

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Torres Shire Council

AND

The Australian Workers' Union of Employees, Queensland

Queensland Services, Industrial Union of Employees

(Matter No. CB/2024/51)

TORRES SHIRE COUNCIL CERTIFIED AGREEMENT 2022

Certificate of Approval

On 3 September 2024 the Commission certified the attached written agreement in accordance with s 193 of the *Industrial Relations Act 2016*:

Name of Agreement: **TORRES SHIRE COUNCIL CERTIFIED AGREEMENT 2022**

Parties to the Agreement:

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

Operative Date: 3 September 2024

Nominal Expiry Date: 31 August 2027

Previous Agreements: *Torres Shire Council Certified Agreement 2019*

Termination Date of Previous Agreement: 3 September 2024

By the Commission

R.D.H. McLennan
Industrial Commissioner
3 September 2024

Torres Shire ABN 34 108 162 398

And

The Australian Workers Union of Employees, Queensland

And

Queensland Services, Industrial Union of Employees,

TORRES SHIRE COUNCIL CERTIFIED AGREEMENT 2022

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PART 1 – PRELIMINARY

1.1. Title

This Agreement shall be known as the Torres Shire Council Certified Agreement 2022.

1.2. Agreement Coverage

1.2.1. **Employee Coverage** –Subject to Clause 1.2.2 hereof this Agreement covers all Torres Shire Council employees employed in classifications contained in the Awards listed in Clause 1.13 of this Certified Agreement.

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

1.2.2.1. The contract of employment states that the Award will not apply to the terms and conditions applicable to the employee; and

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

1.3. Parties Bound

The parties to this Agreement will be the Torres Shire Council (hereafter referred to as “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 until the nominal expiry date of 31 August 2027.

1.5. No Extra Claims

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

1.6. Renegotiation of Agreement

1.6.1 Agreement's nominal expiry date

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

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

1.7. Objectives

This agreement builds on past agreements and its objectives are:

- To ensure tangible productivity measures as set out in this Agreement are met to deliver efficient services to the community.
Mabuiag – mamui wakain supamka Agreement ka a gasamamka a maika tatarzi Zagetal gagaitka
Miriam – nako ge ma gatu umele nawer able Agreement ira
- To give practical effect to the *Human Rights Act 2019 (QLD)*;
Mabuiag – maika minamzi ai-imazi zapuka Human Rights 2019 (QLD)
Miriam – Min nako akai rare Human Rights 2019 (QLD)
- To help prevent and eliminate discrimination in employment;
Mabuiag – ipoidaika wadaika mina asika gegead taiaika zagetnu
Miriam – upiatidar azimoaret meriba discrimination able dorge ge
- To address the needs of low-paid employees;
Mabuiag – iadu palgaika ipoidai sakaral apau modabiu zagetau mabaigal
Miriam – Nako meriba ubi able low paid lera
- To promote the principle of equal remuneration for work of equal value.
Mabuiag – iadu palaika kabwidazi mata keda modab zagetia minam zinga
Miriam - Ma mas wiabi dara tag rare

1.8. Productivity Measures

This agreement aims to achieve the following productivity measures:

- Improved skills development and job satisfaction through ongoing quality and productivity improvements.
- Positive year-on-year QAO reports without qualified audits.
- Year-on-Year reduced hours of unplanned absenteeism.
- Enhanced service to the community through improved efficiency in service delivery.
- Employee share in productivity gains through enhanced wages and conditions contained in this agreement together with approved recognition and reward schemes, such reward to be directed at assisting employees with cost-of-living pressures.
- As further particularised in 1.9 below

1.9. Commitment to Productivity and Quality –

- 1.9.1 The parties agree that they will consistently work towards continually improving levels of productivity and quality of service in accordance with the specific terms of this Certified Agreement and in particular:

1.9.2 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.

1.9.3 Accepting Improved Work Arrangements –

As part of their commitment to ongoing productivity improvement, the parties accept the ability for improved work arrangements to be developed and implemented, with flexibility to meet the varied requirements of Council programs. To achieve this outcome, Council agrees to consult with employees through the Joint Consultative Committee established by Clause 1.10, on all such ongoing proposals.

1.9.4 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.

1.9.5 Job Share-

Where it is requested by an employee and agreed to by Council, full time positions may be converted to job sharing arrangements.

These arrangements will be subject to:

- 1.9.5.1** The practicality of the position being jobshared;
- 1.9.5.2** Appropriate rostering;
- 1.9.5.3** There being no loss of quality or efficiency of service provision as a result of job share; and
- 1.9.5.4** Minimised cost incurred by Council.

1.9.6 Training –

Council and all parties to this Certified Agreement agree that appropriate training at induction and for ongoing skill and personal development, are critical elements in achieving the outcomes envisaged by this Clause plus the terms of Clause 1.7 and shall be subject to the following: –

- 1.9.6.1** 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.
- 1.9.6.2** Council undertakes to provide such training for each employee subject to the following principles –
 - 1.9.6.2.1** All training is assessed against the concept of “value adding” to Council operations;
 - 1.9.6.2.2** All training course provision decisions are made against an expectation that all employees attend and successfully complete the full training program provided;
 - 1.9.6.2.3** Council is to ensure that core operational services are not to be interrupted by the provision of any such training programs; and
 - 1.9.6.2.4** Council is to ensure that all trainers give appropriate recognition to cultural sensitivities.

1.9.7 Individual Flexibility Agreements (IFA)

To meet the needs of Council and an individual employee, Council and an employee may enter into an IFA to vary the terms of this Agreement with respect to matters permitted by the *Industrial Relations Act 2016* (Qld)

- 1.9.7.1** The following process will be followed:
 - (a) The employee, the employee’s union/s (if applicable) 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.
- 1.9.7.2** The terms of an IFA must be in writing setting out the following:
 - (a) A predetermined term of the agreement; and
 - (b) Provision for termination of the agreement; and
 - (c) Signed by Council and the employee; and
 - (d) Must not, on balance, result in an overall reduction in the entitlements or protections the employee has under this Agreement; and
 - (e) Are only about matters required or permitted to be in this Agreement.

1.10. Consultative Committee

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

1.10.1 Purpose

The broad purposes of the JCC include:

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

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

Unions and Council are committed to achieving improved and effective consultation in the workplace and agree that cooperative consultation will provide employees with an opportunity, through their

unions and forum representatives, to participate fully in discussions on issues which impact on their working lives and improve productive performance.

1.10.3 **Structure and Composition**

The JCC comprises representatives of Council's management, Union delegates and officials from the unions listed as parties to the Agreement who represent Council employees. No more than three (3) representatives from each party are eligible to attend, however, other representatives may attend if an agenda item requires specific representation. The parties commit to the effective operation of the JCC and will provide the necessary support to successfully implement its agreed terms of reference.

1.10.4 **Terms of reference**

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

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

1.11 **Consultation - Introduction of changes**

1.11.1 **Employer's duty to notify:**

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

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

1.11.2 **Employer's duty to consult over change:**

1.11.2.1 Council shall consult with 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 and measures to avoid or reduce the adverse effects of such on employees.

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

1.11.2.3 The discussions shall commence as early as practicable before making the decision referred to in Clause 1.11.1.

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

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

1.11.2.6 Where Council is proposing to make changes to its policies that would result in 'significant effects' on employees, as defined by this Agreement, discussion will occur at

the JCC before making a final decision.

1.12 Certified Agreement Communications and Access

1.12.1 Copy of Agreement Provided - All employees will be given ready access to a copy of this Agreement in either hard copy or electronic form (including via Council's Intranet). All new employees will be provided access to a copy of the Agreement upon commencement of employment with Council.

1.12.2 Location of Copies – Hard copies of the Agreement will be located at the Council Administration Office, Council Depot on Thursday Island and Horn Island, the Water Treatment Plant on Horn Island and the Sewerage Treatment Plant on Thursday Island, the Sports Complexes on both Thursday Island and Horn Island, and the Airport at Horn Island and Landfill Office at Horn Island.

1.12.3 Communication Recognising Cultural Diversity –. As Council is a multicultural environment, where English is a second or third language, Council will ensure culturally appropriate communication so that all employees understand the Agreement (including a plain English guide to the Agreement).

1.13 Parent Awards

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

- 1.13.1 Queensland Local Government Industry (Stream A) Award - State 2017 – Division 1 & Division 2 - Section 1
- 1.13.2 Queensland Local Government Industry (Stream B) Award - State 2017 - Division 1 & Division 2 - Section 5
- 1.13.3 Queensland Local Government Industry (Stream C) Award - State 2017 – Division 1 & Division 2 - Sections 1 & 2

Where the term “Award” or “Awards” is used in the Agreement it refers to one or more of the Awards listed above. Provided that where there is any inconsistency between this Agreement and the above Awards, this Agreement shall prevail to the extent of that inconsistency.

1.14 Equal employment opportunities

The parties recognise the importance of maintaining diversity in the workplace, equal remuneration for work of equal value and ensuring that existing practises, that encourage equality of employment and development opportunities, continue and are promoted, during the life of this Agreement.

This will include:

- (a) Reviewing position descriptions, prior to advertisement, to ensure non-bias/gender neutral language;
- (b) Inclusion of statements during recruitment that TSC is an equal opportunity employer;
- (c) Ensuring selection of applicants for vacant positions is conducted in accordance with the law;
- (d) Giving appropriate and meaningful consideration of workplace flexibility or adjustment requests; and
- (e) Ensuring approval of development opportunities is managed in a fair and equitable manner, irrespective of gender or any other identified attribute under the Anti-Discrimination Act 1991.

1.15 Succession Planning –

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

1.16 Employee Performance Management Framework –

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

1.16.2 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.

1.17 Absenteeism Management –

- 1.17.1 All parties to this Certified Agreement agree that attendance at work is a basic requirement for successful delivery of Council services to its' communities.
- 1.17.2 All parties therefore agree to identify and analyse circumstances where attendance is not being optimised and to take specific action to improve such attendance issues. "Absenteeism" is defined as all personal/carer's leave paid or unpaid and with or without a Medical Certificate.
- 1.17.3 Whilst there will be a concerted effort to address attendance issues at all times, as one specific step, at the end of each three (3) monthly period, each manager/supervisor will review employees' attendance records for those employees for whom they are responsible and whom have been absent from work for more than three (3) days on personal/carer's leave during the three (3) month period. Where considered necessary, issues of concern will be raised directly with the relevant employee.

PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Terms of Employment

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

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

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

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

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

2.1.4. **Part-time employees** -

- 2.1.4.1. 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 of 38 per week and has reasonably predictable hours of work; and receives, on a pro rata basis, equivalent pay and conditions, excluding accumulation of rostered days off, to those full-time employees who do the same kind of work.
- 2.1.4.2. At the time of engagement, Council and the part-time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and where practicable the actual starting and finishing times each day. Any agreed flexibilities or variation to the hours of work will also be recorded in writing.
- 2.1.4.3. A part-time employee cannot be rostered for any less than three hour's work on any day.
- 2.1.4.4. A part-time employee may agree to work up to an average of 38 ordinary hours per week for agreed short periods at the hourly ordinary time rate provided the agreement is entered into without duress, in writing and stipulates that hours are to be paid at ordinary hours.
- 2.1.4.5. A part-time employee employed under the provisions of this Clause must be paid for ordinary hours worked at the rate of 1/38th of the minimum weekly rate prescribed in Schedule 1 for a full-time employee in the relevant classification.

2.1.5. **Casual employees** -

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

to have their employment converted to full-time or part-time employment if it could be reasonably expected that their employment is to continue. A casual employee who elects to convert to full-time or part-time employment shall be employed as either a part-time or full-time employee according to the pattern of ordinary hours worked in the preceding six months period or as otherwise mutually agreed in writing.

2.1.6. Probationary period -

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

2.2 Termination Change and Redundancy

2.2.1. Termination of employment –

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

2.2.1.1. Termination by employer -

Council 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 3years -	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 Council would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

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

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

2.2.1.2. Notice of termination by employee -

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

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

2.2.1.3. Statement of employment -

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

2.2.1.4. Time off during notice period -

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

2.2.2. Introduction of Changes/Redundancy**2.2.2.1. Council's duty to notify and consult –**

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

2.2.3 Transfer to lower paid duties –

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

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

The amounts must be worked out based on the following:

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

2.2.4 Transmission of business -

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

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

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

2.2.5 Time off during notice period –

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

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

2.2.6 Notice to Centrelink -

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

2.2.7 Severance pay –

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

Two weeks' pay for every year of service to a maximum of 52 weeks, if the employee is over 50 years of age three weeks for every year of service to a maximum of 52 weeks.

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

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

2.2.8 Superannuation benefits -

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

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

2.2.9 Employee leaving during notice –

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

2.2.10 Alternative employment –

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

2.2.11 Employees with less than one year's service –

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

2.2.12 Employees exempted

Clause 2.2.3. to 2.2.15. shall not apply:

Where employment is terminated because of 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.

2.2.13 Exemption where transmission of business–

The provisions of Clause 2.2.3. to 2.2.14. are not applicable where a Council business is transmitted to another employer (transmittee), in any of the following circumstances:

2.2.13.1 where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with Council, and any prior transmitter, to be continuous service of the employee with the transmittee; or

2.2.13.2 where the employee rejects an offer of employment with the transmittee in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and

which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

2.2.13.3 The Commission may amend Clause 2.2 hereof if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

2.2.14 Incapacity to pay –

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

2.2.15 Continuity of service - transfer of a calling –

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

2.3 Dispute Resolution

All parties agree that any disputes/grievances arising as a result of the application of the Agreement shall be dealt with in accordance with the terms of this clause.

2.3.1 Prevention and settlement of disputes – Agreement and Award matters

2.3.1.1. The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Agreement through information and explanation, consultation, co-operation and negotiation.

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

2.3.1.3. In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures shall apply:

2.3.1.3.1. the matter is to be discussed by the employee's union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;

2.3.1.3.2. if the matter is not resolved as per Clause 2.3.2. it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;

2.3.1.3.3. if the matter remains unresolved it may be referred to the employer for discussion and appropriate action. This process should not exceed 14 days; and

2.3.1.3.4. if the matter is not resolved then it may be referred by either party to the Commission.

2.3.1.4. Nothing contained in this procedure shall prevent unions or the employer from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

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

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

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

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

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

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

2.3.3. Council shall ensure that:

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

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

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

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

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

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

Stage 2: Not to exceed 7 days.

Stage 3: Not to exceed 14 days.

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

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

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

2.4 Union Representation and Access

A Union representative will have right of entry to the workplace in accordance with the terms of the *Industrial Relations Act 2016 (Qld)*. Council shall establish mutually agreed procedures consistent with the *Industrial Relations Act 2016 (Qld)* through the Joint Consultative Committee so that all reasonable steps are taken to encourage employees, including subcontractors' employees, to be financial members of the relevant Union whilst working for Council. All employees shall be provided with an application form and information from the relevant Union/s at the point of engagement. Such application forms and information are to be made available by Torres Shire as provided by the relevant union. Union representatives shall be given access to new employees at engagement and induction so as to facilitate the encouragement of union membership.

2.5 Deduction of Union Fees

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

2.6 Trade Union Training Leave

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

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

2.6.3. For the purposes of Clause 2.6, "ordinary pay" shall mean at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.

2.6.4. The granting of such leave shall be subject to the following conditions:

2.6.4.1. An employee must have at least 12 months uninterrupted service with an Employer prior to such leave being granted.

- 2.6.4.2. The maximum number of employees attending a course or seminar at the same time will be four subject to mutual agreement, provided that where Council has more than one place of employment in Queensland, then the formula above shall apply to the number of employees employed in or from each individual place of employment.
- 2.6.5. The granting of such leave shall be subject to the convenience of the Employer and so that the operations of Council will not be unduly affected.
- 2.6.6. The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within Council's operations.
- 2.6.7. In granting such paid leave, Council is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
- 2.6.8. Leave granted to attend courses will not incur additional payment if such course coincided with the employee's day off in 38-hour week working arrangements or with any other concessional leave.
- 2.6.9. Such paid leave will not affect other leave granted to employees under this Agreement.

PART 3 WAGES, SUPERANNUATION AND ALLOWANCES

3.1 Wages Increases and Wage Rates

- 3.1.1. In addition to the 3.0% wage increase made to all employees covered by this Agreement from 1 September 2022, the following additional wage increases will be made during the life of this Agreement.
- From agreement in principle date 2024 – 7%
 - From the first full pay period commencing after 1 September 2024 – 1.5%
 - From the first full pay period commencing after 1 September 2025 – 3.5%
 - From the first full pay period commencing after 1 September 2026 – 3.5%
- 3.1.2. The details of all wage rates incorporating the wage increases in 3.1.1. payable during the life of this Agreement are contained in Schedule 1.

3.2 Classification of Employees, Appointment of Supervisors and Wage Progression

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

the classification definitions, place the position at a higher level.

- The employee may request a representative to be party to any discussions.

An employee may dispute the classification determined by Council. Any disputes that are initiated regarding classification shall be dealt with in accordance with the dispute's procedure contained in this Agreement.

3.2.5. Wage Progression –

3.2.3.1. Classification of employees to the relevant levels contained within the relevant award will always be based on the requirements of the relevant classification together with the demonstrated skill levels of employees.

3.2.3.2. Where the classification structure in the relevant Award provides for increments, movement to the next highest salary point within a level will be by way of annual review subject to the employee having given satisfactory service for the prior twelve months in accordance with a Staff Development and Appraisal System (SDAS) developed by Council. Where no SDAS undertaken then movement to the next increment will occur.

3.3. Higher Duties

An employee appointed to undertake duties of a higher level shall be paid at the first pay point of the higher-level rate whilst undertaking the higher duties' and no employee shall be paid less than 4 hours for such higher duties.

3.4. Salary Sacrificing

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

3.5.1 Employees may salary sacrifice any additional superannuation contributions paid into a superannuation fund of their choice as long as the fund accepts payments by electronic funds transfer.

3.5.2 Employees may also participate in other/ additional salary sacrifice arrangements including but not limited to rent of Council provided accommodation, motor vehicles under a novated lease arrangement or other benefits provided the arrangements: comply with the Australian Taxation Office and Superannuation guidelines; and arranged by the employee and does not incur additional cost to Council, including but not limited to GST, FBT and administration. Council and an Employee can agree in writing to such salary packaging benefits with any approved external Salary Packaging Service Provider.

3.5.3 Employees must seek independent financial advice on salary sacrificing and Council will not be responsible for the provision of any financial or taxation advice to an Employee in regard to any salary sacrifice proposal.

Salary for superannuation and termination purposes for an Employee who has elected to contribute additional superannuation payments, shall be in accordance with Australian Taxation Office requirements.

3.5. Payment of Wages (Including Superannuation)

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

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

3.6. Remote Travel Expense and Living Allowances

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

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

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

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

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

3.6.2. Remote Locality Allowance—

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

Payment Date	Status Dependents	Annual Rate \$
Paid fortnightly from the first pay period after the commencement of certification of this Certified Agreement	Employee with dependents	\$7,053.80
Paid fortnightly from the first pay period after the commencement of certification of this Certified Agreement	Employee without dependents	\$3,526.90
Paid fortnightly from the first pay period after the commencement of certification of this Certified Agreement	Dependent spouse/defacto that receives locality allowance	\$3,526.90

*Based on rates for Thursday Island as prescribed in, and subject to, the Minister for Industrial Relations Directive 16/18 and its superseding Directive.

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

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

3.7. Disability Allowances

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

- 3.7.1 Construction Work Allowance** – An employee and their supervisor when undertaking any of the work as set out in 3.7.2 below or exposed to the disabilities detailed in sub-clauses 3.7.4 shall be paid an allowance at the rate of \$40.00 per week for the life of the agreement”.
- 3.7.2** Construction, reconstruction, alteration, repair and/or maintenance work shall mean and include all work performed on site on construction, reconstruction, alteration, repair and/or maintenance of buildings and tourist facilities, (including the construction of additions to existing buildings and the necessary alterations to existing buildings to make them conform to any new additions and the demolition of buildings), the disability of work on all types of scaffold including a single plank or bosun’s chair, water towers, water mains, or reservoirs; dams, barrages, weirs or similar structures, bridges, wharves, piers or jetties, over-passes, under-passes and concrete work incidental thereto, clay pits and quarries; sewerage construction work; pipelines, culverts, kerbing, channelling, roads, traffic islands, gardening, grass cutting or using other agricultural operations, and concrete ornamental lakes and land reclamation and or land clearing associated with estate development and building construction, or any activities associated with Council “outdoor” activities including the mechanical workshop; confined space for work in any compartment, space or place the dimensions of which necessitate such employee working in tunnels or ducts less than 1.2 meters in diameter; toxic substances (toxic substances” shall be restricted to include epoxy-based materials, and, materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system); noxious fumes/poisonous sprays, which is work amongst ammonia or other noxious gas fumes or work done using poison sprays for the control of noxious weeds such as pear, burr and groundsel; work in association with asbestos materials and subject to WHS requirements.
- 3.7.3** Climatic conditions, were working in the open on all types of work including wet and rainy conditions; physical disadvantages of having to climb stairs or ladders rain or dust blowing in the wind on construction sites; sloppy or muddy conditions dirty conditions; drippings from newly poured concrete; working at any heights; the lack of usual amenities associated with factory work; treatment plants when Sewerage Treatment Plant operators are engaged in work at the treatment plant; operation of the dam, weir or barrage; working in dirty or wet places; and all other present disabilities not specifically compensated or allowed for by any other provision of this Certified Agreement.
- 3.7.4** The allowance referred to in Clause 3.7.1. shall be treated as part of the ordinary weekly wage for all purposes of this Agreement to compensate for the listed disabilities and paid whilst on personal, annual or long service leave.

Rubbish Dump Allowance

In addition, an employee engaged on the filling in, grading and control of fires on rubbish dumps, and thereby being exposed to dirty conditions, dust, wetness and noxious fumes, shall be paid an additional allowance of \$33.21 per week which shall be treated as part of the ordinary weekly wage for all purposes of this Agreement.

Refuse

Drivers of rubbish vehicles and their assistants primarily engaged on the collection of refuse shall be paid an additional amount of \$2.74 per hour (subject to State Wage Case adjustments) for actual time worked in addition to their ordinary rates, for the life of this Certified Agreement, whilst directly engaged on refuse collection work. Where an employee is primarily engaged in refuse collection, the allowances prescribed in this sub-clause shall be treated as part of the ordinary weekly wage for all purposes of this Agreement.

3.8 Other Allowances

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

3.8.1 Tools

Where possible, tools will be provided by Council but where tradespersons are required to supply and use their own tools, an allowance of \$22.62 per week or \$5.44 per day (subject to State Wage Case Adjustments) shall be payable, for the life of this Certified Agreement.

3.8.2 Live Sewerage Rate-

3.8.2.1 Employees engaged on live sewer work in the case of breakdowns or similar circumstances, or cleaning septic tanks shall, during ordinary hours, be paid at the rate of time and a-half for all ordinary time so engaged. During overtime or on week-ends or public holidays employees shall be paid one-half of the ordinary hourly rate in addition to the relevant overtime, week-end or public holiday rate for all time engaged on live sewer work. The term "live sewer work" shall mean work carried out in situations where there is direct aerial connection with a sewer through which sewerage is flowing. The term shall also include work in connection with septic tanks and cleaning of mechanical plant if such plant is contaminated with sewerage.

3.8.2.2 Employees who are on any day, required to carry out work in connections with the release of blockages in sewerage lines, septic tanks and connections thereto shall be paid not less than 4 hours at the appropriate rates. All time involved in travelling to and from such operations shall be deemed to be time worked for this purpose.

3.8.2.3 An employee engaged as a sewerage treatment plant operator shall not be entitled to the live sewerage rate when engaged in work at the treatment plant.

3.8.3 First Aid

Where Council appoints an employee who holds an appropriate first-aid certificate as a first-aid attendant, an additional \$18.36 per week (subject to State Wage Case adjustments) shall be paid to such employee in which the employee works three days or more, for the life of this Certified Agreement.

3.8.4 Meal Allowance An employee required to work more than 2 hours overtime on any one day following ordinary time, shall be supplied with a reasonable meal at Council's expense or be paid a meal allowance of \$13.39, (subject to State Wage Case adjustments) for the life of this Certified Agreement.

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

4.1 Ordinary hours of work

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

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

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

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

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

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

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

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

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

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

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

4.2 Arrangement of ordinary hours

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

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

4.2.1.2. Ordinary hours worked on a Sunday shall be paid for at the rate of double time.

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

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

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

4.3 Spread of ordinary working hours

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

4.3.1.1 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.

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

4.3.2 Local-laws compliance employees

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

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

4.3.3 Sanitary and garbage workers

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

4.3.4 Street sweepers and/or cleaners, sewer cleaners and pump attendants

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

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

4.3.5 Water and sewerage treatment employees

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

4.3.6 Bus drivers

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

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

4.3.7 Sports Complexes employees

4.3.7.1 The ordinary hours of work of all employees employed at Sports Complexes., shall be determined by Council after consultation with the employees concerned.

4.3.7.2 Except in the case of managers, caretakers or persons in charge, the hours determined in accordance with Clause 4.3.7.1. may be worked based on a split shift within a spread of 12 hours from the starting time each day, with not more than two breaks other than meal breaks or rest pauses.

4.4 Shift work

4.4.1. Council may require specific work to be performed based on shift work. Prior to implementing a system of shift work consultation shall take place between Council and the affected employees.

4.4.2. The ordinary hours of duty of shift workers shall average 38 hours per week inclusive of a paid crib break each day and shall not exceed 152 hours in 28 consecutive days.

4.4.3 A shift shall consist of not more than 10 hours inclusive of a paid crib break, subject to the following conditions:

4.4.3.1 in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any shift, the arrangement of hours shall be subject to agreement between Council and the majority of employees in the work section or sections concerned;

4.4.3.2 by agreement between Council, the Union/s concerned and the majority of employees in the plant, work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:

4.4.3.2.1 Council and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12-hour shifts;

4.4.3.2.2 proper health and monitoring procedures being introduced;

4.4.3.2.3 suitable roster arrangements being made;

4.4.3.2.4 proper supervision being provided; and

4.4.3.2.5. except at the regular changeover of shifts, an employee shall not be required to work more than one shift in each 24 hours

4.4.4 Unless otherwise agreed between the employer and the majority of employees affected:

- afternoon shift means a shift finishing after 1800 and at or before 2400; and
- night shift means a shift finishing after 2400 and at or before 0800.

4.5 Shift allowances

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

4.6 Meal breaks

4.6.1 Meal Breaks during ordinary hours of duty

- 4.6.1.1. Employees working day work shall be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes to commence not later than 5 hours after the ordinary starting time each day.
- 4.6.1.2. The duration of a meal break having been determined, it may only be altered by mutual agreement or by the giving of one week's notice to the employee/concerned.
- 4.6.2. Shift workers shall be allowed a 30-minute paid crib break to be taken in such a manner as to not interfere with the continuity of work where continuity is necessary.
- 4.6.3 If an employee through operational reasons is unable to take the recognised meal break, all work done during the recognised meal break shall be paid at the rate of double time. Such payment will continue until a meal break is taken.

4.6.4 Continuity of work during meal breaks

- 4.6.4.1 Where the efficiency of Council may be increased through a job being completed or work being continued for up to 30 minutes into the normal meal break, the meal break may be delayed up to a maximum of 30 minutes without penalty.
- 4.6.4.2 The normal meal break shall be taken on the completion of the job or when 30 minutes has elapsed.
- 4.6.4.3 Where the work situation requires it, Council and the employee/s may agree to reduce the normal meal break duration to 30 minutes, taken within the normal starting and ceasing time of the meal break, provided that any employee/s who normally has a 45- or 60-minute meal break shall finish work 15 minutes or 30 minutes earlier, as the case may be.

4.6.5 Crib Breaks

- 4.6.5.1 An employee required to continue work after the normal ceasing time on any day shall be entitled to a 30-minute paid crib break after 2 hours' overtime where work is to continue beyond 2 hours.
- 4.6.5.2 Where such overtime continues beyond 1800, a 30-minute paid crib break shall be provided after one hour of overtime where work is to continue beyond that one-hour period.
- 4.6.5.3 After each further period of 4 hours' overtime on the same day, the employee shall be allowed 45 minutes for a paid crib break where work is to continue beyond that 4-hour period.
- 4.6.5.4 In all other circumstances an employee shall be entitled to a paid crib break of 30 minutes after 5 hours of overtime where the employee is required to work beyond the fifth hour.
- 4.6.5.5 A further paid crib break of 45 minutes shall be provided after each additional period of 4 hours where the employee is required to work beyond that 4-hour period.
- 4.6.5.6 At each paid crib break mentioned in Clauses 4.6.5.4 and 4.6.5.5 the employee concerned, other than one living in camp, shall either be provided with a reasonable meal at the employer's expense or paid a meal allowance of \$20.00 in lieu.

4.7 Rest pauses

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

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

4.8 Overtime

4.8.1 Overtime - general

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

4.8.2 Payment for overtime - day workers

Except as provided elsewhere in this Clause:

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

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

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

4.8.2.2.2 All authorised overtime worked by an employee on a Sunday shall be paid at the rate of double time with a minimum payment as for 3 hours' work. An employee shall not be entitled to a minimum payment in respect of each separate period of overtime.

4.8.2.2.3 All authorised overtime worked by an employee on a public holiday shall be paid at the rate of double time and a half with a minimum payment as for four hours.

4.8.2.2.4 The minimum payments provided in this clause shall not apply where such overtime is performed immediately preceding or following ordinary hours.

4.8.2.2.5 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.

4.8.2.2.6 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.

4.8.3 On Call

Council shall ensure that an on-call roster is maintained that comprises suitably qualified employees who are available for standby and who are directed to attend to Council's business during any day or night outside their ordinary working hours, whether on site, virtually, via an app or on any device (laptop, desktop, iPad, tablet or by mobile/Smartphone, digital watch). Each employee who is rostered to be on-call must ensure that they are ready for work, comply with WHS obligations and complete their timesheet relevant to the on-call roster.

- (a) Where an employee is directed to remain on call between Monday to Saturday, inclusive, during any day or night outside their ordinary working hours, the employee shall be paid \$25.00 for each day and/or night during which the employee remains on call.
- (b) 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; and

(c) 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:

(i) if the employee, whilst on call, is required to perform any work for which rates of pay are fixed by this Section, the employee shall be paid for the time so worked at the relevant overtime rate and the on call payment shall be reduced by the numbers of hours paid in overtime (e.g. if 2 hours overtime is worked, the on call payment shall be reduced by the equivalent of 2 hours' pay calculated at the employee's ordinary time rate); and

(ii) 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.

(d) Employees directed to remain on call must be able to be contacted and to report fit for duty within 30 minutes.

4.8.4 Recall to duty

4.8.4.1 An employee recalled to work overtime on one of their ordinary working days (other than on a Saturday or Sunday) shall receive a minimum payment of 4 hours at the relevant overtime rate.

4.8.4.2 An employee shall not be entitled to the minimum payment prescribed in Clause 4.8.4.1 in respect of each call out on the same day where the employee was notified of the need to return to perform work prior to the completion of the ordinary hours on the day in question; or is required to remain on call and is paid the allowance prescribed in Clause 4.8.3., in which case a minimum payment of 2 hours at the relevant overtime rate shall be payable.

4.8.4.3 An employee recalled to work overtime may be required to perform additional work of a breakdown or emergent nature which arises during the course of the work which was the subject of the recall.

4.8.4.4 Overtime worked shall not be regarded as overtime where the actual time worked is less than 2 hours for such recall (or subsequent recall on the same day).

4.8.4.5 Provisions contained in Clause 4.8.4 shall not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside of ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

4.8.5. Fatigue Management

4.8.5.1 An Employee is entitled to a minimum of ten (10) consecutive hours off duty between finishing work on any day and commencing work on the following day.

4.8.5.2 Where for operational reasons, the Employee is recalled to work, and performs overtime, resulting in the Employee not receiving the ten (10) consecutive hours off duty immediately preceding the commencement of work on the following day, the Employee will be released from duty after the completion of such overtime until they have had ten (10) consecutive hours off duty without loss of pay.

4.8.5.3 If an Employee is directed to resume duties or continue to work without having had ten (10) hours off duty, the Employee shall be paid for all work performed at double time until the required break has been taken.

4.8.5.4 Overtime worked by an Employee recalled to duty who performs work for less than two (2) hours on any such recall outside of the hours 10 pm to 4 am, will not be entitled to ten (10) consecutive hours off duty for the purpose of the Fatigue Management clause. Where an Employee has single or multiple callouts, irrespective of the duration, between the hours of 10.00 pm and 4.00 am, the Employee will be entitled to ten (10) consecutive hours off duty without loss of pay at the completion of the last callout

4.8.6.5 Prior approval for overtime or Time to be Worked must be given by Council for such time to be paid as overtime or claimed as Time-Off-In-Lieu (TOIL). Where TOIL is approved by Council, it shall be given on the basis of time for time worked.

4.8.5.6 Time off in lieu shall be taken at a time mutually agreed between the employee and Council.

4.8.5.7 Where time off in lieu has not been taken within three months since the overtime was worked, the employer may direct the employee to take the TOIL by the giving of not less than 5 days' notice.

4.8.6.8 Where the TOIL has not been taken, or directed to be taken, within four months since the overtime was worked the employee shall be paid the equivalent of the time worked at the relevant overtime rates.

4.9. Travelling Time for Meetings / Conferences

- 4.9.1. **Travelling Time at Ordinary Rates** – All time spent travelling to official meetings and/or conferences, or to conduct work on behalf of Council at workplaces within the Torres Shire local government area, will be paid for at ordinary time subject to transport arrangements and the employees span of daily ordinary hours.
- 4.9.2. **TOIL for Travelling Time Outside of Usual Span of Hours** – Where an employee is required to travel outside their span of daily ordinary hours, all such time will be deemed to be TOIL and taken in accordance with Clause 4.8.6.5 to 4.8.6. 8

PART 5 – LEAVE AND STATUTORY HOLIDAYS

5.1 Annual Leave

5.1.1 Entitlement

5.1.1.1 The provisions of this Clause apply in accordance with the terms and conditions hereof plus Part 3, Division 5, Annual leave of the *Industrial Relations Act 2016 (Qld)*, as amended from time-to-time.

5.1.1.2 Every employee (other than a casual employees) covered by this Agreement shall, at the end of each year of employment, be entitled to annual leave on full pay not less than 6 weeks (of 228 hours for full-time employees).

5.1.1.3 Annual leave shall be exclusive of any public holiday, which may occur during the period of that annual leave.

5.1.2 Annual Leave Payments

Annual leave shall be paid by Council in advance unless the employee requests otherwise in writing and such payment shall be administered in accordance with Sections 35 and 36 of the *Industrial Relations Act 2016 (Qld)*.

5.1.3 Leave Accrual During Absence –

5.1.3.1 In calculating a year of employment:

5.1.3.1.1 a period exceeding 3 months during which an employee has been absent on leave without pay granted by Council is not to be taken into account;

5.1.3.1.2 a period during which an employee has been absent without pay and without the Employer's authority, other than a period of absence not exceeding 3 months on account of illness or injury certified to by a legally qualified medical practitioner, is not to be taken into account.

5.1.4 Calculation of annual leave pay –

5.1.3.2 Annual leave pay (including any proportionate payments) shall be calculated as follows:

5.1.3.2.1 Shift workers – the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.

5.1.3.2.2 Other workers – the rate of wage to be paid to other workers shall be the rate payable for work in ordinary time according to the employee's roster or projected roster.

5.1.3.3 All employees – In no case shall the payment by Council to an employee be less than the sum of the following amounts:

5.1.3.3.1 the employee's ordinary wage rate as prescribed by this Agreement for the period of the annual leave (excluding shift premiums and week-end penalty rates);

5.1.3.3.2 a further amount calculated at the rate of 17 ½% except where either the following applies:

5.1.4.2.2.1 Any period or periods of annual leave exceeding: 6 weeks in the case of employees engaged as a shift worker who works over a period of 7 days per week; or

5.1.4.2.2.2 Any period or periods of annual leave exceeding 6 weeks in any other case;

5.1.4.2.2.3 When Council pays and an employee receives an annual

leave bonus, loading or other annual leave payment which is not less favourable to employees.

5.1.5 Application for Leave by Employee –

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

5.1.6 Notice Given by Employer of Leave to Be Taken –

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

5.1.7 Annual Payment In Lieu of Leave – Except where provided for by this clause, it shall not be lawful for Council to give, or for any employee to receive, payment in lieu of annual leave at any time except on termination. Provided that an employee may elect in writing to “cash-out” once annually each calendar year, at a time of their choosing, one week’s annual leave (including payment of the annual leave loading) from their accumulated annual leave balance. An employee may request, and Council may not unreasonably refuse, an employee cashing out a further two weeks of accrued annual leave (and leave loading) so long as the employee provides 4 weeks’ notice on each occasion and holds an annual leave balance of at least 4 weeks on each occasion.

5.1.8 Leave debits – Annual leave debits will be equivalent to the ordinary hour’s employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

5.1.9 Annual Closedown –

5.1.8.1 Where Council closes down its operations or a section or sections thereof, for the purposes of allowing annual leave to all or the bulk of the employees in that section or sections concerned, the following provisions shall apply:

5.1.8.1.1 Council may stand-off for the duration of the closedown, all employees in the section or sections concerned, and allow to those who are not then qualified for 5 or 6 full weeks’ holidays paid leave on a proportionate basis;

5.1.8.1.2 An employee who has then qualified for 6 full weeks’ leave, and has also completed further service shall be allowed proportionate leave for the period of service in excess of 12 months; all time during which an employee is stood-off without pay shall be deemed to be time of service in the next 12 monthly qualifying period, providing this shall not apply where the period of employment including the period stood-down does not exceed 6 weeks.

5.1.8.1.3 In the event of annual leave being staggered due to the annual closedown employees entitled to annual leave may be broken into 2 groups that overlap into a closedown of not more than 2 working weeks (plus public holidays occurring therein), and employees with a lesser period of service may be stood down.

5.2 Personal Leave

5.2.1 Entitlement –

- 5.2.1.1 The provisions of this Clause apply in accordance with its terms and conditions together with Part 3 Division 6, Personal Leave of the *Industrial Relations Act 2016* (Qld), as amended from time-to-time.
- 5.2.1.2 The provisions of this Clause apply to full-time and part-time employees (on a pro rata basis) and maximum-term (on a pro rata basis) but do not apply to casual employees.

5.2.2 Amount of paid personal leave – 15 days paid personal leave per annum is available to an employee, when they are absent due to personal illness or injury or for the purposes of caring for an immediate family or household member who is sick and requires the employee’s care and support or who requires care due to an unexpected emergency.

5.2.3 Notice of Leave to Be Taken – Each employee taking Personal Leave is to notify or cause to notify, their relevant supervisor/manager before their usual starting time the fact of taking Personal Leave, the reasons for taking such leave and the estimated length of absence. Failure to provide such Notice may result in non-payment of Personal Leave for that day.

5.2.4 Evidence of Genuine Absence – All parties to this Certified Agreement agree that all absence because of illness must be genuine and therefore any paid absence on personal leave for reasons of illness of greater than one day shall be contingent upon production by the employee concerned of either a certificate from the duly qualified medical practitioner or other evidence satisfactory to Council. Consecutive working days i.e. sick days on a Monday, Friday or in conjunction with a Public Holiday, will require a medical certificate. Where a pattern of access to sick leave can be established Council may at its discretion require from the employee a medical certificate for all absences.

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

- 5.2.5.1 15 days less the amount of personal leave taken in that year; and
- 5.2.5.2 The balance carried forward into the new year.

5.2.6 Effect of worker's compensation or other Insurance Payments – An employee shall not be entitled to payment for absence through illness or injury in respect of which workers' compensation is payable or through injury sustained by an employee outside the scope of the employee's employment caused by or contributed to by the employee's own negligence or participation in sport or games in respect of which such employee receives any payment by way of fee or bonus.

5.2.7 Re-engagement Entitlement – If an employee is terminated by Council and is then re- engaged by Council within a period of 3 months then the employee's unclaimed balance of personal leave, or balance not paid out in accordance with Clause 5.2.10. hereof, shall continue from the date of re-engagement.

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

5.2.9 Use of Accumulated Personal Leave – An employee is entitled to use accumulated personal leave for the purposes of personal leave to a maximum of not more than 26 weeks' absence from work through illness in any one year.

5.2.10 Portability of Credits Recognised from Other Councils – Council may provide portability for personal leave accumulated with a previous employing Queensland local government provided that the employee's service as between such councils has been continuous and that the employee at the time of engagement produces a certificate from the previous council certifying the amount of personal leave accumulated to the employee's credit and untaken at the time of termination.

"Continuous service" is defined to include service with a Queensland local government or with more than one Queensland local government, which has been continuous except for the employees having been dismissed or stood down, or by the employee having terminated the employee's service with the council provided that the employee shall have been re- employed by that council or some other council within a period not exceeding the combination of any period of unused annual leave when the employee ceased employment with the employee's previous council plus a further period of four weeks.

5.2.11 Personal Leave to Care for an Immediate Family or Household Member–

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

5.2.11.2 Definitions - The term "immediate family" includes:

5.2.11.2.1 a spouse (including a former spouse, a de facto spouse and a former de facto spouse, spouse of the employee; and a child or an adult child (including an adopted child whether by legal or traditional law, a foster child, an ex-foster child, a stepchild or an Ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse or defacto spouse of the employee.

5.2.12 Medical Certificate for Family Member – The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

5.2.13 Unpaid Carer's Leave –

- 5.2.13.1 An employee may take unpaid carer's leave by agreement with Council.
- 5.2.13.2 Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. Council and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days of unpaid leave per occasion.
- 5.2.13.3 An employee taking unpaid carer's leave may with the consent of Council work "make-up time" under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided by this Agreement.
- 5.2.13.4 An employee may elect with the consent of Council to take substitute accumulated annual leave entitlements for unpaid carer's leave but annual leave loading will not be payable to such substituted leave.

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

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

- 5.2.14.1 To provide care and support for significant other persons for whom they have responsibility for providing care and support;
- 5.2.14.2 To attend to the bereavement process associated with the death of immediate family and significant other persons (in the case of immediate family the employees may access up to 3 days from their personal leave accruals in addition to the 2 days bereavement leave);
- 5.2.14.3 To attend to planning of significant cultural and family related events (e.g. tombstone unveilings etc.).
For the purpose of this Clause only, "significant other persons" include a person who is not an immediate family member but related through birth or marriage, restricted to the following:
grandparents, immediate uncle, aunt, cousin, niece, nephew and in-laws (mother, father, brother and sister), any persons whom the employee provides guardianship or primary care for (i.e. a child under "traditional adoption" or a person who is not a family member but resides with and comes under the primary care of the employee).
- 5.2.14.4 Council may require an employee to provide evidence in relation to a period of such personal leave. The employee must give Council any evidence that Council requires of the illness, injury or death.
- 5.2.14.5 Council will, wherever reasonably practicable, provide flexible working arrangements that support employees in relation to their family and household responsibilities and responsibilities in relation to dependents and significant other persons.

5.2.15 Payout of Accumulated Personal Leave on Final Termination –

In the final termination of any employee, such employee will be entitled to a pay-out of accumulated personal leave on the following sliding scale –

- 5.2.15.1 With more than 3 years' service but less than 15 years' service and more than 80% of Personal Leave Entitlements accumulated - 12.5% of accumulated balance paid at the rate of pay for the employee on final termination; or
- 5.2.15.2 With more than 15 and less than 20 years' service and more than 75% of Personal Leave Entitlements accumulated - 25% of accumulated balance paid at the rate of pay for the employee on final termination; or
- 5.2.15.3 With more than 20 years' service and more than 70% of Personal Leave Entitlements accumulated – 50% of accumulated balance paid at the rate of pay for the employee on final termination.

5.3 Bereavement Leave

5.3.1 Entitlement –Full-Time, Part-Time and Maximum Term Employees – Full-time, part-time and maximum term employees shall, on each occasion of the death of a member of their immediate family or household in Australia, be entitled to paid 2 ordinary days of bereavement leave up to and including the day of the funeral of such person. Proof of such death is to be furnished by the employee to the satisfaction of Council.

5.3.2 Entitlement – Long-term casual employees–

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

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

5.3.2 “Immediate family” includes–

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

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

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

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

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

5.4 Parental Leave

Entitlement - This Certified Agreement provides for the terms and conditions of leave associated with Maternity leave, Parental leave, Adoption leave, and Special Responsibility leave for the care and support of the employee's immediate family or household consistent with and subject to the provisions of the *Industrial Relations Act 2016* (Qld) Division 8 - Parental Leave.

5.5 Reproductive Health and Wellbeing Leave and Support

5.5.1 Definition

For the purpose of this clause, reproductive health is defined as any condition relating to menstruation, perimenopause, menopause, poly-cystic ovarian syndrome and endometriosis, In Vitro Fertilisation (IVF) and other forms of assisted reproductive health services, vasectomy, hysterectomy, pregnancy termination, miscarriage and gender affirmation.

5.5.2 Entitlement to Leave

a) An Employee, including (a casual Employee), experiencing reproductive health issues is entitled to up to 5 days per year of paid reproductive health leave or in the case of the casual employee, 5 days of unpaid reproductive health leave for the purpose of treatment and management of ill health or symptoms, in addition to any leave otherwise provided for in this Agreement.

b) An Employee wishing to undergo gender affirmation may also take up to one year of unpaid leave for that purpose and additionally may access other forms of accrued paid leave.

c) The taking of any leave in relation to this clause will count as service for all purposes.

5.5.3 Notice and Evidentiary Requirements

a) The Employee shall provide Council notice as soon as reasonably practicable of their request to take leave under this clause.

b) If Council requires, the Employee must provide evidence that would reasonably satisfy Council that the leave is for the purpose as set out in clause 5.5. Such evidence may include a document issued by a doctor or other treating health professional (including a medical certificate).

5.5.4 Flexible Working Arrangements

In order to provide support to an Employee to manage and/or alleviate symptoms relating to reproductive health and to provide a safe work environment, the Employer will approve any reasonable request from an Employee experiencing reproductive health issues, including but not limited to:

- i. The right to work from home
- ii. flexible working hours
- iii. Reasonable changes to work environment to provide comfortable working environment to alleviate symptoms or facilitate treatment
- iv. the right to access reasonable unpaid leave

5.6 Long Service Leave

5.6.1 Entitlement – All employees covered by this Certified Agreement are entitled to long service leave on full pay based on 13 weeks long service leave after 10 years and pro rata long service leave after 7 years as provided for by and to be awarded and taken in accordance with, the relevant provisions of Part 3, Division 9, of the *Industrial Relations Act 2016 (Qld)* Act as amended from time to time.

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

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

5.7 Study Leave and Other Study Supporting Benefits –

5.7.1 Entitlement –

5.7.1.1 Employees undertaking courses of study formally approved by Council, or attending Council approved training courses, may be permitted, subject to Council agreement, time off with pay of up to a maximum of 5 hours per week (including travelling time) to attend lectures and such time as is necessary for practical training in normal working hours subject to the following provisos:

5.7.1.1.1 that such courses are deemed by Council to be appropriate to Local Government;
and

5.7.1.1.2 that such courses and the method of undertaking such courses are formally approved and authorised in writing by Council prior to the course commencing.

5.7.1.2 In addition to the benefits provided in Clause 5.7.1.1., employees undertaking examinations arising from an approved course of study or training shall be entitled an additional day's time off with pay once per Semester or formal study term, on the day of such examinations if during normal working hours.

5.7.1.3 Fees- An employee who undertakes an approved course of study or training provided for in Clause 5.7.1. hereof, shall have all compulsory fees (other than for supplementary examinations and late enrolment or late entry fees) reimbursed, after presentation to Council of receipts for the payment of such compulsory fees plus proof of passing the course examination/s.

5.7 Professional Development Conference Attendance

5.8.1 Approved Conferences – 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.

5.8.2 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.

5.8 Leave With or Without Pay

5.9.1 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.

5.9.2 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.

5.9 Natural Disaster Leave within Torres Shire Council Boundaries

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

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

5.10 Service Leave

5.11.1 Where:

5.11.1.1 An employee attends mandated camps, courses or schools of His Majesty’s Military or Air Forces on service leave, and

5.11.1.2 Where the service pay received by such employee is less than the employee’s ordinary hourly rate of remuneration as an employee employed by Council,

5.11.1.3 Service pay for the purposes of this Clause means and includes all payments received by the employee from His Majesty’s Forces in respect of service, during the period of service leave, on whatever days, Monday to Sunday, inclusive, of the week or weeks in question.

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

5.11 Jury Service

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

5.12.2 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.

5.12 Cultural Leave

5.13.1 Entitlement – In recognition of the particular operating environment of Council, the requirements of the *Human Rights Act 2019* (Qld) and Council’s commitment to cultural diversity in the Communities in the Torres Strait, including the Treaty Villages and those above the 11th degree parallel, Council agrees to approve “cultural leave” to an employee both with pay and without pay as Council may determine at its’ absolute discretion.

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

cultural diversity.

5.13 Public, Show, Statutory and “Bank” Holidays

5.14.1 Public Holidays - – All work done by an employee on 1 January (New Year’s Day) 26 January (Australia Day) Good Friday, Easter Saturday, Easter Sunday, Easter Monday, 25 April (Anzac Day), the birthday of the Sovereign, 25 December (Christmas Day), and Boxing Day, or any day appointed under the *Holidays Act* 1983 (Qld) to be observed as a holiday in place of any such holidays in the State of Queensland, shall be paid for at the rate of double time and a half with a minimum payment as for four hours at that rate:

5.14.1.1 Provided that all work performed by an employee on 1 May (Labour Day) or any day appointed under the *Holidays Act* 1983 (Qld) to be observed as a holiday in place of that holiday, shall be paid for at the rate of double time and a half with a minimum payment as for four hours at that rate.

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

5.14.2. Additional Public Holiday

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

5.14.3. Part- Time Employee - Public Holiday Entitlements

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

5.14.4 Casual Employees – Public Holiday Entitlement

All time worked by a casual employee on any of the Public Holidays mentioned in the Public Holiday clauses above, shall be paid for at the appropriate hourly rate plus 150% with a minimum payment as for four hours work.

5.14.5 Show Holiday –

5.14.5.1 All work done by an employee in a district specified from time to time by the Governor in Council by Order in Council published in the Queensland Government Industrial Gazette on the day appointed under the *Holidays Act* 1983 (Qld) to be observed as a holiday in relation to the annual agricultural, horticultural and/or industrial show held at the principal city or town, as specified in such Order in Council, of such district (or at the discretion of Council, two half days in lieu thereof) shall be paid for at the rate of double time and a half:

5.14.5.2 Provided that where no such day is gazetted for a district, the Council in that district shall nominate in each calendar year a day being one of the days Monday to Friday inclusive which shall for the purpose of this part of this Clause be deemed to be a Public Holiday. No employee shall be entitled to receive or be paid for more than one Show Day holiday in each calendar year.

5.14.6 Bank Holidays

Employees shall be further entitled to four days off, locally known as “Bank Holidays”, per annum without loss of pay for the celebrations held by the Torres Shire community on 29 May each year and known as the holiday for “TORRES STRAIT FLAG DAY” and 3 June each year and known as the holiday for “MABO DAY” and held on 1 July each year and

known as the holiday for the “COMING OF THE LIGHT” and 23 August for “FIRST TORRES STRAIT COUNCILLOR’S MEEETING AT MASIG historically known as “Bank Holidays”..

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

5.15 Domestic and Family Violence Leave

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

PART 6 – OCCUPATIONAL SAFETY

6.1 Safety and Environment

6.1.1 Safe Work Practices -

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

6.1.1.2 Both Council and its employees agree that all parties must always fully comply with the responsibilities contained in the Council Workplace Health & Safety Policy Statement and Safety System

6.1.2 Workplace Protective Clothing and Equipment -

6.1.2.1 All employees agree to wear the safety protective clothing and equipment provided by Council in accordance with its’ responsibilities and requirements in accordance with the *Work Health and Safety Act 2011* (Qld) as amended from time-to-time.

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

6.1.2.3 Employees required to use materials containing asbestos or to work in close proximity to employees using such materials shall be provided with training in the identification, assessment and control of hazards and risks and shall use all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus),

PART 7 – OTHER SUPPORTING CONDITIONS

7.1 Attendance at Work - Personal Travelling Arrangements

7.1.1 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.

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

7.2 Inter-Island Travel

7.2.1 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.

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

7.3 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.

7.4 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 in accordance with Council policy.

7.5 Staff Accommodation and Housing

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

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

7.6 Council Uniforms

7.6.1 Uniforms to be Worn – All employees agree to wear at all times, the official Council Staff Uniform as provided in accordance with the Council's Uniform Policy.

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

7.7 Time and wages record

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

PARTIES SIGNATURES SIGNATURE PAGE

Signed for and on behalf of:
Torres Shire Council Dalassa Yorkston, CEO ABN 34108162398:

In the presence of: Tanya Loban
Date: 13 August 2024

Signed for and on behalf of:
The Australian Workers' Union of Employees Queensland Stacey Schinnerl ABN 54 942 536 069:

In the presence of: Breanna Beattie
Date: 16 July 2024

Signed for and on behalf of
Queensland Services, Industrial Union of Employees Neil Henderson, Secretary ABN 13 540 483 194

In the presence of: Tom Rivers
Date: 12 July 2024

SCHEDULE 1 – WAGES

Torres Shire Council Certified Agreement 2022

QLGIA (Stream B) Award State - Division 2 - Section 1

General Salary Scale

Wage Group	Wage Rate	Wage Rate from in	Wage Rate	Wage Rate	Wage Rate
	1/09/2022	Principle Agreement	1/09/2024	1/09/2025	1/09/2026
	3.0% increase	7.0% increase	1.5% increase	3.5% increase	3.5% increase
Level 1 1st six months	\$885.95	\$947.97	\$962.19	\$995.86	\$1,030.72
Level 1	\$898.23	\$961.11	\$975.53	\$1,009.67	\$1,045.01
Level 2	\$910.65	\$974.39	\$989.01	\$1,023.62	\$1,059.45
Level 3	\$923.29	\$987.92	\$1,002.74	\$1,037.83	\$1,074.16
Level 4	\$936.18	\$1,001.71	\$1,016.74	\$1,052.32	\$1,089.15
Level 5	\$954.93	\$1,021.77	\$1,037.10	\$1,073.40	\$1,110.97
Level 6	\$982.49	\$1,051.26	\$1,067.03	\$1,104.38	\$1,143.03
Level 7	\$1,009.95	\$1,080.65	\$1,096.86	\$1,135.25	\$1,174.98
Level 8	\$1,034.94	\$1,107.39	\$1,124.00	\$1,163.34	\$1,204.06
Level 9	\$1,062.53	\$1,136.91	\$1,153.97	\$1,194.35	\$1,236.16

QLGIA (Stream C) Award State - Division 2 - Section 2

General Salary Scale

Wage Group	Wage Rate	Wage Rate from in	Wage Rate	Wage Rate	Wage Rate
	1/09/2022	Principle Agreement	1/09/2024	1/09/2025	1/09/2026
	3.0% increase	7% increase	1.5% increase	3.5% increase	3.5% increase
C14	\$839.02	\$897.75	\$911.22	\$943.11	\$976.12
C13	\$858.77	\$918.88	\$932.66	\$965.31	\$999.09
C12	\$885.36	\$947.33	\$961.54	\$995.19	\$1,030.03
C11	\$910.05	\$973.76	\$988.36	\$1,022.96	\$1,058.76
C10	\$954.97	\$1,021.82	\$1,037.15	\$1,073.45	\$1,111.02
C9	\$983.36	\$1,052.20	\$1,067.98	\$1,105.36	\$1,144.05
C8	\$1,011.66	\$1,082.47	\$1,098.71	\$1,137.17	\$1,176.97
C7	\$1,037.38	\$1,110.00	\$1,126.65	\$1,166.08	\$1,206.89
C6	\$1,094.23	\$1,170.82	\$1,188.39	\$1,229.98	\$1,273.03
C5	\$1,121.87	\$1,200.41	\$1,218.41	\$1,261.06	\$1,305.19
C4	\$1,151.06	\$1,231.64	\$1,250.11	\$1,293.87	\$1,339.15
C3	\$1,207.78	\$1,292.33	\$1,311.71	\$1,357.62	\$1,405.14
C2(a)	\$1,236.19	\$1,322.73	\$1,342.57	\$1,389.56	\$1,438.19
C2(b)	\$1,287.67	\$1,377.80	\$1,398.47	\$1,447.42	\$1,498.07

Apprentice Diesel Fitter

App Yr 1 40%	\$480.46	\$514.09	\$521.80	\$540.06	\$558.96
App Yr 2 55%	\$597.81	\$639.65	\$649.25	\$671.97	\$695.49
App Yr 3 75%	\$754.28	\$807.08	\$819.19	\$847.86	\$877.53
App Yr 4 90%	\$871.65	\$932.66	\$946.65	\$979.78	\$1,014.08
Adult Yr 1 75%	\$754.28	\$807.08	\$819.19	\$847.86	\$877.53
Adult Yr 2 80%	\$793.40	\$848.94	\$861.68	\$891.83	\$923.05
Adult Yr 3 84%	\$824.73	\$882.46	\$895.70	\$927.05	\$959.49
Adult Yr 4 90%	\$871.65	\$932.66	\$946.65	\$979.78	\$1,014.08

QLGIA (Stream C) Award State - Division 2 - Section 1

General Salary Scale

Wage Group	Wage Rate 1/09/2022 3% increase	Wage Rate from in Principal Agreement 7% increase	Wage Rate 1/09/2024 1.5% increase	Wage Rate 1/09/2025 3.5% increase	Wage Rate 1/09/2026 3.5% increase
Tradesman	\$955.85	\$1,022.76	\$1,038.10	\$1,074.43	\$1,112.04
BTL1	\$955.85	\$1,022.76	\$1,038.10	\$1,074.43	\$1,112.04

Apprentice Plumber

App Yr 1 40%	\$480.46	\$514.09	\$521.80	\$540.06	\$558.96
App Yr 2 55%	\$597.81	\$639.65	\$649.25	\$671.97	\$695.49
App Yr 3 75%	\$754.28	\$807.08	\$819.19	\$847.86	\$877.53
App Yr 4 90%	\$871.65	\$932.66	\$946.65	\$979.78	\$1,014.08
Adult Yr 1 75%	\$754.28	\$807.08	\$819.19	\$847.86	\$877.53
Adult Yr 2 80%	\$793.40	\$848.94	\$861.68	\$891.83	\$923.05
Adult Yr 3 84%	\$824.73	\$882.46	\$895.70	\$927.05	\$959.49
Adult Yr 4 90%	\$871.65	\$932.66	\$946.65	\$979.78	\$1,014.08

QLGIA (Stream A) Award State - Division 2 - Section 1

	Wage Rate 2/09/2022 3% increase	Wage Rate from in Principal Agreement 7% increase	Wage Rate 1/09/2024 1.5% increase	Wage Rate 1/09/2025 3.5% increase	Wage Rate 1/09/2026 3.5% increase
Level 1- Band 1	1,031.88	1,104.11	\$1,120.67	\$1,159.89	\$1,200.49
2	1,049.81	1,123.29	\$1,140.14	\$1,180.05	\$1,221.35
3	1,078.61	1,154.11	\$1,171.42	\$1,212.42	\$1,254.86
4	1,105.62	1,183.01	\$1,200.76	\$1,242.78	\$1,286.28
5	1,132.50	1,211.77	\$1,229.95	\$1,273.00	\$1,317.55
6	1,155.80	1,236.71	\$1,255.26	\$1,299.19	\$1,344.67
Level 2- Band 1	1,183.07	1,265.89	\$1,284.88	\$1,329.85	\$1,376.39
2	1,210.08	1,294.79	\$1,314.21	\$1,360.21	\$1,407.81
3	1,237.09	1,323.69	\$1,343.54	\$1,390.57	\$1,439.24
4	1,263.98	1,352.46	\$1,372.75	\$1,420.79	\$1,470.52
Level 3- Band 1	1,293.94	1,384.51	\$1,405.28	\$1,454.47	\$1,505.37
2	1,317.87	1,410.12	\$1,431.27	\$1,481.37	\$1,533.21
3	1,345.36	1,439.54	\$1,461.13	\$1,512.27	\$1,565.20
4	1,372.77	1,468.87	\$1,490.90	\$1,543.08	\$1,597.09
Level 4- Band 1	1,396.67	1,494.44	\$1,516.86	\$1,569.95	\$1,624.90
2	1,424.22	1,523.92	\$1,546.78	\$1,600.91	\$1,656.95
3	1,451.78	1,553.41	\$1,576.71	\$1,631.89	\$1,689.01
4	1,479.46	1,583.02	\$1,606.77	\$1,663.01	\$1,721.21

Level 5- Band 1	1,506.75	1,612.22	\$1,636.41	\$1,693.68	\$1,752.96
2	1,530.52	1,637.66	\$1,662.22	\$1,720.40	\$1,780.61
3	1,557.94	1,667.00	\$1,692.00	\$1,751.22	\$1,812.51
Level 6 - Band 1	1,603.78	1,716.04	\$1,741.78	\$1,802.74	\$1,865.84
2	1,649.60	1,765.07	\$1,791.55	\$1,854.25	\$1,919.15
3	1,695.44	1,814.12	\$1,841.33	\$1,905.78	\$1,972.48
Level 7 - Band 1	1,741.27	1,863.16	\$1,891.11	\$1,957.30	\$2,025.80
2	1,787.11	1,912.21	\$1,940.89	\$2,008.82	\$2,079.13
3	1,832.80	1,961.10	\$1,990.52	\$2,060.19	\$2,132.29
Level 8 - Band 1	1,887.91	2,020.07	\$2,050.37	\$2,122.13	\$2,196.41
2	1,942.76	2,078.76	\$2,109.94	\$2,183.78	\$2,260.22
3	1,997.86	2,137.71	\$2,169.78	\$2,245.72	\$2,324.32
4	2,049.70	2,193.18	\$2,226.07	\$2,303.99	\$2,384.63
5	2,101.02	2,248.09	\$2,281.81	\$2,361.67	\$2,444.33