

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Torres Strait Island Regional Council

AND

Australian Workers' Union of Employees, Queensland

Queensland Services, Industrial Union of Employees

(Matter No. CB/2021/30)

**TORRES STRAIT ISLAND REGIONAL COUNCIL CERTIFIED AGREEMENT
2021**

Certificate of Approval

On 1 September 2021, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

Name of Agreement: **TORRES STRAIT ISLAND REGIONAL COUNCIL
CERTIFIED AGREEMENT 2021**

Parties to the Agreement:

- Torres Strait Island Regional Council;
- Australian Workers' Union of Employees, Queensland;
- Queensland Services, Industrial Union of Employees;

Operative Date: 1 September 2021

Nominal Expiry Date: 2 September 2024

Previous Agreement: *Torres Strait Island Regional Council Certified Agreement 2015*

**Termination Date of
Previous Agreement:** 1 September 2021

By the Commission

R. D. H. McLennan
Industrial Commissioner
1 September 2021

Torres Strait Island Regional Council ABN 15 292 645 165

And

The Australian Workers Union of Employees, Queensland

And

Queensland Services, Industrial Union of Employees,

TORRES STRAIT ISLAND REGIONAL COUNCIL CERTIFIED AGREEMENT 2021

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1. PART 1 – PRELIMINARY

1.1. Title

This Agreement shall be known as the Torres Strait Island Regional Council Certified Agreement 2021 (Agreement).

1.2. Agreement Coverage

1.2.1. **Employee Coverage** – Subject to Clause 1.2.2 hereof this Agreement covers all Torres Strait Island Regional Council employees employed in classifications contained in the Awards listed in Clause 1.15 of this 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 Strait Island Regional 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. Negotiations will be held between representatives from management representing Council and local job delegates/officials of relevant Unions.

1.6.2. The parties to this Agreement are committed to bargain collectively in respect of employees whose terms and conditions are covered by the Parent Awards.

The parties undertake to commence discussions for renegotiation of this Agreement no later than three (3) months prior to the expiry date of this Agreement, and intend to finalise negotiations for a new Agreement by one (1) month prior to the expiry date and submit the replacement Agreement to the Queensland Industrial Relations Commission for certification. In the event that the new Agreement is not finalised within this period the existing Agreement will continue to operate.

1.7. Purpose and Commitments

1.7.1. **Standardisation and Modernisation** -The purpose of this Agreement is to as far as possible both standardise 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 Agreement is therefore an essential component of the ongoing process of meeting Council’s Corporate Plan and Operational 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 as per clause 1.9.
- 1.7.6. **Tangible Benefits** - This Certified Agreement provides tangible benefits for all parties associated with Council.
 - 1.7.6.1. For employees it provides:
 - a) recognition of past performance and encouragement for future performance;
 - b) an opportunity to share in gains secured through productivity improvements;
 - c) 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.
 - 1.7.6.2. For the Torres Strait Island Regional Council, it provides:
 - a) commitment from all Agreement Parties to continually review and improve the quality and productivity of Council services;
 - b) an opportunity to implement a single Certified Agreement which is tailored to the strategic needs of Council;
 - c) an opportunity to develop an organisation culture and environment which;
 - d) fosters mutual trust and respect;
 - e) provides that open and full communications are maintained at all times;
 - f) enables the organisation to be multi-skilled, flexible and adaptive to change;
 - g) recognises all responsibilities to the communities to which Council provides services; and
 - h) an opportunity to reward employees for achievements.
 - 1.7.6.3. For the community, it provides:
 - a) improved customer satisfaction;
 - b) improved quality of service delivery; improved productivity of service delivery; and improved security of delivery of services.
 - 1.7.6.4. 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. Aims and Objectives of the Agreement

The parties commit to a constructive culture and workforce able to achieve Council's strategic and operational plans. This Agreement is designed to give Council and its employees the tools and flexibilities to achieve that.

The parties are supportive of taking action to ensure that individual and team performance supports these aims. Council and its employees are 'One team who achieves together' to make Council sustainable and the Torres Strait a great place to be.

A constructive culture means that our behaviours and actions demonstrate that we are focused on achievement, take responsibility for our own learning and development, work with, and support and encourage each other, to achieve. We will recognise constructive behaviour and 'call out' behaviours that are not constructive in a respectful and positive manner, assisting us to work as one team who achieves together and provide a great customer experience.

We will focus our energy and resources on the things that matter and actively support changing styles, work practices and behaviours that are constructive. The outcome of this approach is that we achieve our results with efficiency.

Council's key success and sustainability results are underpinned by three strategic pillars:

- People

- Outcome 1 – We preserve cultural heritage, history and place.
- Outcome 2 – Our communities are safe, healthy and active.
- Outcome 3 – We ensure accessibility to community support services.
- Outcome 4 - We are a transparent, open and engaging Council.
- Sustainability
 - Outcome 5 – We plan effectively for the future of our individual communities and region.
 - Outcome 6 – Our communities remain resilient to the effects of climate change and natural disasters.
 - Outcome 7 – Our communities are consulted around liveable places, aligned to lifestyle and environmental suitability.
 - Outcome 8 – We manage council affairs responsibly to the benefits of our communities.
 - Outcome 9 – We actively reduce our environmental footprint and manage our resources sustainably.
- Prosperity
 - Outcome 10 – We advocate and foster regional prosperity through enterprise development.
 - Outcome 11 – We invest in the retention of key skills within our region.
 - Outcome 12 – We bring opportunity to our region and put our culture on the world stage.

The parties recognise that for our ongoing achievements to remain relevant to our customers, community and region, we must remain agile and adaptable to the changing expectations and the environmental factors that influence our performance against those expectations.

Through this Agreement the parties are committed to:

- Maintaining healthy and safe practices;
- Promoting a harmonious and productive work environment through ongoing cooperation and consultation;
- Eliminating ineffective and inflexible work arrangements inconsistent with the provision of a great community experience;
- Ensuring that a great community experience is provided, complimented by quality and reliability;
- Achieving a culture where employees are provided with recognition for a job well done and achievement of results;
- Enabling employees to access relevant training, development and provide supportive coaching so they grow and utilise a broad range of skills and competencies;
- Employees taking accountability for their own futures, enhancement of employment security, their own learning and development and career opportunities;
- Achieving continuing improvements in productivity and efficiency; and
- Providing greater flexibility in workplace practices (subject to appropriate qualifications and competency for safe work) and align working hours to business and operational needs to facilitate improved efficiency, productivity.

Managers, unions and employees are committed to cooperate and utilise consultative processes to ensure these objectives are achieved, and a constructive Council workforce exists across the region.

- 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 Consultation procedure clause referred to in this Certified Agreement.

1.8. Application of the *Local Government Act 2009 (Qld)* 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* (Qld) (Local Government Act) as amended from time to time together with Chapter 8 - Part 3 "Local Government Employees" of the *Local Government Regulation 2012* (Qld) (Local Government Regulation), and made pursuant to the Local Government 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 2.5 – Dispute Resolution.

1.9. Consultation – Introduction of changes

1.9.1. Council's duty to notify

- 1.9.1.1. In accordance with s198(a) of the *Industrial Relations Act 2016* (IR Act), prior to 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.
- 1.9.1.2. A 'significant effect' includes termination of employment; major changes in the composition, operation or size of Council'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.
- 1.9.1.3. Where the Parent Award or Agreement makes provision for alteration of any of the matters referred to in clauses 1.9.1.1 and 1 9.1.2 an alteration shall be deemed not to have significant effect.

1.9.2. Council's duty to consult over change

- 1.9.2.1. In accordance with s 198(a) of the IR Act prior to making a decision Council shall consult the employees affected and, where relevant, their union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, Council intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (i.e. by finding alternate employment).
- 1.9.2.2. In accordance with s 198(a) of the IR Act, the consultation must occur as soon as practicable prior to making the decision referred to in clause 1.9.2.1.
- 1.9.2.3. For the purpose of such consultation 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. Notwithstanding the provision of clause 1.9.2.2 Council shall not be required to disclose confidential information, the disclosure of which would be adverse to Council's interest.

1.9.3. Consultative Committee

- 1.9.3.1. The Joint Consultative Committee will be a single Joint Consultative Committee to facilitate consultation and negotiation between Council and Union parties; and to implement the Agreement.
- 1.9.3.2. The committee will meet on a quarterly basis (i.e. four (4) times each year) or as required to monitor and discuss issues arising from the implementation of this Agreement and other employment related issues of general application and contributing to the development of a consultative and co-operative environment.
- 1.9.3.3. The Consultative Committee shall also be responsible for ensuring negotiating arrangements for a replacement agreement.
- 1.9.3.4. Officials and Delegates of the unions which are party to this Agreement may attend any meeting of the Consultative Committee, shall receive agendas and minutes of meetings and may add items to the agenda for discussion at a scheduled meeting of the Consultative

Committee.

1.10. Security of Employment

- 1.10.1. Council is committed to continually improving the job security of all employees and maintaining a stable and productive workforce. Council commits to employment security by:
 - a) preferring the engagement of employees on a permanent basis over other forms of employment, with temporary employees, casual employees or external contractors only being engaged where necessary;
 - b) providing training and educating employees and providing retraining where appropriate;
 - c) providing career development and equal opportunity; and
 - d) continuing to manage its workforce to achieve efficiencies and continuous improvement of work practices.
- 1.10.2. Where organisational, technological or change in business or trading activity occurs, Council will, as early as possible, consult affected employees and their representatives regarding measures to avert, minimise or mitigate the numbers and adverse effects of any proposed redundancies on the employees concerned in accordance with the consultation requirements at clause 1.9. Consultation with affected employees will include discussions regarding the potential for retraining and opportunities for redeployment to a suitable alternative role in Council within a reasonable timeframe. The employee may be offered an alternate role on a temporary or trial basis, especially where it is considered there is potential for a suitable role to become vacant.
- 1.10.3. An employee's employment may be terminated by reason of redundancy where Council makes a definite decision that the job the employee has been doing is no longer required to be undertaken by any other employee and there are no suitable alternate duties or employment available with Council. In the event that employment is terminated by reason of redundancy, employees will be entitled to redundancy entitlements in accordance with clause 2.3.6 of this Agreement.

1.11. Use of Contractors Clause

- 1.11.1. Council will use its own plant, equipment and staff resources, wherever possible, having regard to its objective to improve the productivity and efficiency of all its operations and to ensure the sustainable management of its assets. It is acknowledged that the use of contractors can help to achieve this objective.
- 1.11.2. In considering the use of contractors, Council has a commitment to provide job security for employees and to maintaining a competent workforce to meet the normal requirements for delivery of Council's services.
- 1.11.3. In accordance with normal industrial relations requirements, Council will consult affected employees and their unions as early as possible where organisational, technological or change in business or trading activity occurs, including a proposal to utilise contractors in place of permanent employees, to determine the impact, if any, on Council employees. Where relevant, measures will be implemented to avert, minimise or mitigate the numbers of employees affected and adverse effects of proposed changes, on their employment.

1.12. Flexible Work Arrangements (FWA)

- 1.12.1. To meet the needs of Council and an individual employee, Council and an employee may enter into a FWA to vary the terms of this Agreement with respect to the matters permitted by the *Industrial Relations Act 2016* (IR Act) and the applicable Award.
- 1.12.2. The following process will be followed:
 - a. The employee, the employee's union/s (if requested by the employee) and Council will consult and agree on arrangements to be implemented;
 - b. The arrangements need to meet the operational requirements of Council; and
 - c. Both parties agree to genuinely consider any reasonable agreement proposed.
- 1.12.3. The terms of a FWA must be in writing and:
 - a. Set out any predetermined term of the agreement;
 - b. Include provision for termination of the agreement upon notice by either party;
 - c. Be signed by Council and the employee;
 - d. Must not, on balance result in an overall reduction in the entitlements or protections the employee has under this Agreement; and
 - e. Only be about matters required or permitted to be in this Agreement.

1.13. Maximum Term Employment

- 1.13.1. A Maximum Term Employee is one who is engaged for a specified period of time or for a specified task, otherwise defined as a Maximum Term Employee under the Award.
- 1.13.2. A Maximum Term Employee's employment may be terminated by the Council before the contract's specified end date in the following circumstances:
 - a) by written agreement with the employee;
 - b) in the event of an incapacity which prevents the employee from performing the duties they were employed to perform;
 - c) in the event of serious misconduct;
 - d) in the event of poor performance of the employee following a performance review process and upon provision of applicable notice period under the Award applicable to non-Fixed Term Employees;
 - e) by Council for any reason upon the provision of six (6) months' pay in lieu of notice or the amount of wages due to the employee for the balance of the contract, whichever is the lesser amount.
- 1.13.3. A Maximum Term Employee may terminate their employment by the giving of four (4) weeks' notice or the forfeiture of wages for any shortfall in the four (4) weeks' period of notice unless mutually agreed by both parties.

1.14. Certified Agreement Communications and Access

- 1.14.1. **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.
- 1.14.2. **Location of Copies** – Copies of the Certified Agreement will be in available in the TSIRC Cairns Office and all TSIRC Divisional Offices. A written copy of such Certified Agreement will also be made available to any individual employee on request. An electronic copy of the Certified Agreement will also be made available on the Council Intranet/Network.
- 1.14.3. **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.

1.15. Parent Awards

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

- 1.15.1. Queensland Local Government Industry (Stream A) Award - State 2017 –;
- 1.15.2. Queensland Local Government Industry (Stream B) Award - State 2017;
- 1.15.3. Queensland Local Government Industry (Stream C) Award – State 2017.

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.

2. PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT

2.1. Terms of Employment

The following terms of employment will apply to all employees 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) Maximum-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

2.1.3.1. Stream A

2.1.3.1.1. **Administrative, Clerical, Technical, Professional, Community Service, Supervisory and Managerial Services** – A full-time employee is one who is engaged to work an average of 36.25 hours per week.

2.1.3.1.2. **Children's Services** – A full-time children's services is one who is engaged to work an average of 38 hours per week.

2.1.3.2. **Stream B** – A full-time employee is one who is engaged to work an average of 38 ordinary hours per week.

2.1.3.3. **Stream C** – a full-time employee is one who is engaged to work an average of 38 ordinary hours per week.

2.1.4.Part-time employees

2.1.4.1. Council 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 as outlined in Clause 2.1.3 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 for each day. Any agreed flexibilities or variation to the hours of work will also be recorded in writing and mutually agreed to.

2.1.4.3. A part-time employee cannot be rostered for 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 the relevant full-time hours, as per 2.1.3, per week for agreed short periods at the ordinary time rate provided the agreement is entered into without duress, in writing and stipulates that hours are to be paid at ordinary hours. Any hours in excess will be paid at the applicable overtime rates.

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 1/36.25 or 1/38th of the minimum weekly rate prescribed in Schedule 1 for a full-time employee in the relevant classification.

2.1.4.6. A part-time employee will receive leave entitlements on a pro rata basis.

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 three (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 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, Compassionate 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 three (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 six (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).

2.1.7. Permanent Conversion

- 2.1.7.1. A casual employee working on a systematic and regular basis for a period of six (6) months may apply to convert their casual employment status to permanent full-time or part-time depending on the average hours worked over the preceding six (6) months. A maximum-term employee working on a systematic and regular basis for a period of twelve months may apply to convert their maximum-term employment status to permanent full-time or part-time depending on the average hours worked over the preceding twelve months. Council will take into account the following factors:
- Business needs specific to work areas;
 - Regularity of hours and length of employment;
 - Likelihood of ongoing funding available for the position; and
 - Legislative requirements pertinent to particular business areas.
- 2.1.7.2. Conversion would not occur if the casual/maximum-term appointment was for a specific project or relieving staff on leave for a specific period of time where there is a defined end date.
- 2.1.7.3. If an application is not approved Council will outline the business reasons for this decision in writing and the employee may discuss these with their Team Leader/Manager. If an employee is dissatisfied, they have the right of appeal through the Dispute Resolution process outlined in clause 2.5.

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:

- The ordinary working hours to be worked by the employee; and
- The amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
- 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 the same as for if the employer terminates – (less the allowance for people over 45 years of age). If an employee fails to give the required notice Council will have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate for the period of notice.

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.

2.3. Introduction of Changes/Redundancy

2.3.1. 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 1.9 of this Agreement.

2.3.2. 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 still owing.

The amounts must be worked out based on the following:

- i. The ordinary working hours to be worked by the employee;
- 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.

2.3.3. 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. 'Transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

2.3.4. Time off during notice period

- 2.3.4.1. 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.

- 2.3.4.2. 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.

2.3.5. 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 and provide 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 terminations because of redundancy are intended to be carried out.

2.3.6. 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	Weeks' Pay
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.

2.3.7. 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.

2.3.8. 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.

2.3.9. 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.

2.3.10. 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 employees obtaining suitable alternative employment.

2.3.11. Employees exempted

Clause 2.2.1 to 2.2.10 shall not apply:

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

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

2.3.12. Exemption where transmission of business

The provisions of clause 2.2.1 to 2.2.10 are not applicable where a Council business is transmitted to another employer (transmittee), in any of the following circumstances:

- 2.3.12.1. where the employee accepts employment with the transmittee which recognises the period of continuous service that the employee had with Council, and any prior transmitter, to be continuous service of the employee with the transmittee; or
- 2.3.12.2. where the employee rejects an offer of employment with the transmittee:
 - a. 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
 - b. 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.
- 2.3.12.3. The Commission may amend clause 2.2 if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

2.3.13. 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.

2.3.14. 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 provisions of the IR Act as amended from time to time.

2.4. Transition to Retirement

- 2.4.1. Council recognises that Employees who are contemplating retirement may want the option to transition from the organisation on a gradual basis rather than exit in a one step process. Transitioning for retirement minimises the impact on both parties and promotes workforce planning and information sharing. Council will engage in consultation to provide the following arrangements for Employees who wish to transition from the organisation:

- a) Flexibility to reduce or change hours/days of work;
- b) Appointment where possible in a position with reduced duties and responsibilities and possibly at a lower salary level;
- c) Flexibility with requests for extended leave; and
- d) Other arrangements as negotiated.

2.5. Dispute Resolution

2.5.1. Prevention and settlement of disputes - Award matters

- a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by the Parent Awards by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- b) 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.

- c) In the event of any disagreement between the parties as to the interpretation or implementation of Parent Awards, the following procedures shall apply:
 - i. 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;
 - ii. if the matter is not resolved as per clause 2.5.1(c)(i), 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;
 - iii. if the matter remains unresolved it may be referred to the employer for discussion and appropriate action. This process should not exceed 14 days;
 - iv. if the matter is not resolved then it may be referred by either party to the Commission.
- d) Nothing contained in this procedure shall prevent unions or Council from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

2.5.2.Prevention and settlement of employee grievances and disputes - other than Award matters

- a) 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.
- b) 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 Council and the aggrieved employee may submit the matter in writing to Council if such employee wishes to pursue the matter further. If desired by either party the matter may also be notified to the relevant union.
- c) Council shall ensure that:
 - i. the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
 - ii. the grievance shall be investigated in a thorough, fair and impartial manner.
- d) Council may appoint another person to investigate the grievance or dispute. The employer may consult with the employee representative in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.
- e) If the matter is notified to the union, the investigator shall also consult with the union during the course of 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.
- f) 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.

- g) If the grievance or dispute is not settled the matter may be referred to the Commission by the employee or the union.
- h) 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.
- i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

2.6. Secondary Employment

- 2.6.1. Employees must obtain the written consent of Council prior to taking up and/or engaging in secondary employment, which may not be unreasonably withheld by Council.
- 2.6.2. Upon application for consent by an employee, Council may, at its sole discretion, expressly prohibit an employee from taking up and/or engaging in secondary employment or other contract work if Council reasonably considers a conflict of interest may exist with current Council duties performed by the employee.

3. PART 3 WAGES, SUPERANNUATION AND ALLOWANCES

3.1. Wages Increases and Wage Rates

- 3.1.1. Council will pay employees covered by this Agreement the minimum wage rates for their classification and increments as set out in Schedule 1.
- 3.1.2. Council will pay all State award base pay employees a 1.5% increase back paid to September 2020. This will be paid in the first full pay run following certification of this agreement.
- 3.1.3. The percentage wage increases indicated in the table below, and stated in Schedule 1 of this Agreement, will apply from the first full pay period commencing on or after 1 September 2021 and 1 September 2022:

Effective Date	Percentage Increase
First full pay period commencing on or after 1 September 2021	2.25% or Queensland Industrial Relations Annual State Wage Case General ruling. If QIRC increase higher the increase will be in accordance with that amount.
First full pay period commencing on or after 1 September 2022	2.5% or Queensland Industrial Relations Annual State Wage Case General ruling. If QIRC increase higher the increase will be in accordance with that amount.

3.2. Classification of Positions, Wage Progression and Higher Duties

- 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** – refer to the Performance Appraisal procedure
 - 3.2.2.1. An employee may request a review of the classification of their position. Such a request must be made in writing.
 - 3.2.2.2. Council will, when requested in writing by an employee, provide to the employee in writing within eight (8) weeks of receipt of the written request:
 - a) The employee's current classification;
 - b) The reason for the employee's appointment to that classification including:
 - the characteristics of the position;
 - the requirements of the position;
 - the responsibilities of the position;

- the organisational relationships; and
 - the extent of authority.
- 3.2.2.3. Such a request shall only be made on an annual basis, at the time performance appraisals are conducted (July-August each year); provided however that an employee may make a request at any time where an employee's position has been restructured or reorganised or as a result of a substantive change in the position initiated by Council, such that the position should be classified as a higher-level position in accordance with the Classification Descriptors included in the relevant Award.
- 3.2.2.4. An employee may dispute the classification determination by Council. Any disputes that are initiated regarding the classification shall be dealt with in accordance with clause 2.5 of this Agreement. An Employee may request a representative to represent them during this process, who may be a Union Official/Representative.

3.2.3.Reclassification

- 3.2.3.1. Reclassification provisions shall be applied to employees as per the full provisions of the relevant parent award/s outlined in clause 1.15.
- 3.2.3.2. Applications must be forwarded to People & Wellbeing in the first instance in writing to ensure registration. The employee will receive written notification, via email or other means, that their application has been received.
- 3.2.3.3. The reclassification procedure will not exceed a period of eight (8) weeks following the submission of a request for reclassification. In the event of the Application being successful, the employee shall be back paid to the date the application is made.

3.3. Wage Progression

- 3.3.1. Upon commencement of employment, determination of the relevant incremental levels will be based on the requirements of the relevant classification together with the demonstrated skill and experience levels of the employees.
- 3.3.2. 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 the Council's Performance Appraisal Procedure. Where no Performance Appraisal is undertaken then movement to the next increment will occur.

3.4. Higher Duties

3.4.1.Stream A

- a) **(Administration, Clerical, Technical, Professional, Community Service, Supervisory and Managerial Services)** -Subject to clauses 3.4.1 (a) & (b), when an employee is engaged wholly or mainly on duties other than those of the employee's usual grade or classification for more than one day at a time, the employee shall be paid the existing salary of the employee being relieved.
- i. Where the employee being relieved holds a position for which the provisions of the salary framework provide annual increments, the employee engaged in relieving shall be paid the appropriate salary applicable to the first year of services and whilst continuing to perform such duties shall receive the prescribed annual increments.
 - ii. A junior employee engaged wholly or mainly on duties for which adult rates of salary apply shall be paid at the minimum adult rate applicable to those duties. The junior employee's engagement wholly or mainly on such duties shall mean and include:
 - i. The carrying out of more than 50 per cent of the duties usually then performed in the position to which the adult rates apply; and
 - ii. Acceptance of more than 50 per cent of the responsibility usually then associated with those duties.
- b) **Children's services** – Where an employee is approved in accordance with the relevant legislation to perform higher duty, and when approved and called upon by the Council to perform that higher duty for 4 hours or longer per day, the employee shall be paid the rate of pay attaching to the higher duty for the actual time worked.

3.4.2.Stream B – Mixed functions

- a) **Aged Care** - An employee who is required to perform duties at a higher level than their usual classification/wage level shall be paid as follows:
- If required to work for more than 4 hours on any day – at the rate applicable to such higher

level for the whole of that day;

- If required to work 4 hours or less on any day – at the rate applicable to such higher level for 4 hours.
- a) **Operational Services** - An employee primarily engaged on the duties of a higher level for a total of more than 4 hours on any day shall be paid the rate applicable to such higher level for the entire day. If employed for 4 hours or less on any one day the employee shall be paid at the higher rate for 4 hours.

3.4.3. Stream C – Mixed functions

- b) **Building Trades Services** - An employee engaged for more than 4 hours on any one day on work which carries a higher rate than their ordinary classification shall be paid the higher rate for the whole day. If employed for 4 hours or less on any one day the employee shall be paid at the higher rate for 4 hours.

3.5. 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.

3.6. Payment of Wages

All wages and allowances (less taxation as required by law) 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 wages or allowance.

3.7. Superannuation

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 make 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 additional costs incurred are the responsibility of the employee.

3.8. Remote Travel Allowance

Remote travel allowance will be paid in accordance with the amounts prescribed by the Australian Tax Office.

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

4.1. Ordinary hours of work

4.1.1. Employees Covered by Stream A Award

- 4.1.1.1. **Administrative, Clerical, Technical, Professional, Community Service, Supervisory and Managerial Services** - The ordinary hours of duty for employees covered by this Section of the Award shall be an average of 36.25 per week or 7.25 per day to be worked Monday to Friday, inclusive, between the hours of 0600 and 1800.
- a) Full-time Employees who supervise others who are covered by Stream B or Stream C Awards, shall where necessary, work the same number of Ordinary Hours as the Employees they supervise, for the duration of such supervision. The employee shall be paid 36.25 hours at their base hourly rate and the additional 1.75 hours difference at the overtime rate.
 - b) Supervisors who work outside of the Ordinary Hours stipulated in clause 4.1.1.1, shall be entitled to have any Overtime payment calculated using 36.25 as the divisor.
- 4.1.1.2. **Children's Services** – The ordinary hours of duty for employees covered by this Section of the Award, shall be an average of 38 hours per week and 7.6 hours per day, exclusive of meal break.
- 4.1.1.3. Ordinary Hours of Work must not exceed ten (10) hours on any day.
- 4.1.1.4. Ordinary Hours of Work must not be worked on more than ten (10) days in any fortnight and on no more than six (6) consecutive days.

4.1.2. Employees Covered by Stream B and C Award

- 4.1.2.1. Full-time employees shall work an average of 38 Ordinary Hours per week, or an average of 76 Ordinary Hours per fortnight.
- 4.1.2.2. Ordinary hours of work must not exceed ten (10) hours on any day.
- 4.1.2.3. Ordinary hours must not be worked on more than ten (10) days in any fortnight and on no more than six (6) consecutive days.

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

- Subject to clause 4.1.2.1 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.
- 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.
- 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.

4.1.4. Employees are required to observe the nominated starting and finishing times for the workday, 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.

4.2. 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 Friday inclusive, subject to the following:

- 4.2.1.1. Except as provided elsewhere in clause 4.3, overtime worked outside the spread of hours 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. All overtime worked on a Saturday or a Sunday shall be paid for at the rate of double time with a minimum payment as for three (3) hours' work.

4.3. Spread of ordinary working hours

4.3.1. Subject to clause 4.3.1.1, the ordinary hours of duty shall be worked continuously, except for meal breaks and rest pauses, between 0600 and 1800.

- 4.3.1.1. 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.

4.4. Meal breaks

4.4.1. Meal Breaks during ordinary hours of duty

- 4.4.1.1. An employee engaged in excess of five (5) hours on any day shall be allowed an unpaid meal break of not less than 30 minutes and not more than 60 minutes each day with such break to be taken between the fourth and sixth hour after the ordinary starting time each day.
- 4.4.1.2. 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.
- 4.4.1.3. 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.

4.4.2. Continuity of work during meal breaks – (applicable to Stream B & C employees only)

- 4.4.2.1. 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.
- 4.4.2.2. The normal meal break shall be taken on the completion of the job or when 30 minutes has elapsed.

4.5. Rest pauses

- 4.5.1.1. 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.

- 4.5.1.2. Notwithstanding clause 4.6.1. 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.

4.6. Overtime

4.6.1.Overtime - general

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

4.6.2.Payment for overtime - day workers

Except as provided elsewhere in this Clause:

- 4.6.2.1. All authorised overtime worked by an employee in excess of their ordinary hours of duty or outside the spread of ordinary hours on a Monday to Friday, inclusive, shall be paid at the rate of time and one-half for the first three (3) hours and then double time.
- 4.6.2.2. All overtime worked on a Saturday or a Sunday shall be paid for at the rate of double time with a minimum payment as for three (3) hours of work.
- 4.6.2.3. All authorised overtime worked by an employee on a public holiday shall be paid at the rate prescribed in clause 4.6.2.2 of this Agreement.
- 4.6.2.4. 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 4.6.6 of this Agreement
- 4.6.2.5. 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 4.6.6 of this Agreement.

4.6.3.On call

- 4.6.3.1. 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 \$19.05 for each day and/or night during which the employee remains on call.
- 4.6.3.2. An employee who is on-call and being paid the on-call allowance shall be entitled to the minimum payment of three (3) hours (at the relevant overtime rate. The minimum payment shall only apply to the first call out. Any subsequent call out will be paid for a time worked.
- 4.6.3.3. 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:
- if the employee is required to be on call on any public holiday or gazetted holiday, they will have an extra day added to their annual leave entitlements along with the following conditions;
 - if the employee, whilst on call, is required to perform any work for which rates of pay are fixed by this clause, the employee shall be paid for the time they worked at the relevant overtime rate. The on-call payment shall then 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 (i.e. if the employee works 2 hours overtime, the on-call payment shall be reduced by the equivalent of 2 hours' pay calculated at the employee's ordinary time rate); and
 - 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.
- 4.6.3.4. An employee directed to remain on call must be able to be contacted and be able to respond within a reasonable period.

4.6.4.Remote Response

- 4.6.4.1. If an employee is called upon to perform emergency work remotely or from home (ie by phone, computer , or any other means) all work performed on that day shall be paid at double time from the time the employee commences the emergency work until such time as the employee finishes the work with a minimum of 30 minutes payable.

4.6.5. Recall to duty

- 4.6.5.1. An employee recalled to work for any reason on one of their ordinary working days (other than on a Saturday or Sunday) shall receive a minimum of four (4) hours pay at the relevant overtime rate.
- 4.6.5.2. An employee recalled to work for any reason on either a Saturday or a Sunday shall receive a minimum of four (4) hours pay at double time.

4.6.6. 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)

- 4.6.6.1. 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 off for time worked.
- 4.6.6.2. Subject to the provisions of sub clauses 4.6.6.3 and 4.6.6.4. below time off in lieu shall be taken at a time mutually agreed between the employee and the employer.
- 4.6.6.3. A maximum of two (2) days or the equivalent amount of hours worked within two (2) days can be accrued at a time.
- 4.6.6.4. 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.
- 4.6.6.5. Where the TOIL has not been taken, or directed to be taken, within four (4) months since the overtime was worked the employee shall be paid the equivalent of the time worked at the relevant overtime rates.

4.7. Fatigue Break

- 4.7.1. An employee who is directed to work so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that 10 consecutive hours off duty has not occurred shall be released after completion of such overtime until 10 consecutive hours off duty does occur without loss of pay for ordinary working time occurring during such absence.
- 4.7.2. If, on the instructions of the Council, an employee resumes or continues ordinary work without having had 10 consecutive hours off duty the employee shall be paid double rates until released from duty and shall be entitled to be absent until 10 consecutive hours off duty has occurred without loss of pay for ordinary hours working time occurring during such absence.

4.8. Travelling Time for Meetings and Conferences

- 4.8.1. **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 Strait Island local government area, Cairns, or other areas of Queensland will be paid for at ordinary time subject to transport arrangements and the employees span of daily ordinary hours.
- 4.8.2. **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 4.6.6 hereof.

5. 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 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.

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 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,
- 5.1.5.12. Develop strategies to manage and reduce absenteeism;
- 5.1.5.13. Compliance and prompt resolution with the Complaints process;
- 5.1.5.14. Scheduling of breaks (RDOs, lunch, tea breaks) to ensure that customer service levels are maintained;
- 5.1.5.15. Implementing flexible working hours to increase worklife balance
- 5.1.5.16. Providing regular, scheduled condition reports on Council plant and equipment;
- 5.1.5.17. Commitment to notifying the appropriate staff of staff movements;
- 5.1.5.18. Endeavouring to become more actively involved, voluntarily in Council-sponsored events i.e. Australia Day, cultural festivals etc;
- 5.1.5.19. Waste minimisation and recycling of consumables wherever possible.

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 employees tasks based on their ability to perform the needed skill and not restricted by traditional job descriptions or work boundaries.

5.1.7. Training – Torres Strait Island Regional Council and all parties to this 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 1.7 “Purpose of Agreement” and shall be subject to the following:

- 5.1.7.1. 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.
- 5.1.7.2. Council undertakes to provide such training for each employee subject to the following principles:
 - All training is assessed against the concept of “value adding” to Council operations;
 - All training course provision decisions are made against an expectation that all employees attend and successfully complete the full training program provided;
 - Council is to ensure that core operational services are not to be interrupted by the provision of any such training programs; and
 - Council is to ensure that all trainers give appropriate recognition to cultural sensitivities.

5.1.8. Succession Planning – All Parties to this 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.

5.1.9. Employee Performance Management Framework

- 5.1.9.1. To support continuous improvement in the quality and productivity of Council services, Council will continue to operate the annual organisational wide performance appraisal system during the term of this Agreement.
- 5.1.9.2. 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.

5.1.10. Absenteeism Management

- 5.1.10.1. All parties to this Certified Agreement agree that attendance at work is a basic requirement for successful delivery of Council services to its communities.
- 5.1.10.2. 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.
- 5.1.10.3. An attendance issue may occur due to an employee taking personal leave (paid or unpaid and with or without evidence) in excess of two (2) consecutive days, or if there is a frequent pattern of absence (i.e. every Friday for three (3) consecutive weeks, etc).
- 5.1.10.4. If Council identifies an attendance issue, it may direct that employee in writing to produce evidence for every absence on personal leave (paid or unpaid) for a specified period which may not exceed six (6) months. Failure by an employee to produce evidence for absences if they are subject to a direction under clause 5.1.10.3 shall be considered misconduct and may result in disciplinary action.

5.1.11. Compliance with Council Policies

- 5.1.11.1. 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 and Procedures.
- 5.1.11.2. 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.

6. PART 6 – LEAVE AND STATUTORY HOLIDAYS

6.1. Annual Leave

6.1.1. Employees will be entitled to six (6) weeks Annual Leave per year of service comprising:

- a) four (4) weeks of Annual Leave prescribed by the Queensland Employment Standard (QES); and
- b) an additional two (2) weeks leave in recognition of the remote location of the service area, various

cultural events that occur during the year and in lieu of payment of specific Allowances under the Award as specified in clause 6.1.5 of this Agreement

6.1.2. All Annual Leave shall attract leave loading, except in the circumstances provided for in clause 6.1.4 where such entitlement is 'cashed out'.

6.1.3. Annual Leave is to be taken at a time that is agreeable between the employee and Council.

6.1.4. This additional two (2) weeks Annual Leave may, upon agreement between the employee and Council at the sole discretion of both, be 'cashed out' by the employee to receive an additional two (2) weeks' pay per year. In such instance, such payment will not attract leave loading.

6.1.5. The additional two (2) weeks Annual Leave will be granted to employees in lieu of following Allowances specified in the Award:

- a) Local Government Industry Allowance;
- b) Rubbish and Sanitary Operations Allowance; and
- c) First Aid Allowance.

6.1.6. 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:

- 6.1.6.1. 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
- 6.1.6.2. In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Agreement.
- 6.1.6.3. 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 five (5) or six (6) weeks as the case may be and also ordinary pay for any public holiday occurring during such period of five (5) or six (6) weeks.
- 6.1.6.4. 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.

6.1.7. Excessive Leave

- 6.1.7.1. An employee has an excessive Annual Leave Accrual if the employee has accrued more than eight (8) weeks paid Annual Leave.
- 6.1.7.2. As a first step, if an employee has an excessive annual leave accrual, Council and the employee shall try to reach an agreement on how to reduce or eliminate the excessive leave accrual.
- 6.1.7.3. If Council has tried to reach agreement with the employee but agreement is not reached, the Council may direct the employee in writing to take one or more periods of paid annual leave, or to cash out a portion of their Annual Leave in accordance with clause 6.1.7.4.
- 6.1.7.4. A direction to take annual leave:
 - Must be in writing;
 - Must not require the employee to take any period of paid annual leave of less than one week;
 - Must not direct the employee to take a period of annual leave beginning less than eight (8) weeks or more than twelve (12) months, after the direction is given; and
 - Must not be inconsistent with any leave arrangement agreed by the Council and the employee.

6.1.8. Leave Accrual During Absence

- 6.1.8.1. In calculating a year of employment:
 - 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;

- 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 three (3) months on account of illness or injury certified to by a legally qualified medical practitioner, is not to be taken into account.

6.1.9. Calculation of Annual Leave Pay

6.1.9.1. Annual Leave Pay (including any proportionate payments) shall be calculated at:

- the rate payable for work in ordinary time according to the employee's roster or projected roster.

6.1.9.2. In no case shall the payment by Council to an employee be less than the sum of the following amounts:

- 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);
- a further amount calculated at the rate of 17.5%.

6.1.10. Application for Leave by Employee

6.1.10.1. An employee, unless exceptional circumstances exist as approved by Council, shall submit their application for Annual Leave at least two (2) weeks before the date of commencement of such leave, unless otherwise mutually agreed to by both parties.

6.1.10.2. Unless Council advises to the contrary within seven (7) days of receipt of such application, the leave is deemed to be approved.

6.1.11. Notice Given by Employer of Leave to Be Taken

6.1.11.1. Reasonable notice of the commencement of annual leave shall be given to an employee.

6.1.11.2. 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 four (4) weeks' notice of such requirement shall be given to the employee unless mutually agreed by both parties.

6.1.11.3. **Leave debits** – Annual leave debits will be equivalent to the ordinary hours' employees would have worked (e.g. pro rata for part times hours) had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

6.1.12. Cashing out of Annual Leave

6.1.12.1. Employees are able to make an application to Council to 'cash out' a portion of their annual leave. This means that an employee will be paid for an amount of their annual leave instead of taking it as a period of absence.

6.1.12.2. Council requires that each time annual leave is cashed out:

- It is by mutual agreement only;
- The agreement is be recorded in writing;
- At least four (4) weeks annual leave must remain in the employee's accrued balance;
- there is no leave loading payable; and
- employees cannot cash out more than three (3) weeks in each twelve (12) months unless otherwise mutually agreed to in exceptional circumstances;
- there is no accrual of annual leave hours for the cashed-out period.

6.1.12.3. When considering an application from an employee to cash out a portion of their annual leave, factors to be considered by managers/supervisors should include, but not limited to:

- If the cashing out of annual leave is conducive to the employee's health and wellbeing, and a commitment to work/life balance;
- The history of leave and TOIL taken by the employee over a relevant period of time;
- The reason that the employee has accrued sufficient annual leave to be eligible to cash out a portion of their leave;
- If leave management and workload management plans are in place;
- The nature of the employee's role;
- Alignment with other Council policies and procedures, i.e. fatigue management, workplace health and wellbeing.
- The appropriateness of approving an application while an employee is on a

higher duties or secondment arrangement (if applicable). It is not acceptable to cash out previously accrued annual leave in their substantive position at the higher duties' payment level.

6.2. Annual Closedown

- 6.2.1. Council may elect to close its operations between Christmas / New Year period each year.
- 6.2.2. Employees will be notified of Council's intention to close operations and the prescribed closedown period a minimum of 90 days prior to close down.
- 6.2.3. Employees will take accrued annual leave during any prescribed closedown period.
- 6.2.4. Employees who do not have enough annual leave to cover the period of the close down (or any period hereof) shall take unpaid leave.
- 6.2.5. In consultation with relevant employees, Council shall select a skeleton crew during this period to meet operational needs. Where possible Council will:
 - Encourage employees to self-roster;
 - Select employees who wish to work over the Christmas / New Year period subject to those employees having the relevant qualifications, training and experience to perform the duties required; and
 - Avoid rostering an individual employee to work Christmas Day or New Year's Day for two consecutive years.

6.3. Personal Leave

- 6.3.1. Personal leave covers sick leave and carer's leave.
- 6.3.2. Paid personal leave is available to an employee, other than a casual employee, when they are absent:
 - a) due to personal illness or injury; or
 - b) for the purposes of caring from an immediate family or household member:
 - i. who is sick and requires the employee's care and support; and
 - ii. who requires care due to an unexpected emergency.
- 6.3.3. Stream A Employees shall be entitled to twelve (12) days Personal Leave for the first year of employment.
 - a) In addition to the twelve (12) days provided in 6.3.3, employees shall be granted an additional three (3) days for the first year of employment to be credited upon commencement of an employee's employment.
 - b) Fifteen (15) days of personal leave will be credited at the start of the second year of employment and each subsequent year of service.
- 6.3.4. Stream B and Stream C Employees
 - a) Shall be entitled to ten (10) days Personal Leave as provided by the QES, which will accrue progressively.
 - b) In addition to the ten (10) days provided in 6.3.4(a), Stream B and Stream C employees shall be granted an additional five (5) days Personal Leave to be credited upon commencement of an employee's employment and on the anniversary date of their employment for every year thereafter.
 - c) The additional five (5) days Personal Leave shall accumulate from year to year.
- 6.3.5. Employees shall be required to produce a medical certificate completed by a medical practitioner or other suitable evidence when the absence from work is more than two (2) days or on every occasion of taking personal leave if they are subject to a direction under clause 5.1.10.4. Failure by an employee to produce a medical certificate or other reasonable evidence in contravention of this provision shall be considered misconduct and may result in disciplinary action.

6.4. Compassionate and Bereavement Leave

- 6.4.1. In this clause "Immediate Family or Household" includes:
 - a) Employee's spouse, including a former spouse, a defacto spouse or former defacto spouse, (including a spouse of the same sex as the Employee); and
 - b) A child, ex-nuptial child, stepchild, adopted child, ex-foster child of the Employee or Employees' spouse; and
 - c) Parent, grandparent, grandchild, sister, or brother of the Employee and of the Employee's spouse (such as the Employee's mother-in-law, father-in-law, grandparent-in-law, brother-in-

- law, sister-in-law, son-in-law, daughter-in-law); and
- d) Stepfather, step-mother, (also big uncle or big aunt of an indigenous Employee) half-brother, half-sister, step-brother and step-sister of the Employee; and
- e) Those who permanently live in the Employee's household.

6.4.2. The list of family members provided for in the definition of 'Immediate Family or Household' is not exhaustive and Council recognises that this may not meet that of all the cultural groups in Council's workforce. Management may also grant requests for Bereavement Leave in circumstances where the deceased is a person that occupied the same prominence in the employee's life as a family member identified in the 'Immediate Family or Household category'. Where an employee is obligated by their respective custom or religion to show their respect for a deceased person by participating in ceremony, Bereavement Leave will be granted.

6.4.3. Employees are entitled to three (3) days of Bereavement Leave on full pay on each occasion when a member of the employee's immediate family or household:

- a) dies; or
- b) the employee, or the employee's spouse, is pregnant and the pregnancy ends other than by the birth of a living child.

6.4.4. Employees are entitled to two (2) days of Compassionate Leave on full pay on each occasion when a member of the employee's immediate family or household:

- a) contracts or develops a personal illness that poses a serious threat to the person's life; or
- b) sustains a personal injury that poses a serious threat to the person's life.

6.4.5. An employee, other than a casual employee, shall on the death of a member of their Immediate Family or Household, or as otherwise approved by Council under clause 6.4.5 of this Agreement, be entitled to up to three (3) days paid Bereavement Leave per event.

6.4.6. If the employee reasonably requires extra time to travel to and from the funeral or other ceremony for the death – an amount of unpaid Bereavement Leave equal to the time reasonably required for the travel will be granted.

6.4.7. Where evidence of serious illness or injury or death is not reasonably apparent to Council, the employee may be required to provide evidence of such (for example, a funeral notice) to the satisfaction of the Council. A failure to provide reasonable evidence upon request by Council shall be misconduct by the employee and may result in disciplinary action.

6.4.8. In addition to specified Compassionate and Bereavement Leave entitlements, an employee may access other accrued paid leave, (including Annual Leave, Long Service Leave or TOIL), or unpaid leave in circumstances where clause 3.4 applies, and the period of Compassionate and/or Bereavement Leave provided is insufficient.

6.5. Parental Leave

6.5.1. Eligibility

- 6.5.1.1. An employee shall be eligible for parental leave under Division 8-Parental Leave, of the IR Act.
- 6.5.1.2. Paid parental leave is in addition to any entitlement permissible under and in accordance with any other Government (State or Federal) relating to maternity or adoption and is available to a permanent full-time or part-time employee who is the primary care giver of the child subject to the following conditions:
 - a) Upon the birth or adoption of a child, full-time or part-time employees will be entitled to fourteen (14) weeks paid parental leave at their usual rate of pay.
 - b) Employees may take the paid parental leave at half-pay for twice the duration of the period specified above.
 - c) Part-time employees are eligible for paid parental leave on a pro-rata basis of the average weekly hours preceding twelve (12 months).
 - d) Payment will commence upon the birth of the child and no lump sum payments shall be made.
 - e) An employee intending to take leave under this clause must provide written notice to Council in accordance with the provisions of the *Industrial Relations Act 2016* (Qld).

6.5.2. Spousal (partner) leave

- 6.5.2.1. Employees whose partner has given birth or adopted a child, will be entitled to one (1) week's paid partner leave at their usual rate of pay.

6.6. Long Service Leave

All employees covered by this Agreement are entitled to long service leave in accordance with, the relevant provisions of Part 3 Long Service Leave of the IR Act as amended from time to time.

6.7. Study Leave and Other Study Supporting Benefits

- 6.7.1. As outlined in the Parent Awards, employees may apply for study assistance when undertaking approved training courses that is relevant to their position description or career progression. Generally, employees shall apply skills gained for a period of 12 months in the Council workplace after their course of study and prior to undertaking further training and education.
- 6.7.2. Subject to the support and approval of Head of Department, or Chief Executive Officer (CEO), eligible employees undertaking or attending courses of study may be entitled to five (5) hours per week or ten (10) days' pay per annum with pay to attend compulsory lectures, exams or residential blocks. (including travelling time). This provision may apply to employees enrolled in studies to obtain a University Degree.
- 6.7.3. Employees undertaking courses by correspondence shall be permitted reasonable time off with pay for the purpose of completing studies essential to the course and shall receive up to ten days per annum for compulsory residential blocks.
- 6.7.4. Training as directed by employer shall be paid as a normal working day to attend residential blocks relevant to their position (i.e. apprenticeship/traineeship, and/or residential blocks for accredited courses). This requires employees to travel and attend training at the nearest Registered Training Organisation (RTO) away from their normal workplace/home base/community.
- 6.7.5. Additional study leave requests for study reasons must be discussed and approved by Head of Department or CEO.
- 6.7.6. Long service, sick and recreation leave will accrue in the normal manner during periods of approved study leave.
- 6.7.7. Where Council has incurred the cost for training and the employee voluntarily terminates their employment with Council two (2) years following the date of the completion of the training, the employee will be required to reimburse costs as detailed below:

Number of full months of service from the completion of the training	Reimbursement Percentage (Employee Paid)
1-6 months	100%
6-12 months	75%
12-18 months	50%
18-24 months	25%

- 6.7.8. Employees who make payment of fees whilst undertaking an approved course or study shall have all compulsory fees reimbursed after passing the relevant examinations. Council will not reimburse without official written confirmation of passing being provided by the employee. Approval to authorise the refund of course fees must be made by the relevant Head of Department or the CEO upon submission of receipts and statements indicating passes for the claim being made.
- 6.7.9. If Council has incurred the cost for an approved training course, Council will be repaid the cost by the employee if the employee does not provide official written confirmation of passing within thirty (30) days of the end of the course.

6.8. Professional Development Conference Attendance

- 6.8.1. **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.
- 6.8.2. **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.

6.9. Special Leave With or Without Pay

6.9.1. **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.

6.9.2. **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.

6.10. Natural Disaster Leave within Council Worksite Boundaries

6.10.1. 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 per event and such leave is subject to approval by the CEO.

6.10.2. 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 per event and such leave subject to approval by the CEO.

6.11. Emergency Services Leave

6.11.1. An employee who engages in Voluntary Emergency Activity is entitled to paid leave for a period of up to five (5) days per year, subject to Council approval.

6.11.2. An employee engages in Voluntary Emergency Activity for the purposes of clause 6.11.1 of this Agreement if, and only if:

- a) the employee engages in an activity that involves dealing with an emergency or natural disaster;
- b) the employee engages in the activity on a voluntary basis; and
- c) either:
 - i. the employee was requested by or on behalf of a Recognised Emergency Management body to engage in the activity; or
 - ii. no such request was made, but it would be reasonable to expect the employee to engage in the activity.

6.11.3. A 'Recognised Emergency Management Body' is:

- a) a body, or part of a body, that attends to emergencies and/or disasters;
- b) a firefighting, civil defence or rescue body; or
- c) any other body which involves securing the safety of persons or animals in an emergency/natural disaster or protecting property in an emergency or natural disaster.

6.11.4. Emergency Services Leave is not cumulative.

6.12. Jury Service

6.12.1. **Entitlement** – Employees are entitled to attend for jury service in accordance with section 119 of the Industrial Relations Act 2016 (Qld).

6.12.2. **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. The employee will be required to provide evidence of any fee or allowance received for attending Jury Duty.

6.13. Cultural Leave

6.13.1. This section applies to an employee who is required by Aboriginal or Torres Strait Islander ceremony.

6.13.2. The employee may take up to 5 days unpaid cultural leave in each year, if the employer agrees.

6.13.3. The employer must not unreasonably refuse the leave.

6.13.4. In considering the employee's request for leave, the employer must consider at least the following:

- a) The employer's capacity to reorganise work arrangements to accommodate the employee's

request;

- b) the impact of the employee's absence on the delivery of customer service;
- c) the particular circumstances of the employee; and
- d) the impact of refusal on the employee, including the employee's ability to balance work and family responsibilities.

6.13.5. The employee must, if practicable, give the employer:

- a) reasonable notice of the intention to take cultural leave before taking the leave; and
- b) the reason for taking the leave; and
- c) the period that the employee estimates the employee will be absent.

6.13.6. If it is not practicable for the employee to give the notice before taking the leave, the employee must give the employer notice of the matters in subsection 6.13.5, b) and c) at the first opportunity.

6.13.7. It is declared that leave provided under this section is a welfare measure for the purposes of the *Anti-Discrimination Act 1991* (Qld), section 104.

6.14. Public and TSIRC Holidays

6.14.1. Public Holidays are as listed in the IR Act. In addition to Public Holidays, employees are entitled to additional holidays set by Council resolution each year for the TSIRC region or a specific Division of TSIRC in accordance with Council resolution each year (known as **TSIRC Gazetted Holidays**).

6.14.2. An employee (other than a casual employee) who would normally work on a day on which a Public or TSIRC Gazetted Holiday fall and who is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a Public or TSIRC Gazetted holiday.

6.14.3. **Payment for working on a Holiday** – Where a full-time employee is directed to work on a Public or TSIRC Gazetted Holiday, such employees shall be paid double time and a half for all time worked.

6.14.4. **Voluntary Day Off In Lieu of Payment** – For working on a Holiday - Where an employee so elects and Council agrees, an employee required to work on any Public or TSIRC Gazetted Holidays, may take a day off-in-lieu at some other date without loss of any ordinary pay (Voluntary Day Off In lieu of Payment).

6.14.5. **Part-Time Employee Entitlements** – A part-time employee whose usual day of work falls on a Public or TSIRC Gazetted 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 or TSIRC Gazetted 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 or TSIRC Gazetted Holiday, the ordinary hours of duty of such an employee shall be reduced to one fifth for each Public or TSIRC Gazetted Holiday so occurring.

6.14.6. **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.

6.15. Domestic and Family Violence Leave

6.15.1. Council is strongly committed to providing a healthy and safe working environment for all employees. Council recognises that employees sometimes face difficult situations in their work and personal life, such as domestic and family violence (DFV), which may affect their attendance, performance at work or safety.

6.15.2. Leave Entitlement

- a. An employee who is affected by DFV and/or is supporting someone affected by DFV will have access to 10 days of paid DFV leave per year.
- b. An employee, other than a casual employee, is entitled to 10 days paid DFV leave pr year if:
 - the employee has experienced DFV; and
 - the employee needs to take DFV leave as a result of the DFV.
- c. A casual employee that has been with Council for six months or more is entitled to 10 days of unpaid DFV leave per year and a casual employee that has worked with Council

for less than six months is entitled to two unpaid days of DFV per year if:

- the employee has experienced DFV; and
 - the employee needs to take DFV leave as a result of the DFV.
- d. Without limiting to sections 6.15.2 (a), (b), (c), or (d) the employee may need to take DFV leave if the employee is:
- recovering from an injury caused by the violence; or
 - attending an appointment related to the violence, including an appointment to attend counselling, obtain legal advice, medical treatment, meeting with police officers;
 - preparing for a court appearance related to the violence;
 - attending court for a proceeding related to the violence;
 - finding housing that is necessary because of the violence; or
 - organising childcare or the education of a child that is necessary because of the violence.
- e. If an employee has exhausted the entitlement under section 6.15.2 (a), (b), (c), or (d), the employee may, with Council's agreement, take additional days of leave that will be unpaid leave.
- f. The employee does not have to use other leave entitlements before accessing the DFV leave. DFV leave can be taken as consecutive days, single days or portions of a day.
- g. Leave should be granted where the Head of People and Wellbeing is satisfied that the employee requires leave because the employee is affected by DFV. However, leave should not be denied in the absence of supporting documents in the absence of supporting document/s, employees are required to complete a statutory declaration.
- h. The employee may also access further paid or unpaid leave, including special leave, sick leave, carer's leave, recreation leave, long service leave or other accrued time to attend to matters arising from DFV. This will be in accordance with the directives relating to each type of leave.
- i. An employee's entitlement to domestic and family violence leave under sections 6.15.2 (a), (b), (c), or (d) does not accumulate from year to year.
- j. Council must not fail to re-engage a long-term casual or short term casual only because the employee has taken DFV leave.

6.15.3. Requirement for employee to give notice of DFV

- a. An employee's entitlement to DFV leave is conditional on the employee giving Council notice by:
- submitting a TSIRC Application for Domestic and Family Violence Leave form as soon as reasonably possible to the People and Wellbeing Officer or Head of People and Wellbeing with supporting documentation (if applicable).
- b. The employee must give Council notice:
- before the employee is to take leave; or
 - if it is not possible to notify Council before the leave is taken; the employee should notify Council during the leave or as soon as possible after the leave ends.

6.15.4. Document – Council may request evidence:

- a. Council may ask an employee to give evidence that the employee has experienced DFV and needs to take leave as a result.
- i. The employee must comply with the request and provide Council one of the following documentations:
- evidence from the police; or
 - evidence of a legal proceeding or a court report; or
 - evidence from a doctor or other health practitioner; or
 - a report from a counsellor.
- ii. If an employee cannot provide any of the above documentation, they will be required to provide a statutory declaration stating same.
- b. When Council receives evidence under this section, Council must not disclose the evidence to someone else unless the disclosure is required or permitted under an Act.

- c. Council acknowledges that employees affected by DFV may not be in a position to provide supporting documentation. If 6.15.4, (a), (i) and 6.15.4, (b), (ii) are not achievable, the employee should provide evidence verbally.
- d. An employee's access to leave and other support options should not be denied in the absence of supporting documentation. Any related communication must be conducted in a sensitive and non-judgemental manner.
- e. Any documentation sighted must be returned to the employee unless the employee requests otherwise.

6.16. Union Representation and Access

- 6.16.1. A Union representative will have right of entry to the workplace in accordance with the terms of the IR Act.

Please note that all visitors are required to submit a visitor registration form prior to arrival at an island community, and upon arrival are to sign in at the Council office. Whilst visiting the community all visitors must abide by the local laws and customs as well as Federal and State laws.

Visitor registration forms are available from the TSIRC website at www.tsirc.gov.au

6.16.2. Deduction of Union Fees

- 6.16.2.1. 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.

6.16.3. Union Encouragement for Induction of New Employees

- 6.16.3.1. The Council will provide all new employees at their induction, whether online or in person:
 - a. Detailed information on the unions which are a party to this agreement and their organisers and delegates contact details;
 - b. Union officials shall be entitled to attend Council inductions when practicable; and
 - c. Council shall provide the union with details of the dates and locations of the inductions with reasonable notice.

6.16.4. Trade Union Provision Representation

- 6.16.4.1. This agreement recognises the union parties to this agreement and their accredited representatives as the sole legitimate representatives of employees covered by the agreement except where those employees are not members of the union.
- 6.16.4.2. The parties acknowledge that structured, collective industrial relations will continue as a fundamental principle of Council.
- 6.16.4.3. This principle recognises the important role that employee membership of unions has in maintaining a stable, safe and efficient working environment.
- 6.16.4.4. The parties agree to promote this approach to union membership into the future.

6.16.5. Union Delegate Training Leave

- 6.16.5.1. A Union Delegate or prospective delegate with the approval of the Union and Council, shall be granted up to five (5) days leave with pay each calendar year or 10 days over a 2-year period, non-cumulative, to attend approved union training courses/seminars, which are designed to promote good industrial relations and industrial efficiency within the workplace.
- 6.16.5.2. Any requests for training leave will not be unreasonably refused.
- 6.16.5.3. Other courses mutually agreed between the Union and Council and additional days on request where a Delegate is required to attend functions or duties associated with any role held under the Unions' rules, may be approved.

6.16.6. Union Delegate Support

- 6.16.6.1. In establishing an appropriate relationship between the Council and the Unions, and as part of encouraging employees to exercise their right to join and remain members of the relevant union the following shall apply:
 - a) A person elected or appointed as a Union Delegate shall, upon notification to Council from the relevant Union be recognised as the accredited representative of the Union;

- b) A Union Delegate shall have the right without loss of pay to discuss work related matters which are of concern to any employee or to convey information relating to the workplace to employees provided that the union delegate shall advise the relevant supervisor/s beforehand and not unduly interfere with the operational needs of Council; equally requests shall not be unreasonably refused;
- c) A Union Delegate shall be allowed a reasonable period of time without loss of pay during work hours to consult with an authorised official of the union;
- d) The Council shall provide the Union Delegate with access to a telephone or electronic media and other suitable facilities (where practical) to progress inquiries on behalf of a member on work related matters; and
- e) The Union Delegate shall have the right to place notices on notice boards at the Council's premises, provided that such notices are authorised by the Union and deal with legitimate Union matters.

7. 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 *Work Health and Safety Act 2011* (Qld) (WHS Act) 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 WHS Act as amended from time-to-time.
- 7.1.2.2. All parties to this 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 Local Government Act and Local Government Regulation as amended from time to time.

8. 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 4.6.6 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 reasonable 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.

8.6. Council Uniforms – As per Uniform Procedure

- 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 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 Local Government Act as amended from time to time.

8.6.3. Eligibility

- 8.6.3.1. All employees shall be eligible to receive an allowance to purchase uniforms as follows:
- Permanent employees will receive \$400 in their first year of employment for purchase of Council uniforms and thereafter \$300 per financial year.
 - Unspent credit will not be carried into the following financial year.
 - If staff do not proceed past their probation period or cease to work for TSIRC within six (6)-months of commencement, they will be required to return uniforms.
 - Casual or short term six (6) months or less) employees will receive \$200 in their first year for purchase of Council uniforms and thereafter up to \$200 per financial year.

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 IR Act as amended from time-to-time.

PARTIES SIGNATURES SIGNATURE PAGE

Signed for and on behalf of:

Torres Strait Island Regional Council

David Baldwin

David Baldwin

ABN: 15 292 645 165

Signature of Acting
Chief Executive Officer

In the presence of:

[Insert name]

Peter Joseph Krebs

Date: 29/07/2021

Peter Joseph Krebs

Signed for and on behalf of:

The Australian Workers' Union of
Employees Queensland

Stephen Baker

Stephen Baker

ABN: 54 942 536 069

Signature of
Queensland Secretary
of the AWUEQ

In the presence of:

[Insert name]

Breanna Beattie

Date: 28/07/2021

Breanna Beattie

Signed for and on behalf of:

Queensland Services, Industrial Union
of EmployeesNeil
Henderson

Neil Henderson

ABN: 13 540 483 194

Signature of the
Secretary of the QSIUEIn the presence of: Michelle Robertson
MICHELLE ROBERTSON

[Insert name]

NEIL HENDERSON

Date: 28 July 2021

SCHEDULE 1 – WAGE RATES

QLGIA Stream A – Division 2 – Section 1

Administrative, Clerical, Technical, Professional, Community Service, Supervisory and Managerial Services

Classification Levels	Proposed salaries - 1.5% increase from commencement of Agreement back paid to Sept 2020		September 2021 - 2.25% or Queensland Industrial Relations Annual State Wage Case General ruling. If QIRC increase higher the increase will be in accordance with that amount.		September 2022 - 2.5% or Queensland Industrial Relations Annual State Wage Case General ruling. If QIRC increase higher the increase will be in accordance with that amount.	
	Annual	Weekly	Annual	Weekly	Annual	Weekly
level 1, band 1	\$ 43,385.16	\$ 834.33	\$ 44,361.33	\$ 853.10	\$ 45,470.36	\$ 874.43
level 1, band 2	\$ 44,678.27	\$ 859.20	\$ 45,683.53	\$ 878.53	\$ 46,825.62	\$ 900.49
level 1, band 3	\$ 45,971.38	\$ 884.07	\$ 47,005.74	\$ 903.96	\$ 48,180.88	\$ 926.56
level 1, band 4	\$ 45,971.38	\$ 884.07	\$ 47,005.74	\$ 903.96	\$ 48,180.88	\$ 926.56
level 1, band 5	\$ 47,106.15	\$ 905.89	\$ 48,166.04	\$ 926.27	\$ 49,370.19	\$ 949.43
level 1, band 6	\$ 47,792.29	\$ 919.08	\$ 48,867.62	\$ 939.76	\$ 50,089.31	\$ 963.26
level 2, band 1	\$ 49,085.14	\$ 943.94	\$ 50,189.55	\$ 965.18	\$ 51,444.29	\$ 989.31
level 2, band 2	\$ 50,510.46	\$ 971.36	\$ 51,646.95	\$ 993.21	\$ 52,938.12	\$ 1,018.04
level 2, band 3	\$ 51,829.96	\$ 996.73	\$ 52,996.13	\$ 1,019.16	\$ 54,321.04	\$ 1,044.64
level 2, band 4	\$ 51,829.96	\$ 996.73	\$ 52,996.13	\$ 1,019.16	\$ 54,321.04	\$ 1,044.64
level 3, band 1	\$ 53,281.41	\$ 1,024.64	\$ 54,480.24	\$ 1,047.70	\$ 55,842.25	\$ 1,073.89
level 3, band 2	\$ 53,281.41	\$ 1,024.64	\$ 54,480.24	\$ 1,047.70	\$ 55,842.25	\$ 1,073.89
level 3, band 3	\$ 54,706.47	\$ 1,052.05	\$ 55,937.37	\$ 1,075.72	\$ 57,335.80	\$ 1,102.61
level 3, band 4	\$ 55,128.71	\$ 1,060.17	\$ 56,369.11	\$ 1,084.02	\$ 57,778.33	\$ 1,111.12
level 4, band 1	\$ 56,237.09	\$ 1,081.48	\$ 57,502.42	\$ 1,105.82	\$ 58,939.99	\$ 1,133.46
level 4, band 2	\$ 57,650.87	\$ 1,108.67	\$ 58,948.01	\$ 1,133.62	\$ 60,421.71	\$ 1,161.96
level 4, band 3	\$ 59,087.21	\$ 1,136.29	\$ 60,416.67	\$ 1,161.86	\$ 61,927.09	\$ 1,190.91
level 4, band 4	\$ 59,087.21	\$ 1,136.29	\$ 60,416.67	\$ 1,161.86	\$ 61,927.09	\$ 1,190.91
level 5, band 1	\$ 60,565.05	\$ 1,164.71	\$ 61,927.76	\$ 1,190.92	\$ 63,475.96	\$ 1,220.69
level 5, band 2	\$ 62,016.50	\$ 1,192.63	\$ 63,411.87	\$ 1,219.46	\$ 64,997.17	\$ 1,249.95
level 5, band 3	\$ 62,016.50	\$ 1,192.63	\$ 63,411.87	\$ 1,219.46	\$ 64,997.17	\$ 1,249.95
level 6, band 1	\$ 64,629.11	\$ 1,242.87	\$ 66,083.26	\$ 1,270.83	\$ 67,735.35	\$ 1,302.60
level 6, band 2	\$ 67,136.16	\$ 1,291.08	\$ 68,646.72	\$ 1,320.13	\$ 70,362.89	\$ 1,353.13
level 6, band 3	\$ 70,197.40	\$ 1,349.95	\$ 71,776.84	\$ 1,380.32	\$ 73,571.26	\$ 1,414.83
level 7, band 1	\$ 70,197.40	\$ 1,349.95	\$ 71,776.84	\$ 1,380.32	\$ 73,571.26	\$ 1,414.83
level 7, band 2	\$ 72,334.99	\$ 1,391.06	\$ 73,962.53	\$ 1,422.36	\$ 75,811.59	\$ 1,457.92
level 7, band 3	\$ 72,387.77	\$ 1,392.07	\$ 74,016.49	\$ 1,423.39	\$ 75,866.91	\$ 1,458.98
level 8, band 1	\$ 74,446.19	\$ 1,431.66	\$ 76,121.23	\$ 1,463.87	\$ 78,024.26	\$ 1,500.47
level 8, band 2	\$ 76,679.58	\$ 1,474.61	\$ 78,404.87	\$ 1,507.79	\$ 80,364.99	\$ 1,545.48
level 8, band 3	\$ 78,979.96	\$ 1,518.85	\$ 80,757.01	\$ 1,553.02	\$ 82,775.94	\$ 1,591.84
level 8, band 4	\$ 81,349.36	\$ 1,564.41	\$ 83,179.72	\$ 1,599.61	\$ 85,259.22	\$ 1,639.60
level 8, band 5	\$ 83,789.84	\$ 1,611.34	\$ 85,675.11	\$ 1,647.60	\$ 87,816.99	\$ 1,688.79

QLGIA Stream A – Division 2 – Section 2
Delivery of Children's Services

Classification	Proposed salaries - 1.5% increase from commencement of Agreement back paid to Sept 2020		September 2021 - 2.25% or Queensland Industrial Relations Annual State Wage Case General ruling. If QIRC increase higher the increase will be in accordance with that amount.		September 2022 - 2.5% or Queensland Industrial Relations Annual State Wage Case General ruling. If QIRC increase higher the increase will be in accordance with that amount.	
	Annual	Weekly	Annual	Weekly	Annual	Weekly
ASSISTANT CHILDREN'S SERVICES WORKER						
Assistant children's services worker, unqualified, year 1	\$ 44,678.27	\$ 859.20	\$ 45,683.53	\$ 878.53	\$ 46,825.62	\$ 900.49
Assistant children's services worker, unqualified, year 2	\$ 45,971.38	\$ 884.07	\$ 47,005.74	\$ 903.96	\$ 48,180.88	\$ 926.56
Assistant children's services worker, unqualified, year 3	\$ 47,079.76	\$ 905.38	\$ 48,139.05	\$ 925.75	\$ 49,342.53	\$ 948.89
CHILDREN'S SERVICES WORKER						
Children's services worker, 1 year qualified, year 1	\$ 50,510.46	\$ 971.36	\$ 51,646.95	\$ 993.21	\$ 52,938.12	\$ 1,018.04
Children's services worker, 1 year qualified, year 2	\$ 51,829.96	\$ 996.73	\$ 52,996.13	\$ 1,019.16	\$ 54,321.04	\$ 1,044.64
Children's services worker, 1 year qualified, year 3	\$ 53,281.41	\$ 1,024.64	\$ 54,480.24	\$ 1,047.70	\$ 55,842.25	\$ 1,073.89
GROUP LEADER						
Group leader, 1 year qualified, year 1	\$ 54,706.47	\$ 1,052.05	\$ 55,937.37	\$ 1,075.72	\$ 57,335.80	\$ 1,102.61
Group leader, 1 year qualified, year 2	\$ 56,237.09	\$ 1,081.48	\$ 57,502.42	\$ 1,105.82	\$ 58,939.99	\$ 1,133.46
Group leader, 1 year qualified, year 3	\$ 56,237.09	\$ 1,081.48	\$ 57,502.42	\$ 1,105.82	\$ 58,939.99	\$ 1,133.46
		\$ -		\$ -		\$ -
Group leader, 2 year qualified, year 1	\$ 59,087.21	\$ 1,136.29	\$ 60,416.67	\$ 1,161.86	\$ 61,927.09	\$ 1,190.91
Group leader, 2 year qualified, year 2	\$ 60,565.05	\$ 1,164.71	\$ 61,927.76	\$ 1,190.92	\$ 63,475.96	\$ 1,220.69
Group leader, 2 year qualified, year 3	\$ 62,016.50	\$ 1,192.63	\$ 63,411.87	\$ 1,219.46	\$ 64,997.17	\$ 1,249.95
Group leader, 3 year qualified, year 1	\$ 62,016.50	\$ 1,192.63	\$ 63,411.87	\$ 1,219.46	\$ 64,997.17	\$ 1,249.95
Group leader, 3 year qualified, year 2	\$ 62,016.50	\$ 1,192.63	\$ 63,411.87	\$ 1,219.46	\$ 64,997.17	\$ 1,249.95
ASSISTANT COORDINATOR						
Assistant coordinator, qualified, large service year 1	\$ 62,016.50	\$ 1,192.63	\$ 63,411.87	\$ 1,219.46	\$ 64,997.17	\$ 1,249.95
Assistant coordinator, qualified, large service year 2	\$ 62,016.50	\$ 1,192.63	\$ 63,411.87	\$ 1,219.46	\$ 64,997.17	\$ 1,249.95
ASSISTANT DIRECTOR						
Assistant director, 2 year qualified, year 1	\$ 62,016.50	\$ 1,192.63	\$ 63,411.87	\$ 1,219.46	\$ 64,997.17	\$ 1,249.95
Assistant director, 2 year qualified, year 2	\$ 62,016.50	\$ 1,192.63	\$ 63,411.87	\$ 1,219.46	\$ 64,997.17	\$ 1,249.95
Assistant director, 2 year qualified, year 3	\$ 63,309.61	\$ 1,217.49	\$ 64,734.08	\$ 1,244.89	\$ 66,352.43	\$ 1,276.01
Assistant director, 3 year qualified, year 1	\$ 64,629.11	\$ 1,242.87	\$ 66,083.26	\$ 1,270.83	\$ 67,735.35	\$ 1,302.60
Assistant director, 3 year qualified, year 2	\$ 64,629.11	\$ 1,242.87	\$ 66,083.26	\$ 1,270.83	\$ 67,735.35	\$ 1,302.60
COORDINATOR						
Coordinator, unqualified, year 1	\$ 62,016.50	\$ 1,192.63	\$ 63,411.87	\$ 1,219.46	\$ 64,997.17	\$ 1,249.95
Coordinator, unqualified, year 2	\$ 62,016.50	\$ 1,192.63	\$ 63,411.87	\$ 1,219.46	\$ 64,997.17	\$ 1,249.95
Coordinator, unqualified, year 3	\$ 63,309.61	\$ 1,217.49	\$ 64,734.08	\$ 1,244.89	\$ 66,352.43	\$ 1,276.01
Coordinator, qualified, small service, year 1	\$ 64,629.11	\$ 1,242.87	\$ 66,083.26	\$ 1,270.83	\$ 67,735.35	\$ 1,302.60
Coordinator, qualified, small service, year 2	\$ 67,136.16	\$ 1,291.08	\$ 68,646.72	\$ 1,320.13	\$ 70,362.89	\$ 1,353.13
Coordinator, qualified, large service, year 1	\$ 67,136.16	\$ 1,291.08	\$ 68,646.72	\$ 1,320.13	\$ 70,362.89	\$ 1,353.13
Coordinator, qualified, large service, year 2	\$ 70,197.40	\$ 1,349.95	\$ 71,776.84	\$ 1,380.32	\$ 73,571.26	\$ 1,414.83
Coordinator, qualified, large service, year 3	\$ 70,197.40	\$ 1,349.95	\$ 71,776.84	\$ 1,380.32	\$ 73,571.26	\$ 1,414.83
Coordinator, qualified, large service, year 4	\$ 70,197.40	\$ 1,349.95	\$ 71,776.84	\$ 1,380.32	\$ 73,571.26	\$ 1,414.83
DIRECTOR						
Director, 2 year qualified, year 1	\$ 67,136.16	\$ 1,291.08	\$ 68,646.72	\$ 1,320.13	\$ 70,362.89	\$ 1,353.13
Director, 2 year qualified, year 2	\$ 70,197.40	\$ 1,349.95	\$ 71,776.84	\$ 1,380.32	\$ 73,571.26	\$ 1,414.83
Director, 2 year qualified, year 3	\$ 70,197.40	\$ 1,349.95	\$ 71,776.84	\$ 1,380.32	\$ 73,571.26	\$ 1,414.83
Director, 2 year qualified, year 4	\$ 70,197.40	\$ 1,349.95	\$ 71,776.84	\$ 1,380.32	\$ 73,571.26	\$ 1,414.83
Director, minimum 3 year qualified, year 1	\$ 70,197.40	\$ 1,349.95	\$ 71,776.84	\$ 1,380.32	\$ 73,571.26	\$ 1,414.83
Director, minimum 3 year qualified, year 2	\$ 70,197.40	\$ 1,349.95	\$ 71,776.84	\$ 1,380.32	\$ 73,571.26	\$ 1,414.83
Director, minimum 3 year qualified, year 3	\$ 72,334.99	\$ 1,391.06	\$ 73,962.53	\$ 1,422.36	\$ 75,811.59	\$ 1,457.92
Director, minimum 3 year qualified, year 4	\$ 72,334.99	\$ 1,391.06	\$ 73,962.53	\$ 1,422.36	\$ 75,811.59	\$ 1,457.92
Director, minimum 3 year qualified, year 5	\$ 74,446.19	\$ 1,431.66	\$ 76,121.23	\$ 1,463.87	\$ 78,024.26	\$ 1,500.47
Director, minimum 3 year qualified, year 6	\$ 74,921.21	\$ 1,440.79	\$ 76,606.94	\$ 1,473.21	\$ 78,522.11	\$ 1,510.04
Director, minimum 3 year qualified, year 7	\$ 75,818.47	\$ 1,458.05	\$ 77,524.39	\$ 1,490.85	\$ 79,462.50	\$ 1,528.12

QLGIA Stream B – Division 3 – Section 1
Aged Care Services

Classification (Aged Care)	Proposed salaries - 1.5% increase from commencement of Agreement back paid to Sept 2020		September 2021 - 2.25% or Queensland Industrial Relations Annual State Wage Case General ruling. If QIRC increase higher the increase will be in accordance with that amount.		September 2022 - 2.5% or Queensland Industrial Relations Annual State Wage Case General ruling. If QIRC increase higher the increase will be in accordance with that amount.	
All employees (other than Cook or Chef)	\$ 44,678.27	\$ 859.20	\$ 45,683.53	\$ 878.53	\$ 46,825.62	\$ 900.49

QLGIA Stream B – Division 3 – Section 5
Operational Services

Classification	Proposed salaries - 1.5% increase from commencement of Agreement back paid to Sept 2020		September 2021 - 2.25% or Queensland Industrial Relations Annual State Wage Case General ruling. If QIRC increase higher the increase will be in accordance with that amount.		September 2022 - 2.5% or Queensland Industrial Relations Annual State Wage Case General ruling. If QIRC increase higher the increase will be in accordance with that amount.	
	Annual	Weekly	Annual	Weekly	Annual	Weekly
Level 1, first 6 months	\$ 44,678.27	\$ 859.20	\$ 45,683.53	\$ 878.53	\$ 46,825.62	\$ 900.49
Level 1, after first 6 months	\$ 44,678.27	\$ 859.20	\$ 45,683.53	\$ 878.53	\$ 46,825.62	\$ 900.49
Level 2	\$ 45,971.38	\$ 884.07	\$ 47,005.74	\$ 903.96	\$ 48,180.88	\$ 926.56
Level 3	\$ 45,971.38	\$ 884.07	\$ 47,005.74	\$ 903.96	\$ 48,180.88	\$ 926.56
Level 4	\$ 47,106.15	\$ 905.89	\$ 48,166.04	\$ 926.27	\$ 49,370.19	\$ 949.43
Level 5	\$ 47,792.29	\$ 919.08	\$ 48,867.62	\$ 939.76	\$ 50,089.31	\$ 963.26
Level 6	\$ 49,085.40	\$ 943.95	\$ 50,189.82	\$ 965.19	\$ 51,444.57	\$ 989.32
Level 7	\$ 50,510.46	\$ 971.36	\$ 51,646.95	\$ 993.21	\$ 52,938.12	\$ 1,018.04
Level 8	\$ 51,829.96	\$ 996.73	\$ 52,996.13	\$ 1,019.16	\$ 54,321.04	\$ 1,044.64
Level 9	\$ 53,281.41	\$ 1,024.64	\$ 54,480.24	\$ 1,047.70	\$ 55,842.25	\$ 1,073.89

QLGIA Stream C – Division 4 – Section 1
Building Trades Services

Classification	Proposed salaries - 1.5% increase from commencement of Agreement back paid to Sept 2020		September 2021 - 2.25% or Queensland Industrial Relations Annual State Wage Case General ruling. If QIRC increase higher the increase will be in accordance with that amount.		September 2022 - 2.5% or Queensland Industrial Relations Annual State Wage Case General ruling. If QIRC increase higher the increase will be in accordance with that amount.	
	Annual	Weekly	Annual	Weekly	Annual	Weekly
BUILDING WORKER						
Building worker, level 1(a) new entrant	\$ 43,385.16	\$ 834.33	\$ 44,361.33	\$ 853.10	\$ 45,470.36	\$ 874.43
Building worker, level 1(b), 3 months in the industry	\$ 44,678.27	\$ 859.20	\$ 45,683.53	\$ 878.53	\$ 46,825.62	\$ 900.49
Building worker, level 1(c), after 12 months	\$ 44,651.88	\$ 858.69	\$ 45,656.55	\$ 878.01	\$ 46,797.96	\$ 899.96
Building worker, level 1(d)	\$ 45,971.38	\$ 884.07	\$ 47,005.74	\$ 903.96	\$ 48,180.88	\$ 926.56
Building worker, level 2	\$ 47,106.15	\$ 905.89	\$ 48,166.04	\$ 926.27	\$ 49,370.19	\$ 949.43
BUILDING TRADESPERSON				\$ -		\$ -
Building tradesp, level 1	\$ 47,792.29	\$ 919.08	\$ 48,867.62	\$ 939.76	\$ 50,089.31	\$ 963.26
Building tradesp, level 2	\$ 49,085.40	\$ 943.95	\$ 50,189.82	\$ 965.19	\$ 51,444.57	\$ 989.32
Building tradesp, level 3	\$ 50,510.46	\$ 971.36	\$ 51,646.95	\$ 993.21	\$ 52,938.12	\$ 1,018.04

QLGIA Stream C – Division 4 – Section 2
Engineering Services

Classification	Proposed salaries - 1.5% increase from commencement of Agreement back paid to Sept 2020		September 2021 - 2.25% or Queensland Industrial Relations Annual State Wage Case General ruling. If QIRC increase higher the increase will be in accordance with that amount.		September 2022 - 2.5% or Queensland Industrial Relations Annual State Wage Case General ruling. If QIRC increase higher the increase will be in accordance with that amount.	
	Annual	Weekly	Annual	Weekly	Annual	Weekly
C14	\$ 43,385.16	\$ 834.33	\$ 44,361.33	\$ 853.10	\$ 45,470.36	\$ 874.43
C13	\$ 43,385.16	\$ 834.33	\$ 44,361.33	\$ 853.10	\$ 45,470.36	\$ 874.43
C12	\$ 44,678.27	\$ 859.20	\$ 45,683.53	\$ 878.53	\$ 46,825.62	\$ 900.49
C11	\$ 45,971.38	\$ 884.07	\$ 47,005.74	\$ 903.96	\$ 48,180.88	\$ 926.56
C10	\$ 47,792.29	\$ 919.08	\$ 48,867.62	\$ 939.76	\$ 50,089.31	\$ 963.26
C9	\$ 49,085.40	\$ 943.95	\$ 50,189.82	\$ 965.19	\$ 51,444.57	\$ 989.32
C8	\$ 50,510.46	\$ 971.36	\$ 51,646.95	\$ 993.21	\$ 52,938.12	\$ 1,018.04
C7	\$ 51,829.96	\$ 996.73	\$ 52,996.13	\$ 1,019.16	\$ 54,321.04	\$ 1,044.64
C6	\$ 54,706.47	\$ 1,052.05	\$ 55,937.37	\$ 1,075.72	\$ 57,335.80	\$ 1,102.61
C5	\$ 56,237.09	\$ 1,081.48	\$ 57,502.42	\$ 1,105.82	\$ 58,939.99	\$ 1,133.46
C4	\$ 57,662.15	\$ 1,108.89	\$ 58,959.55	\$ 1,133.84	\$ 60,433.54	\$ 1,162.18
C3	\$ 60,565.05	\$ 1,164.71	\$ 61,927.76	\$ 1,190.92	\$ 63,475.96	\$ 1,220.69
C2(a)	\$ 62,016.50	\$ 1,192.63	\$ 63,411.87	\$ 1,219.46	\$ 64,997.17	\$ 1,249.95
C2(b)	\$ 64,629.11	\$ 1,242.87	\$ 66,083.26	\$ 1,270.83	\$ 67,735.35	\$ 1,302.60