

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

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

Torres Shire Council

AND

The Australian Workers Union of Employees, Queensland

AND

Queensland Services, Industrial Union of Employees

(Matter No. CB/2019/71)

**TORRES SHIRE COUNCIL CERTIFIED AGREEMENT 2019**

*Torres Shire Council Certified Agreement 2019*

**Certificate of Approval**

On 6 September 2019, the Commission certified the attached written agreement in accordance with s 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:** TORRES SHIRE COUNCIL CERTIFIED AGREEMENT 2019

**Parties to the Agreement:**

- Torres Shire Council
- The Australian Workers Union of Employees, Queensland
- Queensland Services, Industrial Union of Employees

**Operative Date:** 6 September 2019

**Nominal Expiry Date:** 6 September 2022

**Previous Agreement:** *Torres Shire Council Certified Agreement 2010*

**Termination Date of Previous Agreement:** 6 September 2019

By the Commission.

C.M. HARTIGAN  
Industrial Commissioner  
6 September 2019

**Torres Shire ABN 34 108 162 398**

**And**

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

**And**

**Queensland Services, Industrial Union of Employees,**

**TORRES SHIRE COUNCIL CERTIFIED AGREEMENT 2019**

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### PART 1 – PRELIMINARY

#### 1.1. Title

This Agreement shall be known as the Torres Shire Council Certified Agreement 2019.

#### 1.2. Agreement Coverage

1.2.1. **Employee Coverage** – Subject to Clause 1.2.2 hereof this Agreement covers all Torres Shire Council employees employed in classifications contained in the Awards listed in Clause 1.12 of this Certified Agreement.

1.2.2. **Exclusions** - This Agreement shall not apply to the employment of a senior officer, as defined in Division 2 – Section 1 – Clause 4.2 of the *Queensland Local Government Industry (Stream A) Award – State 2017*, employed pursuant to a written contract of employment, where:

- 1.2.2.1. The contract of employment states that the Award will not apply to the terms and conditions applicable to the employee; and
- 1.2.2.2. The terms and conditions of the contract do not result, on balance, in a reduction in the overall terms and conditions of employment that would have been applicable to the employee under the Award and Agreement.

#### 1.3. Parties Bound

The parties to this Agreement will be the Torres Shire Council (hereafter called “Council”), and its’ Employees, The Australian Workers Union of Employees Queensland and the Queensland Services, Industrial Union of Employees.

#### 1.4. Date of Commencement and Period of Operation

This Agreement shall commence from the date of certification by the Queensland Industrial Relations Commission and remain in force for three years thereafter.

#### 1.5. No Extra Claims

The parties to this Agreement undertake that during the period of operation of the Agreement there shall be no further claims for wage or salary increases or improvement in employment conditions sought, or granted, except for those provided under the terms of this Agreement or adjustments to allowances granted by the Queensland Industrial Relations Commission from time to time.

## 1.6. Renegotiation of Agreement

### 1.6.1 Agreement's nominal expiry date

Any party to this Agreement may propose renegotiation of this Agreement within six months prior to this Agreement's nominal expiry date.

- 1.6.2 The parties agree to negotiate collectively in respect of all their employees and negotiations will be held between representatives from management representing Council and local job delegates/officials of relevant Unions.

## 1.7. Purpose and Commitments

- 1.7.1 **Standardisation and Modernisation** - The purpose of this Agreement is to both standardise as far as possible and modernise the operation of employment law affecting Council and its' employees to better reflect present operational circumstances.

- 1.7.2 **Good Faith" Agreement** - This Agreement is made in "good faith' and all of the parties commit to acting with best intent to ensure that there is no overall disadvantage to any employee and that all employees are 'better off overall" whilst at the same time providing productivity improvements for the Council.

- 1.7.3 **Link to Formal Organisational Plans** - This Certified Agreement is therefore an essential component of the ongoing process of meeting Council's Corporate Plan, Operational Plan, Community Plan, Customer Service Plan and the overall desire for continuing beneficial improvements for its' communities, by Council. It not only sets out the conditions of employment for all employees covered by the Agreement, but also contains a number of initiatives that are aimed at facilitating workplace flexibility and productivity enhancement.

- 1.7.4 **Building on Past Agreements** – To the extent permissible by law, this Agreement builds on past agreements and will further facilitate and enable all parties within the organisation to work together to continually improve the quality, responsiveness and productivity of Council's service provision to the communities it serves.

- 1.7.5 **Consultation on Future Structural Changes** - The parties acknowledge that some structural changes may take place during the term of this Agreement. This Agreement recognises the requirement for management and employees to fully consult on proposed changes.

- 1.7.6 **Tangible Benefits** - This Certified Agreement provides tangible benefits for all parties associated with Council -

For employees it provides:

- recognition of past performance and encouragement for future performance;
- an opportunity to share in gains secured through productivity improvements;
- an opportunity for improved skills development and job satisfaction, on-going quality and productivity improvement initiatives, as they relate to their work; and
- an opportunity to participate in decision making.

For the Torres Shire Council, it provides:

- commitment from all Agreement Parties to continually review and improve the quality and productivity of Council services;
- an opportunity to implement a single Certified 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;
- provides that open and full communications are maintained at all times;
- enables the organisation to be multi-skilled, flexible and adaptive to change;
- recognises all responsibilities to the communities to which Council provides services; and
- an opportunity to reward employees for achievements.

For the community, it provides:

- improved customer satisfaction;
- improved quality of service delivery;
- improved productivity of service delivery; and
- improved security of delivery of services.

For Council's Stakeholders it is another demonstration of the Council's proactiveness in seeking to optimise its' efficiency and relationship with its' workforce.

**1.7.7 Commitment to Council Vision, Mission, Goals** - This Certified 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 ensuring the Vision, Mission and Goals of Council are turned into reality and maintained. 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.

**1.7.8** 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;
- Good Industrial Relations/Workplace Reform;
- Focus on People/Customer Issues; and
- Work Organisation, Pursuit of Innovation and Quality, Benchmarking.

The identification, development and implementation of best practice principles will involve, in accordance with this Agreement, the Joint Consultative Committee referred to in this Certified Agreement.

## **1.8 Particular Application of the Local Government Act to Council Employees**

**1.8.1 Community responsibilities of Council** - All parties to this Certified Agreement recognise that local government in Queensland has a special role to play in both representing their particular Communities and providing them with necessary and valuable services.

**1.8.2 Interaction with Queensland Local Government Legislation** - The parties also recognise that all Council employees have particular obligations to observe all requirements placed upon them in accord with Chapter 6 - Part 5 "Local Government Employees" of the Local Government Act 2009 as amended from time to time together with Chapter 8 - Part 3 "Local Government Employees" of the Local Government Regulation 2012, made pursuant to that Act, and also as amended from time to time.

**1.8.3 Dispute Handling** - In the absence of any other mechanism, all parties agree that any disputes and/or grievances arising as a result of the application of Clause 1.8.2. above shall be dealt with in accordance with the terms of Clause 2.3 - Dispute Resolution.

## **1.9 Consultative Committee**

All parties to this Agreement agree to establish and maintain a Joint Consultative Committee (JCC).

### **1.9.1. Purpose**

The broad purposes of the JCC include:

- Acting as a primary consultation forum for management, employees and unions to discuss Council wide employment and industrial relations issues; and
- Improving the performance of Council in delivering services of value to its customers and at the same time enriching the work environment of all employees.

In addition, the parties are committed to a consultative and participative workplace culture that will bring about change and reform through cooperation.

Unions and Council are committed to achieving improved and effective consultation in the workplace and agree that cooperative consultation will provide employees with an opportunity, through their unions and forum representatives, to participate fully in discussions on issues which impact on their working lives and improve productive performance.

### **1.9.2. Structure and Composition**

The JCC comprises representatives of Council's management, Union delegates and officials from the unions listed as parties to the Agreement who represent Council employees. No more than three (3) representatives from each party are eligible to attend however, other representatives may attend if an agenda item requires specific representation.

The parties commit to the effective operation of the JCC and will provide the necessary support to successfully implement its agreed terms of reference.

### **1.9.3. Terms of reference**

The JCC shall aim to meet every three (3) months or as required, to receive and review information about Council and its workforce to undertake responsibilities and activities in accordance with this Agreement, and to consider broad industrial and employment matters that may impact the workforce, including but not limited to:

- Implementation of this Agreement and future Agreements;
- Proposed Council policies pertaining to this Agreement ;
- Proposed organisational change;
- Workplace issues that have the potential to impact on other than a single department, branch or discrete group of employees; and
- Any other matter raised by management or unions which impacts on the workforce.

## **1.10 Consultation - Introduction of changes**

### **1.10.1 Employer's duty to notify**

1.10.1.1 Prior to Council making a decision to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and, where relevant, their union/s.

1.10.1.2. 'Significant effects' includes termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

### **1.10.2 Employer's duty to consult over change**

1.10.2.1. Council shall consult with the employees affected and, where relevant, their union/s about the introduction of the changes referred to in Clauses 1.10.1.1. & 1.10.1.2. hereof, the effects the changes are likely to have on employees and measures to avoid or reduce the adverse effects of such, on employees.

1.10.2.2. Council will give prompt and genuine consideration and shall report back in writing on any matters raised by the employees and/or the relevant Union in relation to the changes.

1.10.2.3. The discussions shall commence as early as practicable before making the decision referred to in Clause 1.10.1.

1.10.2.4. For the purpose of such discussion, Council shall provide in writing to the employees concerned and, where relevant, their union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees provided that Council shall not be required to disclose confidential information, the disclosure of which would be adverse to Council's interests.

1.10.2.5. Where council is proposing to undertake restructuring which may result in a position becoming redundant, Council will provide the affected employees and their relevant union a summary of the proposed changes to the structure including any current positions which are likely to be displaced and/or deemed redundant, proposed new positions, and a list of the potentially affected positions including council's proposal to reduce the effects on each affected employee, and including any redeployment options as a result of the workplace change.

1.10.2.6. Where Council is proposing to make changes to Council's policies, which would result in 'significant effects' on employees, as defined by this Agreement, discussion will occur at the JCC before making a final decision.

## 1.11 Certified Agreement Communications and Access

**1.11.1. Copy of Agreement Provided** - All current employees will be given ready access to a copy of this Agreement in either hard copy or electronic form and all future employees will be provided with access to a copy upon commencement of employment.

**1.11.2. Location of Copies** – Copies of the formally Certified Agreement will be in the Council Administration Office, the Depot on Thursday and Horn Island, the Utilities Building and Sports Complex on Thursday Island, and, the Airport and Quarry on Horn Island. A written copy of such formal Certified Agreement will also be made available to any individual employee on request. An electronic copy of the formal Certified Agreement will also be made available on the Council Network.

**1.11.3. Communication Recognising Cultural Diversity** – In recognition of Council’s particular cultural environment, Council will provide opportunity recognising cultural needs, for all employees to access and understand the Agreement.

## 1.12 Parent Awards

This Agreement shall be read and applied wholly in conjunction with the terms of the following Awards:-

- 1.12.1 Queensland Local Government Industry (Stream A) Award - State 2017 – Division 1 & Division 2 - Section 1
- 1.12.2. Queensland Local Government Industry (Stream B) Award - State 2017 - Division 1 & Division 2 - Section 5
- 1.12.3 Queensland Local Government Industry (Stream C) Award - State 2017 – Division 1 & Division 2 - Sections 1 & 2

Where the term “Award” or “Awards” is used in the Agreement it refers to one or more of the Awards listed above. Provided that where there is any inconsistency between this Agreement and the above Awards, this Agreement shall prevail to the extent of that inconsistency. Specifically, it is agreed that this Agreement totally replaces the provisions of Clauses 13 – Allowances, 15

- Hours of Duty, 16 – Meal Breaks, 17 - Rest Pauses and 18 - Overtime in any Division or Section of any of the Awards listed above.

## PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT

### 2.1 Terms of Employment

The following terms of employment will apply to all employee regardless of classification or award under which they are employed.

**2.1.1. Basis of Employment Contract** - Employees will be employed in one of the following categories:

- a) Full-time;
- b) Part-time;
- c) Term appointment; or
- d) Casual.

**2.1.2. Letter of Appointment** - At the time of engagement, the employer will inform each employee in writing of the terms of their engagement.

**2.1.3. Full-time employees** - A full-time employee is an employee engaged to work an average of 38 ordinary hours per week.

**2.1.4. Part-time employees** -

**2.1.4.1.** An employer may employ part-time employees in any classification in this Agreement. A part-time employee is an employee who works less than the full-time hours of 38 per week and has reasonably predictable hours of work; and receives, on a pro rata basis, equivalent pay and conditions, excluding accumulation of rostered days off, to those full-time employees who do the same kind of work.

**2.1.4.2.** At the time of engagement, Council and the part-time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and where practicable the actual starting and finishing times each day. Any agreed flexibilities or variation to the hours of work will also be recorded in writing.

- 2.1.4.3. A part-time employee cannot be rostered for any less than three hour's work on any day.
- 2.1.4.4. A part-time employee may agree to work up to an average of 38 ordinary hours per week for agreed short periods at the hourly ordinary time rate provided the agreement is entered into without duress, in writing and stipulates that hours are to be paid at ordinary hours.
- 2.1.4.5. A part-time employee employed under the provisions of this Clause must be paid for ordinary hours worked at the rate of 1/38th of the minimum weekly rate prescribed in Schedule 1 for a full-time employee in the relevant classification.

#### **2.1.5. Casual employees -**

- 2.1.5.1. A casual employee is an employee engaged and paid as such and shall be engaged for a minimum period of 3 hours on any one day.
- 2.1.5.2. Casual employees will be paid, in addition to the hourly ordinary time rate and rates payable for the work in question, an additional loading of 25% of the hourly ordinary time rate for the classification in which they are employed.
- 2.1.5.3. Casual employees are not eligible for paid Personal, Annual, Bereavement or Domestic and Family Violence Leave.
- 2.1.5.4. Penalties, including public holiday penalties and overtime, for casual employees will be calculated on the base hourly ordinary time rate for the classification in which they are employed inclusive of the casual loading.

#### **2.1.6. Probationary period -**

- 2.1.6.1. Appointment to all positions shall be for a minimum 3-month probationary period unless there is agreement in writing between Council and the employee as to what may constitute a reasonable period of probation.
- 2.1.6.2. Probationary periods may be either extended or reduced depending on employee performance however no probationary period can extend beyond 6 months.
- 2.1.6.3. Trainees and Apprentices will be engaged under this Agreement, and in conjunction with the Order for Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities).

### **2.2. Termination Change and Redundancy**

#### **2.2.1. Termination of employment –**

Termination of employment of any employee is always subject to the relevant terms of the *Industrial Relations Act 2016 (Qld)* and Regulations as amended from time to time as well as the terms and conditions of this Clause.

##### **2.2.1.1. Termination by employer -**

An employer may dismiss an employee only if the employee has been given the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year -	1 week
More than 1 year but not more than 3 years -	2 weeks
More than 3 years but not more than 5 years -	3 weeks
More than 5 years -	4 weeks

In addition to the notice in above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.

Payment in lieu of notice shall be made if the appropriate notice is not given provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- 2.2.1.1.1. The ordinary working hours to be worked by the employee; and
- 2.2.1.1.2. The amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
- 2.2.1.1.3. Any other amounts payable under the employee's employment contract.

The period of notice in this Clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

**2.2.1.2. Notice of termination by employee -**

The notice of termination required to be given by an employee shall be two weeks. If an employee fails to give notice, Council shall have the right to withhold monies due to the employee with a maximum amount equal to one week.

This Clause shall not apply to casual employees or to employees engaged for a specific period or for a specific task or tasks. To remove any ambiguity, this employment is elsewhere referred to as a 'term appointment'.

**2.2.1.3. Statement of employment -**

An employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

**2.2.1.4. Time off during notice period -**

During the period of notice of termination given by Council, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at a time convenient to the employee after consultation with Council.

**2.2.2. Introduction of Changes/Redundancy**

**2.2.2.1. Council's duty to notify and consult –**

Where redundancies are proposed, Council shall consult on these changes in accordance with the arrangements contained in Clause 1.10 of this Agreement.

**2.2.3. Transfer to lower paid duties –**

Where an employee is transferred to lower paid duties in lieu of redundancy, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under Clause 2.2.1.1. .

Council may, at its option, make payment in lieu thereof of an amount equal to the difference between the former amounts Council would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice stillowing.

The amounts must be worked out based on the following:

- i. The ordinary working hours to be worked by the employee; and
- ii. The amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
- iii. Any other amounts payable under the employee's employment contract.

**2.2.4. Transmission of business -**

Where a Council business is transmitted from Council (transmitter) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the Council business, becomes an employee of the new employer:

- the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
- the period of employment which the employee has had with the Council business or any prior Council employment shall be deemed to be service of the employee with the new employer.

In this Clause "business" includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

**2.2.5. Time off during notice period –**

Where a decision has been made to terminate an employee due to redundancy the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of Council, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose, a statutory declaration will suffice.

**2.2.6. Notice to Centrelink -**

Where a decision has been made to terminate employees in circumstances due to redundancy, Council shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the termination are intended to be carried out.

**2.2.7. Severance pay –**

In addition to the period of notice prescribed for ordinary termination in Clause 2.2.1.1, and subject to further order of the Commission, an employee whose employment is terminated due to redundancy Shall be entitled to the following amounts of severance pay:

## Period of Continuous Service

Less than 1 year -	nil
1 year but not more than 2 years -	4
More than 2 years but not more than 3 years -	6
More than 3 years but not more than 4 years -	7
More than 4 years but not more than 5 years -	8
More than 5 years but not more than 6 years -	9
More than 6 years but not more than 7 years -	10
More than 7 years but not more than 8 years -	11
More than 8 years but not more than 9 years -	12
More than 9 years but not more than 10 years-	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years -	16

'Weeks' Pay' means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

**2.2.8. Superannuation benefits -**

An employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- Council has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits.

**2.2.9. Employee leaving during notice –**

An employee whose employment is terminated for reasons set out in Clause 2.2 may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this Clause had such employee remained with the employer until the expiry of such notice: Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

**2.2.10. Alternative employment –**

Council may, in a particular case, make application to the Commission to have the general severance pay prescription amended if Council obtains acceptable alternative employment for an employee.

**2.2.11. Employees with less than one year's service –**

Redundancy payments shall not apply to employees with less than one year's continuous service. Council will give the relevant employees an indication of the impending redundancy at the first reasonable opportunity, and will take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

**2.2.12. Employees exempted**

Clause 2.2.3. to 2.2.15. shall not apply:

Where employment is terminated because of misconduct on the part of the employee;or

- i. To employees engaged for a specific period or task(s); or
- ii. To casual employees.

**2.2.13. Exemption where transmission of business –**

The provisions of Clause 2.2.3. to 2.2.15. are not applicable where a Council business is transmitted to another employer (transmittee), in any of the following circumstances:

- 2.2.13.1. where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with Council, and any prior transmitter, to be continuous service of the employee with the transmittee; or
- 2.2.13.2. where the employee rejects an offer of employment with the transmittee in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.
- 2.2.13.3. The Commission may amend Clause 2.2 hereof if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

**2.2.14. Incapacity to pay –**

In a particular redundancy case Council may make application to the Commission to have the general severance pay prescription amended on the basis of the employer's incapacity to pay.

**2.2.15. Continuity of service - transfer of a calling –**

In cases where a transfer of a calling occurs, continuity of service should be determined in accordance with the relevant Sections of the Queensland Industrial Relations 2016 Act as amended from time to time.

**2.3. Dispute Resolution****2.3.1 Prevention and settlement of disputes – Agreement and Award matters**

- 2.3.1.1. The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Agreement through information and explanation, consultation, co-operation and negotiation.
- 2.3.1.2. Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- 2.3.1.3. In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures shall apply:
  - 2.3.1.3.1. the matter is to be discussed by the employee's union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
  - 2.3.1.3.2. if the matter is not resolved as per Clause 2.3.2. it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;
  - 2.3.1.3.3. if the matter remains unresolved it may be referred to the employer for discussion and appropriate action. This process should not exceed 14 days; and
  - 2.3.1.3.4. if the matter is not resolved then it may be referred by either party to the Commission.
- 2.3.1.4. Nothing contained in this procedure shall prevent unions or the employer from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

### 2.3.2 **Prevention and settlement of employee grievances and disputes** - other than Agreement and Award matters

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

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

Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to resolve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.

Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's representative during the course of Stage 2.

Stage 3: If the grievance is still unresolved, the manager will advise Councils Chief Executive Officer (CEO) and the aggrieved employee may submit the matter in writing to the CEO if such employee wishes to pursue the matter further. If desired by either party the matter may also be notified to the relevant Union.

2.3.3. Council shall ensure that:

2.3.3.1. the aggrieved employee or such employee's Union representative has the opportunity to present all aspects of the grievance; and

2.3.3.2. the grievance shall be investigated in a thorough, fair and impartial manner.

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

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

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

Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.

Stage 2: Not to exceed 7 days.

Stage 3: Not to exceed 14 days.

2.3.7. If the grievance or dispute is not settled the matter may be referred to the Commission by the employee or the union.

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

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

## 2.4 **Union Representation and Access**

A Union representative will have right of entry to the workplace in accordance with the terms of the *Industrial Relations Act 2016 (Qld)*

## 2.5. **Deduction of Union Fees**

Council shall, on the request in writing of any employee, pay to a Union nominated by the employee out of the money due to such employee in respect of wages, the annual contribution of such employee as a member of that Union.

## 2.6 **Trade Union Training Leave**

2.6.1. Upon written application by an employee such application being endorsed by the Union and giving to Council at least one month's notice, such employee shall be granted up to 10 working days' leave (non-cumulative) on ordinary pay in any two-calendar year period to attend courses and seminars conducted by the Union.

2.6.2. Other courses mutually agreed between the Union and an Employer, or Employers, may be included under Clause 2.6.

- 2.6.3. For the purposes of Clause 2.6, "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.
- 2.6.4. The granting of such leave shall be subject to the following conditions:
- 2.6.4.1. An employee must have at least 12 months uninterrupted service with an Employer prior to such leave being granted.
- 2.6.4.2. The maximum number of employees attending a course or seminar at the same time will be four subject to mutual agreement, provided that where Council has more than one place of employment in Queensland, then the formula above shall apply to the number of employees employed in or from each individual place of employment.
- 2.6.5. The granting of such leave shall be subject to the convenience of the Employer and so that the operations of Council will not be unduly affected.
- 2.6.6. 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.
- 2.6.7. 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.
- 2.6.8. 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.
- 2.6.9. Such paid leave will not affect other leave granted to employees under this Agreement.

## **PART 3 WAGES, SUPERANNUATION AND ALLOWANCES**

### **3.1 Wages Increases and Wage Rates**

- 3.1.1. In addition to the 3.5% wage increase made to all employees covered by this Agreement from 1 September 2018, the following additional wage increases will be made during the life of this Agreement.
- From the first full pay period commencing after 1 September 2019 - \$24 per week or 2% increase whichever is the greater
  - From the first full pay period commencing after 1 September 2020 – 2.25%
  - From the first full pay period commencing after 1 September 2021 – 2.5%
- 3.1.2. The details of all wage rates incorporating the wage increases in 3.1.1. payable during the life of this Agreement are contained in Schedule 1.

### **3.2 Classification of Employees, Appointment of Supervisors and Wage Progression**

- 3.2.1. **Classifications** – Employees will be classified by Council in accordance with the classification definitions contained in the relevant Award.
- 3.2.2. **Request for Review of Classification** – An employee covered by this Agreement may make written request for a position reclassification where it can be demonstrated there have been significant changes to their position or where the employee's position has been restructured or reorganised or as a result of a substantive change in the position initiated by the Council.
- 3.2.2.1. Upon receipt of a written request by an employee, Council will, within eight weeks of the receipt of the request provide the employee with written advice as follows:
- the employee's classification;
  - the reasons for the employee's appointment to that classification including but not limited to:
  - characteristics and requirements of the position;
  - the responsibilities of the position;
  - the organisational relationship; and
  - the extent of authority.
  - An employee may not make a request for review within 12 months of the date of their last review. The grounds for which a request for review may be made are as follows:
    - Identifiable changes in the nature and work value of the duties performed;

- Increases in responsibilities; and
- Change in the skills, knowledge and experience required to undertake the duties such that the duties of the position as required to be performed by the individual, when assessed against the classification definitions, place the position at a higher level.
- The employee may request a representative to be party to any discussions.
- An employee may dispute the classification determined by Council. Any disputes that are initiated regarding classification shall be dealt with in accordance with the disputes procedure contained in Clause 2.3 of this Agreement.

### **3.2.3. Wage Progression –**

- 3.2.3.1. Classification of employees to the relevant levels contained within the relevant award will always be based on the requirements of the relevant classification together with the demonstrated skill levels of employees.
- 3.2.3.2. Where the classification structure in the relevant Award provides for increments, movement to the next highest salary point within a level will be by way of annual review subject to the employee having given satisfactory service for the prior twelve months in accordance with a Staff Development and Appraisal System (SDAS) developed by Council. Where no SDAS undertaken then movement to the next increment will occur.

### **3.3. Higher Duties**

- 3.3.1. **Outdoor employees Short Daily Appointments to Higher Duties (Stream B)** – Outdoor employees where formally appointed working to cover unexpected short daily absences in classifications contained in the relevant award shall be paid a minimum of 4 hours pay for each occasion they are appointed to a higher classification on any one day.
- 3.3.2. **Other Employees - More than 5 Days Appointment** – All other employees working in classifications contained in the Local Government Industry Award (Stream A Division 2 – Section 1 and formally appointed to higher duties for a period of more than 5 working days, will be paid to the following scale –
- 3.3.2.1. On the first occasion they are so appointed – 85% of the difference between the employee's usual wage rate for their usual classification and the higher wage rate for that higher vocational classification to which they are appointed; and
- 3.3.2.1. On the second occasion they are so appointed, 100% of the first wage level of the higher vocational classification.

### **3.4. Salary Sacrificing**

Council will cooperate with and facilitate any employee undertaking salary sacrificing on the basis that all arrangements are lawful arrangements in accord with Australian Taxation Law applicable to the employee and the employee.

### **3.5. Payment of Wages (Including Superannuation)**

All wages and allowances shall be paid at least fortnightly and shall be made to employees by means of Electronic Fund Transfer to a bank, building society or credit union or other financial institution nominated by the employee receiving the salary or allowance where the Electronic Fund Transfer is of such an amount as will ensure to the employee payment of salary and allowances in full at the place where payment is tendered.

Superannuation contributions will be made to a complying fund of the employee's choice. Where the employee does not choose a fund, superannuation payments will be made by Council to LGIA Super as the default fund. Superannuation payments will be made for all periods of paid leave in accordance with legislative requirements. Council will continue to pay superannuation contributions to the nominated superannuation fund on a monthly basis and payments disclosed on employees' pay slips. Employees may choose to salary sacrifice additional superannuation contributions provided that any external costs incurred are the responsibility of the employee.

### 3.6. Remote Travel Expense and Living Allowances

#### 3.6.1. Compensation for Remote Travel Expenses (amount not taxable as calculated as nominal reimbursement of expense)

A permanent employee, having been employed with Council for 12 months or more shall receive the following amounts as remote travel reimbursement.

Employee Type	Amount \$
Employee without any or all of a child, mother, father, partner living under the same roof	\$1524 for the life of the agreement
Employee with any or all of a child, mother, father, partner living under the same roof	\$3048 for the life of the agreement

A permanent employee shall receive the remote travel reimbursement on a pro-rata basis if employed by Council for a period less than 12 months.

Payment for the above amount shall be made in the week before the first pay period of November each year as a lump sum.

#### 3.6.2. Remote Locality Allowance –

A locality allowance shall be payable to permanent employees in accordance with the schedule outlined below.

Payment Date	Status Dependents	Annual Rate \$
Paid fortnightly from the first pay period after the commencement of certification of this Certified Agreement	Employee with dependents	\$7,053.00*
Paid fortnightly from the first pay period after the commencement of certification of this Certified Agreement	Employee without dependents	\$3,256.50
Paid fortnightly from the first pay period after the commencement of certification of this Certified Agreement	Dependent spouse/defacto that receives locality allowance	\$3,526.50

\*Based on rates for Thursday Island in Division 2 Section 1 Schedule 2 (Locality Allowance).

For the purpose of locality allowance, spouse/defacto and children will be regarded as dependent if they are in receipt of remuneration less than the State Wage Case (minimum wage) as determined annually.

Remote Locality Allowance is paid in lieu of any award entitlement to Locality, Divisional and District Allowance however expressed.

### 3.7. Disability Allowances

The only allowances to be paid to employees will be those listed below in this Clause and in Clause 3.6.

- 3.7.1. **Construction Work Allowance** – An employee and their supervisor when undertaking any of the work as set out in sub - clause 3.7.1.1. below or exposed to the disabilities detailed in sub-clauses 3.7.1.1.1. to 3.7.1.1.12. shall be paid an allowance at the rate of \$32.00 per week for the life of the agreement”.
- 3.7.1.1. Construction, reconstruction, alteration, repair and/or maintenance work shall mean and include all work performed on site on construction, reconstruction, alteration, repair and/or maintenance of buildings and tourist facilities, (including the construction of additions to existing buildings and the necessary alterations to existing buildings to make them conform to any new additions and the demolition of buildings), the disability of work on all types of scaffold including a single plank or bosun’s chair, water towers, water mains, or reservoirs; dams, barrages, weirs or similar structures, bridges, wharves, piers or jetties, over-passes, under-passes and concrete work incidental thereto, rubbish dumps, filling in, grading and control of fires on rubbish dumps, clay pits and quarries; sewerage construction work; pipelines, culverts, kerbing, channelling, roads, traffic islands, gardening, grass cutting or using other agricultural operations, and concrete ornamental lakes and land reclamation and or land clearing associated with estate development and building construction, or any activities associated with Council “outdoor” activities including the mechanical workshop; or who are exposed to the following:
- 3.7.1.1.1. Climatic conditions where working in the open on all types of work including wet and rainy conditions;
- 3.7.1.1.2. The physical disadvantages of having to climb stairs or ladders;
- 3.7.1.1.3. Rain or dust blowing in the wind on construction sites;
- 3.7.1.1.4. Sloppy or muddy conditions;
- 3.7.1.1.5. Dirty conditions;
- 3.7.1.1.6. Drippings from newly poured concrete;
- 3.7.1.1.7. Working at any heights;
- 3.7.1.1.8. The lack of usual amenities associated with factory work;
- 3.7.1.1.9. Treatment plants when Sewerage Treatment Plant operators are engaged in work at the treatment plant;
- 3.7.1.1.10. Operation of the dam, weir or barrage;
- 3.7.1.1.11. Working in dirty or wet places; and
- 3.7.1.1.12. All other present disabilities not specifically compensated or allowed for by any other provision of this Certified Agreement.
- 3.7.1.2. The allowance referred to in Clause 3.7.1. shall be treated as part of the ordinary weekly wage for all purposes of this Agreement to compensate for the listed disabilities and paid whilst on personal, annual or long service leave.

The following allowances from 3.7.2 to 3.7.10 inclusive are not treated as part of the ordinary weekly wage for all purposes of this Agreement and are not included in calculation of annual or long service leave.

- 3.7.2. **Confined Space** - An employee shall be paid 0.84 cents per hour, for the life of this Certified Agreement, per hour above the ordinary rate for the actual time employed in any compartment, space or place the dimensions of which necessitate such employee working in tunnels or ducts less than 1.2 meters in diameter.
- 3.7.3. **Tools** – Where possible, tools will be provided by Council but where tradespersons are required to supply and use their own tools, an allowance of \$21.63 per week or \$5.20 per day, shall be payable, for the life of this Certified Agreement.
- 3.7.4. **Toxic Substances** –
- 3.7.4.1. Whilst using such substances, the employee shall be paid 0.84 cents per hour above the ordinary rate for the actual time so employed, for the life of this Certified Agreement.
- 3.7.4.2. The definition of “toxic substances” shall be restricted to include epoxy-based materials, and, materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system.

- 3.7.5. **Noxious Fumes/Poisonous Sprays** - Work amongst ammonia or other noxious gas fumes or work done using poison sprays for the control of noxious weeds such as pear, burr and groundsel shall be paid an additional 0.84 cents per hour for actual time worked in addition to their ordinary rates, for the life of this Certified Agreement.
- 3.7.6. **Live Sewerage Rate-**
- 3.7.6.1. Employees engaged on live sewer work in the case of breakdowns or similar circumstances, or, cleaning septic tanks shall, during ordinary hours, be paid at the rate of time and a-half for all ordinary time so engaged.
- 3.7.6.2. During overtime or on week-ends or public holidays employees shall be paid one-half of the ordinary hourly rate in addition to the relevant overtime, week-end or public holiday rate for all time engaged on live sewer work. The term “live sewer work” shall mean work carried out in situations where there is direct aerial connection with a sewer through which sewerage is flowing. The term shall also include work in connection with septic tanks and cleaning of mechanical plant if such plant is contaminated with sewerage.
- 3.7.6.3. Employees who are on any day required to carry out work in connections with the release of blockages in sewerage lines, septic tanks and connections thereto shall be paid not less than 4 hours at the appropriate rates. All time involved in travelling to and from such operations shall be deemed to be time worked for this purpose.
- 3.7.6.4. An employee engaged as a sewerage treatment plant operator shall not be entitled to the live sewerage rate when engaged in work at the treatment plant.
- 3.7.7. **Handling Asbestos –**
- 3.7.7.1. Employees required to use materials containing asbestos or to work in close proximity to employees using such materials shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) such employees shall be paid 0.84 cents per hour for actual time worked in addition to their ordinary rates, for the life of this Certified Agreement.
- 3.7.7.2. The following shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this Agreement;
- 3.7.7.2.1. Asbestos eradication is defined as work on or about buildings, involving the removal or any other method of neutralisation of any materials which consist of, or contain asbestos;
- 3.7.7.2.2. All aspects of asbestos work will meet, as a minimum standard, the National Health and Medical Research Council codes, as amended from time to time, for the safe demolition/removal of asbestos based materials;
- 3.7.7.2.3. Without limiting the effect of the above provision, any person who carried out asbestos eradication work shall do so in accordance with the legislation/regulations prescribed by the appropriate authorities;
- 3.7.7.2.4. In addition to the rates prescribed in this Agreement, an employee engaged in asbestos eradication (as defined) shall receive in addition \$2.31 per hour for actual time worked in addition to their ordinary rates, for the life of this Certified Agreement.
- 3.7.7.2.5. Respiratory protective equipment, conforming to the relevant parts of the appropriate Australian Standard (i.e. 1716 “Specification for Respiratory Protective Devices”) shall be worn by all personnel during work involving eradication of asbestos.
- 3.7.8. **Refuse –**
- 3.7.8.1. Drivers of rubbish vehicles and their assistants primarily engaged on the collection of refuse shall be paid an additional amount of \$2.62 per hour for actual time worked in addition to their ordinary rates, for the life of this Certified Agreement, whilst directly engaged on refuse collection work.
- 3.7.8.2. Where an employee is primarily engaged in refuse collection, the allowances prescribed by Clause 3.7.8.1. shall be treated as part of the ordinary weekly wage for all purposes of this Agreement.

### 3.8 Other Allowances

- 3.8.1 **First Aid** – Where Council appoints an employee who holds an appropriate first-aid certificate as a first-aid attendant, an additional \$17.55 per week shall be paid to such employee, for the life of this Certified Agreement.
- 3.8.2 **Meal Allowance** – An employee required to work more than 2 hours overtime on any one day following ordinary time, shall be supplied with a reasonable meal at Council's expense or be paid a meal allowance of \$12.80, for the life of this Certified Agreement.

## PART 4 – HOURS OF WORK, ROSTERING, OVERTIME AND SPECIAL PAYMENTS

### 4.1 Ordinary hours of work

4.1.1. Subject to the provisions of Clauses 4.1.3.1. to 4.1.7 and Clause 4.2, the ordinary hours of duty for employees covered by this Agreement shall be an average of 38 hours per week with a maximum of 8 hours per day to be worked on one of the following bases:

- (i) 38 ordinary hours within a work cycle not exceeding 7 consecutive days; or
- (ii) 76 ordinary hours within a work cycle not exceeding 14 consecutive days; or
- (iii) 114 ordinary hours within a work cycle not exceeding 21 consecutive days; or
- (iv) 152 ordinary hours within a work cycle not exceeding 28 consecutive days; or
- (v) any other arrangement mutually agreed between the employer and the affected employee or employees, provided that the ordinary hours do not exceed an average of 38 hours per week.

4.1.2. Different methods of working a 38-hour week may apply to individual employees, groups or sections of employees in each location concerned.

4.1.3.1. Subject to Clause 4.1.3.2. the method of working the 38-hour week may be altered by the employer after giving seven days' notice, or such shorter period as may be mutually agreed.

4.1.3.2. Prior to any alteration to the method of working the 38-hour week the employer shall consult with the employees directly concerned about the proposed changes.

4.1.3.3. The ordinary hours of duty may exceed 8 hours per day, to a maximum of 10 hours, provided that any such arrangement shall be subject to agreement between Council and the majority of employees concerned.

4.1.3.4. Where any arrangement of ordinary hours exceeds 8 on any day the relevant union is to be notified in writing within 14 days of commencement of such arrangement.

4.1.4. Where Council requires it, employees shall commence their ordinary hours and rest pauses at different times to ensure continuity of service.

4.1.5. Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks, to maximise available working time. Preparation for work and cleaning up of the employee's person shall be in the employee's time.

4.1.6. Where the arrangement of ordinary hours of work for a full-time employee provides for a rostered day off, Council and an individual employee and/or the majority of employees concerned may agree to accrue up to a maximum of five rostered days off. Consent to accrue rostered days off shall not be unreasonably withheld by either party.

4.1.7. Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which each rostered day off was accrued.

### 4.2 Arrangement of ordinary hours

4.2.1. Subject to Clause 4.3 the ordinary hours of duty may be worked on any five consecutive days in the week, Monday to Sunday inclusive, subject to the following:

- 4.2.1.1. Ordinary hours worked on a Saturday shall be paid for at the rate of time and one-half for the first 3 hours and double time thereafter;
- 4.2.1.2. Ordinary hours worked on a Sunday shall be paid for at the rate of double time.

4.2.2. Any arrangement of hours which includes a Saturday or Sunday as ordinary hours shall be subject to agreement between the employer and the majority of employees concerned.

4.2.3. Where any arrangement of hours includes a Saturday or Sunday as ordinary hours the relevant union/s shall be notified in writing within 14 days of commencement of such arrangement.

4.2.4.1. In camps, maintenance patrol operations or where special circumstances exist, it may be mutually agreed between Council and the majority of employees concerned that the ordinary hours in any of the work cycles prescribed in Clause 4.1 may be worked on consecutive days. In such cases, Saturdays and Sundays falling within the period of work shall not be subject to the additional payments prescribed in Clauses 4.2.1.1. or 4.2.1.2.

### **4.3 Spread of ordinary working hours**

4.3.1. Subject to Clauses 4.3.2.1. to 4.3.8. inclusive, the ordinary hours of duty shall be worked continuously, except for meal breaks and rest pauses, between 0600 and 1800.

4.3.2.1. The spread of ordinary hours prescribed in Clause 4.3.1. may be altered as to all or a section of employees provided there is mutual agreement between the employer and the majority of employees concerned.

4.3.2.2. Where special circumstances, such as tidal or flood waters, traffic flows or climatic conditions necessitate work outside the ordinary spread of hours on a particular job or project, the ordinary starting and finishing times may be altered by the employer with the agreement of the majority of employees concerned. Provided that the maximum number of ordinary hours of duty are not exceeded, any such altered starting and finishing time will not invoke any penalty payment that would not be payable if the spread of hours in Clause 4.3.1. was observed.

4.3.3. Local-laws compliance employees

4.3.3.1. The ordinary hours of work of local-laws compliance employees directly engaged on the enforcement or monitoring observance of Council local-laws shall be determined by Council after consultation with the employees concerned.

4.3.3.2. Where broken shifts are worked, there shall not be more than 16 hours between the starting and finishing time on any one day.

4.3.4. Sanitary and garbage workers

The ordinary hours of duty of sanitary and garbage workers may be worked between the hours of 0400 and 1600.

4.3.5. Street sweepers and/or cleaners, sewer cleaners and pump attendants

4.3.5.1. The ordinary hours of duty of street sweepers and/or cleaners, operators of street sweeping and flushing machines, sewer cleaners underground and pump attendants shall be determined by the employer based on the requirements of the work.

4.3.5.2. Where such employees are required to work their ordinary hours before 0600 or after 1800 an additional amount of 25% of the ordinary time hourly rate shall be paid for all hours worked before 0600 or after 1800.

4.3.6. Water and sewerage treatment employees

The ordinary hours of work of employees at water and sewerage treatment plants shall be determined by Council employer after consultation with the employees concerned.

4.3.7. Bus drivers

4.3.7.1. The starting and finishing times of motor bus drivers and depot attendants engaged in bus services operated by the employer shall be as determined by the employer and contained in a roster displayed in a prominent place in the depot.

4.3.7.2. Except in the case of unforeseen circumstances (such as the illness or absence of another driver), or where the employee/s concerned agree, the roster shall not be changed unless six days' notice of such change is given by the employer.

4.3.8. Swimming pool employees

4.3.8.1. The ordinary hours of work of all employees employed at swimming pools, other than Fitness Instructors and Support Workers, shall be determined by Council after consultation with the employees concerned.

4.3.8.2. Except in the case of managers, caretakers or persons in charge, the hours determined in accordance with Clause 4.3.8.1. may be worked based on a split shift within a spread of 12 hours from the starting time each day, with not more than two breaks other than meal breaks or rest pauses.

#### 4.4 Shift work

- 4.4.1. Council may require specific work to be performed based on shift work. Prior to implementing a system of shift work consultation shall take place between Council and the affected employees.
- 4.4.2. The ordinary hours of duty of shift workers shall average 38 hours per week inclusive of a paid crib break each day and shall not exceed 152 hours in 28 consecutive days.
- 4.4.3. A shift shall consist of not more than 10 hours inclusive of a paid crib break, subject to the following conditions:
- 4.4.3.1. in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any shift, the arrangement of hours shall be subject to agreement between Council and the majority of employees in the work section or sections concerned;
- 4.4.3.2. by agreement between Council, the Union/s concerned and the majority of employees in the plant, work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:
- 4.4.3.2.1. Council and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12-hour shifts;
- 4.4.3.2.2. proper health and monitoring procedures being introduced;
- 4.4.3.2.3. suitable roster arrangements being made;
- 4.4.3.2.4. proper supervision being provided; and
- 4.4.3.3. except at the regular changeover of shifts, an employee shall not be required to work more than one shift in each 24 hours.
- 4.4.4. Unless otherwise agreed between the employer and the majority of employees affected:
- afternoon shift means a shift finishing after 1800 and at or before 2400; and
  - night shift means a shift finishing after 2400 and at or before 0800.

#### 4.5 Shift allowances

- 4.5.1. In addition to the wage rates prescribed in this Section, shift workers shall be paid the following shift allowances for each ordinary hour worked on an afternoon or night shift between 0000 Monday and 2400 Friday inclusive:
- afternoon shift - 12.5%
  - night shift - 15%
- 4.5.2. All ordinary time worked by shift a worker between midnight Friday and midnight Saturday shall be paid for at the rate of time and one-half for the first 3 hours and double time thereafter.
- 4.5.3. All ordinary time worked by a shift worker between midnight Saturday and midnight Sunday shall be paid for at the rate of double time.

#### 4.6 Meal breaks

##### 4.6.1 Meal Breaks during ordinary hours of duty

- 4.6.1.1. Subject to Clause 4.6.1.4. employees working day work shall be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes to commence not later than 6 hours after the ordinary starting time each day.
- 4.6.1.2. The duration of a meal break having been determined, it may only be altered by mutual agreement or by the giving of one week's notice to the employee/s concerned.
- 4.6.2. Shift workers shall be allowed a 30-minute paid crib break to be taken in such a manner as to not interfere with the continuity of work where continuity is necessary.
- 4.6.3. Except as provided for in Clause 4.1.6 (d), all work done during the recognised meal break shall be paid for at the rate of double time. Such payment will continue until a meal break is taken.

#### **4.6.4. Continuity of work during meal breaks**

4.6.4.1. Where the efficiency of Council may be increased through a job being completed or work being continued for up to 30 minutes into the normal meal break, the meal break may be delayed up to a maximum of 30 minutes without penalty.

4.6.4.2. The normal meal break shall be taken on the completion of the job or when 30 minutes has elapsed.

4.6.4.3. Where the work situation requires it, Council and the employee/s may agree to reduce the normal meal break duration to 30 minutes, taken within the normal starting and ceasing time of the meal break, provided that any employee/s who normally has a 45- or 60-minute meal break shall finish work 15 minutes or 30 minutes earlier, as the case may be.

#### **4.6.5 Crib Breaks**

4.6.5.1.1. An employee required to continue work after the normal ceasing time on any day shall be entitled to a 30-minute paid crib break after 2 hours' overtime where work is to continue beyond 2 hours.

4.6.5.1.2. Where such overtime continues beyond 1800, a 30-minute paid crib break shall be provided after one hour of overtime where work is to continue beyond that one-hour period.

4.6.5.1.3. After each further period of 4 hours' overtime on the same day, the employee shall be allowed 45 minutes for a paid crib break where work is to continue beyond that 4-hour period.

4.6.5.2.1. In all other circumstances an employee shall be entitled to a paid crib break of 30 minutes after 5 hours of overtime where the employee is required to work beyond the fifth hour.

4.6.5.2.2. (ii) A further paid crib break of 45 minutes shall be provided after each additional period of 4 hours where the employee is required to work beyond that 4-hour period.

4.6.5.2.3. At each paid crib break mentioned in Clauses 4.6.5.2.1 and 4.6.5.2.2 the employee concerned, other than one living in camp, shall either be provided with a reasonable meal at the employer's expense or paid a meal allowance of \$12.80 in lieu.

#### **4.7 Rest pauses**

4.7.1. Where practicable every employee shall be entitled to a rest pause of 10 minutes duration in Council's time in the first and second half of the working day to be taken at such times as will not interfere with the continuity of work where continuity is necessary.

4.7.2. Notwithstanding Clause 4.7.1. Council may determine that the rest pauses may be combined into one 20-minute rest pause, to be taken in the first part of the ordinary working day, with such 20-minute rest pause and the meal break arranged in such a way that the ordinary working day is broken up into three approximately equal working periods.

#### **4.8 Overtime**

##### **4.8.1 Overtime - general**

Council may require an employee to work reasonable overtime at overtime rates.

##### **4.8.2 Payment for overtime - day workers**

Except as provided elsewhere in this Clause:

4.8.2.1. All authorised overtime worked by an employee in excess of their ordinary daily hours of duty or outside their spread of ordinary working hours on a Monday to Friday, inclusive, shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter.

4.8.2.2. All authorised overtime worked by an employee on a rostered day off shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter with a minimum payment as for 3 hours' work. An employee shall not be entitled to a minimum payment in respect of each separate period of overtime.

4.8.2.3.1. Subject to Clause 4.8.2.3.2. all authorised overtime worked by an employee on a Saturday shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter with a minimum payment as for 3 hours' work. An employee shall not be entitled to a minimum payment in respect of each separate period of overtime.

4.8.2.3.2. In the case of an employee on call who is being paid the on-call allowance prescribed in Clause 4.8.5, a minimum payment of one and one-half hours shall apply.

- 4.8.2.4.1. Subject to Clause 4.8.2.4.2. all authorised overtime worked by an employee on a Sunday shall be paid at the rate of double time with a minimum payment as for 3 hours' work. An employee shall not be entitled to a minimum payment in respect of each separate period of overtime.
- 4.8.2.4.2. In the case of an employee on call who is being paid the on-call allowance prescribed in Clause 4.8.5, a minimum payment of one and one-half hours shall apply.
- 4.8.2.5. All authorised overtime worked by an employee on a public holiday shall be paid at the rate prescribed in Clause 6.13 of this Agreement
- 4.8.2.6. The minimum payments provided in Clauses 4.8.2(b), (c) and (d) shall not apply where such overtime is performed immediately preceding or following ordinary hours.
- 4.8.2.7. Employees employed under the Local Government Industry Award (Stream A) Division 2 Section 1 at Classification Level 6 and above shall not be paid overtime but shall accrue Time- Off-In-Lieu entitlements as provided for in Clause 4.8.8. of this Agreement
- 4.8.2.8. Employees employed under the Local Government Industry Award (Stream B) Division 2 Section 5 at Classification Level 6 and above shall have the option of being paid overtime or accruing Time-Off-In-Lieu entitlements as provided for in Clause 4.8.8. of this Agreement.

#### **4.8.3 Payment for overtime - shift workers**

- 4.8.3.1. Subject to Clause 4.8.3.2, all shift workers are to be paid for all authorised overtime at the rate of doubletime.
- 4.8.3.2. All authorised overtime worked by a shift worker on a public holiday shall be paid at the rate prescribed in Clause 6.13 of this Agreement.

#### **4.8.4 Payment for overtime - owner drivers**

In the case of an owner driver working overtime, overtime rates shall be paid on the wage of the driver as prescribed in the Local Government Industry Award Stream B – Division 1 Section 5 Section 12.1 and the use of the truck shall be paid in accordance with the hire rate as set out in Schedule 2 of that section of the Award.

#### **4.8.5 On call**

- 4.8.5.1. Where an employee is directed to remain on call between Monday to Saturday, inclusive, during any day or night outside their ordinary working hours shall be paid \$17.00 for each day and/or night during which the employee remains on call.
- 4.8.5.2. Where an employee is directed to remain on call on any Sunday or public holiday, the employee shall be paid for such Sunday or public holiday a sum equal to their pay for an ordinary working day of 8 hours subject to the following conditions:
  - 4.8.5.2.1. if the employee, whilst on call, is required to perform any work for which rates of pay are fixed by this Section, the employee shall be paid for the time so worked at the relevant overtime rate and the on-call payment shall be reduced by an amount bearing the same proportion to such sum as the time worked at overtime rates bears to the period of 8 hours (e.g. if 2 hours overtime is worked, the on-call payment shall be reduced by the equivalent of 2 hours' pay calculated at the employee's ordinary time rate); and
  - 4.8.5.2.2. if the time worked by the employee at overtime rates is 8 hours or more, then the employee shall be entitled to receive payment for the time worked beyond 8 hours at the applicable overtime rate without any further reduction in the on call payment.
- 4.8.5.3. An employee directed to remain on call must be able to be contacted and be able to respond within a reasonable period.
- 4.8.5.4. An employee shall not be on call due solely to a customary arrangement whereby the employee returns to Council's premises outside ordinary hours to perform a specific job.

**4.8.5.5. Remote response –**

An employee who is in receipt of an on-call allowance and available to immediately:

- Respond to phone calls or messages;
- Provide advice ('phone fixes');
- Arrange call out/rosters of other employees; and
- Remotely monitor and/or address issues by remote telephone and/or computer access, will be paid the applicable overtime rate for the time taken in dealing with each matter rounded up to the next 15 minutes.
- An employee remotely responding will be required to maintain and provide to Council a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response. The total overtime paid to an employee for all time remotely responding in any day commencing from the first response will be rounded up to the next 15 minutes.

**4.8.6 Recall to duty**

- 4.8.6.1.1. An employee recalled to work overtime on one of their ordinary working days (other than on a Saturday or Sunday) shall receive a minimum payment of 4 hours at the relevant overtime rate.
- 4.8.6.1.2. An employee shall not be entitled to the minimum payment prescribed in Clause 4.8.6.1.1. in respect of each call out on the same day where:
- 4.8.6.1.2.1. the employee was notified of the need to return to perform work prior to the completion of the ordinary hours on the day in question; or
  - 4.8.6.1.2.2. the employee is required to remain on call and is paid the allowance prescribed in Clause 4.8.5.1., in which case a minimum payment of 2 hours at the relevant overtime rate shall be payable.
- 4.8.6.2. Notwithstanding the provisions of Clause 4.8.6.1.1. or 4.8.6.1.2. an employee recalled to work overtime may be required to perform additional work of a breakdown or emergent nature which arises during the course of the work which was the subject of the recall.
- 4.8.6.3. Overtime worked in the circumstances specified in Clause 4.8.6 shall not be regarded as overtime for the purposes of Clause 4.8.7 where the actual time worked is less than 2 hours on such recall or on each of such recalls.
- 4.8.6.4. Clause 4.8.6 shall not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside of ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

**4.8.7 Fatigue Break**

- 4.8.7.1. An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that there is not at least 10 consecutive hours off duty between those times shall, subject to Clause 4.8.7.2., be released after completion of such overtime until there is 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 4.8.7.2. If, on the instructions of the employer, an employee resumes or continues work without having had 10 consecutive hours off duty in accordance with Clause 4.8.7.1., the employee shall be paid double rates until released from duty for such period and the employee shall then be entitled to be absent until there is 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 4.8.7.3. A fatigue break shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:
- 4.8.7.3.1. for the purpose of changing shift rosters;
  - 4.8.7.3.2. where a shift worker does not report for duty;
  - 4.8.7.3.3. where a shift is worked by arrangement between the employees themselves.

**4.8.8 Prior Approval for Overtime or Time to be Worked and To Be Paid as Overtime or To Be Claimed as Time-Off-In-Lieu (TOIL)–**

- 4.8.8.1. All employees are required to obtain prior approval from their manager/supervisor for all time worked in excess of ordinary hours and which time is to be claimed as either for payment or TOIL. Where TOIL is approved by the employer, it shall be given on the basis of time for time worked.

- 4.8.8.2. Subject to the provisions of sub Clauses 4.8.8.3. and 4.8.8.4. below time off in lieu shall be taken at a time mutually agreed between the employee and the employer.
- 4.8.8.3. Where time off in lieu has not been taken within three months since the overtime was worked, the employer may direct the employee to take the TOIL by the giving of not less than 5 days' notice.
- 4.8.8.4. Where the TOIL has not been taken, or directed to be taken, within four months since the overtime was worked the employee shall be paid the equivalent of the time worked at the relevant overtime rates.

#### **4.9. Travelling Time for Meetings / Conferences**

- 4.9.1. **Travelling Time at Ordinary Rates** – All time spent travelling to official meetings and/or conferences, or to conduct work on behalf of Council at workplaces on Islands within the Torres Shire local government area, will be paid for at ordinary time subject to transport arrangements and the employees span of daily ordinary hours.
- 4.9.2. **TOIL for Travelling Time Outside of Usual Span of Hours** – Where an employee is required to travel outside their span of daily ordinary hours, all such time will be deemed to be TOIL and taken in accordance with Clause 4.8.8 hereof.

### **PART 5 – PRODUCTIVITY AND PERFORMANCE**

#### **5.1 Productivity and Flexibility**

- 5.1.1. **Commitment to Productivity and Quality** – The parties agree that they will constantly work towards continually improving levels of productivity and quality of service in accordance with the specific terms of this Certified Agreement and in particular, this Clause.
- 5.1.2. **Commitment to Technological Change** – The parties are committed to implement technological change to improve work processes and to include 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.
- 5.1.3. **Accepting Improved Work Arrangements** - 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. To achieve this outcome, Council agrees to consult with employees through the Joint Consultative Committee established by Clause 1.9, on all such ongoing proposals.
- 5.1.4. **Commitment to Increased Efficiency and Productivity** - In recognition of Council's commitment to this Certified Agreement, Council will ensure all managers and supervisors are fully communicated with as to the Agreement contents and the opportunities for increased efficiency and productivity sought by the Agreement. Management will regularly monitor all such outcomes proposed by the Agreement and take remedial action where necessary.
- 5.1.5. **Agreed Immediate Efficiency and Productivity Actions** – In recognition of the employee's commitment to this Certified Agreement, employees agree to immediately implement productivity improvement activities including but not limited to:
- 5.1.5.1. Participate in training and development courses;
  - 5.1.5.2. Completing works within agreed programs;
  - 5.1.5.3. Immediately reporting accidents and incidents to their immediate section manager or director and accurately completing accident / incident reports;
  - 5.1.5.4. Improving attendance at work;
  - 5.1.5.5. Completing policy procedure reviews in accordance with agreed schedules;
  - 5.1.5.6. Compliance with all Council Policies;
  - 5.1.5.7. Best practice in customer service and participate in developing appropriate service delivery standards;
  - 5.1.5.8. Wearing Council-approved uniform during business hours;
  - 5.1.5.9. Actively participate in the development of Council's Risk Management Program to reduce the Council's exposure to risks and claims;
  - 5.1.5.10. Compliance with Council's operational and statutory requirements;
  - 5.1.5.11. Compliance with the Council's goals and strategies of Council's Corporate Plan, Operational Plan, Customer Service Plan and Community Plan;
  - 5.1.5.12. Develop strategies/management to reduce absenteeism;

- 5.1.5.13. Support of employee/management relationships through liaison with the Staff Consultative Committee;
  - 5.1.5.14. Compliance and prompt resolution with the Complaints process;
  - 5.1.5.15. Scheduling of breaks (RDOs, lunch, tea breaks) to ensure that customer service levels are maintained;
  - 5.1.5.16. Implementing flexible working hours to increase customer service & productivity;
  - 5.1.5.17. Providing regular, scheduled condition reports on Council plant and equipment;
  - 5.1.5.18. Commitment to notifying the appropriate staff of staff movements;
  - 5.1.5.19. Endeavouring to become more actively involved, voluntarily in Council-sponsored events e.g. Australia Day, cultural festivals etc;
  - 5.1.5.20. Wearing of identification badges provided by Council;
  - 5.1.5.21. Waste minimisation and recycling of consumables wherever possible; and
  - 5.1.5.22. Compliance with electricity consumption reduction plan.
- 5.1.6. **Multi-skilling** – Employees agree to support 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 agree that some of the reasons for multi-skilling include:
- 5.1.6.1. To increase labour productivity by creating a more flexible workforce able to meet challenges, improve performance and better utilise the current pool of skilled workers;
  - 5.1.6.2. To utilise labour so that workers possess a range of skills suitable for more than one work process;
  - 5.1.6.3. Develop competency within the workforce and allow full deployment of qualifications across the industry; and
  - 5.1.6.4. Assign workers tasks based on their ability to perform the needed skill and not restricted by traditional job descriptions or work boundaries.
- 5.1.7. **Job Share**- Where it is requested by an employee and agreed to by Council, full time positions may be converted to job sharing arrangements. These arrangements will be subject to:
- 5.1.7.1. The practicality of the position being job shared;
  - 5.1.7.2. Appropriate rostering;
  - 5.1.7.3. There being no loss of quality or efficiency of service provision as a result of job share; and
  - 5.1.7.4. Minimised cost incurred by Council.
- 5.1.8. **Training** – Torres Shire Council and all parties to this Certified Agreement agree that appropriate training at induction and for ongoing skill and personal development, are critical elements in achieving the outcomes envisaged by this Clause plus the terms of Clause 1.6 “Purpose of Agreement” and shall be subject to the following –
- 5.1.8.1. This induction and skills training are to be supported by cultural training covering the full diversity of cultures within the Council operating environment, both indigenous and non- indigenous.
  - 5.1.8.2. Council undertakes to provide such training for each employee subject to the following principles –
    - 5.1.8.2.1. All training is assessed against the concept of “value adding” to Council operations;
    - 5.1.8.2.2. All training course provision decisions are made against an expectation that all employees attend and successfully complete the full training program provided;
    - 5.1.8.2.3. Council is to ensure that core operational services are not to be interrupted by the provision of any such training programs; and
    - 5.1.8.2.4. Council is to ensure that all trainers give appropriate recognition to cultural sensitivities.
- 5.1.9. **Extended Duties** –
- 5.1.9.1. From time to time as part of Council approved employee training and development, all Parties agree that an employee may be required to undertake “extended duties” in addition to their usual duties.

5.1.9.2. Where such extended duties are undertaken for more than 5 weeks, an employee may request that their level of remuneration be reviewed for such period, or alternatively, seek to be paid Higher Duties in accord with the terms and provisions of Clause 3.3 “Higher Duties” hereof.

5.1.10. **Succession Planning** – All Parties to this Certified Agreement agree that, as part of employee training and development, the Council will introduce specified succession planning activities for a number and range of employees.

**5.1.11. Employee Performance Management Framework–**

5.1.11.1. To support continuous improvement in the quality and productivity of Council services, Council will develop annual organisational wide individual performance appraisal system during the term of this Agreement.

5.1.11.2. 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.

**5.1.12. Absenteeism Management –**

5.1.12.1. All parties to this Certified Agreement agree that attendance at work is a basic requirement for successful delivery of Council services to its’ communities.

5.1.12.2. All parties therefore agree to identify and analyse circumstances where attendance is not being optimised and to take specific action to improve such attendance issues. “Absenteeism” is defined as all personal leave paid or unpaid and with or without a Medical Certificate.

5.1.12.3. Whilst there will be a concerted effort to address attendance issues at all times, as one specific step, at the end of each three (3) monthly period, each manager/supervisor will review employees’ attendance records for those employees for whom they are responsible and whom have been absent from work for more than three (3) days on personal leave during the three (3) month period. Where considered necessary, issues of concern will be raised directly with the relevant employee.

**5.1.13. Compliance with Council Policies –**

5.1.13.1. All parties recognise that a significant contributor to successful Council performance and service delivery is the compliance of employees with all Council operational and related Policies.

5.1.13.2. All parties therefore agree to identify and analyse circumstances where such compliance is not being optimised and to take specific action to improve such compliance.

**PART 6 – LEAVE AND STATUTORY HOLIDAYS**

**6.1 Annual Leave**

**6.1.1. Entitlement –**

6.1.1.1. The provisions of this Clause apply in accord with the terms and conditions hereof plus any relevant Sections of the *Industrial Relations Act 2016 (Qld)* as amended from time to time.

6.1.1.2. Every employee (other than a casual employee) covered by this Agreement shall at the end of each year of employment, be entitled to annual leave on full pay as follows:

6.1.1.2.1. Not less than 6 weeks (of 218 hours) if employed on shift work where 3 shifts per day are worked over a period of 7 days per week;

6.1.1.2.2. Not less than 5 weeks (of 190 hours) in any other case.

6.1.1.3. Annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and shall be paid for by Council in advance unless the employee has requested otherwise in writing.

**6.1.2. Annual Leave Payments** – Annual leave will only be paid in advance at the specific written request of any employee. Annual Leave in all other circumstances will be paid at the same time as usual fortnightly payments:

- 6.1.2.1. 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; and
- 6.1.2.2. In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Agreement.
- 6.1.2.3. If the employment of any employee is terminated at the expiration of a full year of employment, Council shall be deemed to have given the annual leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due for 5 or 6 weeks as the case may be and also ordinary pay for any public holiday occurring during such period of 5 or 6 weeks.
- 6.1.2.4. If the employment of any employee is terminated before the expiration of a full year of employment such employee shall be paid, in addition to all other amounts due, a pro rata leave payment.

**6.1.3. Leave Accrual During Absence** –

- 6.1.3.1. In calculating a year of employment:
  - 6.1.3.1.1. a period exceeding 3 months during which an employee has been absent on leave without pay granted by Council is not to be taken into account;
  - 6.1.3.1.2. a period during which an employee has been absent without pay and without the Employer's authority, other than a period of absence not exceeding 3 months on account of illness or injury certified to by a legally qualified medical practitioner, is not to be taken into account.

**6.1.4. Annual Leave in Advance** –

- 6.1.4.1. If an employee and Employer so agree, annual leave may be taken wholly or partly in advance before the employee has become entitled to annual leave.
- 6.1.4.2. An employee who has taken in advance the whole of the annual leave that would be due at the end of a year of employment, is not entitled to any further annual leave at the end of that year of employment.
- 6.1.4.3. An employee who has taken in advance part of the annual leave that would be due at the end of a year of employment, becomes entitled at the end of that year of employment to the part of the annual leave not already taken.

**6.1.5. Calculation of annual leave pay** –

- 6.1.5.1. Annual leave pay (including any proportionate payments) shall be calculated as follows:
  - 6.1.5.1.1. Shift workers – the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.
  - 6.1.5.1.2. Other workers – the rate of wage to be paid to other workers shall be the rate payable for work in ordinary time according to the employee's roster or projected roster.
- 6.1.5.2. All employees – In no case shall the payment by Council to an employee be less than the sum of the following amounts:
  - 6.1.5.2.1. the employee's ordinary wage rate as prescribed by this Agreement for the period of the annual leave (excluding shift premiums and week-end penalty rates);
  - 6.1.5.2.2. a further amount calculated at the rate of 17½%.
- 6.1.5.3. Clause 6.1.5.2. shall not apply to the following:
  - 6.1.5.3.1. Any period or periods of annual leave exceeding:
    - 6.1.5.3.1.1. 6 weeks in the case of employees concerned in a calling where 3 shifts per day are worked over a period of 7 days per week; or
    - 6.1.5.3.1.2. 5 weeks in any other case;

**6.1.6.** When Council pays and an employee receives an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

**6.1.7. Application for Leave by Employee –**

- 6.1.7.1. An employee, unless exceptional circumstances exist as approved by Council, shall submit their application for Annual Leave at least 4 weeks before the date of commencement of such leave.
- 6.1.7.2. Unless Council advises to the contrary within 7 days of receipt of such application, the leave is deemed to be approved.

**6.1.8. Notice Given by Employer of Leave to Be Taken–**

- 6.1.8.1. Reasonable notice of the commencement of annual leave shall be given to an employee;
- 6.1.8.2. Where an employee is given Notice in accord with this subclause, of their requirement to take annual leave as from a specific date, at least 4 weeks' notice of such requirement shall be given to the employee.

**6.1.9. Annual Payment In Lieu of Leave –** Except as hereafter provided, it shall not be lawful for Council to give or for any employee to receive payment in lieu of annual leave at any time except on termination.

Provided that an employee may elect in writing to “cash-out” once annually each calendar year, at a time of their choosing, one week’s annual leave (including payment of the annual leave loading) from their accumulated annual leave balance.

**6.1.10. Leave debits –** Annual leave debits will be equivalent to the ordinary hours employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.**6.1.11. Annual Closedown –**

- 6.1.11.1. Where Council closes down its operations or a section or sections thereof, for the purposes of allowing annual leave to all or the bulk of the employees in that section or sections concerned, the following provisions shall apply:
  - 6.1.11.1.1. Council may stand-off for the duration of the closedown, all employees in the section or sections concerned, and allow to those who are not then qualified for 5 or 6 full weeks’ holidays paid leave on a proportionate basis;
  - 6.1.11.1.2. an employee who has then qualified for 5 full weeks’ leave, and has also completed further service shall be allowed proportionate leave for the period of service in excess of 12 months;
    - all time during which an employee is stood-off without pay shall be deemed to be time of service in the next 12 monthly qualifying period, providing this shall not apply where the period of employment including the period stood-down does not exceed 6 weeks.
- 6.1.10.2. In the event of annual leave being staggered due to the annual closedown employees entitled to annual leave may be broken into 2 groups that overlap into a closedown of not more than 2 working weeks (plus public holidays occurring therein), and employees with a lesser period of service may be stood-down.

**6.2. Personal Leave****6.2.1. Entitlement –**

- 6.2.1.1. The provisions of this Clause apply in accord with the terms and conditions hereof plus any relevant Sections of the *Industrial Relations Act 2016 (Qld)* as amended from time-to-time.
- 6.2.1.2. The provisions of this Clause apply to full-time and, part-time employees (on a pro rata basis) and temporary-term (on a pro rata basis) but do not apply to casual employees.

**6.2.2. Amount of paid personal leave –** 15 days paid personal leave per annum is available to an 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.**6.2.3. Notice of Leave to Be Taken –**Each employee taking Personal Leave is to notify or cause to notify, their relevant supervisor/manager before their usual starting time the fact of taking Personal Leave, the reasons for taking such leave and the estimated length of absence. Failure to provide such Notice may result in non-payment of Personal Leave for that day.

- 6.2.4. Evidence of Genuine Absence** – All parties to this Certified Agreement agree that all absence because of illness must be genuine and therefore any paid absence on personal leave for reasons of illness of greater than one day shall be contingent upon production by the employee concerned of either a certificate from the duly qualified medical practitioner or other evidence satisfactory to Council. Consecutive working days i.e. sick days on a Monday, Friday or in conjunction with a Public Holiday, will require a medical certificate. Where a pattern of access to sick leave can be established Council may at its discretion require from the employee a medical certificate for all absences.
- 6.2.5. Accumulation of personal leave** – At the end of each year of employment, unused personal leave accrues by the lesser of:
- 6.2.5.1. 15 days less the amount of personal leave taken from the current year’s personal leave entitlement in that year; or
- 6.2.5.2. The balance of that year’s unused personal leave.
- 6.2.6. Effect of worker’s compensation or Sports Payments** – 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.
- 6.2.7. Re-engagement Entitlement** – If an employee is terminated by Council and is then re-engaged by Council within a period of 3 months then the employee’s unclaimed balance of personal leave, or balance not paid out in accordance with Clause 6.2.10. hereof, shall continue from the date of re- engagement.
- 6.2.8. Full Use of Entitlement** – 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.
- 6.2.9. Use of Accumulated Personal Leave** – An employee is entitled to use accumulated personal leave for the purposes of personal leave to a maximum of not more than 26 weeks’ absence from work through illness in any one year.
- 6.2.10. Portability of Credits Recognised from Other Councils** – Council may provide portability for personal leave accumulated with a previous employing Queensland local government council 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 and untaken at the time of termination.
- Continuous service is defined to include service with a Queensland local government or with more than one Queensland local government 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.
- 6.2.11. Personal Leave to Care for an Immediate Family or Household Member–**
- 6.2.11.1. An employee is entitled to use any personal leave entitlement that 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.
- 6.2.11.2. Definitions - The term immediate family includes:
- 6.2.11.2.1. a spouse (including a former spouse, a de facto spouse and a former de facto spouse, spouse of the employee; and
- 6.2.11.2.2. a child or an adult child (including an adopted child whether by legal or traditional law, a foster child, an ex-foster child, a stepchild or an exnuptial child), parent, grandparent, grandchild or sibling of the employee or spouse or defacto spouse of the employee.
- 6.2.12. Medical Certificate for Family Member** – The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

**6.2.13. Unpaid Carer's Leave –**

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

6.2.13.2. 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.

6.2.13.3. 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.

6.2.13.4. An employee may elect with the consent of Council to take substitute accumulated annual leave entitlements for unpaid carer's leave but annual leave loading will not be payable to such substituted leave.

**6.2.14. Access to Personal Leave for Additional Reasons –** Council recognises that employees have family responsibilities that must be considered (such as Tombstone openings and the like) and accepts that there is a need to allow a more flexible approach to allowing employees to strike a better balance between their family and work commitments. It is acknowledged that an employee's personal concerns external to Council can have a detrimental impact on an employee's ability to maximise their full potential at the workplace.

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

6.2.14.1. To provide care and support for significant other persons for whom they have responsibility for providing care and support;

6.2.14.2. To attend to the bereavement process as per Clause 6.3 (i) 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);

6.2.14.3. 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).

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

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

**6.2.15. Payout of Accumulated Personal Leave on Final Termination –** On the final termination of any employee, such employee will be entitled to a pay-out of accumulated personal leave on the following sliding scale –

6.2.15.1. With more than 3 years' service but less than 15 years' service and more than 80% of Personal Leave Entitlements accumulated - 12.5% of accumulated balance paid at the rate of pay for the employee on final termination; or

6.2.15.2. With more than 15 and less than 20 years' service and more than 75% of Personal Leave Entitlements accumulated - 25% of accumulated balance paid at the rate of pay for the employee on final termination; or

6.2.15.3. With more than 20 years' service and more than 70% of Personal Leave Entitlements accumulated – 50% of accumulated balance paid at the rate of pay for the employee on final termination.

### 6.3. Bereavement Leave

#### 6.3.1. Entitlement – Full-Time, Part-Time and Term Employees –

Full-time, part-time and term employees shall, on each occasion of the death of a member of their immediate family or household in Australia, be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of Council.

#### 6.3.2. Entitlement – Long-term casual employees–

6.3.2.1. A long-term casual employee is also entitled to at least 2 days unpaid bereavement leave on each occasion of the death of a member of the person's immediate family or household in Australia.

6.3.2.2. A "long-term casual employee" is a casual employee engaged by a particular Employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under this Clause.

#### 6.3.3. "Immediate family" includes –

6.3.3.1. a spouse (including a former spouse, a de facto spouse and a former de facto spouse, spouse or defacto spouse of the employee; and

6.3.3.2. a child or an adult child (including an adopted child whether by legal or traditional law, a foster child, an ex-foster child, a stepchild or an exnuptial child, step-brother, step-sister, parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

**6.3.4. Unpaid Bereavement Leave** – An employee with the consent of Council, may apply for unpaid leave when a member of the employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient to meet the employee's particular family circumstances.

**6.3.5. Outside Australia Bereavement** – An employee (other than a casual, or a school-based apprentice or a school-based trainee) shall be entitled to a maximum of 2 days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's spouse, father or mother and where such employee travels outside of Australia to attend the funeral.

**6.3.6. Extension of Access to Bereavement Leave by Council Discretion** – Notwithstanding the provisions of this Clause, Council may in its' absolute discretion agree to extend the right of any employee to paid or unpaid bereavement leave based on an employee's particular family circumstances.

### 6.4. Parental Leave

**Entitlement** - This Certified Agreement provides for the terms and conditions of leave associated with Maternity leave, Parental leave, Adoption leave, and Special Responsibility leave for the care and support of the employee's immediate family or household consistent with and subject to the provisions of the *Industrial Relations Act 2016 (Qld) Division 2 - Parental Leave*.

### 6.5. Long Service Leave

**6.5.1. Entitlement** – All employees covered by this Certified Agreement are entitled to long service leave on full pay based on 13 weeks long service leave after 10 years and pro rata long service leave after 7 years to be awarded and taken in accordance with, the relevant provisions of Part 3 Long Service Leave of the *Industrial Relations Act 2016 (Qld) Act* as amended from time to time.

**6.5.2. Timing of Leave after initial 10 Years** – Any employee, after having completed the initial period of 10 years long service, shall be entitled to take further long service leave, as approved by the Council, from the unused balances accumulated within and following that initial period of 10 years long service, at any time after the completion of the first 10 years of service.

**6.5.3. Portability of Credits Recognised from Other Councils** – Council will provide portability of long service leave accumulations and/or entitlements with a previous employing Queensland local government in accordance with the provisions of the *Queensland Local Government Act 2009 and Part 3 Division 2 of the Queensland Local Government Regulation 2012*.

## **6.6. Study Leave and Other Study Supporting Benefits –**

### **6.6.1. Entitlement –**

- 6.6.1.1. Employees undertaking courses of study formally approved by Council, or attending Council approved training courses, may be permitted, subject to Council agreement, time off with pay of up to a maximum of 5 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:
  - 6.6.1.1.1. that such courses are deemed by Council to be appropriate to Local Government; and
  - 6.6.1.1.2. that such courses and the method of undertaking such courses are formally approved and authorised in writing by Council prior to the course commencing.
- 6.6.1.2. In addition to the benefits provided in Clause 6.6.1.1. employees undertaking examinations arising from an approved course of study or training shall be entitled an additional day's time off with pay once per Semester or formal study term, on the day of such examinations if during normal working hours.
- 6.6.1.3. Fees- An employee who undertakes an approved course of study or training provided for in Clause 6.6.1. hereof, shall have all compulsory fees (other than for supplementary examinations and late enrolment or late entry fees) reimbursed, after presentation to Council of receipts for the payment of such compulsory fees plus proof of passing the course examination/s.

## **6.7. Professional Development Conference Attendance**

**6.7.1. Approved Conferences –** Further to the terms of Clause 6.6 hereof, Council may approve that an employee attend a recognised and approved Professional Development Conference for the purposes of either or both professional and personal development, and, acquisition or retention of, core or development skills, as assessed by Council as being relevant to the employee's vocational classification. Such Conference Leave will be assessed on a "case-by-case" basis.

**6.7.2. Minimised Operational Disruption –** The taking of approved Conference Attendance Leave will be arranged in such a way to minimise any interruption of delivery of Council services.

## **6.8. Leave With or Without Pay**

**6.8.1. Discretionary Entitlement –** Council may at its' absolute discretion grant an employee leave without pay subject to circumstances being deemed by Council as deserving of same.

**6.8.2. Exceptional Circumstances –** In exceptional circumstances, Council may also decide to grant an employee leave with pay and debit such leave against any employee accumulated leave.

## **6.9. Natural Disaster Leave within Torres Shire Council Boundaries**

Where a natural disaster situation occurs which results in situations where an employee is unable to perform required functions and reasonable duties, or where to continue working under extreme conditions is inadvisable due to Workplace Health and Safety considerations, and where employees are required to leave the work site and return home, an employee may be permitted to leave without loss of pay, up to a maximum of five [5] days and such leave is subject to approval by the CEO.

Where any employee is isolated as a result of a natural disaster situation caused by but not limited to, a localised natural flood, cyclone, bushfire, tsunami, volcano or earthquake events, and accordingly is unable to report to work at any of Council's premises from which that employee's duties are conducted, the employee may be permitted leave without loss of pay, up to a maximum of five [5] days and such leave subject to approval by the CEO.

## **6.10. Service Leave**

### **6.10.1. Where:**

- 6.10.1.1. An employee attends mandated camps, courses or schools of Her Majesty's Military or Air Forces on service leave, and
- 6.10.1.2. Where the service pay received by such employee is less than the employee's ordinary hourly rate of remuneration as an employee employed by Council,
- 6.10.1.3. Service pay for the purposes of this Clause 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 days, Monday to Sunday, inclusive, of the week or weeks in question.

**6.10.2. State Emergency Service** - 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.

### 6.11. Jury Service

**6.11.1. Entitlement** – Leave without pay shall be granted to employees required to attend for Jury Duty.

**6.11.2. Reimbursement of Any Shortfall** – Where the amount of Jury fee is less than the normal salary of the employee Council shall make up the difference in payment to the employee.

### 6.12. Cultural Leave

**6.12.1. Entitlement** – In recognition of the particular operating environment of Council and in recognition of Council's commitment to cultural diversity in the Communities in the Torres Strait, including the Treaty Villages and those above the 11<sup>th</sup> degree parallel, Council agrees to approve "cultural leave" to an employee both with pay and without pay as Council may determine at its' absolute discretion.

**6.12.2. Assessment** – In granting such leave, Council recognises that each case will always be assessed on its merits but Council will make such decisions from the premise of recognising and supporting cultural diversity.

### 6.13. Statutory and "Bank" Holidays

**6.13.1. General Provision** – Voluntary Day Off In Lieu of Payment – Where an employee so elects and Council agrees, an employee required to work on any public, statutory or Bank Holidays provided for by this Clause, may take a day off-in-lieu at some other date without loss of any ordinary pay.

**6.13.2. Entitlement** – All work done by an employee on 1 January (New Year's Day) 26 January (Australia Day) Good Friday, Easter Saturday, Easter Sunday, Easter Monday, 25 April (Anzac Day), the birthday of the Sovereign, 25 December (Christmas Day), and Boxing Day, or any day appointed under the Queensland Holidays Acts to be observed as a holiday in place of any such holidays in the State of Queensland, shall be paid for at the rate of double time and a half –with a minimum payment as for four hours at that rate:

6.13.2.1. Provided that all work performed by an employee on 1 May (Labour Day) or any day appointed under the Queensland Holidays Acts to be observed as a holiday in place of that holiday, shall be paid for at the rate of double time and a half with a minimum payment as for four hours at that rate.

6.13.2.2. For the purposes of this part of this Clause double time and a half shall mean time and a half in addition to the employee's weekly, fortnightly or monthly salary, if the work is performed during the ordinary working hours prescribed by this Certified Agreement for the day of the week on which the holiday falls, or double time and a half in addition to the employee's weekly, fortnightly or monthly salary if the work is performed outside such ordinary working hours.

**6.13.3. Show Holiday** – All work done by an employee in a district specified from time to time by the Governor in Council by Order in Council published in the Queensland Government Industrial Gazette on the day appointed under the Queensland Holidays Acts to be observed as a holiday in relation to the annual agricultural, horticultural and/or industrial show held at the principal city or town, as specified in such Order in Council, of such district (or at the discretion of Council, two half days in lieu thereof) shall be paid for at the rate of double time and a half:

6.13.3.1. Provided that where no such day is gazetted for a district, the Council in that district shall nominate in each calendar year a day being one of the days Monday to Friday inclusive which shall for the purpose of this part of this Clause be deemed to be a Public Holiday.

No employee shall be entitled to receive or be paid for more than one Show Day holiday in each calendar year.

**6.13.4. Additional Public Holiday** – Where in a State or Territory or locality within a State or Territory an additional Public Holiday is proclaimed or gazetted by the authority of the Commonwealth Government or of a State or Territory Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout that State or Territory or a locality thereof, or when such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day shall be deemed to be a holiday for the employees who are employed in the State, Territory or locality in respect of which the holiday has been proclaimed or ordered as required.

**6.13.5. Part- Time Employee Entitlements** – A part-time employee whose usual day of work falls on a Public Holiday shall be entitled to be absent for the day without loss of pay. Where a part-time employee is directed to work on a Public Holiday, such employee shall be paid double time and a half for all time worked. Provided that, where a part-time employee does not work the same hours week by week, then, in each week which contains a Public Holiday, the ordinary hours of duty of such an employee shall be reduced to one fifth for each Public Holiday so occurring.

**6.13.6. Casual Employees** – All time worked by a casual employee on any of the Public Holidays mentioned in Clause 6.13 (ii) above, shall be paid for at the appropriate hourly rate plus 150% with a minimum payment as for four hours work.

**6.13.7. Bank Holidays** – Employees shall be further entitled to two days off, locally known as “Bank Holidays”, per annum without loss of pay for the celebrations held by the Torres Shire Community on 3 June each year and known as the holiday for “MABO DAY” and held on 1 July each year and known as the holiday for the “COMING OF THE LIGHT” and historically known as “Bank Holidays”: Provided that if such date falls on a Saturday or a Sunday, no such holiday shall be observed.

#### **6.14. Domestic and Family Violence Leave**

All Parties to this Agreement are committed to providing appropriate safety and support measures to those employees affected by domestic and family violence. At a minimum, employees will be supported to access the benefits including leave entitlements provided in Part 3 Division 7 – Domestic and Family Violence Leave of the Industrial Relations Act 2016. Domestic and Family Violence Leave Policy supports the provisions of this Clause of this Agreement.

### **PART 7 – OCCUPATIONAL SAFETY**

#### **7.1 Safety and Environment**

##### **7.1.1. Safe Work Practices -**

7.1.1.1. All Parties recognise the “mutual safety obligations” of both the Council and employees as a result of the requirements of the *Queensland Work Health and Safety Act 2011* as amended from time-to-time.

7.1.1.2. Both the Council and all of its employees agree that all parties must always fully comply with the responsibilities contained in the Council Workplace Health & Safety Policy Statement and Work Plan.

##### **7.1.2. Workplace Protective Clothing and Equipment -**

7.1.2.1. All employees agree to wear the safety protective clothing and equipment provided by the Council in accordance with its’ responsibilities and requirements in accordance with the *Workplace Health and Safety Act Queensland* as amended from time-to- time.

7.1.2.2. All parties to this Certified Agreement agree that failure to observe the terms of this Clause may lead to disciplinary action against an employee in accordance with the terms and provisions of the *Queensland Local Government Act 2009 and Local Government Regulation 2012* as amended from time to time.

## **PART 8 – OTHER SUPPORTING CONDITIONS**

### **8.1 Attendance at Work - Personal Travelling Arrangements**

**8.1.1. Recognition of Travel Circumstances** - Council recognises that the special geographical island features of its' local government area mean that in certain circumstances some employees are required to make personal travel arrangement for daily attendance at work, which is dependent on ferry or other services outside the control of Council.

**8.1.2. Employee Obligations** - However, employees shall always make their travel arrangements to meet the normal operational requirements of Council unless otherwise specifically agreed with Council.

### **8.2. Inter-Island Travel**

**8.2.1. Within Span of Hours** – All employee inter-island travel required by Council will be undertaken by employees wherever possible within the span of ordinary hours on any one day or during ordinary time.

**8.2.2. TOIL for Outside of Span of Hours** - Any employee whom is required to undertake inter- island travel outside of the ordinary span of hours or on overtime, shall accumulate such equivalent time “hour for hour” to their “TOIL” balance, and take such “TOIL” as provided for in Clause 4.8.8 of this Agreement.

### **8.3. Payment of All Monies Owed to the Employer on Termination**

It is agreed by all parties that where an employee requests in writing and Council agrees in writing to deduct monies from the employee’s wages for the purposes of repaying monies owing for services provided by Council, any monies still owing at termination shall be deducted from the employee’s termination payments.

### **8.4. Reimbursement – Employees Using their Own Vehicles**

Employees using their own vehicles for approved Council activities will be reimbursed in accordance with the ATO rates as amended from time-to-time.

### **8.5. Staff Accommodation and Housing**

**8.5.1. Travel Away from Home Accommodation to be Provided** – Where Council requires an employee to stay away overnight from their usual home, for the purposes of conducting Council business, it shall provide such accommodation free of charge to the employee and shall be of a standard reasonably available.

**8.5.2. Council’s Sole Discretion on Provision of Accommodation** - Council may provide at its’ sole discretion, long stay and/or permanent accommodation to any Council employee in accordance with Council’s Housing Policy.

### **8.6. Council Uniforms**

**8.6.1. Uniforms to be Worn** – All employees agree to wear at all times, the official Council Staff Uniform as provided in accord with the Council’s Uniform Policy.

**8.6.2. Disciplinary Action** – All Parties to this Certified Agreement agree that failure to observe the terms of this Clause may lead to disciplinary action against an employee in accord with the terms and provisions of the *Queensland Local Government Act 2009* as amended from time to time.

### **8.7. Time and wages record**

Council must keep, at the place of work in Queensland, a time and wages record maintained and available for inspection, in accordance with the requirements of the *Industrial Relations Act 2016 (Qld)* as amended from time-to-time.

**PARTIES SIGNATURES SIGNATURE PAGE**

Signed for and on behalf of:

Torres Shire Council .....D. Yorkston..... ABN 34108162398:

In the presence of: .....K. Cochrane.....

Date: 25.07.2019

Signed for and on behalf of:

The Australian Workers' Union of Employees Queensland.....S. Baker..... ABN 54 942 536 069:

In the presence of: .....B. Beattie.....

Date: 2.08.2019

Signed for and on behalf of

Queensland Services, Industrial Union of Employees: .....N. Henderson.....ABN 13 540 483 194

In the presence of: .....M. Robertson.....

Date: 17.06.2019

## SCHEDULE 1 – WAGES

<b>Torres Shire Council Proposed Certified Agreement 2018</b>				
<b>QLGIA (Stream B) Award State - Division 2 - Section 1</b>				
<b>Wage Rates</b>				
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
	Wage Rate 1/9/2018 (3.5% increase)	Wage Rate 1/9/2019 (\$24 or 2.0% increase)	Wage Rate 1/9/2020 (2.25% increase)	Wage Rate 1/9/2021 (2.5% increase)
<b>Band</b>				
Level 1 1st six months	\$796.76	\$820.70	\$839.17	\$860.15
Level 1	\$808.09	\$832.09	\$850.81	\$872.08
Level 2	\$819.58	\$843.58	\$862.56	\$884.12
Level 3	\$831.29	\$855.29	\$874.54	\$896.40
Level 4	\$843.22	\$867.22	\$886.74	\$908.91
Level 5	\$860.60	\$884.60	\$904.51	\$927.12
Level 6	\$886.13	\$910.13	\$930.60	\$953.87
Level 7	\$911.58	\$935.58	\$956.63	\$980.54
Level 8	\$934.72	\$958.72	\$980.29	\$1,004.80
Level 9	\$960.27	\$984.27	\$1,006.42	\$1,031.58
<b>QLGIA (Stream C) Award State - Division 2 - Section 2</b>				
<b>General Salary Scale</b>				
<b>Wage Group</b>	Wage Rate 1/9/2018 (3.5% increase)	Wage Rate 1/9/2019 (\$24 or 2.0% increase)	Wage Rate 1/9/2020 (2.25% increase)	Wage Rate 1/9/2021 (2.5% increase)
C14	\$753.23	\$777.23	\$794.72	\$814.59
C13	\$771.52	\$795.52	\$813.42	\$833.75
C12	\$796.15	\$820.15	\$838.61	\$859.57
C11	\$819.03	\$843.03	\$861.99	\$883.54
C10	\$860.64	\$884.64	\$904.55	\$927.16
C9	\$886.93	\$910.93	\$931.43	\$954.71
C8	\$913.15	\$937.15	\$958.24	\$982.19
C7	\$936.99	\$960.99	\$982.61	\$1,007.17
C6	\$989.64	\$1,013.64	\$1,036.44	\$1,062.35

C5	\$1,015.25	\$1,039.25	\$1,062.64	\$1,089.20
C4	\$1,042.29	\$1,066.29	\$1,090.28	\$1,117.53
C3	\$1,094.82	\$1,118.82	\$1,144.00	\$1,172.60
C2(a)	\$1,121.15	\$1,145.15	\$1,170.92	\$1,200.19
C2(b)	\$1,168.83	\$1,192.83	\$1,219.66	\$1,250.16
<b>Apprentice Diesel Fitter</b>				
App Yr 1 40% (diesel fitter)	\$344.26	\$368.26	\$376.55	\$385.96
App Yr 2 55% (diesel fitter)	\$473.36	\$497.36	\$508.55	\$521.26
App Yr 3 75% (diesel fitter)	\$645.49	\$669.49	\$684.55	\$701.67
App Yr 4 90% (diesel fitter)	\$774.58	\$798.58	\$816.55	\$836.97
<b>QLGIA (Stream C) Award State - Division 2 - Section 1</b>				
<b>General Salary Scale</b>				
<b>Wage Group</b>	Wage Rate 1/9/201 8 (3.5% increase)	Wage Rate 1/9/2019 (\$24 or 2.0% increase)	Wage Rate 1/9/2020 (2.25% increase)	Wage Rate 1/9/2021 (2.5% increase)
Tradesman	\$861.45	\$885.45	\$905.37	\$928.01
BTL1	\$861.45	\$885.45	\$905.37	\$928.01
<b>Apprentice Plumber</b>				
App Yr 1 40%	\$344.48	\$368.58	\$376.88	\$386.30
App Yr 2 55%	\$473.80	\$497.80	\$509.00	\$521.73
App Yr 3 75%	\$646.09	\$670.09	\$685.17	\$702.29
App Yr 4 90%	\$775.31	\$799.31	\$817.29	\$837.72

**OLGIA (Stream A) Award State - Division 2 - Section 1**

Band				
	Wage Rate 1/9/2018 (3.5% increase)	Wage Rate 1/9/2019 (\$24 or 2.0% increase)	Wage Rate 1/9/2020 (2.25% increase)	Wage Rate 1/9/2021 (2.5% increase)
<b>Level 1-1</b> 2 3 4 5 6	931.88	955.88	977.39	1,001.83
	948.48	972.48	994.37	1,019.22
	975.17	999.17	1,021.65	1,047.19
	1000.19	1,024.19	1,047.24	1,073.72
	1,025.10	1,049.10	1,072.70	1,099.52
	1,046.67	1,070.67	1,094.76	1,122.13
<b>Level 2-1</b> 2 3 4	1,071.94	1,095.94	1,120.60	1,148.61
	1,096.96	1,120.96	1,146.18	1,174.83
	1,121.98	1,145.98	1,171.77	1,201.06
	1,146.88	1,170.88	1,197.23	1,227.16
<b>Level 3-1</b> 2 3 4	1,174.63	1,198.63	1,225.60	1,256.24
	1,196.81	1,220.81	1,248.28	1,279.49
	1,221.84	1,245.84	1,273.87	1,305.72
	1,246.74	1,270.74	1,299.33	1,331.82
<b>Level 4-1</b> 2 3 4	1,268.44	1,293.81	1,322.92	1,356.00
	1,293.46	1,319.33	1,349.01	1,382.74
	1,318.49	1,344.86	1,375.12	1,409.49
	1,343.63	1,370.50	1,401.34	1,436.37
<b>Level 5-1</b> 2 3	1,368.41	1,395.78	1,427.19	1,462.87
	1,389.99	1,417.79	1,449.69	1,485.94
	1,414.90	1,443.19	1,475.67	1,512.56
<b>Level 6-1</b> 2 3	1,456.52	1,485.65	1,519.08	1,557.06
	1,498.15	1,528.12	1,562.50	1,601.56
	1,539.78	1,570.58	1,605.91	1,646.06
<b>Level 7-1</b> 2 3	1,581.40	1,613.03	1,649.32	1,690.55
	1,623.02	1,655.49	1,692.73	1,735.05
	1,664.53	1,697.82	1,736.02	1,779.42
<b>Level 8-1</b> 2 3 4 5	1,714.58	1,748.87	1,788.22	1,832.93
	1,764.39	1,799.67	1,840.17	1,886.17
	1,814.43	1,850.72	1,892.36	1,939.67
	1,861.51	1,898.74	1,941.46	1,990.00
	1,908.12	1,946.28	1,990.07	2,039.82