

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

*Industrial Relations Act 2016 – s 193 – certification of an agreement*

**South Burnett Regional Council**

AND

**Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland**

AND

**Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland**

AND

**The Australian Workers' Union of Employees, Queensland**

AND

**Transport Workers' Union of Australia, Union of Employees (Queensland Branch)**

*(Matter No. CB/2023/69)*

**SOUTH BURNETT REGIONAL COUNCIL CERTIFIED AGREEMENT – FIELD STAFF 2023**

**Certificate of Approval**

On 28 July 2023, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:** **SOUTH BURNETT REGIONAL COUNCIL CERTIFIED AGREEMENT – FIELD STAFF 2023**

**Parties to the Agreement:**

- South Burnett Regional Council;
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
- Construction, Forestry, Mining & Energy, Industrial Union of Employees;
- The Australian Workers' Union of Employees, Queensland; and
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch).

**Operative Date:** 28 July 2023

**Nominal Expiry Date:** 1 January 2025

**Previous Agreement:** *South Burnett Regional Council Certified Agreement – Field Staff 2020*

**Termination Date of Previous Agreement:** 28 July 2023

By the Commission

S.C. PIDGEON  
Industrial Commissioner  
1 August 2023



**SOUTH BURNETT**  
**REGIONAL COUNCIL**

**Certified Agreement – Field Staff 2023**

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## 1. TITLE

This Agreement will be known as the South Burnett Regional Council Certified Agreement – Field Staff 2023.

## 2. DEFINITIONS

**Awards** means the Queensland Local Government Industry (Stream B) Award – State 2017 and Queensland Local Government Industry (Stream C) Award – State 2017.

**Council** means South Burnett Regional Council.

**Emergency Service Agency** means the State Emergency Service, Volunteer Fire Brigade, Rural Fire Brigade or any other service agreed by the Chief Executive Officer ('CEO') to be an applicable emergency service.

**Field Staff** means those Employees whose employment is covered by the provisions of the Awards.

**Immediate Family or Household** means:

- the employee's spouse; and
- a child, ex-nuptial child, stepchild, adopted child, foster child, ex-foster child, parent, grandparent, grandchild or sibling of the employee or employee's spouse.

**Industrial Instrument** has the same meaning as in the IR Act.

**IR Act** means the *Industrial Relations Act 2016* (Qld).

**JCC** means the Joint Consultative Committee established and constituted for the Council, Employees and Unions.

**Ordinary rate of Pay** means the ordinary time rate of pay for the Employee concerned. Provided that such rate shall exclude overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments of a like nature.

**WHS Act** means the *Work Health and Safety Act 2011* (Qld).

**QIRC** means the Queensland Industrial Relations Commission.

## 3. PARTIES BOUND

The parties bound by this Agreement are South Burnett Regional Council and the following industrial organisations:

- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland (AMEPKU);
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU)
- The Australian Workers' Union of Employees, Queensland (AWU); and
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch) (TWU).

## 4. APPLICATION

This Agreement shall apply to Council, all Council Employees covered by the Awards, and the Unions named in clause 3 of this Agreement.

## 5. DATE AND PERIOD OF OPERATION

This Agreement will operate from the date of certification and will have a nominal expiry date of 1 January 2025.

As far as reasonably practicable, the parties agree that negotiations will commence in relation to a new Agreement six (6) months prior to the nominal expiry date of this Agreement.

## 6. RELATIONSHIP TO PARENT AWARDS

This Agreement shall be read and applied in conjunction with the terms of the Awards listed below, as varied from time to time, provided that where there is any inconsistency between this Agreement and the Awards listed below, this Agreement shall prevail to the extent of the inconsistency:

- Queensland Local Government Industry (Stream B) Award – State 2017;
- Queensland Local Government Industry (Stream C) Award – State 2017; and
- Training Wage Award – State 2012.

## 7. AIM OF THE AGREEMENT

The parties to the agreement aim to:

- improve productivity and efficiency and provide a united SBRC workforce that has a strong focus on consistently delivering high levels of efficient service and customer satisfaction across all business functions in a consultative manner;
- conduct its business in a financially responsible and sustainable way with the ability to adapt to changing economic influences, community expectation, needs and service delivery methods in order to maintain long term viability;
- provide a working environment that encourages employees to offer a consistent level of high quality service, professionalism, ownership and team spirit by recruiting, training and retaining an effective, flexible and self-motivated team of employees; and
- ensure that a culture of work and family life balance, work safety and health, community values, responsibility, organisational stability and sustainability is promoted and achieved through sound management practices and employee participation.

## 8. EQUAL EMPLOYMENT OPPORTUNITY

**8.1. The parties recognise the importance of maintaining diversity in the workplace**, equal remuneration for work of equal value and ensuring that existing practices, that encourage equality of employment and development opportunities, continue and are promoted during the life of this Agreement. This will include:

- reviewing position descriptions, prior to advertisement, to ensure non-bias / gender neutral language;
- inclusion of statements during recruitment that Council is an equal opportunity employer;
- ensuring selection of applicants for vacant positions is conducted in accordance with the law;
- giving appropriate and meaningful consideration of workplace flexibility or adjustment requests; and
- ensuring approval of development opportunities is managed in a fair and equitable manner, irrespective of gender or any other identified attributes under the Anti-Discrimination Act 1991.
- The Council is committed to equal remuneration for work of equal or comparable value.

## 9. JOINT CONSULTATIVE COMMITTEE ('JCC')

To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication are essential. To this end, a Joint Consultative Committee ('JCC') will be established. This committee will be responsible for the role of coordinating workplace reform and ensuring effective communication between management, Unions and employees.

It is agreed that the JCC will be the Committee through which genuine consultation and discussion regarding workplace reform or changes will occur between Council, employees, and Unions. The JCC will meet at least every three (3) months or otherwise as agreed.

The membership of the JCC will consist of three (3) Management representatives, one (1) Union representative from each Union that is party to this Agreement and two (2) employee Union Delegates from each Union party to this Agreement.

## **10. SALARY AND WAGES**

Council agrees to pay the following:

- 5% wage increase backdated to the 1<sup>st</sup> full pay period in January 2023; and
- 5% wage increase effective on the first full pay period in January 2024.

Any decision of the QIRC that has the effect of adjusting the ordinary hourly rates of pay of the Awards mentioned in clause 6 of this Agreement shall not apply to the wage rates and allowances set under this Agreement. Wage rates are in accordance with Schedule A – Wages and Salary Rates and levels are in accordance with Appendix A – Field Multi-Skilled Competency-Based Classification Structure.

## **11. SALARY SACRIFICE**

*Council offers the option to the employee to Salary Sacrifice the compulsory 6% and any additional voluntary Superannuation contributions to any Superannuation Scheme of their choice, or for any other items allowed by the Australian Taxation Office ('ATO') and that do not attract Fringe Benefits Tax ('FBT'). Such arrangements will be facilitated using third party providers for employees. If FBT is attracted to the salary sacrifice item (e.g., novated lease of a motor vehicle), the FBT will be the responsibility of the employee.*

Council reserves the right to withdraw the facility of salary sacrifice if a change in the laws means that Council would incur an additional cost or the scheme itself becomes unlawful as a result of changes to the relevant laws. The option to salary sacrifice is dependent upon evidence from the employee that they have obtained independent financial advice.

Each request would be processed on a case-by-case basis. Once a salary sacrifice agreement is entered into, the employee would be required to continue with the agreement for a period of not less than twelve (12) months.

## **12. PART-TIME EMPLOYMENT**

Where the employee agrees, Council may increase a part-time employee's ordinary hours in any period to take into account operational demands and requirements, without incurring penalty rates as prescribed for by the Awards for the additional hours worked, provided that the:

- increase in the part-time employee's ordinary hours in the period does not exceed 25% of the part-time employee's standard ordinary hours; and
- total number of ordinary hours worked by the part time employee in the period does not exceed the equivalent of 38 hours a week.

For the avoidance of doubt, a part time employee is entitled to be paid penalty rates for additional hours the part time employee works in a period if the total number of additional hours worked exceeds 25% of the employee's standard ordinary hours, or if the total number of hours worked by the part time employee in the period exceeds the equivalent of 38 hours per week.

## **13. DISPUTE RESOLUTION**

Effective communication between employees and Council management is a prerequisite to good industrial relations and the following procedure is set down in order that any grievances may be resolved quickly to maintain sound working relationships.

1. any employee or employees with a grievance or complaint regarding an industrial matter will promptly raise the matter/s with their immediate supervisor who will endeavor to resolve the matter as soon as possible;
2. if the matter is not resolved at this level, the employee/s will discuss the matter/s with the next

higher level of management and the employee/s may elect to be represented by an authorised officer of the relevant Union; and

3. should the grievance remain unresolved after fourteen (14) days, the matter should then be referred to the CEO and, if requested by the employee/s, an authorised officer of the relevant Union who will attempt to facilitate a resolution.

If after the above steps, the matter remains unresolved, the dispute may be referred by either the employee/s or Council to the QIRC for conciliation and if the matter remains unresolved, arbitration. While the above procedure is being followed, to the extent it is safe to do so, the *status quo* is to be maintained, and every endeavor is to be applied to ensure that work continues normally until a resolution of the dispute is reached.

All parties agree to give due consideration to matters raised or any suggestion or recommendation made by the QIRC with a view to prompt settlement of the matter.

The above procedures do not restrict the Council, or an employee, or an employee's representative (being an authorised officer of the relevant Union) from making representations to each other at any stage in this procedure or restrict the parties from agreeing to escalate any stage of this process which is not practicable.

## **14. CONSULTATION**

### **Consultation - Introduction of changes - Employer's duty to notify**

- 14.1. Prior to Council's final decision to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and, where relevant, their union/s.
- 14.2. Significant effects include 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.
- 14.3. Where the Agreement makes provision for alteration of any of the matters referred to in clauses 14.1. and 14.2. an alteration shall be deemed not to have significant effect.

### **Council's duty to consult over change**

- 14.4. Council 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).
- 14.5. The consultation must occur as soon as practicable after making the decision referred to in clause 14.1.
- 14.6. For the purpose of such consultation Council 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.
- 14.7. Notwithstanding the provision of clause 14.6, Council shall not be required to disclose confidential information, the disclosure of which would be adverse to Council's interests.

## **15. WORKING HOURS AND SPAN OF HOURS**

### **15.1. Ordinary Working Hours**

The hours of work are an average of 38 hours per week, between the hours of 5:00am and 6:00pm.

### **15.2. Nine (9) Day Fortnight**

- 15.2.1 Employees covered by this Agreement will be entitled to work a nine (9) day fortnight roster.



The nine (9) day fortnight will be at no additional cost to Council.

**15.2.2** The nine (9) day fortnight roster can be a rolling roster that includes Mondays or Fridays or other days as mutually agreed by the parties.

**15.2.3** Managers and supervisors, in consultation with each other and with staff, will prepare a monthly roster for all staff that ensures business services are not interrupted.

**15.2.4** Employees may bank up to a maximum of five (5) RDOs per year, however, banking any RDOs shall be subject to the prior approval of the relevant manager/supervisor.

**15.2.5** Notwithstanding clause 15.2.4, employees may accrue more than five (5) RDOs per year with the prior approval of the CEO.

**15.2.6** All banked RDOs in excess of one (1) day will be available subject to:

- an employee making a written request to be approved by the relevant manager/supervisor with at least one (1) week notice; and
- before approving a request for utilising an RDO by an employee, the relevant manager/supervisor must ensure that Council operations and services will not be interrupted or rendered less efficient or more costly.

**15.2.7** If an employee has a scheduled RDO in place and is required to work on that scheduled RDO, Council may request the employee to work on the RDO by giving the employee two (2) days' notice.

**15.2.8** If an employee is requested to work on an RDO in accordance with clause 15.2.7, such RDO shall be re-allocated to a mutually agreeable day between the employee and the relevant manager/supervisor without attracting penalty rates. If a mutually agreeable day cannot be reasonably found, the employee shall be paid the appropriate penalty rates in accordance with the relevant overtime provisions in the Award/s.

### **15.3. Time Off In Lieu**

**15.3.1** Upon approval by Council, employees requested to work overtime may elect to have that acquitted as Time Off in Lieu ('TOIL') instead of payment for overtime.

**15.3.2** TOIL shall be accrued and taken on a time for time basis.

**15.3.3** Employees may bank up to an equivalent of five (5) days of TOIL. Such TOIL is to be taken at a mutually agreed time. If a mutually agreed time cannot be found, such time will be paid out at the rate of time and one-half (150%).

**15.3.4** An application for the utilisation of TOIL made under clause 15.3.3 will not be unreasonably refused.

**15.3.5** Employees may make an application to the CEO for the cashing out of banked TOIL. Applications for cashing out of TOIL will be capped at two (2) per calendar year and any TOIL cashed out under this clause will be paid at the rate of single time (100%).

## **16. ALLOWANCES**

**16.1** Subject to clause 16.2, unless otherwise agreed, all allowances applicable under the relevant Award/s shall be paid to employees covered by this Agreement.

**16.2** It is agreed that employees shall be paid the Construction Work Allowance ('CWA') (as it applies under the Award/s) except whilst they are receiving the following allowances:

- cemetery operations;
- live sewer;
- rubbish dump;
- rubbish and sanitary operations;
- clay pit operations; and
- quarry allowance.

## **17. AVAILABILITY**

### **17.1. Availability/On Call Allowance**

This allowance shall apply to any employee who is required to be on call for emergency work outside ordinary working hours and is listed on the On Call Register.

### **17.2. On Call Register**

Council operates an out-of-hours mobile phone service for emergency calls. Employees who are required by their position or who mutually agree to be on call outside the normal work hours shall be listed on a register maintained by Council.

### **17.3. Roster**

Rosters shall be prepared from employees listed on the register with employees being advised at least one (1) month in advance of the requirement for the employee to be on call for emergency work. Rosters will generally be on a weekly cycle.

### **17.4. Call Outs**

Call outs should be for emergency calls and generally only activated by the mobile phone system, Managers, General Managers and the CEO. A call out refers to an employee required to leave their place of residence to perform their duties.

### **17.5. Role of On Call Employees**

The role of the on-call employee is to coordinate the response which may or may not require actual attendance to the site depending on the circumstances and the availability of other Council employees.

### **17.6. Allowance**

**17.6.1** Employees required to be on call outside ordinary working hours shall be paid the following allowances:

- \$40.09 per night for weeknights (Monday to Friday);
- \$101.31 per day/night on weekends (Saturday and Sunday); and
- \$189.97 per day/night on public holidays.

**17.6.2** Employees who are on call and who are required to conduct emergency work without leaving their place of residence (via telephone or electronic device) shall be entitled to payment for such work conducted at the applicable overtime or penalty rate for actual time worked. Such time worked will be cumulative and no minimum payment will apply. The employee will bear the onus of proving such time worked before payment is approved.

### **17.7. Overtime/Penalty Rates**

Employees on rostered standby, called out on emergency work, shall be entitled to payment for such work from the time of leaving home to commence that work until they return home from such work, but they must return home within a reasonable time and payment shall be calculated as follows:

- Monday to Friday (inclusive) – All overtime worked shall be paid for at the rate of time and one-half for the first three (3) hours worked and double time thereafter;
- Saturday – All overtime worked shall be paid for at the rate of double time;
- Sunday – All overtime worked shall be paid for at the rate of double time; and
- Public Holiday – All overtime worked shall be paid for at the rate of double time and one-half. No additional time will be added to an employee's annual leave for the public holiday on which the employee is required to be on call.

Minimum payment for Call Outs – A minimum payment of one and one-half (1.5) hour will apply. The minimum payment shall only apply to the first call out on any given day or night.

### **17.8. Recall**

Where an employee, who is not in receipt of the allowance paid in accordance with clause 17.6., is recalled to duty and leaves their premises to attend to an emergency, shall be entitled to payment for such work from the time of leaving home to commence that work until they return home from

such work, but they must return home within a reasonable time and payment shall be calculated as follows:

- Monday to Friday (inclusive) – All overtime worked shall be paid for at the rate of time and one-half for the first three (3) hours worked and double time thereafter;
- Saturday – All overtime worked shall be paid for at the rate of double time;
- Sunday – All overtime worked shall be paid for at the rate of double time; and
- Public Holiday – All overtime worked shall be paid for at the rate of double time and one-half. No additional time will be added to an employee's annual leave for the public holiday on which the employee is required to be on call.

Minimum payment for Call Outs – A minimum payment of four (4) hours will apply. The minimum payment shall only apply to the first call out on any given day or night.

### **17.9. Fatigue Break**

Where an employee, whether rostered on call or not, is required to work so much overtime between the termination of the employee's ordinary work on one day and commencement of ordinary work on the next day and that employee has not had at least ten (10) consecutive hours off duty between those times, the employee shall, subject to this clause, be released after completion of such overtime until the employee has accessed ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If an employee is instructed to resume or to continue work without having had ten (10) consecutive hours off duty, the employee shall be paid at double time until the employee is released from duty for such period, and the employee shall be entitled to be absent until the employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during that absence. However, where the time worked is less than two (2) hours then it shall not be deemed as overtime for the purposes of this clause.

### **17.10. Transport**

An employee who is rostered on call for a period of time (generally a week) will be eligible to have the use of a Council vehicle for work related purposes for that on call period.

### **17.11. Communication**

Employees on call shall be provided with a mobile phone for business call purposes. Other employees rostered on call must be fit for duty and contactable by telephone for their period of standby.

### **17.12. Emergency On Call**

Where an employee not listed on the on-call Register but due to operational reasons is required to be on call, the on call provisions shall apply to the employee.

The recall to duty provisions stipulated in clause 17.8. shall not apply to an employee who is required to be on call under this clause..

### **17.13. Call Out Logs**

The call out employee for each call out received will be required to record relevant details of that call and action taken. These details shall be recorded on a form provided by Council and shall be captured in Council's Electronic Document Records Management System.

## **18. UNIFORMS**

Uniforms will be provided by Council at no cost to the employee and replaced when unfit for continuing use as a result of fair wear and tear.

Uniforms provided by Council remain the property of Council and are not to be disposed of, or modified in anyway, without Council approval.

Council will provide one (1) weatherproof jacket as a one-off issue, five (5) long sleeve high visibility shirts and five (5) pairs of pants. Boot Allowance will be \$180 per annum (exclusive of GST).

On leaving the employment of Council, any Council uniforms purchased or supplied by Council are

to be returned to Council.

Uniforms are to be maintained and worn in a presentable way and laundered by the employee (at the employee's expense).

## **19. FLEXIBLE MEAL BREAK**

In exceptional circumstances, and when it is mutually agreed between an employee or group of employees and their supervisor/s, the employee/s may delay their meal break by up to a maximum of two (2) hours, without penalty. In such a case, by mutual agreement between the employee/s and the supervisor/s, one (1) of the following shall apply:

- late lunch with no penalty rates; or
- employee finishes work early by the equivalent amount of time.

At all times, employee safety will be paramount and working conditions will satisfy the WHS Act and Heavy Vehicle (Fatigue Management) National Regulation.

## **20. LEAVE**

Leave entitlements under this clause are provided for in the Queensland Employment Standards ('QES') in Chapter 2, Part 3, Divisions 5, 6, 7, 8, 9 and 11 of the IR Act. This clause supplements the QES and the relevant conditions stipulated by the Award.

### **20.1. Annual Leave**

Employees, other than casuals, are entitled to accrue and access Annual Leave in accordance with the relevant terms of the Award.

Annual leave may be taken in single day absences only by mutual agreement between the employee and Council. Such request may not be unreasonably refused.

Where an employee has accrued an excessive amount of Annual Leave, being greater than two (2) years' entitlements, the employee shall be required to participate in a leave reduction scheme. Such scheme shall require the employee to reduce their accrued bank of annual leave over an agreed period of time.

Where an employee accrues in excess of two (2) years' entitlements of Annual Leave, Council may direct the employee to take such excess leave on the provision of eight (8) weeks' notice.

### **20.2. Personal Leave**

Personal leave (including sick leave and carer's leave) is in accordance with the provisions of the Award, save that:

- employees, other than casuals, are entitled to the accrual of fifteen (15) days personal leave per annum from the commencement of their employment; and
- there is no restriction on the amount of sick leave, which can be accumulated by an employee.

Personal Leave may be utilised for Carer's leave subject to the employee being responsible for the care of a member of their immediate family or household.

The employee shall, wherever practicable, give Council notice prior of the absence or the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of their absence, the employee shall notify Council by telephone of such absence at the first opportunity on the day of absence.

### **20.3. Credit**

Credit shall be allowed at the commencement of an employee's employment for sick leave accumulated with a previous Queensland local government employer or local government employers provided that:

- the employee's service as between such employers has been continuous, as per the definition provided in 20.4; and

- 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.

#### **20.4. Continuous Service**

- **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
- **Employer** means a Queensland local government or local authority.

#### **20.5. Paid Parental Leave**

An employee, other than a casual, is entitled to take paid parental leave provided that:

- the employee has completed at least 12 months continuous service with Council as at the date of birth or placement (i.e., adoption or surrogacy) of the child; and
- the paid parental leave is taken immediately before or after the birth or placement (i.e., adoption or surrogacy) of the child; and
- the employee is the primary caregiver of the child.

An employee who accesses the paid parental leave shall be entitled to:

- six (6) weeks paid parental leave, calculated at the employee's ordinary rate of pay; or
- twelve (12) weeks paid parental leave at half pay.

An employee who is the secondary caregiver of a child, is entitled to two (2) weeks paid partner's leave, paid at the employee's ordinary rate of pay, provided that:

- at the date of the birth or placement (i.e., adoption or surrogacy) of the child, the employee has completed at least 12 months of continuous service with Council; and
- the paid partner's leave is taken immediately before or after the birth or placement (i.e., adoption or surrogacy) of the child.

Part time employees are eligible for paid parental leave or paid partner's leave on a pro-rata basis of the average weekly hours for the preceding 12 months.

#### **20.6. Bereavement Leave**

An employee, other than a casual, is entitled to up to three (3) days bereavement leave on each occasion and on production of satisfactory evidence (if required by Council) of the death of a member of the employee's immediate family or household.

An employee is eligible to supplement any bereavement leave taken by up to two (2) days from other paid leave which the employee has in their balance.

#### **20.7. Emergency Service Leave**

An employee, other than a casual, who is a member of an emergency service agency, and who is required to be absent from work to assist or undertake emergency work with the emergency service, shall be entitled to a maximum of five (5) days of leave with pay equivalent to the employee's ordinary rate of pay per calendar year. Any period of absence in excess of five (5) days shall be deducted from the employee's TOIL or Annual Leave balances. This leave does not accumulate from year to year.

Emergency service leave cannot be accessed on weekends and public holidays and is subject to the prior approval of the employee's Manager and to business and operational requirements. Approval for emergency service leave shall not be unreasonably withheld.

Council has no responsibility for any expense incurred by the employee, or for any loss or damage suffered by the employee which occurs as a result of the employee performing the emergency service, during the period of leave.

## **20.8. Long Service Leave**

Employees covered by this Agreement shall be entitled to long service leave on full pay, subject to and in accordance with the provisions of Division 2 – Section 1 of the Queensland Local Government Industry (Stream A) Award – State 2017 and the Act. Long service leave may be taken on a pro-rata basis whilst in service on completion of seven (7) years continuous service with Council.

## **20.9. Domestic and Family Violence Leave**

Employees, including casual, personally experiencing domestic and family violence may access up to ten (10) business days per year of paid Domestic and Family Violence Leave for medical appointments, legal proceedings, attending to accommodation matters, childcare and education matters and other activities, which are related to domestic and family violence. Employees who are the perpetrators of the domestic and family violence are not entitled to access any leave under this clause.

This leave is non-cumulative and is non-transferable and may be taken in units of one (1) hour. Employees may also access Personal Leave or any other form of accrued leave balances for medical appointments, legal proceedings, attending to accommodation matters, addressing childcare and education matters and other activities, related to domestic and family violence.

Employees supporting a person experiencing domestic and family violence may take Personal Leave or any other form of accrued leave to accompany them to court, to hospital, or to assist with childcare, accommodation or other matters.

While notice is not strictly required prior to taking the leave, an employee should notify their supervisor, CEO or Manager of People and Culture as soon as reasonably practicable of their intention to take or remain on Domestic and Family Violence or other leave for this purpose. Proof of domestic and family violence may be required and can be a document issued by the Police Service, a Court, a Doctor, a Domestic and Family Violence Support Service or Lawyer.

In order to provide support to an employee experiencing domestic and family violence and to provide a safe work environment, Council will approve any reasonable request from an employee for changes to their span of hours or pattern of hours and/or shift patterns; job redesign or changes to duties; changes to their telephone number or email address to avoid harassing contact; or any other appropriate measure including those available under existing work arrangements.

An employee experiencing domestic and family violence may raise the issue with their supervisor, the CEO or the Manager of People & Culture. The supervisor may seek advice from the Manager of People and Culture. All personal information concerning domestic and family violence will be kept confidential and only shared with employees who have a genuine need to know. No information will be kept on an employee's personnel file without their express written permission. Council will work collaboratively with the employee who is experiencing domestic violence to develop protocols to restrict access to the employee's personal information and contact details.

Council will identify a contact person who will be trained in domestic violence, discretion and privacy issues. The contact will be in possession of appropriate resources and referral information. Council will advertise the name of the contact within the workplace and provide the details at induction for new staff.

Council will develop and implement workplace safety planning strategies to ensure the protection of all employees.

## 21. REDUNDANCY

In addition to the period of notice prescribed by the Award for ordinary termination, an Employee whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service (i.e. notification period plus up to a maximum of 52 weeks):

Period of continuous service	Severance Pay
Less than 1 year	2 weeks pay
At least 1 year but not more than 2 years	4 weeks pay
More than 2 years but not more than 3 years	6 weeks pay
More than 3 years but not more than 4 years	8 weeks pay
More than 4 years but not more than 5 years	10 weeks pay
More than 5 years but not more than 6 years	12 weeks pay
More than 6 years but not more than 7 years	14 weeks pay
More than 7 years but not more than 8 years	16 weeks pay
More than 8 years but not more than 9 years	18 weeks pay
More than 9 years and not more than 10 years	20 weeks pay
More than 10 years but not more than 11 years	22 weeks pay
More than 11 years but not more than 12 years	24 weeks pay
More than 12 years	2 weeks per year of service capped at 52 weeks' pay

## 22. SECURITY OF EMPLOYMENT

### 22.1. Income Maintenance

When an employee becomes redeployed to a level lower than their previous classification level, Council agrees to maintain the employee's income/salary/wage at the level applicable at the date of the redeployment for a period of no more than 24 months or until the employee is appointed to a position where the income/salary/wage is equal to or more than the income/salary/wage at the date of redeployment.

Council agrees to apply the general wage increases only (excluding incremental increases) as provided for in this Agreement to the employee's maintained income/salary/wage for a period of no more than 24 months from the date of redeployment.

Accrued entitlements are to be paid at the pre-income maintenance rate of pay for employees who are redeployed to a lower classification level when leave is taken.

In the circumstance where an employee is voluntarily redeployed to a position that is a lower classification level than their previous classification level, Council will also pay the employee's accrued entitlements at the pre income maintenance rate of pay.

## **22.2. Transfers**

Council agrees not to force any employee to transfer for the duration of this Agreement. Provided, however, travel between:

- Kingaroy and Nanango; or
- Murgon and Wondai.

shall not constitute a transfer.

Transfer can only occur when an employee can reasonably travel to and from home on a daily basis to a new work location and this does not cause undue hardship to the employee. (e.g., financial, family and personal responsibilities).

## **22.3. Transfer Expenses**

When an employee is transferred in accordance with clause 22.2., Council agrees to pay travelling allowance in accordance with the Award/s.

For the purposes of clauses 22.2. Council acknowledges that existing and new employees are employed at a 'nominated base' office throughout the Council region.

## **22.4. Job Security**

Council is committed to maintaining a core permanent workforce where possible. The parties agree that changes in work practices and productivity initiatives should enhance the efficient operation of the Council.

The parties are committed to:

- career development and equal opportunity;
- using natural attrition and reallocation after consultation in preference to retrenchment or redundancy;
- employees not unreasonably withholding agreement to participate in reasonable changes in working arrangements requiring their agreement under the Award or this Agreement;
- employees assisting in the identification, development and implementation of work practices which assist in making Council a more efficient and cost effective organisation and continued job security; and
- Council will continue to manage its workforce in order to minimise the need for involuntary labour reduction in the future. Council will not, during the term of this Agreement, apply forced redundancies and will consider other viable alternatives to labour reduction when necessary following the consultation process set out in clause 14. of this Agreement.

## **22.5. Transition to Retirement**

Council shall work with employees to develop a retirement plan which supports a positive transition for both parties. Subject to operational requirements, an employee and Council may enter into an agreement for the employee to work on a phased retirement arrangement.

Phased retirement arrangements will be agreed on an individual basis but may include reduced hours of employment and/or a reduction in duties/responsibilities.

A phased retirement arrangement will involve the employee giving up their permanent role and being employed on phased retirement with agreed work hours, agreed role/level, agreed duties/responsibilities and an agreed retirement date. Council and the employee will also identify agreed arrangements with respect to all accrued annual and long service leave.

Council will provide employees who enter into a phased retirement agreement with an agreed retirement date of less than six (6) months with financial assistance to obtain financial advice from an approved financial adviser of up to \$500.

Council may give consideration to utilisation of Annual Leave and Long Service Leave entitlements, in a manner which would not otherwise be available. For example, this could include taking leave at the rate of one (1) or two (2) days per week over an extended period. Approval is at the sole discretion of Council. Half pay leave arrangements will not be applied in such circumstances.



## **22.6. Abandonment of Employment**

An employee who has been absent from duty for seven (7) or more working days without Council's consent and does not establish, to the satisfaction of Council, a reasonable cause for the absence shall be deemed to have abandoned their employment.

Before an employee's employment is terminated for abandonment, Council shall make a reasonable effort to contact the employee. Contact may be made in writing (letter or email), by telephone or via text.

Termination of employment for abandonment shall be effective from the date of the employee's last attendance at work or the employee's last day's absence without Council's consent.

## **23. INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

To meet the needs of Council and an individual employee, Council and an employee may enter into an Individual Flexibility Arrangement ('IFA') to vary the terms of this Agreement.

The following process will be followed:

- the employee, the employee's employee organisation (if applicable) and Council will consult and agree on arrangements to be implemented;
- the arrangements must meet the operational requirements of Council; and
- Both parties agree to genuinely consider any reasonable agreement proposed.

The terms of an IFA must be in writing setting out the terms, including a predetermined term of the agreement and provision for termination of the agreement and signed by Council and the employee. An IFA must not, on balance, result in an overall reduction in the entitlements or protections the employee has under this Agreement and are only about matters required or permitted to be in this Agreement.

## **24. LOCAL AREA WORK AGREEMENT ('LAWA')**

The parties recognise the value and benefit in providing for a process that enables Council, workgroups or individuals to develop and implement flexible working arrangements suited to the needs of the workgroup and requisite work to be performed.

Where Council, relevant workgroups and individuals agree there is a need for flexible work agreements the following process will be followed:

- directly affected employees, relevant employee organisations that have coverage (if applicable) and Council will consult and agree on arrangements to be implemented.
- the arrangements must meet the operational requirements of Council;
- agreement shall be obtained from more than 70% of affected employees; and
- the parties agree to genuinely consider any reasonable agreement proposed.

Where established, LAWA's will be read in conjunction with the Award/s and this Agreement.

The terms of a LAWA must be in writing setting out the terms, including a predetermined term of the agreement and provision for termination of the agreement and signed by Council and the relevant employees. A LAWA must not, on balance, result in an overall reduction in the entitlements or protections the relevant employees have under this Agreement.

In the event an affected employee has personal circumstances that objectively and reasonably prevent them from participating in the varied work arrangements prescribed in the LAWA, Council will reasonably consider alternative arrangements for the employee. If agreement cannot be reached the employee can implement the Dispute Resolution process prescribed in clause 13.

## **25. MAJOR PROJECT AGREEMENT ('MPA')**

For major projects, the ordinary hours of work and span of ordinary hours shall be determined by mutual written agreement between Council and the employee/s considering the needs of the project and to give flexibility for the workforce.

The following process will be followed:

1. Council will confer with relevant employees to identify those employees who are prepared to consider changing their ordinary hours of work and span of hours;
2. directly affected employees, relevant employee organisations (if applicable) and Council will consult and agree on arrangements to be implemented;
3. the arrangements need to meet the operational requirements of Council;
4. agreement needs to be obtained from more than 70% of affected employees;
5. all parties agree to genuinely consider any reasonable agreement proposed; and
6. where established, MPA's will be read in conjunction with the relevant awards and this Agreement.

The terms of an MPA must be in writing setting out the terms, including a predetermined term of the agreement and provision for termination of the agreement, and be signed by Council and the relevant employees. An MPA must not, on balance, result in an overall reduction in the entitlements or protections the relevant employees have under this Agreement.

In the event an affected employee has personal circumstances that objectively and reasonably prevent them from participating in the varied work arrangements prescribed in the MPA, Council will reasonably consider alternative arrangements for the employee. If agreement cannot be reached the employee can implement the Dispute Resolution process prescribed in clause 13.

## **26. UNION ENCOURAGEMENT**

This Agreement recognises the Unions party to this Agreement and their employee delegates as legitimate representatives of employees covered by this Agreement.

### **26.1. Union Delegates**

Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.

Council shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

### **26.2. Trade Union Training Leave**

Trade Union training leave may be accessed in accordance with the relevant Award/s provision/s.

### **26.3. Deduction of Union Fees**

Upon a request in writing, Council shall provide a payroll deduction scheme for any employee/s who wish to have their Union fees deducted from their payroll.

### **26.4 Union Introduction/Induction**

The Union parties will be provided an opportunity to attend Corporate Induction to collectively discuss union membership with employees. A maximum of 30 minutes will be allocated for this purpose, generally at the beginning and following introductions of the Corporate Induction.

Invitation to attend Corporate Induction, specifically the time allocated for the union introduction/induction, will be sent to the Union parties with reasonable notice.

In exceptional circumstances, where the Union parties are unable to attend the Corporate Induction, an alternative date/time for the union induction will be agreed between the Union parties and the Manager People and Culture. Where this occurs, it is understood that this alternative induction time will be with the collective union parties, will not exceed the paid time of 30 minutes and employees will not be eligible to claim overtime. Any agreed alternative Union introduction/induction date/time will be communicated to employees by Council via Email.

Where a Union requires their delegate to attend the Corporate Induction, prior approval will be sought from the Manager People and Culture. A maximum of 1 delegate per Union will be approved.

## **27. NO FURTHER CLAIMS**

It is agreed by the parties that for the life of this Agreement:

- the parties will not pursue any extra wage claims related to wages or changes of conditions of employment, whether dealt with in this Agreement or not;
- this Agreement covers all matters or claims (from the combined unions) regarding the employment of the employees, which could otherwise be the subject of protected actions pursuant to IR Act; and
- neither party to this Agreement, will engage in protected action pursuant to the IR Act, in relation to the performance of any work covered by the Agreement during the term of this Agreement.

**SCHEDULE A – WAGES AND SALARY RATES**

	Current @ December 2022		Base rate @ 1 <sup>st</sup> full pay period January 2023 5%		Base rate @ 1 <sup>st</sup> full pay period January 2024 5%
	Fortnight		Fortnight		Fortnight
<b>SBRC FIELD STAFF (76 Hours / Fortnight)</b>					
<b>A1</b>	—		—		—
<b>A2</b>	\$2,040.09		\$2,142.10		\$2,249.20
<b>A3</b>	\$2,067.31		\$2,170.68		\$2,279.21
<b>A4</b>	\$2,094.62		\$2,199.36		\$2,309.32
<b>A5</b>	\$2,108.34		\$2,213.76		\$2,324.45
<b>A6</b>	\$2,122.06		\$2,228.17		\$2,339.58
<b>B1</b>	\$2,154.51		\$2,262.24		\$2,375.35
<b>B2</b>	\$2,182.52		\$2,291.65		\$2,406.23
<b>B3</b>	\$2,210.96		\$2,321.51		\$2,437.59
<b>B4</b>	\$2,239.23		\$2,351.19		\$2,468.75
<b>C1</b>	\$2,268.28		\$2,381.70		\$2,500.78
<b>C2</b>	\$2,321.64		\$2,437.72		\$2,559.61
<b>C3</b>	\$2,350.95		\$2,468.50		\$2,591.93
<b>C4</b>	\$2,380.27		\$2,499.28		\$2,624.24
<b>D1</b>	\$2,424.21		\$2,545.43		\$2,672.70
<b>D2</b>	\$2,467.95		\$2,591.34		\$2,720.91
<b>D3</b>	\$2,511.72		\$2,637.31		\$2,769.17
<b>D4</b>	\$2,555.49		\$2,683.27		\$2,817.43

**SIGNATORIES**

Signed for and on behalf of the  
SOUTH BURNETT REGIONAL COUNCIL

Mark Pitt  
.....  
M.J.P. Pitt PSM  
**CHIEF EXECUTIVE OFFICER**

In the presence of

Rebecca Humphrey  
.....  
R. HUMPHREY  
.....  
Printed Name

7 July 2023  
.....  
Date

AUTOMOTIVE, METALS, ENGINEERING, PRINTING  
AND KINDRED INDUSTRIES INDUSTRIAL UNION OF  
EMPLOYEES, QUEENSLAND

Rohan Webb

.....  
R. WEBB  
**STATE SECRETARY**

In the presence of

Ashleigh Wood

.....  
A. WOOD

.....  
Printed Name

3 August 2023

.....  
Date

CONSTRUCTION, FORESTRY, MINING & ENERGY,  
INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND

Kane Lowth

.....  
K. LOWTH  
**ASSISTANT STATE SECRETARY**

In the presence of

Emma Eaves

.....  
E. Eaves

.....  
Printed Name

9 June 2023

.....  
Date

THE AUSTRALIAN WORKERS' UNION OF  
EMPLOYEES, QUEENSLAND

Stacy Schinnerl  
.....

S. SCHINNERL  
**STATE SECRETARY**

In the presence of

Breanna Beattie  
.....

B. BEATTIE  
.....

Printed Name

15 June 2023

.....  
Date



TRANSPORT WORKERS' UNION OF AUSTRALIA, UNION  
OF EMPLOYEES (QUEENSLAND BRANCH)

Richard Olsen

.....  
R. OLSEN  
**STATE SECRETARY**

In the presence of

Helena Dalton-Bridges

.....  
H. DALTON-BRIDGES

.....  
Printed Name

20 June 2023

.....  
Date

## **APPENDIX A – SBRC FIELD STAFF MULTI-SKILLED COMPETENCY CLASSIFICATION STRUCTURE 2023**

### **Introduction**

The intent of the updated classification structure is to ensure a multi-skilled and motivated workforce to meet the operational requirements of the South Burnett Regional Council (SBRC) in a co-operative and efficient manner. The classification structure rates have been reviewed for accuracy based on the South Burnett Regional Council Certified Agreement – Field Staff 2023 from the 2011 document provided to SBRC (IR: 795425). This was provided in conjunction with Sharpe Workplace Solutions and provides the framework for payment to employees in recognition of skills that can be used by the SBRC in accordance with its operational requirements.

The new classification structure covers all existing classifications under the following Awards:

- Queensland Local Government Industry (Stream B) Award – State 2017;
- Queensland Local Government Industry (Stream C) Award – State 2017; and
- Training Wage Award – State 2012.

### **Classification Structure**

The classification structure is based on the following underlining principles:

- Existing Award Classifications;
- Australian Qualifications Framework;
- Multi - Skilling;
- SBRC Skill Sets; and
- SBRC Operational Requirements.

The following general principles form an integral part of the classification structure and shall be used to maintain the spirit and integrity of the structure into the future, in accordance with operational requirements:

- ensuring no employee is, on an overall, disadvantaged as a result of being covered by the classification structure;
- ensuring that employees are classified/reclassified in accordance with the SBRC operational requirements;
- employees have a responsibility for their work outcomes; and
- leading hand/supervisory allowances.

The multi-skilled structure and the rates provided therein have also removed (in relation to old levels under the Awards) the following payments:

- higher duties;
- mixed functions; and
- two (2) or More Classes of Work.

The above payment arrangements however will still exist in terms of any employee who may be required to act in a band/level that sits higher under the classification structure.

### **Appeal Process**

Employees have the right to lodge an appeal against Council's determination of their classification in the structure. Employees wishing to lodge an appeal shall contact People and Culture in the first instance.

## OPERATIONAL WORKS & TRADES CLASSIFICATION STRUCTURE

SBRC Classification Level	Traditional Job Scoping	Multiskilling Characteristics SKILLS SETS Skills/ Qualifications/ Experience / Responsibilities (Indicative Methodology)	Definitions	Applicable Award Level (Stream B & C)
A1	<p><b>General</b> New Entrants (First six months) – On the job training for the following areas;</p> <ul style="list-style-type: none"> <li>• Laboring tasks;</li> <li>• Municipal Worker Tasks &amp; Duties;</li> <li>• Operation or maintenance tasks associated with parks and gardens, beaches, cemeteries, depots, swimming pools, basic hospitality tasks, driving a vehicle requiring a C class license, other than a motor bus;</li> <li>• Caretaking;</li> <li>• Cleaning;</li> <li>• Gardener (including HACC/CACP);</li> <li>• Personal Care Attendant (HACC/CACP);</li> <li>• Driving a rigid motor vehicle up to 4.5t GVM; and</li> <li>• Work performed under regular &amp; direct supervision.</li> </ul>	<ul style="list-style-type: none"> <li>• No Experience in relevant Local Government area of work and /or relevant private sector area of work; or</li> <li>• Less than 6 months service in relevant local government area of work and/or relevant private sector area of work;</li> <li>• No Formal Qualifications; or</li> </ul>	<p><b>This level is not used at SBRC</b></p> <ul style="list-style-type: none"> <li>• This is the entry level for new employees who have no experience specifically in local government and/or in other public or private sector industry relevant to work they are required to perform for South Burnett Regional Council.</li> </ul>	Not applicable

A2	<p><b>General</b></p> <ul style="list-style-type: none"> <li>• Basic laboring tasks;</li> <li>• Basic municipal worker tasks &amp; duties;</li> <li>• Basic operation or maintenance tasks associated with parks and gardens, beaches, cemeteries, depots, swimming pools, basic hospitality tasks, driving a vehicle requiring a C class license, other than a motor bus;</li> <li>• Basic caretaking;</li> <li>• Basic cleaning;</li> <li>• Basic gardening (including HACC/CACP);</li> <li>• Basic personal care attendant work (HACC/CACP);</li> <li>• Driving a rigid motor vehicle up to 4.5t GVM; and</li> <li>• Work performed under regular &amp; direct supervision.</li> </ul>	<ul style="list-style-type: none"> <li>• Minimum experience (6 months) in relevant LG area of work and/or relevant private sector of work; and / or</li> <li>• Commence Cert II/III in area of work; and</li> <li>• Minimum tickets/license required to perform basic tasks &amp; duties; and</li> <li>• Minimum construction white card; and</li> <li>• Basic first aid qualifications; and</li> <li>• Traffic Control – Level 1, minimum; and</li> <li>• Work performed across traditional job boundaries.</li> </ul>	<ul style="list-style-type: none"> <li>• AQF Certificate 1 (Indicative Only)</li> <li>• Breadth, depth and complexity of knowledge &amp; skills would prepare a person to perform a defined range of activities most of which may be routine and predictable;</li> <li>• Applications may include a variety of employment-related skills including preparatory access and participation skills, broad-based induction skills and/or specific workplace skills;</li> <li>• They may also include participation in a team or work group; and</li> <li>• 90% - relativity bearing to relevant awards as a guide only.</li> </ul>	Level 1
A3	<p><b>Accountability/Responsibility</b> At this level, employees perform a range of tasks involving general skills. Typically, industry experience enables the application of such general skills to the requirements of the work.</p> <p><b>General</b></p> <ul style="list-style-type: none"> <li>• General Bitumen asphalt and/or concrete work;</li> <li>• General cleaning tasks and duties;</li> <li>• General gardening duties including HACC.CACP programmes;</li> <li>• General sewerage or water maintenance work;</li> </ul>	<ul style="list-style-type: none"> <li>• Minimum 1 years' experience in relevant Local Government area of work and/or relevant private sector area work; and</li> <li>• Completion of Certificate I and commencement of Certificate II in area of work; and</li> <li>• Minimum relevant tickets/licences required to perform general tasks and duties; and Minimum Traffic Control - level 2; and</li> <li>• Work performed across traditional job boundaries and undertaking tasks duties and responsibilities in</li> </ul>	<p>AQF Certificate II (Indicative Only)</p> <ul style="list-style-type: none"> <li>• Breadth, depth and complexity of knowledge and skills would prepare a person to perform in a range of varied activities or knowledge application where there is a clearly defined range of contexts in which the choice of actions required is usually clear and there is limited complexity in the range of options to be applied;</li> <li>• Performance of a prescribed range of functions involving known routines and procedures and some accountability for the quality of outcomes;</li> <li>• Applications may include some complex or non-routine activities involving individual responsibility; or autonomy and/or collaboration with</li> <li>• others as part of a group or team.</li> </ul>	Level 2

	<ul style="list-style-type: none"> <li>• General tip duties/assisting rubbish/ sanitary drivers;</li> <li>• General traffic control duties;</li> <li>• Surveyor chainperson grade 2;</li> <li>• General personal care attendant work (HACC/CACP);</li> <li>• Operation of a variety of hand held power tools or machinery (including motor mowers);</li> <li>• Driving a rigid motor vehicle exceeding 4.5t GVM up to 11t GVM;</li> <li>• Driving a vehicle requiring a C class license, including a motor bus with less than 12 seats; and</li> <li>• Worked performed under regular supervision.</li> </ul>	excess of the A2 level.	<ul style="list-style-type: none"> <li>• 92.5% - relativity bearing to relevant awards as a guide only.</li> </ul>	
A4	<p>Accountability/Responsibility</p> <ul style="list-style-type: none"> <li>• At this level, employees perform a broad range of tasks requiring developed industry skills. Employees would exercise a broad knowledge of construction and/or maintenance activities and either individually or as part of a team be able to undertake a substantial proportion of typical projects.</li> </ul> <p>General</p> <ul style="list-style-type: none"> <li>• Person in charge – municipal baths/swimming pools;</li> </ul>	<ul style="list-style-type: none"> <li>• Minimum 2 years experience in relevant local government area if work and/or relevant private sector area of work; and/or</li> <li>• Completion of certificate II in area of work; and</li> <li>• Minimum relevant tickets/licences required to perform tasks and duties (e.g. traffic control; ChemCert) including truck operation to light rigid; and</li> <li>• Minimum traffic control – level 3; and</li> </ul>	<p>AQF Certificate II</p> <ul style="list-style-type: none"> <li>• Breadth, depth and complexity of knowledge and skills would prepare a person to perform in a range of varied activities or knowledge application where there is a clearly defined range of contexts in which the choice of actions required is usually clear and there is limited complexity in the range of options to be applied;</li> <li>• Performance of a prescribed range of functions involving known routines and procedures and some accountability for the quality of outcomes;</li> <li>• Applications may include some complex or non-routine activities involving individual responsibility or autonomy and/or collaboration with others as part of a group or team; and</li> <li>• 95% relativity bearing to relevant awards as a guide only.</li> </ul>	Level 3

	<ul style="list-style-type: none"> <li>• Pipe laying, concrete finishing, scaffolding;</li> <li>• Skilled gardening work (e.g. grafting, propagating);</li> <li>• Store operations;</li> <li>• Supervision of refuse tip (tip master);</li> <li>• Surveyors chainperson Grade 1;</li> <li>• Traffic control duties</li> <li>• Animal (pest) control;</li> <li>• Motor mower driver – cemeteries; and</li> <li>• Driving a motor bus with more than 12 seats.</li> </ul> <p>Plant Operation</p> <ul style="list-style-type: none"> <li>• Operation of small ride-on equipment or light mechanical plants;</li> </ul> <p>Operation of light mechanical plant including:</p> <ul style="list-style-type: none"> <li>• Crawler tractor with powered attachments up to 2,721 kgs;</li> <li>• Crawler tractor powered attachments up to 4,536kgs;</li> <li>• Pile driving machine;</li> <li>• Pneumatic tyred powered roller up to 8t;</li> <li>• Pneumatic tyred tractor with powered attachments up to 35kw;</li> <li>• Ride-on mower/tractor with implements;</li> <li>• Pneumatic tyred tractor without powered attachments up to 70kw;</li> <li>• Steel wheeled powered roller up to 8t;</li> <li>• Truck driving requiring – LR</li> </ul>	<ul style="list-style-type: none"> <li>• Work performed across traditional job boundaries and undertaking tasks, duties and responsibilities in excess if the A3 level.</li> </ul>		
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	<p>license;</p> <ul style="list-style-type: none"> <li>• Driving a rigid motor vehicle exceeding 11t GVM up to and including 15t GVM;</li> <li>• Vibrating powered roller up to 4t;</li> <li>• Driving a motor vehicle with capacity exceeding 6.08t;</li> <li>• Ride-on mower up to and including 12 horse-power; and</li> <li>• Work performed under general supervision.</li> </ul>				
A5	<ul style="list-style-type: none"> <li>• Tasks and duties are performed across traditional job boundaries as listed in A4 level and within an employees' 'area of work; and</li> <li>• Work performed under regular to general supervision.</li> </ul>	<ul style="list-style-type: none"> <li>• Minimum 3 years experience in relevant local government area of work and/or relevant private sector area of work; and/or</li> <li>• Completion of certificate II in area of work; and/or</li> <li>• Multi ticketed plant operation (2) inclusive of truck operation to Light Rigid License requirements (e.g. Skid Steer Loader Ticket used less than 51% of the time; and LR license); and/or</li> <li>• Work performed across traditional job boundaries and undertaking tasks, duties and responsibilities in excess of A4</li> </ul>		Level 4	
A6	<p>Accountability/responsibility</p> <ul style="list-style-type: none"> <li>• At this level, employees perform more highly skilled and, often, specialized tasks. In some cases, these tasks would require formal training and involve the holding of an appropriate authority. A sound knowledge of Council by-laws or legislative</li> </ul>	<ul style="list-style-type: none"> <li>• Minimum 4 years experience in local government and/or relevant private sector work;</li> <li>• Relevant tickets/licenses required including truck to medium rigid;</li> <li>• Completion of certificate II in area of work and commencement of</li> </ul>	AQF Certificate III	<ul style="list-style-type: none"> <li>• Breadth, depth and complexity of knowledge and competencies would cover selecting, adapting and transferring skills and knowledge to new environments and providing technical advice and some leadership in resolution of specific problems;</li> <li>• this would be applied across a range of roles in a variety of contexts and some complexity in the extent and choice of options available;</li> </ul>	Level 4

	<p>provisions relevant to the area of work would also be a feature.</p> <p>General</p> <ul style="list-style-type: none"> <li>• Dogman, rigger;</li> <li>• General by-laws enforcement (with relevant experience);</li> <li>• Grave digging;</li> <li>• Surveyor's instrument hand;</li> <li>• General stores and material handling work.</li> </ul> <p>Plant Operation</p> <ul style="list-style-type: none"> <li>• Truck driving MR or LR licence;</li> <li>• Driving a rigid motor vehicle exceeding 15t GVM;</li> <li>• Driving an articulated vehicle (with 3 axles) not exceeding 24t GCM;</li> <li>• Driving a rigid motor vehicle (truck tractor) and heavy trailer combination (trailer having loaded mass of 3.5t or more) not exceeding 22.5t GCM;</li> <li>• Operation of forklifts and hydraulic mobile platforms;</li> <li>• Ride-on mower exceeding 12 horse-power;</li> <li>• Skid steer loader (bobcat) exceeding 2,000cc;</li> <li>• Work performed under general supervision</li> </ul>	<p>certificate III in area of work; and</p> <ul style="list-style-type: none"> <li>• Work performed under general supervision.</li> </ul>	<ul style="list-style-type: none"> <li>• performance of a defined range of skilled operations, usually within a range of broader related activities involving known routines, methods and procedures, where some discretion and judgement is required in the selection of equipment, services or contingency measures and within known time constraints;</li> <li>• applications may involve some responsibility for others. Participation in teams including group or team coordination may be involved; and</li> <li>• 97.5% relativity bearing to relevant awards as a guide only.</li> </ul>	
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<p>B1</p>	<p>Accountability/responsibility</p> <ul style="list-style-type: none"> <li>At this level, employees perform work at the trade or equivalent level. This would generally involve the selection and application of appropriate skills to suit varying demands of the work. Supervision or direction of other employees would often be a feature of this level.</li> </ul> <p>General</p> <ul style="list-style-type: none"> <li>Assist in the operation of a water treatment plant;</li> <li>Beach inspector (&gt;12 months' experience);</li> <li>Bridge carpentry;</li> <li>Earthmoving equipment serviceman;</li> <li>Form setting (requiring trade level skills);</li> <li>Horticulturalist (trade qualified);</li> <li>Manager – municipal baths;</li> <li>Parking meter maintenance;</li> <li>Supervisory by-law enforcement activities;</li> <li>HACC &amp; CACP Task/Duties</li> </ul> <p>Plant Operation: Operation of medium mechanical plant including:</p> <ul style="list-style-type: none"> <li>Backhoe;</li> <li>Crawler tractor with powered attachment 2,721 to 18,143 kgs shipping weight;</li> <li>Crawler tractor without powered attachment over 4,545 kgs shipping weight;</li> <li>Excavator up to 0.5 cubic metre capacity;</li> <li>Front-end or over-head loader up to 2,25 cubic metre</li> </ul>	<ul style="list-style-type: none"> <li>Minimum 5 years experience in relevant local government area of work and/or relevant private sector of work; and/or</li> <li>Completed certificate III in area of work; and/or</li> <li>Basic tradesperson qualifications (defined as a tradesperson without post trade qualifications – c10/equivalent); and</li> <li>Minimum relevant tickets/licences required to perform task and duties including truck operation to Heavy Rigid/Heavy Combination licence requirements; and/or</li> <li>Basic leading hand duties (as defined)</li> <li>Work performed across traditional job boundaries and undertaking tasks, duties and responsibilities in excess of the A6 level</li> </ul>	<p>AQF Certificate III</p> <ul style="list-style-type: none"> <li>Breadth, depth and complexity of knowledge and competencies would cover selecting, adapting and transferring skills and knowledge to new environments and providing technical advice and some leadership in resolution of specific problems</li> <li>this would be applied across a range of roles in a variety of contexts and some complexity in the extent and choice of options available</li> <li>performance of a defined range of skilled operations, usually within a range of broader related activities involving known routines, methods and procedures, where some discretion and judgement is required in the selection of equipment, services or contingency measures and within known time constraints</li> <li>applications may involve some responsibility for others. Participation in teams including group or team coordination may be involved.</li> <li>100% relativity bearing to relevant awards as a guide only</li> </ul>	<p>Level 5 Level BT1 C10</p>
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	<p>capacity;</p> <ul style="list-style-type: none"> <li>• Grader single unit up to 35kw;</li> <li>• Mobile crane up to 15t;</li> <li>• Pneumatic tyred powered roller over 8t;</li> <li>• Pneumatic tyred tractors with powered attachment 35 to 110kw;</li> <li>• Pneumatic tyred tractor without powered attachment over 70kw;</li> <li>• Scraper up to 10 cubic metre capacity;</li> <li>• Steel wheeled powered roller over 8t;</li> <li>• Street sweeper;</li> <li>• Driving a rigid motor vehicle (truck tractor) and heavy trailer combination (trailer having loaded mass of 3.5t or more) exceeding 22.5t GCM;</li> <li>• Driving an articulated vehicle exceeding 24t GCM;</li> <li>• Driving a low loader not exceeding 43t GCM;</li> <li>• Truck driving LR, MR, HR licence;</li> <li>• Powered vibrating roller over 4t</li> </ul> <p>Trade stream</p> <ul style="list-style-type: none"> <li>• Basic tradesperson (building);</li> <li>• Basic tradesperson (engineering);</li> <li>• Basic tradesperson (mechanical);</li> <li>• C10 level;</li> <li>• Drainer (licensed); and</li> <li>• Work performed under limited supervision.</li> </ul>			
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B2	<ul style="list-style-type: none"> <li>• Tasks and duties are performed across traditional job boundaries as listed in B1 level and within an employees' 'area of work'; and</li> <li>• Work performed under limited supervision and may require supervision of other staff.</li> </ul>	<ul style="list-style-type: none"> <li>• Minimum 6 years experience in relevant local government area of work and/or private sector area of work; and/or</li> <li>• Completion of certificate III and commencement of certificate IV in area of work; and/or</li> <li>• Multi ticket plant operation x3 inclusive of truck operation to heavy rigid/heavy combination licence requirements; and/or</li> <li>• Work performed across traditional job boundaries and undertaking tasks, duties and responsibilities in excess of the B1 level; and/or</li> </ul>		Level 5
B3	<p>Accountability/responsibility</p> <ul style="list-style-type: none"> <li>• At this level, employees would exercise trade or equivalent skills at a level higher than that applicable in level 5. The work would generally involve the application of such skills in a more complex area or to a more advanced degree. The work would generally be performed under remote supervision</li> </ul> <p>General</p> <ul style="list-style-type: none"> <li>• Co-ordination of by-laws, monitoring and enforcement operation;</li> <li>• Operation of primary treatment plant;</li> <li>• Assist in the operation of a sewerage treatment plant;</li> <li>• Advanced bridge carpentry work.</li> </ul>	<ul style="list-style-type: none"> <li>• Minimum 7 years-experience in relevant local government area of work and/or relevant private sector area of work; and/or</li> <li>• Completion of certificate III and commencement of certificate IV in area of work; and/or</li> <li>• Multi ticket plant operation x4 inclusive of truck operation with heavy/multi combination licence requirements; and/or</li> <li>• Work performed across traditional job boundaries and undertaking tasks, duties and responsibilities in excess of the B2 level.</li> </ul>	<p>AQF Certificate IV</p> <ul style="list-style-type: none"> <li>• Breadth, depth and complexity of knowledge and competencies would cover a broad range of varied activities or application in a wider variety of contexts most of which are complex and non-routine;</li> <li>• Leadership and guidance are involved when organizing activities of self and others as well as contributing to technical solutions of a non-routine or contingency nature;</li> <li>• Performance of a broad range of skilled applications including requirements to evaluate and analyse current practices, develop new criteria and procedures for performing current practices and provision of some leadership and guidance to others in the application and planning of the skills;</li> <li>• Applications involve responsibility for, and limited organization, of others; and</li> <li>• 105% relativity bearing to relevant awards as a guide only.</li> </ul>	Level 6 BT2 C9

	<p>Plant Operation Operation of heavy mechanical plant including:</p> <ul style="list-style-type: none"> <li>• Crawler tractor with powered attachment over 18,143kgs shipping weight;</li> <li>• Driving a low loader/truck requiring a HC/MC licence;</li> <li>• Excavator over 0.5 cubic metres;</li> <li>• Front-end or overhead loader over 2.25 cubic metres;</li> <li>• Single unit grader over 35kw (maintenance);</li> <li>• Mobile crane 15 to 100 tonne;</li> <li>• Pneumatic tyred tractor with powered attachment over 110kw;</li> <li>• Scraper over 10 cubic metre capacity;</li> <li>• Driving a rigid motor vehicle (truck tractor) and heavy trailer(s) combination (trailer having loaded mass of 3.5t or more) exceeding 42.5 GCM;</li> <li>• Driving an articulated or double articulated vehicle exceeding 42.5 GCM; and</li> <li>• Driving a low loader exceeding 43t GCM.</li> </ul> <p>Trades Stream</p> <ul style="list-style-type: none"> <li>• Tradesperson with post trade certification;</li> <li>• C8 – Engineering;</li> <li>• BT 3 – Building;</li> <li>• Work performed under remote supervision</li> </ul>			
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B4	<ul style="list-style-type: none"> <li>• Tasks and duties are performed across traditional job boundaries as listed in the B3 level and within an employees' 'area of work'; and</li> <li>• Work performed under remote supervision.</li> </ul>	<ul style="list-style-type: none"> <li>• Minimum 8 years experience in relevant local government work area of work and/or private sector area of work; and/or</li> <li>• Multi ticket plant operation x5 inclusive of truck operation with heavy/multi combination licence requirements; and/or</li> <li>• Intermediate leading hand (as defined)</li> <li>• Work performed across traditional job boundaries and undertaking tasks, duties and responsibilities in excess of the B3 level</li> </ul>		Level 6
C1	<p>Accountability/Responsibility</p> <ul style="list-style-type: none"> <li>• At this level, employees would exercise precision skills in areas involving advanced and specialized processes or technology. A general feature of this level would be the detection and ratification of problems requiring detailed knowledge (beyond that applicable at the trade or equivalent level) of a specialized area. Skills appropriate at this level would generally be acquired through the completion of appropriate courses of study.</li> <li>• Employees would be expected to exercise a significant level of discretion in relation to the organization of work, the application of appropriate skills and timeframes for completion under remote supervision</li> <li>• Task and duties are performed across traditional</li> </ul>	<ul style="list-style-type: none"> <li>• Minimum 9 years experience in relevant local government area of work and/or private sector area of work; and/or</li> <li>• Completed certificate IV in area of work; and/or commencement of diploma in area of work; and/or</li> <li>• Multi ticket plant operation x6 inclusive of truck operation with heavy/multi combination licence requirements; and/or</li> <li>• Advanced leading hand (as defined); and/or</li> <li>• Work performed across traditional job boundaries and undertaking tasks, duties and responsibilities in excess if the B4 level.</li> </ul>	<p>AQF Certificate IV</p> <ul style="list-style-type: none"> <li>• Breadth, depth and complexity of knowledge and competencies would cover a broad range of varied activities or application in a wider variety of contexts most of which are complex and non-routine. Leadership and guidance are involved when organizing activities of self and others as well as contributing to technical solutions of a non-routine or contingency nature; and</li> <li>• Performance of a broad range of skilled applications including requirements to evaluate and analyse current practices, develop new criteria and procedures for performing current practices and the provision of some leadership and guidance to others in the application and -planning of skills</li> <li>• Applications involve responsibility for, and limited organization of, others; and</li> <li>• 110% relativity bearing to relevant awards as a guide only.</li> </ul>	Level 7 BT3 C8

	<p>job boundaries as listed in the B4 level and within an employees' 'area of work'</p> <ul style="list-style-type: none"> <li>• Work performed under remote supervision</li> </ul>			
C2	<p>Accountability/responsibility</p> <ul style="list-style-type: none"> <li>• At this level, employees would exercise precision skills in a more complex and substantial area of work than applies in level 7. The work would involve detailed knowledge of complex equipment and automated processes which would be acquired through courses of study and significant relevant experience. The ability to identify and resolve problems which may occur throughout the area of work would be an essential element; and</li> <li>• Employees would exercise extensive discretion in relation to the selection and organization of appropriate work processes and resources under remote supervision.</li> </ul> <p>General</p> <ul style="list-style-type: none"> <li>• Operation of a water treatment plant;</li> <li>• Specialised plant operation – final trim grader operation;</li> <li>• Specialised water management filed – operation of a class II sewerage</li> </ul>	<ul style="list-style-type: none"> <li>• Minimum 10 years experience in relevant local government area of work and/or relevant private sector area of work; and/or</li> <li>• Specialized plant operation (final trim grader; or</li> <li>• Multi ticket plant operation x7 inclusive of truck operation with heavy/multi combination licence requirements; and/or</li> <li>• Work performed across traditional job boundaries and undertaking tasks, duties and responsibilities in excess of the C1 level</li> </ul>	<p>AQF Certificate IV</p> <ul style="list-style-type: none"> <li>• Breadth, depth and complexity of knowledge and competencies would cover a broad range of varied activities or application in a wider variety of contexts most of which are complex and non-routine. Leadership and guidance are involved when organizing activities of self and others as well as contributing to technical solutions of a non-routine or contingency nature; and</li> <li>• Performance of a broad range of skilled applications including requirements to evaluate and analyse current practices, develop new criteria and procedures for performing current practices and the provision of some leadership and guidance to others in the application and -planning of skills; and</li> <li>• Applications involve responsibility for, and limited organization of, others.</li> </ul> <p>115% relativity bearing to relevant awards as a guide only</p>	<p>Level 8 C7</p>

	<p>treatment plant.</p> <p>Trade Stream</p> <ul style="list-style-type: none"> <li>• Tradesperson with post trade qualifications up to and including C7 engineering; and</li> <li>• Work performed under remote supervision.</li> </ul>			
C3	<p>General</p> <ul style="list-style-type: none"> <li>• Leading hand with multi plant operation tickets (&gt;8 tickets);</li> <li>• Operation of a water treatment plant;</li> <li>• Specialized plant operation – final trim grader operation + multi tickets (&gt;7 tickets); and</li> <li>• Specialized water management field – operation of a class II sewerage treatment plant.</li> </ul> <p>Trade Stream</p> <ul style="list-style-type: none"> <li>• Advanced leading hand/tradesperson; and</li> <li>• Work performed under remote supervision.</li> </ul>	<ul style="list-style-type: none"> <li>• Minimum 11 years experience in relevant local government area of work and/or relevant private sector area of work; and/or</li> <li>• Multi ticket plant operation x8 inclusive of truck operation with heavy/multi combination licence requirements; and/or</li> <li>• Advanced leading hand (as defined; and/or</li> <li>• Work performed across traditional job boundaries and undertaking tasks, duties and responsibilities in excess of the C2 level</li> </ul>		Level 8

C4	<p>Accountability/responsibility:</p> <ul style="list-style-type: none"> <li>At this level, employees would operate major installations involving highly complex equipment and automated processes. This would require extensive authority to determine appropriate procedures and corrective measures without reference to senior officers</li> </ul> <p>General</p> <ul style="list-style-type: none"> <li>Operation of a water treatment plant + advanced leading hand/employee in charge;</li> <li>Specialized plant operation – final trim grader operation + advanced leading hand/employee in charge;</li> <li>Specilaised water management field – operation of a class II sewerage treatment plant + advanced leading hand/employee in charge;</li> <li>Operation of a class 1 sewerage treatment plant; and</li> <li>Work performed under remote supervision.</li> </ul>	<ul style="list-style-type: none"> <li>Minimum 12 years experience in relevant local government area of work and/or relevant private sector area of work; and/or</li> <li>Multi ticket plant operation x9 inclusive of truck operation with heavy/multi combination licence requirements; and/or</li> <li>Advanced leading hand (as defined); and/or</li> <li>Work performed across traditional job boundaries and undertaking tasks, duties and responsibilities in excess of the C3 level.</li> </ul>	<p>AQF Diploma</p> <ul style="list-style-type: none"> <li>Breadth, depth and complexity covering planning and initiation of alternative approaches to skills or knowledge applications across a broad range of technical and/or management requirements, evaluation and coordination; and/or</li> <li>The self-directed application of knowledge and skills, with substantial depth in some areas where judgement is required in planning and selecting appropriate equipment, services and techniques for self and others; and/or</li> <li>Applications involve participation in development of strategic initiatives, as well as personal responsibility and autonomy in performing complex technical operations or organising pothers. It may include participation in teams including teams concerned with planning and evaluation of functions. Group or team coordination may be involved. The degree of emphasis on breadth as against depth of knowledge and skills may vary between qualifications granted at this level; and/or</li> <li>(120% relativity bearing to relevant awards as a guide only).</li> </ul>	Level 9
D1	<p>(Illustrative purposes only) Accountability/responsibility Work forepersons Where the prime responsibility is to supervise the work of outside employees, officers at this level:</p> <ul style="list-style-type: none"> <li>Exercise responsibility for work groups including the completion of work assignments, standards of work quality and/or compliance with regulations, codes and specifications;</li> <li>Assist senior officers with the</li> </ul>	<ul style="list-style-type: none"> <li>Minimum 13 years experience in relevant local government area of work and/or relevant private sector area of work; and/or</li> <li>Completion of diploma and/or commencement of advanced diploma; and/or</li> <li>Supervisory skills/responsibility; and</li> <li>Autonomous supervision.</li> </ul>	<p>AQF Diploma</p> <ul style="list-style-type: none"> <li>Breadth, depth and complexity covering planning and initiation of alternative approaches to skills or knowledge applications across a broad range of technical and/or management requirements, evaluation and coordination;</li> <li>The self-directed application of knowledge and skills, with substantial depth in some areas where judgement is required in planning and selecting appropriate equipment, services and techniques for self and others; and</li> <li>Applications involve participation in development of strategic initiatives, as well as personal responsibility and autonomy in performing complex technical</li> </ul>	



	<p>establishment of work programmes of a complex nature; and</p> <ul style="list-style-type: none"> <li>Responsible for a part of the works programme budget;</li> </ul> <p>Organisational relationships</p> <ul style="list-style-type: none"> <li>Works under general supervision;</li> <li>Supervises employees, contractors and/or other subordinate employees.</li> </ul> <p>Extent of authority</p> <ul style="list-style-type: none"> <li>Require to set outcomes within defined constraints;</li> <li>Provide technical/professional advice;</li> <li>Freedom to act governed by clear objectives and/or budget constraints; and</li> <li>Solutions to problems generally found in precedents, guidelines or instructions. Assistance usually available.</li> </ul>		<p>operations or organising others. It may include participation in teams including teams concerned with planning and evaluation of functions. Group or team coordination may be involved. The degree of emphasis on breadth as against depth of knowledge and skills may vary between qualifications granted at this level.</p> <p>(inexact 121-124% relativity bearing to relevant awards as a guide only)</p>	
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