

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

*Industrial Relations Act 2016*

*Queensland Local Government Industry (Stream A) Award – State 2017*

*Matter No. B/2019/32, B/2019/33 and B/2019/34*

**REPRINT OF AWARD UNDER SECTION 980**

**Certification of Reprint**

Following the general ruling made by the Commission in the 2019 State Wage Case, the *Queensland Local Government Industry (Stream A) Award – State 2017* is hereby reprinted, under s 980 of the *Industrial Relations Act 2016*.

I hereby certify that the Award contained herein is a true and correct copy of the Queensland Local Government Industry (Stream A) Award – State 2017 as at 1 September 2019.

**Name of modern award:** *Queensland Local Government Industry (Stream A) Award – State 2017*

**Operative date of the modern award reprint:** 1 September 2019

**Operative date of modern award:** As per clause 2 of the modern award

By the Registrar

M. SHELLEY

18 November 2019

# QUEENSLAND LOCAL GOVERNMENT INDUSTRY (STREAM A) AWARD – STATE 2017

## Structure of Award

The *Queensland Local Government Industry (Stream A) Award – State 2017* is set out in Divisions and Sections as follows:

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The Award covers employers (other than Brisbane City Council) throughout Queensland in the local government industry, as that term is defined in Clause 3 of Division 1 of the Award, and employees of such employers engaged in classifications contained within Sections 1, 2 and 3 of Division 2.

## Division 1

### Award Provisions with Common Application

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## **PART 1 - Title and Operation**

### **1. Title**

This Award is known as the *Queensland Local Government Industry (Stream A) Award – State 2017*.

### **2. Operation**

- (a) This Award operates from 1 July 2017.
- (b) The monetary obligations imposed on employers by this Award may be absorbed into overaward payments unless inconsistent with the express terms of an applicable industrial instrument. Nothing in this Award requires an employer to maintain or increase any overaward payment.
- (c) The making of this Award is not intended to result in the reduction of the existing wage or salary level of any employee covered by the Award.

### **3. Definitions and interpretation**

Unless the context otherwise requires, in this Award:

**Act** means the *Industrial Relations Act 2016*

**Australian Qualifications Framework (AQF)** means the national system of recognition for the issue of vocational qualifications

**broken shift** means a shift of work performed by an employee on one day which is broken into not more than 2 periods (excluding rest pauses and meal breaks), where the unpaid break in between such periods is greater than one hour

**Commission** means the Queensland Industrial Relations Commission

**continuous shift work** means work done by employees where the hours of work are regularly rotated in accordance with a shift roster covering a 24 hour per day operation over a 7 day week

**continuous shift worker** means a person who works continuous shift work

**day shift** means any shift worked as part of a non-continuous shift work system or a continuous shift work system which is not an afternoon shift or a night shift

**day work** means a single period of work (excluding a meal break) performed during the spread of ordinary hours which is not part of a non-continuous shift work system or a continuous shift work system

**day worker** means a person who works day work

**employer** means an employer engaged in the local government industry which engages employees in one or more classifications covered by this Award

**local government industry** means all activities undertaken by local governments created pursuant to the *Local Government Act 2009* including activities undertaken by owned or controlled corporations of local governments to the extent that such corporations are declared not to be national system employers

**non-continuous shift work** means work regularly rotated in accordance with a roster which prescribes 2 or more shifts (day, afternoon or night) per day, but does not cover a 24 hour per day operation over a 7 day week (see continuous shift work)

**ordinary hourly rate** shall, unless the context indicates otherwise, mean the ordinary weekly rate prescribed in this Award for a relevant classification of employee divided by the ordinary weekly working hours prescribed by this Award for the same classification of employee

**public holiday** has the same meaning as that provided in Schedule 5 of the Act

**QES** means the Queensland Employment Standards contained in Part 3 of Chapter 2 of the Act

**rostered day off** means a day, other than a scheduled day/s off, on which an employee is not rostered for duty as a result of time accrued under the method of working ordinary hours

**scheduled day off** means:

- for an employee whose ordinary hours of duty are Monday to Friday: Saturday and Sunday
- for an employee whose ordinary hours of duty include a Saturday and/or Sunday: one of the two days each week, or four days each fortnight, that the employee is not rostered for duty. Depending on the working arrangements, a Saturday and/or Sunday may also be a scheduled day off

**shift work** means work performed by an employee on day shift, afternoon shift or night shift, either solely or in any combination thereof, as part of a non-continuous shift work system or a continuous shift work system

**shift worker** means an employee who works shift work

**union**, in this Division, means one of the industrial organisations of employees mentioned in clause 4(c)

#### 4. Coverage

This Award applies to:

- (a) employers (other than Brisbane City Council) throughout Queensland in the local government industry, including those employers declared not to be national system employers and which are listed in Schedule 1 of this Division;
- (b) employees (other than exempted employees as described in clause 4.2 of Section 1 of Division 2) of employers described in clause 4(a) engaged in any of the classifications contained in Sections 1, 2 and 3 of Division 2 in this Award or in receipt of a supported wage in accordance with the provisions of Schedule 2 of this Division; and
- (c) the following industrial organisations of employees in accordance with their callings:
  - (i) Queensland Independent Education Union of Employees;
  - (ii) Queensland Services, Industrial Union of Employees;
  - (iii) The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees; and
  - (iv) United Voice, Industrial Union of Employees, Queensland,

to the exclusion of any other award.

#### 5. The Queensland Employment Standards and this Award

This Award together with the QES provide for a minimum safety net of enforceable conditions of employment for employees covered by this Award.

## **6. Enterprise flexibility and facilitative award provisions**

### **6.1 Enterprise flexibility**

- (a) As part of a process of improvement in productivity and efficiency, discussion should take place at an enterprise level to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- (b) The consultative processes established in an enterprise in accordance with clause 6.1 may provide an appropriate mechanism for consideration of matters relevant to clause 6.1(a). Union delegates at the place of work may be involved in such discussions.
- (c) Any proposed genuine agreement reached between an employer and employees in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 4 of the Act and is to have no force or effect until approval is given.

### **6.2 Procedures to implement facilitative award provisions**

Wherever facilitative provisions appear in this Award which allow for determination of the conditions of employment by agreement between the employer and the union, or the employer and the majority of employees affected, the following procedures shall apply:

- (a) Facilitative award provisions can be negotiated between management and employees who are directly affected by such proposals or between management and the union depending on the particular award provisions.
- (b) Employees may be represented by their local union delegate/s and shall have the right to be represented by their local union official/s.
- (c) Facilitative award provisions can only be implemented by agreement.
- (d) In determining the outcome from facilitative provisions neither party should unreasonably withhold agreement.
- (e) Agreement is defined as obtaining consent of greater than 50% of employees directly affected.
- (f) Where a provision refers to agreement by the majority of employees affected, all employees directly affected shall be consulted. This consultation shall be undertaken where practicable as a group, or in groups. Should the consultation process identify employees with specific concerns which relate to either equity or occupational health and safety issues, such concerns may be catered for on an individual basis subject to operational requirements.
- (g) Any agreement reached must be documented and shall incorporate a review period.

## **PART 2 - Dispute Resolution**

### **7. Dispute resolution**

#### **7.1 Prevention and settlement of disputes - Award matters**

- (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Award by measures based on the provision of information and explanation, consultation, co-operation and negotiation.

- (b) Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (c) In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures shall apply:
  - (i) the matter is to be discussed by the employee's union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
  - (ii) if the matter is not resolved as per clause 7.1(c)(i), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;
  - (iii) if the matter remains unresolved it may be referred to the employer for discussion and appropriate action. This process should not exceed 14 days;
  - (iv) if the matter is not resolved then it may be referred by either party to the Commission.
- (d) Nothing contained in this procedure shall prevent unions or the employer from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

## **7.2 Prevention and settlement of employee grievances and disputes - other than Award matters**

- (a) The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- (b) The following procedure applies to all industrial matters within the meaning of the Act:
  - Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to resolve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.
  - Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's representative during the course of Stage 2.
  - Stage 3: If the grievance is still unresolved, the manager will advise the employer and the aggrieved employee may submit the matter in writing to the employer if such employee wishes to pursue the matter further. If desired by either party the matter may also be notified to the relevant union.
- (c) The employer shall ensure that:
  - (i) the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
  - (ii) the grievance shall be investigated in a thorough, fair and impartial manner.



- (d) The employer may appoint another person to investigate the grievance or dispute. The employer may consult with the employee representative in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.
- (e) If the matter is notified to the union, the investigator shall also consult with the union during the course of the investigation. The employer shall advise the employee initiating the grievance, the employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.
- (f) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:
  - Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.
  - Stage 2: Not to exceed 7 days.
  - Stage 3: Not to exceed 14 days.
- (g) If the grievance or dispute is not settled the matter may be referred to the Commission by the employee or the union.
- (h) Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

## **PART 3 - Types of Employment, Consultation and Termination of Employment**

### **8. Types of employment**

In addition to the provisions at clauses 8.1, 8.2 and 8.3, which have common application to all employees covered by this Award, specific provisions relevant to each area of local government employment covered by this Award are contained in clause 8 in each Section of Division 2 in this Award.

#### **8.1 Probationary employment**

- (a) Except where the employer and an employee agree to a different period or no period of probation prior to commencement of employment, the engagement of a full-time or part-time employee will in the first instance be subject to a probationary period of three months duration. If a period of probation of longer than three months is agreed, it must:
  - (i) be agreed in writing; and
  - (ii) be a reasonable period having regard to the nature and circumstances of the employment.
- (b) The employer may terminate the employment of an employee who is on probation at any time during the probationary period.
- (c) Where an employee's service is considered satisfactory or where an employee's service exceeds the designated probationary period or agreed extension the employee's appointment will be deemed to be confirmed.

## **8.2 Incidental and peripheral tasks**

- (a) An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training provided that such duties are not designed to promote deskilling.
- (b) An employer may direct an employee to carry out such duties and use such tools, equipment and plant as may be required provided that the employee has been properly trained in the use of such tools, equipment and plant.
- (c) Any direction issued by an employer pursuant to clauses 8.2(a) and (b) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

## **8.3 Anti-discrimination**

- (a) In fulfilling their obligations under this Award, the parties must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects. Discrimination includes:
  - (i) discrimination on the basis of sex, relationship status, family responsibilities, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade union activity, lawful sexual activity, gender identity, sexuality and association with, or in relation to, a person identified on the basis of any of the above attributes;
  - (ii) sexual harassment; and
  - (iii) racial and religious vilification.
- (b) Nothing in clause 8.3 is to be taken to affect:
  - (i) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
  - (ii) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Australian Human Rights Commission/Anti-Discrimination Commission Queensland.

## **9. Termination of employment**

### **9.1 Notice of termination by the employer**

Notice of termination by the employer is provided for in Division 13 of the QES. Clauses 9.2 to 9.6 supplement the QES provisions.

### **9.2 Notice of termination by an employee**

- (a) Unless otherwise agreed between the employer and an employee the notice of termination required by an employee, other than a casual employee and an employee in receipt of a weekly wage rate of \$992.00\* or below (or proportionate amount in the case of a part-time employee), will be the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- (b) In the case of an employee in receipt of a weekly wage rate of \$992.00\* or below (or proportionate amount in the case of a part-time employee), the period of notice is to be one week or other period agreed between the employer and the employee.

- (c) If an employee fails to give the required notice the employer will have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate for the period of notice.

Note:

\*These rates will be adjusted in the same manner as wages or salaries after any State Wage Case decision or other decision of the Commission adjusting minimum wages or salaries.

### **9.3 Notice cannot be offset**

In the absence of mutual agreement between the employer and the employee, annual leave or any part thereof cannot be considered as or nominated as notice for the purpose of giving notice of termination of employment.

### **9.4 Job search entitlement**

Where the employer has given notice of termination to an employee for reasons other than redundancy, the employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

### **9.5 Statement of employment**

The employer shall, in the event of termination of employment, provide upon request to an employee who has been terminated, a written statement specifying the period of employment and the classification or type of work performed by the employee.

## **10. Redundancy**

### **10.1 Redundancy pay**

Redundancy pay is provided for in Division 13 of the QES. Clauses 10.2 to 10.9 supplement the QES provisions.

### **10.2 Consultation before termination**

- (a) Where an employer decides that the employer no longer wishes the job an employee/s has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee/s directly affected and, where relevant, their union/s.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision which will invoke the provisions of clause 10.2(a) and shall cover the reasons for the proposed terminations and measures to avoid or minimise the terminations and/or their adverse effects on the employee/s concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employee/s concerned and, where relevant, their union/s, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out.
- (d) Notwithstanding the provision of clause 10.2(c), the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### **10.3 Transfer to lower paid duties**

- (a) Where an employee is transferred to lower paid duties by reason of redundancy the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under the redundancy pay provisions of the QES.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including, for example, allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.

### **10.4 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

### **10.5 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee must, at the request of the employer, produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) Clause 10.5 applies instead of clause 9.4 in cases of redundancy.

### **10.6 Transmission of business**

- (a) Where a business is, whether before or after the date of commencement of this Award, transmitted from the employer (transmittor) to another employer (transmittee) and an employee who at the time of such transmission was an employee of the transmittor of the business becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clauses 10.6 and 10.7, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the

Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

### **10.7 Exemption where transmission of business**

The provisions of clause 10.6 are not applicable where a business is, before or after the date of the commencement of this Award, transmitted from the employer (transmittor) to another employer (transmittee) in any of the following circumstances:

- (a) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or
- (b) where the employee rejects an offer of employment with the transmittee:
  - (i) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
  - (ii) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

### **10.8 Alternative employment**

An employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

### **10.9 Employees exempted**

Clauses 10.1 to 10.8 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to an employee engaged for a specific period or task/s; or
- (c) to a casual employee; or
- (d) to an employee with less than one year's continuous service, in which case the general obligation on the employer should be no more than to give the relevant employee an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the employee of suitable alternative employment.

## **11. Consultation - Introduction of changes**

### **11.1 Employer's duty to notify**

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their union/s.
- (b) 'Significant effects' includes termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or

diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

- (c) Where the Award makes provision for alteration of any of the matters referred to in clauses 11.1(a) and (b) an alteration shall be deemed not to have significant effect.

#### **11.2 Employer's duty to consult over change**

- (a) The employer shall consult the employees affected and, where relevant, their union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 11.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees.
- (d) Notwithstanding the provision of clause 11.2(c) the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### **PART 4 - Minimum Wage and Salary Levels, Allowances and Related Matters**

*(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 in this Division (Supported Wage System) apply.)*

#### **12. Classifications and minimum wage and salary levels**

- (a) In addition to the provisions of clause 12(b), which has common application to all employees covered by this Award, specific provisions concerning employee classifications and minimum wage levels relevant to each area of local government employment covered by this Award are contained in clause 12 in each Section of Division 2 in this Award.
- (b) Payment of wages and salaries
- (i) Unless otherwise agreed between an employer and a majority of its employees, wages and salaries shall be paid weekly or fortnightly and may, at the discretion of the employer, be paid by electronic funds transfer, cash or cheque.
- (ii) The employer may stipulate the completion day for each pay cycle and payment to employees shall be made not later than three days after the completion of this stipulated pay cycle.
- (iii) Payment of outstanding wages and other entitlements to an employee who has terminated their employment or had their employment terminated shall be made no later than the second working day after the employee's employment ceases.

#### **13. Allowances**

In addition to the allowances having common application to all employees covered by this Award, which are set out below, specific allowances relevant to each area of local government employment covered by this Award are contained in clause 13 in each Section of Division 2 in this Award.

### 13.1 Divisional and District parities

- (a) Clause 13.1 (Divisional and District parities) has application to all employees covered by this Award except those covered by Division 2, Section 1 and Division 2, Section 2 Teachers, who are entitled to receive the locality allowances referred to in clause 13 in each of those Sections.
- (b) In addition to the rates of wages set out in each Section in Division 2 of this Award the following weekly amounts shall be paid to all employees employed in the Divisions and Districts referred to, other than those mentioned in clause 13.1(a):

Division and District	Per Week \$
Northern Division, Eastern District	1.10
Northern Division, Western District	3.25
Mackay Division	0.95
Southern Division, Western District	1.10

- (c) Divisions:
- (i) Northern Division - That portion of the State along or north of a line commencing at the junction of the sea coast with the 21st parallel of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees 30 minutes of south latitude; then from that latitude due west to the western border of the State.
- (ii) Mackay Division - That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees of south latitude; then from that latitude due east to the sea coast; then from the sea-coast northerly to the point of commencement.
- (iii) Southern Division - That portion of the State not included in the Northern or Mackay Divisions.
- (d) Districts:
- (i) Northern Division:
- Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.
- Western District - The remainder of the Northern Division.
- (ii) Southern Division:
- Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then from that longitude due north to 25 degrees of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due north to the southern boundary of the Mackay Division.
- Western District - The remainder of the Southern Division.

### 13.2 Motor vehicle allowance

- (a) Except where a different motor vehicle allowance is prescribed elsewhere in any Section in any Division of this Award, clause 13.2 (motor vehicle allowance) in this Division has application to all employees covered by this Award.
- (b) Subject to clause 13.2(a) where an employer requires an employee to use their own vehicle in or in connection with the performance of their duties, the employee shall be paid an allowance for each kilometre of authorised travel as follows:
  - (i) motor vehicle - \$0.80 per kilometre;
  - (ii) motorcycle - \$0.27 per kilometre.
- (c) An employer may require an employee to record full details of all such official travel requirements in a log book.
- (d) **Adjustment of motor vehicle allowance**
  - (i) At the time of any adjustment to the wage rates in this Award the motor vehicle allowances at clause 13.2 shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
  - (ii) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index</u> <u>(ABS Cat No. 6401.0)</u>
Motor vehicle allowance <i>(last adjusted 1 September 2019)</i>	Private motoring sub-group

## 14. Superannuation

- (a) All local governments and local government entities subject to this Award must comply with superannuation arrangements prescribed in the *Local Government Act 2009* and the *Local Government Regulation 2012*.
- (b) Employers employing persons defined as being "non-contributory members" of the LG Super Scheme pursuant to s 223 of the *Local Government Act 2009* shall, on behalf of such employees, contribute an amount to the LG Super Scheme that the local government or entity must make to avoid being required to pay the superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992* in respect to such employees.
- (c) Where Commonwealth legislation provides for choice of fund rights to employees and an employee fails to elect a superannuation fund to which employer contributions are directed, the employer will direct contributions to such fund as prescribed in the abovementioned Queensland legislation.

## PART 5 - Hours of Work and Related Matters

### 15. Hours of duty

Provisions concerning hours of duty relevant to each area of local government employment covered by this Award are contained in clause 15 in each Section of Division 2 in this Award.



**16. Meal breaks**

Provisions concerning meal breaks relevant to each area of local government employment covered by this Award are contained in clause 16 in each Section of Division 2 in this Award.

**17. Rest pauses**

Provisions concerning rest pauses relevant to each area of local government employment covered by this Award are contained in clause 17 in each Section of Division 2 in this Award.

**18. Overtime**

Provisions concerning overtime relevant to each area of local government employment covered by this Award are contained in clause 18 in each Section of Division 2 in this Award.

**PART 6 - Leave of Absence and Public Holidays**

**19. Annual leave**

Provisions concerning annual leave relevant to each area of local government employment covered by this Award are contained in clause 19 in each Section of Division 2 in this Award.

**20. Personal leave**

Provisions concerning personal leave relevant to each area of local government employment covered by this Award are contained in clause 20 in each Section of Division 2 in this Award.

**21. Parental leave**

Parental leave is provided for in Division 8 of the QES and covers:

- (a) birth-related leave for an employee who is pregnant or whose spouse gives birth;
- (b) adoption leave; and
- (c) surrogacy leave.

**22. Long service leave**

Provisions concerning long service leave relevant to each area of local government employment covered by this Award are contained in clause 22 in each Section of Division 2 in this Award.

**23. Public holidays**

Provisions concerning public holidays relevant to each area of local government employment covered by this Award are contained in clause 23 in each Section of Division 2 in this Award.

**24. Jury service**

Jury service is provided for in Division 12 of the QES.

## 25. Service leave

- (a) Where:
- (i) an employee attends camps, courses or schools of Her Majesty's Naval, Military or Air Forces on service leave; and
  - (ii) where the service pay received by such employee is less than the employee's ordinary hourly rate of remuneration as an employee employed by the employer,
- the employer shall pay the employee the amount of the difference between the employee's service pay and the employee's ordinary remuneration.
- (b) **Service pay** for the purposes of this clause means and includes all payments received by the employee from Her Majesty's Forces in respect of service, during the period of service leave, on whatever day or days, Monday to Sunday, inclusive, of the week or weeks in question.

## PART 7 - Union Related Matters

### 26. Union encouragement

- (a) The employer parties to this Award recognise the right of, and encourage, individuals to join a union. However, it is also recognised that union membership remains at the discretion of each individual.
- (b) Union representative/s will be provided with the opportunity to discuss union membership with both new and existing employees.

### 27. Union delegates

- (a) Union delegates have a role to play within a workplace and their accreditation is encouraged.
- (b) An employer shall not unnecessarily hinder accredited union delegates in the reasonable and responsible performance of their duties.

### 28. Trade union training leave

Provisions concerning trade union training leave relevant to each area of local government employment covered by this Award are contained in clause 28 in each Section of Division 2 in this Award.

### 29. Right of entry

- (a) Authorised industrial officer
  - (i) An 'authorised industrial officer' is any union official holding a current authority issued by the Industrial Registrar.
  - (ii) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the union.
- (b) Entry procedure
  - (i) An authorised industrial officer may enter a workplace at which an employer carries on a calling of the officer's organisation, during the employer's business hours, to exercise a

power under Chapter 9, Part 1, Division 5, Subdivision 2 of the Act as long as the authorised industrial officer:

- (A) has notified the employer or the employer's representative of the officer's presence; and
  - (B) produces their authorisation, if required by the employer or the employer's representative.
- (ii) Clause 29(b)(i) does not apply if, on entering the workplace, the officer discovers that neither the employer nor the employer's representative having charge of the workplace is present.
  - (iii) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
  - (iv) If the authorised industrial officer does not comply with a condition of clause 29(b)(i) the authorised industrial officer may be treated as a trespasser.
- (c) Inspection of records
- (i) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 339 of the Act.
  - (ii) An authorised industrial officer is entitled to inspect such time and wages records of any current employee except if the employee:
    - (A) is ineligible to become a member of the authorised industrial officer's union; or
    - (B) has made a written request to the employer that they do not want their record inspected.
  - (iii) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
  - (iv) A person must not, by threats or intimidation, persuade or attempt to persuade an employee or prospective employee to make, or refuse to make, a written request to the employer or prospective employer that the record not be available for inspection by an authorised industrial officer.
- (d) Discussions with employees
- An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the union:
- (i) matters under the Act during working or non-working time; and
  - (ii) any other matter with a member or employee eligible to become a member of the union, during non-working time.
- (e) Conduct
- (i) The employer must not obstruct the authorised industrial officer exercising their right of entry powers.
  - (ii) An authorised industrial officer must not wilfully obstruct the employer, or an employee during the employee's working time.

*Note: Clause 29 - Right of entry, deals with comparable provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to Chapter 9, Part 1, Division 5 of the Act as amended from time to time.*

## **PART 8 - Transfers, Travelling, Camps and Equipment**

There are no provisions with common application. Any provisions concerning transfers, travelling, camps and equipment are contained under Part 8 in each Section of Division 2.

## **PART 9 - Training and Related Matters**

There are no provisions with common application. Any provisions concerning training and related matters are contained under Part 9 in each Section of Division 2.

**Division 1 - Schedule 1 - Employers declared not to be national system employers**

Local Government Superannuation Scheme ABN 23 053 121 564 established under the *Local Government Act 2009* for a local government purpose.

Entity	Relevant local government/s
Central Queensland Local Government Association Inc. ABN 34 593 816 745	Banana Shire Council, Central Highlands Regional Council, Gladstone Regional Council, Isaac Regional Council, and Rockhampton Regional Council
Central Western Queensland Remote Area Planning and Development Board (trading as Central Western Queensland Remote Area Planning and Development Board) ACN 057 968 653 and ABN 76 057 968 653	Barcaldine Regional Council, Barcoo Shire Council, Blackall-Tambo Regional Council, Boulia Shire Council, Diamantina Shire Council, Longreach Regional Council, and Winton Shire Council
Council of Mayors (SEQ) (trading as Council of Mayors (SEQ), and other names) ABN 64 998 531 528	Brisbane City, Gold Coast City, Logan City, Lockyer Valley Regional, Redland City, Scenic Rim Regional, Somerset Regional, Sunshine Coast Regional, and Toowoomba Regional Councils
Burdekin Cultural Complex Board Inc. (trading as Burdekin Cultural Complex Board Inc.) ABN 38 161 809 872	Burdekin Shire Council
Gulf Savannah Development Inc. (trading as Gulf Savannah Development, and as Gulf Savannah Tourism) ABN 69 956 728 660	Burke, Carpentaria, Croydon and Etheridge Shire Councils
Cairns Regional Gallery Limited ACN 062 537 259 and ABN 45 062 537 259	Cairns Regional Council
Far North Queensland Regional Organisation of Councils (trading as Far North Queensland Regional Organisation of Councils) ABN 52 034 736 962	Cairns Regional Council, Cassowary Coast Regional Council, Cooktown Shire Council, Hinchinbrook Shire Council, Tablelands Regional Council, Yarrabah Aboriginal Shire Council, and Wujal Wujal Aboriginal Shire Council
The trustee for the Cairns Regional Gallery Arts Trust (trading as Cairns Regional Gallery Foundation Ltd) ABN 42 114 461 772	Cairns Regional Council
Quad Park Corporation Pty Ltd CAN 127 704 947 and ABN 31 127 704 947	Sunshine Coast Regional Council
Hervey Bay (Community Fund) Limited ACN 120 350 469	Fraser Coast Regional Council
Hervey Bay (Cultural Fund) Limited ACN 120 350 405	Fraser Coast Regional Council
Wide Bay Water Corporation ABN 98 380 729 010	Fraser Coast Regional Council
The Brolga Theatre Board Inc. (trading as The Brolga Theatre and Convention Centre) ABN 75 529 942 824	Fraser Coast Regional Council

Queensland Local Government Industry (Stream A) Award – State 2017

Entity	Relevant local government/s
Widelinx Pty Ltd ACN 113 136 824 and ABN 76 113 136 824	Fraser Coast Regional Council
CITIPAC International Pty Ltd ACN 011 028 649	Gold Coast City Council
Gold Coast Arts Centre Pty Ltd (trading as Gold Coast Arts Centre Pty Ltd) ACN 060 787 466 and ABN 85 060 787 466	Gold Coast City Council
Surfers Paradise Alliance Ltd ACN 097 068 285 and ABN 19 097 068 285	Gold Coast City Council
Ipswich City Council (trading as Ipswich Arts Foundation) ABN 61 461 981 077	Ipswich City Council
Ipswich City Enterprises Investments Pty Ltd (trading as Ipswich City Enterprises Investments Pty Ltd) ACN 127 862 515 and ABN 42 127 862 515	Ipswich City Council
Ipswich City Enterprises Pty Ltd (trading as Ipswich City Enterprises Pty Ltd) ACN 095 487 086 and ABN 88 095 487 086	Ipswich City Council
The trustee for Ipswich Arts Foundation Trust ABN 75 833 582 216	Ipswich City Council
Lockhart River Aerodrome Company Pty Ltd (Lockhart River Aerodrome Company Pty Ltd) ACN 061 972 978 and ABN 95 061 972 978	Lockhart River Aboriginal Shire Council
Outback @ Isa Pty Ltd (trading as Outback@Isa) ACN 31 104 362 718 and ABN 104 362 718	Mount Isa City Council
Rodeo Capital Pty Ltd (trading as Buchanan Park Facilities Management) ACN 125 659 510 and ABN 89 125 659 510	Mount Isa City Council
Palm Island Community Company Ltd ACN 126 800 682 and ABN 64 126 800 682	Palm Island Aboriginal Shire Council
Edward River Crocodile Farm Pty Limited (trading as Edward River Crocodile Farm) ACN 008 502 270 and ABN 90 008 502 270	Pormpuraaw Aboriginal Shire Council
Poruma Island Pty Ltd ACN 098 641 162 and ABN 88 098 641 162	Torres Strait Island Regional Council
Kronosaurus Korner Board Inc. (trading as Kronosaurus Korner) ABN 29 088 101 544	Richmond Shire Council
The trustee for Boonah and District Art Gallery and Library Trust Gift Fund (trading as Boonah and District Art Gallery and Library Trust Gift Fund) ABN 92 719 264 297	Scenic Rim Regional Council
The trustee for the Boonah District Performing Arts Centre (trading as Boonah and District Performing Arts Centre Trust) ABN 35 930 584 358	Scenic Rim Regional Council
Caloundra City Enterprises Pty Ltd ACN 127 655 136 and ABN 39 127 655 136	Sunshine Coast Regional Council
Sunshine Coast Events Centre Pty Ltd (trading as Caloundra Civic Cultural Centre) ACN 127 655 510 and ABN 38 127 655 510	Sunshine Coast Regional Council
Warwick Tourism and Events Pty Ltd ACN 105 787 246 and ABN 52 105 787 246	Southern Downs Regional Council

Queensland Local Government Industry (Stream A) Award – State 2017

Entity	Relevant local government/s
Empire Theatres Pty Ltd ACN 086 482 288 and ABN 83 086 482 288	Toowoomba Regional Council
The trustee for Empire Theatres Foundation (trading as Empire Theatres Foundation) ABN 69 130 487 365	Toowoomba Regional Council
The trustee for Townsville Cemetery Trust (trading as Townsville & Thuringowa Cemetery Trust) ABN 72 096 373 559	Townsville City Council
Waltzing Matilda Centre Ltd (trading as Waltzing Matilda Centre) ACN 34 086 051 078 and ABN 34 086 051 078	Winton Shire Council
Woorabinda Pastoral Company Pty Limited ACN 011 072 450 and ABN 17 011 072 450	Woorabinda Aboriginal Shire Council

## Division 1 - Schedule 2 - Supported Wage System

This Schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the supported wage system.

**Definitions** - In this Schedule:

**approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

**assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

**disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), or any successor to that scheme

**relevant minimum wage** means the minimum wage prescribed in this Award for the class of work for which an employee is engaged

**supported wage system (sws)** means the Commonwealth Government system to promote employment for people who cannot work at full Award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)

**sws wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

### Eligibility criteria

- (a) Employees covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity, and who meet the impairment criteria for receipt of a disability support pension.
- (b) This Schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of the *Workers' Compensation and Rehabilitation Act 2003*.

### Supported wage rates

- (a) Employees to whom this Schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following Table and Note:

Assessed capacity (see below)	Relevant minimum wage*
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

\*Note: The minimum amount payable to an employee receiving a supported wage must not be less than \$87 per week.



- (b) Where an employee's assessed capacity is 10%, the employee must receive a high degree of assistance and support.

### **Assessment of capacity**

- (a) For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the sws by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.
- (b) All assessments made under this Schedule must be documented in a sws wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

### **Review of assessment**

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the sws.

### **Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this Schedule will be entitled to the same terms and conditions of employment as other workers covered by this Award on a *pro rata* basis.

### **Workplace adjustment**

If the employer wishes to employ a person under the provisions of this Schedule it must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation.

### **Trial period**

- (a) In order for an adequate assessment of the employee's capacity to be made, the employer may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (b) During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- (c) The minimum amount payable to the employee during the trial period must be no less than the amount recorded in the Note under the Table (above).
- (d) Work trials should include induction or training as appropriate to the job being trialled.
- (e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment (see **assessment of capacity** - above).

## Division 2

**This Division contains award provisions specific to local government employees engaged in the following areas:**

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## Division 2 - Section 1

# Administrative, Clerical, Technical, Professional, Community Service, Supervisory and Managerial Services

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## **PART 1 – Title and Operation**

### **1. Title**

See clause 1 of Division 1.

### **2. Operation**

See clause 2 of Division 1 - Provisions with common application.

### **3. Definitions and interpretation**

(a) Definitions with common application are contained in clause 3 of Division 1.

(b) In this Section, unless the context otherwise requires:

**afternoon shift** means any shift finishing after 1800 and before 2000

**day shift** means any shift starting at or after 0600 and at or before 1015

**night shift** means any shift finishing at or after 2000 or commencing before 0600

**union** means the following industrial organisations of employees in accordance with their callings:

- Queensland Services, Industrial Union of Employees; or
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees

### **4. Coverage**

#### **4.1 Coverage**

(a) See clause 4 of Division 1 - Provisions with common application.

(b) Subject to clause 4.2, this Section covers local government employees, other than those covered by another Section in this Division or another Queensland Local Government Industry (Stream B) or (Stream C) Award, engaged in the provision of administrative, clerical, technical, professional, community service, supervisory and managerial services.

#### **4.2 Exemption of senior officers**

(a) This Award shall not apply to any employer in respect of a senior officer where the employer and the senior officer concerned enter into a written contract of employment which states that this Award is not to apply to the terms and conditions of employment of the senior officer.

(b) Clause 4.2 will only apply where the following conditions are met:

(i) prior to the senior officer entering into the contract the employer has:

(A) brought the provisions of Division 1 and Section 2 of Division 2 of this Award to the attention of the senior officer; and

(B) if the effect of an exemption under this clause also means that the senior officer will no longer be covered by a certified agreement, that fact must be advised in writing to the officer;

- (ii) a copy of the proposed contract is given to the senior officer or the person to be appointed as a senior officer seven clear days prior to the contract being entered into by the senior officer or the appointee;
  - (iii) the contract is voluntarily entered into by the senior officer or the appointee; and
  - (iv) at the time it is agreed and/or renewed the contract's terms and conditions do not result, on balance, in a reduction in the overall terms and conditions of the senior officer under this Award or relevant agreement certified under the Act.
- (c) For the purposes of this clause, the term **senior officer** covers the following positions:

**chief executive officer** - a chief executive officer is a person appointed to the position as defined under the *Local Government Act 2009* (Qld).

**senior executive employee** - is an employee of the local government entity concerned:

- (i) who reports directly to the chief executive officer; and
- (ii) whose position ordinarily would be considered to be a senior position in the local government's corporate structure.

**department head** - is an officer appointed as such by the local government entity concerned who:

- (i) is the principal decision maker or manager of a department or operationally distinct unit or part of the local government comprising a major function or program; or
- (ii) holds a managerial, leadership or regulatory compliance position responsible for an operationally distinct unit or part of the local government, who may act independently subject only to the local government's policy or the overriding administrative review of the chief executive officer and is held finally accountable for the performance of the unit or part of the local government.

## 5. The Queensland Employment Standards and this Award

See clause 5 of Division 1 - Provisions with common application.

## 6. Enterprise flexibility and facilitative award provisions

See clause 6 of Division 1 - Provisions with common application.

## PART 2 - Dispute Resolution

### 7. Dispute resolution

See clause 7 of Division 1 - Provisions with common application.

## PART 3 - Types of Employment, Consultation and Termination of Employment

### 8. Types of employment

- (a) See clause 8 of Division 1 – Provisions with common application. In addition to the provisions with common application the provisions at clause 8(b) and clauses 8.1 to 8.4 below also apply.

- (b) An employee covered by this Section may be employed on a full-time, part-time, casual or maximum term basis. Employees shall be advised in writing of their employment category and, where relevant, their classification level upon engagement.

### 8.1 Full-time employment

A full-time employee is one who is engaged to work an average of 36.25 ordinary hours per week.

### 8.2 Part-time employment

- (a) A part-time employee is an employee who:
- (i) is engaged to work a regular pattern of ordinary hours each week or fortnight that are less than the ordinary hours worked by an equivalent full-time employee; and
  - (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each ordinary hour worked a part-time employee shall be paid no less than 1/36.25th of the minimum weekly rate of pay for their classification.
- (c) (i) By mutual agreement with their employer, a part-time employee may elect to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hours so worked are to be taken into account in the *pro rata* calculation of all leave and other entitlements.
- (ii) Any such additional hours are to be treated as follows:
- (A) day workers - additional hours worked within the spread of ordinary hours prescribed in clause 15.1 are to be paid for at the ordinary hourly rate;
  - (B) shift workers - to be paid for at the ordinary hourly rate plus the applicable shift allowance.
- (d) All time worked in excess of the agreed hours or outside the spread of ordinary hours prescribed in clause 15.1 shall be paid at the appropriate overtime rate.

### 8.3 Casual employment

- (a) A casual employee is one engaged and paid as such for a maximum of 36.25 ordinary hours per week or 7.25 hours per day, to be worked between 0600 and 2130 Monday to Friday, inclusive, and between 0600 and 1200 on a Saturday.
- (b) Except where otherwise provided, a casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- (c) For each ordinary hour worked a casual employee shall be paid no less than 1/36.25th of the minimum weekly rate of pay for their classification plus a casual loading as follows:

For all ordinary time worked between	Casual loading on hourly rate
0600 and 1800, Monday to Friday	25%
1800 and 2130, Monday to Friday	31%
0600 and 1200, Saturday	31%

- (d) Each casual engagement stands alone with a minimum payment:
  - (i) as for 2 hours' work for a full-time student engaged as a casual employee in a library; and
  - (ii) as for 3 hours' work in all other cases.
- (e) All time worked by a casual employee outside or in excess of the ordinary hours of duty prescribed in clause 8.3(a) shall be deemed overtime and be paid for at the appropriate hourly rate plus 50% on Mondays to Fridays, and plus 100% on Saturdays and Sundays.
- (f) The long service leave entitlement of casual employees is prescribed in clause 22.

### **8.3.1 Casual conversion**

- (a) A casual employee shall, at the completion of six months' service, have a right to elect to have their employment converted to full-time or part-time employment if it could be reasonably expected that their employment is to continue.
- (b) A casual employee who elects to convert to full-time or part-time employment shall be employed as either a part-time or full-time employee according to the pattern of ordinary hours worked in the preceding six months period or as otherwise mutually agreed in writing.

### **8.4 Maximum-term employment**

- (a) Subject to clauses 8.4(b) and (c), a maximum-term employee is one who is engaged for a specified period of time or for a specified task.
- (b) A maximum-term employee's employment may be terminated by the employer before the specified period of time or before the completion of the specified task in the following circumstances:
  - (i) by written agreement with the employee; or
  - (ii) in the event of an incapacity which prevents the employee from performing the duties they were employed to perform; or
  - (iii) in the event of misconduct (in which case the termination may be without notice); or
  - (iv) by the employer providing six months' pay in lieu of notice or the amount of wages due to the employee for the balance of the contract, whichever is the lesser amount.
- (c) A maximum-term employee may terminate their employment by the giving of four weeks' notice or the forfeiture of wages for any shortfall in the four weeks' period of notice.

## **9. Termination of employment**

See clause 9 of Division 1 - Provisions with common application.

## **10. Redundancy**

See clause 10 of Division 1 - Provisions with common application.

## **11. Consultation - Introduction of changes**

See clause 11 of Division 1 - Provisions with common application.



## PART 4 – Minimum Wage and Salary Levels, Allowances and Related Matters

(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 in Division 1 (Supported Wage System) apply.)

### 12. Classifications and minimum wage and salary levels

See clause 12 of Division 1 – Provisions with common application. In addition to the provisions with common application the provisions at clauses 12.1 to 12.7 below also apply.

#### 12.1 Minimum wage levels

- (a) (i) Employees covered by this Section are to be classified into an appropriate classification and level in accordance with the classification structure set out in Schedule 1 of this Section, with minimum wage and salary levels for employees 21 years of age and above to be as set out in the table below:

Classification	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
<i>Administrative, Technical and Community Services</i>	
Level 1, year 1	808.00
Level 1, year 2	832.00
Level 1, year 3	856.00
Level 1, year 4	856.00
Level 1, year 5	877.00
Level 1, year 6	890.00
Level 2, year 1	914.00
Level 2, year 2	940.50
Level 2, year 3	965.00
Level 2, year 4	965.00
Level 3, year 1	992.00
Level 3, year 2	992.00
Level 3, year 3	1,018.50
Level 3, year 4 <sup>3</sup>	1,026.50 <sup>3</sup>
Level 4, year 1	1,047.00
Level 4, year 2	1,073.50
Level 4, year 3	1,100.00
Level 4, year 4	1,100.00
<i>Administrative, Technical and Community Services</i>	
Level 5, year 1	1,128.00
Level 5, year 2	1,155.00
Level 5, year 3	1,155.00
Level 6, year 1	1,203.50
Level 6, year 2	1,250.00

Classification	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
Level 6, year 3	1,307.00
Level 7, year 1	1,307.00
Level 7, year 2	1,347.00
Level 7, year 3	1,347.00
Level 8, year 1	1,386.00

**Notes:**

- <sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2019 Declaration of General Ruling.
- <sup>2</sup> Rounded to the nearest \$0.50.
- <sup>3</sup> Access to this level is only available to an employee who was classified as a level 3 employee as at 1 January 2015.

(ii) Additional payments for senior officers and employees

Senior officers and certain employees classified at classification Level 8 are entitled to payment of additional amounts, as specified in the following table:

Administrative, Technical and Community Services			Department Head			Deputy CEO; Deputy Director Engineering Services and Qualified Accountant			Director, Engineering Services		
Classification	Year	Additional Payment \$ Per Week	Council Category	Year	Additional Payment \$ Per Week	Council Category	Year	Additional Payment \$ Per Week	Council Category	Year	Additional Payment \$ Per Week
in addition to Level 8, year 1 (\$38 increments) ♦			in addition to Level 8, year 1 (\$119 then \$32 increments) ♦			in addition to Level 7, year 3 (\$23 then \$39 increments) ♦			in addition to Level 8, year 1 (\$226 then \$49 increments) ♦		
Level 8	2	38				1	1	Level 7, year 3	1	1	226
Level 8	3	76				1	2	23	1	2	275
Level 8	4	114				1	3	62	1	3	324
Level 8	5	152				2	1	101	2	1	373
						2	2	140	2	2	422
						2	3	179	2	3	471
						3	1	218	3	1	520
						3	2	257	3	2	569
						3	3	296	3	3	618
						4	1	335	4	1	667
						4	2	374	4	2	716
						4	3	413	4	3	765
			5	1	119	5	1	452	5	1	814
			5	2	151	5	2	491	5	2	863
			5	3	183	5	3	530	5	3	912
			6	1	215	6	1	569	6	1	961
			6	2	247	6	2	608	6	2	1,010
			6	3	279	6	3	647	6	3	1,059

7	1	311	7	1	686	7	1	1,108
7	2	343	7	2	725	7	2	1,157
7	3	375	7	3	764	7	3	1,206
8	1	407	8	1	803	8	1	1,255
8	2	439	8	2	842	8	2	1,304
8	3	471	8	3	881	8	3	1,353

(♦ Note: Rounding in each instance is to be to the nearest \$1.00)

## 12.2 Salary increments

Movement to the next highest salary point within a level will be by way of annual increment subject to the employee concerned having given satisfactory service for the prior twelve months.

## 12.3 Council categorisation

- (a) The council category used for senior officer salary purpose shall be determined using the following scoring table:

Council category	Cumulative category determination score (net expenditure + employee levels units + separately valued properties level)
1	3 - 5
2	5.5 - 7.5
3	8 - 10
4	10.5 - 12.5
5	13 - 15
6	15.5 - 17.5
7	18 - 20
8	20.5 and above

- (b) Each council shall determine its category at the end of each financial year and adjust senior officers' salaries accordingly. Such adjusted salaries shall operate from 1 August following such review.
- (c) The three components of the cumulative category determination score shall be derived using the following scoring table:

Category determination score <sup>1</sup>	Net expenditure <sup>2</sup>		Employee levels <sup>4</sup>	Separately valued properties <sup>5</sup>
	Total operating expenditure (\$million) <sup>3</sup>		Units as at 30 June	Separately valued properties (000's)
	Actual	Rounded		
1	0-3.37	0-3	0-50	0-1
2	3.37-8.42	3-8	50-100	1-2
3	8.42-16.86	8-17	100-200	2-4
4	16.86-33.71	17-34	200-400	4-8
5	33.71-67.43	34-67	400-800	8-16
6	67.43-134.85	67-135	800-1600	16-30
7	134.85-269.71	135-270	~	32-64
8	>269.71	>270	~	64-128

Notes:

<sup>1</sup> The respective category determination scores shall be:

- (a) increased by 0.5 when the net expenditure, employee level units or separately valued properties level is within minus 10% of the maximum limit; and

- (b) decreased by 0.5 when the net expenditure, employee level units or separately valued properties level is within plus 10% of the minimum limit.

<sup>2</sup> **Net expenditure** is the figure derived from operating expenditure plus capital expenditure less depreciation as contained in the operating and capital funding statements respectively, of the audited financial statements of the employer. Those figures are required to be compiled in accordance with the Local Government Finance Standards. The net expenditure figure for the employer is rounded to the nearest million dollars to facilitate scoring.

<sup>3</sup> **The dollar values** relating to total operating expenditure shall automatically increase or decrease by the previous 12 month 8 Capital Cities Consumer Price Index (CPI) figure published by the Australian Bureau of Statistics. The adjustment should take place annually and reflect CPI increases to 30 June each year. The "actual" (two decimal places) and "rounded" (nearest \$million) figures shown were last adjusted as at 1 September 2019 to reflect the 1.6% CPI movement between 1 July 2018 and 30 June 2019.

<sup>4</sup> **Employee levels** are determined by including each full-time employee as a unit. Each person employed on a basis other than full-time is to be included with a unit value calculated as follows:

$$1 \text{ unit} \times \frac{\text{annual 'ordinary' hours worked}}{\text{full time annual 'ordinary' hours worked}}$$

<sup>5</sup> The number of **properties** is to equal the total number of **separately valued properties** as per the Valuer General's Valuation Roll for the local government area concerned. Where such roll includes properties subdivided for building unit title or strata title purposes, each lot thereby created shall be added to the total, as if it were a separately valued property.

#### 12.4 Junior rates

- (a) The minimum wage rates payable to employees 20 years of age and under shall be as follows:

Age of employee	% of Level 1 Year 1 Award rate
under 18 years of age	60
18 and under 19 years of age	70
19 and under 20 years of age	80
20 years of age	90

- (b) Junior rates shall be calculated to the nearest \$0.10.

#### 12.5 Higher duties

- (a) Subject to clauses 12.5(b) and (c), when an employee is engaged wholly or mainly on duties other than those of the employee's usual grade or classification for more than one day at a time, the employee shall be paid the existing salary of the employee being relieved.
- (b) Where the employee being relieved holds a position for which the provisions of clause 12.1 provide annual increments, the employee engaged in relieving shall be paid the appropriate salary applicable to the first year of service and whilst continuing to perform such duties shall receive the prescribed annual increments.
- (c) A junior employee engaged wholly or mainly on duties for which adult rates of salary apply shall be paid at the minimum adult rate applicable to those duties. The junior employee's engagement **wholly or mainly** on such duties shall mean and include:
  - (i) the carrying out of more than 50 per cent of the duties usually then performed in the position to which the adult rates apply; and

- (ii) acceptance of more than 50 per cent of the responsibility usually then associated with those duties.

## **12.6 Performing work for more than one employer**

Where an employee performs work for more than one employer, with the agreement of such employers, the employee shall be paid at the appropriate wage level for the classification concerned plus an additional 10% paid *pro rata* by such employers on a basis to be mutually agreed between each of the parties to the arrangement.

## **12.7 Classification and re-classification**

- (a) An employer will, when requested (in writing) by an employee, provide to the employee (in writing) within eight weeks of the receipt of the written request:
  - (i) the officer's classification;
  - (ii) the reasons for the officer's appointment to that classification including:
    - characteristics of the position;
    - requirements of the position;
    - the responsibilities of the position;
    - the organisational relationship;
    - the extent of the employee's authority.
- (b) Any such request may only be made on an annual basis provided, however, that an employee may make a request at any time where the employee's position has been restructured or reorganised or as a result of a substantive change in the position initiated by the employer, such that the position, in the opinion of the employee, should be classified at a higher level.
- (c) An employee may dispute the classification determined by the employer. Any dispute that is initiated regarding classification is to be dealt with in accordance with clause 7.1 of Division 1.
- (d) An employee may request a union or other representative to represent them throughout the process outlined in above.

## **13. Allowances**

In addition to the allowances prescribed in clause 13 of Division 1 - Provisions with common application, clauses 13.1 to 13.8 below apply to employees covered by this Section.

### **13.1 First-aid allowance**

- (a) Where an employer appoints an employee who holds an appropriate first-aid certificate as a first-aid attendant the employee shall be paid an additional \$18.10 per week in which the employee works three days or more.
- (b) This provision does not apply to senior officers.

### **13.2 Locality allowance**

Employees of an employer are entitled to be paid a fortnightly locality allowance as prescribed in Schedule 2 of this Section.

### **13.3 Overtime meal allowances - day workers**

- (a) An employee **other than** one employed on shift work required to continue working for more than 2 hours after the usual ceasing time on any day or beyond 1300 on a Saturday, Sunday or public holiday, shall be paid a meal allowance of \$13.05.
- (b) An employee **other than** one employed on shift work required to continue working overtime for more than 4 hours after the first hour worked shall be paid a further meal allowance of \$13.05 upon the completion of each period of 4 hours after commencing such overtime. At the completion of each period of 4 hours overtime an employee shall be entitled to crib time of not less than 30 minutes to enable the employee to partake of a meal.

#### **13.4 Overtime meal allowances - shift workers**

- (a) A shift worker who is required to continue working for more than 2 hours after their usual ceasing time shall be paid a meal allowance of \$13.05.
- (b) A shift worker who is required to continue working for more than a further 4 hours following completion of the first hour's overtime shall be paid a further meal allowance of \$13.05.
- (c) A shift worker who is recalled to work overtime shall receive a meal allowance of \$13.05 and a paid 30 minute crib break after the completion of each 4 hours of overtime.

#### **13.5 Special rates and allowances prescribed under other Sections of this Award**

- (a) Employees covered by this Section, whilst supervising workers covered by other Sections of this Award who:
  - (i) are in receipt of allowances or special rates, as listed hereunder, that are prescribed in those Sections, and
  - (ii) actually subject to the disabilities which attract those allowances or special rates,shall be paid the undermentioned allowances, in the same terms and for the same periods, as are applicable to the workers supervised:
  - any construction, re-construction, alteration, repair and/or maintenance allowance;
  - any special site rate payable for disabilities associated with work on a particular construction site or project;
  - any other work disability rate or allowance to compensate for disabilities associated with work carried out under special or extraordinary circumstances or conditions.
- (b) Where an employee is entitled to an allowance under any other provision of this Section and is also entitled to a special site rate or disability allowance under clause 13.5(a) in respect of the same disability then the employee shall not be entitled to receive both allowances but shall receive the higher allowance of the two.
- (c) Clause 13.5(a) shall not be interpreted so as to include extra payments or allowances such as bonuses or prosperity payments, industry payments or increments for service, tool allowances or allowances payable to special classes of employees, in consideration of circumstances unrelated to general industry conditions.

#### **13.6 Work in the rain**

- (a) If an employee is required to work in the rain and by doing so gets their personal clothing wet, they shall be paid single time in addition to the rate otherwise payable for all time worked in that

wet clothing up to the time the employee is able to change into dry clothing or until the employee ceases work, whichever is the earlier.

- (b) (i) Where an employee is required to wear waterproof or other protective clothing such as a waterproof jacket, boots or gloves, the employer must provide such clothing or reimburse the employee the cost of purchasing the protective clothing approved by the employer.
- (ii) Where protective clothing is supplied without cost to the employee it shall remain the property of the employer.

### 13.7 Work under extraordinarily difficult or unpleasant conditions

- (a) (i) An employee required to work under conditions where they are:
  - (A) exposed to effluents from sewers, septic tanks or drains of any kind; or
  - (B) required to enter sewerage, wet wells, live sewers and septic tanks,shall be paid for all time worked under such conditions at the rate of single time in addition to the rate otherwise payable.
- (ii) For the purposes of clause 13.7(a) **exposed to effluents from sewers, septic tanks or drains** shall include situations where an employee, in the course of their duties:
  - (A) comes into contact with the effluents; or
  - (B) has to work in places where such effluents have been; or
  - (C) by virtue of working in sewers, septic tanks or drains of any kind encounters foul or offensive odours or fumes.
- (b) (i) Subject to clauses 13.7(b)(ii) and (iii), an employee required to work in water, slime, slush or swampy, boggy ground, so that their feet and ankles become submerged, shall be paid for all time actually worked under such conditions at the rate of single time in addition to the rate otherwise payable.
- (ii) Such extra payment shall not apply where suitable, practical and effective footwear and suitable, practical and effective protective clothing is provided by the employer and where, as a consequence of the use of such protective clothing and footwear, the employee concerned is not subject to the disabilities in respect of which the extra payment is prescribed.
- (iii) If such protective clothing and footwear is provided and not worn for other than safety reasons then the employer shall not be liable for any payments under this clause.
- (c) The payments prescribed in clauses 13.7(a) and (b) shall continue until the employee has had the opportunity to change clothing or clean up. Where the payment is made in respect of foul or offensive odours or fumes the payment shall cease when the employee has completed work in the area.
- (d) The additional rates prescribed by clauses 13.7(a), (b) and (c) shall not be payable in addition to any disability allowance or penalty rates to which an employee would otherwise be entitled pursuant to 13.5 in respect of the same disability, but which the employee concerned shall receive whichever amount is the highest.
- (e) Clause 13.7 does not apply to senior officers.

### 13.8 Adjustment of monetary allowances and quantum

- (a) Other than the expense related allowances at clauses 13.3 and 13.4 (overtime meal allowances), respectively, all other monetary allowances specified in clause 13 shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) In addition to the monetary allowances specified in clause 13, the monetary allowances in clauses 18.5 (stand by), 32(a) (camp allowance) and 35(d) (professional development and study leave), respectively, shall also be adjusted in the same manner and at the same time as prescribed in clause 13.8(a).
- (c) At the time of any State Wage Case decision adjusting minimum rates in this Award the monetary quantum in clause 12.3(c) (net expenditure) shall also be reviewed in accordance with *Note 3* in that clause.
- (d) At the time of any adjustment to the wage rates in this Award the expense related allowances at clauses 13.3 and 13.4 (overtime meal allowances), respectively, shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (e) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index</u> <u>(ABS Cat No. 6401.0 - Table 7)</u>
Overtime meal allowance <i>(last adjusted 1 September 2019)</i>	Take-away and fast foods sub-group

### 14. Superannuation

See clause 14 of Division 1 - Provisions with common application.

## PART 5 - Hours of Work and Related Matters

### 15. Hours of duty

#### 15.1 Ordinary hours of duty - day workers

- (a) The ordinary hours of duty of employees covered by this Section shall be an average of 36.25 per week or 7.25 per day to be worked Monday to Friday, inclusive, between the hours of 0600 and 1800, except where the employer notifies the employee that they are to work their ordinary hours of duty in accordance with clause 15.1(e).
- (b) The ordinary hours in clause 15.1(a) are to be worked on one of the following bases as agreed between the employer and the employees concerned:
  - (i) 36.25 hours within a work cycle not exceeding 7 consecutive days; or
  - (ii) 72.5 hours within a work cycle not exceeding 14 consecutive days; or
  - (iii) 108.25 hours within a work cycle not exceeding 21 consecutive days; or



- (iv) 145 hours within a work cycle not exceeding 28 consecutive days.
- (c) An employer and employee, who may be represented by an accredited union representative, may agree that the ordinary hours of duty may be worked on any five out of seven days per week including Saturdays and Sundays or that the ordinary hours may be altered as to the spread of hours.
- (d) Ordinary daily hours shall be worked continuously with an unpaid meal break of not less than 30 minutes or more than 60 minutes to commence no later than 5 hours after starting each day.
- (e) (i) The ordinary hours of duty of employees covered by this Section having other workers under their immediate supervision shall, if so determined by the employer, be the same as the ordinary hours of the workers supervised, subject to the conditions prescribed in clauses 13.5(a) and 15.1(e)(iii).
- (ii) The provisions of clause 15.1(e)(i) shall not apply to employees holding professional qualifications and, for the purpose of this clause, Engineering Surveyors shall be deemed to be included in that category.
- (iii) Where it is necessary to establish an hourly rate for the purpose of calculating overtime, notwithstanding the ordinary hours of duty pursuant to clause 15.1(e)(i), the divisor used shall be 36.25.

### **15.2 Employees required to work unusual working hours not classed as shift work**

- (a) Clause 15.2 shall apply to the following employees:
- employees employed in Civic Centres and Theatres
  - Manager - Flinders Mall - Townsville City
  - Art Gallery Director - Townsville City
  - Art Gallery Director - Ipswich City Council
  - Art Gallery Director - Noosa Shire Council
  - employees who attend to the community development and welfare needs of the community.
- (b) The employees described in clause 15.2(a), who are required to work unusual hours, shall be paid a 15% loading of ordinary salary to compensate them for working irregular hours.
- (c) The ordinary working hours of such employees shall not exceed 7.25 hours on any one day or 36.25 hours in any one week to be worked on any five days, Monday to Saturdays, inclusive, according to a roster which shall provide for two consecutive days off each week. The roster shall be prepared and displayed to the employees concerned at least two weeks in advance, and shall not be varied except by mutual arrangement between the employee and the employer.
- (d) (i) The ordinary daily hours shall be worked continuously except for an unpaid meal break of not less than 30 minutes or more than 60 minutes duration, to be taken at times mutually arranged.
- (ii) No employee shall be required to work continuously for more than 5 hours without a meal break and if such meal break is not given double time shall be paid for all time worked after the fifth hour until a meal break of 30 minutes is given or the employee ceases work for the day, whichever is the earlier.
- (e) Within the abovementioned limits, the employer shall have the right of fixing starting times, ceasing times, and meal times, and such times shall not be altered without giving at least five days' notice, such notice to be exhibited so as to be readily available to the employee concerned.

### **15.3 Ordinary hours of duty - shift workers**

- (a) The ordinary hours of duty of shift workers shall not exceed an average of 7.25 hours per day or 36.25 hours a week and may be worked on any five days Monday to Sunday, inclusive.
- (b) A shift worker shall be granted two consecutive days off duty in every week.
- (c) A rostered shift shall not span more than 8 hours per day or, by agreement, may be more than 8 but not more than 10 hours per day.
- (d) Where a shift worker works more than 8 hours per day or more than an average of 36.25 hours per week or more than five days in any one week, such worker shall be paid overtime as set out in clause 18.

#### **15.4 Shift work - general provisions**

- (a) Shift work may not be worked for periods of less than one week.
- (b) In any period of shift work an employee may be required to work in any combination of day, afternoon or night shifts.
- (c) It shall not be necessary for shift work to be worked by separate relays of employees.
- (d) An employee shall not be deemed to be working shift work unless the employee has been provided with not less than seven days' notice of the requirement to work shift work.

#### **15.5 Rosters - shift work**

- (a) A shift work roster shall provide rotation of shifts unless the employer and the relevant union or majority of affected employees agree otherwise.
- (b) The shift work roster shall be prominently displayed at the place of work in a position where it is readily accessible to all employees concerned at least one week in advance of the date of the duties to which it refers.
- (c) Any changes to the roster shall be notified to the employees affected by such changes at least 24 hours in advance of the implementation of the alteration. If 24 hours' notice is not given, the employee concerned shall be paid at the rate of double time for all time worked until 24 hours has expired from the time the notice was given. Such penalty shall not apply if the change is made at the request of the employees concerned.

#### **15.6 Payment for working ordinary hours - shift workers**

- (a) Subject to clause 15.6(b), for each afternoon and night shift worked an employee shall be paid a shift allowance of 15% in addition to the employee's ordinary rate of pay for that day, except where a night shift is worked without rotation for a period in excess of 10 consecutive normal working days in which case 25% shall be paid in lieu of the 15%.
- (b) The shift allowances prescribed in clause 15.6(a) shall not be payable in addition to the weekend or public holiday penalty rate payments prescribed in clause 15.6(c) or any penalty payments made in accordance with the provisions of clause 15.5(c).
- (c) All ordinary hours of duty worked by a shift worker on a weekend or a public holiday will be paid for as follows:
  - (i) between 0000 and 2400 on a Saturday - time and one-half;
  - (ii) between 0000 and 2400 on a Sunday - time and one-half; and

- (iii) between 0000 and 2400 on a public holiday - at the rate prescribed in clause 23.1.

### **15.7 Travel arrangements - shift workers**

- (a) Subject to clause 15.7(b) and (c), when an employee is required to work a shift which commences or finishes at a time when the employee's normal means of private or public transport is not available, the employer must reimburse the employee the reasonable cost of a taxi fare, as appropriate from:
  - (i) the employee's home to the place of employment; and/or
  - (ii) from the place of employment to the employee's home.
- (b) The maximum reimbursement for such journeys shall be limited to journeys of no more than 15 kilometres in distance.
- (c) Clause 15.7(a) does not apply:
  - (i) where the employer provides transport in the situation set out in clause 15.7(a) free of charge to the employee; or
  - (ii) to senior officers.

## **16. Meal breaks**

### **16.1 Meal breaks - day workers**

- (a) All full-time day workers shall be allowed an unpaid meal break of not less than 30 minutes nor more than 60 minutes each day with such break to commence no later than 5 hours after starting work each day.
- (b) All work done during the recognised meal period shall be paid for at the rate of double time, such payment to continue until a meal period has commenced. Such meal period shall be of the same duration as the meal period the employee would have enjoyed had the employee not been required to continue working.

### **16.2 Meal breaks - shift workers**

- (a) Shift workers shall be allowed a paid crib break of 30 minutes during each shift to be taken at a time and in such manner that it will not interrupt any service being provided to the general public.
- (b) All work done during the recognised crib break shall be paid for at the rate of double time, such payment to continue until a meal period has commenced. Such crib break shall be of the same duration as the meal period the employee would have enjoyed had the employee not been required to continue working.

### **16.3 Meal breaks - part-time and casual employees**

Part-time and casual employees required to continue working for more than 5 consecutive hours shall be allowed an unpaid meal break of 30 minutes. If such meal break is not given prior to the commencement of the fifth hour of work, double time shall be paid for all work performed from the commencement of the fifth hour until the time a meal break of 30 minutes is given.

## **17. Rest pauses**

- (a) All employees shall be allowed a rest pause of 10 minutes in the first and second half of their daily work. Such rest pauses shall be taken at times as will not interfere with the continuity of work where continuity in the opinion of the employer is necessary.
- (b) When determined by an employer, rest pauses for employees having workers under their immediate supervision shall be banked and taken as a 20 minute break.
- (c) Further, when it is agreed between an employer and an employer concerned, Building Inspectors and their assistants, Supervising Building Inspectors, Water Officers and their assistants, Inspectors of Sewerage and Water Installations and their Supervising Inspectors may bank rest pauses so as to result in one 20 minute break, morning or afternoon.

## **18. Overtime**

### **18.1 Overtime - general provisions**

- (a) Subject to clause 18.1(b) an employer may require an employee to work reasonable overtime at overtime rates.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
  - any risk to the employee's health and safety;
  - the employee's personal circumstances including any family responsibilities;
  - the needs of the workplace or enterprise;
  - the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and
  - any other relevant matter.

### **18.2 Payment for overtime**

- (a) Except as provided elsewhere in clause 18, overtime worked outside the spread of ordinary hours on any day Monday to Friday, inclusive, or in excess of the ordinary daily or weekly hours shall be paid for at the rate of time and one-half.
- (b) All overtime worked on a Saturday or a Sunday shall be paid for at the rate of double time with a minimum payment as for 3 hours' work.

### **18.3 Payment for overtime - shift workers**

- (a) All time worked by a shift worker outside or in excess of the ordinary working hours prescribed by clauses 15.3 and 15.4 shall be deemed to be overtime and shall be paid for at the rate of double time.
- (b) Where a shift worker is recalled to work overtime after completion of a normal rostered shift, such employee shall be provided with a minimum of 4 hours' work or be paid for 4 hours at the appropriate overtime rate.

### **18.4 Time off in lieu of overtime**

- (a) Where an employee classified at a level corresponding to pay point 17 or higher is directed to work overtime, such employee shall be given time off equivalent to the time worked either outside the spread of ordinary hours on any day or in excess of the ordinary weekly hours.
- (b) Subject to the provisions of clauses 18.4(c) and (d) the time off in lieu shall be taken at a time mutually agreed between the employee and the employer.
- (c) Where time off in lieu has not been taken within three months since the overtime was worked, the employer may direct the employee to take the time off in lieu by the giving of not less than 5 days' notice.
- (d) Where the time off in lieu has not been taken, or directed to be taken, within four months since the overtime was worked the employee shall be paid the equivalent of the time worked at the relevant overtime rates.
- (e) The employer and an employee classified at a level corresponding to a pay point below 17 may mutually agree that overtime worked at the direction of the employer either outside the spread of ordinary hours on any day, or in excess of the ordinary weekly hours, is taken as time off equivalent to such time worked.

#### **18.5 Stand by for emergency work and availability allowance**

- (a) An employer may instruct an employee to be available to perform emergency work outside of their normal working hours either remotely or through attendance at a Council worksite.
- (b)
  - (i) Subject to clause 18.5(b)(ii) an employee who may be instructed to be available but who is expected to perform the work remotely e.g. by telephone or electronic link-up, shall be paid an allowance of \$14.48 per day for each day they are required to be available.
  - (ii) To be eligible for the allowance prescribed in clause 18.5(b)(i), the employee must have been instructed to be available for work, be readily accessible and in a fit state to perform work if called upon. The mere provision of electronic means for contact or to perform work remotely does not in itself justify entitlement to the allowance.
- (c)
  - (i) Subject to clause 18.5(c)(ii), an employee who may be instructed to be available and who is required to attend a Council worksite to perform work shall be paid an allowance of \$15.97 per day.
  - (ii) To be eligible for the allowance prescribed in clause 18.5(c)(i), the employee must have been instructed to be available for work, be readily contactable, in a fit state to perform the work and be within reasonable travelling distance of the worksite. The mere provision of electronic means for contact does not in itself justify entitlement to the allowance.
- (d)
  - (i) If an employee is required to leave home to perform emergency work, all work performed on that day shall be paid at the prescribed overtime rates from the time of leaving home to commence work until the time the employee returns home, with a minimum payment of not less than 3 hours at the employee's ordinary time rate. Any subsequent requirement to perform work away from home which occurs within the initial three hour time period, and which does not extend beyond the three hour time period, will not be subject to an additional payment of 3 hours.
  - (ii) Any further requirement for an employee to leave home to perform work shall be paid at the appropriate overtime rate for the actual time worked with no prescribed minimum.
- (e) If the employee is called upon to perform emergency work remotely or from home, all work performed on that day shall be paid at the prescribed overtime rates from the time the employee

commences the emergency work until such time as the employee finishes the work. If an employee is required to perform work on one or more occasions in any one day the payment received for that day shall not be less than one hour's salary at ordinary time rates.

- (f) An employee subject to clause 18.5 and who cannot be reasonably contacted or who refuses to perform the emergency work for legitimate or other reasons will forfeit any allowance prescribed in clause 18.5(b)(i) or (c)(i), respectively.
- (g) Clause 18.5 will not apply to senior officers who have been provided with mutually agreeable alternative arrangements/benefits to compensate for being available to perform emergency work.

### 18.6 Recall to duty

- (a) An employee, other than one on stand by in accordance with the provisions of clause 18.5, recalled to work overtime whether notified before or after leaving the usual place of employment and who returns to home on the completion of such overtime worked shall be paid for a minimum of 3 hours' work at the appropriate overtime rate for each time the employee is so recalled.
- (b) Except in unforeseen circumstances the employee shall not be required to work for such 3 hours if the work the employee is required to perform is completed within a shorter period.

### 18.7 Fatigue leave/rest period

- (a) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that 10 consecutive hours off duty has not occurred shall be released after completion of such overtime until 10 consecutive hours off duty does occur without loss of pay for ordinary working time occurring during such absence.
- (b) If, on the instructions of the employer, an employee resumes or continues ordinary work without having had 10 consecutive hours off duty the employee shall be paid double rates until released from duty and shall then be entitled to be absent until 10 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.

## PART 6 - Leave of Absence and Public Holidays

### 19. Annual leave

Annual leave is provided for in Division 5 of the QES. Clauses 19.1 to 19.4 supplement the QES.

#### 19.1 Period of annual leave

Subject to clause 19.2, employees covered by this Section are entitled to a period of annual leave based upon the location of their employment, as set out in the following table:

4 weeks leave	5 weeks leave
Banana Shire Council ♦	Aurukun Shire Council
Bundaberg Regional Council	Balonne Shire Council
Cherbourg Aboriginal Shire Council	Barcaldine Regional Council
Fraser Coast Regional Council	Barcoo Shire Council
Gladstone Regional Council	Blackall - Tambo Regional Council
Gold Coast City Council	Boulia Shire Council
Goondiwindi Regional Council	Bulloo Shire Council
Gympie Regional Council	Burdekin Shire Council
Hope Vale Aboriginal Shire Council	Burke Shire Council
Ipswich City Council	Cairns Regional Council
Livingstone Shire Council	Carpentaria Shire Council

4 weeks leave	5 weeks leave
Lockyer Valley Regional Council	Cassowary Coast Regional Council
Logan City Council	Central Highlands Regional Council ♣
Moreton Bay Regional Council	Charters Towers Regional Council
Noosa Shire Council	Cloncurry Shire Council
North Burnett Regional Council	Cook Shire Council
Palm Island Aboriginal Shire Council	Croydon Shire Council
Redland City Council	Diamantina Shire Council
Rockhampton Regional Council	Doomadgee Aboriginal Shire Council
Scenic Rim Regional Council	Douglas Shire Council
Somerset Regional Council	Etheridge Shire Council
South Burnett Regional Council	Flinders Shire Council
Southern Downs Regional Council	Hinchinbrook Shire Council
Sunshine Coast Regional Council	Isaac Regional Council
Toowoomba Regional Council	Kowanyama Aboriginal Shire Council
Western Downs Regional Council ♥	Lockhart River Aboriginal Shire Council
Woorabinda Aboriginal Shire Council	Longreach Regional Council
Wujal Wujal Aboriginal Shire Council	Mackay Regional Council
Yarrabah Aboriginal Shire Council	Mapoon Aboriginal Shire Council
	Maranoa Regional Council
	Mareeba Shire Council
	McKinlay Shire Council
	Mornington Shire Council
	Mount Isa City Council
	Murweh Shire Council
	Napranum Aboriginal Shire Council
	Northern Peninsula Area Regional Council
	Paroo Shire Council
	Pormpuraaw Aboriginal Shire Council
	Quilpie Shire Council
	Richmond Shire Council
	Tablelands Regional Council
	Torres Shire Council
	Torres Strait Island Regional Council
	Townsville City Council
	Whitsunday Regional Council
	Winton Shire Council
<p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>♦ Except those employees employed in a location situated in the area of Division 1 of the former Taroom Shire Council, who are entitled to 5 weeks annual leave.</li> <li>♣ Except those employees employed in a location situated in the area of the former Duinga Shire Council, who are entitled to 4 weeks annual leave.</li> <li>♥ Except those employees employed in a location situated in the area of Division 2 of the former Taroom Shire Council, who are entitled to 5 weeks annual leave.</li> </ul>	

## 19.2 Additional period of annual leave

In lieu of the requirements prescribed at sections 31(1)(b) and (6) of the Act, a continuous shift worker covered by this Section shall be entitled to one additional week of annual leave.

## 19.3 Payment for annual leave

- (a) Subject to clause 19.3(c) an employee (other than a shift worker) proceeding on annual leave is entitled to receive the following payments:
- (i) an amount equal to the salary level being paid to the employee immediately before the employee takes the leave for the period of such leave; and

- (i) a further amount equal to 17.5% of the salary payable to the employee for the period of such leave.
- (b) A shift worker proceeding on annual leave is entitled to receive the following payment:
  - (i) an amount equal to the salary level being paid to the employee immediately before the employee takes the leave for the period of such leave calculated according to the employee's roster or projected roster including shift, weekend or public holiday penalties; or
  - (ii) an amount equal to the salary level being paid to the employee immediately before the employee takes the leave for the period of such leave, plus a further amount equal to 17.5% of the salary payable to the employee for the period of such leave, excluding any shift, weekend or public holiday penalties,

whichever is the higher.

- (c) In the case of an employee who was performing higher duties as prescribed in clause 12.5 of this Section immediately prior to the taking of annual leave, the employee's aggregate time spent performing higher duties in the 12 months immediately before taking annual leave shall be taken into account, as set out in the following table, in calculating their annual leave payment in accordance with clause 19.3(a) or (b), as the case may be:

Period of performing higher duties	Proportion of annual leave to be paid at higher duties rate
less than 3 months	25%
3 months or more but less than 6 months	50%
6 months or more but less than 9 months	75%
9 months or more	100%

**19.4 Annual close down**

- (a) Where an employer closes down its operations or a section or sections thereof for the purposes of allowing annual leave to all or the bulk of the employees in the section or sections concerned, the following provisions shall apply:
  - (i) by the giving of not less than 90 days' notice the employer may direct all employees in the section or sections concerned to take leave for the duration of the closedown and allow those who are not then qualified for sufficient annual leave to cover the period of the close down to take paid leave on a proportionate basis and to take such accumulated time off/rostered days off as may be available to the employee to apply towards the close down period.
  - (ii) all time during which an employee is stood down without pay for the purpose of clause 19.4(a)(i) shall count as service in the next 12 monthly qualifying period.
- (b) Notwithstanding clause 19.4(a), where there is agreement between the employer and the majority of employees concerned, the employer may close down its operations or a section or sections thereof on one additional occasion in any 12 month period for the purpose of allowing additional annual leave for a period agreed with its employees.

**20. Personal leave**

- (a) Personal leave is provided for in Division 6 of the QES and covers:
  - (i) sick leave;
  - (ii) carer's leave;



- (iii) bereavement leave; and
- (iv) cultural leave.
- (b) Clauses 20(c) to (i) supplement Subdivisions 1 and 2 of Division 6 of the QES.
- (c) Paid sick leave is available to an employee, other than a casual employee, when they are absent:
  - (i) due to personal illness or injury; or
  - (ii) for the purposes of caring for an immediate family or household member:
    - (A) who is sick and requires the employee's care and support; or
    - (B) who requires care due to an unexpected emergency.
- (d) The amount of sick leave to which a full-time employee is entitled depends on how long they have worked for the employer and accrues from year to year as follows:
  - (i) at the rate of one day's leave for each month of employment in the first year, to a total of 12 days; and
  - (ii) 15 days credited at the start of the second and each subsequent year of service.
- (e) (i) Notwithstanding the provisions of clause 20(d), credit shall be allowed at the commencement of an employee's employment for sick leave accumulated with a previous local government employer or employers provided that:
  - (A) the employee's service as between such employers has been continuous; and
  - (B) the employee at the time of engagement produces a certificate from the previous employer certifying the amount of sick leave accumulated to the employee's credit.
- (ii) For the purpose of clause 20(e)(i):
  - (A) **continuous service** is defined to include service with an employer or with more than one employer which has been continuous except for the employee having been dismissed or stood down, or by the employee having terminated their own service with the employer, provided that the employee shall have been re-employed by that employer or some other employer within a period not exceeding the combination of any period of unused annual leave when the employee ceased employment with their previous employer, plus a further period of four weeks; and
  - (B) **employer** means a local government or local authority.
- (f) If an employee while absent from duty on annual leave granted pursuant to clause 19 of this Section is overtaken by illness the employee shall, on application and on production of a certificate signed by a duly qualified medical practitioner certifying that such employee is incapacitated by such illness to the extent that the employee would be unfit to perform normal duties for a period of not less than five days, be entitled to have such period of illness which occurs during the employee's annual leave debited to the employee's sick leave entitlement and the employee's annual leave entitlement shall be credited accordingly.
- (g) If an employee whilst absent from duty on long service leave granted pursuant to clause 22 of this Award is overtaken by illness the employee may, on application and subject to the provisions contained in this clause, be entitled to have such period of illness which occurs during the

employee's long service leave debited to the employee's sick leave entitlement and the employee's long service leave entitlement shall be credited accordingly, provided that:

- (i) the application for adjustment is approved by the employer; and
  - (ii) the application includes a certificate signed by a duly qualified medical practitioner certifying that the employee is incapacitated by such illness to the extent that the employee would be unfit to perform normal duties for a period of not less than five days.
- (h) In addition to the provisions of Subdivision 2 of Division 6 of the QES an employee's accumulated sick leave entitlements are preserved when:
- (i) the employee is absent from work on unpaid leave granted by the employer;
  - (ii) the employer or employee terminates the employee's employment and the employee is re-employed within three months;
  - (iii) the employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.
- (i) An employee's sick leave continues to accrue whilst absent from work on paid leave granted by their employer.

## **21. Parental leave**

See clause 21 of Division 1 - Provisions with common application.

## **22. Long service leave**

- (a) Long service leave, including for casual employees, is provided for in Division 9 of the QES. Clause 22(b) supplements the QES.
- (b) In lieu of the provisions of sections 95(2)(a) and (b) of the Act, all employees covered by this Section who complete 10 years' continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.
- (c) Portability of long service leave entitlements for local government employees is provided for in Chapter 8, Part 3, Division 2 the *Local Government Regulation 2012*.

## **23. Public holidays**

Public holidays are provided for in Division 10 of the QES. Clauses 23.1 and 23.2 supplement the QES provisions.

### **23.1 Payment for public holidays and for work on a public holiday**

- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday.
- (b) An employee (other than a casual employee and a senior officer) who would normally work on a day on which a public holiday falls and who is required to work on the public holiday shall, in addition to the payment prescribed in clause 23.1(a), be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.

- (c) An employee (including a casual employee but excluding a senior officer) who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clause 18.2.
- (d) An employee (including a casual employee but excluding a senior officer) who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (e) The minimum payment provided in clauses 23.1(a) or (b) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.

### **23.2 Substitution**

- (a) Subject to statutory limitations (such as the time work may not be performed on Anzac Day) where there is agreement between the employer and an employee or employees, another ordinary working day may be substituted for a public holiday.
- (b) Where an employee is subsequently required to work on the substituted day they shall be paid at the rate prescribed in clause 23.1.

## **24. Jury service**

See clause 24 of Division 1 - Provisions with common application.

## **25. Service leave**

See clause 25 of Division 1 - Provisions with common application.

## **PART 7 - Union Related Matters**

### **26. Union encouragement**

See clause 26 of Division 1 - Provisions with common application.

### **27. Union delegates**

See clause 27 of Division 1 - Provisions with common application.

### **28. Trade union training leave**

- (a) Subject to the conditions set out in clause 28(d), upon written application by an employee to an employer, such application being endorsed by the relevant union and giving to the employer at least one month's notice, the employee shall be granted up to five working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the union or specific training courses approved and accredited by the union.
- (b) Other courses mutually agreed between the union and an employer may be included under clause 28.
- (c) For the purposes of clause 28(a), **ordinary pay** shall mean at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.
- (d) The granting of such leave shall be subject to the following conditions:

- (i) An employee must have at least 12 months' uninterrupted service with an employer prior to such leave being granted.
  - (ii) This clause shall not apply to an employer with less than 10 full-time employees covered by this Section.
  - (iii) The maximum number of employees under this Section from any one place of employment of the employer attending a course or seminar at the same time will be as follows:
    - (A) where the employer employs between 10 and 100 employees 2
    - (B) where the employer employs 100 employees or more 4
  - (iv) The granting of such leave shall be subject to the convenience of the employer and so that the operations of the employer will not be unduly affected.
  - (v) The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the employer's operations.
  - (vi) Leave granted to attend courses will not incur additional payment if such course coincides with the employee's rostered day off in 38 hour week working arrangements or with any other concessional leave.
- (e) In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
  - (f) Paid trade union training leave will not affect other leave granted to employees under this Award.

## **29. Right of entry**

See clause 29 of Division 1 - Provisions with common application.

## **PART 8 - Transfers, Travelling, Camps and Equipment**

### **30. Transfer and appointment expenses**

An employee transferred by an employer from the employee's usual place of employment so as to render it necessary for the employee to live away from home shall be paid all reasonable accommodation expenses for a period not exceeding three months, or such lesser period as might apply if the employee takes up permanent residence at the employee's new centre before the expiry of three months.

### **31. Travelling expenses**

- (a) All reasonable travelling and/or out-of-pocket expenses, including accommodation and meals, incurred by an employee in the course of the employee's duties shall be reimbursed by the employer.
- (b) An employee required to travel as part of their duties outside their prescribed ordinary hours of duty shall be paid for such travelling time, to a maximum of 8 hours on any day, at ordinary rates Monday to Friday, inclusive, and at time and one-half on Saturdays, Sundays and public holidays.
- (c) An employee required to report for duty at a place away from the employee's usual place of duty involving travelling time in excess of that normally occupied in travelling to and from the employee's place of duty shall be paid ordinary rates for all such excess travelling time.

- (d) Clauses 31(b) and (c) do not apply to senior officers.

### **32. Camp allowance and camp accommodation**

- (a) Where for the performance of work it is necessary for an employee to live in a camp provided by the employer either:
- (i) because there are no reasonable transport facilities to enable the employee to travel to and from home each day; or
  - (ii) because the employee is directed to live in the camp,
- the employee shall be paid a camping allowance of \$19.57 for each day (including Saturday and Sunday) the employee lives in camp.
- (b) When an employee lives in a camp during the week and returns home or is otherwise absent from camp for not more than two nights during the week, but does not absent themselves from the job for any of the ordinary working hours, they shall be paid the camping allowance for each of the normal working days.
- (c) The camp shall be provided free of charge by the employer with board and accommodation of a suitable standard.
- (d) Clause 32 does not apply to senior officers.

### **33. Quarters**

- (a) Where an employee is provided with quarters and is required to occupy them in discharge of their duties by order of the employer, such quarters shall be rent free.
- (b) Clause 33(a) shall not preclude an employer from providing quarters and charging a proper rental for the occupation thereof where such quarters are provided by the employer for the convenience of an employee and occupied by the employee, but not under direction of the employer.

### **34. Equipment and instruments**

- (a) Where an employee is required to provide their own equipment and instruments, the employer must reimburse the employee the cost of such equipment and instruments approved by the employer.
- (b) Clause 34(a) does not apply where the equipment or instruments is paid for by the employer.
- (c) Where a piece of equipment or an instrument is supplied without cost to the employee it shall remain the property of the employer.

## **PART 9 - Training and Related Matters**

### **35. Professional development and study leave**

- (a) Employees undertaking courses of study or attending training courses shall be permitted time off with pay of up to 5 hours per week (including travelling time) to attend lectures and such time as is necessary for practical training in normal working hours subject to the following conditions:
- (i) that such courses are appropriate to local government; and

- (ii) that such courses and the method of undertaking such courses are approved and authorised by the employer.
- (b) Employees undertaking courses of study by correspondence shall be permitted reasonable time off with pay for the purpose of completing studies which are essential to the course.
- (c) Employees undertaking examinations arising from an approved course of study or training shall be entitled to time off with pay for such examinations if during normal working hours.
- (d) Reimbursement of fees and levels of assistance
  - (i) An employee who undertakes an approved course of study or training shall have all compulsory fees (other than for supplementary examinations and late enrolment or late entry fees) reimbursed, after passing examinations.
  - (ii) As subjects are passed, claims for payment must be made within reasonable time. They shall be accompanied by official receipts for fees paid, together with an official statement from the school or examining authority concerned indicating passes in the subjects for which the claim is being made.
  - (iii) Employees undertaking approved courses of study shall receive study assistance in accordance with the relevant category as set out below. In order to qualify for study assistance, the course of study and the method of undertaking such course must be approved by the employer.

(A) Category 1

Course Criteria: a course which is undertaken as a condition of the employee's employment.

Level of assistance:

- Reimbursement of all statutory and other compulsory charges in relation to the course. Reimbursement shall be made following the passing of examinations.
- Time off for attendance at lectures and practical training shall be determined by the employer having regard for the requirements of the course.
- Paid leave for attendance at examinations held during normal working hours.

(B) Category 2

Course Criteria: a course which is directly relevant to the employee's area of work and the skills or qualifications determined by the employer as being appropriate in that area of work.

Level of assistance:

- Paid leave of up to 5 hours per week (including travelling time) for attendance at lectures and such time considered appropriate by the employer for attendance at compulsory practical training.
- Paid leave for attendance at examinations held during normal working hours.
- Reimbursement of the institution's compulsory student services fee (i.e. membership of student union etc) together with reimbursement of a maximum amount of \$275

per annum in relation to other statutory or compulsory fees or charges. Reimbursement shall be made following the passing of examinations.

- Employees undertaking courses of study by correspondence shall receive up to ten days with pay per annum for attendance at compulsory residential schools.

(C) Category 3

Course Criteria: a course demonstrated to the satisfaction of the employer to be directly relevant to local government. The content of such course shall have specific application to functions and processes carried out by Local Authorities.

Level of assistance:

- Reimbursement of the institution's compulsory student services charge (i.e. membership of student union etc). Paid leave of up to 5 hours per week (including travelling time) for attendance at lectures and such time considered appropriate by the employer for attendance at compulsory practical training.
- Paid leave for attendance at examinations held during normal working hours. Employees undertaking courses of study by correspondence shall receive up to five days with pay per annum for attendance at compulsory residential schools.

### **36. Conference leave**

Time off without loss of salary or annual leave may be granted by an employer to allow an employee to attend approved seminars and/or annual conferences of any recognised institute or other body concerned with the calling of the employee.

## **Division 2 - Section 1 - Schedule 1 (Classifications - Administrative, technical, community service, supervisory and managerial services)**

### **Level 1**

#### **Characteristics**

Employees work under close direction and undertake routine activities which require the practical application of basic skills and techniques.

General features of this level consist of performing clearly defined activities with outcomes being readily attainable and clearly defined. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.

Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgement in the planning of their own work within those confines.

Positions initially at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the work section. Employees will be responsible for the timeliness of their work and required to use basic numeracy, written and verbal communication skills.

Supervision of other employees is not a feature at this level.

#### **Requirements**

Skills, knowledge, experience, qualifications and/or training (some or all of the following are needed to perform work at this level):

- a developing knowledge of the section/department function and operation;
- basic knowledge of work area requirements and the practices and procedures relevant to the work area (e.g. administration/clerical, construction, maintenance or horticulture);
- a developing knowledge of work practices and policies of the relevant work area;
- basic numeracy, keyboard, written and verbal communication skills relevant to the work area;
- no formal qualifications are required at this level;
- employers are expected to offer substantial on-the-job training;
- it is desirable that employees are studying for an appropriate certificate or undertaking either internal or external training.

#### **Responsibilities**

A position at this level may include some of the following inputs or those of a similar value:

- undertake routine activities of a clerical and/or support nature;
- undertake straight forward operation of keyboard equipment including data input and basic word-processing;
- provide routine information including general reception and telephonist duties;



- apply established practices and procedures.

**Additional responsibilities specific to Administrative employees:**

- perform general stenographic duties.

**Additional responsibilities specific to Community and Environmental Services employees:**

- undertake routine library duties involving routine shelving, issues and returns;
- enforce compliance with traffic by-laws and regulations at an elementary level.

**Additional responsibilities specific to Technical employees:**

- where prime responsibility is for the technical oversight of work performed by outside employees, employees may be required to arrange a minor works activity within established methods as part of the training process;
- where the prime responsibility lies in a technical/drafting field, trainee technical employees apply established practices and procedures in the conduct of a range of technical activities.

**Organisational relationships**

- Works under direct supervision.

**Extent of authority**

- Work outcomes are clearly monitored.
- Freedom to act limited by standards and procedures.
- Solutions to problems found in established procedures and instructions, assistance readily available.
- No scope for interpretation.

**Level 2**

**Characteristics**

Employees work under regular direction within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge. Graduates initially appointed at the top of this level will be under the direct supervision of a more senior employee.

General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function or the operational supervision of minor works programs and/or may contribute specific knowledge and/or specific skills to the work of the Council. In addition, employees may be required to assist more senior employees with specific projects.

Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees concerning established procedures. In addition, employees may be required to assist in establishing procedures to meet the objectives of a minor function. This level may be considered the first level of supervision for minor works programs/projects.

Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified employees. Employees could be required to resolve minor work procedural issues in the relevant work area within established constraints.

### **Appointment and progression**

This level is the appointment level for employees who have completed an appropriate Certificate and are required to undertake work related to that Certificate. Any graduate with a relevant three year Degree who utilises that qualification to undertake professional work within such profession is to be appointed to the top wage level in level 2. Graduates will advance to the first step of level 3 after 12 months' satisfactory service.

### **Additional provisions specific to Technical employees:**

- supervisors may also be appointed to this level if they have suitable experience and/or a post-trade certificate.

### **Requirements**

Skills, knowledge, experience, qualifications and/or training (some or all of the following are needed to perform work at this level):

- basic skills in oral and written communication with clients and other members of the public;
- knowledge of established work practices and procedures relevant to the work area;
- knowledge of policies, by-laws and regulations relating to the work area;
- understanding of clear but complex rules;
- understanding of basic computing concepts;
- application of techniques relevant to the work area;
- developing knowledge of statutory requirements relevant to the work area;
- no formal qualifications required;

OR entry point for three year Degree/Associate Diploma/appropriate Certificate without experience;

OR will have attained through previous appointments or service an equivalent level of expertise and experience to undertake the range of activities required;

OR appropriate on-the-job training and relevant experience.

### **Additional requirements specific to Community and Environmental Services and Technical employees:**

OR appropriate post-trade certificate relevant to the work area.

### **Additional requirements specific to Technical employees:**

OR qualifications accepted as both relevant and equivalent.

### **Responsibilities**

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgement within clearly established procedures and/or guidelines;
- achieve outcomes which are clearly defined.

**Additional responsibilities specific to Administrative employees:**

- operate a computer and/or programs and peripheral equipment;
- initiate corrective action at an elementary level;
- operate a word processor and/or other business software and be conversant with and utilise the functions of those systems and be proficient in their use;
- operate a desk top publisher at a routine/basic level;
- provide secretarial support requiring the exercise of sound judgement, initiative, confidentiality and sensitivity in the performance of work;
- perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for monies and assistance to clients/ratepayers.

**Additional responsibilities specific to Community and Environmental Services employees:**

- perform tasks of a sensitive nature including the provision of more than routine information;
- provide paraprofessional support to qualified librarians;
- oversee the work of unqualified library staff and/or take charge of a library outlet or function within the library;
- undertake inspectorial duties involving the enforcement of general by-laws/regulations, assist more senior employees with special projects;
- assist with elementary building, health or animal and plant control inspections under the regular direction of a more senior qualified employee;
- operate a community service program at an elementary level;
- perform tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area.

**Additional responsibilities specific to Technical employees:**

- where prime responsibility is to supervise outside employees:
  - plan and coordinate the activities of employees within a single works function of Council;
  - supervise the day-to-day operation of a minor works project;
  - be responsible for a minor works project/program.
- where prime responsibility lies in a technical field:

- apply established practices and procedures in the conduct of a range of technical activities including the fields of construction, engineering, surveying and horticulture;
- be responsible for a minor project.

### **Organisational relationships**

- Works under regular supervision.
- Oversees and guides a limited number of lower classified employees.
- Where relevant, supervises minor works programs/projects.

### **Extent of authority**

- Work outcomes monitored.
- Freedom to act within established guidelines.
- Solutions to problems may require the exercise of limited judgement, with guidance to be found in procedures, precedents and guidelines. Assistance is available when problems occur.
- Graduates receive instructions.
- Plan and coordinate work for minor work programs.

## **Level 3**

### **Characteristics**

Employees work under general direction in the application of procedures, methods and guidelines which are well established. However, graduates initially appointed at this level will be under the direct supervision of a more senior employee.

General features of this level involve solving problems of limited difficulty using knowledge, judgement and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from more senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.

Positions at this level allow employees the scope for exercising initiatives in the application of established work procedures. At this level employees may be required to supervise. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and coordination of activities within the work area.

Employees will be responsible for managing and planning their own work and that of subordinate employees and may be required to deal with formal disciplinary issues within the work area. Supervisors should have a basic knowledge of the principles of human resource management and be able to assist subordinate employees with on-the-job training.

### **Appointment and progression**

Three year Degree holders shall progress to this level after the completion of 12 months' service at the top of level 2. This is the appointment level for any graduate with a relevant four year Degree who is required to undertake work within their qualification.

Graduates shall advance to the 3rd year incremental step after 12 months' service on the 1st step of this level and shall progress to the 1st step of level 4 after a further 12 months' service. Employees with Certificate qualifications relevant to the work area shall be promoted to this level once they have

obtained the appropriate Certificate and have had relevant satisfactory service and undertaken work related to the responsibilities under this level.

### **Requirements**

Skills, knowledge, experience, qualifications and/or training (some or all of the following are needed to perform work at this level):

- thorough knowledge of work activities performed within the work area;
- sound knowledge of procedural/operational methods of the work area;
- may utilise professional or specialised knowledge;
- ability to apply computing concepts;
- working knowledge of statutory requirements relevant to the work area;
- entry level for four year Degree in the relevant discipline;

OR entry level for three year Degree plus Graduate Diploma in the relevant discipline;

OR Associate Diploma with experience;

OR three year Degree plus one year professional experience in the relevant discipline;

OR appropriate Certificate with relevant experience;

OR attained, through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake the range of activities required.

### **Responsibilities**

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- undertake responsibility for various activities in a specialised area;
- exercise responsibility for a function within the work area;
- assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of the employee;
- where prime responsibility lies in a professional field under direct supervision, employees at this level:
  - may undertake some minor phase of a broad or more complex assignment;
  - provide assistance to more senior employees.

### **Additional responsibilities specific to Administrative employees:**

- provide secretarial and/or administrative support requiring a high degree of judgement, initiative, confidentiality and sensitivity in the performance of work;

- sufficiently proficient in the operation of a computer to enable modification and/or correction of computer software systems/packages and/or the identification of operational problems. This level could include systems administrators in small to medium sized Councils whose responsibility includes the security/integrity of the system;
- apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a more senior employee;
- provide a service utilising the full functions of a desk top publisher.

**Additional responsibilities specific to Community and Environmental Services employees:**

- supervise the work of other paraprofessional library staff;
- take charge of a small library branch;
- regularly undertake general inspections to enforce compliance with various Acts, (excluding those relating to building/health) Regulations, by-laws and policies, including the presentation of materials for prosecution of offences as required;
- advise landholders/local authorities/government officers on eradication/control techniques and measures and inform them of their obligations under the relevant legislation;
- provide advice on requirements for compliance with relevant Acts, Regulations, codes, standards, by-laws and Council policies. Undertake basic health or building inspections;
- undertake minor development assessment duties;
- coordinate elementary community service programs or a single program at a more complex level;
- where prime responsibility lies in a professional field, employees at this level would undertake at least some of the following:
  - perform duties of a specialised nature;
  - provide a range of library and information services in a small library or in a large library predominantly involved in the provision of a particular library service or function;
  - plan and coordinate elementary community-based projects/programs;
  - perform moderately complex functions including social planning, demographic analysis, survey design and analysis.

**Additional responsibilities specific to Technical employees:**

- where prime responsibility is to supervise the work of outside employees, supervision may extend to several elements of the work:
  - plan and coordinate minor works;
  - exercise responsibility for a number of minor works and determine objectives for the functions under their control.
- where the prime responsibility lies in a technical field, employees at this level:
  - perform moderately complex functions in various fields including construction, engineering surveying and horticulture;
  - assist and review work done by subordinate employees.
- at this level there is scope for exercising initiative in the application of established work practices.

### **Organisational relationships**

- Works under general supervision (except for graduates, who work under direct supervision).
- Supervision of other employees.
- Operates as a member of a professional team.

### **Extent of authority**

- May set outcome/objectives for specific projects.
- Graduates receive instructions on the broader aspects of the work.
- Freedom to act within defined/established practices.
- Problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

## **Level 4**

### **Characteristics**

Employees work under general direction in functions that require the application of skills and knowledge appropriate to the work. Guidelines and work procedures are generally established.

General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in the discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.

Positions may involve a range of work functions which could contain a substantial component of supervision or require employees to provide specialist expertise/advice in their relevant discipline. Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed within a function or a number of work areas.

Employees require skills in managing time, setting priorities, planning and organising their own work and that of subordinate employees, where supervision is a component of the position, to achieve specific objectives. Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

### **Appointment and progression**

Graduates will progress to the first incremental step of this level once two years' service at level 3 are completed and will progress to the 3rd incremental step in this level following an additional year of service.

### **Additional provisions specific to Community and Environmental Services employees:**

- employees undertaking health or building inspections shall be promoted to this level once they have had the appropriate experience and undertaken work related to the responsibilities under this level.

### **Requirements**

Skills, knowledge, experience, qualifications and/or training (some or all of the following are needed to perform work at this level):

- knowledge of statutory requirements relevant to work area;
- knowledge of section procedures, policies and activities;
- sound discipline knowledge gained through previous experience, training or education;
- knowledge of the role of departments within Council and/or service functions;
- specialists require an understanding of the underlying principles in the relevant discipline;
- relevant four year Degree with two years of relevant experience or three year Degree with three years of relevant experience;

OR Associate Diploma with relevant experience;

OR lesser formal qualifications with substantial years of relevant experience;

OR attained, through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake the range of activities required.

### **Responsibilities**

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- undertake activities which may require the employee to exercise judgement and/or contribute critical knowledge and skills where procedures are not clearly defined;
- exercise responsibility for various functions within a work area;
- perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- identification of specific or desired performance outcomes;
- contribute to interpretation and administration of matters for which there are no clearly established procedures;
- where the prime responsibility lies in a professional field, employees:
  - discuss techniques, procedures and/or results with clients on straight forward matters;
  - lead a team within a discipline related project.

### **Additional responsibilities specific to Administrative employees:**

- provide administrative support of a complex nature to more senior employees;
- undertake a wide range of activities associated with program, activity or service delivery;
- undertake computer operations requiring technical expertise and experience and may exercise initiative and judgement in the application of established procedures and practices;



- apply computer programming knowledge and skills in systems development, maintenance and implementation.

**Additional responsibilities specific to Community and Environmental Services employees:**

- exercise responsibility for various functions within a work area including compliance with regulations, codes and procedures;
- ensure plans, permits, applications etc comply with the various relevant Acts, codes, regulations and standards;
- undertake site inspections and determine compliance with appropriate legislation, regulations and codes;
- provide assistance on building or health applications including liaison with clients;
- where the prime responsibility lies in a professional field, employees would undertake at least some of the following:
  - liaise with other professionals at a technical level;
  - provide a reference, research and/or technical information service, including the facility to understand and develop technologically based systems;
  - carry out a variety of activities in the field of library services requiring initiative and judgement in the selection and application of established principles, techniques and methods;
  - perform a range of planning functions exercising knowledge of statutory and legal requirements;
  - provide advice on development applications for land division etc and general planning procedures and requirements;
  - assist more senior employees with the planning and coordination of a community program of a complex nature.

**Additional responsibilities specific to Technical employees:**

- where the prime responsibility is to supervise the work of outside employees, employees at this level:
  - exercise responsibility for work groups including the completion of work assignments, standards of work quality and/or compliance with regulations, codes and specifications;
  - assist more senior employees with the establishment of work programs of a complex nature;
  - responsible for a part of the works program budget.
- where the prime responsibility lies in a technical field, employees at this level:
  - undertake projects which impact on the sections and/or department's programs;
  - carry out a variety of activities in the field of technical operation requiring initiative and judgement in the selection and application of established principles, techniques and methods.

**Organisational relationships**

- Works under general direction.
- Supervises subordinate employees or works in a specialised field.

**Extent of authority**

- Required to set outcomes within defined constraints.
- Provides specialist, technical or professional advice.
- Freedom to act governed by clear objectives and/or budget constraints.
- Solutions to problems generally found in precedents, guidelines or instructions. Assistance is usually available.

## Level 5

### Characteristics

Employees are subject to general direction from more senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with departmental and/or Council goals.

Employees adhere to established work practices. However, they may be required to exercise initiative and judgement where practices and direction are not clearly defined.

General features at this level indicate the involvement in establishing sectional/departmental programs and procedures. Positions will include a range of work functions and may involve the supervision of a section or, in the case of small Councils, a department. Work may span more than one discipline. Employees may be required to assist in the preparation of, or prepare, the departmental budget. Employees will be required to provide expert advice to lower classified employees.

Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience in the discipline. Employees will be required to set priorities and monitor workflows in their area of responsibility, which may include establishing work programs in small Councils.

Employees are required to set project priorities, plan and organise their own work and that of subordinate employees and establish the most appropriate operational methods for the section/department. In addition, interpersonal skills are required to gain the co-operation of clients and employees. Employees responsible for projects and/or functions will be required to establish outcomes to achieve departmental/Council goals. Specialists may be required to provide multi-disciplinary advice.

### Appointment and progression

Graduates will progress to the first incremental step of this level on the completion of two years' service at level 4 and will progress to the next incremental step after a further year of service.

### Additional provisions specific to Technical employees:

- employees employed with technical qualifications shall progress to this level once they have completed 12 months' satisfactory service at the top wage level in level 4.

### Requirements

Skills, knowledge, experience, qualifications and/or training (some or all of the following are needed to perform work at this level):

- knowledge of departmental programs, policies and activities;
- sound discipline knowledge gained through experience;

- knowledge of the role of Council's structure and service;
- relevant Degree with relevant experience;

OR Associate Diploma with substantial experience;

OR less formal qualifications with specialised skills sufficient to perform the duties required at this level;

OR attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required at this level.

**Additional requirements specific to Community and Environmental Services and Technical employees:**

OR qualifications in more than one discipline.

**Responsibilities**

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- responsible for a range of functions within the section and/or department requiring a high level of knowledge and skills;
- undertake responsibility for a moderately complex project;
- undertake a minor phase of a broader or more complex professional assignment;
- assist with the preparation of, or prepare, departmental or section budgets;
- set priorities and monitor workflow in areas of responsibility;
- provide expert advice to lower classified employees;
- exercise judgement and initiative where procedures not clearly defined;
- where the prime responsibility lies in a professional field, employees at this level would:
  - under general direction, undertake tasks of a specialised and/or detailed nature;
  - exercise professional judgement within prescribed areas;
  - provide reports on progress of project activities, including recommendations.

**Additional responsibilities specific to Administrative employees:**

- understand all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;
- undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas. May exercise responsibility for a specialised area of Council's computing operation;
- undertake publicity assignments within the framework of Council's publicity and promotions program. Such assignments would be of limited scope and complexity but would involve the coordination of facets of the total program including media liaison, design and layout of publications/displays and editing.

**Additional responsibilities specific to Community and Environmental Services employees:**

- undertake duties in the disciplines of building and health utilising knowledge of procedures and statutory requirements relevant to the work areas;
- operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a more senior employee;
- where the prime responsibility lies in a professional field, employees at this level would undertake at least some of the following:
  - carry out planning studies for particular projects including aspects of design, formulation of policy, implementation procedures and presentation;
  - exercise a high level of interpersonal skills in dealing with the public and other organisations;
  - plan, develop and operate a community service program of a moderately complex nature.

**Additional responsibilities specific to Technical employees:**

- where prime responsibility is to supervise outside employees, employees at this level:
  - exercise operational responsibility for works programs;
  - exercise judgement and initiative where procedures not clearly defined;
  - establish work programs in small Councils.
- where prime responsibility lies in a technical field:
  - lead teams on moderately complex technical projects;
  - exercise significant initiative and judgement in the selection and application of established principles, techniques;
  - supervise the work of other employees;
  - provide reports to management and/or recommendations on technical suitability of equipment procedures, processes and results.

**Organisational relationships**

- Works under general direction.
- Supervises other employees.

**Extent of authority**

- Exercise a degree of autonomy.
- Control projects and/or programs.
- Set outcomes for subordinates.
- Establish priorities and monitor workflow in areas of responsibility.
- Solutions to problems can generally be found in documented techniques, precedents, guidelines or instructions. Assistance is available when required.

## Level 6

### Characteristics

Employees operate under limited direction from more senior employees and undertake a range of functions for which operational policies, practices and guidelines may need to be developed. General features at this level allow employees the scope to influence the operational activities of the section, department and/or Council. Employees will be expected to contribute to the management of the section/department, assist in the preparation of, or prepare, budgets, establish procedures, work practices etc. Employees at this level will be required to provide expert advice to lower classified employees.

Positions at this level will require responsibility for decision making in their particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the work section and/or department. Employees will be required to set outcomes for the work area for which they are responsible so as to achieve the objectives of the department and/or Council. Employees may exercise managerial responsibility for a work area, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs/activities.

Positions at this level may be identified by the impact of activities undertaken or achievement of stated outcomes/objectives for the work area. Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate subordinate employees, and understand and implement effective human resource management practices.

### Requirements

Skills, knowledge, experience, qualifications and/or training (some or all of the following are needed to perform work at this level):

- discipline/specialist skills and/or supervision/management abilities exercised within a multi-disciplinary, or in a major single function, operation;
- discipline knowledge gained through experience, training or education;
- appreciation of the long term goals of the organisation;
- detailed knowledge of program activities and work practices relevant to the work area;
- knowledge of organisation structures or functions;
- comprehensive knowledge of Council policies relevant to the section/department;
- comprehensive knowledge of statutory requirements relevant to the discipline;
- Degree with substantial experience;

OR Associate Diploma with substantial experience;

OR lesser formal qualifications with a combination of experience, expertise and competence sufficient to perform the duties required at this level.

### Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- undertake significant projects and/or functions involving the use of analytical skills;
- provide advice on matters of complexity within the work area and/or discipline;
- undertake a range of duties within the work area, including problem definition, planning and the exercise of judgement;
- provide advice on policy matters and contribute to their development;
- negotiate on matters of significance within the section and/or department, with other bodies and/or members of the public;
- control and coordinate a work area within budgetary constraints;
- exercise a degree of autonomy, within budgetary constraints, in establishing the operation of the work area;
- undertake duties which involve more than one discipline;
- provide a consultancy service for a range of activities;
- where prime responsibility is in a professional field, employees at this level:
  - provide support to a range of activities or programs;
  - control and coordinate projects;
  - contribute to the development of new procedures and methodology;
  - provide expert/specialist advice/assistance relevant to the discipline;
  - supervise/manage the operation of a discrete element which is part of a larger office;
  - supervise on occasions other professional employees within the discipline;
  - provide consultancy services for a range of activities.

**Additional responsibilities specific to Technical employees:**

- where prime responsibility is to supervise outside staff, employees at this level:
  - control and coordinate the works program within budgetary constraints;
  - supervise a large outside workforce and/or contractors;
  - exercise a degree of autonomy, within budgetary constraints, in establishing works programs.
- where the prime responsibility is in a technical field, employees at this level:
  - contribute to the development of new techniques and methodology.

**Organisational relationships**

- Works under limited direction.
- Supervision of employees.

**Extent of authority**

- May manage a work area.
- Exercises a degree of autonomy (advice available on complex or unusual matters).

- Manages significant projects and/or functions.

## Level 7

### Characteristics

Employees operate under limited direction and exercise managerial responsibility for various functions within the department and/or Council or operate as a specialist, a member of a specialised professional team or independently. General features at this level require the employee's involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by Council and/or activities undertaken by sections of the community served by the Council. Employees will also be required to monitor policies and activities within the work area.

Employees are involved in the formation/establishment of programs, the procedures and work practices within the department and will be required to provide assistance to other employees, sections and/or departments. Positions at this level require the taking of responsibility for decision making and the provision of expert advice to other areas of Council. Employees at this level would be expected to undertake the control and coordination of a section, department and/or significant work area. Employees require a good understanding of the long term goals of Council.

Employees may be identified by the level of responsibility for decision making, the exercise of judgement and delegated authority and the provision of expert advice. The management of staff is normally a feature at this level and employees are responsible for a significant work area. Employees are required to set outcomes in relation to their section and/or function and may be required to negotiate matters on behalf of the work area.

### Appointment and progression

Graduates required to perform duties relevant to their tertiary qualification shall progress to this level once they have completed three years' satisfactory service at level 6 and undertake work related to the responsibilities under this level.

### Requirements

Skills, knowledge, experience, qualifications and/or training (some or all of the following are needed to perform work at this level):

- comprehensive knowledge of Council's policies and procedures.
- application of a high level of discipline knowledge.
- qualifications are generally beyond those normally acquired through tertiary education alone, typically acquired through completion of higher education qualifications to Degree level and extensive relevant experience.

OR less formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard;

OR a combination of experience, expertise and competence sufficient to perform the duties required at this level.

### Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;
- exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single discipline or multi-discipline operation;
- develop work practices and procedures for various projects;
- establish work area outcomes;
- prepare budget submissions for senior officers and/or Council;
- develop and implement significant operational procedures;
- review operations to determine their effectiveness;
- develop appropriate methodology and apply proven techniques in providing specialised services;
- where prime responsibility lies in a professional field, employees at this level:
  - control and coordinate projects within an organisation in accordance with corporate goals;
  - provide advice on policy matters and contribute to their development;
  - provide a consultancy service to a wide range of clients;
  - may engage in complex professional problem-solving.

**Additional responsibilities specific to Technical employees:**

- where prime responsibility is to supervise outside staff, employees at this level:
  - develop and implement significant works programs.
- where prime responsibility is in a technical field, employees at this level:
  - develop appropriate methodology and apply proven techniques in providing specialised technical services;
  - exercise significant levels of initiative in the accomplishment of technical objectives.

**Organisational relationships**

- Works under limited direction.
- Normally supervises other employees and establishes and monitors work outcomes.

**Extent of authority**

- Manages a work area of Council.
- Has significant delegated authority. Selection of methods and techniques are based on sound judgement (guidance is not always readily available within the organisation).
- Decisions and actions taken at this level may have a significant effect on programs/projects/work areas being managed.



## Level 8

### Characteristics

Employees are subject to broad direction from senior employees and exercise managerial responsibility for a department/Council's relevant activity. Employees may operate as a senior specialist providing multi-functional advice to either various departments or directly to Council. General features of this level require the employee's involvement in the initiation and formulation of extensive projects/programs which impact on Council's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.

Additional features include: providing financial, specialised technical, professional and/or administrative advice on policy matters within the department and/or Council. Employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area to achieve corporate goals.

Employees require a high level of proficiency in the application of theoretical or scientific approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.

Employees at this level will be required to take responsibility for decision making within the constraints of divisional/corporate policy and require the employee to provide advice and support to other areas of Council. Employees will have significant impact upon Council's policies and programs and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and/or programs. Positions may be identified by the significant independence of action within the constraints of departmental or corporate policy.

### Requirements

Skills, knowledge, experience, qualifications and/or training (some or all of the following are needed to perform work at this level):

- detailed knowledge of Council's policies, programs, procedures and practices;
- high level of discipline knowledge;
- detailed knowledge of statutory requirements;
- qualifications are generally beyond those normally acquired through a Degree course and experience in the field of specialist expertise. (Could be acquired through further qualifications in the field of expertise or in management.)

OR lesser formal qualifications together with the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard;

OR a combination of experience, expertise and competence sufficient to perform the duties of the position.

### Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- undertake work of significant scope and/or complexity, major portions of which require initiative;

- undertake duties of an innovative, novel and/or critical nature with little or no professional direction;
- undertake functions across a range of administrative, specialist or operational areas which include specific programs/activities, management of service delivery and the provision of high level advice;
- provide specialist advice on policy matters and contribute to the development/review of policies;
- manage extensive projects/programs in accordance with departmental/corporate goals. This may require the development, implementation and evaluation of those goals;
- where the prime responsibility is in a professional field, employees at this level:
  - contribute to the development of operational policy;
  - assess and review the standards and work of other professional personnel/external consultants;
  - initiate and formulate departmental/Council programs;
  - implement Council objectives within corporate goals;
  - develop and recommend ongoing plans and programs for department/Council;
  - provide specialist advice;
  - ensure the outcome of work of significant scope and/or complexity.

**Additional responsibilities specific to Technical employees:**

- where prime responsibility is in the supervision of outside employees, employees at this level:
  - conduct technical support programs and sub-programs within the framework of Council's operating program;
  - offer consultancy service;
  - provide on-going evaluation and development/revision of methodology/techniques and/or the application of a high level of analytical skills in the attainment and satisfying of technical objectives.

**Organisational relationships**

- Works under broad direction.
- Manages a department/section or operates as a senior specialist.

**Extent of authority**

- Manages a work area of Council at a higher level of ability.
- Authority to implement and initiate change in area of responsibility within organisational goals and constraints.
- Exercises control of organisational elements, accountable for the quality, effectiveness, cost and timeliness of programs/projects under their control.
- Solutions to problems require an analytical approach and elements of development and creativity within the scope of divisional/corporate policies.
- Methods, procedures and processes are less well defined and employees are expected to contribute to their development and adaptation.

## **Senior Officers**

### **Director of engineering services**

The Director of engineering services is an employee who holds a Local Government Engineer's Certificate and is appointed as such by a Council. The Director of engineering services is totally responsible for Council's construction and maintenance works programs including roads, water, sewerage, parks etc. The Director will be the principal decision maker and may act independently, subject only to Council policy and the overriding administrative review of the Chief executive officer, and is held finally accountable for the performance of the functions or programs under their control/direction. The Director shall be responsible for planning and directing professional, scientific, administrative and technical services and other specialised programs requiring extensive professional and managerial experience.

### **Deputy chief executive officer**

The Deputy chief executive officer is an employee appointed as such by a Council who is required to deputise for the Chief executive officer. Such officer is the principal decision maker and manager of a department comprising a number of major functions and/or programs which occupy a significant proportion of Council resources and/or policy attention and may act independently, subject only to Council policy and the overriding administrative and/or technical review of the Chief executive officer. The Deputy chief executive officer is held finally accountable for the performance of the functions and/or programs under their control/direction. The Deputy chief executive officer shall have wide latitude in exercising independent judgement and shall be required to perform work of very significant difficulty and accountability.

### **Deputy director of engineering services**

The Deputy director of engineering services is an employee who holds a Local Government Engineer's Certificate and is appointed as such by a Council. Such employee is required to deputise for the Director of engineering services and is also the principal decision maker and manager of a department or departments comprising a number of major functions and/or programs which occupy a significant proportion of Council resources and/or policy attention. The Deputy director of engineering services may act independently, subject only to Council policy and the overriding administrative and/or technical review of the Chief executive officer and/or Director of engineering services, and is held finally accountable for the performance of the functions and/or programs under their control/direction. They shall have wide latitude in exercising independent judgement and shall be required to perform work of very significant difficulty and accountability.

### **Qualified accountant**

A Qualified accountant is an officer who holds the Local Government Clerk's Certificate or academic qualifications acceptable for admission to the Australian Society of Certified Practising Accountants and/or the Chartered Institute of Accountants who is appointed as such by a Council and is required to oversee the entire financial management of the local authority concerned. Such employee would be the principal decision maker and manager of a department comprising a number of major functions and/or programs which occupy a significant proportion of Council resources and/or policy attention. The Qualified accountant may act independently, subject only to Council policy and the overriding administrative and/or technical review of the Chief executive officer, and is held finally accountable for the performance of the functions and/or programs under their control/direction. They shall have wide latitude in exercising independent judgement and shall be required to perform work of very significant difficulty and accountability.

### **Department head**

A Department head is an employee appointed as such by a Council who is the principal decision maker and manager of a department comprising a major function or program which occupies a significant

proportion of Council resources and/or policy attention. A Department head may act independently, subject only to Council policy and the overriding administrative review of the Chief executive officer, and is held finally accountable for the performance of the functions and/or programs under their control/direction.

## Division 2 - Section 1 - Schedule 2 (Locality allowances)

(a) **Entitlement**

An employee referred to in clause 13.2 of this Section appointed to work at a centre listed in the Table at clause (g) shall be paid:

- (i) the full rate of locality allowance for the centre if the employee satisfies the chief executive that he or she has a dependent spouse, dependent de facto spouse or dependent child; or
- (ii) one-half the full rate of locality allowance for the centre if the employee does not have a dependent spouse, dependent de facto spouse or dependent child.

(b) **Dependants**

The chief executive of an employer shall be responsible for establishing the criteria to determine whether an employee is eligible for the full rate of locality allowance. As a guide, a person in receipt of remuneration less than the Queensland Minimum Wage set by the Commission through State Wage Case decisions from time to time could be regarded as a dependant.

- (c) An employee referred to in clause 13.2 of this Section who lives with their spouse or de facto spouse who is also eligible to receive a locality allowance under this Section shall be entitled to one-half of the rate for the relevant centre as stated in the Table at clause (g) irrespective of whether such employee has a dependant.

(d) **Changed circumstances**

An employee in receipt of the full or one-half of the locality allowance prescribed in the Table at clause (g) shall notify the chief executive immediately of any changes in the employee's circumstances that would affect the amount of locality allowance payable.

(e) **Qualifications**

Locality allowance is payable during periods of annual, sick, long service leave, or any other leave on full pay but is not payable to an employee absent without pay.

- (f) The locality allowances contained in the Table at clause (g) have been inserted at the Direction of the Minister for Industrial Relations pursuant to an Award Modernisation Request, dated 6 June 2016, under section 140C of the *Industrial Relations Act 1999* and shall not be adjusted in accordance with future State Wage Case Decisions of this Commission, or by reference to any other adjustment criteria contained in this Award.

(g) Table:

CENTRE	FULL RATE/ FORTNIGHT	CENTRE	FULL RATE/ FORTNIGHT	CENTRE	FULL RATE/ FORTNIGHT
Abercorn	39.90	Bambaroo	63.60	Bluff	63.40
Abergowrie	80.70	Banana	71.10	Bogantungan	84.40
Adavale	161.80	Bancroft	36.80	Bohlevale	45.70
Agnes Water	29.70	Barakula	54.10	Bollon	101.70
Airdmillan	65.90	Baralaba	81.60	Boogan	74.60
Airlie Beach	67.90	Barambah Fld St Cen	37.60	Boondooma	44.20

Queensland Local Government Industry (Stream A) Award – State 2017

CENTRE	FULL RATE/ FORTNIGHT	CENTRE	FULL RATE/ FORTNIGHT	CENTRE	FULL RATE/ FORTNIGHT
Airville	67.40	Barcaldine	109.70	Boondooma Dam	42.20
Alexandra Bay	97.70	Bartle Frere	67.00	Boree	136.20
Alligator Creek	34.50	Batavia Downs	226.50	Bororen	31.20
Almaden	90.30	Bauhinia	84.90	Bouldercombe	30.10
Aloomba	57.00	Beardmore	81.10	Boulia	196.10
Alpha	102.60	Beardmore Dam	78.80	Bowen	43.40
Ambrose	31.90	Bedourie	276.10	Boyne Island	27.50
Amby	62.90	Begonia	93.70	Boynedale	30.10
Amiens	29.70	Bell	21.80	Boynewood	42.30
Anakie	72.00	Bellenden Ker	61.80	Bracewell	28.80
Andergrove	29.00	Bemerside	73.70	Brandon	62.60
Applethorpe	26.30	Benaraby	27.50	Brigalow	49.30
Aramac	125.30	Benarkin	23.90	Brigalow Res Stn	93.50
Arcadia Valley	80.00	Benlidi	119.10	Brightley	36.00
Atherton	69.00	Berajondo	20.70	Broadwater	26.90
Auburn River	64.10	Biboohra	65.10	Bubialo	54.50
Augathella	101.90	Biloela	48.20	Bucasia	30.70
Aurukun	326.80	Binbee	55.80	Builyan	39.20
Awoonga Dam	25.30	Binjour Plateau	31.30	Bullock Creek	114.90
Ayr	64.30	Birdsville	294.10	Bunerba	42.30
Babinda	63.80	Bjelke-Petersen Dam	34.40	Bungalien	145.90
Badu Island	334.00	Blackall	102.50	Bungunya	63.70
Bajool	33.00	Blackbutt	25.50	Burdekin Falls Dam	122.20
Balfe's Creek	85.30	Blackwater	67.60	Burketown	227.10
Ballandean	30.20	Bloomfield River	199.40	Burra Burri	33.90
Ballon	58.40	Bloomsbury	49.40	Butcher's Creek	69.60
Bamaga	312.30	Bluewater	50.00	Byfield	43.70
Bymount East	57.40	Coen	254.40	Dow's Creek	40.30
Cadarga	66.30	Collinsville	63.60	Drillham	60.70
Cairns	50.70	Columboola	52.10	Drummond	89.70
Calen	41.10	Comet	70.70	Duaranga	53.50
Callemondah	27.50	Condamine	59.40	Duchess	140.90
Callide	50.80	Coningsby	30.70	Dulacca	67.50
Calliope	27.50	Cooktown	182.10	Dululu	41.00
Cameron Downs	146.60	Coolabunia	21.80	Dundula	29.70
Camooweal	169.10	Cooladdi	103.20	Dunkeld	64.90
Cania Dam	39.90	Coolmunda Dam	33.20	Dunmore	25.00

Queensland Local Government Industry (Stream A) Award – State 2017

CENTRE	FULL RATE/ FORTNIGHT	CENTRE	FULL RATE/ FORTNIGHT	CENTRE	FULL RATE/ FORTNIGHT
Cannonvale	61.30	Coongoola	121.60	Dunwich	66.20
Capella	73.30	Cooranga North	26.40	Durong South	39.50
Caravonica	50.70	Coowonga	32.60	Dysart	75.60
Cardstone	103.90	Cooyar	22.40	Edmonton	53.20
Cardwell	83.70	Coppabella	63.20	Eidsvold	48.30
Carmila	53.10	Cordelia	74.20	Eimeo Road	31.00
Carstairs	66.90	Corfield	163.10	Einasleygh	143.80
Cawarral	34.10	Cottonvale	26.30	El Arish	80.70
Cecil Plains	23.30	Cracow	90.60	Elgin Vale	35.90
Charleville	82.00	Crawford	20.70	Emerald	63.10
Charters Towers	69.90	Croydon	258.00	Emmet	141.70
Cheepie	114.50	Cunnamulla	109.70	Emu Park	35.50
Chelona	31.20	Daintree	77.40	Eromanga	163.30
Cherbourg	44.60	Dajarra	159.80	Eton	34.80
Chillagoe	98.30	Dalberg	88.30	Eulo	125.60
Chinchilla	45.80	Dalby	13.30	Eungella	48.90
Chorregon	144.70	Dalma	35.00	Evesham	127.00
Clare	72.40	Dalveen	19.90	Fairbairn Dam	66.30
Clarke Creek	67.20	Darnley Island	334.00	Farleigh	30.00
Clermont	96.50	Darr	114.00	Farnborough	36.10
Clinton	27.50	Dauan Island	334.00	Feluga	96.80
Cloncurry	115.20	Depot Hill	26.60	Fernlees	70.50
Cloyna	36.40	Dimbulah	74.70	Finch Hatton	44.30
Cobarra	48.70	Dingo	57.40	Flaggy Rock Creek	54.70
Cockatoo	113.60	Dirranbandi	97.90	Flying Fish Point	72.80
Coconut Island	334.00	Doomadgee	250.00	Foleyvale	67.10
Foresthorne	72.40	Hamilton Island	73.50	Kabra	29.00
Forrest Beach	75.70	Hampden	35.00	Kadara	56.50
Forsayth	160.70	Hannaford	47.50	Kaimkillenbun	18.60
Fossilbrook Creek	119.90	Haughton Valley	61.30	Kairi	69.80
Fraser Island	48.20	Hawkin's Creek	74.20	Kajabbi	143.70
Freshwater	51.40	Hay Point	38.00	Kalamia	66.10
Gallangowan	38.40	Hayman Island	61.50	Kalapa	32.40
Gargett	41.10	Hebel	114.30	Kalpowar	41.10
Gayndah	26.50	Helen's Hill	67.40	Kamerunga	52.70
Georgetown	148.90	Herberton	73.80	Karumba	263.10
Gilliat	150.50	Home Hill	67.40	Kennedy	87.00
Gindie	66.90	Homebush	33.20	Keppel Sands	33.20
Girringah	70.90	Homestead	93.00	Kilcummin	109.60

Queensland Local Government Industry (Stream A) Award – State 2017

CENTRE	FULL RATE/ FORTNIGHT	CENTRE	FULL RATE/ FORTNIGHT	CENTRE	FULL RATE/ FORTNIGHT
Giru	53.80	Hope Vale	192.60	Kinchant Dam	37.80
Gladstone	27.50	Hopeland	49.10	Kindon	36.50
Glen Aplin	28.20	Hughenden	131.40	Kingaroy	20.50
Glenden	89.80	Hungerford	186.00	Kioma	64.20
Glenella	29.00	Hythe	88.30	Koah	62.50
Glenlyon Dam	48.30	Ifracombe	113.60	Kogan	24.90
Glenmorgan	55.30	Ingham	70.60	Kolijo	40.80
Gogango	39.90	Inglewood	38.00	Koorboora	90.30
Golembil	41.90	Injune	62.90	Koumala	42.30
Goondi	70.80	Inkerman	71.40	Kowanyama	326.80
Goondiwindi	47.00	Innisfail	71.60	Kumbia	26.30
Goonyella	60.30	Irvinebank	80.60	Kunwarara	41.40
Goovigen	57.30	Isisford	134.90	Kuranda	56.20
Gordonvale	55.50	Iveragh	28.40	Kuttabul	35.80
Gracemere	27.50	Jambin	54.50	Kynuna	162.70
Greenlands	29.70	Jandowae	24.50	Lakeland	201.50
Greenvale	119.10	Jarvisfield	66.40	Lakes Creek	26.60
Greycliffe	54.30	Jericho	115.90	Laura	217.60
Grosmont	79.80	Jilalan	37.80	Lawn Hill	216.70
Guluguba	68.00	Jimbour	18.80	Lockhart River	312.30
Gumlu	58.50	Jimna	20.90	Long Pocket	76.40
Guthalungra	54.30	Julatten	75.50	Longford Creek	50.50
Halifax	75.40	Julia Creek	144.70	Longreach	108.00
Hambledon	52.90	Jundah	188.30	Lorraine	187.00
Lower Tully	95.10	Miles	55.60	Mount Perry	25.50
Lowmead	20.70	Millaa Millaa	80.10	Mount Surprise	125.70
Lucinda Point	77.70	Millaroo	80.20	Moura	67.50
Lundavra	66.20	Milman	32.10	Mourilyan	73.30
Mabuiag Island	334.00	Mingela	63.10	Mt Isa	86.80
Machan's Beach	51.90	Mirani	37.30	Muckadilla	52.30
Mackay	29.00	Miriam Vale	36.50	Mulgildie	34.80
Mackenzie River	78.00	Miriwinni	65.50	Mundoo	72.80
Macknade	74.70	Mission Beach	101.10	Mundubbera	41.10
Macleay Island	42.20	Mistake Creek	110.30	Mungallala	72.50
Magnetic Island	73.50	Mitchell	66.30	Mungindi	103.20
Maida Vale	65.90	Moa Island	334.00	Mungungo	35.10
Major's Creek	53.80	Moffatdale	33.90	Murgon	30.80
Makowata	20.70	Mondure	32.80	Murray Island	334.00



Queensland Local Government Industry (Stream A) Award – State 2017

CENTRE	FULL RATE/ FORTNIGHT	CENTRE	FULL RATE/ FORTNIGHT	CENTRE	FULL RATE/ FORTNIGHT
Malanda	74.00	Monogorilby	57.20	Murray River Upper	91.30
Malbon	127.60	Monto	32.50	Mutarnee	59.80
Malu Kiwai Island	334.00	Mookarra	46.70	Mutchilba	72.10
Mangalore	92.30	Moonie	39.90	Muttaborra	135.40
Many Peaks	38.30	Moranbah	56.90	Nagoorin	33.90
Marathon	148.10	Morella	122.70	Nanango	25.30
Mareeba	63.50	Moresby	74.90	Nankin	28.40
Marian	34.80	Moreton	232.80	Narpi	37.30
Marlborough	52.10	Mornington Island	334.00	Nebo	50.90
Marmadua	41.20	Morven	103.20	Nelia	155.60
Marmor	34.60	Moselle	152.90	Nerimbera	27.70
Maxwelton	170.00	Mossman	68.30	Nonda	175.10
McKinlay	145.20	Mount Chalmers	32.80	Normanton	245.70
McDonnells Creek	59.20	Mount Charlton	44.10	Oakenden	35.30
Meandarra	50.30	Mount Fox	82.70	Oaky Creek Mine Site	85.20
Memerambi	22.30	Mount Garnet	94.10	Ogmore	59.40
Mena Creek	76.40	Mount Larcom	30.60	Olio	158.80
Merinda	44.40	Mount Molloy	72.30	Oorindi	130.00
Miallo	70.60	Mount Morgan	33.90	Orion	88.10
Middlemount	91.00	Mount Murchison	49.50	Osborne	69.10
Midgee	29.00	Mount Ossa	38.80	Paget	29.00
Palm Island	103.70	Rockhampton	26.60	Sunday Creek Fld St Cen	21.20
Palmerston East	77.90	Rocky Crossing	78.50	Surat	60.50
Paluma	62.30	Rocky Point	71.60	Swans Lagoon	82.70
Parkhurst	27.70	Rolleston	103.60	Swayneville	39.00
Passchendaele	29.70	Rollingstone	55.50	Taabinga	20.50
Peak Downs	63.80	Roma	44.30	Talwood	68.70
Peek-a-Doo	71.20	Rosedale	20.70	Tambo	126.70
Pentland	107.20	Rossville	193.40	Tanduringie	34.00
Petford	85.30	Running River	69.10	Tannum Sands	27.50
Philpott Creek	42.00	Russell Island	42.20	Tansey	17.60
Pikara	95.10	Saibai Island	334.00	Tara	34.40
Pindi Pindi	42.60	Sandiford	32.70	Taroborah	66.90
Pine Hill	94.30	Saraji	69.10	Tarong Power Stn	26.80
Pinnacle	41.80	Sarina	36.80	Taroom	102.30
Pioneer	62.60	Scottville	64.60	Teelba	101.20

Queensland Local Government Industry (Stream A) Award – State 2017

CENTRE	FULL RATE/ FORTNIGHT	CENTRE	FULL RATE/ FORTNIGHT	CENTRE	FULL RATE/ FORTNIGHT
Pompuraaw	312.30	Seaforth	38.50	Texas	51.90
Port Douglas	66.30	Sellheim	73.20	Thallon	92.70
Pozieres	29.70	Septimus	44.10	Thangool	50.00
Prairie	137.20	Severnlea	26.90	Thargomindah	188.20
Pring	44.70	Silkwood	74.80	The Caves	30.60
Proserpine	58.80	Slade Point	29.70	The Gums	41.20
Prospect Creek	49.50	Smithfield	52.70	The Monument	174.20
Proston	37.10	Sommariva	90.10	The Summit	26.30
Pymurra	120.10	South Johnstone	74.40	Theodore	74.80
Queerah	52.40	Southedge	73.80	Thulimbah	26.30
Quilpie	108.50	Springsure	76.90	Thursday Island	271.30
Raglan	37.50	St Agnes	18.90	Tieri	82.70
Rannes	82.40	St George	74.80	Tinaroo Falls Dam	71.90
Ravenshoe	82.40	St Lawrence	67.80	Tingoora	25.00
Ravenswood	90.60	Stamford	145.80	Tolga	68.50
Redlynch	52.20	Stanthorpe	26.30	Toobanna	68.90
Reid River	56.30	Stanwell	30.80	Toobeah	57.60
Richmond	159.20	Stephens Island	334.00	Toooloa	27.50
Ridgeland	32.60	Stone	77.40	Toonpan	49.00
Rifle Creek	93.60	Stonehenge	172.00	Toorak	155.00
Ripple Creek	73.20	Stratvill	79.10	Torrens Creek	125.80
Riverleigh	43.00	Stuart	44.90	Townsville	43.40
Trebonne	72.70	Weipa	184.50	Yaamba	33.00
Tresswell	91.00	West Hill	49.60	Yalbaroo	44.80
Trinity Beach	54.70	Western Creek	29.50	Yalleroi	115.10
Tulay	80.50	Westmar	56.90	Yam Island	334.00
Tully	94.80	Westwood	36.60	Yamala	67.10
Tumoulin	80.00	Wheatlands	29.80	Yaraka	172.90
Tunnel	50.10	Willows	79.10	Yarrabah	63.50
Ubobo	34.80	Wilmington	49.20	Yarraman	29.20
Upper Barron	72.00	Windera	38.60	Yarwun	27.50
Valkyrie	74.40	Windorah	197.10	Yelarbon	48.10
Victoria Plantation	72.20	Winfield	19.40	YellowBank Junc	77.60
Walkamin	67.30	Winton	143.50	Yeppoon	34.30
Walkerston	31.00	Withersfield	76.90	Yorke Island	334.00
Wallangarra	34.70	Wondai	27.00	Yorkey's Knob	54.20
Wallumbilla	51.90	Woodstock	51.50	Yukan	39.30
Wandoan	72.30	Woorabinda	110.10	Yuleba	56.10

Queensland Local Government Industry (Stream A) Award – State 2017

<b>CENTRE</b>	<b>FULL RATE/ FORTNIGHT</b>	<b>CENTRE</b>	<b>FULL RATE/ FORTNIGHT</b>	<b>CENTRE</b>	<b>FULL RATE/ FORTNIGHT</b>
Wanko	91.30	Wooroolin	23.50	Yuleba Creek	63.80
Warra	23.30	Wowan	43.90	Yungaburra	72.30
Warraber Island	334.00	Wuruma Dam	45.10	Yuraraba	29.70
Warrigal	117.50	Wyandra	105.70	Yuruga	64.80
Wartburg	27.70	Wycombe	93.70		

## Division 2 - Section 2

### Delivery of Children's Services and Early Childhood Education (Including Teachers)

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## **PART 1 – Title and Operation**

### **1. Title**

See clause 1 of Division 1.

### **2. Operation**

See clause 2 of Division 1 - Provisions with common application.

### **3. Definitions and interpretation**

(a) Definitions with common application are contained in clause 3 of Division 1.

(b) In this Section, unless the context otherwise requires:

**children's services** means child care, outside school hours care or vacation care

**early childhood education** means an educational program as prescribed in the *Education (Queensland College of Teachers) Regulation 2016* offered in a kindergarten or preschool, or other like establishment (however named), which is not a child care centre as defined in either the *Education and Care Services National Law (Queensland) Act 2011* or the *Education and Care Services Act 2013*

**OSHC** means outside school hours care

**union** means the following industrial organisations of employees in accordance with their callings:

- Queensland Independent Education Union of Employees; or
- United Voice, Industrial Union of Employees, Queensland

**working year**, for teachers delivering an early childhood education program and their assistants, means the period commencing on 1 January and finishing on 31 December of the same year and shall be the basis for the calculation of all service increments and leave entitlements for such employees

### **4. Coverage**

(a) See clause 4 of Division 1 - Provisions with common application.

(b) This Section covers local government employees engaged in the delivery of children's services or early childhood education (including teachers).

### **5. The Queensland Employment Standards and this Award**

See clause 5 of Division 1 - Provisions with common application.

### **6. Enterprise flexibility and facilitative award provisions**

See clause 6 of Division 1 - Provisions with common application.

## **PART 2 - Dispute Resolution**

### **7. Dispute resolution**

See clause 7 of Division 1 - Provisions with common application.

## **PART 3 - Types of Employment, Consultation and Termination of Employment**

### **8. Types of employment**

See clause 8 of Division 1 – Provisions with common application. In addition to the provisions with common application the provisions at clauses 8(a) to 8(c) and clauses 8.1 to 8.5 below also apply.

- (a) A children's services employee may be employed on a full-time, part-time, casual or term-time (OSHC) basis.
- (b) An early childhood education employee may be employed on a full-time, part-time, casual, replacement or relief basis.
- (c) Every employee shall be advised in writing of their employment category and wage level upon engagement.

#### **8.1 Full-time employment**

##### **8.1.1 Full-time employment - children's services**

A full-time children's services employee is one who is engaged to work an average of 38 ordinary hours per week as prescribed in clause 15.1.1 of this Section.

##### **8.1.2 Full-time employment - early childhood education**

- (a) A full-time early childhood education employee (other than a teacher) is one who is engaged to work an average of 38 ordinary hours per week across the school year.
- (b) A full-time teacher is one who is engaged to work a maximum of 37.5 ordinary hours a week across the school year as prescribed in clause 15.1.2 of this Section.

#### **8.2 Part-time employment**

##### **8.2.1 Part-time employment - children's services**

- (a) A part-time children's services employee is an employee who:
  - (i) is engaged to work for a constant number of hours each week which is less than 38 hours per week; and
  - (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each ordinary hour worked a part-time employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification, with a minimum payment as for 2 hours' work for each day worked.

- (c) (i) By mutual agreement with their employer, a part-time employee may elect to work additional ordinary hours above their regular hours, up to 10 hours per day. The additional hours so worked are to be taken into account in the *pro rata* calculation of all leave and other entitlements.
- (ii) Any such additional hours worked within the spread of ordinary hours prescribed in clause 15.2 are to be paid for at the ordinary hourly rate.
- (d) All time worked in excess of the agreed hours or outside the spread of ordinary hours prescribed in clause 15.2 shall be paid at the appropriate overtime rate.
- (e) (i) A part-time employee will be required to complete a minimum of 1000 hours of service from the time of their first appointment or their previous increment date before being eligible for their next increment.
- (ii) Such increment will become payable at the expiration of 1000 hours service or 12 calendar months, whichever event occurs later, and the increment date will be adjusted if necessary.

### **8.2.2 Part-time employment - early childhood education**

- (a) A part-time early childhood education employee is an employee who:
  - (i) is engaged to work for less than the maximum hours prescribed for an equivalent full-time employee; and
  - (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each ordinary hour worked a part-time employee shall be paid no less than 1/38<sup>th</sup>, or 1/37.5<sup>th</sup> in the case of a teacher, of the minimum weekly rate of pay for their classification.
- (c) (i) By mutual agreement with their employer, a part-time employee may elect to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hours so worked are to be taken into account in the *pro rata* calculation of all leave and other entitlements.
- (ii) Any such additional hours are to be paid for at the ordinary hourly rate.
- (d) All time worked in excess of the agreed hours or outside the spread of ordinary hours prescribed in clause 15.2 shall be paid at the appropriate overtime rate.
- (e) A part-time teacher shall be required to complete the equivalent of a full working year from the time of the teacher's first appointment or of the teacher's last increment before being eligible for the next increment. A teacher who has completed 1,000 hours of teaching duty shall be regarded as having completed one working year.

## **8.3 Casual employment**

### **8.3.1 Casual employment - children's services**

- (a) A casual children's services employee is one engaged and paid as such for not more than 38 hours in any one week.
- (b) Except where otherwise provided, a casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.



- (c) For each ordinary hour worked a casual employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification plus a casual loading of 23%.
- (d) Each casual engagement stands alone with a minimum payment as for 2 hours' work on each occasion.
- (e) Casual employees shall be entitled to receive overtime and public holiday penalty payments in accordance with the terms of this Section.
- (f) The long service leave entitlement of casual employees is prescribed in clause 22.

### **8.3.2 Casual employment - early childhood education**

- (a) A casual early childhood education employee is one engaged and paid as such for not more than 20 hours in any one week.
- (b) A casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- (c) For each ordinary hour worked a casual employee shall be paid no less than 1/38<sup>th</sup>, or 1/37.5<sup>th</sup> in the case of a teacher, of the minimum weekly rate of pay for their classification plus a casual loading of 23%.
- (d) Each casual engagement stands alone with a minimum payment as for 2 hours' work on each occasion and payment shall be made for preparation and other duties in the ratio of one hour for every 5 hours in charge of children.
- (e) Casual employees shall be entitled to receive overtime and public holiday penalty payments in accordance with the terms of this Section.
- (f) The long service leave entitlement of casual employees is prescribed in clause 22.

### **8.4 Replacement employee - early childhood education**

- (a) A replacement employee is a person engaged for a specific period of time as notified in a letter of appointment. Such period of time shall be (or is to be) less than a full working year.
- (b) The employer may appoint an employee for a defined fixed term period of employment. The letter of employment shall identify the period of employment and the purpose for which the employee has been employed.
- (c) The appointment shall be on a full time basis in accordance with the salaries and levels prescribed in clause 12.5 of this Section and the employee shall be entitled to *pro rata* payment for annual leave, school vacations and public holidays.

### **8.5 Relief employee - early childhood education**

- (a) A relief employee is a person who relieves another employee for a specified time for the purpose of carrying out the absent employee's function. Where the engagement is for more than one month a relief employee should be regarded as a replacement in accordance with clause 8.4.
- (b) A relief teacher shall be paid a proportionate hourly rate in accordance with the salaries and levels prescribed in clause 12.5 by dividing the appropriate weekly rate by 37.5 and adding a loading of 23%, with a minimum payment of 2 hours for each engagement.

- (c) A relief employee, other than a teacher, shall be paid a proportionate hourly rate in accordance with the salaries and levels prescribed in clause 12.5 by dividing the appropriate weekly rate by 38, and adding a loading of 23%, with a minimum payment of 2 hours for each engagement.

## 9. Termination of employment

See clause 9 of Division 1 - Provisions with common application.

## 10. Redundancy

See clause 10 of Division 1 - Provisions with common application.

## 11. Consultation - Introduction of changes

See clause 11 of Division 1 - Provisions with common application.

# PART 4 – Minimum Wage and Salary Levels, Allowances and Related Matters

*(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 in Division 1 (Supported Wage System) apply.)*

## 12. Classifications and minimum wage and salary levels

- (a) See clause 12 of Division 1 – Provisions with common application. In addition to the provisions with common application the provisions at clause 12(b) and clauses 12.1 to 12.7 below also apply.
- (b) Subject to the provisions of clause 12.2, employees covered by this Section are to be classified into an appropriate classification and level in accordance with the classification structure set out in Schedule 1 of this Section with minimum wage and salary levels for employees 21 years of age and above to be as set out in the tables in clauses 12.1 and 12.5, respectively.

### 12.1 Employees engaged in the delivery of children's services

Classification	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
<b>Assistant children's services worker</b>	
Assistant children's services worker, unqualified, year 1	832.00
Assistant children's services worker, unqualified, year 2	856.00
Assistant children's services worker, unqualified, year 3	877.00
<b>Children's services worker</b>	
Children's services worker, 1 year qualified, year 1	940.50
Children's services worker, 1 year qualified, year 2	965.00
Children's services worker, 1 year qualified, year 3	992.00
<b>Group leader</b>	
Group leader, 1 year qualified, year 1	1,018.50
Group leader, 1 year qualified, year 2	1,047.00
Group leader, 1 year qualified, year 3	1,047.00
Group leader, 2 year qualified, year 1	1,100.00
Group leader, 2 year qualified, year 2	1,128.00
Group leader, 2 year qualified, year 3	1,155.00
Group leader, 3 year qualified, year 1	1,155.00
Group leader, 3 year qualified, year 2	1,155.00

<b>Classification</b>	<b>Award Rate<sup>1</sup> Per Week \$<sup>2</sup></b>
<b>Assistant coordinator</b>	
Assistant coordinator, qualified, large service year 1	1,155.00
Assistant coordinator, qualified, large service year 2	1,155.00
<b>Assistant director</b>	
Assistant director, 2 year qualified, year 1	1,155.00
Assistant director, 2 year qualified, year 2	1,155.00
Assistant director, 2 year qualified, year 3	1,179.00
Assistant director, 3 year qualified, year 1	1,203.50
Assistant director, 3 year qualified, year 2	1,203.50
<b>Coordinator</b>	
Coordinator, unqualified, year 1	1,155.00
Coordinator, unqualified, year 2	1,155.00
Coordinator, unqualified, year 3	1,179.00
Coordinator, qualified, small service, year 1	1,203.50
Coordinator, qualified, small service, year 2	1,250.00
Coordinator, qualified, large service, year 1	1,250.00
Coordinator, qualified, large service, year 2	1,307.00
Coordinator, qualified, large service, year 3	1,307.00
Coordinator, qualified, large service, year 4	1,307.00
<b>Director</b>	
Director, 2 year qualified, year 1	1,250.00
Director, 2 year qualified, year 2	1,307.00
Director, 2 year qualified, year 3	1,307.00
Director, 2 year qualified, year 4	1,307.00
Director, minimum 3 year qualified, year 1	1,307.00
Director, minimum 3 year qualified, year 2	1,307.00
Director, minimum 3 year qualified, year 3	1,347.00
Director, minimum 3 year qualified, year 4	1,347.00
Director, minimum 3 year qualified, year 5	1,386.00
Director, minimum 3 year qualified, year 6	1,395.00
Director, minimum 3 year qualified, year 7	1,412.00
Director, minimum 3 year qualified, year 8	1,428.50
Director, minimum 3 year qualified, year 9	1,441.00

*Notes:*

<sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2019 Declaration of General Ruling.

<sup>2</sup> Rounded to the nearest \$0.50.

**12.2 Junior rates**

- (a) Employees under 21 years of age may be employed in the positions of Assistant children's services worker and Children's services worker - 1 year qualified, respectively, and paid as follows:

<b>Age of employee</b>	<b>% of relevant minimum Award rate</b>
17 and under 18 years of age	55
18 and under 19 years of age	65
19 and under 20 years of age	75
20 years of age	85

- (b) Junior rates shall be calculated to the nearest \$0.10.

### 12.3 Continued progression - children's services

Directors commencing employment before 1 January 2015 shall be entitled to progress through the relevant wage scales for their classification and shall not have their wage progression limited to the amounts prescribed in clause 12.

### 12.4 Mixed functions - children's services

- (a) Where an employee is approved in accordance with the relevant legislation to perform a higher duty, and when approved and called upon by the employer to perform that higher duty for 4 hours or longer per day, the employee shall be paid the rate of pay attaching to the higher duty for the actual time worked.
- (b) The provisions of clause 12.4(a) do not apply to an Assistant Director who is acting as the Director of a Child Care Centre:
  - (i) whilst the Director is temporarily absent; or
  - (ii) in cases where there is no Director employed, for a maximum period of six weeks.

### 12.5 Employees engaged in the delivery of early childhood education, including teachers

Classification	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
<b>Kindergarten/preschool assistant</b>	
Kindergarten/preschool assistant, grade 1, year 1	791.50
Kindergarten/preschool assistant, grade 1, year 2	803.00
Kindergarten/preschool assistant, grade 2, year 1	819.50
Kindergarten/preschool assistant, grade 2, year 2	830.50
Kindergarten/preschool assistant, grade 3, year 1	856.50
Kindergarten/preschool assistant, grade 3, year 2	869.00
<b>Exempted teacher</b>	
Exempted teacher, grade 1	856.50
Exempted teacher, grade 2	869.00
Exempted teacher, grade 3	883.00
<b>Teacher</b>	
Teacher, band 1, step 1	949.00
Teacher, band 1, step 2	967.50
Teacher, band 1, step 3	989.00
Teacher, band 1, step 4	1,012.00
Teacher, band 2, step 1	1,031.50
Teacher, band 2, step 2	1,069.00
Teacher, band 2, step 3	1,107.50
Teacher, band 2, step 4	1,146.50
Teacher, band 2, step 5	1,182.00
Teacher, band 3, step 1	1,211.50
Teacher, band 3, step 2	1,243.50
Teacher, band 3, step 3	1,274.00
Teacher, band 3, step 4	1,307.00

Notes:

<sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2019 Declaration of General Ruling.

<sup>2</sup> Rounded to the nearest \$0.50.

## **12.6 Progression - teachers - early childhood education**

Teachers (but not exempt teachers) will progress through the band and step structure identified above consistent with the definitions contained in Schedule 1.

## **12.7 Children's services and early childhood education - Directors' allowances**

(a) A teacher appointed as a Director under this Award shall be paid the applicable allowance as set out below in addition to their wage level as prescribed above:

- 1 Unit - \$44.00 per week
- 2 Units - \$65.95 per week

(b) Teachers sharing the responsibility of the role of Director shall be entitled to 50% of the appropriate allowance.

(c) Where a teacher is appointed to relieve the Director or teacher in charge the following additional amounts shall be paid whilst in charge:

- 1 Unit - \$10.96 per day
- 2 Units - \$16.46 per day

## **13. Allowances**

In addition to the allowances prescribed in clause 13 of Division 1 - Provisions with common application, clauses 13.1 to 13.6 below also apply to employees covered by this Section.

### **13.1 Broken shift allowance**

An employee, other than a casual employee, required to report to work twice per day shall be paid a broken shift allowance of \$14.88 per day.

### **13.2 Divisional and District parities**

See clause 13.1 of Division 1 - Provisions with common application.

### **13.3 Locality allowance - teachers**

Teachers are entitled to be paid a fortnightly locality allowance in accordance with the provisions of Schedule 2 of Section 1 of Division 2 of this Award.

### **13.4 Telephone reimbursement**

An employee required to make business calls on their private telephone or on a public telephone is to be reimbursed the cost of such call.

### **13.5 Uniform and laundry allowance**

(a) Where an employee is required to wear a uniform and/or an apron, such uniform and/or apron shall be supplied, maintained and laundered at the employer's expense and will remain the property of the employer.

- (b) Where, by mutual agreement, an employee launders such items of clothing, the employee shall be paid an additional \$2.08 per week, or one-fifth of that amount per day in the case of a part-time or a casual employee.

### **13.6 Adjustment of monetary allowances**

- (a) The monetary allowance specified in clause 13.1 (broken shift allowance) shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) In addition to the monetary allowance specified in clause 13.1 (broken shift allowance) the monetary allowance in clauses 12.7(a) and (c) (Directors' allowances) shall also be adjusted in the same manner and at the same time as prescribed in clause 13.6(a).
- (c) At the time of any adjustment to the wage rates in this Award the expense related allowances at clauses 13.5 (uniform and laundry allowance) and 16.1 (overtime meal allowances) shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (d) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index</u> <u>(ABS Cat No. 6401.0 - Table 7)</u>
Overtime meal allowance <i>(last adjusted 1 September 2019)</i>	Take-away and fast foods sub-group
Uniform and laundry allowance <i>(last adjusted 1 September 2014)</i>	Clothing and footwear group

## **14. Superannuation**

See clause 14 of Division 1 - Provisions with common application.

## **PART 5 - Hours of Work and Related Matters**

### **15. Hours of duty**

#### **15.1.1 Ordinary hours of duty - other than teachers**

- (a) The ordinary hours of duty for all employees, other than teachers, covered by this Section, shall be an average of 38 hours per week and 7.6 hours per day, exclusive of meal breaks.
- (b) The ordinary hours in clause 15.1.1(a) are to be worked on one of the following bases as agreed between the employer and the employees concerned:
- (i) 38 hours within a work cycle not exceeding 7 consecutive days; or
  - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
  - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or

- (iv) 152 hours within a work cycle not exceeding 28 consecutive days.
- (c) An employer and an employee or groups of employees may agree that up to 10 ordinary hours of work may be worked on any day.
- (d) Different methods of working a 38 hour week may apply to individual employees, groups or sections of employees in each location concerned.
- (e)
  - (i) Where the arrangement of ordinary hours of work provides for a rostered day off, the employer and an individual employee and/or the majority of employees concerned may agree to accrue up to a maximum of 10 rostered days off. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
  - (ii) Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which each rostered day off was accrued.
- (f) The employer may require an employee to perform peripheral and incidental tasks associated with their employment during school vacation periods, such as enrolments, securing of the premises and other similar tasks.

#### **15.1.2 Ordinary hours of duty - teachers**

- (a) The ordinary hours of duty for a teacher shall not exceed 37.5 hours per week, of which not more than 27.5 shall relate to the teaching of an educational program.
- (b) A teacher shall be entitled to a 30 minutes per day paid meal break to be considered as time worked where the employee works for at least 5 hours in that day.
- (c) A part-time teacher employed for less than 27.5 hours per week teaching an educational program shall be entitled to time for preparation and other duties in the ratio of one hour for every 5 hours of teaching.
- (d) A full-time teacher shall be entitled to preparation and other duties in the ratio of one hour for every 5 hours teaching an educational program.

#### **15.2 Spread of ordinary hours of duty**

- (a) The spread of ordinary hours of duty for employees covered by this section shall be 0600 to 1900 Monday to Friday.
- (b) The union may agree in writing with an employer that ordinary hours may be worked outside the spread of hours recorded in clause 15.2(a).
- (c) The spread of ordinary hours may be altered as to all or a section or employees if there is agreement between the employer and the employee or the majority of employees concerned.
- (d) If there is agreement to alter the spread of ordinary hours of duty, they may be worked on not more than five consecutive days in a week, Monday to Saturday, inclusive.
- (e) The employer may stagger the ordinary starting and finishing times of various groups of employees or individual employees.
- (f) Employees are required to observe the nominated starting and finishing times for the work day including designated breaks to maximise available working time. Preparation for starting and finishing work including personal clean up will be in the employee's time.

## **16. Meal breaks**

### **16.1 Meal breaks - other than teachers**

- (a) Subject to clause 16(b) an employee employed for at least 6 hours on any day shall be allowed not less than 30 minutes and not more than 60 minutes for an unpaid meal break not later than 5 hours after commencing work.
- (b) In lieu of the foregoing, and by mutual agreement between an employee and the employer, an employee may be allowed a paid crib break of 30 minutes, such period to be counted as time worked, where the employee may be required to supervise children during that crib break.
- (c) If an employee is required to work through their meal period, other than as prescribed in clause 16(b), the time worked will be deemed to be overtime and paid for at the rate of double time until such time as the employee finishes work or is allowed a 30 minute meal break, for which no deduction of pay will be made.
- (d) An employee who is required to continue working for more than 2 hours beyond their normal ceasing time will be provided with an adequate meal by the employer or paid an allowance of \$13.05 in lieu thereof.
- (e) Where an employee has provided their own meal because of receipt of notice to work overtime and such overtime is not worked, they are to be paid \$13.05 for any meal so provided.

## **17. Rest pauses**

- (a) Weekly employees shall receive a rest pause of 10 minutes duration in the first half and the second half of each day worked.
- (b)
  - (i) Casual employees who work a minimum of 4 consecutive ordinary hours, but less than 7.6 consecutive ordinary hours, shall receive a rest pause of 10 minutes duration.
  - (ii) Casual employees who work a minimum of 7.6 consecutive ordinary hours will receive a rest pause of 10 minutes duration in the first half and the second half of the period worked.
- (c) All rest pauses are to be taken in the employer's time.
- (d) Rest pauses will be taken at times to suit the employer and where the employees agree the rest pauses may be combined so that the employee has one rest pause of 20 minutes duration each day.

## **18. Overtime**

### **18.1 Overtime**

- (a) All authorised overtime worked by an employee in excess of their ordinary daily hours of duty or outside their spread of ordinary working hours on a Monday to Friday, inclusive, shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter.
- (b) All authorised overtime worked by an employee on a Saturday or rostered day off shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter with a minimum payment as for 2 hours' work.
- (c) All authorised overtime worked by an employee on a Sunday shall be paid at the rate of double time with a minimum payment as for 2 hours' work.



- (d) All authorised overtime worked by an employee on a public holiday shall be paid at the rate prescribed in clause 23.1.
- (e) The minimum payments provided in clauses 18.1(b) and (c) shall not apply where such overtime is performed immediately preceding or following ordinary hours.
- (f) An employee recalled from home to work overtime, after having left the premises of the employer, shall be paid a minimum payment as for 2 hours' work or the relevant overtime rate.

## **18.2 TOIL**

- (a) In lieu of the provisions in clause 18.1, by mutual agreement with their employer, an employee may elect to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- (b) TOIL will be accrued on a time for time basis.
- (c) If TOIL has not been taken at the time of cessation of the employee's employment it shall be paid out at the relevant overtime rate/s.

## **PART 6 - Leave of Absence and Public Holidays**

### **19. Annual leave**

Annual leave is provided for in Division 5 of the QES. Clauses 19.1 and 19.2 supplement the QES.

#### **19.1 Payment for annual leave - children's services**

A children's services employee proceeding on annual leave is entitled to receive the following payments:

- (a) an amount equal to the salary level being paid to the employee immediately before the employee takes the leave for the period of such leave; and
- (b) a further amount equal to 17.5% of the amount calculated in accordance with clause 19.1(a).

#### **19.2 Payment for annual leave - early childhood education**

- (a) A teacher or assistant engaged in the delivery of an early childhood education program shall be entitled to be paid for the full working year if they have been employed for a standard teaching year, usually of 41 or 42 weeks.
- (b) Any such employee who ceases duty after at least 10 teaching weeks shall be paid the proportion of the employee's salary for that calendar year that the employee's services, excluding vacation periods, bears to the standard teaching year, usually of 41 or 42 weeks.
- (c) Any such employee who ceases duty before completing 10 weeks of employment shall be paid an amount equal to 1/12th (8.333%) of their ordinary pay for the period of employment.
- (d) A teacher or assistant is to be paid annual leave loading as follows:
  - (i) where the teacher or assistant has been engaged for the whole of the standard teaching year: an amount of 17.5% of the employee's ordinary salary on the basis of four weeks annual leave;

- (ii) where the teacher or assistant has been engaged for at least 10 weeks but less than the standard teaching year, an amount calculated as follows: (employee's ordinary salary in \$) x (number of teaching weeks ÷ 41 or 42\*) x (4 weeks) x 17.5% = quantum of annual leave loading to be paid. [\*Note: see clause 19.2(b)]

### **19.3 Annual close down**

- (a) Where an employer closes down its operations or a section or sections thereof for the purposes of allowing annual leave to all or the bulk of the employees in the section or sections concerned, the following provisions shall apply:
  - (i) by the giving of not less than 90 days' notice the employer may direct all employees in the section or sections concerned to take leave for the duration of the closedown and allow those who are not then qualified for sufficient annual leave to cover the period of the close down to take paid leave on a proportionate basis and to take such accumulated time off/rostered days off as may be available to the employee to apply towards the close down period.
  - (ii) all time during which an employee is stood down without pay for the purpose of clause 19.3(a)(i) shall count as service in the next 12 monthly qualifying period.
- (b) Notwithstanding clause 19.3(a), where there is agreement between the employer and the majority of employees concerned, the employer may close down its operations or a section or sections thereof on one additional occasion in any 12 month period for the purpose of allowing additional annual leave for a period agreed with its employees.

## **20. Personal leave**

- (a) Personal leave is provided for in Division 6 of the QES and covers:
  - (i) sick leave;
  - (ii) carer's leave;
  - (iii) bereavement leave; and
  - (iv) cultural leave.
- (b) Clauses 20(c) and (d) supplement the QES.
- (c) In addition to the provisions of Subdivision 2 of Division 6 of the QES an employee's accumulated sick leave entitlements are preserved when:
  - (i) the employee is absent from work on unpaid leave granted by the employer;
  - (ii) the employer or employee terminates the employee's employment and the employee is re-employed within three months;
  - (iii) the employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.
- (d) An employee's sick leave continues to accrue whilst absent from work on paid leave granted by their employer.

## **21. Parental leave**

See clause 21 of Division 1 - Provisions with common application.

## **22. Long service leave**

- (a) Long service leave, including for casual employees, is provided for in Division 9 of the QES.
- (b) Portability of long service leave entitlements for local government employees is provided for in Chapter 8, Part 3, Division 2 the *Local Government Regulation 2012*.

## **23. Public holidays**

Public holidays are provided for in Division 10 of the QES. Clauses 23.1 and 23.2 supplement the QES provisions.

### **23.1 Payment for public holidays and for work on a public holiday**

- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who:
  - (i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;
  - (ii) is required to work on the public holiday shall, in addition to the payment prescribed in clause 23.1(a)(i), be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (b) An employee (including a casual employee) who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clause 18.1.
- (c) An employee (including a casual employee) who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (d) The minimum payment provided in clauses 23.1(a)(ii) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.

### **23.2 Substitution**

- (a) Subject to statutory limitations (such as the time work may not be performed on Anzac Day) where there is agreement between the employer and an employee or employees, another ordinary working day may be substituted for a public holiday.
- (b) Where an employee is subsequently required to work on the substituted day they shall be paid at the rate prescribed in clause 23.1.

## **24. Jury service**

See clause 24 of Division 1 - Provisions with common application.

## **25. Service leave**

See clause 25 of Division 1 - Provisions with common application.

## **PART 7 - Union Related Matters**

### **26. Union encouragement**

See clause 26 of Division 1 - Provisions with common application.

### **27. Union delegates**

See clause 27 of Division 1 - Provisions with common application.

### **28. Trade union training leave**

- (a) Subject to the conditions set out in clause 28(d), upon written application by an employee to an employer, such application being endorsed by the relevant union and giving to the employer at least one month's notice, the employee shall be granted up to five working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the union or specific training courses approved and accredited by the union.
- (b) Other courses mutually agreed between the union and an employer may be included under clause 28.
- (c) For the purposes of clause 28(a), **ordinary pay** shall mean at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.
- (d) The granting of such leave shall be subject to the following conditions:
  - (i) An employee must have at least 6 months' uninterrupted service with an employer prior to such leave being granted.
  - (ii) This clause shall not apply to an employer with less than 9 full-time equivalent employees (FTEs) covered by this Section.
  - (iii) The maximum number of employees under this Section from any one place of employment of the employer attending a course or seminar in each calendar year will be as follows:

(A) where the employer employs between 9 and 30 FTEs	1
(B) where the employer employs in excess of 30 FTEs	2
  - (iv) The granting of such leave shall be subject to the convenience of the employer and so that the operations of the employer will not be unduly affected.
  - (v) The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the employer's operations.
  - (vi) Leave granted to attend courses will not incur additional payment if such course coincides with the employee's rostered day off in 38 hour week working arrangements or with any other concessional leave.
- (e) In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
- (f) Paid trade union training leave will not affect other leave granted to employees under this Award.

### **29. Right of entry**

See clause 29 of Division 1 - Provisions with common application.

## **PART 8 - Transfers, Travelling and Equipment**

There are no provisions concerning transfers, travelling or equipment in this Section.

## **PART 9 - Training and Related Matters**

### **30. Training and related matters - general**

- (a) The parties commit themselves to continuing and upgrading the training provided to employees.
- (b) It is agreed that the parties will cooperate in ensuring that training is maintained and improved and that qualifications within the Community Services Training Package will be utilised and accessed where appropriate.
- (c) This training will form the basis of an enhanced career structure in the industry.

### **31. Professional development and study leave**

#### **31.1 Teachers - professional development leave**

- (a) Teachers engaged in the delivery of early childhood education will be provided with three paid days per annum professional development leave to attend structured professional development activities agreed with their employer.
- (b) Teachers engaged in the provision of children's services, such as child care or outside school hours care, will be provided with five paid days per annum professional development leave to attend structured professional development activities agreed with their employer.

#### **31.2 Children's services - financial assistance to obtain qualifications**

- (a) Clause 31.2 applies to employees engaged in the delivery of children's services but does not apply to qualifications undertaken as part of a traineeship or apprenticeship under the *Vocational Education and Training (Commonwealth Powers) Act 2012*.
- (b) Where there is a mandatory requirement for an employee to possess or enrol in a Certificate III in children's services or where the employer requires and/or approves an employee to undertake other studies such as a Diploma or higher qualification in children's services or education, the following provisions will apply:
  - (i) Financial assistance to undertake a Diploma or higher qualification is dependant on the employer requiring or approving the child care worker to undertake the applicable course.
  - (ii) Where the employee undertakes a Certificate III, Diploma or higher qualification then the employer shall contribute 50% of the approved course in two equal instalments; 25% on commencement and 25% on completion, subject to satisfactory proof of successful completion of the course being provided to the employer.
  - (iii) The employee will refund the employer the initial 25% paid if the course is not completed unless it is not completed for unforeseen circumstances e.g. serious illness, family bereavement or other reasons which are no less compelling. Such reimbursements shall be paid under mutually agreed arrangements between the employee and the employer.
  - (iv) Unless an agreement is reached between the employer and the employee that the employer will pay the training costs directly to the training provider, the employee will pay for the course and be reimbursed by the employer. Such reimbursement will be made to the

employee within 14 days of proof to the employer of the initial payment being made by the employee and proof of successful completion of the course, respectively.

- (v) The employer shall reimburse the employee 50% of the cost of the prescribed textbooks and other prescribed course materials. Such reimbursement will be made to the employee within 14 days of the production of the receipts.
- (vi) Where any disputes arise over financial assistance then the grievance procedure at clause 7.2 in Division 1 is to be followed.

### **31.3 Children's services - skill development courses**

- (a) Where, by prior agreement with the employer, an employee employed in the delivery of children's services attends a course or conference relevant to their employment outside of ordinary working hours, the employer is to:
  - (i) pay the cost of the course or conference;
  - (ii) provide transport to the course or conference or pay the allowance specified in clause 13.2 of Division 1 to the employee for travel to and from the conference;
  - (iii) pay all other expenses associated with attending the course or conference, including accommodation expenses.
- (b) Where, by agreement with the employer, an employee employed in the delivery of children's services attends a course or conference relevant to their employment during ordinary working hours, the employee shall not suffer any loss of pay.
- (c) The employer is not to unreasonably withhold permission for an employee to attend a course/conference either during or outside ordinary working hours.
- (d) Time spent travelling to and attending courses/conferences outside of ordinary working hours is unpaid time.

## **Division 2 - Section 2 - Schedule 1 (Classifications - Delivery of children's services and early childhood education (including teachers))**

### **Classification definitions**

In this schedule:

**centre** includes a licenced child care centre, outside school hours care facility, or vacation care facility, and a kindergarten or preschool at which an early childhood education program is offered

**child care legislation** means either the *Education and Care Services National Law (Queensland) Act 2011* or the *Education and Care Services Act 2013*, depending on the type of service being operated

**equivalent accredited professional in-service hours** means 175 hours

**teacher** means a person who holds a holds a qualification accepted by the Queensland College of Teachers to teach in Queensland, or a person who is qualified to teach in the early childhood education field

**year/s of formal training** means training as may be completed in a college of Technical and Further Education, or a University or such similar institution that may be relevant to the early childhood education field

### **Classification descriptors - Children's services**

Employees are to be classified in accordance with the following definitions/descriptors:

#### **Assistant children's services worker - unqualified**

- An assistant children's services worker is:
  - engaged in the provision of child care within a centre; and/or
  - engaged in functions in or in connection with the general operation of the centre including, but not limited to, all aspects of food preparation and service, cleaning and maintenance of all areas of the centre (internal and external) to the standards required by the employer.
- An employee at this level is:
  - unqualified; and
  - employed to assist at an outside school hours care and/or vacation care service; and/or
  - has successfully completed year 12 at secondary school; and/or
  - is at least 17 years of age and is undertaking or has completed a Child Care Practice Certificate at a TAFE Institute.
- Duties undertaken by an employee at this level include, but are not limited to, some or all of the following:
  - supervise children's activities;
  - supervise sports activities;
  - ensure the health and safety of the children in their care;
  - take a genuine interest in the children, their activities and participate in these activities as much as possible;
  - give each child individual attention and comfort as required;
  - routine communication with parents to the level of the employee's competence;
  - assist in developing and implementing programs and activities;
  - implement daily routine;

- assist in the implementation of the early childhood program under supervision;
- understand and work according to the employer's policies.
- work in accordance with the licensing requirements of child care legislation;
- perform general duties associated with the operation of the service, including but not limited to all aspects of food preparation, service and cleaning/maintenance of all areas of the premises (internal and external).

### **Children's services worker - 1 year qualified**

- A children's services worker is:
  - engaged in the provision of child care within a centre; and/or
  - engaged in functions in or in connection with the general operation of the centre including but not limited to all aspects of food preparation and service, cleaning and maintenance of all areas of the centre (internal and external) to the standards required by the employer.
- An employee at this level:
  - has completed an AQF Certificate 3 or 4 in children's services but has not been appointed to the position of group leader; or
  - is a cook who prepares at least one full meal per day for each of a substantial proportion of children present at the centre.
- Duties undertaken by an employee at this level include, but are not limited to, some or all of the following:
  - any of the duties undertaken by an Assistant children's services worker - unqualified;
  - coordinate and direct activities of unqualified workers engaged in the implementation of programs and activities in group settings;
  - liaise with parents;
  - ensure a safe environment is provided for the children;
  - ensure that records are maintained and are up-to-date concerning each child in their care;
  - assist in the development, implementation and evaluation of daily routines;
  - be responsible to the Director for the assessment of students on placement;
  - ensure the employer's policies are adhered to;
  - assist the Director in the assessment of students on placement to the level of their competency;
  - under direction, work with individual children with particular needs;
  - undertake and implement the requirements of quality assurance; and
  - administer first-aid to the level of their competency when appropriate.

### **Group leader - 1 year qualified**

- An employee at this level has completed an AQF Certificate 3 or 4 in children's services.
- Duties undertaken by an employee at this level include, but are not limited to, some or all of the following:
  - carrying out the work of a Group leader;
  - the coordination of the activities of a group of children;
  - general supervision of workers in the centre;
  - assisting in the centre's or the service's administrative functions;
  - any of the duties of children's services worker - 1 year qualified;
  - ensure that a developmentally appropriate program is planned and implemented for each child;
  - assess the needs of each child and monitor the child's progress;



- maintain effective communication with a parent of each child in the group that the person leads; and
- administer first-aid to the level of their competency when appropriate.

#### **Group leader - 2 year qualified**

- An employee at this level:
  - has completed an AQF Diploma in the field of children's services; or
  - is a Registered nurse who has enrolled in or has successfully completed an appropriate bridging course in early childhood studies.
- Duties undertaken by an employee at this level include, but are not limited to, some or all of the following:
  - any of the duties of a Group leader - 1 year qualified or less;
  - work as the person in charge of a group of children in the age range from birth to 12 years;
  - take responsibility in consultation with the Director for the preparation, implementation and evaluation of a developmental program for individuals and groups of children in care;
  - coordinate and direct the activities of workers engaged in the implementation and evaluation of developmental programs and activities in a group setting;
  - contribute, through the Director, to the development of the centre or service's policies;
  - ensure that the policies and practices of the employer are maintained; and
  - administer first-aid to the level of their competency when appropriate.

#### **Group leader - 3 year qualified**

- An employee at this level has completed an Advanced Diploma or higher qualification in the field of children's services or education.
- Duties undertaken by an employee at this level include, but are not limited to, some or all of the duties of a Group leader - 2 year qualified.

#### **Assistant coordinator - qualified - large service**

- An employee at this level is required to assist a Coordinator of after school hours care as prescribed by the child care legislation to manage a licensed outside school hours care service licensed to accommodate 60 or more children at any time of the day.
- Duties undertaken by an employee at this level include, but are not limited to, some or all of the following:
  - all of the duties of an children's services worker - 1 year qualified;
  - in consultation with the Coordinator prepare, implement and evaluate developmentally appropriate programs for individual children or groups of children in care;
  - supervise employees and ensure such employees fulfil their various duties and responsibilities;
  - ensure a safe environment is maintained for both children and staff;
  - ensure records are maintained accurately for each child in care;
  - ensure the employer's policies and procedures are adhered to;
  - liaise as need be with members of a child's family; and
  - administer first-aid to the level of their competency when appropriate.

#### **Assistant director - 2 year qualified**

- An employee at this level:

- has completed an AQF Diploma in children's services;
  - is employed to assist a Director of a service; and
  - is approved in terms of the relevant legislation to have charge of the centre in the absence of the Director.
- Duties undertaken by an employee at this level include, but are not limited to, some or all of the following:
    - all of the duties of a Group leader - minimum 3 year qualified;
    - prepare, implement and evaluate developmentally appropriate programs for individual children or groups of children in care, including those with special needs (such as children with disabilities and children of non-English speaking background);
    - supervise the programs and the quality of care that the service provides;
    - ensure records are maintained accurately for each child in care;
    - ensure the employer's policies and procedures are adhered to;
    - administer first-aid to the level of their competency when appropriate;
    - supervise qualified and unqualified workers;
    - planning and coordinate in-service training for the centre or service;
    - maintain the service's policies and practices;
    - maintain effective liaison with other agencies in the community;
    - take responsibility for the day-to-day management of the centre or service in the temporary absence of the Director; and
    - administer first-aid to the level of their competency when appropriate.

#### **Assistant director - 3 year qualified**

- An employee at this level:
  - has completed an AQF Advanced Diploma or higher qualification in children's services or education;
  - is employed to assist a Director of a service; and
  - is approved in terms of the relevant legislation to have charge of the centre in the absence of the Director.
- Duties undertaken by an employee at this level include, but are not limited to, some or all of the duties undertaken by an Assistant director - 2 year qualified.

#### **Coordinator - unqualified**

- An employee at this level has no relevant post-secondary qualification and coordinates and manages an after school hours and/or vacation care service for children.
- Duties undertaken by an employee at this level include, but are not limited to, some or all of the following:
  - develop and/or oversee programs and ensure they offer a balance of flexibility, variety, safety and fun;
  - supervise the programs/activities and ensure each staff member is fulfilling their relevant duties and responsibilities;
  - carry out administration tasks including fee collection and receipting, banking, payment of staff, etc;
  - administer first-aid when appropriate to the level of their competency;
  - work positively in working with parents and/or committees; and
  - understand and work in accordance with the service's policies.

#### **Coordinator - qualified - small service**

- An employee at this level has completed an AQF Diploma in children's services and coordinates and manages an after school hours and/or vacation care service for up to 59 children.
- Duties undertaken by an employee at this level include, but are not limited to, some or all of the duties undertaken by a Coordinator - unqualified who manages an after school hours and/or vacation care service.

**Coordinator - qualified - large service**

- An employee at this level has completed an AQF Diploma in children's services and coordinates and manages an after school hours and/or vacation care service for 60 or more children.
- Duties undertaken by an employee at this level include, but are not limited to, some or all of the duties undertaken by a Coordinator - unqualified who manages an after school hours and/or vacation care service.

**Director - 2 year qualified**

- An employee at this level has completed an AQF Diploma in children's services and is employed as the Director of a service other than an after school hours and/or vacation care service.
- Duties undertaken by an employee at this level include, but are not limited to, some or all of the following:
  - responsibility for the overall administration of the centre or service;
  - develop, implement and supervise developmental programs and the quality of care that the service provides;
  - maintain the service's policies and practices;
  - establish a process for the recruitment, orientation and support of staff;
  - identify and assist in meeting in-service training needs of staff;
  - establish and maintain effective communication systems with staff and parents;
  - establish and maintain liaison with other agencies in the community (as required);
  - maintain the centre's records;
  - recruit employees in consultation with the Manager/Owner or Licensee of the centre;
  - keep day-to-day accounts and handle clerical administrative matters;
  - ensure that the centre or service adheres to all relevant Regulations;
  - formulate and evaluate annual budgets in liaison with relevant authorities where necessary;
  - all of the duties of an Assistant director;
  - administer first-aid when appropriate to the level of their competency.

**Director - minimum 3 year qualified**

- An employee at this level has completed an AQF Advanced Diploma or higher qualification in the field of children's services or education and is employed as the Director of a service other than an after school hours and/or vacation care service.
- Duties undertaken by an employee at this level include, but are not limited to, some or all of the duties undertaken by a Director - 2 year qualified.

**Classification descriptors - Early childhood education**

Employees are to be classified in accordance with the following definitions/descriptors:

**Exempted teacher, grade 1**

An employee at this level does not hold formal qualifications accepted by the Queensland College of Teachers for registration as a Teacher in Queensland but holds approval from the College to be in charge of an educational program in a kindergarten or preschool.

### **Exempted teacher, grade 2**

An employee at this level does not hold formal qualifications accepted by the Queensland College of Teachers for registration as a Teacher in Queensland but holds approval from the Board to be in charge of an educational program in a kindergarten or preschool and has completed:

- one year of formal training; or
- the equivalent number of accredited professional in-service hours.

### **Exempted teacher, grade 3**

An employee at this level does not hold formal qualifications accepted by the Queensland College of Teachers for registration as a Teacher in Queensland but holds approval from the Board to be in charge of an educational program in a kindergarten or preschool and has completed:

- a minimum of two years of formal training; or
- the equivalent number of accredited professional in-service hours.

### **Kindergarten/Preschool assistant, grade 1**

An employee at this level is engaged in assisting in the delivery of an early childhood education program at a centre under the direction of either a Teacher or an Exempted teacher and is untrained.

### **Kindergarten/Preschool assistant, grade 2**

An employee at this level is engaged in assisting in the delivery of an early childhood education program at a centre under the direction of either a Teacher or an Exempted teacher and has completed:

- one year of formal training; or
- the equivalent number of accredited professional in-service hours.

### **Kindergarten/Preschool assistant, grade 3**

- An employee at this level is engaged in assisting in the delivery of an early childhood education program at a centre under the direction of either a Teacher or an Exempted teacher and has completed:
  - a minimum of two years of formal training; or
  - the equivalent number of accredited professional in-service hours.
- An employee with 3 years of formal training or the equivalent number of accredited professional in-service hours shall be appointed at grade 3, year 2.

### **Teacher - band 1 - step 1**

An employee at this level is a Teacher admitted to the service with 3 years of teacher training or such other qualifications recognised by the employer.

### **Teacher - band 1 - step 2**

An employee at this level is a Teacher admitted to the service with 3 years of teacher training or such other qualifications recognised by the employer and 1 year of teaching experience.

**Teacher - band 1 - step 3**

An employee at this level is a Teacher admitted to the service with 3 years of teacher training or such other qualifications recognised by the employer and 2 years of teaching experience.

**Teacher - band 1 - step 4**

An employee at this level is a Teacher admitted to the service with 3 years of teacher training or such other qualifications recognised by the employer and 3 years of teaching experience.

**Teacher - band 2 - step 1**

An employee at this level is a Teacher admitted to the service with:

- 3 years of teacher training or such other qualifications recognised by the employer and at least 4 years of teaching experience; or
- an approved Degree from a recognised university or an approved equivalent tertiary qualification.

**Teacher - band 2 - step 2**

An employee at this level is a Teacher admitted to the service with:

- 3 years of teacher training or such other qualifications recognised by the employer and 5 years of teaching experience; or
- an approved Degree from a recognised university or equivalent and at least 1 year of teaching experience.

**Teacher - band 2 - step 3**

An employee at this level is a Teacher admitted to the service with:

- 3 years of teacher training or such other qualifications recognised by the employer and 6 years of teaching experience; or
- an approved Degree from a recognised university or equivalent and at least 2 years of teaching experience.

**Teacher - band 2 - step 4**

An employee at this level is a Teacher admitted to the service with:

- 3 years of teacher training or such other qualifications recognised by the employer and 7 years of teaching experience; or
- an approved Degree from a recognised university or equivalent and at least 3 years of teaching experience.

**Teacher - band 2 - step 5**

An employee at this level is a Teacher admitted to the service with:

- 3 years of teacher training or such other qualifications recognised by the employer and 8 years of teaching experience; or
- an approved Degree from a recognised university or equivalent and at least 4 years of teaching experience.

#### **Teacher - band 3 - step 1**

An employee at this level is a Teacher admitted to the service with:

- 3 years of teacher training or such other qualifications recognised by the employer and:
  - 9 years of teaching experience; and
  - who has kept a portfolio of their professional development activities which has been submitted to and validated by a joint employer/union validation committee; or
- an approved Degree from a recognised university or equivalent and at least 5 years of teaching experience.

#### **Teacher - band 3 - step 2**

An employee at this level is a Teacher admitted to the service with:

- 3 years of teacher training or such other qualifications recognised by the employer and 11 years of teaching experience; or
- 3 years of Teacher training or such other qualifications recognised by the employer and at least 10 years of teaching experience and at least 60 hours or 8 days of professional development activities in their own time and a portfolio of these activities and any other relevant material which has been submitted to and validated by a union/employer validation committee; or
- an approved Degree from a recognised university or equivalent and at least 6 years of teaching experience.

#### **Teacher - band 3 - step 3**

An employee at this level is a Teacher admitted to the service with:

- 3 years of teacher training or such other qualifications recognised by the employer and 13 years of teaching experience; or
- 3 years of teacher training or such other qualifications recognised by the employer and at least 11 years of teaching experience and at least 120 hours or 16 days of professional development activities in their own time and a portfolio of these activities and any other relevant material which has been submitted to and validated by a union/employer validation committee; or
- an approved Degree from a recognised university or equivalent and at least 7 years of teaching experience.

#### **Teacher - band 3 - step 4**

An employee at this level is a Teacher admitted to the service with:

- 3 years of teacher training or such other qualifications recognised by the employer and 15 years of teaching experience; or

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- 3 years of teacher training or such other qualifications recognised by the employer and at least 12 years of teaching experience and at least 180 hours or 24 days of professional development activities in their own time and a portfolio of these activities and any other relevant material which has been submitted to and validated by a union/employer validation committee; or
- an approved Degree from a recognised university or equivalent and at least 8 years of teaching experience.

## **Division 2 - Section 3**

# **Clerical Employees Employed in Owned or Controlled Corporations of Local Governments**

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## **PART 1 - Title and Operation**

### **1. Title**

See clause 1 of Division 1.

### **2. Operation**

See clause 2 of Division 1 - Provisions with common application.

### **3. Definitions and interpretation**

(a) Definitions with common application are contained in clause 3 of Division 1.

(b) In this Section, unless the context otherwise requires:

**union** means the following industrial organisation of employees in accordance with its callings:

- Queensland Services, Industrial Union of Employees

### **4. Coverage**

See clause 4 of Division 1 - Provisions with common application. In addition to the provisions with common application the following provisions also apply:

(a) Subject to clauses 4(b) and (c), this Section covers local government employees engaged in the provision of clerical services in owned or controlled corporations of local governments.

(b) This Section shall not apply to persons who have been delegated the right to engage and terminate the employment of employees.

(c) Partial exemption

(i) As an alternative to being subject to all clauses contained in this Section an employee remunerated in excess of the highest salary level prescribed in this Section may mutually agree in writing with their employer not to be bound by the conditions of this Section, except for:

- clause 7 - dispute resolution
- clause 9 - termination of employment
- clause 11 - consultation
- clause 14 - superannuation
- clause 19 - annual leave
- clause 20 - personal leave
- clause 21 - parental leave
- clause 22 - long service leave
- clause 27 - union encouragement.

- (ii) A copy of the signed terms of the agreement will be supplied to the employee.
- (iii) There will be taken to be mutual agreement for the purposes of clause 4(c)(i) if an employer employed a clerical or administrative employee and remunerated that employee at a level in excess of the highest salary level prescribed in this Section prior to the date of its commencement.
- (iv) The overall terms and conditions of employment agreed under clause 4(c) must be not less favourable than the provisions of this Section as a whole and the employee shall not be disadvantaged by the agreement taking into consideration the Award rate the employee would otherwise have been paid had the employee not entered into such agreement.
- (v) For any agreement entered into under clause 4(c), and in accordance with section 339 of the Act, there will be no requirement for the employer to keep particulars of the employee's starting and finishing times each day.
- (vi) If an employee considers that they have been disadvantaged by the agreement this issue must be addressed between the employer and employee in the manner prescribed in clause 7. No claim for unpaid wages resulting from clause 4(c) of this Section may be made under the Act until the prevention and settlement of disputes procedure under this Section has been concluded.
- (vii) If an employee is required to work on a public holiday, the employee is entitled to either time off in lieu of the time worked on the public holiday, to be taken at a mutually agreed time, or, at the employer's discretion, extra time (equal to the time actually worked on the public holiday) is to be added to the employee's annual leave entitlement.

## **5. The Queensland Employment Standards and this Award**

See clause 5 of Division 1 - Provisions with common application.

## **6. Enterprise flexibility and facilitative award provisions**

See clause 6 of Division 1 - Provisions with common application.

## **PART 2 - Dispute Resolution**

### **7. Dispute resolution**

See clause 7 of Division 1 - Provisions with common application.

## **PART 3 - Types of Employment, Consultation and Termination of Employment**

### **8. Types of employment**

- (a) See clause 8 of Division 1 – Provisions with common application. In addition to the provisions with common application the provisions at clause 8(b) and clauses 8.1 to 8.3 below also apply.
- (b) An employee may be employed on a full-time, part-time or casual basis.

#### **8.1 Full-time employment**

A full-time employee is one that is engaged to work an average of 38 ordinary hours per week.

## **8.2 Part-time employment**

- (a) A part-time employee is an employee who:
  - (i) is engaged to work a regular pattern of ordinary hours each week which are a minimum of 15.2 hours, or less by agreement with a minimum of 4 hours, and less than the ordinary hours worked by an equivalent full-time employee; and
  - (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each ordinary hour worked a part-time employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification.
- (c) The minimum payment on any day when work is performed shall be for 4 hours' work.
- (d) Additional ordinary hours
  - (i) By mutual agreement with their employer, a part-time employee may elect to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hours so worked are also to be taken into account in the *pro rata* calculation of all entitlements.
  - (ii) Any such additional hours worked within the spread of ordinary hours prescribed in clause 15.1 are to be paid for at the ordinary hourly rate or, by mutual agreement between the employee and employer, taken as TOIL on a time for time basis.
- (e) Subject to clause 8.2(d)(ii) all time worked by a part-time employee in excess of the agreed hours on any one day or outside the spread of ordinary hours prescribed in clause 15.1 is to be paid at the appropriate overtime rate prescribed in clause 18.1.

## **8.3 Casual employment**

- (a)
  - (i) A casual employee is an employee who is engaged and paid as such.
  - (ii) A casual employee cannot be employed to work more ordinary hours than are worked by an equivalent full-time employee each week or fortnight, as the case may be.
- (b) Except where otherwise provided, a casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- (c) For each hour worked a casual employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification plus a casual loading of 23%.
- (d) Each casual engagement stands alone with a minimum payment as for 2 hours' work to be made in respect to each engagement.

## **9. Termination of employment**

See clause 9 of Division 1 - Provisions with common application.

## **10. Redundancy**

See clause 10 of Division 1 - Provisions with common application.

## 11. Consultation - Introduction of changes

See clause 11 of Division 1 - Provisions with common application.

## PART 4 – Minimum Wage and Salary Levels, Allowances and Related Matters

*(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 2 in Division 1 (Supported Wage System) apply.)*

## 12. Classifications and minimum wage and salary levels

See clause 12 of Division 1 – Provisions with common application. In addition to the provisions with common application the provisions at clauses 12.1 to 12.3 below also apply.

### 12.1 Minimum wage levels

- (a) Employees covered by this Section are to be classified into an appropriate classification and level in accordance with the classification structure set out in Schedule 1 of this Section with minimum wage and salary levels for employees 21 years of age and above to be as set out in the table below:

Classification	Award Rate <sup>1</sup> Per Week \$ <sup>2</sup>
Level 1 (1 <sup>st</sup> year of service) <sup>3</sup>	832.00
Level 1 (2 <sup>nd</sup> year of service)	832.00
Level 1 (3 <sup>rd</sup> year of service)	856.00
Level 1 (4 <sup>th</sup> year of service)	856.00
Level 2 (1 <sup>st</sup> year of service)	877.00
Level 2 (2 <sup>nd</sup> year of service)	877.00
Level 2 (3 <sup>rd</sup> year of service)	890.00
Level 3 (1 <sup>st</sup> year of service)	940.50
Level 3 (2 <sup>nd</sup> year of service)	940.50
Level 4 (1 <sup>st</sup> year of service)	965.00
Level 4 (2 <sup>nd</sup> year of service)	965.00
Level 5 (1 <sup>st</sup> year of service)	1,018.50
Level 5 (2 <sup>nd</sup> year of service)	1,018.50

Notes:

<sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2019 Declaration of General Ruling.

<sup>2</sup> Rounded to the nearest \$0.50.

<sup>3</sup> **Year of service** shall mean total years of service of a clerical employee within a particular classification level in the industry as a whole, including years of service with the employer.

- (b) Each classification level contains varying paypoints which provide for automatic yearly service increments within a classification level. Appointment to a higher classification level is to occur where an employee is required to perform duties and skills at a higher level in accordance with the classification criteria.

- (c) An employee may progress to a higher classification level in accordance with clause 12.1(a) without having progressed through all paypoints within a lesser level.

## 12.2 Junior rates of pay

- (a) The minimum salaries payable to junior employees are prescribed in the table below:

Age	Percentage of Award rate of Level 1 or Level 2 %
under 18 years of age	55
18 and under 19 years of age	65
19 and under 20 years of age	75
20 and under 21 years of age	85

- (b) Junior rates of pay are expressed as a percentage of either Level 1 or Level 2, with the first paypoint in Level 1 or Level 2 reflecting the wage rate upon which the junior percentages above are to be calculated.
- (c) Whether the first paypoint in Level 1 or Level 2 is used depends on whether the junior is performing work which falls within Level 1 (in which case the first paypoint of Level 1 is used) or any level above Level 1 (in which case the first paypoint in Level 2 is used).
- (d) Once a junior employee reaches 21 years of age the employee must be assigned to the appropriate Level (1 to 5) and commence at the first paypoint of that Level.
- (e) Junior rates shall be calculated to the nearest \$0.10.

## 12.3 Performance of higher duties

An employee directed to temporarily fill a position for more than two working days at a higher classification level shall be paid extra remuneration at the first paypoint of the classification level of the position being temporarily filled.

## 13. Allowances

In addition to the allowances prescribed in clause 13 of Division 1 - Provisions with common application, clauses 13.1 to 13.5 below also apply to employees covered by this Section.

### 13.1 Divisional and District parities

See clause 13.1 of Division 1 - Provisions with common application.

### 13.2 First-aid allowance

- (a) Where an employer appoints an employee who holds an appropriate first-aid certificate as a first-aid attendant the employee shall be paid an additional \$18.10 per week in which the employee works three days or more.
- (b) This allowance shall be treated as part of the employee's ordinary fortnightly salary for the purposes of annual leave (but not loading on leave), sick leave, long service leave and all other paid leave.

### 13.3 Motor vehicle/bicycle allowance

- (a) Where the employer requires an employee to use their own vehicle in or in connection with the performance of their duties, the employee shall be paid an allowance for each kilometre of authorised travel as follows:
  - (i) motor vehicle - \$0.80 per kilometre; and
  - (ii) motorcycle - \$0.27 per kilometre.
- (b) The employer may require an employee to record full details of all such official travel requirements in a log book.
- (c) Where the employer requires an employee to use their own bicycle in or in connection with the performance of their duties, such employee shall be paid an allowance of \$3.50 per week.

#### **13.4 Overtime meal allowances and meal breaks**

- (a) An employee required to work overtime for:
  - (i) more than 2 hours after ordinary ceasing time or for more than one hour continuing beyond 1800 on any normal working day; or
  - (ii) more than 4 hours on a Saturday, Sunday, or rostered day off,shall be provided with an adequate meal at the employer's expense or paid a meal allowance of \$13.05 in lieu of the provision of such meal.
- (b) Where the employer requires the employee to continue working for a further 4 hours of continuous overtime work in either of the situations mentioned in clause 13.4(a), the employee will be entitled to a 30 minute meal break and either provided with an adequate meal at the employer's expense or paid an additional meal allowance of \$13.05.
- (c) Where an employee has been given notice to work overtime on the previous working day or prior thereto, and has brought to work a prepared meal and such overtime is cancelled, the employee shall be paid a meal allowance of \$13.05 for such prepared meal.

#### **13.5 Adjustment of monetary allowances**

- (a) The first-aid allowance prescribed in clause 13.2 shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) At the time of any adjustment to the wage rates in this Award the expense related allowances at clauses 13.3 (motor vehicle/bicycle allowance) and 13.4 (overtime meal allowances), respectively, shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (c) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

Allowance

Motor vehicle allowance  
(last adjusted 1 September 2019)

Eight Capitals Consumer Price Index  
(ABS Cat No. 6401.0 - Table 7)

Private motoring sub-group

Overtime meal allowance  
(last adjusted 1 September 2019)

Take-away and fast foods sub-group

## 14. Superannuation

See clause 14 of Division 1 - Provisions with common application.

## PART 5 - Hours of Work and Related Matters

### 15. Hours of duty

#### 15.1 Ordinary hours of duty

- (a) The ordinary hours of duty for all employees covered by this Section, exclusive of meal breaks, shall be an average of 38 hours per week and 7.6 hours per day, with a maximum of 10 hours per day.
- (b) The ordinary hours in clause 15.1(a) are to be worked on one of the following bases as agreed between the employer and the employees concerned:
  - (i) 38 hours within a work cycle not exceeding 7 consecutive days; or
  - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
  - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
  - (iv) 152 hours within a work cycle not exceeding 28 consecutive days.
- (c) An employer and an employee or groups of employees may agree that the ordinary hours of work are to exceed 8 hours on any day, thus enabling more than one day to be taken off during a particular work cycle.
- (d) Different methods of working a 38 hour week may apply to individual employees, groups or sections of employees in each location concerned.
- (e)
  - (i) Where the arrangement of ordinary hours of work provides for a rostered day off, the employer and an individual employee and/or the majority of employees concerned may agree to accrue up to a maximum of 10 rostered days off. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
  - (ii) Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which each rostered day off was accrued.

#### 15.2 Spread of ordinary hours of duty

- (a) The spread of ordinary hours of duty for employees covered by this Section shall be 0630 to 1830 Monday to Friday and, subject to clause 15.2(b), 0630 to 1230 Saturday.
- (b) Any arrangement of hours which includes a Saturday as ordinary hours shall be subject to agreement between the employer and the majority of employees concerned.
- (c) The spread of ordinary hours may be altered as to all or a section of employees if there is agreement between the employer and the employee or the majority of employees concerned.



- (d) Ordinary hours of duty may be worked on not more than five consecutive days in a week, Monday to Saturday inclusive.
- (e) The employer may stagger the ordinary starting and finishing times of various groups of employees or individual employees.
- (f) Employees are required to observe the nominated starting and finishing times for the work day including designated breaks to maximise available working time. Preparation for starting and finishing work including personal clean up will be in the employee's time.

### **15.3 Payment for working ordinary hours**

All ordinary hours of duty performed by an employee within the ordinary spread of hours prescribed in clause 15.2 shall be paid for as follows:

- (a) Monday to Friday - ordinary time;
- (b) Saturday - time and one-quarter (excludes casuals who are to be paid at the ordinary hourly rate plus 23%); and
- (c) on a public holiday - at the rate prescribed in clause 23.1.

## **16. Meal breaks**

- (a)
  - (i) Except where otherwise agreed between the employer and the employee, an employee shall be entitled to a minimum of 30 minutes and a maximum of 60 minutes for lunch between 1100 and 1430 on ordinary working days and on the weekend if overtime is worked.
  - (ii) In the absence of a mutual agreement to the contrary, no employee shall be required to work more than 6 hours without a meal break.
- (b) All time worked, at the request of the employer, during the mutually agreed meal times or during the meal times where there is no mutual agreement shall be paid for at the rate of double time.

## **17. Rest pauses**

- (a) All employees are entitled to a paid rest pause of 10 minutes duration in the employer's time in the first and second half of the working day, subject to the following:
  - (i) a total of 10 minutes for an employee who works for more than 3 hours but less than 6 ordinary hours in any day; or
  - (ii) a total of 20 minutes for an employee who works for at least 6 ordinary hours in any day.
- (b) The employer may determine that the rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary working day with the 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken into approximately three equal working periods.
- (c) All rest pauses shall be taken at such times as will not interfere with the continuity of work where such continuity is necessary.

## **18. Overtime**

### **18.1 Overtime**

- (a) All authorised overtime worked by an employee in excess of their ordinary daily hours of duty or outside their spread of ordinary working hours on a Monday to Friday, inclusive, shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter.
- (b) All authorised overtime worked by an employee on a Saturday or rostered day off shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter with a minimum payment as for 2 hours' work.
- (c) All authorised overtime worked by an employee on a Sunday shall be paid at the rate of double time with a minimum payment as for 2 hours' work.
- (d) All authorised overtime worked by an employee on a public holiday shall be paid at the rate prescribed in clause 23.1.
- (e) The minimum payments provided in clauses 18.1(b) and (c) shall not apply where such overtime is performed immediately preceding or following ordinary hours.
- (f) When an employee ceases overtime work and their usual means of transport is not available, the employer shall pay any reasonable additional amount incurred by the employee in reaching home.

## **18.2 TOIL**

- (a) In lieu of the provisions in clause 18.1, by mutual agreement with their employer, an employee may elect to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- (b) TOIL will be accrued on a time for time basis.
- (c) If TOIL has not been taken within four weeks of accrual, an employee may request payment of the TOIL at the relevant overtime rate.

## **18.3 Fatigue leave/rest period after overtime**

- (a) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that 10 consecutive hours off duty has not occurred shall be released after completion of such overtime until 10 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.
- (b) If, on the instructions of the employer, an employee resumes or continues ordinary work without having had 10 consecutive hours off duty the employee shall be paid double rates until released from duty and shall then be entitled to be absent until 10 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.

## **18.4 Meal breaks on overtime**

All employees covered by this Section who work overtime are entitled to meal breaks and, where relevant, meal allowances as prescribed in clause 13.4.

# **PART 6 - Leave of Absence and Public Holidays**

## **19. Annual leave**

Annual leave is provided for in Division 5 of the QES. Clauses 19.1 and 19.2 supplement the QES.

### **19.1 Payment for annual leave**

An employee proceeding on annual leave is entitled to receive the following payments:

- (a) an amount equal to the salary level being paid to the employee immediately before the employee takes the leave for the period of such leave; and
- (b) a further amount equal to 17.5% of the amount calculated in accordance with clause 19.1(a).

### **19.2 Annual close down**

- (a) Where an employer closes down its operations or a section or sections thereof for the purposes of allowing annual leave to all or the bulk of the employees in the section or sections concerned, the following provisions shall apply:
  - (i) by the giving of not less than 90 days' notice the employer may direct all employees in the section or sections concerned to take leave for the duration of the closedown and allow those who are not then qualified for sufficient annual leave to cover the period of the close down to take paid leave on a proportionate basis and to take such accumulated time off/rostered days off as may be available to the employee to apply towards the close down period.
  - (ii) all time during which an employee is stood down without pay for the purpose of clause 19.2(a)(i) shall count as service in the next 12 monthly qualifying period.
- (b) Notwithstanding clause 19.2(a), where there is agreement between the employer and the majority of employees concerned, the employer may close down its operations or a section or sections thereof on one additional occasion in any 12 month period for the purpose of allowing additional annual leave for a period agreed with its employees.

## **20. Personal leave**

- (a) Personal leave is provided for in Division 6 of the QES and covers:
  - (i) sick leave;
  - (ii) carer's leave;
  - (iii) bereavement leave; and
  - (iv) cultural leave.
- (b) Clauses 20(c) and (d) supplement the QES.
- (c) In addition to the provisions of Subdivision 2 of Division 6 of the QES an employee's accumulated sick leave entitlements are preserved when:
  - (i) the employee is absent from work on unpaid leave granted by the employer;
  - (ii) the employer or employee terminates the employee's employment and the employee is re-employed within three months;
  - (iii) the employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

- (d) An employee's sick leave continues to accrue whilst absent from work on paid leave granted by their employer.

## **21. Parental leave**

See clause 21 of Division 1 - Provisions with common application.

## **22. Long service leave**

- (a) Long service leave, including for casual employees, is provided for in Division 9 of the QES.
- (b) Portability of long service leave entitlements for local government employees is provided for in Chapter 8, Part 3, Division 2 the *Local Government Regulation 2012*.

## **23. Public holidays**

Public holidays are provided for in Division 10 of the QES. Clauses 23.1 and 23.2 supplement the QES provisions.

### **23.1 Payment for public holidays and for work on a public holiday**

- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who:
  - (i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;
  - (ii) is required to work on the public holiday shall, in addition to the payment prescribed in clause 23.1(a)(i), be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (b) An employee (including a casual employee) who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clause 18.1.
- (c) An employee (including a casual employee) who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (d) The minimum payment provided in clauses 23.1(a)(ii) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.
- (e) Where a public holiday falls on an employee's rostered day off, the employee shall receive another day off in lieu thereof or one day shall be added to the employee's annual leave for each public holiday so occurring **or**, by mutual agreement, an extra day's wages may be paid in lieu of each such holiday.

### **23.2 Substitution**

- (a) Subject to statutory limitations (such as the time work may not be performed on Anzac Day) where there is agreement between the chief executive and an employee or employees, another ordinary working day may be substituted for a public holiday.
- (b) Where an employee is subsequently required to work on the substituted day they shall be paid at the rate prescribed in clause 23.1.

**24. Jury service**

See clause 24 of Division 1 - Provisions with common application.

**25. Service leave**

See clause 25 of Division 1 - Provisions with common application.

**PART 7 - Union Related Matters**

**26. Union encouragement**

See clause 26 of Division 1 - Provisions with common application.

**27. Union delegates**

See clause 27 of Division 1 - Provisions with common application.

**28. Trade union training leave**

- (a) Subject to the conditions set out in clause 28(d), upon written application by an employee to an employer, such application being endorsed by the relevant union and giving to the employer at least one month's notice, the employee shall be granted up to five working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the union or specific training courses approved and accredited by the union.
- (b) Other courses mutually agreed between the union and an employer may be included under clause 28.
- (c) For the purposes of clause 28(a), **ordinary pay** shall mean at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.
- (d) The granting of such leave shall be subject to the following conditions:
  - (i) An employee must have at least 12 months' uninterrupted service with an employer prior to such leave being granted.
  - (ii) This clause shall not apply to an employer with less than 15 full-time employees covered by this Section.
  - (iii) The granting of such leave shall be subject to the convenience of the employer and so that the operations of the employer will not be unduly affected.
  - (iv) The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the employer's operations.
  - (v) Leave granted to attend courses will not incur additional payment if such course coincides with the employee's rostered day off in 38 hour week working arrangements or with any other concessional leave.
- (e) In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
- (f) Paid trade union training leave will not affect other leave granted to employees under this Award.

## **29. Right of entry**

See clause 29 of Division 1 - Provisions with common application.

## **PART 8 - Transfers, Travelling and Equipment**

### **30. Travelling, transport and fares**

- (a) An employee transferred at the request of the employer or travelling under the employer's instructions shall be deemed to be working while so travelling so far as they may be travelling during ordinary hours of duty.
- (b) All reasonable fares incurred by an employee whilst travelling on the employer's business shall be paid by the employer.
- (c) An employee required to travel in excess of 3.2 kms within ordinary working hours from the location where they are usually employed to another location and/or return shall be allowed reasonable return fares.
- (d) An employee required, in the course of the employee's work, to remain away from home overnight shall be reimbursed by the employer for all reasonable expenses actually incurred in obtaining board and accommodation.

### **31. Uniforms**

In any establishment where an employee is required to wear any special uniform the employer will supply such uniform to that employee.

## **PART 9 - Training and Related Matters**

### **32. Training, learning and development**

- (a) The parties to this Section recognise that in order to increase efficiency and productivity a greater commitment to learning and development is required.
- (b) Accordingly, the parties commit themselves to developing a more highly skilled and flexible workforce and providing employees with career opportunities through appropriate training to acquire additional skills and knowledge for performance of their duties.
- (c) A consultative mechanism and procedures involving representatives of the employer, employees and relevant unions shall be established as determined by the chief executive, having regard to the size, structure and needs of that agency.
- (d) Following consultation, the chief executive shall develop a learning and development strategy consistent with:
  - (i) the current and future needs of the agency;
  - (ii) the size, structure and nature of the operations of the agency; and
  - (iii) the need to develop vocational skills relevant to the agency through courses conducted wherever possible by accredited educational institutions and providers.
- (e) Learning and development may be both on-the-job or off-the-job and either internal or external to the organisation.

- (f) Learning and development provided should assist employees in obtaining accredited competencies, knowledge and skills.
- (g) All such learning and development should be directed at enabling employees to enhance skills relevant to duties to be performed. Employees will be expected to attend scheduled learning and development activities.
- (h) Where an employee undertakes a course or training at the request of the employer, such training shall not result in the loss of any ordinary time earnings by the employee and shall wherever possible be conducted in the employer's time. All costs associated with such training shall be borne by the employer.

## **Division 2 - Section 3 - Schedule 1 (Classifications - Clerical employees employed in owned or controlled corporations of local governments)**

### **Classification criteria**

The following descriptors are to be used to determine the appropriate classification level of an employee classified in the Clerical employees group of the General stream. The descriptors consist of **characteristics** and **typical duties/skills**.

The **characteristics** are the principal or primary guide to classification as they are designed to indicate the level of basic knowledge, a comprehension of issues, problems and procedures required and the level of responsibility/accountability of a particular position.

**Typical duties/skills** are a non-exhaustive list of duties/skills that may be comprehended within the particular classification level. They are an indicative guide only and at any particular level employees may be expected to undertake duties of any level lower than their own.

All adult employees shall be classified in one of the following levels:

### **Clerical employee - level 1**

Level 1 in this structure is to be viewed as the level at which employees learn and gain competency in the basic clerical skills required by the employer which, in many cases, would lead to progression through the classification structure as an employee's competency and skills are increased and utilised.

#### **Characteristics**

Employees at this level may include the initial recruit who may have limited relevant experience. Initially, work is performed under close direction using established practices, procedures and instructions. Later, work is likely to be performed under routine supervision with intermittent checking.

Such employees perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures. Problems can usually be solved by reference to established practices, procedures and instructions.

Employees are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee's work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees in the same classification.

#### **Typical duties/skills**

Indicative typical duties and skills in this level may include:

- directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and greeting of visitors e.g. reception, switchboard.
- telephonists involved in the manipulation of communication apparatus, including computerised keyboard/switchboard/call centre.
- maintenance of basic manual and/or computerised records.
- filing, recording, matching, checking and batching of accounts, records, invoices, orders, store requisitions etc.
- handling, recording or distributing mail, including messenger service.



- simple stock control functions (e.g. seeing that the office or department has adequate supplies of stationery, standard printed forms, tea room amenities etc) within clearly established parameters.
- copy typing and audio typing. The routine operation of a range of equipment including adding machines, calculators, cash registers, facsimiles, photocopiers, guillotines, franking machines, switchboard, computerised radio/telephone equipment, or any other equipment to facilitate communications, paging systems, telephone/intercom systems, telephone answering machines.
- the basic use of keyboard-operated equipment including: computers, word processors, personal computers and attached printers.

## **Clerical employee - level 2**

### **Characteristics**

Employees at this level have had sufficient experience and/or training to enable them to carry out their assigned duties under limited supervision.

Employees are responsible and accountable for their own work, with checking related to overall progress. In some situations detailed instructions may be necessary. Employees are required to exercise judgement and initiative within a broad range of their skills and knowledge.

The work of employees at this level may be subject to final checking and as required progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level.

### **Typical duties/skills**

Indicative typical duties and skills in this level may include:

- reception/switchboard/call centre duties as in level 1 and, in addition, responding to enquiries where presentation and the use of interpersonal skills, together with the acquisition of sound knowledge of the Council's operations and services, are a key aspect of the position, e.g. reception/switchboard.
- specialised operations of computerised radio/telephone equipment, personal computers and word processors.
- word processing e.g. the use of a word processing software package to create, format, edit, correct, print and save text documents.
- stenographer solely employed to take shorthand at 100 words per minute and to transcribe by means of appropriate keyboard equipment at 98% accuracy.
- copy typing and audio typing at 65 words per minute at 98% accuracy.
- maintenance of records and/or journals, including initial processing and recording relating to the following:
  - reconciliation of accounts balance;
  - incoming/outgoing cheques;
  - invoices;
  - debit/credit items;
  - payroll data;
  - petty cash imprest system;
  - letters etc.

- secretarial - performing a broad range of clerical functions within this level.
- computer applications involving clerical skills at this level, which may include one or more of the following functions:
  - create a data base/files/records;
  - spreadsheet/worksheet;
  - graphics;
  - accounting/payroll file following standard procedures and using existing models/fields of information.

### **Clerical employee - level 3**

#### **Characteristics**

Employees at this level will have achieved a standard to be able to perform specialised or non-routine tasks or features of the work.

Work is likely to be without supervision with general guidance on progress and outcomes sought and involve the application of knowledge with depth in some areas and a broad range of skills. Initiative, discretion and judgement are required in carrying out assigned duties.

Employees at this level may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in level 1 and 2 and would be able to train such employees by means of personal instruction and demonstration.

#### **Typical duties/skills**

Indicative typical duties and skills in this level may include:

- prepare cash payment summaries; banking report and bank statements; calculate and maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger etc, at a higher level than at level 2.
- provide detailed advice and information on the Council's programs and services; respond to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills.
- secretarial - performing a broad range of clerical functions at a higher level than at level 2.
- apply computer software packages utilising clerical skills at a higher level than at level 2.

### **Clerical employee - level 4**

#### **Characteristics**

Employees at this level will have achieved a level of organisation or industry specific knowledge sufficient for them to give independent advice and/or information to the organisation and clients in relation to specific areas of their responsibility.

Whilst not a pre-requisite, a feature of this level is responsibility for supervision of employees in lower levels in terms of coordinating work flow, checking progress and resolving problems.

Judgement is required in planning and selecting appropriate equipment, services, techniques and work organisation for self and others.

Employees at this level exercise initiative, discretion and judgement regularly in the performance of their duties. They are able to train employees in levels 1-3 by personal instruction and demonstration.

### **Typical duties/skills**

Indicative typical duties and skills in this level may include:

- secretarial/executive services - performing a broad range of clerical functions at a level higher than at level 3.
- maintain executive diary; attend executive/organisational meetings and take minutes; establish and/or maintain current working and personal filing systems for senior executives; answer executive correspondence from verbal or handwritten instructions.
- responsibility for the preparation of financial/tax schedules; calculation of costings and/or wage and salary requirements; completion of personnel/payroll data for authorisation; reconciliation of accounts to balances.
- advise on/provide information on one or more of the following:
  - employment conditions;
  - workers' compensation procedures and regulations;
  - superannuation entitlements, procedures and regulations.
- apply computer software packages utilising clerical skills at a level higher than at level 3.

### **Clerical employee - level 5**

#### **Characteristics**

Employees at this level are subject to broad guidance or direction and would report to more senior employees as required.

Such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to independently advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field/s of their expertise.

Employees at this level are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision in terms of, *inter alia*: scheduling workloads; resolving operational problems; monitoring the quality of work produced; counselling staff for performance as well as work related matters.

Level 5 employees would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. They often exercise initiative, discretion and judgement in the performance of their duties.

The possession of relevant post-secondary qualifications may be appropriate, but not essential.

#### **Typical duties/skills**

Indicative typical duties and skills in this level may include:

- operates and is responsible for a complex and diverse payroll system.
- application of detailed knowledge of the organisation's objectives, performance, projected areas of growth, and general industry conditions for the purposes of assisting in developing policy or

new services to meet changing consumer needs or other circumstances.

- application of computer software packages including evaluating and determining optimum software solutions or the integration of complex word processing/data/graphics text.
- prepare internal reports for management in any or all of the following areas:
  - account/financial;
  - staffing;
  - legislative requirements;
  - other significant Council activities/operations.
- finalise quotations or costings by applying a detailed knowledge of variable inputs, margins, market conditions, supply and delivery arrangements.
- executive secretary/executive assistant who performs a broad range of executive support functions with minimal direction or supervision.

By the Commission,  
[L.S.] M. SHELLEY,  
Industrial Registrar.