

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

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

**Livingstone Shire Council**

AND

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

(Matter No. CB/2023/7)

**LIVINGSTONE SHIRE COUNCIL TREATMENT PLANT OPERATORS  
CERTIFIED AGREEMENT 2022**

**Certificate of Approval**

On 23 February 2023 the Commission certified the attached written agreement in accordance with s 193 of the *Industrial Relations Act 2016* (Qld):

**Name of Agreement:** **LIVINGSTONE SHIRE COUNCIL TREATMENT PLANT OPERATORS CERTIFIED AGREEMENT 2022**

**Parties to the Agreement:** • Livingstone Shire Council  
• The Australian Workers' Union of Employees, Queensland

**Operative Date:** 23 February 2023

**Nominal Expiry Date:** 30 September 2025

**Previous Agreements:** *Rockhampton Regional Council Treatment Plant Operators Certified Agreement 2012*

**Termination Date of Previous Agreement:** 25 October 2019

By the Commission

R.D.H. McLennan  
Industrial Commissioner  
23 February 2023



## **Livingstone Shire Council – Treatment Plant Operators**

### **Certified Agreement 2022**



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## **PART ONE: ADMINISTRATIVE ARRANGEMENTS**

### **1.1 Title**

- 1.1.1 This Agreement shall be known as the Livingstone Shire Council Treatment Plant Operators Certified Agreement 2022 (Agreement).
- 1.1.2 This Agreement supersedes and replaces all previous Certified Agreements and other industrial arrangements that had application to Rockhampton Regional Council and employees employed as Treatment Plant Operators.

### **1.2 Parties Bound**

- 1.2.1 The parties bound by this Agreement are:

- Livingstone Shire Council.

And, employees employed as Treatment Plant Operators who are members of the following unions or are eligible to become so and for whom a classification contained in this Agreement applies:

- AWU – The Australian Workers' Union of Employees, Queensland (ABN: 54 942 536 069)

### **1.3 Application**

- 1.3.1 The Agreement shall apply to Council, all Council employees covered by *Division 2, Section 5* of the *Queensland Local Government Industry (Stream B) Award – State 2017*, (Stream B Award) – and the Union named in clause 1.2 of this Agreement.

### **1.4 Date and Period of Operation**

- 1.4.1 This Agreement shall be effective from the date of certification by Queensland Industrial Relations Commission (QIRC) until the nominal expiry date of 30 September 2025 or until it is varied or terminated in accordance with the relevant legislation in place at the time.
- 1.4.2 The Parties to this Agreement agree to have their respective logs of claims presented to commence negotiations for a new collective agreement at least six (6) months prior to the expiry of this Agreement, with the view to concluding the negotiations prior to the nominal expiry date of this Agreement.

### **1.5 Relationship to Parent Award and the Livingstone Shire Council – Operational Certified Agreement 2021**

- 1.5.1 This Agreement shall be read and applied in conjunction with the terms of the:

- Livingstone Shire Council Operational Certified Agreement 2021; and
- *Queensland Local Government Industry (Stream B) Award – State 2017*.

### **1.6 Objectives of this Agreement**

- 1.6.1 To provide a framework to define the employment terms and conditions and associated remuneration for a flexible team of competently qualified water and sewerage treatment plant operators that meet the current and future business needs of the employer's water and sewerage operations.
- 1.6.2 To provide a consultative environment for the employer, Council's leadership team, water and sewerage treatment plant operators and their Unions to develop and engage in continuous improvement, efficient work practices and improved service delivery.

## **1.7 Definitions**

- 1.7.1 Continuous Shift Work - shall mean a series of shifts where an Employee is employed on a rotational basis on a 24 hour continuous shift operation over a period of 7 days per week.
- 1.7.2 Day, for the purpose of On-Call Allowance - shall mean that period from an Employee's finishing time on one ordinary working day to the starting time of the next ordinary working day.
- 1.7.3 Employer – shall have the same meaning as that cited in the *Local Government Act 2009*, i.e. Chief Executive Officer.
- 1.7.4 QIRC – shall mean the Queensland Industrial Relations Commission.
- 1.7.5 The Act – shall mean, except where otherwise stated, the *Industrial Relations Act 2016*.

## **1.8 Posting of the Agreement**

- 1.8.1 A true copy of the Agreement shall be displayed in the workplace with convenient access to employees.

## **PART TWO: CONSULTATION AND INTRODUCTION OF CHANGE**

### **2.1 Consultation**

Where a proposal is endorsed to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Council shall notify the employees who may be affected by the proposed changes and, where relevant, their union. This will occur prior to the Council making a decision.

- 2.1.1 'Significant effects' includes termination of employment; major changes in the composition, operation or size of the Council'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.
- 2.1.2 Where the Agreement makes provision for alteration of any of the matters referred to in clauses 2.1 an alteration shall be deemed not to have significant effect.

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

- 2.2.1 The Council shall consult the employees affected and, where relevant, their Union 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 Council intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- 2.2.2 The consultation must occur as soon as practicable after a proposal is endorsed as referred to in clause 2.1.
- 2.2.3 For the purpose of such consultation the Council shall provide in writing to the employees concerned and, where relevant, their Union, 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.
- 2.2.4 Notwithstanding the provision of clause 2.2.1 the Council shall not be required to disclose confidential information, the disclosure of which would be adverse to the Council's interests.
- 2.2.5 Council will give consideration to any relevant matters raised by the employees and/or the relevant Union in relation to the change.

## **PART THREE: DISPUTE RESOLUTION PROCESS**

### **3.1 *Dispute Resolution Procedure***

- 3.1.1 The matters to be dealt with in this procedure shall include all disputes between an Employee and Council in respect to any industrial matter and all other matters that the Parties agree on, and are specified within this Agreement. The principle objective of this procedure is to resolve workplace disputes without causing substantial damage to either party by way of industrial action or loss of income.
- 3.1.2 To this end, the Parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work, while the procedures of negotiation and conciliation are being followed. Such procedures shall apply to a single Employee or to any number of Employees. Employees shall be entitled to be represented by a person or an organisation of their choice throughout the following process.
- 3.1.3 In the event of an Employee having a dispute, the Employee shall in the first instance attempt to resolve the matter with the immediate supervisor who shall respond to such request as soon as reasonably practicable in the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the Employee/s may bypass this level in the procedure (Step 1).
- 3.1.4 If the dispute is not resolved under clause 3.1.3, the Employee or the Employee's representative may refer the matter to the next higher level of management for discussion. (Step 2).
- 3.1.5 If the dispute is still unresolved after discussions mentioned in clause 3.1.4 the matter shall be reported to senior management/Chief Executive Officer (Step 3).
- 3.1.6 The procedure stipulated under Clause 3.1 shall be followed in accordance with the following timeframes unless the parties agree otherwise:
- Step 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.
- Step 2 – Discussion should, where practicable, take place within 24 hours after the request by the Employee or the Employee's representative. Not to exceed 7 days.
- Step 3 – Not to exceed 14 days.
- 3.1.7 Emphasis shall be placed on a negotiated settlement. If the negotiation process is exhausted without the dispute being resolved, the Parties may jointly or individually refer the matter to the QIRC for conciliation or arbitration.
- 3.1.8 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety risk. Where a genuine safety risk is identified, the Employee shall not refuse a direction to work at another location.
- 3.1.9 The *status quo* existing before the emergence of the dispute is to continue whilst the above procedure is being followed.
- 3.1.10 A determination made by the QIRC (subject to the parties' right of appeal under the Act) shall be final and binding on all parties to the dispute.
- 3.1.11 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it

may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

- 3.1.12 There shall be a commitment by the parties to adhere strictly to this procedure. The parties shall give the earliest possible advice by one party to the other of any issue or problem, which may give rise to a dispute. Throughout all steps of the procedure, all relevant facts shall be clearly identified and recorded.

## **PART FOUR: EMPLOYEE BENEFITS**

### **4.1 *Wage/Salary Increase***

- 4.1.1 Base rates for employees who have their terms and conditions of employment regulated by this Agreement are detailed in Appendix 2 of the Livingstone Shire Council Operational Certified Agreement 2021.
- 4.1.2 Council agrees to pay employees covered by this Agreement, wage increases in accordance with the Livingstone Shire Council – Operational Certified Agreement 2021.
- 4.1.3 The employer in determining the annualised remuneration has given consideration to the ordinary and overtime hours worked, the application of relevant allowances and the qualifications relevant to treatment plant operations (as outlined in 4.2.1(b)). Specific details of remuneration calculation tables are provided in Appendix 1.
- 4.1.4 Any decision of the QIRC that has the effect of adjusting the ordinary hourly rates of classifications of any Award mentioned in clause 1.5.1 or any other Award covering employees covered by this Agreement shall not apply.

### **4.2 *Annualised Remuneration Criteria***

- 4.2.1 The annualised remuneration rate is based on the following criteria:
- (a) The normal length of an ordinary shift worked is eight (8) hours and 46 minutes for all Treatment Plant Operators.
  - (b) The Treatment Plant Operator must hold a qualification (Certificate III level qualification from the National Water Training Package with specialisations in both Water and Wastewater treatment) to operate a class I sewerage treatment plant and water treatment plant.
- 4.2.2 Relevant annual increases over the life of this Agreement is in accordance with the Livingstone Shire Council Operational Certified Agreement 2021.

### **4.3 *Superannuation***

- 4.3.1 From the commencement of this Agreement, the employer's superannuation contribution shall be based on the annualised wage referred to in clause 4.1.3 and may be deducted as a salary sacrifice in accordance with clause 4.3 of the Livingstone Shire Council Operational Certified Agreement 2021.

## **PART FIVE - HOURS OF WORK**

### **5.1 *Hours of Work***

- 5.1.1 The normal hours of work will be 228 hours over a six (6) week cycle, averaging eight (8) hours and forty-six (46) minutes per ordinary shift. Meal and crib breaks and associated allowances are to be paid in accordance with the relevant industrial instruments (Stream B Award and Livingstone Shire Council Operational Certified Agreement 2021).

## **5.2 Hours of Work for Treatment Plant Operators**

5.2.1 Treatment Plant Operators will be required to work between the spread of hours of 5.00am to 7.00pm Monday to Friday, or if required to be altered as per clause 5.1 of the Livingstone Shire Council Operational Certified Agreement 2021.

5.2.2 Treatment Plant Operators will be entitled to a lunch break of 30 minutes and a morning tea break of 20 minutes.

Treatment Plant Operators will be entitled to a fortnightly rostered day off (RDO) scheduled on a Monday or Friday and one non-work day scheduled on a Friday over a six (6) week cycle.

5.2.3 Under normal conditions one (1) Treatment Plant Operator is on-call one (1) week in every six (6) weeks in accordance with the on-call roster.

5.2.4 On statutory (public) holidays under normal conditions two (2) Treatment Plant Operators are required to work six (6) hours each which shall be paid time and a half at the annualised base rate in this Agreement and equivalent days added to their annual leave balance exclusive of leave loading.

## **5.3 Overtime, on-call and callouts**

5.3.1 Calculations of overtime, on-call and callouts will be based upon the annualised hourly rate in accordance with the Stream B Award and Livingstone Shire Council Operational Certified Agreement 2021 provisions.

5.3.2 Callouts will be paid at the annualised hourly rate as per the LGIA Steam B Award provisions for overtime (i.e. first three (3) hours at 1.5 times the hourly rate and two (2) times the hourly rate for the time worked thereafter). A minimum of four (4) hours will be paid for the first callout in any 24 hour period and any subsequent call-out on that day will be paid at a minimum of two (2) hours, however for Treatment Plant Operators who work eight (8) hours and 46 minutes and are undertaking a call out on Saturdays and / or Sundays they shall receive the minimum of four (4) hours for a callout at 1.5 times the annualised hourly rate and any subsequent call-out on Saturday and Sunday will be paid at a minimum of two (2) hours at 1.5 times the annualised hourly rate.

5.3.3 Treatment Plant Operators are required to be on-call on a rotational basis in accordance with the section roster. Payment of an on-call allowance has been included in the annualised hourly rate. Payment of on-call allowance will be made as per the Livingstone Shire Council Operational Certified Agreement 2021.

5.3.4 All Treatment Plant Operators required to work a normal shift on a rostered day off or other scheduled non-work day and are provided with less than 48 hours notice shall receive an additional four (4) hours pay at the annualised hourly rate.

5.3.5 In the event of a situation which has resulted in a long term vacancy either through resignation, long service leave, annual leave or sick leave which requires TPO's to perform additional on call periods exceeding 10 over a 12 month period additional remuneration for full periods of being on call shall be paid.

## **5.4 Remote Response Allowance**

5.4.1 An employee who is required to respond remotely by logging on to an electronic device e.g. computer or tablet to undertake work of an emergent nature and is not required to leave their residence and personally attend on site, will be entitled to be paid a minimum of two (2) hour's pay at the applicable annualised hourly rate.

5.4.2 If an employee is required to respond remotely by logging into an electronic device on more than one occasion within the two (2) hour period, they shall not receive any further



remuneration other than the original two (2) hours. Where the call out(s) lasts beyond the two (2) hours, the actual time rounded up to the nearest half hour will be paid at the applicable annualised hourly rate. Any subsequent call-out on that day will be paid at a minimum of two (2) hours.

## **PART SIX: MISCELLANEOUS**

### **6.1 All Other Terms and Conditions**

6.1.1 All other terms and conditions not specifically identified in this Agreement will be covered by the Livingstone Shire Council Operational Certified Agreement 2021 in the first instance or by the Stream B Award where not specifically referred to in the Livingstone Shire Council Operational Certified Agreement 2021.

### **6.2 No Extra Claims**

6.2.1 The Parties agree that in the life of this Agreement no extra claims shall be sought.

### **6.3 EEO Clause**

6.3.1 The parties recognise the importance of maintaining diversity in the workplace, equal remuneration for work of equal value and ensuring that existing practises, 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;
- Ensuring approval of development opportunities is managed in a fair and equitable manner, irrespective of gender or any other identified attribute under the *Anti-Discrimination Act 1991*.

The Council is committed to equal remuneration for work of equal or comparable value.

## APPENDIX 1 – ANNUALISED SALARY CALCULATIONS

### A2.1. *Calculations for Treatment Plant Operators working eight (8) hours and 46 minutes.*

A2.1.1. The below calculations highlight the composition of the annualised hourly rate for Treatment Plant Operators who work eight (8) hours and 46 minutes each day. The calculations below are for level 9 qualified Treatment Plant Operators to operate a Class I sewerage treatment plant as indicated in clause 4.2.1.

Base rate of pay	\$ 70,585 (based on EBA level 9 hourly rate \$35.60707)
Saturday hours – 6 hours	\$ 6,468
Sunday hours – 6 hours	\$ 7,392
1 additional day worked on Saturday	\$ 374
1 additional day worked on Sunday	\$ 427
Leave loading	\$ 947
On-call allowance (Mon-Fri) every 6 weeks	\$ 1,290
On-call allowance Saturday @ 4 hours	\$ 1,225
On-call allowance Sunday @ 8 hours	\$ 2,450
Toilet cleaning allowance	\$ 429
Live Sewer allowance	\$ 7,362
<b>Total Annualised Rate</b>	<b>\$ 98,949 or hourly rate \$50.08</b>
Superannuation 12%	\$ 11,874
<b>Total Remuneration Package</b>	<b>\$110,823</b>

A2.1.2. Meal and crib breaks and associated allowances are not included in the above calculations, but they shall be paid in accordance with the Stream B Award provisions via claims made on weekly timesheets.

SIGNATORIES

Signed for and on behalf of the  
**LIVINGSTONE SHIRE COUNCIL**

CALE DENDLE

Cale Dendle

.....  
CHIEF EXECUTIVE  
OFFICER

In the presence of (Printed Name)

Amanda Ivers

.....  
AMANDA IVERS  
.....

Signed for and on behalf of the  
**AWU – THE AUSTRALIAN WORKERS  
UNION OF EMPLOYEES, QUEENSLAND**

STACEY SCHINNERL

STACEY SCHINNERL

.....  
QUEENSLAND  
SECRETARY 8/2/23

In the presence of (printed name)

BREANNA BEATTIE

.....  
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