

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

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

Charters Towers Regional Council

AND

Queensland Services, Industrial Union of Employees

The Australian Workers' Union of Employees, Queensland

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

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

Plumbers and Gasfitters Employees' Union Queensland, Union of Employees

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

*(Matter No. CB/2021/49)*

**CHARTERS TOWERS REGIONAL COUNCIL UNION COLLECTIVE CERTIFIED  
AGREEMENT 2021**

**Certificate of Approval**

On 27 October 2021, 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 2021**

**Parties to the Agreement:**

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

**Operative Date:** 27 October 2021

**Nominal Expiry Date:** 30 June 2023

**Previous Agreement:** **Charters Towers Regional Council Union Collective Certified Agreement 2019**

**Termination Date of  
Previous Agreement:**

27 October 2021

By the Commission

J.M. POWER  
Industrial Commissioner  
27 October 2021



**CHARTERS TOWERS**  
REGIONAL COUNCIL

Charters Towers Regional Council  
Union Collective Certified Agreement 2021



# Table of Contents

Clause No.	Subject Matter	Page No.
<b>PART 1 – PRELIMINARY</b>		<b>3</b>
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
<b>PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT</b>		<b>6</b>
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
<b>PART 3 – WAGES AND ALLOWANCES</b>		<b>12</b>
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
<b>PART 4 – HOURS OF WORK</b>		<b>15</b>
4.1	Hours of Duty – Span and Arrangement of Hours	15
4.2	Overtime – Time Off In Lieu	16
<b>PART 5 – LEAVE</b>		<b>17</b>
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
<b>PART 6 – MISCELLANEOUS PROVISIONS</b>		<b>22</b>
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	Bullying and Harassment	24
6.8	Anti-Discrimination	24
6.9	Reclassification	24
6.10	Christmas Shut Down	24
<b>SCHEDULE 1</b>		<b>25</b>
<b>SCHEDULE 2</b>		<b>35</b>

## **PART 1 – PRELIMINARY**

### **1.1 Title**

This Agreement shall be known as Charters Towers Regional Council Union Collective Certified Agreement 2021.

### **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 and 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 2023.

### **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, City Hall 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 employees 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 the above information.

Discussions with the employees and at the employees 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 employees' 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 minimize the contracting out or leasing of any works and services currently provided by Council and may only seek to contract/outsourcing 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 Natural Disaster Relief and Recovery Arrangements (NDRRA), 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 1.5% will be applied to all base rates from the first pay period commencing on or after 1 July 2021. An increase of 2.0% will be applied to all base rates from the first pay period commencing on or after 1 July 2022.

### **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 \$41.29 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 \$35.47 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.

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 \$1.77 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 \$1.76 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 \$18.46.

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 dependant 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 dependant.

**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.



## **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**

It is agreed that employees will continue with flexible arrangements as follows;

- a) A nine-day fortnight will be worked for all employees under the Queensland Local Government Industry (Stream B) Award – State 2017 and the Queensland Local Government Industry (Stream C) Award – State 2017;
- b) A nine-day fortnight will be worked by those Stream A Award employees employed to work as Foreman and Supervisors who are required to work the same hours as Stream B and Stream C employees;
- c) A nine-day fortnight will be worked by other Stream A Award employees currently working a nine-day fortnight;
- d) A nine-day fortnight will be worked by other Stream A Award positions as determined from time to time in accordance with operational planning, and determined prior to advertisement of the position;
- e) A nineteen-day month may be worked by all employees not covered in 4.1.2 (a) to 4.1.2 (d) above;
- f) It is agreed that the Rostered Day Off shall generally apply as to ensure that Council can respond to Community requirements;
- g) Any changes to the above roster shall be done with the consent of the parties;
- h) Should an employee be required to work on their Rostered Day Off they shall be paid in accordance with Clause 4.2.1 of this Agreement.

#### **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 at 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 a Director 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.

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

All employees shall have the choice for payment 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 Director 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**

Time-in-lieu - 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**

- a) Stream A employees shall be entitled during each year of employment to fifteen (15) days per annum;
- b) All employees not covered by Stream A shall be entitled to 10 days 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**

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 a Director, 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 Director, 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 of the relevant director 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 on 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 Director, 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. Person's 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 Councils 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 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.

## 6.8 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.

## 6.9 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.

## 6.10 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**

<b>Classification</b>	<b>From first pay period on or after 1/07/2021 (\$ per week)</b>	<b>From first pay period on or after 1/07/2022(\$ per week)</b>
<b>Level 1 (First 6 months)</b>	994.05	1,013.95
<b>Level 1 (Thereafter)</b>	1,012.30	1,032.55
<b>Level 2</b>	1,030.60	1,051.25
<b>Level 3</b>	1,048.75	1,069.75
<b>Level 4</b>	1,067.10	1,088.45
<b>Level 5</b>	1,088.70	1,110.50
<b>Level 6</b>	1,125.30	1,147.85
<b>Level 7</b>	1,161.60	1,184.85
<b>Level 8</b>	1,194.85	1,218.75
<b>Level 9</b>	1,231.15	1,255.80

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

<b>Classification</b>	<b>From first pay period on or after 1/07/2021 (\$ per week)</b>	<b>From first pay period on or after 1/07/2022 (\$ per week)</b>
<b>Technical Manager</b>	1,146.40	1,169.35
<b>Senior Theatre Technician</b>	1,109.65	1,131.85
<b>Theatre Technician</b>	1,093.20	1,115.10
<b>Assistant Theatre Technician</b>	1,014.60	1,034.90
<b>Projectionist</b>	1,093.20	1,115.10
<b>Assistant Projectionist</b>	1,014.60	1,034.90
<b>Stage Manager</b>	1,109.65	1,131.85
<b>Stage Coordinator</b>	1,014.60	1,034.90
<b>Stage Assistant</b>	956.70	975.85
<b>Utility Person</b>	956.70	975.85
<b>Senior Ticket Seller</b>	985.05	1,004.80
<b>Ticket Seller</b>	949.40	968.40
<b>Front of House Coordinator</b>	1,014.60	1,034.90
<b>Program/Merchandise Seller</b>	940.10	958.95
<b>Front of House Staff</b>	932.55	951.25

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

Classification	From first pay period on or after 1/07/2021 (\$ per week)	From first pay period on or after 1/07/2022 (\$ per week)
<b>Introductory tour guide, first 3 months</b>	953.80	972.90
<b>Introductory tour guide, over 3 months and up to 6 months</b>	994.05	1,013.95
<b>Tour guide, level 1</b>	1,030.60	1,051.25
<b>Tour guide, level 2</b>	1,088.70	1,110.50
<b>Tour guide, level 3</b>	1,161.60	1,184.85

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

<b>Classification</b>	<b>From first pay period on or after 1/07/2021 (\$ per week)</b>	<b>From first pay period on or after 1/07/2022 (\$ per week)</b>
<b>Engineering Tradesman C14</b>	924.75	943.25
<b>Engineering Tradesman C13</b>	953.80	972.90
<b>Engineering Tradesman C12</b>	993.30	1,013.20
<b>Engineering Tradesman C11</b>	1,029.90	1,050.50
<b>Engineering Tradesman C10</b>	1,088.70	1,110.50
<b>Engineering Tradesman C10 (Qualified)</b>	1,197.60	1,221.60
<b>Engineering Tradesman C9</b>	1,237.85	1,262.65
<b>Engineering Tradesman C8</b>	1,277.80	1,303.40
<b>Engineering Tradesman C7</b>	1,314.25	1,340.55
<b>Engineering Tradesman C6</b>	1,394.45	1,422.35
<b>Engineering Tradesman C5</b>	1,433.50	1,462.20
<b>Engineering Tradesman C4</b>	1,474.70	1,504.20
<b>Engineering Tradesman C3</b>	1,554.90	1,586.00
<b>Engineering Tradesman C2 (a)</b>	1,595.35	1,627.30
<b>Engineering Tradesman C2 (b)</b>	1,667.60	1,701.00
<b>Workshop Supervisor Level 1 (122% of highest paid employee supervising)</b>	1,558.95	1,590.15
<b>Workshop Supervisor Level 2 (115% of Engineering Trade C8)</b>	1,469.50	1,498.95
<b>Trainer/Supervisor/Coordinator- Technical (107% of Engineering Trade C8)</b>	1,367.25	1,394.65

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

<b>Classification</b>	<b>From first pay period on or after 1/07/2021 (\$ per week)</b>	<b>From first pay period on or after 1/07/2022 (\$ per week)</b>
<b>Building Worker - BW1(a)</b>	975.80	995.35
<b>Building Worker - BW1(b)</b>	997.70	1,017.70
<b>Building Worker - BW1(c)</b>	1,012.30	1,032.55
<b>Building Worker - BW1 (d)</b>	1,029.90	1,050.50
<b>Building Worker – BW2</b>	1,056.20	1,077.35
<b>Building Tradesman - BT1</b>	1,088.70	1,110.50
<b>Building Tradesman - BT1 (Qualified)</b>	1,197.60	1,221.60
<b>Building Tradesman - BT2</b>	1,237.85	1,262.65
<b>Building Tradesman - BT3</b>	1,277.80	1,303.40

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

Section 1

General Scale

Classification	From first pay period on or after 1/07/21 (\$ per annum)	From first pay period on or after 1/07/22 (\$ per annum)
Level 1.1	58,435	59,604
Level 1.2	59,387	60,575
Level 1.3	60,908	62,126
Level 1.4	62,332	63,579
Level 1.5	63,759	65,034
Level 1.6	64,989	66,289
Level 2.1	66,437	67,766
Level 2.2	67,861	69,218
Level 2.3	69,286	70,672
Level 2.4	70,713	72,127
Level 3.1	72,136	73,579
Level 3.2	73,043	74,504
Level 3.3	74,468	75,957
Level 3.4	75,892	77,410
Level 4.1	77,318	78,864
Level 4.2	78,743	80,318
Level 4.3	79,979	81,579
Level 4.4	81,405	83,033
Level 5.1	82,827	84,484
Level 5.2	84,059	85,740
Level 5.3	85,486	87,196
Level 6.1	87,861	89,618
Level 6.2	90,237	92,042
Level 6.3	92,614	94,466
Level 7.1	94,989	96,889
Level 7.2	97,616	99,568
Level 7.3	100,429	102,438
Level 8.1	103,804	105,880
Level 8.2	107,134	109,277
Level 8.3	110,367	112,574
Level 8.4	113,353	115,620
Level 8.5	116,226	118,551



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

**Section 1 – Junior Rates**

Classification	From first pay period on or after 1/07/2021 (\$ per annum)	From first pay period on or after 1/07/2022 (\$ per annum)
<b>Under 17 years</b>	32,139	32,782
<b>17 years</b>	35,061	35,762
<b>18 years</b>	40,905	41,723
<b>19 years</b>	46,748	47,683
<b>20 years</b>	52,592	53,644

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

**Section 5 – Junior Rates**

Classification	From first pay period on or after 1/07/2021 (\$ per week)	From first pay period on or after 1/07/2022 (\$ per week)
<b>LAE Level 1 &lt; 18 Years 60%</b>	596.45	608.40
<b>LAE Level 1 18-19 Years 75%</b>	745.55	760.50

**Apprentices and Trainees**

**Engineering Apprentices**

Classification	From first pay period on or after 1/07/2021 (\$ per week)	From first pay period on or after 1/07/2022 (\$ per week)
<b>Year 1 - 40%</b>	435.50	444.20
<b>Year 2 - 55%</b>	598.80	610.80
<b>Year 3 - 75%</b>	816.55	832.90
<b>Year 4 - 90%</b>	978.85	999.45

**Engineering Adult Apprentices**

Classification	From first pay period on or after 1/07/2021 (\$ per week)	From first pay period on or after 1/07/2022 (\$ per week)
<b>Year 1 - 75%</b>	816.55	832.90
<b>Year 2 - 80%</b>	871.00	888.40
<b>Year 3 - 84%</b>	914.55	932.85
<b>Year 4 - 90%</b>	979.85	999.45

**Building Apprentices**

Classification	From first pay period on or after 1/07/2021 (\$ per week)	From first pay period on or after 1/07/2022 (\$ per week)
<b>Year 1 - 40%</b>	435.50	444.20
<b>Year 2 - 55%</b>	598.80	610.80
<b>Year 3 - 75%</b>	816.55	832.90
<b>Year 4 - 90%</b>	979.85	999.45

**Trainees – Wage Level A**

Classification	From first pay period on or after 1/07/2021 (\$ per week)			From first pay period on or after 1/07/2022 (\$ per week)		
	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12
	274.55	345.30		280.05	352.20	
	322.05	395.00	459.35	328.50	402.90	468.55
plus 1 year out of school	379.10	459.35	533.30	386.70	468.55	543.95
plus 2 years out of school	459.35	533.30	620.95	468.55	543.95	633.35
plus 3 years out of school	533.30	620.95	713.85	543.95	633.35	728.15
plus 4 years out of school	620.95	713.85		633.35	728.15	
5 years or more out of school	713.85			728.15		

**Trainees – Wage Level B**

Classification	From first pay period on or after 1/07/2021 (\$ per week)			From first pay period on or after 1/07/2022 (\$ per week)		
	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12
	274.55	345.30		280.05	352.20	
	322.05	395.00	449.85	328.50	402.90	458.85
plus 1 year out of school	395.00	449.85	517.45	402.90	458.85	527.80
plus 2 years out of school	449.85	517.45	607.20	458.85	527.80	619.35
plus 3 years out of school	517.45	607.20	694.80	527.80	619.35	708.70
plus 4 years out of school	607.20	694.80		619.35	708.70	
5 years or more out of school	694.80			708.70		

**Trainees – Wage Level C**

Classification	From first pay period on or after 1/07/2021 (\$ per week)			From first pay period on or after 1/07/2022 (\$ per week)		
	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12
	274.55	345.30		280.05	352.20	
	322.05	395.00	458.30	328.50	402.90	467.45
plus 1 year out of school	403.40	458.30	513.20	411.45	467.45	523.45
plus 2 years out of school	458.30	513.20	577.65	467.45	523.45	589.20
plus 3 years out of school	513.20	577.65	647.30	523.45	589.20	660.25
plus 4 years out of school	577.65	647.30		589.20	660.25	
5 years or more out of school	647.30			660.25		

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 1/07/2021 (\$ per annum)	From first pay period on or after 1/07/2022 (\$ per annum)	From first pay period on or after 1/07/2021 (\$ per annum)	From first pay period on or after 1/07/2022 (\$ per annum)	From first pay period on or after 1/07/2021 (\$ per annum)	From first pay period on or after 1/07/2022 (\$ per annum)	From first pay period on or after 1/07/2021 (\$ per annum)	From first pay period on or after 1/07/2022 (\$ per annum)
8	218,101	222,463	214,116	218,398	172,507	175,957	141,754	144,589
	214,025	218,306	210,124	214,326	169,347	172,734	139,208	141,992
	209,948	214,147	206,125	210,248	166,192	169,516	136,667	139,400
7	205,872	209,989	202,132	206,175	163,034	166,295	134,123	136,805
	201,795	205,831	198,135	202,098	159,868	163,065	131,580	134,212
	197,723	201,677	194,143	198,026	156,708	159,842	129,038	131,619
6	193,650	197,523	190,149	193,952	153,548	156,619	126,496	129,026
	189,571	193,362	186,152	189,875	150,386	153,394	123,955	126,434
	185,498	189,208	182,156	185,799	147,224	150,168	121,409	123,837
5	181,420	185,048	178,160	181,723	144,066	146,947	118,871	121,248
	177,343	180,890	174,166	177,649	140,906	143,724	116,324	118,650
	173,272	176,737	170,172	173,575	137,744	140,499	113,783	116,059
4	169,191	172,575	166,169	169,492	134,589	137,281		
	165,117	168,419	162,174	165,417	131,425	134,054		
	161,044	164,265	158,183	161,347	128,270	130,835		

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 1/07/2021 (\$ per annum)	From first pay period on or after 1/07/2022 (\$ per annum)	From first pay period on or after 1/07/2021 (\$ per annum)	From first pay period on or after 1/07/2022 (\$ per annum)	From first pay period on or after 1/07/2021 (\$ per annum)	From first pay period on or after 1/07/2022 (\$ per annum)	From first pay period on or after 1/07/2021 (\$ per annum)	From first pay period on or after 1/07/2022 (\$ per annum)
3	156,968	160,107	154,187	157,271	125,105	127,607		
	152,890	155,948	150,195	153,199	121,944	124,383		
	148,815	151,791	146,196	149,120	118,783	121,159		
2	144,738	147,633	142,200	145,044	115,630	117,943		
	140,672	143,485	138,207	140,971	112,447	114,696		
	136,590	139,322	134,211	136,895	109,129	111,312		
1	132,517	135,167	130,212	132,816	105,764	107,879		
	128,442	131,011	126,216	128,740	102,284	104,330		
	124,364	126,851	122,221	124,665	98,802	100,778		

**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 payed 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 Director 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)

}  
}

-----  
**AARON JOHANSSON**  
(Printed Name)  
Chief Executive Officer

}

-----  
**CHIEF EXECUTIVE OFFICER**  
(Title)

In the presence of }  
}

}  
}

-----  
(Signature)

}

-----  
**AMY RUSSELL**  
(Printed Name)



Signed for and on behalf of the }  
}

Australian Workers Union of Employees,  
Queensland }  
}

-----  
(Signature)

STEPHEN KENNETH BAKER

(Printed Name)

Secretary

QUEENSLAND SECRETARY

(Title)

In the presence of }  
}

-----  
(Signature)

BREANNA BEATTIE

(Printed Name)

03/09/21



Signed for and on behalf of the }

Queensland Services, Industrial Union of }  
Employees }

-----  
(Signature)

}  
}  
}  
}

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**NEIL HENDERSON**  
(Printed Name)  
Secretary  
**SECRETARY**  
-----  
(Title)

In the presence of }

}  
}  
}

-----  
(Signature)  
-----  
**MICHELLE ROBERTSON**  
(Printed Name)



Signed for and on behalf of the }

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

-----  
(Signature)

}  
}

-----  
ROHAN WEBB  
(Printed Name)  
State Secretary

}

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AMWU STATE SECRETARY QLD/NT  
(Title)

In the presence of }

}  
}

-----  
(Signature)

}

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MINAMI ROSE  
(Printed Name)



Signed for and on behalf of the }

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

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(Signature)

}  
}  
}

-----  
KANE LOWTH  
(Printed Name)

Assistant State Secretary

}

-----  
(Title)

In the presence of }

}  
}

-----  
(Signature)

}

-----  
EMMA EAVES

(Printed Name)



Signed for and on behalf of the }  
}

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

-----  
(Signature)

}

}

-----  
(Printed Name)

Branch Assistant Secretary

}

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(Title)

In the presence of }  
}

}

}

-----  
(Signature)

}

-----  
(Printed Name)

Signed for and on behalf of the }  
}

Plumbers and Gasfitters Employees; Union }  
Queensland, Union of Employees }  
}

-----  
(Signature)

}  
}

-----  
GARY O'HALLORAN  
(Printed Name)

}

-----  
STATE SECRETARY  
(Title)

In the presence of }  
}

}  
}

-----  
(Signature)

}

-----  
SHARI CHARRINGTON  
(Printed Name)

