

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Charters Towers Regional Council

AND

The Australian Workers' Union of Employees, Queensland

Queensland Services, Industrial Union of Employees

Plumbers & Gasfitters Employees' Union Queensland, Union of Employees

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

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

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

(Matter No. CB/2024/14)

**CHARTERS TOWERS REGIONAL COUNCIL UNION COLLECTIVE
CERTIFIED AGREEMENT 2023**

Certificate of Approval

On Thursday, 7 March 2024, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

Name of Agreement: **CHARTERS TOWERS REGIONAL COUNCIL UNION COLLECTIVE CERTIFIED AGREEMENT 2023**

Parties to the Agreement:

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

Operative Date: 7 March 2024

Nominal Expiry Date: 30 June 2026

Previous Agreement: **CHARTERS TOWERS REGIONAL COUNCIL UNION
COLLECTIVE CERTIFIED AGREEMENT 2021**

**Termination Date
of Previous Agreement:** 7 March 2024

By the Commission.

D.G PRATT
Industrial Commissioner



CHARTERS TOWERS
REGIONAL COUNCIL

**Charters Towers Regional Council
Union Collective Certified Agreement 2023**



Table of Contents

Clause No.	Subject Matter	Page No.
PART 1 – PRELIMINARY		3
1.1	Title	3
1.2	Aim of the Agreement	3
1.3	Agreement Coverage	3
1.4	Date of Operation	3
1.5	Review of Agreement	3
1.6	Display/Distribution of Agreement	3
1.7	Relationship to Parent Awards	4
1.8	Joint Consultative Committee	4
1.9	Union Encouragement	4
PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT		6
2.1	Consultation Regarding Major Workplace Change	6
2.2	Prevention and Settlement of Disputes	6
2.3	Redeployment / Retraining / Redundancy	8
2.4	Job Security	10
2.5	Contracting / Outsourcing of “In-House” Services or Functions	11
PART 3 – WAGES AND ALLOWANCES		12
3.1	Salary Sacrifice	12
3.2	Higher Duties	12
3.3	Pay Rates	12
3.4	Industrial Agreement – Water/Sewerage Employees	12
3.5	Allowances	13
PART 4 – HOURS OF WORK		15
4.1	Hours of Duty – Span and Arrangement of Hours	15
4.2	Overtime – Time Off In Lieu	16
PART 5 – LEAVE		17
5.1	Personal Leave	17
5.2	Annual Leave	17
5.3	Bereavement and Compassionate Leave	18
5.4	Long Service Leave	18
5.5	Parental Leave	19
5.6	Service Leave	19
5.7	Trade Union Training Leave	20
5.8	Emergency Service Leave	20
5.9	Natural Disaster Leave	21
5.10	Domestic and Family Violence Leave	21
5.11	Ceremonial/Cultural Leave	21
PART 6 – MISCELLANEOUS PROVISIONS		22
6.1	No Extra Claims	22
6.2	Medical Examinations	22
6.3	Training and Development	23
6.4	Final Trim Grader Operators	23
6.5	Work Health and Safety	23
6.6	Employee Assistance Program	23
6.7	Equal Employment Opportunity	24
6.8	Bullying and Harassment	24
6.9	Anti-Discrimination	24
6.10	Reclassification	24
6.11	Christmas Shut Down	24
SCHEDULE 1		25
SCHEDULE 2		35

PART 1 – PRELIMINARY

1.1 Title

This Agreement shall be known as Charters Towers Regional Council Union Collective Certified Agreement 2023.

1.2 Aim of the Agreement

The aim of this Agreement is:

- a) To improve productivity and efficiency within the Council;
- b) To facilitate greater flexibility of working arrangements within the framework of this Agreement;
- c) To ensure continued reform, using a consultative approach;
- d) To provide certainty, stability and equity in relation to overall pay increases and conditions for the period of operation of the Agreement;
- e) To provide the time, resources, processes and people for the above to occur.

1.3 Agreement Coverage

This Agreement shall be binding upon Charters Towers Regional Council ABN 67 731 313 583 and the following Unions:

- a) The Australian Workers' Union of Employees, Queensland;
- b) Queensland Services, Industrial Union of Employees;
- c) Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
- d) Transport Workers' Union of Australia, Union of Employees, (Queensland Branch);
- e) Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland; and
- f) Plumbers & Gasfitters Employees' Union Queensland, Union of Employees.

This Agreement shall apply to Charters Towers Regional Council ABN 67 731 313 583, all employees covered by the Queensland Local Government Industry (Stream A) Award – State 2017, the Queensland Local Government Industry (Stream B) Award – State 2017, the Queensland Local Government Industry (Stream C) Award – State 2017 and the Order - Apprentices' and Trainees' Wages and Conditions (excluding certain Queensland Government Entities) 2003 and the Unions mentioned above.

This Agreement shall not apply to the employment terms and conditions of those Senior Officers as provided for in Division 2 – Section 1, clause 4.2 of the Queensland Local Government Industry (Stream A) Award – State 2017. All Senior Officers will be covered by contracts of employment and this Agreement shall not apply to the terms and conditions of any such employee.

1.4 Date of Operation

This Agreement shall operate from the date of certification with an expiry date of 30 June 2026.

1.5 Review of Agreement

The parties undertake to commence discussions on a replacement Certified Agreement within six months of the expiry date.

1.6 Display/Distribution of Agreement

A copy of this Agreement shall be exhibited and displayed in a conspicuous and convenient place at the Administration Centre, and each Depot and will be made available to each employee covered by this Agreement on request. The Agreement will also be available electronically on the Council's Intranet.

1.7 Relationship to Parent Awards

This Agreement shall be read and interpreted wholly in conjunction with the Queensland Local Government Industry (Stream A) Award – State 2017, Queensland Local Government Industry (Stream B) Award – State 2017, Queensland Local Government Industry (Stream C) Award – State 2017 and the Order - Apprentices' and Trainees' Wages and Conditions (excluding certain Queensland Government Entities) 2003 in force at date of certification, provided that where there is any inconsistency between this Agreement and the above Awards this Agreement shall take precedence to the extent of the inconsistency.

1.8 Joint Consultative Committee

The Joint Consultative Committee (JCC) has been established for the purpose of negotiating an enterprise agreement in accordance with the Industrial Relations Act 2016.

The JCC will have representatives from management and involved Unions. The role of this group is an advisory group to the CEO on all matters related to establishing a consistent industrial framework for the Council. The role of the group is to:

- a) Develop, negotiate and agree upon the new industrial instruments;
- b) Develop recommendations on how existing industrial instruments will apply to new employees pending new industrial instruments being finalised;
- c) Develop the framework for employment matters during transition; and
- d) Review and oversee the implementation of the employment code and regulations for the transition period.

Prior to the implementation of changes which may have a significant effect on an employee or employees, the Council will advise the JCC of the changes and the likely effect on employees, including measures to avert or mitigate any adverse effects of such changes on employees. Employees and their Unions will be fully consulted about such proposed changes at the earliest opportunity. Affected employees and their Union will also have an opportunity to comment on any reports relevant to employee matters.

1.9 Union Encouragement

Preamble

Parties to this agreement recognise the right of, and encourage, individuals to join a Union. However, it is also recognised that Union membership remains at the discretion of each individual.

1.9.1 New Employees

During the Induction Process, new employees will be provided with a document that identifies the existence of the Union encouragement clause within this Agreement as well as the contact details for Unions party to the certified agreement.

1.9.2 Workplace Delegates

Council recognises the role that the relevant Union/s workplace delegates play in promoting understanding of industrial instruments, knowledge of industrial instruments (including awards and agreements) and dispute resolution. On being notified in writing by the relevant Unions that an employee has been appointed as a workplace delegate, the Council will recognise the employee as a relevant Union workplace delegate and allow them the following:

- a) Reasonable time in working hours, without loss of pay, to perform the task required to effectively represent the Union members in the workplace;
- b) Reasonable private access to Union members to discuss Union business and to non-Union members for recruitment purposes;
- c) Reasonable access to representatives of Council for the purpose of resolving issues of concern to Union members;
- d) Reasonable access to resources to undertake Union activities.

1.9.3 Right of Entry

An authorised officer of a relevant Union/s will have rights of access and entry to the premises of the Council for the following purposes upon giving relevant legislative notice:

- a) Meetings with workplace delegates;
- b) Meetings with members of staff;
- c) Meetings with relevant management team members on matters associated with agreement or current industrial workplace issues;
- d) To conduct Union business matters or matters incidental to Union matters.

1.9.4 Meetings

Employees will be entitled to reasonable time off with pay within working hours to attend approved meetings designed to improve employment relations within the Council, including Union meetings.

1.9.5 Meeting Notices and Newsletters

The Council will provide an accessible space within each work location for the posting of any relevant award, this Agreement or notices pertaining to employment relations within the workplace produced by the relevant Unions. The relevant Union workplace delegate will be provided with access to this space.

1.9.6 Deduction of Union Fees

The parties agree to offer a system for payroll deduction of Union fees for the duration of the Agreement.

An employee may request, in writing, to have his or her annual Union membership fees deducted from their salary.

If a request is made in accordance with clause 1.9.6, Council shall make the requested deductions and pay them directly to the Union nominated by the employee.

PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Consultation Regarding Major Workplace Change

2.1.1 Employer to Discuss Change

Prior to Council making any definite decision to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the Council will consult the employees who may be affected by the proposed changes and, where relevant, their Union/s.

The Council will provide in writing to the employees concerned and, where relevant, their Union/s, all relevant information about the proposed changes including the nature of the changes proposed, the expected effects of the changes on employees including the number and categories of employees likely to be displaced and the time when, or the period over which, any changes or redundancies will occur.

The Council shall give prompt consideration to the matters raised by the employees and/or their Union representatives in relation to the changes to avoid or minimise the effects of the changes and any other matters likely to affect employees.

2.1.2 Significant Effects

For the purposes of clause 2.1.1 "significant effects" includes termination of permanent employment, major changes in the composition, operation or size of the Council's permanent 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. Where the parent Award or this Agreement makes provision for alteration of any of the matters referred to herein an alteration will be deemed not to have significant effect.

The Council shall not be required to disclose confidential information, the disclosure of which would be adverse to the Council's interests.

2.2 Prevention and Settlement of Disputes

2.2.1 Prevention and Settlement of Employee Grievances and Disputes – Award / Agreement Matters

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

Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.

In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures shall apply:

- a) The matter is to be discussed by the employee's Union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
- b) If the matter is not resolved as per clause 2.2.1 (a), it shall be referred by the Union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;
- c) If the matter remains unresolved it may be referred to the employer for discussion and appropriate action. This process should not exceed 14 days;
- d) If the matter is not resolved, then it may be referred by either party to the Queensland Industrial Relations Commission.

Nothing contained in this procedure shall prevent Unions or the employer from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

2.2.2 Prevention and Settlement of Employee Grievances and Disputes – Other Than Award / Agreement Matters

The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.

The following procedure applies to all industrial matters within the meaning of the Act:

- Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance, and they shall attempt to resolve the grievance. It is recognised that an employee may exercise the right to consult such employee's Union representative during the course of Stage 1.
- Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's representative during the course of Stage 2.
- Stage 3: If the grievance is still unresolved, the manager will advise the employer and the aggrieved employee may submit the matter in writing to the employer if such employee wishes to pursue the matter further. If desired by either party the matter may also be notified to the relevant Union.

The employer shall ensure that:

- a) The aggrieved employee or such employee's Union representative has the opportunity to present all aspects of the grievance; and
- b) The grievance shall be investigated in a thorough, fair and impartial manner.

The employer may appoint another person to investigate the grievance or dispute. The employer may consult with the employee representative in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.

If the matter is notified to the Union, the investigator shall also consult with the Union during the course of the investigation. The employer shall advise the employee initiating the grievance, the employee's Union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.

The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:

- Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.
- Stage 2: Not to exceed 7 days.
- Stage 3: Not to exceed 14 days.

If the grievance or dispute is not settled the matter may be referred to the Queensland Industrial Relations Commission by the employee or the Union.

Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.

Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

2.3 Redeployment / Retraining / Redundancy

Council shall endeavour to find suitable alternative employment within Council for all employees, whose position has been determined redundant. For this purpose, employees shall be individually interviewed to determine what options may exist for their retraining by Council.

Such emergent redundancies shall be notified to the relevant industrial organisations with at least thirteen (13) weeks' notice and shall be negotiated with such organisations in good faith.

2.3.1 Definitions

- a) Redeployment: is a process of transferring employees to suitable alternative positions within Council, where their existing position has been declared redundant.
- b) Retraining: includes an analysis of an employee's current skills, knowledge and abilities for the purpose of developing an individual training plan to facilitate the employee's redeployment.
- c) Redundancy: a position becomes redundant when the Council's need for work of a particular kind at a location has diminished or ceased.
- d) Voluntary Retrenchment: means termination of the employment of staff who are in redundant positions who have accepted voluntary retrenchment offered at the initiative of Council.
- e) Involuntary Retrenchment: means the termination (at the initiative of Council) of employment of staff who are in redundant positions, and who are unable to be redeployed.
- f) Completed years of service: for the purpose of this clause shall mean continuous service with Local Government.
- g) Notice of redundant position: means the formal advice to the employee that their position is to become redundant.
- h) Notice of involuntary retrenchment: means the notice to an employee that their services are terminated as a result of their position being made redundant and redeployment not being achieved. In such circumstances, employees shall receive notice at least thirteen (13) weeks before the event.
- i) Ordinary Rate of Pay for redundancy payments: shall mean the current rate including enterprise bargaining increases plus District and / or Locality Allowance, and any allowances currently paid to the employee which under the relevant Award are to be treated as ordinary pay, or bonuses under a contractual agreement forming part of the base salary (excluding shift loadings, weekend penalty payments, and overtime).
- j) Actual Rate of Pay: is the ordinary rate of pay as at the date of redeployment.

2.3.2 Objectives

The chief objectives of the Agreement are:

- a) To maintain, where possible, employees whose positions have become redundant in continued employment within the Council;
- b) To retrain such employees where necessary;
- c) To pay monetary compensation to such employees who are unable to be redeployed and whose employment is to be terminated;
- d) To assist employees to find employment outside the service of the Council insofar as practicable (e.g. finding like employment within other Local Authority, help in résumé update etc.)

2.3.3 Consultation with Relevant Employees

Where it appears that a position or positions are likely to become redundant, the Council shall at the earliest practicable time provide all relevant details to the employees concerned and, at the request of the employees, details will be provided to the nominated representative and arrange discussions with the employees and, at the employee's request, the nominated representative.

Relevant details to be provided to the nominated representative shall include:

- a) The reasons for the position or positions being redundant;
- b) The number, classification, location and details of the redundant positions;
- c) Presentation of an organisational plan of the work unit concerned.

Provided that the Council shall not be forced to disclose any confidential information to the nominated representative. However, this shall be interpreted that the industrial organisation will always be provided with the above information.

Discussions with the employees and at the employee's request the nominated representative shall include:

- a) The method of identifying positions as redundant, having regard to the efficient and economical working of that enterprise;
- b) Advice and the timing of that advice to employees.

2.3.4 Exceptions

Clause 2.3 shall not apply in any of the following circumstances:

- a) Where an employee terminates employment before the expiration of the period of notice without prior approval of the Council; or
- b) Where an employee suffers a permanent injury or illness which renders that employee otherwise incapable of continuing in employment; or
- c) Where an employee's services are terminated by reason of neglect of duty or misconduct; or
- d) Where an employee has been engaged in a casual capacity or on a short-term basis, such as project employment.

2.3.5 Redeployment

The Council shall endeavour to find suitable alternative employment within the organisation. All employees shall be individually interviewed to determine what options may exist for their retraining for Council.

Continuity of service will be maintained following redeployment including long service leave balances.

Where suitable alternative employment is found for an employee at a classification with a lower rate of pay, that employee shall continue to receive, as a minimum for all work performed, the actual rate of pay for the classification held at the time of transfer.

Employees who are transferred to other positions will be eligible for redundancy benefits should it be found within three months by either themselves or the Council that the alternative position is unsatisfactory.

2.3.6 Redundancy / Retrenchment

Upon a determination by Council that an employee's position has become redundant, and redeployment cannot be achieved, such employee shall receive notice of involuntary retrenchment.

Any employees whose positions are to be made redundant and their Unions shall receive a minimum of twenty-eight (28) calendar days formal notification of impending redundancy.

The Council will invite applications from employees for voluntary retrenchment. Persons whose applications for voluntary retrenchment are accepted by the Council shall be entitled to receive all eligible redundancy benefits at the point of termination.

On termination, eligible employees shall receive an ex-gratia redundancy payment at a rate appropriate to the completed years of service. This redundancy payment is to consist of three (3) weeks payment per year of service as well as a proportionate amount for an incomplete year of service to be capped at sixty (60) weeks for involuntary retrenchment and thirty-eight (38) weeks for voluntary retrenchment. The employee must receive as a minimum an amount equal to the employee's salary for four (4) weeks.

Eligible employees are those for whom:

- a) Suitable alternative employment cannot be found; or
- b) Whose application for voluntary retrenchment has been accepted.

Compensation by way of a redundancy benefit is compensation for loss of job security and it is not a resignation benefit.

Providing each case has the prior approval of the employee's supervisor, leave without loss of pay, accruing at the rate of one (1) day per week, shall be granted for the purpose of attending personal employment interviews. This subclause only applies to employees whose positions have been declared redundant.

Each employee whose position has been declared redundant will be given a statement showing the calculation of an estimate of the redundancy payment at least twenty-eight (28) calendar days before possible termination date.

Council will meet financial planning costs of up to \$500 for any employee subject to retrenchment on presentation of a satisfactory receipt or statutory declaration.

An employee may seek approval from Council to terminate employment before the expiration of the notice period without loss of entitlement, this approval will not be unreasonably withheld.

2.4 Job Security

The parties agree that the implementation of performance and efficiency initiatives should enhance the operations of the Council. It is agreed that improvements in performance and efficiency sought under this Agreement will not be achieved through job reduction.

The parties are committed to continually improve the job security of employees by;

- a) Training and educating employees and providing retraining where appropriate;
- b) Career development;
- c) Using natural attrition and reallocation after consultation in preference to retrenchment or redundancy;
- d) Timely advice to employees and all involved, about any significant reallocation of labour;
- e) The Council continuing to manage its workforce in order to minimise the need for involuntary labour reductions in the future;
- f) The Council wherever feasible minimising the amount of work performed by contractors and sub-contractors, subject to competitive performance delivery by Council staff.

2.5 Contracting / Outsourcing of “In-House” Services or Functions

It is the clear position of Council to utilise and promote the use of its in-house permanent Council employees for the undertaking of Council’s works, services and operations. During the life of this Agreement, Council will minimise the contracting out or leasing of any works and services currently provided by Council and may only seek to contract/outsourced works and services that are currently provided “in-house” in the following circumstances:

- a) In the event of a critical shortage of skilled staff;
- b) The lack of available infrastructure capital and the cost of providing technology;
- c) Extraordinary or unforeseen circumstances.

Notwithstanding this position, this Agreement recognises that Charters Towers Regional Council engages in activities including, but not limited to, term contractual works, carried out under Disaster Recovery Funding Arrangements (DRFA), Road Performance Contracts (RPC), Road Maintenance Performance Contracts (RMPC), etc.

Council recognises the importance of consulting with employees and their Unions and will comply with its consultation obligations as required under clause 2.1 of this Agreement, the relevant Awards and the Industrial Relations Act 2016.

PART 3 – WAGES AND ALLOWANCES

3.1 Salary Sacrifice

The Council provides employees with salary sacrifice opportunities to maximise their remuneration benefits through a provider of the employer’s choice. The provision of such opportunities shall be subject to any legal limitations imposed.

The Council reserves the right to withdraw this provision if changes in the relevant laws mean that the Council would incur additional administrative costs or the scheme itself becomes unlawful. Any Fringe Benefit Tax attracted by the salary sacrifice arrangement shall be paid by the employee and shall not result in an increase to the total remuneration package.

Other than facilitating the salary sacrifice arrangements, the Council shall not be responsible for any other aspects of salary sacrifice which would include, but is not limited to, any loss, fines or fees or other costs sustained by the employee. Accordingly, while not a necessity, the Council recommends employees take financial advice from a qualified financial planner prior to entering into any salary sacrifice arrangements.

3.2 Higher Duties

This clause will apply where an employee covered by the provisions of the Queensland Local Government Industry (Stream B) Award – State 2017 or Queensland Local Government Industry (Stream C) Award – State 2017, is required to perform the duties of a position covered by the provisions of the Queensland Local Government Industry (Stream A) Award 2017.

An employee required to perform higher duties either wholly or mainly (mainly being 50% or more of a day) will be paid the appropriate rate applicable to the higher position.

Where the employee being relieved holds a position for which annual increments apply, the employee engaged in relieving shall be paid the appropriate salary applicable to the first year of service and whilst continuing to perform such duties shall receive the prescribed annual increments.

In the case of an employee who was performing higher duties as prescribed in clause 3.2 immediately prior to the taking of annual leave, the employee's aggregate time spent performing higher duties in the 12 months immediately before taking the annual leave shall be taken into account, as set out as follows:

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

3.3 Pay Rates

The base pay rates for Charters Towers Regional Council staff for the duration of this Agreement are detailed in Schedule 1. These rates will be the rate applicable for superannuation and leave purposes. An increase of 6.0% will be applied to all base rates from the first pay period commencing on or after 1 July 2023. An increase of 4.0% will be applied to all base rates from the first pay period commencing on or after 1 July 2024 and 1 July 2025 respectively.

3.4 Industrial Agreement – Water/Sewerage Employees

The Industrial Agreement – Water/Sewerage Employees is attached as Schedule 2.

3.5 Allowances

3.5.1 Camp Allowance

The payment for Camp Allowance will be \$42.75 per night for all employees required to camp in Council provided camp facilities. This is in substitution of Clause 32 of Division 2, Section 1 of the Queensland Local Government Industry (Stream A) Award – State 2017, Clause 35 of Division 2, Section 5 of the Queensland Local Government Industry (Stream B) Award – State 2017, Clause 33 of Division 2, Section 1 and Clause 34 of Division 2 Section 2 of the Queensland Local Government Industry (Stream C) Award – State 2017.

This allowance is to be indexed at the rate of the pay increases provided for at clause 3.3.

3.5.2 On-Call Allowance

An on-call allowance of \$45.00 per day shall be paid to each employee appointed to be on-call.

No employee shall remain on call for more than one (1) consecutive calendar week.

It is required that employees “On-Call” will remain contactable, and in mobile telephone range, and will carry and respond to the nominated after-hours telephone and be available and fit for immediate duty whilst on-call.

This allowance is in substitution of Availability Allowance Clause 18.5 of Division 2, Section 1 of the Queensland Local Government Industry (Stream A) Award – State 2017, and On call allowance Clause 18.5 of Division 2, Section 5 of the Queensland Local Government Industry (Stream B) Award – State 2017.

This allowance is to be indexed at the rate of the pay increases provided for at clause 3.3 for year 2 and year 3.

If the employee is called upon to perform emergency work remotely or from home, all work performed on that day shall be paid at the prescribed overtime rates from the time the employee commences the emergency work until such time as the employee finishes the work. If an employee is required to perform work on one or more occasions in any one day the payment received for that day shall not be less than one hour's salary at prescribed overtime rates.

3.5.3 Leading Hand

Leading hand allowance for appointed leading hand positions shall be paid at \$1.83 per hour.

This allowance can be paid as a manual allowance for employees appointed to assume the role in the absence of the appointed leading hand.

This allowance is in substitution of Clause 13.11 of Division 2, Section 5 of the Queensland Local Government Industry (Stream B) Award – State 2017, Clause 13.17 of Division 2, Section 1 and Clause 13.12 of Division 2, Section 2 of the Queensland Local Government Industry (Stream C) Award – State 2017.

This allowance is to be indexed at the rate of the pay increases provided for at clause 3.3.

3.5.4 Scratchings Allowance

Saleyards staff required to undertake tick “scratching” to detect the presence of ticks on cattle by hand shall be paid an allowance of \$1.83 per hour while undertaking this task.

This allowance is to be indexed at the rate of the pay increases provided for at clause 3.3.

3.5.5 First Aid, Fire Warden, Health and Safety Representative, Contact Officer, Local Disaster Coordination Centre Allowance

Where an employee is appointed and required to perform the duties of either a First Aider, Fire Warden, Health and Safety Representative or Contact Officer or within the Local Disaster Coordination Centre, shall be paid a weekly allowance of \$19.70.

This allowance is to be indexed at the rate of the pay increases provided for at clause 3.3.

3.5.6 Locality Allowance

Entitlement

Stream A employees shall be paid:

- a) The full rate of locality allowance if the employee satisfies Council that he or she has a dependent spouse, dependent de facto spouse or dependent child; or
- b) One-half the full rate of locality allowance if the employee does not have a dependent spouse, dependent de facto spouse or dependent child.

Dependants

Stream A employees who live with their spouse or de facto spouse (who is not a dependent spouse or de facto spouse) who is also eligible to receive a locality allowance under this Section shall be entitled to one-half of the Locality Allowance rate irrespective of whether such employee has a dependent.

Changed circumstances

An employee in receipt of the full or one-half of the locality allowance shall notify Council immediately of any changes in the employee's circumstances that would affect the amount of locality allowance payable.

Qualifications

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

3.5.7 Live sewer work

This clause will apply where an employee is deemed a qualified tradesperson and their assistant, covered by Division 2 – Section 1 and 2 of the Queensland Local Government Industry (Stream C) Award - State 2017, engaged on live sewer work.

Live sewer work shall mean work carried out in situations where there is a direct aerial connection with a sewer through which sewage is flowing. The term shall include mechanical and electrical equipment installed in association with any such sewer or sewerage pumping station or treatment works, but shall not apply to routine maintenance which does not require the dismantling of pumps etc. The term shall also include a minimum payment of one hour for work on pumps after removal from a pumping station or treatment works for cleaning or stripping.

Where aerial connection with a sewer is blocked by a disc plug, valve, water seal or other means, the live sewer work rate shall not apply.

An employee engaged on live sewer work shall be paid at the rate of time and one-half for such work. An employee who is on any day required to carry out work in connection with the release of blockages in sewerage lines and connections (including pumps) shall be paid not less than 4 hours at time and one-half during ordinary hours or at the appropriate rate for overtime.

All time involved in travelling to and from such operations shall be deemed to be time worked for this purpose.

The construction, reconstruction, alterations repair and/or maintenance work allowance in clause 13.7 of Division 2 - Section 1 and clause 13.4 of Division 2 - Section 2 of the Queensland Local Government Industry (Stream C) Award – State 2017 shall not apply when employees are engaged on live sewer work.

The work under unpleasant conditions allowance in clause 13.29 of Division 2 - Section 1 of the Queensland Local Government Industry (Stream C) Award – State 2017 shall not apply when employees are engaged on live sewer work.

PART 4 – HOURS OF WORK

4.1 Hours of Duty – Span and Arrangement of Hours

It is agreed that Working Hours shall be such that maximum productivity and efficiency is attained and maintained.

Notwithstanding the provisions of the Awards cited herein, it is agreed that: -

4.1.1 Span of Hours

In accordance with spread of hours as per relevant Award provisions.

4.1.2 Rostered Days Off (RDOs)

- a) Full-time employees covered by the Queensland Local Government Industry (Stream A) Award – State 2017, Queensland Local Government Industry (Stream B) Award – State 2017 and the Queensland Local Government Industry (Stream C) Award – State 2017 will work a nine (9) day fortnight roster by default. The parties acknowledge that the implementation of the nine (9) day fortnight for Stream A Award employees will occur within six (6) months from certification of this agreement.
- b) Positions classified under the Stream A Award excluding Supervisor or Team Leader positions that are required to work the same hours as Stream B and Stream C employees under their immediate supervision, may be identified by Council as ten (10) day fortnight positions, in the following circumstances:
 - (i) Where there is currently a ten (10) day fortnight arrangement in place for the position; or
 - (ii) Where there is a requirement for the position to be ten (10) day fortnight to meet service delivery standards/operational requirements; and
 - (iii) Where there would be a cost impact on Council, for example a need for additional resources, to facilitate a nine (9) day fortnight for the position.
- c) During implementation of the nine (9) day fortnight for Stream A employees, where the Council identifies an occupied position as being ten (10) day fortnight, the Council must consult with the affected employee and their Union by means of formal written correspondence. The formal correspondence must set out:
 - (i) The Position.
 - (ii) The name of the employee.
 - (iii) Provide a detailed rationale as to why operationally the position must be a ten (10) day fortnight position.
 - (iv) What alternative arrangements the Council has considered in relation to the employee.
- d) To accrue one RDO per fortnight:
 - (i) An employee covered by Division 2 – Section 1 of Stream A Award, other than immediate Supervisors or Team Leaders supervising employees covered by Division 2 – Section 5 of Stream B Award and/or employees covered by Division 2, Section 1 and 2 of Stream C Award, shall work 8 x 8 ordinary hour days and 1 x 8.5 ordinary hour day per fortnight.
 - (ii) An employee covered by Division 2 – Section 5 of Stream B Award or Division 2, Section 1 and 2 of Stream C Award and, and their immediate Supervisor or Team Leader shall work 8 x 8.5 ordinary hour days and 1 x 8 ordinary hour day per fortnight.
- e) Employees working this roster will be entitled to their RDO on a Monday or Friday, with the relevant Manager responsible for approving and implementing the RDO arrangement, in consultation with employees.
- f) Ordinary hours to be worked per day in accordance with 4.1.1(b), including meal and rest breaks, shall be determined by Council, in consultation with the relevant employees. Start and finish times will be in accordance with operational requirements, within the span of hours as detailed at Clause 4.1.1.
- g) Whenever possible all employees will take their RDO each fortnight and any changes shall be done in accordance with Clause 4.2.1 of this Agreement, in consultation and with the mutual consent of the parties.
- h) Should an employee be required to work on their RDO they shall be paid in accordance with Clause 4.2.1 of this Agreement.
- i) The nine (9) day fortnight will incur no additional cost to Council.
- j) Where an employee is working a 9 day fortnight roster arrangement in their position, reversion to a 10 day fortnight may only occur through consultation and mutual agreement between Council and the employee.
- k) Full-time employees may request to work a standard configuration roster (Monday – Friday, no RDO accrual) in accordance with relevant Award provisions, provided Council agrees that any participation in this arrangement would not prejudice the efficient operations of the Council's business. Approval will be at the discretion of Council.
- l) All other requests for flexible working arrangements shall be made per the Industrial Relations Act (2016)

provisions.

4.1.3 Rest Breaks

The times at which morning tea and lunch breaks are to be taken may be varied by job management with the agreement of employees, so that the natural flow of the workplace is unhindered and must be subject to maximum periods between breaks as provided by in the applicable Award.

4.1.4 Travelling Time

Travelling time will be paid for at the applicable Award's overtime rates when travelling outside ordinary working hours.

4.1.5 Crib Breaks – Clause 13.16, Division 2, Section 2 Queensland Local Government Industry (Stream C) Award – State 2017

Where overtime is to be worked immediately after the completion of ordinary work on a day or shift and the period of overtime is to be more than one and a-half hours, an employee is entitled to commence a rest break of 30 minutes with no deduction of pay, within one and a-half hours of ceasing such ordinary time work.

An employee who is required to report to work to perform overtime of more than 2 hours, but less than 4 hours prior to the ordinary starting time shall be allowed 30 minutes meal/crib break at the ordinary starting time with no deduction of pay.

4.1.6 Call-Out

When an employee is required to attend a worksite to perform Council business outside of their ordinary hours, a minimum payment for a call-out (whether or not in receipt of on-call allowance under clause 3.5.2) shall be paid at four hours at double time.

4.1.7 Substitution of Public Holidays

Where there is an agreement between the majority of employees concerned and the employer, and subject to statutory limitations, other ordinary working days may be substituted for the public holidays mentioned in the applicable clauses in each employee's relevant Award. Where an employee is required to work on such substituted day, the employee shall be entitled to penalty rates in accordance with those prescribed for working on public holidays in their relevant Award.

Where an employee elects to observe the public holiday, an application can be made to their supervisor with no reasonable request refused.

Where an RDO falls on a Public Holiday, the employee shall be entitled to an alternative day off on a date mutually agreeable with their supervisor.

4.1.8 Part-Time Workers - Flexibility

To enhance the productivity of Council and subject to employee agreement, ordinary hours can be varied to take into account operational and personal demands and requirements without incurring penalties, with the agreed weekly hours averaged over the fortnightly accounting period. Any work directed to be performed in excess of the agreed hours, or outside of the normal span of hours will be paid at overtime rates.

4.2 Overtime – Time Off In Lieu

4.2.1 Rostered Days Off

It is agreed between the parties that in order to meet the business needs of Council, and the best practice, or where in the opinion of the Chief Executive Officer or an Executive Leadership Team (ELT) Member there are cost efficiencies to be gained by working on an RDO, then RDOs will be worked, by mutual agreement.

Employees have the options of:

- a) Banking the RDO hours worked multiplied by the applicable overtime factor provided by the employees relevant Award and paid at the ordinary hours rate applicable at the time; or
- b) Receiving payment at the applicable overtime rates prescribed by the employees' applicable Award.

The employee's timesheet shall be marked as "time in lieu (approved)" if the time-in-lieu is worked in accordance with this Clause.

It is agreed between the parties that an employee may request to work their RDO for the purpose of banking time for a specific purpose to be taken at a later date mutually agreeable between the employee and their Supervisor. The request shall not be unreasonably refused and where agreement cannot be reached the dispute will be managed in accordance with the Prevention and Settlement of Employee Grievances and Disputes – Award / Agreement Matters clause 2.2.1 of this Agreement.

Time in lieu shall be accrued on an hour-for-hour basis and paid at the ordinary hours rate applicable at the time.

4.2.2 Time off in lieu of overtime

All employees shall have the choice for payment of hours worked outside of ordinary hours as paid overtime in accordance with their applicable Award provisions, or as time in lieu as stated in Clause 4.2.1 of this Agreement. All employees shall be entitled to accrue time in lieu of overtime of up to one (1) day at the employees' request.

In respect to this clause, the employee will have the opportunity to negotiate with their ELT Member and the Chief Executive Officer for the accrual and use of time off in lieu.

Balance of time in lieu on termination shall be paid at ordinary rates applicable at the time.

4.2.3 Accumulation

Accrued time-in-lieu shall be taken by 1 February each year or shall be paid out at the ordinary rates. Accrued time in lieu shall be used prior to any annual or long service leave being used.

PART 5 – LEAVE

5.1 Personal Leave

Definition: personal leave shall be defined as sick leave and carers leave.

5.1.1 Entitlement

All employees shall be entitled during each year of employment to fifteen (15) days personal leave per annum.

5.1.2 Evidence requirements

Paid personal leave which in any instance exceeds two (2) consecutive days shall require the production of a medical certificate or statutory declaration to establish the validity of the claim.

The taken leave shall be deducted from the personal leave entitlements available to the employee.

5.1.2 Accumulation

It is agreed that there shall be no limit on the accumulation of personal leave entitlement.

5.2 Annual Leave

5.2.1 Entitlement

It is agreed that all full-time employees shall be entitled to five (5) weeks annual leave per annum.

5.2.2 Application for leave

Applications for leave shall be lodged as soon as practicable, but at least twenty (20) working days in advance. Applications shall be processed within five (5) working days. If a decision is not forthcoming, the application shall be forwarded to the CEO for decision within one (1) working day. Should an application be refused, reconsideration is available through the dispute resolution process per clause 2.2 of this agreement.

It is acknowledged that in emergent circumstances full notice in accordance with this clause may not be achievable and in which case the application shall be dealt with expeditiously and on its merits.

5.2.3 Periods of less than one (1) day

Union Collective Certified Agreement - 2023

Annual leave in periods of less than one (1) day can be taken with Supervisor approval.

5.2.4 Recall to Duty from Annual Leave

Where, in the opinion of the Chief Executive Officer or relevant ELT Member, there are emergent matters which require an employee to be recalled to duty, and the employee concurs, the employee will have the options of:

- a) Banking the annual leave hours worked as time-in-lieu, multiplied by the applicable overtime factor provided by the employees relevant Award and paid at the ordinary hours rate applicable at the time, or
- b) Receiving payment at the applicable overtime rates prescribed by the employees' applicable Award

The employee's timesheet shall be marked as "time in lieu (approved)" if the time-in-lieu is worked in accordance with this Clause.

5.2.5 Accumulation

During the life of this Agreement the parties will support in principle the reduction of the amount of accrued annual leave entitlement down to a satisfactory level being no more than two (2) years in accrual as determined on a case-by-case basis

5.2.6 Payout of Annual Leave

The Industrial Relations Act 2016 has provision for cashing out of annual leave by agreement between the employer and employee.

Council has determined that cashing out will be permitted with the proviso that an employee must retain 5 weeks entitlement (12 months accrual). This is to enable employees to have an appropriate work/life balance.

Application is made using the appropriate form for approval by the relevant ELT Member, and at least one week notice of payment to be made except in emergent situations.

5.3 Bereavement and Compassionate Leave

Employees may be granted up to five(5) days bereavement and compassionate leave, on full pay on each occasion, where the deceased and/or seriously ill person was/is a member of an employee's immediate family in any of the circumstances listed below:

- Dies;
- The employee, or the employee's spouse, is pregnant and the pregnancy ends other than by the birth of a living child; or
- Contracts or develops a life-threatening illness or injury.

Immediate family is an employee's:

• spouse or former spouse	• grandparent
• de facto partner or former de facto partner	• grandchild
• child	• sibling
• parent	• sibling of the employee's spouse or de facto partner (or former spouse or de facto partner).

This definition includes step-relations (eg. step-parents and step-children) as well as adoptive relations.

Employees will be able to take compassionate leave for other relatives (eg. cousins, aunts and uncles) if they are a member of the employee's household, or if the employer agrees to this.

This shall be subject to the production on request, of satisfactory evidence of illness or death or the completion of a statutory declaration.

Should additional leave, over and above five days be required for travel or other associated reasons, leave will be granted by way of Rostered Days Off; Time in Lieu, Annual Leave or Leave without pay.

5.4 Long Service Leave

Long service leave shall be calculated at 1.3 weeks for each year of service and employees shall be entitled to take pro rata long service leave entitlement after seven (7) years' service.

5.4.1 Accumulation

During the life of this Agreement the parties will support in principle that the entitlement of accrued long service leave should be taken within five (5) years of receiving the entitlement.

5.4.2 Taking or payout of Long Service Leave

The intent of this section is to provide all employees with the option of being paid their entitlement in lieu of taking Long Service Leave.

To qualify, employees must have completed at least seven continuous years' service as no pro-rata entitlements will be paid out prior to the initial entitlement falling due.

Employees party to this Agreement who have accrued an entitlement to long service leave may elect in writing to take the said leave in accordance with the relevant Award/Act.

Alternatively, employees may elect in writing to take the leave in one of the following ways with agreement from Charters Towers Regional Council:

- a) Cash out all or part of any accrued long service leave; or
- b) Take long service leave at double pay, thus halving the duration of the leave to be taken.

Accrued long service leave which accrues after the initial qualifying period is complete may, by agreement, in writing between the Charters Towers Regional Council and the employee, be paid out to the employee.

5.5 Parental Leave

5.5.1 Entitlement

The Council recognises that the provision of the paid parental leave scheme introduced by the federal government and any provision contained in this Agreement are mutually exclusive. Paid parental leave is inclusive of birth related leave, adoption and surrogacy.

Accordingly, the provision of paid parental leave contained in this Agreement shall not be subject to reduction during the life of this Agreement. Parental leave entitlements for employees shall be underpinned by the relevant parent Awards and legislative requirements. In addition to award and legislative requirements employees shall be entitled to apply for paid parental leave after two (2) years of continuous service with Charters Towers Regional Council.

An employee's entitlement to accrue other forms of paid leave shall continue during such period of paid parental leave. Absences for parental leave shall be supported by appropriate documentation.

5.5.2 Maternity Leave

An eligible full-time employee is entitled to eight (8) weeks maternity leave on full pay. Part-time employees are entitled to eight (8) weeks paid maternity leave on a pro rata basis, based on their contracted hours. While casual employees may access maternity leave they shall not be entitled to paid maternity leave.

Paid maternity leave may be taken at half pay.

5.5.3 Paternity Leave

After two (2) years of continuous service with Council, an employee is entitled to a total of three (3) days' paid paternity leave.

5.6 Service Leave

Leave may be granted to an employee to attend camps, courses or schools of the Australian Defence Forces and where leave is so granted and where the service pay received by such employee is less than the employee's ordinary rate of remuneration as an employee employed by Council, then Council shall pay the employee the amount of the difference between the employee's service pay and the employee's ordinary remuneration.

"Service Pay" for the purposes of this subclause means and includes all payments received by the employee from Her Majesty's Forces in respect of service, during the period of service leave, on whatever day or days, Sunday to Monday both inclusive of the week or weeks in question.

5.7 Trade Union Training Leave

Applications for leave shall be lodged for approval to the relevant ELT member as soon as practicable, but at least twenty (20) working days in advance. It is acknowledged that in emergent circumstances full notice may not be achievable and in which case the application shall be dealt with expeditiously and on its merits. Applications shall be processed within five working days.

Employees shall be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the Union.

Other courses mutually agreed between the Union and Council may be included under this clause.

For the purposes of clause 5.7, "ordinary pay" shall mean at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.

The granting of such leave shall be subject to the following conditions:

- a) An employee must have at least 12 months uninterrupted service with Charters Towers Regional Council prior to such leave being granted;
- b) The maximum number of employees of Council attending a course or seminar at the same time will be 4.

The granting of such leave shall be subject to the convenience of Council and so that the operations of Council will not be unduly affected.

The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within Council's operations.

In granting such paid leave, Council is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.

Leave granted to attend courses will not incur additional payment if such course coincided with the employee's day off in 38 hour week working arrangements or with any other concessional leave.

Such paid leave will not affect other leave granted to employees under this Agreement.

5.8 Emergency Service Leave

Council recognises the contribution made by emergency service personnel to the safety of our community. Unpaid volunteers of the following Emergency Management Organisations qualify for Emergency Service Leave:

- a) State Emergency Service;
- b) QLD Rural Fire Services; and
- c) Queensland Ambulance Service.

Any permanent employee of Council who is, or becomes, a member of one of the above organisations may take paid leave if called upon to attend to an emergency incident.

5.8.1 Paid Auxiliary Fire Fighters of Queensland Fire & Emergency Services (QFES)

Any permanent employee of Council who is, or becomes, a member of QFES may take Emergency Service Leave (without pay) if called upon to attend to an emergency incident and where leave is so granted and the pay received by such employee is less than the employee's ordinary rate of remuneration as an employee employed by Council, then Council shall pay the employee the amount of the difference between the employee's emergency service pay and the employee's ordinary remuneration.

5.9 Natural Disaster Leave

Where a Declaration of a Disaster Situation has been declared which results in situations where employees are unable to perform their required functions and reasonable duties, or where to continue working under extreme conditions is inadvisable due to Workplace Health and Safety considerations, and where employees are required to leave the work site and return home, employees shall be permitted to leave without loss of pay, up to a maximum of five (5) days (per year, non-cumulative) and such leave is subject to approval by the CEO.

Where any employee is isolated as a result of a declared Declaration of a Disaster Situation caused by but not limited to, a natural flood, cyclone, bushfire, tsunami, volcano or earthquake events, and accordingly is unable to report to work at any of Council's depots or premises from which that employee's duties are conducted by means of plant and/or equipment being stationed there or alternative duties or training, the employee shall be permitted leave without loss of pay, up to a maximum of five (5) days (per year, non-cumulative) and such leave subject to approval by the CEO.

Where due to an employee's circumstances they are required to return home due to a non-declared Declaration of a Disaster Situation, the employee must seek approval to leave work and, if approved will be eligible to access any accrued leave balance (including TOIL, RDO's and Flex-time) excluding personal leave (unless an emergency as defined by the relevant award) or unpaid leave.

5.10 Domestic and Family Violence Leave

Employees who have been affected by domestic violence, as defined in the Council's Domestic Violence Policy, will be able to access up to twenty (20) days paid Domestic and Family Violence leave. The support person, as defined in s 42(2)(b) of the Industrial Relations Act 2016, will be able to access up to ten (10) days paid Domestic and Family Violence leave. Requests for additional leave will be considered at the discretion of the CEO on a case-by-case basis.

All personal information concerning domestic and/or family violence will be kept confidential and only shared with authorised persons. No information will be maintained on an employee's file without their written permission. Council will develop and implement Workplace Safety Planning strategies to ensure the protection of employees affected by domestic and/or family violence, which will include and communicate such strategy in its Domestic Violence Policy.

5.11 Ceremonial/Cultural Leave

An employee who is legitimately required to be absent from work for ceremonial/cultural purposes shall be entitled to access accrued annual leave, RDOs or up to five (5) days' leave without pay in each calendar year.

If required by the Council, the employee shall establish, prior to receiving approval, that they have an obligation to participate in ceremonial activities and shall advise the Council at the earliest opportunity of their obligation to participate. Requests for additional/alternative leave may be considered at the discretion of the CEO on a case-by-case basis.

PART 6 – MISCELLANEOUS PROVISIONS

6.1 No Extra Claims

The parties to this Agreement agree that during the life of this Agreement, no extra claims will be made for further wage or salary increases.

6.2 Medical Examinations

6.2.1 Pre-Employment Screening and Medical Examinations

All new employees to Council are required to undertake either a drug and alcohol screen along with the provision of a satisfactory health declaration or a pre-employment medical examination by a qualified medical practitioner, nominated by Council, to ascertain their state of health at the commencement of the employment for assessment in regard to activities that are required to perform in a specific job. Council reserves the right not to proceed with formally offering employment to candidates who fail to meet the inherent requirements of the proposed position, or any candidate who fails to meet Council's employment screening requirements in relation to fitness for duty. The level of pre-employment testing applicable to each position is subject to Council's discretion.

Council will cover the cost of the pre-employment medical examination. A record of the medical examination shall be forwarded to the Council and kept in the confidential personnel file for record purposes.

6.2.2 Employment Medical Examinations

Where an employee is unable to carry out the responsibilities of their substantive position over a prolonged period due to injury or illness, relevant management, in consultation with human resources staff, may request that the employee undergo a specialist medical examination with an appropriate specialist medical practitioner.

The medical report will only cover the employee's capacity both short-term and long-term to carry out the responsibilities of their substantive position.

Such medical examination will be undertaken by a specialist medical practitioner nominated by the employee's treating doctor or alternatively nominated by Council by agreement with the employee.

The written medical report by the specialist medical practitioner will be provided to the employee and human resources staff.

Council will bear the cost of any specialist medical assessment requested under this clause.

In determining the outcome of any fitness for duty process in relation to the employment of an employee, management will consider the medical report detailing the employee's fitness for duty in the context of making reasonable adjustment where operationally able to do so. This may include the consideration of transferring the employee to a suitable alternative position if available, to minimise the risk until such time as the employee provides a full medical clearance to return to their substantive position.

6.3 Training and Development

The parties recognise that in order to increase the efficiency and productivity of the Council, a significant commitment to structured training and skill development is required. Accordingly, the Council commits itself to:

- a) Developing a more highly skilled and flexible workforce;
- b) Providing employees with career opportunities through appropriate structured training based wherever possible on nationally accredited curricula.

Where possible, training and skill development is to be carried out in normal working hours. It is agreed that no employee will suffer from loss of pay. Where scheduled training clashes with RDO and the employee is unable to re-schedule their RDO time in lieu will be provided on a time for time basis.

Council agrees to pay all reasonable costs incurred by an employee and time off when appropriate to attend courses, lectures and other agreed activities which have first been approved in writing by the Chief Executive Officer and/or relevant ELT Member, that:

- a) Satisfy organisational development needs;
- b) Are directly related to employees' work areas;
- c) Provide skills appropriate to employee career paths;
- d) Are required to provide professional/trade credentials, and which shall be reimbursed by Council on successful completion of such/training courses provided that this does not contravene any existing Award provisions which provides for a higher or better entitlement.

Any training outside normal working hours shall have regard to workers' family responsibilities.

6.4 Final Trim Grader Operators

Positions of Final Trim Grader Operators are to be established in accordance with the organisation's needs. Persons appointed to Final Trim Operator positions are to receive payment equivalent to Level 8 of Queensland Local Government Industry (Stream B) Award – State 2017.

6.5 Work Health and Safety

Council agrees to comply with the provisions of the relevant Work Health and Safety Act and acknowledges that a healthier and safer workplace will result in improved effectiveness, efficiency and productivity. This will be accomplished by a consultative approach to managing Workplace Health and Safety (WH&S) issues and a WH&S framework supported by appropriate training.

Council and its employees are committed to the achievement of a healthier and safer workplace. To achieve this, Council and employees shall comply with the requirements of the Work Health and Safety Act, its Regulations, Codes of Practice and Advisory Standards.

Employees shall ensure all work is performed in a safe and responsible manner and in accordance with Councils existing Work Health and Safety systems.

6.6 Employee Assistance Program

Council recognises the importance of maintaining a safe and healthy working environment and is committed to supporting the psychological wellbeing of staff members and their immediate families experiencing personal or work-related issues.

Support is provided through Council's EAP, which provides staff and their immediate family members access to professional and confidential counselling to assist staff in this regard.

The EAP provides a short-term intervention strategy and is designed to give staff the opportunity to promptly address issues of immediate concern to them. The EAP can assist staff members who require longer-term assistance to source an appropriate alternative provider.

The EAP can be accessed directly and initially without the need to seek approval.

Counselling visits are restricted to a maximum of five (5) visits per individual staff member (and per member of their immediate family) per year, unless additional visits are recommended by the relevant Health Professional and approved at the CEO's discretion.

6.7 Equal Employment Opportunity

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:

- a) Reviewing position descriptions, prior to advertisement, to ensure non-bias/gender neutral language;
- b) Inclusion of statements during recruitment that Council is an equal opportunity employer;
- c) Ensuring selection of applicants for vacant positions is conducted in accordance with the law;
- d) Giving appropriate and meaningful consideration of workplace flexibility or adjustment requests;
- e) 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*, and
- f) The Council is committed to equal remuneration for work of equal or comparable value.

6.8 Bullying and Harassment

The Council and its employees are committed to the elimination of violence, aggression and bullying in the workplace. To achieve this, the Council and its employees will continue to develop and support policy and procedures to combat workplace bullying.

Council will ensure that reasonable mechanisms are in place for identifying incidences of bullying, and when an occurrence of bullying is identified, Council will ensure all necessary steps are taken to prevent further bullying.

Violence, aggression and workplace bullying is a repetitive pattern of unprovoked, unwelcome hostile behaviour, or if serious and sustained, one instance of such behaviour, that inflicts or attempts to inflict injury, hurt, humiliation or discomfort.

Such behaviour includes:

- a) The less favourable treatment of a person by another in the workplace, beyond that which may be considered reasonable and appropriate workplace practice;
- b) Unwelcome and unreasonable behaviour that creates a hostile, uncomfortable or offensive work atmosphere;
- c) Social exclusion in the workplace;
- d) Misuse of power.

6.9 Anti-Discrimination

The parties to this Agreement agree that it is their intention to:

- a) Achieve the principle objective in section 4(i) of the *Industrial Relations Act 2016*, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, culture, political opinion, national extraction or social origin; and
- b) Observe applicable anti-discrimination provisions in Commonwealth and/or other State legislation.

6.10 Reclassification

An employee may request a review of the classification of their position. Such a request must be made in writing.

Council will, when requested in writing by an employee, provide to the employee in writing within eight (8) weeks of receipt of the written request:

- a) The employee's current classification
- b) The reasons for the employee's appointment to that classification including:
 - The characteristics of the position;
 - The requirements of the position;
 - The responsibilities of the position;
 - The organisational relationships; and
 - The extent of authority.

- c) Such a request shall only be made on an annual basis; provided however that an employee may make a request at any time where an employee's position has been restructured or reorganised or as a result of a substantive change in the position initiated by Council, such that the position should be classified as a higher-level position in accordance with the Classification Descriptors included in the relevant Award.
- d) An employee may dispute the classification determination by Council. Any disputes that are initiated regarding the classification shall be dealt with in accordance with the Dispute Resolution Clause of this Agreement.
- e) An Employee may request a representative to represent them during this process, who may be a Union Official/Representative.

6.11 Christmas Shut Down

Council may elect to close down its operations over the Christmas / New Year period each year.

Employees will be notified of Council's intention to close down operations and the prescribed closedown period a minimum of 90 days prior to the close down.

**SCHEDULE 1
WAGES AND SALARIES**

**Queensland Local Government Industry (Stream B) Award – State 2017
Section 5**

Classification	From first pay period on or after 1/07/2023 (\$ per week)	From first pay period on or after 1/07/2024 (\$ per week)	From first pay period on or after 1/07/2025 (\$ per week)
Level 1 (First 6 months)	1074.80	1117.80	1162.55
Level 1 (Thereafter)	1094.55	1138.35	1183.90
Level 2	1114.35	1158.95	1205.35
Level 3	1133.95	1179.35	1226.55
Level 4	1153.80	1200.00	1248.00
Level 5	1177.15	1224.25	1273.25
Level 6	1216.75	1265.45	1316.10
Level 7	1255.95	1306.20	1358.45
Level 8	1291.90	1343.60	1397.35
Level 9	1331.15	1384.40	1439.80

Queensland Local Government Industry (Stream B) Award – State 2017
Section 6

Classification	From first pay period on or after 1/07/2023 (\$ per week)	From first pay period on or after 1/07/2024 (\$ per week)	From first pay period on or after 1/07/2025 (\$ per week)
Technical Manager	1239.55	1289.15	1340.75
Senior Theatre Technician	1199.80	1247.80	1297.75
Theatre Technician	1182.05	1229.35	1278.55
Assistant Theatre Technician	1097.00	1140.90	1186.55
Projectionist	1182.05	1229.35	1278.55
Assistant Projectionist	1097.00	1140.90	1186.55
Stage Manager	1199.80	1247.80	1297.75
Stage Coordinator	1097.00	1140.90	1186.55
Stage Assistant	1034.45	1075.85	1118.90
Utility Person	1034.45	1075.85	1118.90
Senior Ticket Seller	1065.10	1107.75	1152.10
Ticket Seller	1026.55	1067.65	1110.40
Front of House Coordinator	1097.00	1140.90	1186.55
Program/Merchandise Seller	1016.50	1057.20	1099.50
Front of House Staff	1008.35	1048.70	1090.65

Queensland Local Government Industry (Stream B) Award – State 2017
Section 7

Classification	From first pay period on or after 1/07/2023 (\$ per week)	From first pay period on or after 1/07/2024 (\$ per week)	From first pay period on or after 1/07/2025 (\$ per week)
Introductory tour guide, first 3 months	1031.30	1072.60	1115.55
Introductory tour guide, over 3 months and up to 6 months	1074.80	1117.80	1162.55
Tour guide, level 1	1114.35	1158.95	1205.35
Tour guide, level 2	1177.15	1224.25	1273.25
Tour guide, level 3	1255.95	1306.20	1358.45

Queensland Local Government Industry (Stream C) Award – State 2017
Section 2

Classification	From first pay period on or after 1/07/2023 (\$ per week)	From first pay period on or after 1/07/2024 (\$ per week)	From first pay period on or after 1/07/2025 (\$ per week)
Engineering Tradesman C14	999.85	1039.85	1081.45
Engineering Tradesman C13	1031.30	1072.60	1115.55
Engineering Tradesman C12	1074.00	1117.00	1161.70
Engineering Tradesman C11	1113.55	1158.10	1204.45
Engineering Tradesman C10	1177.15	1224.25	1273.25
Engineering Tradesman C10 (Qualified)	1294.90	1346.70	1400.60
Engineering Tradesman C9	1338.45	1392.00	1447.70
Engineering Tradesman C8	1381.65	1436.95	1494.45
Engineering Tradesman C7	1421.00	1477.85	1537.00
Engineering Tradesman C6	1507.70	1568.05	1630.80
Engineering Tradesman C5	1549.95	1611.95	1676.45
Engineering Tradesman C4	1594.50	1658.30	1724.65
Engineering Tradesman C3	1681.20	1748.45	1818.40
Engineering Tradesman C2 (a)	1724.95	1793.95	1865.75
Engineering Tradesman C2 (b)	1803.10	1875.25	1950.30
Workshop Supervisor Level 1 (122% of highest paid employee supervising)	1685.65	1753.10	1823.25
Workshop Supervisor Level 2 (115% of Engineering Trade C8)	1588.90	1652.50	1718.65
Trainer/Supervisor/Coordinator- Technical (107% of Engineering Trade C8)	1478.40	1537.55	1599.10

**Queensland Local Government Industry (Stream C) Award – State 2017
Section 1**

Classification	From first pay period on or after 1/07/2023 (\$ per week)	From first pay period on or after 1/07/2024 (\$ per week)	From first pay period on or after 1/07/2025 (\$ per week)
Building Worker - BW1(a)	1055.10	1097.35	1141.25
Building Worker - BW1(b)	1078.80	1122.00	1166.90
Building Worker - BW1(c)	1094.55	1138.35	1183.90
Building Worker - BW1 (d)	1113.55	1158.10	1204.45
Building Worker – BW2	1142.00	1187.70	1235.25
Building Tradesman - BT1	1177.15	1224.25	1273.25
Building Tradesman - BT1 (Qualified)	1294.90	1346.70	1400.60
Building Tradesman - BT2	1338.45	1392.00	1447.70
Building Tradesman - BT3	1381.65	1436.95	1494.45

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

Section 1

General Scale

Classification	From first pay period on or after 1/07/23 (\$ per annum)	From first pay period on or after 1/07/24 (\$ per annum)	From first pay period on or after 1/07/25 (\$ per annum)
Level 1.1	63,181	65,709	68,338
Level 1.2	64,210	66,779	69,451
Level 1.3	65,854	68,489	71,229
Level 1.4	67,394	70,090	72,894
Level 1.5	68,937	71,695	74,563
Level 1.6	70,267	73,078	76,002
Level 2.1	71,832	74,706	77,695
Level 2.2	73,372	76,307	79,360
Level 2.3	74,913	77,910	81,027
Level 2.4	76,455	79,514	82,695
Level 3.1	77,994	81,114	84,359
Level 3.2	78,975	82,134	85,420
Level 3.3	80,515	83,736	87,086
Level 3.4	82,055	85,338	88,752
Level 4.1	83,596	86,940	90,418
Level 4.2	85,138	88,544	92,086
Level 4.3	86,474	89,933	93,531
Level 4.4	88,015	91,536	95,198
Level 5.1	89,554	93,137	96,863
Level 5.2	90,885	94,521	98,302
Level 5.3	92,428	96,126	99,972
Level 6.1	94,996	98,796	102,748
Level 6.2	97,565	101,468	105,527
Level 6.3	100,134	104,140	108,306
Level 7.1	102,703	106,812	111,085
Level 7.2	105,543	109,765	114,156
Level 7.3	108,585	112,929	117,447
Level 8.1	112,233	116,723	121,392
Level 8.2	115,834	120,468	125,287
Level 8.3	119,329	124,103	129,068
Level 8.4	122,558	127,461	132,560
Level 8.5	125,665	130,692	135,920

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

Section 1 – Junior Rates

Classification	From first pay period on or after 1/07/2023 (\$ per annum)	From first pay period on or after 1/07/2024 (\$ per annum)	From first pay period on or after 1/07/2025 (\$ per annum)
Under 17 years	34,750	36,140	37,586
17 years	37,909	39,426	41,003
18 years	44,227	45,997	47,837
19 years	50,545	52,568	54,671
20 years	56,863	59,139	61,505

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

Section 5 – Junior Rates

Classification	From first pay period on or after 1/07/2023 (\$ per week)	From first pay period on or after 1/07/2024 (\$ per week)	From first pay period on or after 1/07/2025 (\$ per week)
LAE Level 1 < 18 Years 60%	644.90	670.70	697.55
LAE Level 1 18-19 Years 75%	806.10	838.35	871.95

Apprentices and Trainees

Engineering Apprentices

Classification	From first pay period on or after 1/07/2023 (\$ per week)	From first pay period on or after 1/07/2024 (\$ per week)	From first pay period on or after 1/07/2025 (\$ per week)
Year 1 - 40%	470.90	489.70	509.30
Year 2 - 55%	647.45	673.35	700.30
Year 3 - 75%	882.90	918.20	954.95
Year 4 - 90%	1,059.45	1,101.85	1,145.95

Engineering Adult Apprentices

Classification	From first pay period on or after 1/07/2023 (\$ per week)	From first pay period on or after 1/07/2024 (\$ per week)	From first pay period on or after 1/07/2025 (\$ per week)
Year 1 - 75%	882.90	918.20	954.95
Year 2 - 80%	941.75	979.40	1,018.60
Year 3 - 84%	988.85	1,028.40	1,069.55
Year 4 - 90%	1,059.45	1,101.85	1,145.95

Building Apprentices

Classification	From first pay period on or after 1/07/2023 (\$ per week)	From first pay period on or after 1/07/2024 (\$ per week)	From first pay period on or after 1/07/2025 (\$ per week)
Year 1 - 40%	470.90	489.70	509.30
Year 2 - 55%	647.45	673.35	700.30
Year 3 - 75%	882.90	918.20	954.95
Year 4 - 90%	1,059.45	1,101.85	1,145.95

Trainees – Wage Level A

Classification	From first pay period on or after 1/07/2023 (\$ per week)			From first pay period on or after 1/07/2024 (\$ per week)			From first pay period on or after 1/07/2025 (\$ per week)		
	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12
	296.85	373.35		308.70	388.30		321.05	403.85	
	348.20	427.05	496.65	362.15	444.15	516.50	376.65	461.90	537.15
plus 1 year out of school	409.90	496.65	576.60	426.30	516.50	599.65	443.35	537.15	623.65
plus 2 years out of school	496.65	576.60	671.35	516.60	599.65	698.20	537.15	623.65	726.15
plus 3 years out of school	576.60	671.35	771.85	599.65	698.20	802.70	623.65	726.15	834.80
plus 4 years out of school	671.35	771.85		698.20	802.70		726.15	834.80	
5 years or more out of school	771.85			802.70			834.80		

Trainees – Wage Level B

Classification	From first pay period on or after 1/07/2023 (\$ per week)			From first pay period on or after 1/07/2024 (\$ per week)			From first pay period on or after 1/07/2025 (\$ per week)		
	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12
	296.85	373.35		308.70	388.30		321.05	403.85	
	348.20	427.05	486.40	362.15	444.15	505.85	376.65	461.90	526.10
plus 1 year out of school	427.05	486.40	559.45	444.15	505.85	581.85	461.90	526.10	605.10
plus 2 years out of school	486.40	559.45	656.50	505.85	581.85	682.75	526.10	605.10	710.05
plus 3 years out of school	559.45	656.50	751.20	581.85	682.75	781.25	605.10	710.05	812.50
plus 4 years out of school	656.50	751.20		682.75	781.25		710.05	812.50	
5 years or more out of school	751.20			781.25			812.50		

Trainees – Wage Level C

Classification	From first pay period on or after 1/07/2023 (\$ per week)			From first pay period on or after 1/07/2024 (\$ per week)			From first pay period on or after 1/07/2025 (\$ per week)		
	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12
	296.85	373.35		308.70	388.30		321.05	403.85	
	348.20	427.05	495.50	362.15	444.15	515.30	376.65	461.90	535.90
plus 1 year out of school	436.15	495.50	554.85	453.60	515.30	577.05	471.75	535.90	600.15
plus 2 years out of school	495.50	554.85	624.55	515.30	577.05	649.55	535.90	600.15	675.55
plus 3 years out of school	554.85	624.55	699.85	577.05	649.55	727.85	600.15	675.55	756.95
plus 4 years out of school	624.55	699.85		649.55	727.85		675.55	756.95	
5 years or more out of school	699.85			727.85			756.95		

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

Section 1

Executive Scale

Council Category	Chief Executive Officer			Director Engineering Services			Deputy Chief Executive Officer /Deputy Director Of Engineering Services / Qualified Accountant			Department Head		
	From first pay period on or after 1/07/2023 (\$ per annum)	From first pay period on or after 1/07/2024 (\$ per annum)	From first pay period on or after 1/07/2025 (\$ per annum)	From first pay period on or after 1/07/2023 (\$ per annum)	From first pay period on or after 1/07/2024 (\$ per annum)	From first pay period on or after 1/07/2025 (\$ per annum)	From first pay period on or after 1/07/2023 (\$ per annum)	From first pay period on or after 1/07/2024 (\$ per annum)	From first pay period on or after 1/07/2025 (\$ per annum)	From first pay period on or after 1/07/2023 (\$ per annum)	From first pay period on or after 1/07/2024 (\$ per annum)	From first pay period on or after 1/07/2025 (\$ per annum)
8	235,811	245,244	255,054	231,502	240,763	250,394	186,515	193,976	201,736	153,265	159,396	165,772
	231,405	240,662	250,289	227,186	236,274	245,725	183,099	190,423	198,040	150,512	156,533	162,795
	226,996	236,076	245,520	222,863	231,778	241,050	179,687	186,875	194,350	147,764	153,675	159,822
7	222,589	231,493	240,753	218,546	227,288	236,380	176,273	183,324	190,657	145,014	150,815	156,848
	218,181	226,909	235,986	214,224	222,793	231,705	172,849	179,763	186,954	142,265	147,956	153,875
	213,778	222,330	231,224	209,908	218,305	227,038	169,433	176,211	183,260	139,517	145,098	150,902
6	209,375	217,750	226,460	205,590	213,814	222,367	166,017	172,658	179,565	136,768	142,239	147,929
	204,964	213,163	221,690	201,268	209,319	217,692	162,598	169,102	175,867	134,021	139,382	144,958
	200,561	208,584	216,928	196,947	204,825	213,018	159,179	165,547	172,169	131,268	136,519	141,980
5	196,151	203,998	212,158	192,627	200,333	208,347	155,764	161,995	168,475	128,523	133,664	139,011
	191,744	199,414	207,391	188,308	195,841	203,675	152,348	158,442	164,780	125,769	130,800	136,032
	187,342	194,836	202,630	183,990	191,350	199,004	148,929	154,887	161,083	123,023	127,944	133,062
4	182,930	190,248	197,858	179,662	186,849	194,323	145,518	151,339	157,393			
	178,525	185,666	193,093	175,343	182,357	189,652	142,098	147,782	153,694			
	174,121	181,086	188,330	171,028	177,870	184,985	138,686	144,234	150,004			

Council Category	Chief Executive Officer			Director Engineering Services			Deputy Chief Executive Officer /Deputy Director Of Engineering Services / Qualified Accountant			Department Head		
	From first pay period on or after 1/07/2023 (\$ per annum)	From first pay period on or after 1/07/2024 (\$ per annum)	From first pay period on or after 1/07/2025 (\$ per annum)	From first pay period on or after 1/07/2023 (\$ per annum)	From first pay period on or after 1/07/2024 (\$ per annum)	From first pay period on or after 1/07/2025 (\$ per annum)	From first pay period on or after 1/07/2023 (\$ per annum)	From first pay period on or after 1/07/2024 (\$ per annum)	From first pay period on or after 1/07/2025 (\$ per annum)	From first pay period on or after 1/07/2023 (\$ per annum)	From first pay period on or after 1/07/2024 (\$ per annum)	From first pay period on or after 1/07/2025 (\$ per annum)
3	169,714	176,503	183,564	166,708	173,377	180,313	135,264	140,675	146,302			
	165,305	171,918	178,795	162,391	168,887	175,643	131,846	137,120	142,605			
	160,899	167,335	174,029	158,068	164,391	170,967	128,429	133,567	138,910			
2	156,491	162,751	169,262	153,747	159,897	166,293	125,020	130,021	135,222			
	152,095	158,179	164,507	149,430	155,408	161,625	121,578	126,442	131,500			
	147,682	153,590	159,734	145,109	150,914	156,951	117,991	122,711	127,620			
1	143,278	149,010	154,971	140,785	146,417	152,274	114,352	118,927	123,685			
	138,872	144,427	150,205	136,465	141,924	147,601	110,590	115,014	119,615			
	134,463	139,842	145,436	132,145	137,431	142,929	106,825	111,098	115,542			

SCHEDULE 2
INDUSTRIAL AGREEMENT – WATER/SEWERAGE EMPLOYEES

1. Application of Agreement

This agreement shall apply to employees of the Charters Towers Regional Council employed as Operators at the Water and Sewerage Plants.

All work required to be performed by an employee on their rostered days off shall be deemed to be overtime and paid as per the Queensland Local government Industry (Stream B) Award 2017.

2. Wages

2.1 Senior Operators

The ordinary weekly rate for a Senior Operator in charge of the Water Pump Station, Water Treatment Plant or Sewerage Treatment Plant shall be at Level 9 of the Queensland Local Government Industry (Stream B) Award – State 2017, plus Leading Hand Allowance in accordance with clause 3.5.3 of the main Agreement.

2.2 Operators

The ordinary weekly rate for all other qualified operators shall be at Level 8 of the Queensland Local Government Industry (Stream B) Award 2017. While unqualified, the ordinary weekly rate for an Operator at the Water Pump Station or Water Treatment Plant shall be at Level 5, and the Operator at the Sewerage Treatment Plant shall be at Level 6.

2.3 Operators - Sewerage Treatment Plant

Operators referred to in clauses 2.1 and 2.2 engaged at Sewerage Treatment Plant/s, shall be paid a disability allowance which equates to the Construction Work Allowance clause 13.2 of the Queensland Local Government Industry (Stream B) Award – State 2017 to cover all the normal disabilities of work associated with Sewerage Treatment Plants.

3. HOURS OF WORK

3.1 Overtime

Overtime shall be paid in accordance with the Queensland Local Government Industry (Stream B) Award – State 2017.

3.2 Weekend Penalty Rates

Any employee covered by this Schedule who is required to work ordinary hours between Midnight Friday and Midnight Sunday shall be paid as per the Queensland Local Government Industry (Stream B) Award – State 2017.

3.3 Rostered Day Off

It is agreed between the parties that in order to meet the business needs of Council, and the best practice, or where in the opinion of the Chief Executive Officer or a ELT Member there are cost efficiencies to be gained by working on an RDO, then RDOs will be worked, by mutual agreement.

Employees have the options of:

- a) Banking the RDO hours worked multiplied by the applicable overtime factor provided by the employees relevant Award and paid at the ordinary hours rate applicable at the time; or
- b) Receiving payment at the applicable overtime rates prescribed by the employees' applicable Award.

The employee's timesheet shall be marked as "time in lieu (approved)" if the time-in-lieu is worked in accordance with this Clause.

It is agreed between the parties that an employee may request to work their RDO for the purpose of banking time for a specific purpose to be taken at a later date mutually agreeable between the employee and their Supervisor. The request shall not be unreasonably refused.

Time in lieu shall be accrued on an hour-for-hour basis and paid at the ordinary hours rate applicable at the time.

SIGNATORIES

Signed for and on behalf of the }
}

Charters Towers Regional Council }
}

(Signature)

Martin Drydale

}
}

Chief Executive Officer

In the presence of }
}

(Signature)

Marc Gunnis

}



Signed for and on behalf of the }
}

Australian Workers Union of Employees, }
Queensland }
}

(Signature)

Stacey Schinnerl

Secretary

In the presence of }
}

(Signature)

Jeehan Habib

Signed for and on behalf of the }
}

Queensland Services, Industrial Union of }
Employees }
}

(Signature)

Neil Henderson

Secretary

In the presence of }
}

(Signature)

John Donaghy

Signed for and on behalf of the }

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

(Signature)

}
}-----
Rohan Webb

}
}-----
State Secretary

In the presence of }

}
}-----
(Signature)

}
}-----
Ashleigh Wood



Signed for and on behalf of the }

Construction, Forestry, Mining and Energy, }
Industrial Union of Employees, Queensland }
}

(Signature)

}
} -----
} Jade Ingham

}
} -----
} Assistant State Secretary

In the presence of }

}
} -----
} (Signature)

}
} -----
} Emma Eaves



Signed for and on behalf of the }

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

(Signature)

Richard Olsen

Branch Secretary

In the presence of }

}
}
}
}

(Signature)

Helena Dalton-Bridges



Signed for and on behalf of the }
}

Plumbers & Gasfitters Employees' Union }
Queensland, Union of Employees }
}

(Signature)

}
}-----
} Gary O'Halloran

}
}-----
} State Secretary

In the presence of }
}

}-----
} (Signature)

}
}-----
} Shari Charrigton

