

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Cook Shire Council

AND

Queensland Services, Industrial Union of Employees

The Australian Workers' Union of Employees, Queensland

Plumbers & Gasfitters Employees' Union Queensland, Union of Employees

The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch,
Union of Employees

Matter No. CB/2022/51

COOK SHIRE COUNCIL - INDOOR CERTIFIED AGREEMENT 2021

Certificate of Approval

On 15 June 2022, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

Name of Agreement: **COOK SHIRE COUNCIL - INDOOR CERTIFIED AGREEMENT 2021**

Parties to the Agreement:

- Queensland Services, Industrial Union of Employees;
- The Australian Workers' Union of Employees, Queensland;
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees; and
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees.

Operative Date: 15 June 2022

Nominal Expiry Date: 30 June 2024

Previous Agreement: *Cook Shire Council - Indoor Certified Agreement 2018*

**Termination Date of
Previous Agreement:** 15 June 2022

By the Commission

J.W. MERRELL
Deputy President

15 June 2022

COOK SHIRE COUNCIL – INDOOR CERTIFIED AGREEMENT 2021

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PART 1 – PRELIMINARY

1.1 Title

This Agreement shall be known as the Cook Shire Council – Indoor Certified Agreement 2021.

1.2 Agreement coverage

Subject to Clause 1.2.1 below this Agreement covers all Cook Shire Council employees contained in the classifications listed in clause 1.7 of this Agreement.

1.2.1 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:

- a) The contract of employment states that the Award will not apply to the terms and conditions applicable to the employee; and
- b) 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 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”

- Queensland Services, Industrial Union of Employees (QSU).
- The Australian Workers’ Union of Employees, Queensland (AWU).
- Plumbers & Gasfitters Employees’ Union Queensland, Union of Employees (PGEU).
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees (APESMA)

1.4 Date of operation

This Agreement shall operate from the date of certification by the Queensland Industrial Relations Commission (QIRC) and the nominal expiry date of this Agreement is 30 June 2024, with renegotiations to commence at least 6 months prior to the nominal expiry date.

1.5 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.

1.6 Copy of Agreement

All current employees will be given a copy (either hard copy or electronic) of this Agreement by this Council. Council will also provide all future employees with a copy of this Agreement upon commencement of employment. Council will include details of relevant unions, delegates and delegate’s phone numbers in Council’s Employee Starter Packs, and will ensure all new employees are introduced to their relevant union delegate.

1.7 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 A) Award - State 2017
- Training Award State 2012 and Order – Apprentices and Trainee Wages and Conditions (Excluding Certain Queensland Government Entities) 2003

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.

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.

1.8 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.

1.9 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:

- 1) 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;
- 2) 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;
- 3) Promote a harmonious and productive work environment through ongoing co-operation and consultation;
- 4) Commitment to maintaining a healthy and safe work environment;
- 5) Focus on competitiveness to ensure the Shire maintains a viable, effective and secure workforce;
- 6) Promote job satisfaction by enabling employees to gain and utilise a broad range of skills and access relevant training programs so staff can achieve these objectives;
- 7) The parties will be committed to and co-operate with, the terms of this Agreement to ensure its ongoing success.
- 8) An employee shall not be disadvantaged in respect of the following as a result of implementation of this Enterprise Agreement.
 - a) Employment security;
 - b) Salary and conditions of employment;
 - c) Career structure;
 - d) Occupational health and safety.

1.10 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.

1.11 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.

1.12 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.

1.13 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.

1.14 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.

1.15 Payroll Deductions of Union Fees

Where offered by the Union, 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

1.16 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 2 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.

1.17 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 agrees to notify changes 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 1.9.1 & 1.9.2 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 1.17 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, the Award 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. Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure will not extend beyond 7 days.

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. This process should not extend beyond 7 days

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. This process should not exceed 14 days

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 Productivity and efficiency initiatives

The JCC, 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 at the JCC .

- 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.

2.4 Drug and alcohol testing

All employees will support random drug and alcohol testing of the workforce as a workplace health and safety measure in accordance with Council Policy.

2.5 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;
- f) the Council, wherever possible, will not disadvantage existing staff by minimizing the amount of work performed by contractors and sub-contractors. Where it is not possible to avoid contracting out without significant effect on employees, Council will consult with employees as per Consultation clause.

2.6 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.

2.7 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 affected 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 affected 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 affected 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.

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.

Employee entitlements will be paid from Column C:

A	B	C
Queensland Employment Standards – Employee's years of continuous service	Award Entitlement	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

2.8 Performance appraisals

Council will continue to implement a performance appraisal structure for staff. A review of job descriptions or classifications shall be done as required or as reasonably requested by employees or annually in the performance review.

2.9 Internal advertising

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

2.10 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.

2.11 Employee Mental Health & Wellbeing

Council recognises that the workplace plays a vital role in assisting employees affected by mental health issues and commits to:

- Providing relevant information, assistance and support to employees including access to Council's EAP and other mental health providers available within the location such as Cooktown Community Mental Health and Royal Flying Doctors Service;
- Annual resilience training and the training of employees to enable support; and
- Identifying and taking reasonable steps to eliminate or reduce identified workplace factors which may contribute to the development of work-related stress and ill health.

Council recognises the importance of proactive initiatives which support employees who may be suffering from mental health issues. To assist the facilitation of such initiatives, Council will partner with available support groups to ensure tailored and effective programs are adopted to support employees affected by mental health issues.

Council encourages all employees to actively participate in programs offered however attendance is not compulsory.

Please refer to the *Employee Mental Health & Wellbeing Administrative Instruction* for further details.

2.12 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.

PART 3 – WAGES AND ALLOWANCES

3.1 Wage increases

The following wage increases based on full-time weekly rates of pay are to apply under this Agreement.

Upon certification of this Agreement an increase of 2.0% backdated to the first full pay after 1 July 2021 or CPI whichever is greater.

A further pay increase of 2.0% from the first full pay period following 1 July 2022 or CPI whichever is greater.

A further pay increase of 2.0% from the first full pay period following 1 July 2023 or CPI whichever is greater.

3.2 Schedule of wages

Classification	Effective first full pay period after 01/07/2021 (2%)		Effective first full pay period after 01/07/2022 (2%)		Effective first full pay period after 01/07/2023 (2%)	
	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate
Level 1.1	1058.69	29.21	1079.86	29.79	1101.46	30.39
Level 1.2	1073.06	29.60	1094.52	30.19	1116.41	30.80
Level 1.3	1096.05	30.24	1117.97	30.84	1140.33	31.46
Level 1.4	1123.48	30.99	1145.95	31.61	1168.87	32.24
Level 1.5	1147.53	31.66	1170.48	32.29	1193.89	32.93
Level 1.6	1168.25	32.23	1191.61	32.87	1215.45	33.53
Level 2.1	1192.56	32.90	1216.41	33.56	1240.74	34.23
Level 2.2	1216.59	33.56	1240.92	34.23	1265.74	34.92
Level 2.3	1240.58	34.22	1265.39	34.91	1290.70	35.61
Level 2.4	1256.48	34.66	1281.61	35.35	1307.25	36.06
Level 3.1	1280.45	35.32	1306.06	36.03	1332.18	36.75
Level 3.2	1295.80	35.75	1321.71	36.46	1348.15	37.19
Level 3.3	1319.69	36.41	1346.08	37.13	1373.01	37.88
Level 3.4	1343.71	37.07	1370.59	37.81	1398.00	38.57
Level 4.1	1367.68	37.73	1395.04	38.48	1422.94	39.25
Level 4.2	1391.74	38.39	1419.57	39.16	1447.96	39.94
Level 4.3	1412.45	38.96	1440.70	39.74	1469.51	40.54
Level 4.4	1436.53	39.63	1465.26	40.42	1494.56	41.23
Level 5.1	1460.50	40.29	1489.71	41.10	1519.50	41.92
Level 5.2	1481.26	40.86	1510.89	41.68	1541.11	42.51
Level 5.3	1505.26	41.52	1535.37	42.35	1566.07	43.20
Level 6.1	1545.26	42.63	1576.17	43.48	1607.69	44.35
Level 6.2	1585.22	43.73	1616.92	44.60	1649.26	45.50
Level 6.3	1625.30	44.84	1657.80	45.73	1690.96	46.65
Level 7.1	1665.25	45.94	1698.55	46.86	1732.52	47.79
Level 7.2	1705.31	47.04	1739.41	47.98	1774.20	48.94
Level 7.3	1745.26	48.14	1780.16	49.11	1815.76	50.09
Level 8.1	1793.30	49.47	1829.17	50.46	1865.75	51.47
Level 8.2	1841.27	50.79	1878.09	51.81	1915.66	52.85
Level 8.3	1889.29	52.12	1927.07	53.16	1965.62	54.22
Level 8.4	1934.37	53.36	1973.06	54.43	2012.52	55.52
Level 8.5	1979.40	54.60	2018.99	55.70	2059.37	56.81

3.3 Working and payment of planned overtime

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 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.

Employees will be given the option to cash out part or full balance of TOIL on 30th November of each year, except that a safety net of 38 hours will be allowed to be retained. 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. TOIL can also be paid out at any time by the CEO or CEO's delegate on a case-by-case basis.

Employees classified at Level 6 or higher will be subject to overtime arrangements as per 18.4 of Division 2 – Section 1 of the Award.

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

3.4 Camping/living away from home allowances

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 \$140 per night will be paid in lieu of the camping allowance specified in any Award Schedule or Section or allowances contained in sub clause (b) of this clause. For planned major construction activities covering extended periods of time then Council is to supply tents, refrigeration, water and electricity. 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.
- b) 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 \$18.00 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,
- c) Employees engaged on the annual shire tour will not receive any allowances for camping out, however, Council will supply all meals and accommodation, plus \$18.00 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.
- d) Employees required to travel to and stay in Coen and are provided with accommodation at a Council facility, are required to supply bedding, and provide their own food, will be paid an allowance at the rate of \$115 per night. Employees in receipt of this allowance agree to and must ensure that they leave the accommodation in a clean state prior to exit. This allowance is inclusive of incidentals and replaces any claim through Council travel and reimbursement policy.

3.5 Other Allowances

3.5.1 On-Call

An allowance of \$40.00 per day 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) Where an employee is required to be on call for more than one week in a row, or on a week on week off basis, the employee will receive an allowance of \$60.00 per day paid for the life of this Agreement. The Manager of the employee must review the on-call roster and approve the additional payment via the timesheet. Managers must ensure that wherever possible the on-call roster is evenly distributed to avoid consistent rostering of oncall to allow employees appropriate rest breaks.
- c) 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.
- d) If an additional employee is called out to assist with the work then clause 3.5.1 (a.) will apply in respect of that employee.

3.5.2 Meal Allowance

A meal allowance of \$23.00 shall be paid to employees. This clause is to be read in conjunction with Clause 13.3. and 13.4 of the Queensland Local Government Industry (Stream A) Award – State 2017 Schedule 2 – Section 1. This allowance will be indexed annually to positive movements in the consumer price index (Brisbane) rounded to the nearest dollar.

3.5.3 Payroll Codes – Allowances

AID21	First Aid Div 2 Sec 1 - Stream A
ASUM	Meal Allowance - Stream A
FEDC	Camp Allowance - Stream A
LOCF	Locality Allowance - Full Rate
LOCS	Locality Allowance - Single Rate
LSAA	Live Sewer Allowance Stream A @ 1.0
ONCFE	On Call Stream A
CEOC	Overnight Coen Allowance
CALWO	On-call week on/week off basis

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;
- f) Parks and Waste Manager
- g) Workshop.

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 Dispute Resolution and 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.

4.3 Office hours – administration building

The Administration building office shall be able to be opened to the public during the hours of 8.30 am and 4.45 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 36.25 hours each week shall be required to work seven (7) hours and thirty-eight (38) minutes each day, i.e. 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 within five hours after commencement 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 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 balance 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 5 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.

5.4 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 7.63 hours.

5.5 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.

5.6 Natural Disaster Leave

Employees who are requested to work as per the instructions from Council's Chief Executive Officer during a declared event, and who work greater than 6 days continuously, will be granted two (2) days special Natural Disaster Leave. Natural Disaster leave does not replace any entitlement under the Award for overtime or TOIL payments for work completed, but is in recognition of the commitment to the Cook Shire community and for rest and fatigue purposes.

Employees are entitled to refuse the request to stay at work during the period and are entitled to access accrued leave.

Please refer to the *Natural Disaster Leave Administrative Instruction* for further details.

5.7 Pandemic Leave

In accordance with QLD Health Directions, where the employee is required to take time away from work as a result of being in contact with a COVID-19 case or suspected COVID-19 case and is required to be tested for COVID-19 and quarantine until a negative result is received, that employee will be able to access special pandemic leave of up to five days (in addition to any other leave entitlement) from the time they are required to quarantine until the time they receive a negative test result. Council reserves the right to request evidence as to the employee's requirement to isolate, prior to payment of the special pandemic leave.

Please refer to the Pandemic Leave Administrative Instruction for further details. Council reserves the right to request evidence from the employee to confirm the direction from QLD Health to isolate and the time in which the result of the negative test was received, prior to payment of the special pandemic leave.

Please refer to the Pandemic Leave Administrative Instruction for further details.

5.8 Sick leave on rostered day off

Officers who become sick on their Rostered Day Off shall not be entitled to claim sick leave.

5.9 Bereavement Leave

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

5.10 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.

5.11 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:

- satisfy organisational development needs;
- are directly related to employees work areas;
- provide skills appropriate to employees careerpaths;
- are required to provide professional trade credentials.

5.12 Study leave/workshops/seminars/conferences

This clause is to be read in conjunction with Clause 35 and 36 of the Queensland Local Government Industry (Stream A) Award – State 2017, Division 2 - Section 1 (Administrative, clerical, technical, professional, community service, supervisory and managerial services).

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.

5.13 Travelling Time

Mandatory/Statutory Training/Meetings/Workshops:

- Approved travel undertaken outside of normal working hours for mandatory/statutory training or for attending meetings, workshops, etc. that are part of normal duties will be paid at the applicable penalty rates.

Personal Development:

- Approved travel undertaken outside of normal working hours for personal development will be paid at single time.

5.14 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;

5.15 Military leave

Military leave will be granted to employees up to Ten (10) days leave per year. Council will make up any shortfall between Army and Council wages.

Signed for and on behalf of: Queensland Services, Industrial Union of Employees (QSU)

In the presence of:

Signature

Neil Henderson

Name in full

Signature

Michelle Robertson

Name in full

23 May 2022

Date

Signed for and on behalf of: Australian Workers' Union of Employees, Queensland (AWU)

In the presence of:

Signature

Breanna Beattie

Name in full

Signature

Stephen Kenneth Baker (Queensland Secretary)

Name in full

17 May 2022

Date

Signed for and on behalf of: The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees (APESMA)

In the presence of:

Signature

Sean Kelly (Queensland Director)

Name in full

Signature

Annalex Jack

Name in full

23 May 2022

Date

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

In the presence of:

Signature

Michael Wiech

Name in full

Signature

Shari Charrington

Name in full

24 May 2022

Date

Signed for and on behalf of: Cook Shire Council (CSC)

In the presence of:

Signature

Lisa Alexandra Miller

Name in full

Signature

Linda Kay Cardew

Name in full

17 May 2022

Date