

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Cook Shire Council

AND

Automotive, Metals, Engineering, Printing and Kindred Industries
Industrial Union of Employees, Queensland

Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland

Plumbers & Gasfitters Employees' Union Queensland, Union of Employees

The Australian Workers' Union of Employees, Queensland

(Matter No. CB/2018/175)

COOK SHIRE COUNCIL - OUTDOOR CERTIFIED AGREEMENT 2018

Certificate of Approval

On 30 November 2018 the Commission certified the attached written agreement (as amended) in accordance with section 193 of the *Industrial Relations Act 2016*:

Name of Agreement: *Cook Shire Council - Outdoor Certified Agreement 2018*

Parties to the Agreement:

- Cook Shire Council;
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees; and
- The Australian Workers' Union of Employees, Queensland;

Operative Date: 30 November 2018

Nominal Expiry Date: 30 November 2021

Previous Agreement: *Cook Shire Council Certified Agreement - CA/2011/24*

**Termination Date of
Previous Agreement:** 30 November 2018

By the Commission

THOMPSON IC
4 December 2018

**COOK SHIRE COUNCIL
OUTDOOR CERTIFIED AGREEMENT 2018**

COOK SHIRE COUNCIL – OUTDOOR CERTIFIED AGREEMENT 2018

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PART 1 – PRELIMINARY

1. Title

This Agreement shall be known as Cook Shire Council – Outdoor Certified Agreement 2018.
Agreement coverage

This Agreement covers all Cook Shire Council employees employed in classifications contained in the classifications listed Part 3 of this Certified Agreement

1.2 Parties to Agreement

The Parties to this agreement will be the Cook Shire Council (Council) and the employee organisations that represent, or will be entitled to represent any employees who are, or are entitled to be, members of the organisations as listed below”

AWU	The Australian Workers’ Union of Employees, Queensland
CFMEU	Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
PGEU	Plumbers & Gasfitters Employees’ Union Queensland, Union of Employees
AMEPKIU	Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland

1.3 Date of operation

This Agreement shall operate from the date of certification by the Queensland Industrial Relations Commission and remain in force for a period of three (3) years from that date.

1.4 Review of certified agreement

Any party to this agreement may propose renegotiation of this agreement within six months prior to this Agreement’s nominal expiry date with an aim to finalise the replacement agreement prior to this agreement reaching the nominal expiry date.

1.5 Posting of agreement

A true copy of this Agreement shall be displayed in the workplace with convenient access to employees. Employees may request to be provided with a copy of this Agreement.

1.6 Relationship to parent award

This Agreement shall be read and applied wholly in conjunction with the terms of the following Awards: -
Queensland Local Government Industry (Stream B) Award - State 2017
Queensland Local Government Industry (Stream C) Award - State 2017

Where the terms “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.

1.7 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;

The parties will be committed to and co-operate with, the terms of this agreement to ensure its ongoing success.

1.8 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

1.9 Joint Consultative Committee

It is agreed that the Joint Consultative Committee (JCC) as established will continue to meet as deemed necessary by the JCC subject to there being at least one meeting 3 times per year, unless otherwise agreed by the JCC.

The JCC will be made up of Management Representatives as determined by Council's Chief Executive Officer, plus recognised workplace delegates and Officials of Unions who are party to this Agreement, plus workplace representatives from nominated workplaces which are at least reflective of the representation of the work areas representatives who participated in negotiating this Agreement.

There is no limit to the number of people whom the JCC can invite to any meeting.

The JCC is a consultative forum not a decision making forum.

It is agreed that the JCC will have a broad Charter which can include any topic relevant to the employment and workplace issues

1.10 Consultation and Workplace Change Notification

Where Council is considering the introduction of major 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 the relevant Union in writing and commence discussions. Council to notify change as soon as practicable after a major change is proposed, and prior to any decision being made, Council will notify each affected employee, and the relevant union, of the proposed major change.

"Significant effects" include termination of employment, major changes in the composition, operation or size of Councils' workforce or in the skills required; the elimination or diminishing of job opportunities, promotion 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. Council shall discuss with the employees affected and the relevant Union "inter-alia", the introduction of the changes referred to in clauses 1.10.1 & 1.10.2 hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees.
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.
3. The discussions shall commence as early as practicable when the changes referred to in clause 1.10 hereof are proposed.
4. For the purposes of such discussion, Council shall provide in writing to the employees concerned and the relevant Union 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 inimical to Council's interests.
5. During this period, Council will assess whether there will be redundancies, and if so, any redeployment options as a result of the workplace change.
6. 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 mitigate the effects on each affected employee.

PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Dispute Settlement and Resolution Procedure

Effective communication between employees and management is a prerequisite to good industrial relations and the following procedure is set down in order that any dispute may be resolved quickly to maintain efficient and sound working relationships.

In the event of any dispute/grievance arising between Council and its employee(s) in relation to this Agreement or any employment related matter, the following procedures shall be applied:

Step 1

Any employee/s with a dispute/grievance will promptly raise the matter/s with the immediate supervisor who will endeavour to resolve the matter as soon as possible. The employee/s may request union representation or a nominated support person.

Step 2

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. The employee/s may request union representation or a nominated support person.

Step 3

Should the matter remain unresolved, it should then be referred to the CEO/Management Representative who will attempt to facilitate a resolution with the employee/s. The employee/s may request Union representation or a nominated support person.

The timelines for the three steps above will occur in the same timeframes as specified in the relevant parent award.

If after the above steps the matter remains unresolved, the dispute may be referred by either party to the Commission for conciliation and if it remains unresolved either party may utilise the Commission's arbitration provisions, subject to the Commission having jurisdiction to deal with the matter. The parties agree that any arbitrated decision by the Commission will be binding on all parties to the dispute, subject to the parties' rights of appeal under the relevant legislation.

Whilst the dispute procedure is being followed, the continuation of work and customary work practices (status quo) shall prevail until such time as a settlement is reached, except where a bona fide Workplace Health and Safety issue is involved.

Where a bona fide Workplace Health and Safety issue is involved, an employee shall not work in an unsafe environment. Where appropriate, the employee shall accept reassignment to alternative suitable duties or an alternative work environment whilst a resolution to the dispute is pending.

The above procedures do not restrict the Council or an authorised officer of the relevant Union from making representations to each other at any stage in this procedure.

2.2 Best practice

The parties agree that Council will strive to be a best practice organisation. This will be reflected by a positive shift in culture, a change in the responsibilities and improved flexible management. In order to become a best practice organisation there is also a commitment to continuous improvement through training/learning, with a highly skilled and flexible workforce and recognition of the value of all people in the organisation.

Part of the achievement of best practice will include the use of performance appraisal/development systems, performance measurement and benchmarking.

Best practice is understood to include the following:

- The best way of doing things.
- Methods of operation which achieve exemplary levels of performance.
- Is not fixed and requires constant change and adapting to new demands.
- Is not restricted to an examination of costs quality and timeliness of delivery.

2.3 Workplace specific agreements

Where the circumstances require and where management and the majority of affected employees agree, workplace specific agreements may be established to deal with circumstances relating to the effective and efficient operation of the workplace. This includes the ability to negotiate with staff to incorporate standard allowances into an annualised wage.

The process for developing workplace specific agreement will be as follows:

- a) All employees who will be required to work in accordance with the workplace specific agreement will be consulted and be given the opportunity to vote.
- b) Employees may elect to be represented during the consultation process by their Union representative or other person appointed by them.
- c) Employees affected will be given a copy of the final draft agreement no less than 2 full working days prior to being asked to vote on the proposal.
- d) Where 75% of the employees who register a vote on the proposal agree to the changes to the workplace specific agreement may be implemented.
- e) All new employees will be given a copy of the agreement prior to commencement. This agreement will form part of their conditions of employment.

Where an employee can show genuine reasons why they are not able to participate in work arrangements covered by a workplace specific agreement then they may raise this with Council management and genuine consideration will be given to the employee's circumstances. This may include the employee being redeployed to another role within Council. If redeployment occurs, then the employee will accept the terms of employment and conditions for the position into which they are redeployed.

2.4 Drug and alcohol testing

All employees will support random drug and alcohol testing of the workforce as a workplace health and safety measure.

2.5 Anti-discrimination and equal employment opportunity

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

2.6 Job 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 are 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;

2.7 Core Roles and Temporary Employment

Council seeks to maintain a core workforce and engage employees generally on a permanent basis. Where circumstances are not appropriate to engage employees on a permanent basis they may be engaged on a temporary basis consistent with the principles outlined in this clause.

Temporary employees will be advised by Council at the time of engagement that they are engaged on a temporary basis and the start and anticipated completion date of their appointment.

Temporary employees engaged for 12 months or more will have their temporary employment reviewed to consider if temporary employment remains applicable. Examples where temporary employment may be used include:

- a) extended leave (i.e. parental/sick/study)
- b) grant/project funding where it is expected work will end
- c) natural disaster relief projects

This clause does not prevent the use of casual employees.

2.8 Redundancy

Should Council be considering a change that may lead to redundancies then the provisions of this clause will be implemented to mitigate the potential impact of these changes on employees.

The requirements of section 10 of division 1 of the relevant award/s will be applied in addition to the provisions of this clause.

Consultation will occur with employees and Unions in accordance with the processes established in Clause 1.10 Consultation in this Agreement. These consultations will cover the reasons for the proposed changes and measures to avoid or minimise redundancies and their adverse effects on the employee/s concerned. This will include consideration into vacancies which exist into which impacted employees may be placed in lieu of termination.

Should it be deemed that redundancies are unavoidable then where possible voluntary redundancies will be offered in the first instance prior to involuntary redundancies being offered. Voluntary redundancy requests from employees will be assessed firstly from employees in effected roles and work areas and thereafter from employees in other work areas who could exchange roles with the impacted employee/s with reasonable training requirements and impact on continuity of operations or budget.

Employees who are in roles effected by the proposed changes undertake to accept transfers to any identified vacant operational roles or as an outcome of a voluntary redundancy process which is within the scope of their skills, training and capabilities.

If following the assessment of vacant roles and offering of voluntary redundancies employees effected by the changes are not able to be placed into funded roles within the organisational structure, then involuntary redundancies may be offered by Council.

In the event that Council is not in a position to offer voluntary redundancies the Consultation clause will be applied.

2.9 Union Related Matters

This Agreement recognises the employees' right to be represented by the industrial organisations party to this Agreement and by their Accredited Union Representatives.

2.10 Union Official Right of Entry

Council will allow reasonable access to its employees during normal working hours by an official of a Union that is party to this Agreement, provided such access does not disrupt the work activities of Council employees and wherever possible reasonable notice will be given to the CEO/Management Representative for the following purposes:

- a) Meeting with workplace delegates;
- b) Meeting with employees;
- c) Meeting with relevant management members on matters associated with the Agreement or current industrial workplace issues; or
- d) To conduct union business matters or matters incidental to union business including Workplace Health and Safety.

2.11 New Employees

Council will provide all new employees Access to the Agreement (as per clause 1.5);

2.12 Union Delegate Training Leave

A Union Delegate or prospective delegate with the approval of the Union and Council shall be granted up to five (5) days leave with pay each calendar year for the purposes of attending approved union training, courses/seminars, which are designed to promote good industrial relations and industrial efficiency in the workplace.

It is agreed that a maximum of two (2) members of each Union can access leave in any year.

Application for this leave must be made at least 1 month prior to the leave commencing.

Employees who access this leave will be paid the ordinary hours of pay only during the period of leave. Council will not incur or be responsible for any additional travel or other costs associated with the employee's attendance at the training.

Where training exceeds the agreed 5 days paid leave in a calendar year Delegates may apply to the Council CEO for additional unpaid or access other accrued leave entitlements in addition to the 5 days paid above. Applications for this additional leave will not be unreasonably withheld.

2.13 Union Delegate Support

A person elected or appointed as a Union Delegate shall, upon notification to Council from the relevant Union be recognised as the accredited representative of the Union.

Delegates may use available telecommunications and computer facilities provided there is no impact on Council operational requirements or additional costs to Council. At all times the use of this equipment will be in accordance with relevant Council policy and the Code of Conduct.

The Union Delegate will be provided with a notice board or portion of a notice board in each Council office or depot for the display of Union notices. Notices displayed must be in accordance with Council policy and the Code of Conduct.

2.14 Payroll Deductions of Union Fees

Council will facilitate the deduction of union fees from wages and remit these to the relevant Unions in accordance with requests made by individual employees

2.15 Recognition and Development

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

Should an employee makes a formal request for reclassification of their role then reasonable consideration will be given of this request and a decision on this request will be provided within 14 days.

Where an employee has made a request for reclassification and the reclassification is approved then the employee will be back paid to the date of the request.

2.16 Internal Advertising

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

PART 3 – WAGES AND ALLOWANCES

3.1 Wage increases

Upon certification of this agreement an increase of 2.0% backdated to the first full pay after 1 July 2017

A further pay increase of 2.0% from the first full pay period following 1 July 2018 or CPI whichever is greater

A further pay increase of 2.25% from the first full pay period following 1 July 2019 or CPI whichever is greater

A further pay increase of 2.25% from the first full pay period following 1 July 2020 or CPI whichever is greater

3.2 Schedule of Wages

Classification	Wage Rate from 1/9/16	Weekly Rate Effective first full pay period after 1 September 2017 (2.0%)	Weekly Rate Effective first full pay period after 1 July 2018 (2.0%)	Weekly Rate Effective first full pay period after 1 July 2019 (2.25%)	Weekly Rate Effective first full pay period after 1 July 2020 (2.25%)
LGIA Stream C - Division 2 - Section 2					
C14	\$887.67	\$905.42	\$923.53	\$944.31	\$965.56
C13	\$909.09	\$927.27	\$945.82	\$967.10	\$988.86
C12	\$938.07	\$956.83	\$975.97	\$997.93	\$1,020.38
C11	\$965.16	\$984.46	\$1,004.15	\$1,026.75	\$1,049.85
C10	\$1,014.30	\$1,034.59	\$1,055.28	\$1,079.02	\$1,103.30
C9	\$1,045.17	\$1,066.07	\$1,087.39	\$1,111.86	\$1,136.88
C8	\$1,076.04	\$1,097.56	\$1,119.51	\$1,144.70	\$1,170.46
C7	\$1,104.39	\$1,126.48	\$1,149.01	\$1,174.86	\$1,201.29
C6	\$1,166.13	\$1,189.45	\$1,213.24	\$1,240.54	\$1,268.45
C5	\$1,197.00	\$1,220.94	\$1,245.36	\$1,273.37	\$1,302.03
C4	\$1,228.50	\$1,253.07	\$1,278.13	\$1,306.89	\$1,336.29
C3	\$1,290.24	\$1,316.04	\$1,342.37	\$1,372.57	\$1,403.45
C2(a)	\$1,321.11	\$1,347.53	\$1,374.48	\$1,405.41	\$1,437.03
C2(b)	\$1,377.18	\$1,404.72	\$1,432.82	\$1,465.06	\$1,498.02
LGIA Stream C - Division 2 - Section 1					
BT1	\$1,014.30	\$1,034.59	\$1,055.28	\$1,079.02	\$1,103.30
BT2	\$1,045.17	\$1,066.07	\$1,087.39	\$1,111.86	\$1,136.88
BT3	\$1,076.04	\$1,097.56	\$1,119.51	\$1,144.70	\$1,170.46
LGIA Stream B - Division 2 - Section 5					
Level 1a	\$939.33	\$958.12	\$977.28	\$999.27	\$1,021.75
Level 1b	\$951.43	\$970.46	\$989.87	\$1,012.14	\$1,034.91
Level 2	\$966.42	\$985.75	\$1,005.46	\$1,028.09	\$1,051.22
Level 3	\$979.02	\$998.60	\$1,018.57	\$1,041.49	\$1,064.92
Level 4	\$993.51	\$1,013.38	\$1,033.65	\$1,056.90	\$1,080.69
Level 5	\$1,014.30	\$1,034.59	\$1,055.28	\$1,079.02	\$1,103.30
Level 6	\$1,045.17	\$1,066.07	\$1,087.39	\$1,111.86	\$1,136.88
Level 7	\$1,076.04	\$1,097.56	\$1,119.51	\$1,144.70	\$1,170.46

Level 8	\$1,104.39	\$1,126.48	\$1,149.01	\$1,174.86	\$1,201.29
Level 9	\$1,135.26	\$1,157.97	\$1,181.12	\$1,207.70	\$1,234.87

3.3 Camping/living away from home allowances Agreed

If employees are required to work away, and are unable to stay at their normal place of residence, and where accommodation is available then Council is to arrange and meet cost of such accommodation, meals, water and transport.

- a) Where Council is unable to supply award conditions for accommodation, a camping allowance of \$130 (for the life of the agreement) per night will be paid in lieu of the camping allowance specified in any Award Schedule or Section or allowances contained in sub clause C of this clause. For planned major construction activities covering extended periods of time then Council to supply tents, water, refrigeration and electricity.
- b) In all other cases and for short periods or in emergent circumstances such as due to weather events employees will arrange for their own camp or board and accommodation. To be clear in all cases employees in receipt of this allowance will be responsible for the provision of all meals and food. This allowance will be indexed annually to positive movements in the consumer price index (Brisbane) rounded to the nearest dollar, the index does not apply to camp allowance as per sub section (a) of this clause.

Bonuses for extended rosters will be paid as a one off allowance per annum as follows:

16/5 Roster - \$225.00 per year payable by written claim at the time of first roster per financial year.

21/7 Roster - \$375.00 per year payable by written claim at the time of first roster per financial year.

- a) If employees are required to work away, and are unable to stay at their normal place of residence, and Council has arranged to meet the cost of accommodation, meals and transport, employees are eligible for \$17.00 per night for incidental expenses. This allowance will be indexed annually to positive movements in the consumer price index (Brisbane) rounded to the nearest dollar, the index does not apply to camp allowance as per sub section (a) of this clause.
- b) Employees engaged on the annual shire tour will not receive any allowances for camping out, however, Council will supply all meals and accommodation, plus \$17.00 per day for incidental expenses. This allowance will be indexed annually to positive movements in the consumer price index (Brisbane) rounded to the nearest dollar, the index does not apply to camp allowance as per sub section (a) of this clause.

3.4 Allowances

All award allowances will be paid to employees during the life of this Agreement for the classification in which each employee is employed except as specifically provided elsewhere in this Agreement. The allowance will be paid at the rates specified in the relevant parent award and any increases made to these award allowances as determined by the QIRC will be paid to employees.

The following additional or variations to award allowances will be paid under this agreement:

- (a) A general allowance of \$7.75 per week.
- (b) A tool allowance of \$21.25 per week for workers having to use their own tools. This allowance will be increased by the percentage pay increases in Clause 3.1 of this Agreement from and after 1 July 2018
- (c) A living allowance of \$20.60 per week.
- (d) \$15.90 per week for the driver of the Council rubbish utility. An allowance of \$2.62 per hour is payable to standby operations when needed. Staff attending to rubbish bins at other locations will

be paid \$2.30 per hour whilst actually employed in emptying bins or travelling. The hourly allowance is payable to a maximum of \$15.00 per week.

- (e) A dead animal allowance of \$15.90 per week to a nominated staff member for removal of dead animals.
- (f) An allowance of \$40.00 per day will be paid for the life of this Agreement to those employees who are required to be on-call in addition to the following:
 - a. If an employee is required to leave home while in receipt of a call out allowance to perform emergency work, all work performed on that day shall be paid at the prescribed overtime rates from the time of leaving home to commence work until the time the employee returns home, with a minimum payment of 3 hours. Any subsequent requirement to perform work away from home which occurs within the initial three hour time period, and which does not extend beyond the three hour time period, will not be subject to an additional minimum payment of 3 hours.
 - b. If the employee is called upon to perform emergency work remotely or from home, all work performed will be paid at ordinary rates with a 30 minute minimum payment on each occasion. Another minimum payment will not be made for any subsequent calls in that 30 minute period.
 - c. If a second employee is called out to assist with the work then clause 3.4 (f) (a.) will apply.

Award entitlements to water and sewer crews.

The allowances in 3.4 (a) to 3.4 (c) to be paid to employees whilst on annual leave.

3.5 Productivity and Efficiency

Measures to achieve gains in productivity and efficiency

This Agreement takes into account the recognition of work practices that achieve productivity for Council and the conditions that workers are required to work under, to achieve that productivity:

The maintenance crew and bridge crew are willing to work with the current camping arrangement, ie:

- basic camp supplied, inclusive of a tent for each person, generator and fuel sufficient to run the camp, refrigeration as required, stove and gas. The amount of time that these crews are required to spend away from home and family is acknowledged.

The parks and gardens crew and their commitment to working on public holidays, special occasions and an alternate roster system is acknowledged.

Water and sewerage crew and their commitment to an alternate roster system and being on call is acknowledged.

3.6 Classification definitions and skill based career paths

- Provisions of Clause 5.4 of the Queensland Local Government Industry Award – State – 2017 Division 2 – Section 1 -Engineering and Electrical/Electronic Services will form part of this Agreement.
- Training Award State 2012 and Order – Apprentices and Trainee Wages and Conditions (Excluding Certain Queensland Government Entities) 2003

PART 4 – HOURS OF WORK

4.1 Meal and Tea Breaks

In recognition that productivity can be adversely affected by meal breaks:

- Morning and afternoon tea breaks will be combined so as to form one break of one half hour duration in the morning.
- Tea breaks and meal breaks in town where practical should be taken at the Council Depot or nearest Council lunch room, travel time will not be deducted from the allocated break time.
- Tea breaks and meal breaks out of town will be on the job.
- Tea breaks and meal breaks taken at home should be within the allocated meal break time. For example: If the break is 30 minutes and the meal break is taken at home then travel time is included in the allocated time of 30 minutes.

4.2 Overtime and TOIL

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;

The parties agree that the maximum amount of TOIL to be accumulated will be 200 hours.

The parties agree that accrued TOIL will be paid in full to the employee by 31st March of each year, except that a safety net of 38 hours will be allowed to be retained.

Travel undertaken during overtime will be paid at the applicable overtime rate.

PART 5 – STATUTORY HOLIDAYS, LEAVE

5.1 Annual leave

Annual leave will be accrued at the rate of 5 weeks per year, with the provision that leave will be taken during the non construction period. This is in recognition of the commitment to productivity in the construction period.

Leave applied during the construction period will only be granted in special circumstances with the consent of the Divisional Manager and Chief Executive Officer.

5.2 Sick leave

Employees will be entitled to 15 days sick leave per annum.

Sick leave and public holidays

Sick leave and public holidays will be paid at the standard working day of 8.5 hours.

5.3 Sick leave incentive

Cook Shire Council is committed to promoting a healthy and safe environment for all employees. As an incentive to employees to maintain their own health and wellbeing, in turn improving productivity for Council and the community, an incentive will be provided to employees who meet eligibility criteria.

To be eligible to participate in the program employees must meet the following criteria:

- Your sick leave balance must be greater than 494 hours = 3 months sick leave or equivalent part-time.
- Your sick leave balancing must be greater than your starting balance for the financial year (You must have accrued more hours in that year than you used)
- Your year ending balance is greater than 494 hours = 3 months sick leave or equivalent part-time.

Program

- The program will run over the course of each financial year – 1-07 to 30-06.
- Payments will be made once yearly within the pay period which falls on 30th July of each year.
- Payments are subject to normal taxation requirements.
- Employees must retain a balance of 494 hours or equivalent part-time.
- Employees are entitled to cash out the annual sick leave accrual equivalent to 15 days as per clause (5.2) and must adhere to the minimum balance of 494 sick leave hours or equivalent part-time.

To request a cash-out, follow these steps:

- At the end of the financial year payroll will confirm your sick leave balance is above 494 hours or 3 months equivalent part-time.
- Payroll will send you a request to complete the sick leave pay out form which you must return within 7 days of receipt to ensure you receive your payment.
- If you are eligible for an incentive payment, the request for payment is optional; you may leave your sick leave balance above 494 hours.
- These payments will only be available to employees once yearly as per the above dates.

5.3 Long service leave

Employees will be eligible for 13 weeks long service leave after 10 years' service. Employees will be entitled to access long service leave on a Pro rata after 7 years' service.

The Council and an employee may agree that the employee may be paid part of their entitlement to long service leave instead of taking the leave where an employee requests the payment due to hardship. Prior to this payment being made the employee and employer will sign an agreement allowing for the payment to be made.

Employees may not be paid an entitlement to long service leave which would see their leave balance fall below 4 weeks. In the event that an employee become redundant long service leave accrued will be paid notwithstanding that the period of service may be less than 7 years.

5.4 Bereavement Leave

In addition to the provisions of the Queensland Employment Standards employees other than casual employees, will be allowed up to five (5) days paid bereavement leave upon the death of a member of the employee's immediate family or household; or the employee, or the employee's spouse, is pregnant and the pregnancy ends other than by the birth of a living child.

5.5 Redundancy

Council agrees to pay the following over and above entitlements as per Queensland Employment Standards. From 1 to not more than 5 years' service add an additional 2 weeks redundancy pay to each level. More than 5 years' service to not more than 9 years' service, add 3 weeks redundancy pay to each level. More than 9 years' service, add 4 weeks redundancy pay to each level.

Queensland Employment Standards – Employee's years of continuous service	Redundancy pay period	Cook Shire Council Entitlement
At least 1 year but not more than 2 years	4 weeks	6 weeks
At least 2 year but not more than 3 years	6 weeks	8 weeks
At least 3 year but not more than 4 years	7 weeks	9 weeks
At least 4 year but not more than 5 years	8 weeks	10 weeks
At least 5 year but not more than 6 years	9 weeks	12 weeks
At least 6 year but not more than 7 years	10 weeks	13 weeks
At least 7 year but not more than 8 years	11 weeks	14 weeks
At least 8 year but not more than 9 years	12 weeks	15 weeks
At least 9 year but not more than 10 years	13 weeks	17 weeks
At least 10 year but not more than 11 years	14 weeks	18 weeks
At least 11 year but not more than 12 years	15 weeks	19 weeks
More than 12 years	16 weeks	20 weeks

5.6 Military leave

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

5.7 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. 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. Council will establish a Domestic and Family Violence Policy

5.8 Bullying and Harassment

The Council and its employees are committed to the elimination of violence, aggression and bullying in the workplace. To achieve this, the Council and its employees will continue to develop and support policy and procedures to combat workplace bullying.

Council will ensure that reasonable mechanisms are in place for identifying incidences of bullying, and when an occurrence of bullying is identified; Council will ensure all necessary steps are taken to prevent further bullying.

Violence, aggression and workplace bullying is a repetitive pattern of unprovoked, unwelcome hostile behaviour, or if serious and sustained, one instance of such behaviour, that inflicts or attempts to inflict injury, hurt, humiliation or discomfort.

Such behaviour includes:

- a) The less favourable treatment of a person by another in the workplace, beyond that which may be considered reasonable and appropriate workplace practice;
- b) Unwelcome and unreasonable behaviour that creates a hostile, uncomfortable or offensive work atmosphere;
- c) Social exclusion in the workplace;
- d) Misuse of power.

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

Signature

Stephen Baker

In the presence of:

Signature

Samantha Stokes

8 October 2018
Date

Signed for and on behalf of: Construction, Forestry, Mining & Energy, Industrial Union of Employees,
Queensland

Signature

Jade Ingham

In the presence of:

Signature

Emma Eaves

11 October 2018

Signed for and on behalf of: Plumbers & Gasfitters Employees' Union Queensland, Union of Employees

Signature

Gary O'Halloran

In the presence of:

Signature

Shari Charrington

8 October 2018

Signed for and on behalf of: Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland

Signature

Rohan Webb

In the presence of:

Signature

Elizabeth Barlow

9 October 2018

Signed for and on behalf of: Cook Shire Council

Signature

Linda Kay Cardew

In the presence of:

Signature

Narelle Anne Dukes

26 October 2018