

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Cook Shire Council - Certified Agreement 2009

Matter No. CA/2009/4

Commissioner Thompson

3 February 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 3 February 2009 the Commission certifies the following written agreement:

Cook Shire Council - Certified Agreement 2009 – CA/2009/4

Made between:

Cook Shire Council (ABN 45 425 085 688)

AND

Queensland Services, Industrial Union of Employees; and
The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch,
Union of Employees.

The agreement was certified by the Commission on 3 February 2009 and shall operate from 3 February 2009 until its nominal expiry on 2 February 2011.

This agreement cancels the following:

Cook Shire Council Certified Agreement 2001 (AG2001/6513).

By the Commission.

Commissioner Thompson

Attachment A

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Cook Shire Council
ABN 45 425 085 688

AND

Queensland Services, Industrial Union of Employees
ABN 13 540 483 194

AND

The Association of Professional Engineers, Scientists and Managers, Australia,
Queensland Branch, Union of Employees
ABN 99 589 872 974
(No. CA4 of 2008)

COOK SHIRE COUNCIL – CERTIFIED AGREEMENT 2008

APPLICATION FOR CERTIFICATION OF AGREEMENT

This Agreement, made under the *Industrial Relations Act 1999* on 14 January 2008 between Cook Shire Council, ABN 45 425 085 688, Queensland Services, Industrial Union of Employees ABN 13 540 483 194 and Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees ABN 99 589 872 974 witness that the parties mutually agree as follows:

TABLE OF CONTENTS

Subject Matter	Clause No.
PART 1 – PRELIMINARY	
Title.....	1.1
Agreement coverage	1.2
Date of operation	1.3
Review of certified agreement.....	1.4
Copy of agreement.....	1.5
Definitions/glossary of terms.....	1.6
Relationship to parent award	1.7
Enterprise bargaining committee	1.8
Consultation and communication	1.9
Background to the agreement	1.10
Objectives	1.11
PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT	
Grievance settlement procedure.....	2.1
Best practice	2.2
Productivity measurement	2.3
Productivity and efficiency initiatives	2.4
Drug and alcohol testing	2.5
Anti-discrimination and equal opportunity	2.6
Occupational health and safety	2.7
Employment security	2.8
Performance appraisals.....	2.9
Internal advertising of positions	2.10
Council’s corporate structure.....	2.11

PART 3 – WAGES AND ALLOWANCES

Wage increases	3.1
Schedule of wages	3.2
Working and payment of planned overtime.....	3.3
Camping/living away from home allowances.....	3.4

PART 4 – HOURS OF DUTY

Nineteen day month operational guidelines.....	4.1
Rostered day off.....	4.2
Office hours – administration building.....	4.3
Work hours	4.4
Meal breaks.....	4.5

PART 5 – STATUTORY HOLIDAYS, LEAVE

Authorised absences	5.1
Leave debits – sick leave, annual leave, etc.....	5.2
Sick leave on rostered day off.....	5.3
Sick leave payment.....	5.4
Leave without pay	5.5
Training and development study leave	5.6
Study leave/workshops/seminars/conferences.....	5.7
Cultural or religious leave	5.8
Military leave.....	5.9
Redundancy	5.10

PART 6 – MISCELLANEOUS PROVISIONS

No extra claims.....	6.1
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PART 1 – PRELIMINARY

1.1 Title

This Agreement shall be known as Cook Shire Council – Certified Agreement 2008.

1.2. Agreement coverage

This Agreement shall be binding upon Cook Shire Council ABN 45 425 085 655, Queensland Services, Industrial Union of Employees ABN 13 540 483 194 and The Association of Professional Engineers, Scientists and Managers Australia ABN 99 5898 729 74.

The agreement shall apply to the Council, the Queensland Services, Industrial Union of Employees, The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees and their members or persons eligible to be their members employed by the Council under any of the relevant Award.

1.3 Date of operation

This Agreement shall operate from the date of certification and remain in force for a period of two (2) years from that date.

1.4 Review of certified agreement

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

1.5 Copy of Agreement

All current employees will be given a copy of this agreement by this Council. Council will also provide all future employees with a copy of this agreement upon commencement of employment.

1.6 Definitions/glossary of terms

The following generic definitions apply in this agreement.

Award	The award as set out in Clause 1.7
Best Practice	To be the best in each area of Council activity. This incorporates the concept of improvement, performance measurement, bench marking, and team based approaches to problem solving.
Consultative Committee	A committee established for the purpose of joint consultation between management, employees and union representatives. The Consultative Committee meets regularly to advise on matters relating to improving the efficiency, productivity and competitiveness of the enterprise.
Enterprise Development Committee	Nominees from Queensland Services, Industrial Union of Employees and their members, The Association of Professional Engineers, Scientists and Managers Australia and their members, Cook Shire Council and its employees and management with a minimum team of three (3) employees with representatives of management.
Equal Employment	As prescribed in the Local Government Regulation 1995.
Productivity	Productivity is the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness. Productivity gains may be in a variety of forms, which may include: <ul style="list-style-type: none"> (a) the provision of the same level and quality of services at a lesser input. (b) the provision of a greater level of customer service at the same or lesser input. (c) the development of a capacity to provide increased services in those work units where growth is occurring. (d) updated technology. (e) an agreed combination of the above.
Rural Township	Within township boundaries of Ayton, Lakeland, Laura and Rossville.

1.7 Relationship to parent award

- (a) This agreement shall be read and interpreted in conjunction with the Queensland Local Government Officers' Award 1998 – State including amendments or variations, provided that where there is any inconsistency between the agreement and the Award, this agreement shall take precedence to the extent of that inconsistency. Except where expressly varied by this agreement, the terms and conditions provided in these Awards will apply for the life of this agreement.

In the event that the Queensland Local Government Officers' Award – State is varied following the certification or approval of this agreement, the parties agree that:

- any increase or improvement in the wages, entitlements or conditions of employment of employees will also be incorporated into this agreement; and
 - Any reduction or removal of wages, entitlement or conditions of employment will not apply to employees to whom this agreement applies.
- (b) **Introduction of Change** – Where the employer is contemplating the introduction of major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, it will notify and consult with the employees who may be affected and their union, and invite views and/or options in regard to the proposal.
- (c) **Significant Effects** – includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Following the consultation, the responsible manager will notify in writing the employee(s) and union(s), who may be affected by the proposed changes and the Consultative Committee.

The manager involved will also discuss with the employee(s) affected and the Consultative Committee, the introduction of the changes, the effects the changes are likely to have on employees, measures to ensure the adverse effects of such changes on employees are mitigated and will give prompt consideration to matters raised by the employee's relevant union and/or Consultative Committee.

The Employer will provide in writing to the employees concerned and the Consultative Committee, 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.

- (d) **Trade Union Training Leave** – Upon application, an officer shall be granted three (3) working days' leave on ordinary pay each calendar year non-cumulative, to attend courses and seminars conducted by the Australian Trade Union Training Authority, or the Queensland Services Union, provided the respondent is not involved in any other costs except for the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the officer.

The granting of such leave shall be subject to the respondent's convenience and will not unduly affect the operation of the respondent.

The scope, content and level of the course shall be such as to contribute to a better understanding of Industrial Relations.

- (e) **Positive employment relations**

- (i) **New Employees** – The Council will, upon engagement of a new employee, advise the employee of this agreement and where they can locate a copy of the agreement.

The Council will ensure that all new employees are formally introduced to the relevant union workplace delegate on commencement;

Full details of the relevant union workplace delegate will be made available in the employee handbook. New employees will receive information to this effect during their induction session;

Union workplace delegates will be invited to attend new employee induction sessions.

- (ii) **Workplace Delegates** - The Employer shall, upon engagement of a new employee, advise the employee of this agreement and where they can locate a copy of this agreement.

The Employer recognises the role that workplace union delegates play in promoting the understanding of industrial agreements, knowledge of industrial agreements (including awards and agreements) and dispute resolution. On being notified in writing by a union party to this agreement that an employee has been appointed as a workplace delegate, the employer will:

Recognise the employee as an accredited representative of the Union and allow him or her:

- reasonable time in working hours, without loss of pay, to perform the task required to effectively represent the union members in the workplace;
- reasonable private access to union members to discuss union business and to non-union members for recruitment purposes;
- reasonable access to the representatives of the employer for the purpose of resolving issues of concern to union members.

- (iii) **Facilities and Conditions** – The following facilities and conditions will be made available to Union workplace delegates and members of the Local Government Employment Group or any other employee involved in any consultative forum.

- Where-ever possible, meetings should occur in normal working time. When a meeting occurs outside normal working time the appropriate rate of pay will be paid. This includes the preparation for meetings, reporting back and travelling to and from attendance at meetings;
- Reasonable access to normal Council facilities such as typing, word processing, photocopying, postal system and telephone, storage facilities, email, notice boards and meeting rooms;
- Access to a room with normal office facilities will be provided to discuss employment matters;
- No employee will be disadvantaged as a result of activities conducted in accordance with this clause.

- (iv) **Workplace Delegates Leave** – A Union workplace delegate, or an employee nominated by the relevant union, shall be entitled to be paid leave of absence of up to five (5) days per person per annum to attend any of the following:
- Trade union training or specific union training courses approved by that union; and
 - The unions annual or biennial conference; and
 - The unions executive meetings; and
 - Biennial congress of the ACTU; and
 - To undertake a secondment to the relevant union.
- (v) **Right of Entry** – An authorised officer of the Union will have rights of access and entry to the premises of the Council for the following purposes:
- Meeting with workplace delegates; and
 - Meetings with members of staff; and
 - Meetings with relevant management team members on matters associated with agreement or current industrial workplace issues; and
 - To conduct union business matters or matters incidental to union business.
- (vi) **Meetings** - Employees will be entitled to reasonable time off with pay within working hours to attend meetings designed to improve employment relations with the employer, including union meetings.
- (vii) **Meeting Notices and Newsletters** – The Council will provide an accessible space within each work location for the posting of any relevant award and the agreement, and notices pertaining to employment relations within the workplace produced by the unions. The union workplace delegate will be provided with access to this space.

All employees, including trainees, commencing with the employer during the life of this agreement shall be employed in accordance with the terms of the agreement.

Variations to award allowances which occur during the life of this agreement and are not otherwise dealt with by this agreement, shall be applied to their terms.

Council is committed, during the life of this agreement and in its renegotiation, to bargain collectively with the parties to this agreement in respect of employees whose terms and conditions have traditionally been covered by the relevant parent award. Therefore, the Council agrees that individual employee agreements, including Australian Workplace Agreements made pursuant to the Industrial Relations Act 1999, will not be promoted or entered into during the life of this agreement.

1.8 Enterprise bargaining committee

As a practical vehicle to facilitate negotiations between the Queensland Services, Industrial Union of Employees, The Association of Engineers, Scientists and Manager Australia and management and to implement this agreement, an Enterprise Development Committee (“EDC”) has been established as per the definition.

1.9 Consultation and communication

To facilitate the implementation of this agreement and ongoing workplace reform, effective consultation and communication are essential. To this end, the Enterprise Development Committee shall be responsible for the role of co-ordinating the reforms set out in this agreement and ensuring effective communication between management, the Enterprise Development Committee, the employee work teams and the union. The parties are committed to a consultative process which aims to effect a change in the organisation’s culture through co-operation. Management will assist and support these processes.

1.10 Background to the agreement

The aim of this agreement is:

- (a) To improve productivity and efficiency within the Council;
- (b) To facilitate greater flexibility of working arrangements within the framework of this agreement;
- (c) To ensure continued Local Government reform, using a consultative approach;
- (d) To provide certainty, stability and equity in relation to overall pay increases and conditions for the period of operation of the agreement; and
- (e) To provide the time, resources, processes and people for the above to occur.

1.11 Objectives

This agreement facilitates a workplace that is responsive to a changing environment. Management and employees can then anticipate and react to pressures from the community, business and government sectors, thereby maximising efficiency and effectiveness. This process will include the following elements:

- (a) Implementation of workplace policies which provide greater flexibility in workplace practices and facilitate improved efficiency, productivity and quality of employment and provide rewards and recognition commensurate with these improvements;
- (b) Commitment to achieving continued productivity improvements and established performance indicators to ensure provision of a quality service to the community and the shire's customers;
- (c) Promote a harmonious and productive work environment through ongoing co-operation and consultation;
- (d) Commitment to maintaining a healthy and safe work environment;
- (e) Focus on competitiveness to ensure the Shire maintains a viable, effective and secure workforce;
- (f) Promote job satisfaction by enabling employees to gain and utilise a broad range of skills and access relevant training programmes so staff can achieve these objectives;
- (g) The parties will be committed to and co-operate with, the terms of this agreement to ensure its ongoing success.
- (h) No employee shall be disadvantaged in respect of the following as a result of implementation of this Enterprise Agreement.
 - (i) Employment security;
 - (ii) Salary and conditions of employment;
 - (iii) Career structure;
 - (iv) Occupational health and safety.

PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Grievance settlement procedure

- (a) Effective communication between employees and council management is a prerequisite to good industrial relations and the following procedure is set down in order that any grievances may be resolved quickly to maintain sound working relationships.
- (b) Any employee or employees with a grievance or complaint regarding any aspect of the employment will promptly raise the matter/s with the immediate supervisor who will endeavour to resolve the matter as soon as possible.
- (c) If the matter is not resolved at this level, the employee(s) shall discuss the matter(s) at issue with the next higher level of management and the employee(s) may elect to be represented by an authorised officer of the relevant Union(s).
- (d) Should the grievance remain unresolved, the matter should then be referred to the Chief Executive Officer and an authorised officer of the relevant Union(s) who will attempt to facilitate a resolution.
- (e) If after the above steps the matter remains unresolved, the dispute shall be referred to the Queensland Industrial Relations Commission for conciliation and if the matter remain unresolved arbitration.
- (f) While the above procedure is being followed, the status quo shall prevail and every endeavour shall be applied to ensure that work continues normally until settlement is reached.
- (g) All parties shall give due consideration to matters raised or any suggestion or recommendation made by the Queensland Industrial Relations Commission with a view to prompt settlement of the matter.
- (h) The above procedures do not restrict the Council or an authorised officer of the relevant Union(s) from making representations to each other at any stage in this procedures.

2.2 Best practice

The parties agree to a broad agenda arising to achieve “best practices” but not designed to undermine existing standards and conditions. This may include, but not be restricted to:

- (a) Development of jointly agreed strategic plans;
- (b) Negotiations of Equal Employment Opportunity Management Plans;
- (c) Introduction of training and skills development programs;
- (d) Addressing people management issues and occupational health and safety;
- (e) The optimum utilisation of capital equipment and new technology;
- (f) Development of quality assurance and continuous improvement programs;
- (g) A participative implementation of the Local Government Act and Regulations.

2.3 Productivity measurement

The parties recognise that improved service to the public and internal clients constitutes a productivity increase within Council.

Where possible the parties will aim to improve the quality, efficiency and accessibility of client services. The parties agree through consultative processes to explore the development of performance indicators. Performance indicators may include, but not be restricted to measures of:

- (a) Quality;
- (b) Throughput;
- (c) Timeliness;
- (d) Occupational health and safety;
- (e) Environmental effectiveness;
- (f) Level, distribution and appropriateness of training;
- (g) Employee participation;
- (h) Resource management.

The parties agree that the following principles will apply in the development of performance indicators:

- (a) Performance indicators will be developed jointly and agreed between the parties;
- (b) Performance indicators must take account of quality and service provision rather than purely cost considerations;
- (c) Performance indicators must be easily understood by the workforce;
- (d) Performance indicators must relate to measures directly affected by the management and workforce;
- (e) Performance indicators measure overall Council performance, not individual or team performance. They are not linked to processes dealing with the individual performance planning and review/performance, appraisal, or unsatisfactory work performance;
- (f) The performance indicators must be capable of being applied in a non discriminatory manner;
- (g) Such indicators are to be developed by the Enterprise Development Committee and approved by the Single Bargaining Unit;
- (h) Performance indicators will not be based on trade offs, short term cost cutting measures or simply the notion of savings being made through reductions of services to the community.

2.4 Productivity and efficiency initiatives

The Enterprise Development Committee, together with local or work area based Consultative Committees (where appropriate) will have an ongoing role under the agreement, particularly to assist Council in achieving an improvement in productivity and efficiency. The following list is a guide only and further items may be addressed in negotiations for this agreement.

- (a) Reduction in cause of absenteeism;
- (b) Improvements in workplace health and safety to reduce lost time through injury and the consequential cost of worker's compensation;
- (c) Reduction in lost time overall;
- (d) Improved quality assurance;
- (e) Review of waste management and reduction procedures;
- (f) Improve programme planning, where applicable;
- (g) Reduction in un-recovered hours;
- (h) Reduction in rework;
- (i) Minimisation of labour turnover;

- (j) Streamlining and improving information and communication between management and the workforce;
- (k) Addressing the functions that may be performed by teamwork;
- (l) Processing of paperwork;
- (m) Reduction in disputation;
- (n) Purchasing of equipment, material, etc.

2.5 Drug and alcohol testing

All employees will support random drug and alcohol testing of the workforce as a workplace health and safety measure. Reference is to be made to Council's Alcohol and other Drug Policy and Procedures.

2.6 Anti-discrimination and equal opportunity

All employees acknowledge that they are bound by Council's Anti-Discrimination and Equal Opportunity Policy.

2.7 Occupational health and safety

The parties are committed to achieving healthier and safer jobs through workplace changes aimed at improved efficiency and productivity. This will be accomplished by establishing a consultative approach to managing occupational health and safety issues which includes:

- (a) control of hazards at source;
- (b) reducing the incidence and costs of occupational injury and illness;
- (c) reviewing work and management practices affecting the inter-relationship between efficiency, productivity and health and safety; and
- (d) providing a rehabilitation system for workers affected by occupational injury and illness.

To this end, Council will introduce Standard Procedures required pursuant to the *Workplace Health and Safety Act 1995*. The following standard procedures have been adopted by Council:

- SP-1 Workplace Health and Safety Policy Statement
- SP-2 Management System Plan
- SP-3 Risk Management Policy Statement
- SP-4 Hazard Management
- SP-5 Risk Management
- SP-6 Risk Assessment and Control
- SP-7 Performance Measures
- SP-8 Leadership for Workplace Health and Safety
- SP-9 Resources for Workplace Health and Safety
- SP-10 Disciplinary Procedure
- SP-11 Provision of Information
- SP-12 Tool Box Talks
- SP-13 Consultation
- SP-14 Incident Investigation
- SP-15 Electrical Incident Reporting and Investigation
- SP-16 Compliance Control
- SP-17 Training and Competencies
- SP-18 Workplace Health and Safety Statistics Review
- SP-19 Workplace Health and Safety Auditing Review
- SP-20 Workplace Health and Safety Registrations Procedure
- SP-21 Emergency Procedures (Administration)
- SP-22 Emergency Procedures (Depot/Workshop)
- SP-23 First Aid Management Procedure
- SP-24 Infection Control – skin penetrating injuries
- SP-25 Purchasing and Supplier Controls – Workplace Health and Safety considerations
- SP-26 Workplace Health and Safety Inductions Procedure
- SP-27 Contractor Controls
- SP-28 Construction Workplace Plans Procedure
- SP-29 Amenities for Non-Construction and Construction Workplaces
- SP-30 Manual Handling Management
- SP-31 Noise Management Procedure
- SP-32 Hazardous Substance Management

SP-33	Personal Protection Equipment (PPE) Management
SP-34	Electrical Safety (General)
SP-35	Working near Powerlines
SP-36	Height Safety (General)
SP-37	Confined Space Safety
SP-38	Excavation and Trench Safety
SP-39	Hot Work
SP-40	Sun Safety
SP-41	Vibration Management
SP-42	Pressure Safety (General)
SP-43	Pressure Safety – Gas Cylinders
SP-44	Animal Control (Impounding Domestic Animals)
SP-45	Animal Control Pests and Wildlife
SP-46	Laser Safety
SP-47	Isolation Tagging and Lockout
SP-48	Office Safety
SP-49	Indoor Air Quality
SP-50	Lighting
SP-51	Machine Guarding Management
SP-52	Smoking in the Workplace
SP-53	Prevention of Workplace Harassment Policy Statement
SP-54	Prevention of Workplace Harassment Procedure

Council will continue to adopt standard procedures as required. All employees will be bound by these standard procedures.

This clause applies in addition to the provision of the *Workplace Health and Safety Act 1995*.

2.8 Employment security

The parties agree that the implementation of productivity and efficiency initiatives should enhance the operations of the Council. It is agreed that improvements in productivity and efficiency sought under this Agreement will not be achieved through job reduction.

The parties committed to continually improving the job security of employees by:

- (a) training and educating employees and providing retraining where appropriate;
- (b) career development and equal opportunity;
- (c) using natural attrition and relocation after consultation in preference to retrenchment or redundancy;
- (d) timely advice to the parties and employees about any significant relocation of labour;
- (e) The Council continuing to manage its workforce in order to minimise the need for involuntary labour reductions in the future;
- (f) The Council, wherever possible, will not disadvantage existing staff by minimising the amount of work performed by contractors and sub-contractors, and only letting work out to contract after consultation with and the agreement of the parties.

2.9 Performance appraisals

Council will continue to implement a performance appraisal structure for staff. A review of classification of job descriptions shall be done by Supervisors every twelve (12) months.

2.10 Internal advertising of positions

Advertising of positions within Council should be done internally, where appropriate, prior to advertising externally.

2.11 Council's corporate structure

All employees will actively participate in a review of Council's Corporate Structure.

PART 3 – WAGES AND ALLOWANCES

3.1 Wage increases

In consideration of the commitment of all parties to this agreement to improve productivity, efficiency and flexibility of all operations within Cook Shire Council, the following wage increases based on full-time employment are to apply under this agreement.

A 5% wage increase for 2008 at the date of signing this agreement, then 17% above the award will be maintained plus safety net payments for the life of this agreement.

3.2 Schedule of wages

Level	Current (12% above Award)	As of 18 th September 2008 (17% above Award)
Level 1.1	35,831.04	37,430.64
Level 1.2	36,405.60	38,030.85
Level 1.3	37,325.12	38,991.42
Level 1.4	38,186.40	39,891.15
Level 1.5	39,047.68	40,790.88
Level 1.6	39,791.36	41,567.76
Level 2.1	40,663.84	42,479.19
Level 2.2	41,525.12	43,378.92
Level 2.3	42,386.40	44,278.65
Level 2.4	42,959.84	44,877.69
Level 3.1	43,820.00	45,776.25
Level 3.2	44,371.04	46,351.89
Level 3.3	45,232.32	47,251.62
Level 3.4	46,093.60	48,151.35
Level 4.1	46,953.76	49,049.91
Level 4.2	47,815.04	49,949.64
Level 4.3	48,559.84	50,727.69
Level 4.4	49,421.12	51,627.42
Level 5.1	50,281.28	52,525.98
Level 5.2	51,026.08	53,304.03
Level 5.3	51,887.36	54,203.76
Level 6.1	53,322.08	55,702.53
Level 6.2	54,756.80	57,201.30
Level 6.3	56,192.64	58,701.24
Level 7.1	57,627.36	60,200.01
Level 7.2	59,062.08	61,698.78
Level 7.3	60,496.80	63,197.55
Level 8.1	62,219.36	64,997.01
Level 8.2	63,940.80	66,795.30
Level 8.3	65,663.36	68,594.76
Level 8.4	67,279.52	70,283.07
Level 8.5	68,895.68	71,971.38

3.3 Working and payment of planned overtime

- (a) The employee may choose to have overtime paid or banked as TOIL. (TOIL accrued will be either taken or paid out at the applicable overtime rate, however, alternate arrangements for TOIL may be agreed to in a local work area agreement;
- (b) Travel undertaken in overtime will be paid at a maximum time x 1.5 subject to prior approval by the Divisional Manager;
- (c) All overtime and TOIL must be approved by the employee's supervisor;
- (d) All overtime is to be paid as per the Award rate excluding Clause 3.3 (b);
- (e) The parties agree that the maximum amount of TOIL to be accumulated will be 100 hours.

3.4 Camping/living away from home allowances

- (a) Camping allowance – employees will receive \$75.00 per night;
- (b) If camping at Coen Airport/Coen Compound or Depot/Ayton Compound employees will receive \$50.00 per night;
- (c) If employees are required to work away where accommodation is available Council is to arrange and meet cost of such accommodation, meals and transport;

- (d) If employees are required to work outside the Shire, Council is to arrange and meet the cost of accommodation, meals and transport plus \$10.00 per night for incidental expenses;
- (e) Employees engaged on the annual shire tour will not receive any allowances for camping out, however, Council will supply all meals and accommodation, plus \$10.00 per day for incidental expenses.

PART 4 – HOURS OF WORK

4.1 Nineteen day month operational guidelines

This section will apply to all staff except those listed below:

- (a) Works Supervisors;
- (b) Foremen;
- (c) Surveyor;
- (d) Senior Technical Officer;
- (e) Water Officer.

Those positions listed above are to operate on a 9 day fortnight basis in line with outdoor staff.

4.2 Rostered day off

- (a) The Rostered Day Off (RDO) shall be taken on any day Monday to Friday and shall be determined by the Supervising Officer after consultation with the officer or officers concerned in each section and/or department;
- (b) Once a RDO has been determined it shall not be changed by an officer, except with the agreement of the Supervising Officer concerned;
- (c) In circumstances where an officer believes he/she has a grievance regarding the allocation of a RDO such grievance shall be raised in accordance with the Grievance Settlement Procedure.

It is expected that RDO's will be taken as they fall due, but with the agreement of Management the one day RDO will be allowed to accumulate to a maximum of three (3) days to be taken at the same time.

If Council requires an employee to work on an RDO that employee will not be disadvantaged.

Provided that key employees engaged in budget preparations will not take an RDO during May June and July of each year.

4.3 Office hours – administration building

The Administration building office shall be able to be opened to the public during the hours of 8.00 am and 5.00 pm each day Monday to Friday.

Each section and/or department will provide appropriate staffing during that opening period Monday to Friday.

4.4 Work hours

Those officers who work 361/4 hours each week shall be required to work seven (7) hours and forty-five (45) minutes each day, ie. one hundred and forty-five (145) hours over nineteen (19) working days.

Special circumstances and operational requirements may arise where alterations to the arrangements outlined above of this clause may be negotiated by an officer or officers concerned with the appropriate supervising officer.

4.5 Meal breaks

All officers are required to take a meal break after five hours of work.

Meal breaks shall be a minimum of thirty (30) minutes, but forty-five (45) minutes or one (1) hour are the preferred options except in those areas where officers work with other Council employees who already have a thirty minute meal break.

PART 5 – STATUTORY HOLIDAYS, LEAVE

5.1 Authorised absences

An officer required to leave work for a particular reason may do so with the approval of the Supervising Officer concerned. All time involved in such absence shall be "made up" at times approved by the Supervising Officer. No deduction in pay shall occur in such circumstances.

5.2 Leave debits – sick leave, annual leave, etc

All officers will be debited the actual hours they would have worked on the particular day OR days concerned thereby maintaining the nineteen (19) day month accrual concept at all times.

5.3 Sick leave on rostered day off

Officers who become sick on their Rostered Day Off shall not be entitled to claim sick leave on such occasions as the Rostered Day Off shall be treated as a Saturday or Sunday in such circumstances.

5.4 Sick leave payout

Council will provide a bonus payment equivalent of up to three (3) ordinary hour days to any employee who does not take more than three (3) days sick leave for which a medical certificate has not been provided. The bonus will be reduced by one (1) day for every uncertified sick leave day taken.

Example – if any employee has one (1) day sick leave during the year without a medical certificate he/she will only receive two (2) days bonus, if the employee has two (2) days sick leave during the year without a medical certificate he/she will receive only one (1) days bonus, if the employee has three (3) or more days sick leave during the year without a medical certificate he/she will receive no bonus. Sick leave for which a medical certificate is provided will not affect the bonus.

For calculation purposes the sick leave year shall be deemed to date from the first pay period in July to the last pay period in June of each year.

5.5 Leave without pay

Leave without pay for special circumstances will be available to all employees at the discretion of the Chief Executive Officer and such leave will not constitute a break in the continuity of service of the employee.

5.6 Training and development study leave

The parties recognise that in order to increase the efficiency and productivity of the Council a significant commitment to structured training and skill development is required. Accordingly, the Council commits itself to:

- (a) developing a more highly skilled and flexible workforce; and
- (b) providing employees with career opportunities through appropriate structured training based on relevant nationally recognised accredited competencies and curriculum;
- (c) Carrying out annual staff appraisals and consultation.

A training and development program shall be developed to embrace multi-skilling and teamwork in consultation with the enterprise development committee, to improve efficiency and gain a better appreciation of the overall operation.

Where possible, training and skill development is to be carried out in normal working hours. No employee shall be disadvantaged.

Council agrees to the following conditions for employees when appropriate to attend courses, lectures and other agreed activities which:

- (a) satisfy organisational development needs;
- (b) are directly related to employees work areas;
- (c) provide skills appropriate to employees career paths;
- (d) are required to provide professional trade credentials.

5.7 Study leave/workshops/seminars/conferences

This clause is to be read in conjunction with Clause 28 of the Queensland Local Government Officers' Award 1998.

In Cooktown – where study is undertaken or attendance required at Council's request outside normal working hours with Council approval:

- (a) Where the course is directly related to the employee's position, Council will pay all fees and grant equivalent time off at single time rate as approved by the Chief Executive Officer;
- (b) Where the course has no direct bearing on an employee's position but will provide some benefit to Council then Council will pay all fees.

Outside Cooktown – where study is undertaken or attendance required at Council's request outside normal working hours Council to pay all fees, accommodation, meals and transport plus \$10.00 per night for incidental expenses and grant equivalent time off at single time rate as approved by the Chief Executive Officer.

Staff based outside Cooktown attending training in Cooktown as in (b) above.

Travelling Time

If travelling is undertaken outside normal working hours, time off in lieu will be accrued at the equivalent single time rates to a maximum as approved by the Chief Executive Officer.

5.8 Cultural or religious leave

The parties agree that there is a growing recognition of the cultural differences in the multicultural workplace.

Recognising that cultural diversity enhances the workplace and aids equal opportunity and anti discrimination goals of the Council being met the parties agree that:

- (a) An employee shall be given reasonable opportunity to practice the spiritual and cultural requirements of their culture;
- (b) Where this involves time away from work the employee may take annual leave, or accumulated rostered days off;
- (c) Any dispute about leave to meet cultural, spiritual or religious needs shall be referred to a dispute committee, which will comprise two (2) employer representatives and two (2) employee representatives. If it is not resolved here, it will be referred to the relevant Industrial Relations Commission for conciliation in the first instance and, if required, arbitration.

The employee shall be entitled to be represented by another person whom they choose. The representative shall not lose wages or any other benefits by representing the other person.

5.9 Military leave

Ten (10) days military leave per year. Council will make up any shortfall between Army and Council wages.

5.10 Redundancy

As per Queensland Local Government Officers' Award 1998 with the following modification to Clause 32.3 for severance pay:

Period of continuous service	Severance pay
1 year or less	Nil
1 years and up to the completion of 2 years	6 weeks
2 years and up to the completion of 3 years	8 weeks
3 years and up to the completion of 4 years	9 weeks
4 years and up to the completion of 5 years	10 weeks
5 years and up to the completion of 6 years	12 weeks
6 years and up to the completion of 7 years	13 weeks
7 years and up to the completion of 8 years	14 weeks
8 years and up to the completion of 9 years	15 weeks
9 years and up to the completion of 10 years	17 weeks
10 years and up to the completion of 11 years	18 weeks
11 years and up to the completion of 12 years	19 weeks
More than 12 weeks	20 weeks

PART 6 – MISCELLANEOUS PROVISIONS

6.1 No extra claims

The parties of this Agreement agree that during the life of this agreement, no extra claims will be made for further wage or salary increase, except where consistent with an overriding Wage Case Decision or any other decision of the Queensland Industrial Relations Commission.

Signed for and on behalf of	}
Cook Shire Council	}Stephen Wilton
ABN 45 425 085 688	}
In the presence of –	Bob Norris

Signed for and on behalf of	}
Queensland Services	}
Industrial Union of Employees	}David Smith
ABN 13 540 483 194	}
In the presence of –	Jenny Earl

Signed for and on behalf of	}
The Association of Professional	}
Engineers, Scientists and Managers,	}
Australia, Queensland Branch,	}
Union of Employees	}Neil Henderson
ABN 99 589 872 974	}
In the presence of –	M. Schmidt

This Agreement is certified under chapter 6, part 1 of the Act.