

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999 – s. 156 – certification of an agreement*

Charters Towers Regional Council Union Collective Certified Agreement 2009

*Matter No. CA/2010/11*

Commissioner Fisher

26 August 2010

CERTIFICATE

This matter coming on for hearing before the Commission on 19 and 26 August 2010 the Commission certifies the following written agreement:

Charters Towers Regional Council Union Collective Certified Agreement 2009 – CA/2010/11 as amended.

Made between:

Charters Towers Regional Council; AND  
The Australian Workers' Union of Employees, Queensland;  
Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;  
Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees;  
Queensland Services, Industrial Union of Employees;  
The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees;  
The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland; and  
The Electrical Trades Union of Employees Queensland.

The agreement was certified by the Commission on 26 August 2010 and shall operate from 26 August 2010 until its nominal expiry on 16 March 2012. (The parties have agreed the rates of pay will take effect from 17 February 2010).

This agreement replaces CA/2008/311 - Charters Towers Regional Council Interim Certified Agreement 2008.

By the Commission.

Commissioner Fisher

## QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999* – s. 156 – certifying an agreement

**Charters Towers Regional Council**  
**ABN 67 731 313 583**  
**CA/ 2010/11**

**CHARTERS TOWERS REGIONAL COUNCIL UNION COLLECTIVE CERTIFIED AGREEMENT 2009**

## APPLICATION FOR CERTIFICATION OF AGREEMENT

This Agreement, made under the *Industrial Relations Act 1999* on 30 July 2010 between Charters Towers Regional Council ABN 67 731 313 583 and The Australian Workers' Union of Employees, Queensland; Queensland Services, Industrial Union of Employees; Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland; The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees; The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland; Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees; and The Electrical Trades Union of Employees Queensland witnesses that the parties mutually agree as follows:

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#### **PART 1 – PRELIMINARY**

##### **1.1 Title**

This Agreement shall be known as Charters Towers Regional Council Union Collective Certified Agreement 2009.

##### **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 employees and The Australian Workers' Union of Employees, Queensland; Queensland Services, Industrial Union of Employees; Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland; The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees; The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland; Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees; and The Electrical Trades Union of Employees Queensland.

#### **1.4 Date of Operation**

This Agreement shall operate from the date of certification with an expiry date of 16 March 2012.

#### **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 Local Area Network.

#### **1.7 Relationship to Parent Awards**

This Agreement shall be read and interpreted wholly in conjunction with the Local Government Employees (Excluding Brisbane City Council) Award – State 2003, Engineering Award – State 2002, The Building Trades (Public Sector) Award – State 2002, and the Queensland Local Government Officers' Award 1998, 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 Local Government Employment Group**

The Local Government Employment Group (LGEG) has been established for the purpose of negotiating an enterprise agreement in accordance with the principles of the Queensland Industrial Relations Commission.

The LGEG 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:

- Develop, negotiate and agree upon the new industrial instruments;
- Develop recommendations on how existing industrial instruments will apply to new employees pending new industrial instruments being finalised;
- Develop the framework for employment matters during transition; and
- 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 LGEG 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**

Clause 1.9 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the Union.

##### *1.9.1 Documentation to be provided by employer*

At the point of engagement, the Employer shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the Employer in a place readily accessible by the employee.

The document provided by the Employer shall also identify the existence of a Union encouragement clause in this Agreement.

##### *1.9.2 Union delegates*

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

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

### **1.10 Facilities**

The following facilities will be made available to employees involved in any consultative forum set up in accordance with this Agreement:

- necessary time off at normal remuneration, such time to be deemed as normal service, for preparation, attendance at meetings, reporting back and travel to and from meetings,
- as required, access to administration facilities such as a word processor, photocopier, postal system, telephone and storage facility,
- a room with appropriate facilities will be provided for discussions and meetings relating to consultative forums established under this Agreement.

## **PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT**

### **2.1 Grievance Settlement Procedure**

- 2.1.1 In the event of any dispute arising as to the interpretation or application of this Agreement, the following procedure will apply. Except where a bona fide health and safety issue is involved, the parties shall ensure the continuation of work and customary work practices.
- 2.1.2 Where a bona fide health and safety issue exists, an employee shall not work in an unsafe environment but where appropriate, shall accept reassignment to alternative suitable work/work environment in the meantime.
- 2.1.3 The objectives of the procedure shall be to promote the resolution of disputes, or matters that may give rise to an industrial dispute, by measures based on consultation, co-operation and discussion; to reduce the level of industrial confrontation, and to avoid interruption to the performance of work and the consequential loss of production and wages.
- 2.1.4 A party to the dispute may appoint another person, organisation, including a union, or association to accompany or represent them in relation to the dispute.
- 2.1.5 Depending on the issues involved, a procedure involving up to three stages of discussion shall apply. These are:
- 2.1.5.1 Discussions between the employee/s concerned and at the employee's request their nominated representative, and the immediate supervisors.
- 2.1.5.2 Discussions involving the employee/s and at the employees request their nominated representative and the more senior management.
- 2.1.5.3 Discussions involving the employee/s and at the employees request their nominated representative and the CEO or Council representative.
- 2.1.6 There shall be an opportunity for any party to raise the issue to a higher stage.
- 2.1.7 There shall be a commitment by the parties to achieve adherence to this procedure. This should be facilitated by the earliest possible advice by one part to the other of any issue or problem, which may give rise to a grievance or dispute.
- 2.1.8 Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.
- 2.1.9 Sensible time limits shall be allowed for the completion of the various stages of the discussions.
- 2.1.10 In the event that the preceding steps have failed to resolve the dispute, either party to this Agreement may refer the dispute to the Queensland Industrial Relations Commission for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary the Queensland Industrial Relations Commission may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions, which are necessary to make the arbitration effective.
- 2.1.11 It is the intention of the parties that in fulfillment of this clause, the Queensland Industrial Relations Commission shall exercise the functions and powers normally associated with private arbitration. Accordingly, the parties

expressly confer upon the Queensland Industrial Relations Commission, the full range of conciliation and arbitration powers necessary to resolve the matter or matters in dispute.

2.1.12 The decision of the Queensland Industrial Relations Commission will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

## **2.2 Payroll Deductions**

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

## **2.3 Redeployment / Retraining / Redundancy**

The following clause shall apply to Redeployment/Retraining/Redundancy except in the case where Council has been denied Main Roads Contractual work in the regular annual minimum amount (a minimum of \$3.0 million for Agreed Price Contracts (APC's)) and where no substitute or replacement of same has been accessed, in which case any and all redundancies shall be dealt with in terms of the relevant Award and Local Government Workforce Transition Code of Practice – 2007 as a minimum.

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*

Redeployment is a process of transferring employees to alternative positions within Council, where their existing position has been declared redundant.

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.

Redundancy - A position becomes redundant when the Council's need for work of a particular kind at a location has diminished or ceased.

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.

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.

Completed years of service for the purpose of this clause shall mean continuous service with Local Government together with any Long Service Leave balance at the time of redeployment/retraining/redundancy.

Notice of redundant position means the formal advice to the employee that their position is to become redundant. Any employees whose positions are to be made redundant and their unions shall receive a minimum of twenty-eight (28) days formal notification of impending redundancy.

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.

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).

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:

2.3.2.1 To maintain, where possible, employees whose positions have become redundant in continued employment within the Council;

2.3.2.2 To retrain such employees where necessary;

- 2.3.2.3 To pay monetary compensation to such employees who are unable to be redeployed and whose employment is to be terminated;
- 2.3.2.4 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:

- 2.3.3.1 the reasons for the position or positions being redundant;
- 2.3.3.2 the number, classification, location and details of the redundant positions;
- 2.3.3.3 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 to be interpreted that the industrial organization will always be provided the above information.

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

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

### 2.3.4 *Exceptions*

This Agreement shall not apply in any of the following circumstances:

- 2.3.4.1 Where an employee terminates employment before the expiration of the period of notice without prior approval of the Council, which approval shall not be unreasonably withheld; or
- 2.3.4.2 Where an employee suffers a permanent injury or illness which renders that employee otherwise incapable of continuing in employment; or
- 2.3.4.3 Where an employee's services are terminated by reason of neglect of duty or misconduct; or
- 2.3.4.4 Where an employee has been engaged in a casual capacity or on a short-term basis, such as project employment.

### 2.3.5 *Redeployment*

- 2.3.5.1 The Council shall endeavour to find suitable alternative employment within Council for all employees shall be individually interviewed to determine what options may exist for their retraining for Council.
- 2.3.5.2 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.
- 2.3.5.3 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*

- 2.3.6.1 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.

- 2.3.6.2 The Council may, at its discretion, 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.
- 2.3.6.3 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.
- 2.3.6.4 Eligible employees are those for whom:
- 2.3.6.4.1 suitable alternative employment cannot be found; or
  - 2.3.6.4.2 whose application for voluntary retrenchment under clause 2.3.6.2 of this Agreement has been accepted
- 2.3.6.5 Compensation by way of a redundancy benefit is compensation for loss of job security and it is not a resignation benefit.
- 2.3.6.6 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. The employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- 2.3.6.7 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) days before possible termination date.
- 2.3.6.8 Council will meet financial planning costs of up to \$500 for any employee subject to retrenchment.

## **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;

- training and educating employees and providing retraining where appropriate.
- career development,
- using natural attrition and reallocation after consultation in preference to retrenchment or redundancy,
- timely advice to employees and all involved, about any significant reallocation of labour,
- the Council continuing to manage its workforce in order to minimise the need for involuntary labour reductions in the future,
- 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:

- In the event of a critical shortage of skilled staff
- The lack of available infrastructure capital and the cost of providing technology
- 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.



## **PART 3 – WAGES AND ALLOWANCES**

### **3.1 Salary Sacrifice**

Employees may elect to take their salary by means other than money by way of a salary sacrifice arrangement. The CEO, on behalf of Council, and an employee, may agree in writing, that the employee can sacrifice a part of their salary to benefits agreed between the parties, limited to superannuation. Any existing salary sacrifice arrangements shall be honoured for the term of this Agreement.

The salary of the employee for the purpose of any allowances or payments which are directly related to the employee's salary shall be the pre-salary sacrifice rate of pay, that is, the salary set out in this Agreement as subsequently increased in accordance with this Agreement.

The Council encourages the employees to seek independent financial advice prior to entering into any salary sacrifice arrangements.

All salary sacrifice agreements will be subject to any Federal taxation laws and rulings affecting salary sacrifice arrangements that may be introduced or amended from time to time, and (in the case of superannuation) to the requirements of the Local Government Superannuation Scheme.

### **3.2 Higher Duties**

This clause will apply where an employee covered by the provisions of the Local Government Employees (Excluding Brisbane City Council) Award – State 2003, Engineering Award – State 2002, or the Building Trades (Public Sector) Award – State 2002, is required to perform the duties of a position covered by the provisions of the Queensland Local Government Officers' Award 1998.

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, to the first year of service, however entitlements and conditions of employment shall remain as per their base Award.

### **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 4.5% will be applied to all base rates from the first pay period commencing on or after 17 February 2010, 17 February 2011, and 17 February 2012 respectively.

### **3.4 Industrial Agreement – Water/Sewerage Employees**

The Charters Towers Regional Council Union Collective Certified Agreement 2009 recognises and shall apply specified conditions and benefits previously applied to employees working at the Water and Sewerage Plants as employed under the Charters Towers City Council State Certified Agreement 2000/01 and then the Charters Towers Regional Council Interim Certified Agreement 2008. The Industrial Agreement – Water/Sewerage Employees is attached as Schedule 3.

Schedule 3 details only those conditions of employment that are over and above the Local Government Employees Award.

The Charters Towers Regional Council Union Collective Certified Agreement 2009 amends a number of conditions that will affect new employees but has no detrimental affect on existing employees.

### **3.5 Allowances**

#### *3.5.1 Camp Allowance*

The payment for Camp Allowance will be \$32.00 per night for all employees required to camp in Council provided camp facilities. This is in substitution of Clause 12.6 of the Officer Award, Clause 5.9 of the Employees Award, Clause 8.1 of the Building Trades Award and Clause 8.1.1(c) of the Engineering Award. 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*

3.5.2.1 The on-call allowance is \$30.00 per day shall be paid to each employee appointed to be on-call.

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

3.5.2.3 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.

3.5.2.4 This allowance is in substitution of Clause 12.2 - Availability Allowance of the Officers Award, and Clause 5.8.15 – On Call Allowance of the Employees Award.

### 3.5.3 *Leading Hand*

3.5.3.1 Leading hand allowance for appointed leading hand positions shall be paid as \$1.50 per hour.

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

3.5.3.3 This allowance is in substitution of Clause 5.2.19 of the Building Trades Award, Clause 5.8.21 of the Engineering Award, Clause 5.8.23 of the Employees Award

### 3.5.4 *Scratchings Allowance*

Saleyard staff required to undertake tick "scratching" to detect the presence of ticks on cattle by hand shall be paid an allowance of \$1.50 per hour while undertaking this task.

### 3.5.5 *First Aid Allowance*

An employee who has been trained to render first aid and who is the current holder of an appropriate first aid qualification, such as a Certificate from the St. John's Ambulance or similar body, shall be paid a weekly allowance of \$13.50 if the employee is appointed by Council to perform first aid duty. This allowance is in substitution of Clause 5.2.16 of the Building Trades Award, Clause 5.8.15 of the Engineering Award, Clause 5.8.11 of the Employees Award and Clause 12.8 of the Officers Award

## **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;

4.1.2.1 A nine day fortnight will be worked for all employees under the Building Trades Award, the Engineering Award, and the Employees Award;

4.1.2.2 A nine day fortnight will be worked by those Officer Award employees employed to work as Foreman and Supervisors who are required to work the same hours as Building Trades Award, Engineering Award, or Employees Award employees;

4.1.2.3 A nine day fortnight will be worked by other Officer Award employees currently working a nine day fortnight;

4.1.2.4 A nine day fortnight will be worked by other Officer Award positions as determined from time to time in accordance with operational planning, and determined prior to advertisement of the position

4.1.2.5 A nineteen day month may be worked by all employees not covered in 4.1.2.1 to 4.1.2.4 above.

4.1.2.6 It is agreed that the Rostered Day Off shall generally apply as to ensure that Council can respond to Community requirements

4.1.2.7 Any changes to the above roster shall be done with the consent of the parties.

4.1.2.8 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.

#### 4.1.5 *Crib Breaks – Engineering Award*

Where rest/meal/crib breaks are taken as required under clauses 6.7.2(a) and 6.7.2(d) of the Engineering Award no deduction of pay shall be made

#### 4.1.6 *Call-Out*

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. This is in substitution of Clauses 6.5.8 of the Employees Award, Clause 15.6 of the Officers Award, Clause 6.3.4 of the Building Award, and Clause 6.9 of the Engineering Award.

#### 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 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*

4.2.1.1 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.

- 4.2.1.2 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 reasonably 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*

- 4.2.2.1 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 Clauses 4.2.1.1 and 4.2.1.2 of this Agreement. All employees shall be entitled to accrue time in lieu of overtime of less than one (1) day at the employees' request.

- 4.2.2.2 In respect of clause 4.2.2.1, 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.

- 4.2.2.3 The number of hours to be accrued in lieu shall be in accordance with Clause 5.7.4 of this Agreement.

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

## **PART 5 – LEAVE**

### **5.1 Personal/Sick Leave**

#### 5.1.1 *Entitlement*

- 5.1.1.1 Employees Award, Building Trades Award, and Engineering Award employees – each employee shall be entitled during each year of employment to ten (10) days sick leave in substitution of substitution of Clause 7.2.1 of the Building Trades Award, Clause 7.2.1 of the Engineering Award, and Clause 7.2.1 of the Employees Award.

- 5.1.1.2 Officer Award Employees - each employee shall be entitled during each year of employment to fifteen (15) days personal leave in accordance with 24.2.2 of the Award.

- 5.1.1.3 No maximum payment: There is to be no limit to maximum payment of personal/sick leave absence in any one year as referred to in the relevant Award.

#### 5.1.2 *Personal Leave / Special Responsibility Leave*

- 5.1.2.1 Personal/Special Responsibility leave taken and paid as Sick Leave that in any instance exceeds two (2) consecutive days shall require the production of a medical certificate or statutory declaration to establish the illness of the person concerned;

- 5.1.2.2 Special Responsibility leave for periods exceeding the Family Leave Award 2003 provision of five (5) days per annum shall be with the approval of the Chief Executive Officer or his delegate, and requires the production of a medical certificate or statutory declaration as stated in Clause 5.1.2.1. Such applications shall be determined on a case-by-case basis by CEO and shall not be unreasonably refused.

- 5.1.2.3 The taken leave shall be deducted from the sick leave credits available to the employee; and

- 5.1.2.4 Leave taken is to be indicated as Carers Leave on the employee's time sheet

### **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 entitlement at the completion of each year of employment and upon termination prior to a full year of employment an amount equal to one-ninth of ordinary pay for the period of employment calculated in accordance with subclause 23.6.2 of the Queensland Local Government Officer's Award 1998.

### 5.2.2 *Application for leave*

5.2.2.1 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. Any application refused shall follow the grievance procedure.

5.2.2.2 It is acknowledged that emergent circumstances full notice in accordance with Clause 5.2.2.1 may not be achievable and in which case the application shall be dealt with expeditiously and on its merits.

### 5.2.3 *Payment*

It is agreed that employees may specify on leave application forms, whether payments for annual leave or long service leave are to be paid in a lump sum upon commencement of leave or periodically in accordance with existing pay periods, during leave.

### 5.2.4 *Periods of less than one (1) day*

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

### 5.2.5 *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.

## 5.3 **Bereavement Leave**

Employees may be granted up to two (2) days bereavement leave, on full pay on each occasion, where the deceased person was a member of an employee's immediate family in any of the circumstances listed below:

- wife
- husband
- father
- father-in-law
- Brother
- child or step child
- step-father
- step-mother
- step-brother
- Brother-in-law
- son-in-law
- grandfather
- grandson
- de facto wife
- de facto husband
- mother
- mother-in-law
- Sister
- half-sister
- half-brother
- step-sister
- sister-in-law
- daughter-in-law
- grandmother
- grand-daughter
- Same sex partner

This shall be subject to the production on request, of satisfactory evidence of death to the employer or the completion of a statutory declaration under the provisions of the Oaths Act.

Should additional leave, over and above two 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**

As at 14 March 2008 all Charters Towers Regional Council employees shall have existing entitlement recognized and preserved and from 15 March 2008 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.

## **5.5 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.

1. 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.
2. 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.
3. 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.

Any leave which has been cashed out will result in the appropriate adjustments being made to the employee's time end wages record, so that the employee has no further entitlement to the period of leave for which they have received a monetary payment.

## **5.6 Paid Parental Leave**

- 5.6.1 The provisions of the Queensland Local Government Officer's Award 1998 and Family Leave Award 2003 shall apply to parental leave and be additional to the provisions under the employee's relevant Award.
- 5.6.2 The provisions of this Clause shall not apply to casual officers, eligible casual employees, temporary officers or officers whose employment is for a specified term.
- 5.6.3 This Clause shall apply to full time employees or part time employees.
- 5.6.4 Continuous Service for the purposes of this Clause means continuous service with Dalrymple Shire Council or Charters Towers City Council immediately prior to amalgamation to form Charters Towers Regional Council
- 5.6.5 The payment of parental leave shall be inclusive of, but not additional to, the fifty-two (52) weeks allowed under the relevant Award provisions.
- 5.6.6 Parental leave may be paid leave as follows;
  - 5.6.6.1 Where immediately before the employee commences parental leave she or he has three (3) years continuous service but less than four (4) years continuous service then the four (4) weeks of the parental leave will be paid;
  - 5.6.6.2 Where immediately before the employee commences parental leave she or he has four (4) years continuous service but less than five (5) years continuous service then the five (5) weeks of the parental leave will be paid;
  - 5.6.6.3 Where immediately before the employee commences parental leave she or he has five (5) years or more continuous service then the six (6) weeks of the parental leave will be paid.

Provided that in any event the officer has 12-months continuous service (full-time or part-time) after the completion of any previous parental leave irrespective of the duration of that leave.
- 5.6.7 The paid component of parental leave may be taken at half-pay upon request.
- 5.6.8 Parental leave whether paid or unpaid shall be continuous, that is unbroken.
- 5.6.9 Part-time employees shall be eligible for paid parental leave paid on pro-rata basis of the average weekly ordinary hours for the preceding 12-months.
- 5.6.10 Leave entitlements as provided by the relevant Award continue to accrue during the period of paid parental leave.

5.6.11 Superannuation contribution and the insurance coverage and contribution provisions of the Scheme shall be provided as set out in the Rules of the Scheme.

5.6.12 Where it is required that the employee communicate with Council as to the commencement, duration, changes and return from Parental leave, Council shall respond to such communication within a reasonable time frame, but no more than four (4) weeks after receiving same.

## **5.7 Leave Accumulation**

5.7.1 Annual Leave – 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.

5.7.2 Long Service Leave – 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.

5.7.3 Personal/Sick Leave - It is agreed that there shall be no limit on the accumulation of personal/sick leave entitlement,

5.7.4 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.

5.7.5 Clause 5.7.4 shall not apply to the preserved maximum accrual of five days Wet TIL for use in times of wet weather or natural disaster as provided under clause 5.9 below.

## **5.8 Service Leave**

Leave may be granted to an employee to attend camps, courses or schools of Her Majesty's Naval, Military or Air 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.

## **5.9 Wet Time off in Lieu**

The parties agree that all staff shall be permitted to accumulate up to five (5) days of banked time that may only be used in periods of wet weather or natural disaster when work can not be safely or properly undertaken or when the employee is required by necessity to remain at home, or is unable to travel to work with a reasonable level of safety, or must return home before the usual ceasing time. These five days (38 hours or 36.25 hours dependant on the normal hours of duty of the employee) are the maximum amount of Wet Time off in Lieu (Wet TIL) that can be accrued.

Wet TIL can be accumulated through the time in lieu provisions detailed in Clause 4.2 Overtime – Time off In Lieu.

Ordinary TIL and Wet TIL are banked into a joint bank, and as such are indistinguishable once banked.

A decision on whether employees are required to attend work/remain at work due to wet weather will be made by the Chief Executive Officer or a Director.

Where, due to events such as flooding or natural disaster, the employee must, by necessity, remain at home to safeguard the employees family or property, or the employee is unable to travel to work with a reasonable level of safety; or the employee is required to return home before the employees usual ceasing time to ensure personal safety or the protection of the employees family or property the employee, must notify their immediate supervisor as soon as possible. In the event that the supervisor is not contactable the employee must contact the general Charters Towers Regional Council Administration Centre telephone number.

## **5.10 Trade Union Training Leave**

Upon written application by an employee to Council such application being endorsed by the Union and giving to Council at least one month's notice, such employee 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 clause 5.10. For the purposes of clause 5.10, "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.

5.10.1 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.

5.10.2 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.

5.10.3 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.

5.10.4 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.

5.10.5 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.

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

## **PART 6 – MISCELLANEOUS PROVISIONS**

### **6.1 No Extra Claims**

6.1.1 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.

6.1.2 The only exceptions to clause 6.1.1 are cases number A/2008/7 and A/2009/2 before the Queensland Industrial Relations Commission in which the AWU and the FEDFA are seeking amendments to the Local Government Employees (Excluding Brisbane City Council) Award State 2003. Should the application be successful Council agrees to implement the changes accordingly.

### **6.2 Medical Examinations**

6.2.1 All new employees are to undertake a 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 a specific job.

6.2.2 Council will cover the cost of the examination. A record of the medical examination shall be forwarded to the Council and kept on the confidential payroll file for record purposes.

### **6.3 Training and Development**

6.3.1 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:

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

6.3.2 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.

6.3.3 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, that:

- Satisfy organisational development needs
- Are directly related to employees' work areas



- Provide skills appropriate to employee career paths
- 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.

6.3.4 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 (see Schedule 3) 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 the Local Government Employees (Excluding Brisbane City Council) Award State 2003.

#### **6.5 Uniforms**

It is agreed that a uniform policy will be developed consultatively during the life of this Agreement to foster team spirit amongst employees and to project a positive public relations image.

### **SCHEDULE 1 WAGES AND SALARIES**

#### **Local Government Employees (Excluding Brisbane City Council) Award – State 2003**

Classification	From 17/02/2010 (\$ per week)	From 17/02/2011 (\$ per week)	From 17/02/2012 (\$ per week)
<b>Level 1 (First 6 months)</b>	758.55	792.70	828.40
<b>Level 1 (Thereafter)</b>	772.50	807.30	843.65
<b>Level 2</b>	786.40	821.80	858.80
<b>Level 3</b>	800.25	836.30	873.95
<b>Level 4</b>	814.30	850.95	889.25
<b>Level 5</b>	830.80	868.20	907.30
<b>Level 6</b>	858.75	897.40	937.80
<b>Level 7</b>	886.50	926.40	968.10
<b>Level 8</b>	911.80	952.85	995.75
<b>Level 9</b>	939.60	981.90	1026.10

## Engineering Award – State 2002

Classification	From 17/02/2010 (\$ per week)	From 17/02/2011 (\$ per week)	From 17/02/2012 (\$ per week)
Engineering Tradesman C14	776.15	811.10	847.60
Engineering Tradesman C13	800.75	836.80	874.50
Engineering Tradesman C12	833.75	871.30	910.55
Engineering Tradesman C11	864.45	903.40	944.10
Engineering Tradesman C10 (Qualified)	913.95	955.10	998.10
Engineering Tradesman C10	830.80	868.20	907.30
Engineering Tradesman C9	944.60	987.15	1031.60
Engineering Tradesman C8	975.15	1019.05	1064.95
Engineering Tradesman C7	1002.95	1048.10	1095.30
Engineering Tradesman C6	1064.20	1112.10	1162.15
Engineering Tradesman C5	1094.05	1143.30	1194.75
Engineering Tradesman C4	1125.45	1176.10	1229.05
Engineering Tradesman C3	1186.65	1240.05	1295.90
Engineering Tradesman C2 (a)	1217.45	1272.25	1329.55
Engineering Tradesman C2 (b)	1272.70	1330.00	1389.85
Workshop Supervisor Level 1 (122% of highest paid employee supervising)	1189.70	1243.25	1299.25
Workshop Supervisor Level 2 (115% of Engineering Trade C8)	1121.45	1171.95	1224.70
Trainer/Supervisor/Coordinator-Technical (107% of Engineering Trade C8)	1043.45	1090.40	1139.50

## The Building Trades (Public Sector) Award – State 2002

Classification	From 17/02/2010 (\$ per week)	From 17/02/2011 (\$ per week)	From 17/02/2012 (\$ per week)
Building Tradesman - BT1 (Qualified)	913.95	955.10	998.10
Building Tradesman - BT1	830.80	868.20	907.30
Building Tradesman - BT2	944.60	987.15	1031.60
Building Tradesman - BT3	975.15	1019.05	1064.95
Building Worker - BW1(a)	744.65	778.20	813.25
Building Worker - BW1(b)	761.30	795.60	831.45
Building Worker - BW1(c)	772.50	807.30	843.65
Building Worker - BW1 (d)	785.85	821.25	858.25
Building Worker – BW2	805.90	842.20	880.10

**Queensland Local Government Officers' Award 1998  
General Scale**

<b>Classification</b>	<b>From 17/02/2010 (\$ per annum)</b>	<b>From 17/02/2011 (\$ per annum)</b>	<b>From 17/02/2012 (\$ per annum)</b>
<b>Level 1</b>	44,602	46,609	48,706
	45,327	47,367	49,499
	46,489	48,581	50,767
	47,577	49,718	51,955
	48,665	50,855	53,143
	49,605	51,837	54,170
<b>Level 2</b>	50,709	52,991	55,376
	51,796	54,127	56,563
	52,884	55,264	57,751
	53,973	56,402	58,940
<b>Level 3</b>	55,060	57,538	60,127
	55,752	58,261	60,883
	56,839	59,397	62,070
	57,926	60,533	63,257
<b>Level 4</b>	59,014	61,670	64,445
	60,103	62,808	65,634
	61,045	63,792	66,663
	62,133	64,929	67,851
<b>Level 5</b>	63,219	66,064	69,037
	64,160	67,047	70,064
	65,250	68,186	71,254
<b>Level 6</b>	67,062	70,080	73,234
	68,875	71,974	75,213
	70,690	73,871	77,195
<b>Level 7</b>	72,502	75,765	79,174
	74,506	77,859	81,363
	76,655	80,104	83,709
<b>Level 8</b>	79,232	82,797	86,523
	81,773	85,453	89,298
	84,240	88,031	91,992
	86,519	90,412	94,481
	88,712	92,704	96,876



Council Category	Chief Executive Officer			Director Engineering Services			Deputy Chief Executive Officer / Deputy Director Of Engineering Services / Qualified Accountant			Department Head		
	From 17/02/2010 (\$ per annum)	From 17/02/2011 (\$ per annum)	From 17/02/2012 (\$ per annum)	From 17/02/2010 (\$ per annum)	From 17/02/2011 (\$ per annum)	From 17/02/2012 (\$ per annum)	From 17/02/2010 (\$ per annum)	From 17/02/2011 (\$ per annum)	From 17/02/2012 (\$ per annum)	From 17/02/2010 (\$ per annum)	From 17/02/2011 (\$ per annum)	From 17/02/2012 (\$ per annum)
<b>2</b>	110,475	115,446	120,641	108,538	113,422	118,526	88,257	92,229	96,379			
	107,370	112,202	117,251	105,489	110,236	115,197	85,828	89,690	93,726			
	104,254	108,945	113,848	102,439	107,049	111,866	83,296	87,044	90,961			
<b>1</b>	101,147	105,699	110,455	99,388	103,860	108,534	80,727	84,360	88,156			
	98,036	102,448	107,058	96,339	100,674	105,204	78,071	81,584	85,255			
	94,924	99,196	103,660	93,288	97,486	101,873	75,413	78,807	82,353			

**SCHEDULE 2**  
**POSITION DESCRIPTION – FINAL TRIM GRADER OPERATORS**



## **CHARTERS TOWERS REGIONAL COUNCIL**

*Exceptional Service for an Exceptional Community*

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### **POSITION DESCRIPTION**

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<b>Position:</b>	Plant Operator/Team Member – Grader Final Trim
<b>Directorate:</b>	Engineering Services
<b>Current base:</b>	Highway Depot <i>(The base location of employees may be changed by council from time to time based on organisational needs)</i>
<b>Report to:</b>	Assigned Team Leader – Road Maintenance/Road Construction
<b>Classification:</b>	Level 8 Local Government Employees Award – State
<b>Date/status:</b>	16 September 2005

#### **Position Objective**

This position will contribute positively towards and play a key role within a positive team environment, in Council's performance on Main Roads Road Construction Contracts (RPC) and Road Maintenance Performance Contracts (RMPC).

Your Team will generally be engaged in complex road construction or heavy maintenance activities on Main Roads throughout the shire.

You will contribute by operating Council's plant (grader) in an efficient and safe manner including (but not exclusively) competently executing final trim tasks on contract work. You will also be expected to help plan complex work activities as part of a work team, to achieve project outcomes.

You will be expected to actively train nominated employees in grader operation from time to time and to assist with other operational activities as directed and when requested.

#### **The Organisation**

The main objective of the Council is to provide quality services that meet the needs and expectations of the Community and its Clients. This will be achieved through:

- Focusing on excellence in leadership, management and planning (governance);
- Establishing strong accountability for the achievement of outcomes;
- Ensuring Council's operations 'units' have a competitive focus;
- Fostering flexibility and innovation through staff training and development; and
- Reducing corporate support costs by investing in information technology

#### **Organisational Environment**

There are four roads programs:- Council Maintenance, Council Construction, Main Roads RMPC Maintenance and Main Roads Road Construction. The Operations Department is responsible for the construction and maintenance of roads throughout the Shire and all associated activities such as traffic, safety and quality control. Work Teams are required to work away from towns and to camp on-site on a regular basis.

Charters Towers Regional Council contracts with and is the Principal Contractor for Main Roads Construction Contracts and Road Maintenance Performance Contracts.

This position reports to the Team Leader Assigned to the Team. The Team is responsible for satisfactory performance on assigned Council road contracts with Main Roads.

The role of this position is primarily to assist in the construction and or maintenance of roads and drainage and to operate the grader assigned to final trim standard. The operator shall maintain the machine in a safe and satisfactory manner so that operational requirements can be met, and may also be required to assist with repairs in the workshop.

Whilst this position is primarily for grader operation to final trim standard on Main Roads Contracts, the Operator must be competent and willing to operate any of the plant items that he is qualified to operate.

The person may be required to report to any Supervisor or Team Leader and may also be instructed to assist any sections within Council's Operations.

### Key Accountabilities

Key result areas	Key accountabilities
<b>Work Performance</b>	<ul style="list-style-type: none"> <li>• Undertake operation of Road Construction Plant and in particular Grader operation to "final trim" standard</li> <li>• Exercise high precision operative skill when using road making plant, small machinery and equipment</li> <li>• Read, interpret plans and apply to civil works procedures in particular road construction/maintenance</li> <li>• Actively learn and apply new technology applicable to relevant activities including laser levelling and blade control equipment</li> <li>• Quantify and identify materials, sub-contractors and services required during construction</li> <li>• Accept responsibility for outcomes of assigned work activity</li> <li>• Coordinate the activities of a small work team to achieve desired outcomes</li> <li>• Carry out any other duties as directed by supervisor, including labouring or traffic control duties.</li> </ul>
<b>Plant Maintenance</b>	<ul style="list-style-type: none"> <li>• Service plant on a daily basis or as required</li> <li>• Maintain plant in a clean and safe condition.</li> <li>• Complete daily/weekly plant inspection sheets.</li> <li>• Assist with repairs to assigned plant in Workshop as required</li> </ul>
<b>Reporting</b>	<ul style="list-style-type: none"> <li>• Complete daily timesheets or activity sheets as required.</li> <li>• Complete fuel sheet</li> <li>• Complete safety checklist as required</li> <li>• Complete Incident/accident reports immediately following event</li> <li>• Complete all other documentation as required.</li> </ul>
<b>Workplace</b>	<ul style="list-style-type: none"> <li>• Implement Charters Towers Regional Council management system requirements and continuous improvement processes for work performed by the work team</li> <li>• Exercise the skills of a competent Traffic Controller and be willing to undertake training to obtain a Traffic Controller's ticket.</li> <li>• When Camping away, maintain the accommodation van in a clean, tidy and hygienic condition.</li> <li>• Check the location of services (Power, water, fibre optic etc) before digging</li> <li>• Always use plant in a safe and efficient way complying with all traffic regulations.</li> <li>• Comply with Council's Environmental Policies</li> </ul>
<b>Staff Matters</b>	<ul style="list-style-type: none"> <li>• Exercise good interpersonal and communication skills when communicating with other staff, customers and public within Charters Towers Regional Council guidelines</li> </ul>

	<ul style="list-style-type: none"> <li>• Assist supervisors/Team Leaders in resolving any team related issues.</li> <li>• Contribute to a positive teamwork environment.</li> <li>• When Camping away, contribute to a harmonious camp environment.</li> <li>• Actively train other assigned employees in grader operation skills</li> <li>• Participate in the performance management process, training and development program</li> </ul>
<b>Workplace Health and Safety</b>	<ul style="list-style-type: none"> <li>• Adhere to relevant Workplace Health &amp; Safety policies and practices and carry out responsibilities outlined in council's Safety Management Plan.</li> </ul>
<b>Risk Management</b>	<ul style="list-style-type: none"> <li>• Raise all potential risk issues with supervisor</li> <li>• Undertake a Job Risk Assessment where/when appropriate</li> <li>• Report immediately to supervisor all lost or stolen items, incidents/accidents, near misses or potential problems and complete incident/accident report</li> </ul>
<b>Corporate</b>	<ul style="list-style-type: none"> <li>• Display a positive attitude towards Charters Towers Regional Council's directions at all times</li> <li>• Ensure compliance with policies in regards to Workplace Health and Safety, Equal Employment Opportunity, anti –discrimination, bullying, and other relevant policies to ensure good working relations are maintained within the work team.</li> </ul>

## Position Requirements

### *Essential*

- Current Driver's License (Min. HR)
- Plant Operators Certificate of Competency (for grader)
- Significant experience and high degree of skill in final trim operations
- Relevant experience with laser levelling and grader blade control technology
- General Safety Induction Certificate (Construction Industry), "Blue Card"
- Willingness and ability to teach others to become proficient in operating grader including to final trim standard.

### *Desirable*

- Possession of Certificates of Competency to operate other plant items.
- Senior First Aid Certificate
- Willingness to undertake relevant training to improve skills or to become multi-skilled
- Undertake study in own time to complete Certificate III in Civil Construction
- Certificate II in Plant Operation

## Selection Criteria

1. Demonstrated knowledge and experience in civil construction and maintenance works with extensive experience in the construction of roads.
2. Demonstrated experience in the operation of road construction plant and in particular grader operation and the use of external blade control technology.
3. A demonstrated ability to apply relevant Quality, Workplace Health and Safety and Environmental Systems/procedures, technical specifications and project/contract documents.
4. Demonstrated ability to communicate both verbally and written, with staff at all levels, contractors and the public.
5. Ability to work within a team environment and to apply contemporary HR interpersonal skills
6. Demonstrated knowledge and experience in basic mechanical repairs appropriate to role



**SCHEDULE 3**  
**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. Provided that all conditions of employment, Clauses 1 to 3, shall be subject to Clause 4 of this Agreement.

**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 Local Government Employees (Excluding Brisbane City Council) Award – State 2003, plus an In-charge Allowance of \$41.30 per week, as at the date of this Agreement. The allowance shall be calculated by subtracting the ordinary weekly rate of a Level 1 (6 months +) employee from that of a Level 6 employee, with the difference divided by two.

*2.2 Operators*

The ordinary weekly rate for all other qualified operators shall be at Level 8 of the Local Government Employees (Excluding Brisbane City Council) Award – State 2003. 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*

These Operators shall be paid a Disability Allowance which equates to the Construction Work Allowance, Clause of the Local Government Employees (Excluding Brisbane City Council) Award – State 2003, to cover all the normal disabilities of work associated with Sewerage Treatment Plants.

**3. HOURS OF WORK**

*3.1 Overtime*

All time worked by employees in excess of normal rostered hours each day or 38 hours per week, shall be paid for at the rate of double time.

*3.2 Weekend Penalty Rates*

Any employee covered by this Schedule who is required to work his ordinary hours between midnight Friday and midnight Sunday shall be paid at the rate of time and a half for such hours worked.

*3.3 Rostered Day Off*

All work required to be performed by an employee on their rostered days off shall be deemed to be overtime and paid for at the rate of double time with a minimum of four hours work payment.

**4. Current Employees**

The adoption of this amended Schedule shall in no way affect the wages, allowances, and other conditions applicable to employees engaged prior to certification of the Charters Towers Regional Council Union Collective Certified Agreement 2009.

**SIGNATORIES**

Signed for and on behalf of **Charters Towers Regional Council** ..... James Gott  
 In the presence of ..... Dennis McLeod

Signed for and on behalf of The Australian Workers' Union of Employees, Queensland ..... William Ludwig  
 In the presence of:..... Ben Swan

Signed for and on behalf of the Queensland Services, Industrial Union of Employees ..... Ian Buckley  
 In the presence of:..... Michelle Robertson

Signed for and on behalf of the Automotive, Metals, Engineering,  
 Printing and Kindred Industries Industrial Union of Employees, Queensland ..... Andrew Dettmer  
 In the presence of:..... Elizabeth Barlow

Signed for and on behalf of The Association of Professional Engineers,  
 Scientists and Managers, Australia, Queensland Branch, Union of Employees ..... Neil Henderson  
 In the presence of:..... Alana Garret

Signed for and on behalf of the Federated Engine Drivers' and Firemens'  
 Association of Queensland, Union of Employees ..... Michael Ravbar  
 In the presence of:..... Kathleen Nettleton

Signed for and on behalf of The Construction, Forestry, Mining and Energy,  
 Industrial Union of Employees, Queensland ..... Michael Ravbar  
 In the presence of:..... Kathleen Nettleton

Signed for and on behalf of The Electrical Trades Union of Employees Queensland..... Peter Simpson  
 In the presence of:..... Kerry Inglis