

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Torres Shire Council State Award Employees Certified Agreement 2007

Matter No. CA/2007/60

Commissioner Thompson

08 November 2007

CERTIFICATE

This matter coming on for hearing before the Commission on 08 November 2007 the Commission certifies the following written agreement:

Torres Shire Council State Award Employees Certified Agreement 2007 – CA/2007/60.

Made between:

The Australian Workers' Union of Employees, Queensland

AND

Torres Shire Council

The agreement was certified by the Commission on 08 November 2007 and shall operate from 08 November 2007 until its nominal expiry on 7 November 2009.

This agreement cancels Torres Shire Council State Award Employees Certified Agreement 2005 – CA/2005/419.

By the Commission.

Commissioner Thompson.



Torres Shire Council
State Award Employees Certified Agreement
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1 TITLE

This agreement shall be known as the Torres Shire Council State Award Employees Certified Agreement 2007.

2 PARTIES

The parties to this agreement shall be the Torres Shire Council and the Australian Workers Union of Employees Queensland.

3 DATE AND PERIOD OF OPERATION

This agreement shall commence subject to the certification of the agreement by the Queensland Industrial Relations Commission and remain in force for a period of two years from the date of certification.

The parties agree that negotiations for the next certified agreement will commence no later than six (6) months before the expiry date of this agreement.

4 SINGLE BARGAINING UNIT

To facilitate the negotiation of this certified agreement a Single Bargaining Unit comprising of management and employee union representatives has been established.

5 OBJECTIVES/AIM OF THE AGREEMENT

This Agreement is an essential component of the change process to occur within Torres Shire Council. It not only sets out the conditions of employment for all staff, but contains a number of initiatives that are aimed at facilitating workplace flexibility and performance enhancement.

This will enable all parties within the organisation to work together to continually improve the quality, responsiveness and productivity of Council's service provision to the community.

The parties acknowledge that some structural changes may take place in the organisation during the term of this agreement. This agreement recognises the requirement for management to consult with employees regarding proposed changes.

This Agreement provides benefits for all parties associated with Torres Shire Council.

For employees it provides:

- recognition of past performance,
- an opportunity to share in gains secured through productivity improvements,
- an opportunity for improved skill development and job satisfaction,
- an opportunity to be involved in on-going quality and productivity improvement initiatives as it relates to their work,
- an opportunity to participate in decision making.

For Council, it provides:

- commitment from all parties to continually review and improve the quality and productivity of Council services,
- an opportunity to implement a workplace agreement which is tailored to the strategic needs of Council,
- an opportunity to develop an organisation culture and environment which:
 - fosters mutual trust and respect,
 - is open and in which full communication is maintained at all times,
 - enables the organisation to be multi-skilled, flexible and adaptive to change.

For the community it provides:

- improved customer satisfaction,
- improved quality of service delivery,
- improved productivity of service delivery.

6 COMMITMENT TO VISION / MISSION / GOALS

Council's Vision is a statement of the aspirations of the Council, serving as a focus for the future. The Vision serves as a guide and an inspiration to all those who contribute to Council. Council's Vision is:

To Lead, Provide and Facilitate.

The Mission Statement is a broad, but focused statement which describes why Council exists and how Council intends to satisfy its vision.

Council's Mission Statement is:

Torres Shire Council will, through community consultation, focus on the promotion of community values together with the improvement of the quality of lifestyle whilst ensuring efficiency of servicing and protection of the environment.

Goals are identifiable, long term end results or outcomes which together enable Council to achieve its Mission. These Goals are to be aimed at by all in the organisation.

Council's Goals are:

- (1) To develop an organisational environment that fosters fairness and honesty, high productivity and continual improvement in management and workplace practices.
- (2) To give optimum value for money.
- (3) To promote Council universally as being a professional and committed organisation dedicated to fulfilling the needs and expectations of the community.
- (4) To maintain excellent teamwork between the Community, Council and Staff.

- (5) To develop communication and consultation strategies to ensure a meaningful working partnership with all stakeholders.

This Agreement has been developed to complement and further the philosophy and practice of Council's Vision, Mission and Goals.

Employees and Council are committed to turning the Vision, Mission and Goals into reality. This will be achieved through a conscious effort on behalf of all involved to attempt to apply the philosophy and practice of the Vision, Mission and Goals in the work environment.

7 UNION REPRESENTATION AND ACCESS

Council or the Chief Executive Officer will allow shop stewards/union delegates reasonable time during normal working hours to attend to union duties, provided that such time shall be arranged by agreement with the delegate's supervisor.

8 CONSULTATIVE COMMITTEE

The parties to this Agreement agree to a joint Consultative Committee comprising four elected employee representatives and four management representatives.

The Consultative Committee will provide a forum for consultation between Council and its employees to positively co-operate in the process of workplace reform to enhance the efficiency and productivity of Council and to provide employees with access to career opportunities and more fulfilling, varied and better paid work.

The objective of the Consultative Committee is to eliminate confrontation and the exaggeration of differences between employees and Council. Consultation and co-operation should be a byword for Council's management style.

9 BEST PRACTICE

The parties are committed to the achievement of Best Practice in the delivery of services to the community. The parties agree that Best Practice is simply the best way of doing things - it is a process of constantly changing and adapting to new pressures. At any particular point in time it is the method of operation to achieve exemplary levels of performance.

Best Practice involves ongoing review of Council's operations and the development of continuous improvement programs to enhance the following:

- Management/Leadership/Vision
- Industrial Relations/Workplace Reform
- Focus on People/Customer Issues
- Work Organisation, Pursuit of Innovation and Quality
- External Links
- Benchmarking.

The identification, development and implementation of Best Practice principles will be undertaken in conjunction with the Consultative Committee referred to in this Agreement.

10 RELATIONSHIP WITH PARENT AWARDS

This agreement shall be read and interpreted wholly in conjunction with: -

- The Local Government Employees' (Excluding Brisbane City Council) Award – State.
- The Building Trades Public Sector Award – State.
- The Engineering Award – State.

Where there is any inconsistency, this agreement shall take precedence to the extent of the inconsistency.

11 NON APPLICABLE PARENT AWARD CLAUSES

The following clauses from the Parent Awards shall not apply to this agreement:

The Local Government Employees' (Excluding Brisbane City Council) Award – State	
Clause	Description
Clause 5.8.3	Wet Places
Clause 5.8.4	Work in the Rain
Clause 5.8.6	Horse and Saddle Allowance
Clause 5.8.7	Employees Supplying Dogs
Clause 5.8.8	Employees Removing Dead Animals
Clause 5.8.9	Employees Removing Flood Debris
Clause 5.8.10	Plant Operators – Burning Off
Clause 5.8.12	Height Money
Clause 5.8.13	Employees Using their Own Vehicle
Clause 5.8.14	Divisional and District Allowance ¹
Clause 5.8.16	Disability Allowance – Rubbish Dumps ²
Clause 5.8.17	Clay Pit Allowance ²
Clause 5.8.18	Quarry Allowance ²
Clause 5.8.22	Special Night Allowance – Motor Bus Drivers – Rockhampton City Council
Clause 5.8.23	Leading Hand Allowance ³
Clause 5.8.24	Trailers
Clause 5.8.25	Bus Drivers
Clause 5.8.26	Truck Crane or Straddle Unloader
Clause 5.8.27	Dirt Money
Clause 5.8.28	Towing Caravans
Clause 5.8.29	Cemetery Operations
Clause 5.8.30	Caretakers
Clause 5.8.31	Window Cleaners
Clause 5.8.32	Municipal Baths
Clause 5.8.33	Toilet Cleaning
Clause 5.8.34	Poison Sprays
Clause 11.4	Union Encouragement
Clause 11.5	Trade Union Training Leave

1- This allowance has been replaced by the Locality Allowance described in Clause 15 of this agreement.

2 – All employees under this agreement shall receive an allowance equivalent to the Construction, reconstruction, repair and/or Maintenance Work allowance described in Clause 5.8.1 of the The Local Government Employees' (Excluding Brisbane City Council) Award – State.

3 – All employees appointed by Torres Shire Council to be in charge of other employees shall be appointed to a minimum of Level 6.

The Building Trades Public Sector Award – State.	
Clause	Description
Clause 5.2.3	Work in the Rain
Clause 11.3	Union Encouragement
Clause 11.5	Trade Union Training Leave

The Engineering Award – State.	
Clause	Description
Clause 5.8.14	Divisional and District Allowance ¹
Clause 5.8.45	Work in the Rain
Clause 11.3	Union Encouragement
Clause 11.5	Trade Union Training Leave

1- This allowance has been replaced by the Locality Allowance described in Clause 15 of this agreement.

12 SPECIAL APPLICATIONS OF PARENT AWARD CLAUSES

Clause 5.8.1 of the Local Government Employees' (Excluding Brisbane City Council) Award – State (Construction, Reconstruction, Alteration, Repair and/or Maintenance Allowance) shall be applicable to all employees under this agreement.

Clause 5.8.21(a) of the Local Government Employees' (Excluding Brisbane City Council) Award – State shall be applicable to employees engaged in work associated with the operation of Council transfer stations and landfills.

13 WAGE INCREASES

The following wage increases shall apply under this Agreement:

A wage increase of 2% will take effect from the first pay period commencing after the commencement of the agreement.

A further wage increase of 2% will take effect from the first pay period commencing after the commencement of the second year of the agreement.

A schedule of pay rates to apply during the life of this Agreement is attached as Schedule 1.

14 REMOTE AREA LIVING ALLOWANCE

An annual Remote Area Living Allowance shall be payable to employees under this agreement in accordance with the following schedule:

From the Commencement of this Agreement	
EmployeeType	Amount of Allowance (net of PAYG)
Employees entitled to receive ½ of Locality Allowance as per Clause 15.	\$600
Employees entitled to receive full Locality Allowance as per Clause 15.	\$1,200

From the Commencement of the Second Year of this Agreement	
EmployeeType	Amount of Allowance (net of PAYG)
Employees entitled to receive ½ of Locality Allowance as per Clause 15.	\$1,200
Employees entitled to receive full Locality Allowance as per Clause 15.	\$2,400

This allowance shall be payable as a lump sum on an annual basis, with those employees with less than 12 months entitlement being paid on a pro rata basis.

15 LOCALITY ALLOWANCE

In addition to remuneration otherwise payable under this Agreement, a locality allowance shall be payable to an employee under this agreement in accordance with the following schedule:

Timing for Introduction of Locality Allowance	Allowance Payable
From the first pay period commencing after the commencement of this Agreement	One third of allowance as prescribed by Directive Number 19/99 made pursuant to provisions of s.34 of the Public Service Act 1996.
From the first pay period commencing after the commencement of Second Year of this Agreement	Two thirds of allowance as prescribed by Directive Number 19/99 made pursuant to provisions of s.34 of the Public Service Act 1996.
From the first pay period commencing after eleven (11) months after commencement of second Year of this Agreement	Full allowance as prescribed by Directive Number 19/99 made pursuant to provisions of s.34 of the Public Service Act 1996.

The schedule of locality allowance pay rates to apply during the life of this agreement is attached in Schedule 2.

16 NO EXTRA CLAIMS

The parties will not pursue any extra claims for changes in relation to matters dealt with by this Agreement.

17 PAYROLL DEDUCTIONS

Council will provide payroll deduction facilities for union dues payable to the Australian Workers Union and an employee may authorise the Council in writing to deduct union dues from any remuneration. The Council will remit such union dues to the Australian Workers Union by electronic funds transfer where practicable.

18 GRIEVANCE PROCEDURE/DISPUTE SETTLEMENT

The objective of this procedure is to resolve grievances/disputes through discussion and negotiation. Wherever possible a resolution to grievances/ disputes should be achieved through discussion at the local level.

- (i) (a) In the event of a grievance/dispute arising, the employee, in the first

instance, should approach the immediate supervisor and discuss the problem with a view to resolving it at that level.

- (b) If the grievance/dispute remains unresolved, then it should be referred to the next level of management and where the grievance/dispute involves an industrial organisation member, the local industrial organisation representative for discussions.
- (c) If the grievance/dispute still remains unresolved then it should be referred to senior management and where the grievance/dispute involves an industrial organisation member, an official of the relevant Trade Union for discussions.
- (ii) Where practicable, steps (a) to (c) of subclause (i) should take place within seven days.
- (iii) If the grievance/dispute remains unresolved then discussions should take place between the industrial organisation and the Local Government Association. If these discussions are unsuccessful then the matter should be referred to the Queensland Industrial Relations Commission.
- (iv) Either party may seek the advice and/or assistance of their respective representatives at any time.
- (v) Either party may raise the issue to a higher stage at any time having regard to the issue involved.

In the event of any grievance or dispute arising between an officer and a respondent, work shall nevertheless continue in the usual manner whilst the above procedures are carried out, except where there are genuine matters of health, safety or gross misconduct involved which require otherwise.

19 PRODUCTIVITY AND PERFORMANCE INDICATORS

The parties will work towards improving levels of productivity and quality of service provided.

The parties are committed to implementing technological change to improve work processes and to consult with the employees in the decision making where it affects them in the workplace. This will include a commitment to reviewing and redesigning jobs with a view to process improvement and productivity improvement.

As part of their commitment to ongoing productivity improvement the parties accept the ability for improved work arrangements to be developed and implemented, with flexibility to meet the varied requirements of Council programs. Any arrangements of this nature would be discussed and subject to consultation between the parties.

To support continuous improvement in the quality and productivity of Council services, the parties are committed to developing and implementing a corporate wide and individual performance appraisal system during the term of this agreement.

It is recognised that performance indicators are not an end in themselves but are a means of identifying trends and efficiency against Best Practice benchmarks. They enable the identification of areas where there is potential for further improvement.

Staff will undertake to achieve the following productivity goals and commit to:

- Participate in training and development courses,
- Completing works within agreed programs,
- Reporting accidents and incidents within 1 working day (at the latest) to their immediate section manager or director and accurately completing accident / incident reports,
- Completing policy and procedure reviews in accordance with agreed schedules,
- Compliance with all Council Policies,
- Best practice in customer service and participate in developing appropriate service delivery standards,
- Wearing Council approved uniform during business hours,
- Actively participate in the development of Council's Risk Management Program to reduce Council's exposure to risks and claims,
- Compliance with Council's operational and statutory requirements,
- Compliance with the goals and strategies of Council's Corporate Plan and Operational Plan,
- Develop strategies/management to reduce absenteeism,
- Support of employee/management relationships through liaison with the Staff Consultative Committee,
- Compliance and prompt resolution with the Complaints process,
- Scheduling of breaks (RDOs, lunch, tea breaks) to ensure that customer service levels are maintained,
- Implementing flexible working hours to increase customer service & productivity,
- Providing regular, scheduled condition reports on Council plant and equipment,
- Notifying the appropriate staff of staff movements,
- Endeavouring to become more actively involved, voluntarily, in Council-sponsored events e.g. Australia Day, Clean Beach Day etc.
- Wearing of identification badges provided by Council as appropriate or able to immediately produce on request,
- Waste minimisation and recycling of consumables wherever possible.

20 EMPHASIS ON MULTI-SKILLING

Employees will have an open mind to becoming multi-skilled. A multi-skilled worker is an individual who possesses or acquires a range of skills and knowledge and applies them to work tasks that may fall outside the traditional boundaries of his or her original training. This does not necessarily mean that a worker obtains or possesses high level skills in multiple technology areas. However, the worker can be an effective and productive contributor to the work output of several traditional Council activities.

Employees accept that some of the reasons for multi-skilling include:

- to increase labour productivity
- create a more flexible workforce able to meet challenges, improve performance and better utilise the current pool of skilled workers
- to utilise labour so that workers possess a range of skills suitable for more than one work process
- develop competency within the workforce and allow full deployment of qualifications across the industry
- assign workers tasks based on their ability to perform the needed skill and not restricted by traditional job descriptions or work boundaries.

21 CODE OF CONDUCT

Employees are committed to complying with the responsibilities contained in the Staff Code of Conduct.

22 SAFE WORK PRACTICES

Employees are committed to complying with the responsibilities contained in the Torres Shire Council Workplace Health & Safety Policy Statement.

23 WORKERS' COMPENSATION AND REHABILITATION

Council, management and its employees are committed to appropriate rehabilitation and return to work. The objective is to return an employee to their substantive position. Any temporary restrictions (notion of restricted duties) are not to be enshrined in any permanent arrangement as the objective is to return the employee to their substantive position.

24 ANNUAL LEAVE

24.1 Every employee covered by this Agreement other than a casual employee or a part time employee shall, subject to the proviso to this subclause, be entitled at the end of each year of employment to annual leave on full pay of five (5) weeks.

24.2 Provided that annual leave as prescribed in 24.1 is not to accrue during periods of leave without pay authorised by Council or otherwise and which exceed three days. For the purposes of calculating the three days for this proviso each period of leave without pay taken by an employee must be treated separately and such periods cannot be treated cumulatively.

24.3 For the purpose of this clause, leave without pay does not include any period of absence of less than three months during which the employee is entitled to payment under the WorkCover Queensland Act 1996.

24.4 Annual leave shall be exclusive of any statutory holiday occurring during the period of that annual leave and subject to 24.5 it shall be paid for by Council in advance or as agreed between Council and the employee:

24.4.1 In the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Agreement at that excess rate; or

24.4.2 In the case of any and every employee who was performing higher duties immediately prior to the taking of annual leave at the following rates:

An employee having performed higher duties	Proportion of Annual Leave to be paid at higher duties rate
Less than three months	25%
Three months or more but less than six months	50%
Six months or more but less than nine months	75%
Nine months or more	100%

Provided that the period of time that the employee has performed duties is the aggregate of the time the employee has performed the higher duties during the twelve months preceding the taking of annual leave. However, there will be no double counting of any period the employee has performed higher duties and for which payment on annual leave was made.

Provided that no contrived arrangement involving the deployment of any employee will be entered into so as to deprive an employee of or affect the benefits of this provision.

24.4.3 In every other case at the ordinary rate payable to the employee concerned immediately prior to the taking of the annual leave.

24.5 On the termination of the employment of any employee, such employee shall be paid for any untaken annual leave standing to the employee's credit on the following basis:

- Five (5) weeks pay for each year of employment completed (less any period of such annual leave already taken and paid for) calculated in accordance with 24.6 plus, for any period of employment of less than a year, one-ninth of the employee's pay for that period of employment calculated in accordance with 24.6.
- If the employment of an employee is terminated at the end of a full year of employment such employee shall also be entitled to ordinary pay for any statutory holiday which would have occurred had the employee taken the annual leave standing to the employee's credit at the termination of employment.

24.6 Calculation of Annual Leave Pay

Annual leave pay, including any proportionate payments, shall be calculated as follows:

24.6.1 The employee's prescribed rate of pay for the period of the annual leave as prescribed in 24.4.

24.6.2 A further amount calculated at the rate of 17½% of the amount referred to in 24.6.1 of this subclause.

24.7 Time of Taking Leave

24.7.1 Annual leave shall be given and taken at a time mutually convenient to Council and the employee concerned as far as practicable: Provided that Council, by giving at least one month's notice, may require an employee to take annual leave commencing not earlier than the anniversary of the date of such employee's appointment.

24.7.2 Annual leave shall be cumulative and when not taken by mutual agreement shall be added to the employee's subsequent entitlements. Annual leave may be carried forward for a maximum period of two years from the date of entitlement.

24.7.3 An employee may elect, with the consent of Council, to take annual leave in single day periods or part of a single day not exceeding a total of 10 days in any calendar year, at a time or times mutually agreed between them.

24.8 Annual leave shall be given in addition to any notice of termination of employment.

24.9 Employees are entitled to have one week's of annual leave per annum paid in cash, instead of taking the leave, by agreement between Council's Chief Executive Officer and the employee. In this case the employee is required to work during the period for which the employee receives payment. Payment for this period is at the employee's ordinary salary rate plus 17½% leave loading. When paid, this leave will be deducted from an employee's leave entitlement.

25 PERSONAL LEAVE

The provisions of this clause apply to full-time and part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees shall be in accordance with the relevant parent award.

25.1 Definitions.

The term immediate family includes:

25.1.1 spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and

25.1.2 child or an adult child (including adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

25.2 Amount of paid personal leave

25.2.1 Paid personal leave is available to an employee, other than a casual employee, when they are absent:

- due to personal illness or injury; or
- for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.

25.2.2 The amount of personal leave to which a full-time employee is entitled depends on how long they have worked for Council and accrues as follows:

- (a) Personal leave accruing at one day's leave for each month of employment in the first year to a total of 12 days;
- (b) 15 days personal leave will be available per annum in the second and subsequent years of service.

25.3 Accumulation of personal leave

At the end of each year of employment, unused personal leave accrues by the lesser of:

25.3.1 15 days less the amount of personal leave taken from the current year's personal leave entitlement in that year; or

25.3.2 the balance of that year's unused personal leave.

25.4 Effect of worker's compensation

If an employee is receiving workers' compensation payments, they are not entitled to personal leave.

25.5 Personal leave for personal injury or sickness

If an employee is terminated by Council and is re-engaged by Council within a period of six months then the employee's unclaimed balance of personal leave shall continue from the date of re-engagement.

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

25.5.1 An employee is entitled to use up to one day per month of the current year's personal leave entitlements as personal leave in the first year of service and 15 days (3 weeks) in the second and subsequent years of service.

- 25.5.2 An employee is entitled to use accumulated personal leave for the purposes of personal leave where the current year's personal leave entitlement has been exhausted.
- 25.5.3 Any absence on personal leave that exceeds two consecutive days shall be contingent upon production by the employee concerned of either a certificate from the duly qualified medical practitioner or other evidence of illness satisfactory to Council.
- 25.5.4 Credit shall be allowed for personal leave accumulated with previous employing Queensland local government councils provided that the employee's service as between such councils has been continuous and that the employee at the time of engagement produces a certificate from the previous council certifying the amount of personal leave accumulated to the employee's credit.
- 25.5.5 Continuous service is defined for the purpose of 25.5.4 above to include service with a Queensland local government council or with more than one Queensland local government council which has been continuous except for the employees having been dismissed or stood down, or by the employee having terminated the employee's service with the council provided that the employee shall have been re-employed by that council or some other council within a period not exceeding the combination of any period of unused annual leave when the employee ceased employment with the employee's previous council plus a further period of four weeks.
- 25.5.6 Notwithstanding the foregoing an employee shall not be entitled to payment for absence through illness or injury in respect of which workers' compensation is payable or through injury sustained by an employee outside the scope of the employee's employment caused by or contributed to by the employee's own negligence or participation in sport or games in respect of which such employee receives any payment by way of fee or bonus.
- 25.5.7 If an employee while absent from duty on annual leave granted pursuant to Clause 24 – Annual leave, of this Agreement is overtaken by illness the employee shall, on production of a certificate signed by a duly qualified medical practitioner certifying that such employee is incapacitated by such illness to the extent that the employee would be unfit to perform normal duties for a period of not less than five days, and subject to the provisions of 25.5.6 of this clause, be entitled on application to have such period of illness which occurs during the employee's annual leave debited to the employee's sick leave entitlements and the employee's annual leave entitlement shall be adjusted accordingly.
- 25.5.8 If an employee whilst absent from duty on long service leave granted pursuant to Clause 26 – Long Service Leave, is overtaken by illness the employee may, subject to the provision contained in this clause, be entitled on application to have such period of illness which occurs during the employee's long service leave debited to the employee's personal leave entitlement and the employee's long service leave entitlement shall be adjusted accordingly, provided that:

- The application for adjustment is approved by Council;
- The application includes a certificate signed by a duly qualified medical practitioner certifying that such employee is incapacitated by such illness to the extent that the employee would be unfit to perform normal duties for a period of not less than five days.

The provisions of this clause shall apply subject to 25.5.6 above.

Personal leave may accumulate to a maximum of 32 weeks (160 days).

25.6 Personal Leave to Care for an Immediate Family or Household Member

25.6.1 An employee is entitled to use any personal leave entitlement which has accrued to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.

25.6.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

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

25.6.4 An employee may take unpaid carer's leave by agreement with Council.

25.6.5 An employee taking unpaid carer's leave may with the consent of Council work "make-up time" under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided by this Agreement.

25.6.6 An employee may elect with the consent of Council to take annual leave in single day periods not exceeding ten days in any calendar year and may elect to defer the payment of annual leave loading until five consecutive days of annual leave are taken.

25.6.7 Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. Council and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days of unpaid leave per occasion.

25.6.8 Subject to the evidentiary and notice requirements in the Australian Fair Pay and Conditions Standard, casual employees are entitled to two days unpaid carers leave per occasion in regards to the following:

- if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
- upon the death in Australia of an immediate family or household member.

Council and the employee shall agree on the period for which the employee will be absent from work to provide care or support to a member of the employee's immediate family or household. The casual employee is not entitled to any payment for the period of non-attendance.

Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Council to engage or not to engage a casual employee are otherwise not affected.

25.7 Access to Personal Leave for Additional Forms of Leave

Employees may access up to five days paid leave per annum from an employee's accrued personal leave entitlement for the following:

- to provide care and support for significant other persons for whom they have responsibility for providing care and support,
- to attend to the bereavement process associated with the death of immediate and other significant family members, note in the case of immediate family employees may access up to 3 days from their personal leave accruals in addition to the 2 days bereavement leave,
- to attend to planning of significant cultural and family related events e.g. tombstone unveilings etc.

For the purpose of this clause only, significant other persons include a person who is not an immediate family member but related through birth or marriage, restricted to the following:

- grandparents, immediate uncle, aunt, cousin, niece, nephew and in-laws (mother, father, brother and sister). Also to include any persons whom the employee provides guardianship or primary care for (i.e. a child under "traditional adoption" or a person who is not a family member but resides with and comes under the primary care of the employee).

Council may require an employee to provide evidence in relation to a period of personal leave. The employee must give Council any evidence that Council requires of the illness, injury or death.

Council will, wherever reasonably practicable provide flexible working arrangements which support employees in relation to their family and household responsibilities and responsibilities in relation to dependants.

This clause does not distinguish between partners or employees on the basis of their gender or sexual orientation nor replace existing entitlements to family leave, which will still be available if the leave provided by this clause is exhausted.

Council recognises that employees have family responsibilities that must be considered and accepts that there is a need to allow a more flexible approach to allow employees to strike a better balance between their family and work commitments. It is acknowledged that individual's concerns external to Council can have a detrimental impact on an employee's ability to maximise their full potential at the workplace.

25.8 Bereavement Leave

The provisions of this clause apply to full-time and regular part-time employees (on a pro-rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in clause 25.6.8.

25.8.1 Paid leave entitlement

25.8.1.1 Death in Australia

A full-time employee is entitled to up to 2 days bereavement leave on each occasion and on production of satisfactory evidence (if required by Council) of the death in Australia of either a member of the employee's immediate family or household.

25.8.1.2 Death Outside Australia

A full-time employee is entitled to up to 2 days bereavement leave on each occasion, and on production of satisfactory evidence (if required by Council) of the death outside Australia of either a member of the employee's immediate family or household, where the employee travels outside Australia to attend the funeral.

25.8.1.3 Part-time employees

A part-time employee is entitled to two days bereavement leave without loss of pay, up to a maximum of 2 days on the same basis as prescribed for full-time employees in clauses 25.8.1.1 and 25.8.1.2 except that leave is only available where a part-time employee would normally work on either or both of the two working days following the death.

25.8.2 Unpaid Bereavement Leave

Where an employee has exhausted all bereavement leave entitlements, including accumulated leave entitlements, the employee is entitled to take unpaid bereavement leave. Council and the employee should agree on the length of the unpaid leave. In the absence of agreement, a full-time employee is entitled to take up to 2 days unpaid leave, provided that the requirements of 25.8.1.1 and 25.8.1.2 hereof are met, and a part-time employee is entitled to take up to two days unpaid leave, provided the requirements of 25.8.1.1 hereof are met.

26 LONG SERVICE LEAVE

26.1 Subject to the provisions of 26.6, the entitlement of an employee to long service leave on full pay pursuant to this Agreement shall be as follows:

26.1.1 In the case of an employee who has completed an initial period of ten years' continuous service, thirteen weeks;

26.1.2 In the case of an employee who has completed an initial period of seven years but less than ten years' continuous service, and who terminates that service, or who dies, or Council terminates that service for any reason other than misconduct, a proportionate amount calculated on the basis of thirteen weeks for ten years' service;

26.1.3 In the case of an employee who has completed an initial or a subsequent period of ten years' service and who continues that service until the employee has completed a further period of ten years' service, a further thirteen weeks; and

26.1.4 In the case of an employee who continues in the service of Council after having completed an initial or a subsequent period of ten years' service and whose employment is terminated for any reason, or who dies, before completion of a further period of ten years' service, a proportionate further amount on the basis of thirteen weeks for ten years' service.

26.2 For the purpose of this Agreement "continuous service" shall mean and include service with a Queensland local government council or with more than one Queensland local government council which has been continuous except for:

26.2.1 Absence from work on leave granted by a council including such absence through illness or injury on leave so granted, and any absence through illness or injury during the last five years of the employee's service shall be included in the period in respect of which long service leave is computed;

26.2.2 The employee having been dismissed or stood-down by the council, or the employee having terminated service with the council by reason of illness or injury; provided that the employee shall have been re-employed by that council or another council, and shall not have been engaged in any other calling whether on the employee's own account or as an employee subsequent to having been so dismissed or stood down or to having so terminated service, and before being so re-employed; and provided further that the period during which that employee was absent by reason of such dismissal or standing down or termination of service shall not by reason only of this paragraph 26.2.2 be taken into account in calculating the period of service;

26.2.3 The employee having been dismissed or stood down by Council, or the employee having terminated service with Council, provided that the employee shall have been re-employed by Council or some other council within a period not exceeding three months.

- 26.3 Service as a member of the Naval, Military or Air Forces and (other than the British Commonwealth Occupation Forces in Japan) of the Commonwealth or of the Civil Construction Corps established under the National Security Act 1939, as amended by subsequent Acts, of the Commonwealth, shall be deemed to be service with a Queensland local government council by which that employee was last employed before the employee commenced to serve as such member.

In relation to a female, service as a member of Her Majesty's Naval, Military or Air Forces as specified in this subclause includes that service as a member of, or any service forming part of those Forces or any of them.

This subclause shall not apply in respect of service whether for a specified period or without limit of time, with any of the permanent Naval Military or Air Forces of the Commonwealth or with the British Commonwealth Occupation Forces in Japan.

- 26.4 Upon enlistment in Her Majesty's Armed Forces for active war service of any employee employed under this Agreement, Council shall be liable to pay to such employee, if the employee so requests, the monetary equivalent of the proportionate amount of long service leave calculated as set out in this Agreement.

Any pro rata payment so made at the employees request shall not be deemed to break the continuity of the employee's service for long service leave purposes, but the quantum of long service leave to which such employee may become entitled in the event of the employee rejoining the service of the same or another respondent to this Agreement shall be reduced by the period of service in respect of which the pro rata payment was made.

- 26.5 Where an employee covered by this Agreement enlists for active war service in any of Her Majesty's Armed Forces and subsequently dies during the period of such enlistment a pro rata payment of long service leave due to the employee shall be paid to the employee's personal representative.

In the event of such employee being totally incapacitated by reason of war service to the extent of being unable to resume duties with Council, a pro rata payment for long service leave shall be paid to the employee or calculated in accordance with provisions of this Agreement; provided that for the purposes of this subclause there shall be no minimum qualifying period of eligibility for long service leave.

- 26.6 Any long service leave shall be exclusive of any statutory holiday occurring during the period when that long service leave is taken and shall be paid for by Council as ordinary time deemed for the purpose of such payment to be worked continuously by the employee during the period of long service leave.

Provided that, in the case of an employee who immediately before the period of long service leave is being paid for ordinary time worked by the employee at a rate in excess of the rate payable under this Agreement, the long service leave shall be paid for at that excess rate as ordinary time deemed for the purpose of such payment at such excess rate to be worked continuously by that employee during the period of long service leave except that, if the rate

payable under this Agreement is varied during the period of long service leave, then:

26.6.1 if the variation increases the rate payable under this Agreement to an amount greater than the aforesaid excess rate, the long service leave shall be paid for at that increased rate for any part of the period thereof in respect whereof the increased rate is the minimum rate of payment under this Agreement: or

26.6.2 if the variation decreases the rate payable under this Agreement, the long service leave may be paid for at the aforesaid excess rate less the whole or any portion of the decrease for any part of the period thereof in respect whereof the amount of the decreased rate is the minimum rate of payment under this Agreement.

26.7 Council with which the employee is employed at the time long service leave entitlement is claimed shall be liable as between itself and such employee to pay the whole of the amount to which such employee is entitled as payment for long service leave.

Provided that once an employee becomes eligible for pro rata long service leave each Queensland local government council with which the employee had previously been employed during the qualifying period for long service leave shall contribute to such entitlement in the proportion which the employee's period of service with it bears to the qualifying service at the ordinary rate of pay which the employee was receiving on the cessation of employment with such contributing council.

Provided further that once such contribution is made and the employee concerned is employed by yet another Queensland local government council the aforesaid employing council shall be liable between it and the new employing council for all long service leave contributions that had been forwarded to it and which had accrued during the aforesaid period of employment.

26.8 Council and the employee concerned may agree upon the times and the manner in which the employee shall be paid for long service leave.

Provided that if an employee who is entitled to any amount of long service leave dies before taking that amount of long service leave; or after commencing but before completing the taking of that amount of long service leave, Council shall pay to that employee's personal representative a sum equal to payment as prescribed by clause 26.6 for the period of the amount of long service leave not taken or, as the case may be, the taking of which has not been completed by that employee.

27 STUDY LEAVE

27.1 Employees undertaking courses of study or attending training courses shall be permitted time off with pay of up to five hours per week (including travelling time) to attend lectures and such time as is necessary for practical training in normal working hours subject to the following provisos:

- (a) that such courses are appropriate to Local Government; and

- (b) that such courses and the method of undertaking such courses are approved and authorised by Council.

27.2 Employees undertaking courses of study by correspondence shall be permitted reasonable time off with pay for the purpose of completing studies which are essential to the course.

27.3 Employees undertaking examinations arising from an approved course of study or training shall be entitled to time off with pay for such examinations if during normal working hours.

27.4 Fees

- (a) An employee who undertakes an approved course of study or training shall have all compulsory fees (other than for supplementary examinations and late enrolment or late entry fees) reimbursed, after passing examinations.
- (b) As subjects are passed, claims for payment must be made within reasonable time. They shall be accompanied by official receipts for fees paid, together with an official statement from the school or examining authority concerned, indicating passes in the subjects for which the claim is being made.

27.5 Employees undertaking approved courses of study shall receive study assistance in accordance with the relevant category as set out below. In order to qualify for study assistance, the course of study and the method of undertaking such course must be approved by Council.

STUDY LEAVE CATEGORIES

CATEGORY 1

Course Criteria

A course undertaken as a condition of the employee's employment.

Level of Assistance

Reimbursement of all statutory and other compulsory charges in relation to the course. Reimbursement shall be made following the passing of examinations.

Time off for attendance at lectures and practical training shall be determined by Council having regard for the requirements of the course.

Paid leave for attendance at examinations held during normal working hours.

CATEGORY 2

Course Criteria

A course which is directly relevant to the Employee's area of work and the skills or qualifications determined by Council as being appropriate in that area of work.

Level of Assistance

Paid leave of up to five hours per week (including travelling time) for attendance at lectures and such time considered appropriate by Council for attendance at compulsory practical training.

Paid leave for attendance at examinations held during normal working hours.

Reimbursement of the institution's compulsory student services fee (i.e. membership of Student Union etc.) together with reimbursement of a maximum amount of \$250 per annum in relation to other statutory or compulsory fees or charges.

Reimbursement shall be made following the passing of examinations.

Employees undertaking courses of study by correspondence shall receive up to ten days with pay per annum for attendance at compulsory residential schools.

CATEGORY 3

Course Criteria

A course demonstrated to the satisfaction of Council to be directly relevant to Local Government. The content of such course shall have specific application to functions and processes carried out by Local Authorities.

Level of Assistance

Paid leave of up to five hours per week (including travelling time) for attendance at lectures and such time considered appropriate by Council for attendance at compulsory practical training.

Paid leave for attendance at examinations held during normal working hours.

Employees undertaking courses of study by correspondence shall receive up to five days with pay per annum for attendance at compulsory residential schools.

28 PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part time in connection with the birth or adoption of a child.

The provisions of this clause apply to full time, part time and eligible casual employees but do not apply to other casual employees.

An **eligible casual employee** means a casual employee:

- (a) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause, **continuous service** is work for Council on a regular and systematic basis (including any period of authorised leave or absence).

Council must not fail to re-engage a casual employee because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

The rights of Council in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

28.1 Definitions

28.1.1 For the purpose of this clause child means a child of the employee under school age, or a person under school age who is placed with the employee for the purposes of adoption, other than a child or stepchild of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

28.1.2 Subject to clause 28.1.3 hereof, in this clause, spouse includes a de facto or former spouse.

28.1.3 In relation to 28.7 hereof, spouse includes a de facto spouse but does not include a former spouse.

28.2 Basic entitlement

28.2.1 After 12 months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

28.2.2 Subject to 28.5.6 hereof, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

28.2.2.1 for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;

28.2.2.2 for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

28.3 Variation of period of parental leave

Where an employee takes leave under clause 28.2.1 or 28.4.1.2, unless otherwise agreed between Council and the employee, an employee may apply to Council to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in clause 28.2 or the right to request in clause 28.4.

28.4 Right to request

28.4.1 An employee entitled to parental leave pursuant to the provisions of clause 28.2 may request Council to allow the employee:

28.4.1.1 to extend the period of simultaneous unpaid parental leave provided for in clauses 28.2.2.1 and 28.2.2.2 up to a maximum of eight weeks.

28.4.1.2 to extend the period of unpaid parental leave provided for in clause 28.2.1 by a further continuous period of leave not exceeding 12 months;

28.4.1.3 to return from a period of parental leave on a part-time basis until the child reaches school age; to assist the employee in reconciling work and parental responsibilities.

28.4.2 Council shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

28.4.3 Employee's request and Council's decision to be in writing

The employee's request and Council's decision made under clauses 28.4.1.2 and 28.4.1.3 must be recorded in writing.

28.4.4 Request to return to work part-time

Where an employee wishes to make a request under clause 28.4.1.3, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

28.5 Maternity Leave

28.5.1 An employee must provide notice to Council in advance of the expected date of commencement of parental leave. The notice requirements are:

28.5.1.1 of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) – at least ten weeks;

28.5.1.2 of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least four weeks.

28.5.2 When the employee gives notice under 28.5.1.1 hereof the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

28.5.3 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

28.5.4 Subject to 28.2.1 hereof and unless agreed otherwise between Council and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

28.5.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee

elects to return to work within six weeks after the birth of the child, Council may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

28.5.6 Special Maternity Leave

28.5.6.1 Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

28.5.6.2 Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

28.5.6.3 Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

28.5.7 Where leave is granted under 28.5.4 hereof, during the period of leave an employee may return to work at any time, as agreed between Council and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

28.6 Paternity leave

28.6.1 An employee will provide to Council at least ten weeks prior to each proposed period of paternity leave, with:

28.6.1.1 a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place: and

28.6.1.2 written notification of the dates on which he proposes to start and finish the period of paternity leave; and

28.6.1.3 except in relation to leave taken simultaneously with the child's mother under clauses 28.2.2.1, 28.2.2.2 and 28.4.1.1, a statutory declaration stating:

28.6.1.3.1 that he will take that period of paternity leave to become the primary care – giver of a child;

28.6.1.3.2 particulars of any period of maternity leave sought or taken by his spouse; and

28.6.1.3.3 that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

28.6.2 The employee will not be in breach of clause 28.6.1 hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

28.7 Adoption Leave

28.7.1 The employee will notify Council at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

28.7.2 Before commencing adoption leave, an employee will provide Council with a statutory declaration stating:

28.7.2.1 the employee is seeking adoption leave to become the primary care-giver of the child;

28.7.2.2 particulars of any period of adoption leave sought or taken by the employee's spouse; and

28.7.2.3 that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

28.7.3 Council may require an employee to provide confirmation from the appropriate government authority of the placement.

28.7.4 Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify Council immediately and Council will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

28.7.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

28.7.6 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and Council should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, Council may require the employee to take such leave instead.

28.8 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 28.4.

28.9 Transfer to a safe job

28.9.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if Council deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

28.9.2 If the transfer to a safe job is not practicable, the employee may elect, or Council may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

28.10 Returning to work after a period of parental leave

28.10.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

28.10.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 28.9 hereof, the employee will be entitled to return to the position they held immediately before such transfer.

28.10.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

28.10.4 An eligible casual employee who is employed by a labour hire company who performs work for a client of the labour hire company will be entitled to the position which they held immediately before proceeding on parental leave.

28.10.5 Where such a position is no longer available, but there are other positions available that the employee is qualified for and is capable of performing, Council shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the employee's former position.

28.11 Replacement employees

28.11.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

28.11.2 Before Council engages a replacement employee it must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

28.12 Communication during parental leave

28.12.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, Council shall take reasonable steps to:

28.12.1.1 make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

28.12.1.2 provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

28.12.2 The employee shall take reasonable steps to inform Council about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

28.12.3 The employee shall also notify Council of changes of address or other contact details which might affect Council's capacity to comply with 28.12.1.

29 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.

The provisions of this clause shall also apply to employee members of the State Emergency Services (SES) and engaged on duties with the State Emergency Service during officially declared states of emergency OR when called on by the SES, with all members of the local SES unit as an SES activity, to assist in emergency situations which constitute an immediate threat to a local community.

"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, Monday to Sunday both inclusive, of the week or weeks in question.

30 CORPORATE UNIFORM / PPE

Clothing

Council agrees to provide an initial issue of 4 shirts and 4 shorts and/or trousers including corporate logo. In addition fair wear and tear will be taken into consideration.

All uniforms must be worn in line with Workplace Health & Safety standards for UV protection, PPE and Corporate presentation standards.

Safety Footwear

Appropriate safety footwear will be supplied at no cost to the employee. Replacement of all safety footwear shall be on a fair wear and tear basis.

31 AIR CONDITIONED MACHINERY

Council will ensure that all new vehicles and machinery that may be equipped with manufacturers' approved and installed air-conditioning will be so equipped. Workplace Health & Safety, cost competitiveness and engineering design will be taken into consideration.

32 TRAINING AND DEVELOPMENT

This Clause should be read as separate to the Study Leave Clause.

The parties to this agreement recognise that increasing the efficiency and productivity of Council requires a greater commitment to education, training and skill maintenance, development and enhancement. All employees shall have reasonable and equitable access to training. Accordingly, the parties commit themselves to:

Developing a more highly skilled and flexible workforce; providing employees with career opportunities through appropriate training to acquire additional skills and removing barriers to the utilisation of skills required.

That a coordinated Staff Training and Development Plan be prepared annually compatible with Council's needs and identified gaps in existing staff skills and required skills, and not based on ad-hoc training courses which do not address Council's corporate objectives.

That the annual Staff Training and Development Plan be costed and submitted with Council's Draft Budget for approval.

33 EQUAL EMPLOYMENT OPPORTUNITY AND ANTI-DISCRIMINATION

The parties to this Agreement are committed to the principles and practices of equal employment opportunity, anti-discrimination and a harassment-free workplace.

34 GAZETTED PUBLIC HOLIDAYS

Council shall recognise the following special holidays and all employees covered by this agreement shall be entitled to take such days off without loss of pay. Employees required to work on special holidays will not be entitled to claim payment at public holiday rates but shall have an entitlement to time off on another day without loss of pay thereof.

Mabo Day – 3rd June

Coming of the Light – 1st July

35 JURY SERVICE

Leave without pay shall be granted to employees required to attend for Jury Duty. Where the amount of Jury fee is less than the normal salary of the employee Council shall make up the difference.

44. Signatories

Signed for and on behalf of

TORRES SHIRE COUNCIL

Roydon Robertson

Chief Executive Officer

in the presence of:

Signed for and behalf of
The Australian Workers
Union of Employees,
Queensland

in the presence of:

SCHEDULE 1

Queensland Local Government Employees Award State General Salary Scale			
Band	Current 1/07/2005	2007 2% Increase	2008 2% Increase
Level 1 1st six months	551.05	562.07	573.31
Level 1	562.39	573.64	585.11
Level 2	573.72	585.19	596.90
Level 3	585.06	596.76	608.70
Level 4	596.50	608.43	620.60
Level 5	610.02	622.22	634.66
Level 6	632.80	645.46	658.37
Level 7	655.46	668.57	681.94
Level 8	676.07	689.59	703.38
Level 9	698.74	712.71	726.97
Engineering Award - State General Salary Scale			
Wage Group	Current 1/07/2005	2007 2% Increase	2008 2% Increase
C14	507.80	517.96	528.32
C13	525.99	536.51	547.24
C12	550.51	561.52	572.75
C11	572.20	583.64	595.32
C10	610.02	622.22	634.66
C9	632.80	645.46	658.37
C8	655.46	668.57	681.94
C7	676.07	689.59	703.38
C6	721.52	735.95	750.67
C5	743.64	758.51	773.68
C4	766.96	782.30	797.95
C3	812.42	828.67	845.24
C2(a)	835.20	851.90	868.94
C2(b)	876.39	893.92	911.80
Apprentice Diesel Fitter			
App Yr 1 40% (diesel fitter)	244.00	248.88	253.86
App Yr 2 55%(diesel fitter)	335.51	342.22	349.06
App Yr 3 75% (diesel fitter)	457.51	466.66	475.99
App Yr 4 90% (diesel fitter)	549.02	560.00	571.20
Adult Yr 1 75% (diesel fitter)	457.51	466.66	475.99
Adult Yr 2 80% (diesel fitter)	488.02	497.78	507.74
Adult Yr 3 84% (diesel fitter)	512.42	522.67	533.12
Adult Yr 4 90% (diesel fitter)	549.02	560.00	571.20

**Building Trades Award - State
General Salary Scale**

Wage Group	Current 1/07/2005	2007 2% Increase	2008 2% Increase
Tradesman	610.02	622.22	634.66
Apprentice Plumber			
App Yr 1 40%	244.00	248.88	253.86
App Yr 2 55%	335.51	342.22	349.06
App Yr 3 75%	457.51	466.66	475.99
App Yr 4 90%	549.02	560.00	571.20
Adult Yr 1 75%	457.51	466.66	475.99
Adult Yr 2 80%	488.02	497.78	507.74
Adult Yr 3 84%	512.42	522.67	533.12
Adult Yr 4 90%	549.02	560.00	571.20

SCHEDULE 2

Locality Allowance				
	Current	2007 Commencement Of Agreement	2008 Commencement Of Second Year Of Agreement	2009 11 Months After Commencement Of Second Year Of Agreement
	\$	(1 Third) \$	(2 Thirds) \$	(3 Thirds) \$
Weekly				
Full Locality	3.25	45.21	90.42	135.63
Half Locality		22.61	45.21	67.82
Annually				
Full Locality	169.00	2351.00	4702.00	7053.00
Half Locality		1175.50	2351.00	3526.50