

## **QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

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

**Cook Shire Council**

AND

**The Australian Workers' Union of Employees, Queensland**

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

**Plumbers & Gasfitters Employees' Union Queensland, Union of Employees**

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

**The Electrical Trades Union of Employees Queensland**

*(Matter No. CB/2025/149)*

### **COOK SHIRE COUNCIL – OUTDOOR CERTIFIED AGREEMENT 2025**

#### **Certificate of Approval**

On 23 January 2026 the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:** **COOK SHIRE COUNCIL – OUTDOOR CERTIFIED AGREEMENT 2025**

**Parties to the Agreement:**

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

**Operative Date:** 23 January 2026

**Nominal Expiry Date:** 30 June 2028

**Previous Agreement:** *Cook Shire Council – Outdoor Certified Agreement 2021*

**Termination Date of Previous Agreement:** 23 January 2026

By the Commission

J.C. DWYER  
Industrial Commissioner  
23 January 2026

# COOK SHIRE COUNCIL – OUTDOOR CERTIFIED AGREEMENT 2025

## TABLE OF CONTENTS

<b>PART 1 – PRELIMINARY .....</b>	<b>3</b>
1.1    Title.....	3
1.2    Agreement Coverage .....	3
1.3    Parties to Agreement .....	3
1.4    Date of Operation .....	3
1.5    Posting of Agreement .....	3
1.6    Relationship to Parent Award .....	3
1.7    Background to the Agreement.....	4
1.8    Objectives.....	4
1.9    No Extra Claims .....	4
<b>PART 2 – CONSULTATION AND DISPUTE RESOLUTION .....</b>	<b>5</b>
2.1    Joint Consultative Committee.....	5
2.2    Productivity and Efficiency Initiatives.....	5
2.3    Consultation and Workplace Change Notification.....	5
2.4    Dispute Settlement and Resolution Procedure .....	6
<b>PART 3 – TERMS AND CONDITIONS OF EMPLOYMENT .....</b>	<b>8</b>
3.1    Best Practice Organisation .....	8
3.2    Workplace Specific Agreements .....	8
3.3    Drug and Alcohol Testing .....	8
3.4    Anti-Bullying, Harassment and Discrimination .....	8
3.4.1    Equal Employment Opportunity .....	9
3.5    Job Security and Contracting .....	9
3.6    Maximum-Term Employment and Casual Conversion .....	10
3.6.1    Casual Conversion .....	10
3.7    Performance Appraisals and Job Descriptions.....	10
3.8    Internal Advertising.....	10
3.9    Employee Mental Health & Wellbeing .....	10
<b>PART 4 – WAGES AND ALLOWANCES .....</b>	<b>12</b>
4.1    Wage Increases .....	12
4.2    Schedule of Wages .....	12
4.3    Apprentice Wage Schedule .....	13
4.4    Camping/Living Away from Home Allowances .....	14
4.4.1    Allowances .....	15
4.4.2    On-Call and Remote Response.....	16
4.4.3    Meal Allowance.....	17
<b>PART 5 – HOURS OF WORK.....</b>	<b>18</b>
5.1    Work Hours .....	18
5.2    Nine (9) Day Fortnight Roster .....	18
5.3    Overtime and TOIL .....	18
5.4    Meal and Tea Breaks .....	18

<b>PART 6 – STATUTORY HOLIDAYS, LEAVE.....</b>	<b>19</b>
6.1    Annual Leave .....	19
6.2    Personal Leave .....	19
6.3    Personal Leave Incentive.....	19
6.4    Long Service Leave .....	20
6.5    Bereavement Leave.....	20
6.6    Parental Leave.....	20
6.6.1    Paid Parental Leave .....	21
6.6.2    Paid Partner Leave .....	21
6.6.3    Relocation Due to Birth.....	21
6.6.4    Conditions of Paid Parental and Partner Leave .....	21
6.6.5    Additional Support Measures Upon Returning to Work .....	22
6.7    Military Leave.....	22
6.8    Domestic and Family Violence Leave.....	22
6.8.1    Paid Domestic and Family Violence Leave.....	22
6.9    Natural Disaster Leave .....	22
6.9.1    Special Natural Disaster Leave .....	23
6.10    Pandemic Leave .....	23
6.11    Cultural or Religious Leave.....	23
6.12    Leave Without Pay .....	23
6.13    Training and Development.....	23
6.14    Study Leave/Workshops .....	24
6.15    Travelling Time – Mandatory/Statutory Training/Meetings/Workshops.....	24
6.16    Training Attendance and RDO.....	24
<b>PART 7 – REDUNDANCY .....</b>	<b>25</b>
7.1    Redundancy.....	25
7.1.2    Redundancy Entitlement.....	25
<b>PART 8 – UNION MATTERS .....</b>	<b>27</b>
8.1    Union Related Matters.....	27
8.2    Union Official Right of Entry .....	27
8.3    Union Delegate Training Leave .....	27
8.4    Union Delegate Support.....	27
8.5    Payroll Deductions of Union Fees .....	27
<b>APPENDIX A: PAYROLL CODES - ALLOWANCES.....</b>	<b>28</b>

## **PART 1 – PRELIMINARY**

### **1.1 Title**

This Agreement shall be known as the Cook Shire Council – Outdoor Certified Agreement 2025.

### **1.2 Agreement Coverage**

This Agreement covers all Cook Shire Council employees employed in classifications contained in the classifications listed in clause 1.6 of this 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:

- The Australian Workers' Union of Employees, Queensland (AWU).
- Construction, Forestry, Mining & Energy Industrial Union of Employees, Queensland (CFMEU).
- Plumbers & Gasfitters Employees' Union of Queensland, Union of Employees (PGEU).
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland (AMEPKU).
- The Electrical Trades Union of Employees Queensland (ETU).

### **1.4 Date of Operation**

This Agreement shall operate from the date of certification by the Queensland Industrial Relations Commission (QIRC), with the nominal expiry date of this Agreement being 30 June 2028. Negotiations for the new Agreement shall commence six (6) months prior to the nominal expiry date.

### **1.5 Posting of Agreement**

All current employees will be given a copy (either hard copy or electronic) of this Agreement by 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.

### **1.6 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;
- Training Wage Award - State 2012; and
- Order – Apprentices' and Trainees' Wages and Conditions (excluding certain Queensland Government Entities) 2003.

Where the terms "Award" or "Awards" are 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 covered by this Agreement, 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.

## **1.7 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.

## **1.8 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 attraction and retention of skilled employees and the filling of vacancies (as operationally required), as far as reasonably practicable;
- 5. Commitment to maintaining a healthy and safe work environment;
- 6. Focus on competitiveness to ensure the Shire maintains a viable, effective and secure workforce;
- 7. Promote job satisfaction by enabling employees to gain and utilise a broad range of skills and access relevant training programs so that employees can achieve these objectives;
- 8. The parties will be committed to and co-operate with, the terms of this Agreement to ensure its ongoing success;
- 9. An employee shall not be disadvantaged in respect of the following, as a result of implementation of this Agreement:
  - a) Employment security;
  - b) Salary and conditions of employment;
  - c) Career structure;
  - d) Workplace health and safety.

## **1.9 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 QIRC from time to time.

## **PART 2 – CONSULTATION AND DISPUTE RESOLUTION**

### **2.1 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 two (2) meetings per year, unless otherwise agreed by the JCC. Where there are no agenda items, and with the agreement of the majority of the parties, the JCC may meet on fewer occasions than twice annually. Where a JCC meeting is scheduled, the parties commit to making every effort to attend the JCC or advising their unavailability.

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, and other workplace representatives, as required.

The number of people in any JCC meeting will be limited to 30 people.

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 employment and workplace issues. Where a genuine employment or workplace issue exists and a JCC agenda item is raised, a JCC member may request Council to provide relevant information to inform discussions about the matter. Council will not be required to provide information that is commercially confident or sensitive, confidential in nature or would be in breach of privacy legislation.

### **2.2 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 any improvement in productivity and efficiency. The following list is a guide only and further items may be addressed at the JCC:

- a) Reduction in cases of absenteeism;
- b) Improvements in workplace health and safety to reduce lost time;
- c) Reduction in lost time overall;
- d) Improved quality assurance;
- e) Review of waste management and reduction procedures;
- f) Improved program 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; and
- n) Purchasing of equipment, material, etc.

### **2.3 Consultation and Workplace Change Notification**

Where Council is considering the introduction of major changes in production, programs, organisation, structure, or technology that are likely to significantly affect employees, Council shall notify affected employees and the relevant Union in writing as soon as practicable after the change is proposed and before any final decision is made. Council will commence discussions with the affected employees and the Union about the nature of the proposed change, its expected impact, and measures to mitigate any significant effects.

"Significant effects" include termination of employment, major changes in the composition, operation or size of Council's 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 an employee 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 major changes to production, program, organisation, structure or technology and the effects the changes are likely to have on employees, and measures to avert or mitigate the adverse effects of such changes on employees.
- 2) Council will give prompt, 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 this clause 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.

## **2.4 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**

An employee 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 may request Union representation or a nominated support person. Discussions should take place between the employee and such employee's supervisor within 24 hours, where possible, and the procedure will not extend beyond seven (7) days.

### **Step 2**

If the matter is not resolved at this level, the employee shall discuss the matter/s at issue with the next higher level of management of the employee. The employee/s may request Union representation or a nominated support person. This process should not extend beyond seven (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. The employee 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 QIRC for conciliation and if it remains unresolved either party may utilise the QIRC's arbitration provisions, subject to the QIRC having jurisdiction to deal with the matter. The parties agree that any arbitrated decision by the QIRC 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 Council or an Authorised Officer of the relevant Union from making representations to each other at any stage in this procedure.

## **PART 3 – TERMS AND CONDITIONS OF EMPLOYMENT**

### **3.1 Best Practice Organisation**

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.

### **3.2 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 employees to incorporate standard allowances into an annualised wage.

The process for developing workplace specific agreements will generally be in accordance with clause 2.3 Consultation and Workplace Change Notification provided the following conditions are met:

- 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 two (2) full working days prior to being asked to vote on the proposal.
- d) A workplace specific agreement may be implemented where 75% of the employees who cast a valid vote support the proposal. However, if fewer than five (5) employees are affected, a simple majority, 50% plus one (1) person, of those voting, will be sufficient to approve the proposal.
- e) All new employees will be given a copy of the workplace specific 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.

### **3.3 Drug and Alcohol Testing**

All employees will comply with drug and alcohol testing of the workforce as a workplace health and safety measure in accordance with Council policy, as amended from time to time.

### **3.4 Anti-Bullying, Harassment and Discrimination**

All employees acknowledge that they are bound by Council's Anti-Bullying, Harassment and Discrimination Policy and Sexual and Gender-Based Harassment Policy.

### **3.4.1 Equal Employment Opportunity**

The employer is committed to maintaining a diverse and inclusive workplace, ensuring equal remuneration for work of equal value, and promoting equality in employment and development opportunities.

This commitment includes:

- Reviewing position descriptions before advertising to ensure gender-neutral and unbiased language;
- Including statements in recruitment material that Council is an equal opportunity employer;
- Conducting applicant selection in accordance with relevant legislation;
- Giving fair and meaningful consideration to workplace flexibility or adjustment requests;
- Approving development opportunities in a fair and equitable way, regardless of gender or any other attribute protected under the *Anti-Discrimination Act 1999*; and
- Ensuring equal remuneration for work of equal or comparable value.

### **3.5 Job Security and Contracting**

The parties agree that the implementation of productivity and efficiency initiatives should enhance the operations of 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) Council continuing to manage its workforce in order to minimise the need for involuntary labour reductions in the future;
- f) Council, wherever possible, will not disadvantage existing employees by minimising 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 the Consultation and Workplace Change Notification clause; and
- g) Council will utilise and promote the use of existing employees and will only contract out in the following circumstances:
  - i. In the event of a critical shortage of skilled employees;
  - ii. Lack of available infrastructure capital and the cost of providing technology;
  - iii. Extraordinary or unforeseen circumstances;
  - iv. Where Council does not have the suitably skilled or qualified employees, or suitable equipment;
  - v. Where the work is funded by an external grant that specifically prohibits Council from claiming Council labour costs;
  - vi. Where it is clearly demonstrated that it is in the public interest that such services should be contracted out; or
  - vii. Where Council's own workforce and plant and equipment have been utilised and optimised in the first instance wherever possible.

### **3.6 Maximum-Term Employment and Casual Conversion**

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 maximum-term basis consistent with the principles outlined in this clause.

A maximum-term employee will be advised by Council, at the time of engagement, that they are engaged on a maximum-term basis and the start and anticipated completion date of their appointment.

A maximum-term employee, engaged for a continuous period of 18 months in the same position, may apply to convert their maximum-term employment status to permanent full time or part time, depending on the average hours worked over the preceding 12 months. Council will take into account the following factors:

- a) Business needs specific to work areas;
- b) Regularity of hours and length of employment;
- c) Likelihood of ongoing funding available for the position; and
- d) Legislative requirements pertinent to particular business areas.

Conversion would not occur if the maximum-term appointment was for:

- i. a specific project, such as natural disaster relief projects; or
- ii. relieving employees on leave for a specific period of time; or
- iii. where the position is grant/project funded.

If an application is not approved, Council will outline the business reasons for this decision in writing and the employee may discuss these reasons further with their supervisor.

#### **3.6.1 Casual Conversion**

A casual employee shall, at the completion of six (6) months of service, have a right to elect to have their employment converted to full-time or part-time employment if it could be reasonably expected that their employment is to continue.

A casual employee who elects to convert to full-time or part-time employment shall be employed as either a part-time or full-time employee. Ordinary hours of work will be mutually agreed in consideration of operational requirements and the pattern of ordinary hours worked in the preceding six (6) month period.

### **3.7 Performance Appraisals and Job Descriptions**

Council will maintain a performance appraisal structure for employees. Job descriptions and classifications will be reviewed as required, at the reasonable request of an employee, or annually as part of the performance review process.

### **3.8 Internal Advertising**

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

### **3.9 Employee Mental Health & Wellbeing**

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

- Raising awareness of mental health and wellness in the workplace, and reducing stigma by providing relevant information, assistance and support to employees including access to Council's Employee Assistance Program (EAP) and other mental health providers available within the location such as Cooktown Community Mental Health and Royal Flying Doctors Service;
- Providing access to a wide range of training for employees aimed at building awareness of mental health, strategies for wellness and improving resilience; 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 experiencing 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 experiencing 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.

## PART 4 – WAGES AND ALLOWANCES

### 4.1 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, a discretionary increase of 3.0% will be applied, backdated to the first full pay period after 1 July 2024 to 8 November 2024. From 9 November 2024 onward, Cook Shire Council has already applied a 3.0% increase.
- A further pay increase of 4.0% from the first full pay period following 1 July 2025 (or CPI, whichever is greater, capped at 5.0%).
- A further pay increase of 3.5% from the first full pay period following 1 July 2026 (or CPI, whichever is greater, capped at 5.0%).
- A further pay increase of 3.0% from the first full pay period following 1 July 2027 (or CPI, whichever is greater, capped at 5.0%).

For the purpose of the above, Consumer Price Index (CPI) is defined as the All Groups CPI Brisbane percentage change over the preceding twelve (12) months to the June quarter prior to the pay increase.

### 4.2 Schedule of Wages

Classification	Effective first full pay period after 01/07/2024 (3.0%)		Effective first full pay period after 01/07/2025 (4%)		Effective first full pay period after 01/07/2026 (3.5%)		Effective first full pay period after 01/07/2027 (3.0%)	
	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate
<b>LGIA Stream B - Division 2 - Section 3 – Fitness Workers: Instructor (FI)/Trainer (FT)/Therapist(Th)</b>								
FI Level 2	1,164.09	30.63	1,210.65	31.86	1,253.03	32.97	1,290.62	33.96
FI Level 3	1,199.12	31.56	1,247.08	32.82	1,290.73	33.97	1,329.45	34.99
FT Level 4	1,234.99	32.50	1,284.39	33.80	1,329.34	34.98	1,369.22	36.03
FT/Th Level 5	1,284.53	33.80	1,335.91	35.15	1,382.67	36.38	1,424.15	37.47
Th Level 6	1,318.73	34.70	1,371.48	36.09	1,419.48	37.35	1,462.07	38.47
Support 2	1,164.09	30.63	1,210.65	31.86	1,253.03	32.97	1,290.62	33.96
Support 3	1,199.12	31.56	1,247.08	32.82	1,290.73	33.97	1,329.45	34.99
<b>LGIA Stream B – Division 2 – Section 4 - Hospitality Services</b>								
HW1	1,191.53	31.36	1,239.19	32.61	1,282.56	33.76	1,321.04	34.77
HW2	1,225.06	32.24	1,274.06	33.53	1,318.65	34.70	1,358.21	35.74
HW3	1,258.59	33.12	1,308.93	34.44	1,354.75	35.65	1,395.39	36.72
HW4	1,322.38	34.80	1,375.28	36.19	1,423.41	37.46	1,466.11	38.58
HW5	1,396.79	36.76	1,452.66	38.23	1,503.50	39.57	1,548.61	40.76
HW6	1,433.60	37.73	1,490.94	39.24	1,543.13	40.61	1,589.42	41.83
<b>LGIA Stream B - Division 2 - Section 5 – Operational Services</b>								
Level 1	1,226.19	32.27	1,275.24	33.56	1,319.87	34.74	1,359.47	35.78
Level 2	1,244.86	32.76	1,294.65	34.07	1,339.97	35.26	1,380.17	36.32
Level 3	1,261.09	33.19	1,311.53	34.52	1,357.44	35.73	1,398.16	36.80
Level 4	1,279.73	33.68	1,330.92	35.03	1,377.50	36.25	1,418.83	37.34
Level 5	1,306.54	34.38	1,358.80	35.76	1,406.36	37.01	1,448.55	38.12
Level 6	1,346.30	35.43	1,400.15	36.85	1,449.16	38.14	1,492.63	39.28
Level 7	1,386.07	36.48	1,441.51	37.94	1,491.97	39.27	1,536.72	40.45

Classification	Effective first full pay period after 01/07/2024 (3.0%)		Effective first full pay period after 01/07/2025 (4%)		Effective first full pay period after 01/07/2026 (3.5%)		Effective first full pay period after 01/07/2027 (3.0%)	
	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate
Level 8	1,422.57	37.44	1,479.47	38.94	1,531.25	40.30	1,577.19	41.51
Level 9	1,462.33	38.48	1,520.82	40.02	1,574.05	41.42	1,621.27	42.66
<b>LGIA Stream C - Division 2 - Section 1 – Building Trades Services</b>								
BT1	1,306.54	34.38	1,358.80	35.76	1,406.36	37.01	1,448.55	38.12
BT2	1,346.30	35.43	1,400.15	36.85	1,449.16	38.14	1,492.63	39.28
BT3	1,386.07	36.48	1,441.51	37.94	1,491.97	39.27	1,536.72	40.45
BW1(a)	1,209.96	31.84	1,258.36	33.11	1,302.40	34.27	1,341.47	35.30
BW1(b)	1,226.19	32.27	1,275.24	33.56	1,319.87	34.74	1,359.47	35.78
BW1(c)	1,226.19	32.27	1,275.24	33.56	1,319.87	34.74	1,359.47	35.78
BW1(d)	1,244.86	32.76	1,294.65	34.07	1,339.97	35.26	1,380.17	36.32
BW2	1,279.73	33.68	1,330.92	35.03	1,377.50	36.25	1,418.83	37.34
<b>LGIA Stream C - Division 2 - Section 2 Engineering Services</b>								
C14	1,143.42	30.09	1,189.16	31.29	1,230.78	32.39	1,267.70	33.36
C13	1,171.02	30.82	1,217.86	32.05	1,260.49	33.17	1,298.30	34.17
C12	1,208.34	31.80	1,256.67	33.07	1,300.66	34.23	1,339.68	35.26
C11	1,243.24	32.72	1,292.97	34.03	1,338.22	35.22	1,378.37	36.28
C10	1,306.54	34.38	1,358.80	35.76	1,406.36	37.01	1,448.55	38.12
C9	1,346.30	35.43	1,400.15	36.85	1,449.16	38.14	1,492.63	39.28
C8	1,386.07	36.48	1,441.51	37.94	1,491.97	39.27	1,536.72	40.45
C7	1,422.57	37.44	1,479.47	38.94	1,531.25	40.30	1,577.19	41.51
C6	1,502.10	39.53	1,562.18	41.11	1,616.86	42.55	1,665.37	43.83
C5	1,541.87	40.58	1,603.54	42.20	1,659.67	43.58	1,709.46	44.99
C4	1,582.45	41.64	1,645.75	43.31	1,703.35	44.82	1,754.45	46.17
C3	1,661.98	43.74	1,728.46	45.49	1,788.96	47.08	1,842.62	48.49
C2(a)	1,701.74	44.78	1,769.81	46.57	1,831.75	48.20	1,886.71	49.65
C2(b)	1,773.96	46.68	1,844.92	48.55	1,909.49	50.25	1,966.78	51.75

#### 4.3 Apprentice Wage Schedule

% of Trade Rate	Effective first full pay period after 01/07/2024 (3.0%)		Effective first full pay period after 01/07/2025 (4%)		Effective first full pay period after 01/07/2026 (3.5%)		Effective first full pay period after 01/07/2027 (3.0%)	
	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate
<b>Adult Apprentices – Plumber &amp; Carpenter (LGIA Stream C – Division 2 – Section 1 – Building Trades Services)</b>								
75% of BT1 Year 1	979.91	25.79	1,019.10	26.82	1,054.77	27.76	1,086.41	28.59
80% of BT1 Year 2	1,045.23	27.51	1,087.04	28.61	1,125.09	29.61	1,158.84	30.50

% of Trade Rate	Effective first full pay period after 01/07/2024 (3.0%)		Effective first full pay period after 01/07/2025 (4%)		Effective first full pay period after 01/07/2026 (3.5%)		Effective first full pay period after 01/07/2027 (3.0%)	
	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate
84% of BT1 Year 3	1,097.49	28.88	1,141.39	30.04	1,181.34	31.09	1,216.78	32.02
90% of BT1 Year 4	1,175.89	30.94	1,222.92	32.18	1,265.72	33.31	1,303.70	34.31
<b>Adult Apprentices – Diesel Fitter &amp; Electrician (LGIA Stream C - Division 2 - Section 2 Engineering Services</b>								
75% of C10 Year 1	979.91	25.79	1,019.10	26.82	1,054.77	27.76	1,086.41	28.59
80% of C10 Year 2	1,045.23	27.51	1,087.04	28.61	1,125.09	29.61	1,158.84	30.50
84% of C10 Year 3	1,097.49	28.88	1,141.39	30.04	1,181.34	31.09	1,216.78	32.02
90% of C10 Year 4	1,175.89	30.94	1,222.92	32.18	1,265.72	33.31	1,303.70	34.31

Junior rates for Apprentices will be paid in line with the Order – Apprentices’ and Trainees’ Wages and Conditions (excluding certain Queensland Government Entities) 2003.

#### 4.4 Camping/Living Away from Home Allowances

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

- a) Where Council is unable to supply Award conditions for accommodation, a camping allowance of \$159.00 per night, (for the life of the Agreement), will be paid in lieu of the camping allowance specified in any Award Schedule or Section or allowances contained in sub clause d) of this clause.
- b) Subject to clause 4.4(a):
  - i. For planned major construction activities covering extended periods of time, then Council will supply tents, water, refrigeration and electricity.
  - ii. 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.
- c) To be clear, in all cases, an employee in receipt of this allowance will be responsible for the provision of all meals and food.

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.

- d) Where an employee is required to work away and is unable to stay at their normal place of residence, and Council has arranged to meet the cost of accommodation, meals and transport, the employee is eligible for \$24.00 per night for incidental expenses. This allowance will be indexed annually to positive movements in the Consumer Price Index (CPI) (CPI is defined as the All Groups CPI Brisbane percentage change over the preceding twelve (12) months to the June quarter prior to the pay increase). The index does not apply to camp allowance as per sub section (a) of this clause.

- e) Where an employee is required to travel to and stay in Coen or another Shire township where Council provides accommodation facilities, and the employee is required to supply their own bedding (e.g. sheets, pillow, or swag) and provide their own food, the employee will be paid an allowance of \$115.00 per night.

This allowance is inclusive of incidentals and replaces any entitlements under Council's Travel Booking Process and Reimbursement of Travel Expenses Administrative Instruction. An employee receiving this allowance must ensure the accommodation is left in a clean and tidy condition prior to departure.

#### **4.4.1 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) General and Living Allowance

An employee covered by this Agreement will be paid a combined General and Living Allowance of \$37.75 per week. This allowance replaces the previous General Allowance of \$7.75 per week and the Living Allowance of \$20.60 per week.

- b) Tool Allowance

A tool allowance of \$24.94 per week will be paid to an employee who is required to supply and use their own tools in the performance of their duties. This allowance will be increased by the percentage pay increases in Clause 4.1 of this Agreement.

- c) Council Rubbish Utility

- i. The allowance in subclauses (ii) and (iii) is payable for the actual hours worked performing the specified duties, as approved by the employee's supervisor.
- ii. An employee who is required to drive the Council rubbish utility will be paid an allowance of \$3.45 per hour, for the period they are engaged in rubbish collection duties.
- iii. An employee who attends to rubbish bins at other locations, including while travelling to and from those locations, will be paid an allowance of \$3.45 per hour for the time actually spent performing those duties.

- d) Dead Animal Allowance

An employee who is required by Council to remove dead animals will be paid an allowance of \$3.63 per hour for the period they are engaged in performing this work.

- e) Unpleasant Conditions Allowance

An employee engaged in work involving any of the following duties will be entitled to the Unpleasant Conditions Allowance at the rate of \$15.00 per week, for each week in which such duties are performed:

- i. Cleaning toilets and toilet facilities that are heavily soiled and cannot be adequately cleaned by the agreed standard procedure; or
- ii. Working on plant required to be repaired in the immediate vicinity of the waste disposal facility, or on plant that normally operates at the waste disposal facility, irrespective of the plant's location at the time of repair; or
- iii. Undertaking mowing, whipper snippering, or similar outdoor maintenance activities where, in the course of duties, the employee's clothing becomes soiled by animal excrement or other unpleasant substance.

The employee may be required to provide substantiation of the claim, including photographs or other reasonable evidence, for the purpose of supervisor verification.

Payment of the allowance is subject to the supervisor's approval of the claim through the timesheet process. An employee claiming clause 4.4.1(e) shall not be entitled to any additional payments for the same or similar reasons.

f) Working in the Rain

An employee must not perform work in the rain or during adverse weather conditions where it is unsafe to do so, as determined by the supervisor. The decision to cease or continue work must take into account safety considerations, including but not limited to visibility, electrical hazards, slippery surfaces, and the risk of injury.

Where it is assessed as safe and necessary for work to continue in the rain, appropriate personal protective equipment (PPE) must be worn, and the provisions of clauses 4.4.1(f)i–ii will apply.

- i. An employee required to perform work in the rain and by doing so gets their clothing wet, the employee shall be paid double rates for all time worked, while the clothing is wet. This payment shall continue until the employee finishes work, until their clothing dries or until they are able to change into dry clothing, whichever occurs first.
- ii. An employee claiming clause 4.4.1(f)i. shall not be entitled to any additional payments e.g. wet places or working in water.

g) Higher Duties/Mixed Functions

An employee required to work in a higher classification level, the following will apply:

- i. Where an employee is to be absent from work and their duties require another employee to temporarily act in their role, prior approval from the supervisor or manager must be obtained before any employee undertakes the higher duties. Payment for higher duties will only apply where such approval has been given.
- ii. For less than two (2) hours in total in any one (1) day, the employee shall be paid at the higher classification level for the time spent performing higher duties.
- iii. For more than two (2) hours in total in any one (1) day, the employee shall be paid the higher classification level for the day.

The allowances in 4.4.1 (a) to 4.4.1 (b) to be paid to employees whilst on annual leave.

#### 4.4.2 On-Call and Remote Response

- a) An allowance of \$60.00 per day will be paid to an employee who is required to be on-call in addition to the following:
  - i. If an employee is required to leave home while in receipt of an on-call 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 three (3) hours. Any subsequent requirement to perform work away from home which occurs within the initial three (3) hour time period, and which does not extend beyond the three (3) hour time period, will not be subject to any further payments.
  - ii. If the employee is called upon to perform emergency work remotely or from home, all work performed will be paid at the prescribed overtime 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.
  - iii. If an additional employee is called out to assist with the work then clause 4.4.1(a)i. will apply, in respect of that employee.
- b) Managers must ensure that, whenever possible, the on-call roster is evenly distributed to avoid consistent rostering of on call to allow employees appropriate rest breaks.

#### **4.4.3 Meal Allowance**

A meal allowance of \$26.00 shall be paid to employees when undertaking planned overtime.

This clause is to be read in conjunction with:

- clause 13.2 of the Queensland Local Government Industry (Stream B: Division 2, Section 3) Award – State 2017;
- clause 16 of the Queensland Local Government Industry (Stream B: Division 2, Section 4) Award – State 2017;
- clause 16.2 of the Queensland Local Government Industry (Stream B: Division 2, Section 5) Award – State 2017;
- clause 13.18 of the Queensland Local Government Industry (Stream C: Division 2, Section 1) Award – State 2017; and
- clause 13.16 of the Queensland Local Government Industry (Stream C: Division 2, Section 2) Award – State 2017.

This allowance will be indexed annually to positive movements in the Consumer Price Index (CPI). (CPI is defined as the All Groups CPI Brisbane percentage change over the preceding twelve (12) months to the June quarter prior to the pay increase).

## **PART 5 – HOURS OF WORK**

### **5.1 Work Hours**

All full time employees will work an average of 76 hours per fortnight, over a nine (9) day fortnight, in accordance with clause 5.2.

Special circumstances and operational requirements may arise where alterations to work hours and how those hours are worked may be negotiated between an employee (or group of employees) and Council under a flexible work arrangement, in accordance with the *Industrial Relations Act 2016 (Qld)*. Approval of such arrangements by Council would be subject to the arrangement not prejudicing the efficient operations of the Council's business or resulting in additional cost.

### **5.2 Nine (9) Day Fortnight Roster**

Full time employees covered by this Agreement will work a nine (9) day fortnight roster by default.

### **5.3 Overtime and TOIL**

An 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. The parties agree that the maximum amount of TOIL to be accumulated will be 200 hours. However, for operational purposes, alternate arrangements for TOIL may be agreed to in a Local Work Area Agreement.

An employee will be able to cash out their TOIL at any time throughout the year, with their supervisor's approval. The parties agree that accrued TOIL will be paid in full to the employee by 31 May 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.

### **5.4 Meal and Tea Breaks**

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

- (a) Morning and afternoon tea breaks may be combined so as to form one (1) break of one half-hour duration in the morning.
- (b) 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.
- (c) Tea breaks and meal breaks out of town will be on the job.
- (d) Travel for tea breaks and meal breaks taken outside of areas as defined in clauses 5.4(b) and (c), 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.

## **PART 6 – STATUTORY HOLIDAYS, LEAVE**

### **6.1 Annual Leave**

Annual leave will be accrued at the rate of five (5) weeks' per year, for a full-time employee, and on a pro-rata basis for a part-time employee, in accordance with the relevant Award.

### **6.2 Personal Leave**

An employee will be entitled to 15 days of personal leave per annum for a full-time employee and on a pro-rata basis for a part-time employee.

An employee who becomes ill on their Rostered Day Off (RDO) shall not be entitled to claim personal leave.

If an employee becomes ill while on approved annual leave or long service leave:

- a) The employee may apply to have the period of illness reclassified as personal leave.
- b) The illness must be supported by a medical certificate from a qualified medical practitioner.
- c) The certificate must state that the employee was incapacitated and would be unfit to perform normal duties for at least five (5) consecutive days.
- d) Where approved, the equivalent number of days will be:
  - i. Debited from the employee's personal leave entitlement; and
  - ii. Credited back to the employee's annual or long service leave entitlement.

2. In addition to the provisions of Division 6, Part 3 of the Queensland Employment Standards (QES), as contained in the *Industrial Relations Act 2016 (Qld)*, an employee's accumulated personal leave entitlements are preserved when:
  - (i) the employee is absent from work on unpaid leave granted by Council;
  - (ii) Council or the employee terminates the employee's employment and the employee is re-employed by the same employer (Council) within three (3) months;
  - (iii) the employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer (Council) without having been employed in the interim.

### **6.3 Personal 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:

- a) The personal leave balance must be greater than 494 hours = three (3) months of personal leave or equivalent part-time.
- b) The personal leave balance must be greater than the starting balance for the financial year (an employee must have accrued more hours in that year than used).
- c) The year ending balance is greater than 494 hours = three (3) months of personal leave or equivalent part-time.

#### **Program**

- The program will run over the course of each financial year – 1 July to 30 June.
- Payments will be made once yearly within the pay period which falls on 30 July of each year.
- Payments are subject to normal taxation requirements.
- An employee must retain a balance of 494 hours or equivalent part-time.
- An eligible employee is entitled to cash out the annual personal leave accrual equivalent to five (5) days and must adhere to the minimum balance of 494 personal leave hours or equivalent part-time.

**To request a cash-out:**

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

**6.4 Long Service Leave**

An employee will be eligible for 13 weeks of long service leave after 10 years of service. An employee will be entitled to access long service leave on a pro-rata basis after seven (7) years of service. An employee is not entitled to cash out their long service leave prior to 10 years of service.

The Council and an employee may agree that the employee may be paid part of their entitlement to long service leave (after 10 years of service), 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.

An employee may not be paid an entitlement to long service leave which would see their leave balance fall below four (4) weeks. In the event that an employee is made redundant, long service leave accrued will be paid notwithstanding the period of service being less than seven (7) years.

Portability of long service leave entitlements for local government employees is provided for in Chapter 8, Part 3, Division 2 of the *Local Government Regulation 2012 (Qld)*.

**6.5 Bereavement Leave**

In addition to the provisions of the QES, an employee, other than a casual employee, is entitled to up to five (5) days bereavement leave on full pay on each occasion when:

- a member of the employee's immediate family or household (defined below), dies; or
- the employee, or the employee's spouse, is pregnant and the pregnancy ends other than by the birth of a living child.

Bereavement leave will be paid as ordinary hours and will not be deducted from any other leave entitlements.

For the purposes of bereavement leave, an employee's immediate family, or member of the household, shall mean:

- the employee's spouse;
- a child, ex-nuptial child, step-child, adopted child, foster child, ex-foster child, parent, grandparent, grandchild or sibling of the employee or employee's spouse; or
- Spouse includes a former spouse, a defacto spouse, or a former defacto spouse.

**6.6 Parental Leave**

An employee, other than a casual, eligible for:

- long birth-related leave, long adoption leave, long surrogacy leave, or long cultural parental order leave ('long parental leave'), as the primary carer of the child/ren; or
- short birth-related leave, short adoption leave, short surrogacy leave, or short cultural parental order leave ('short parental leave'),

in accordance with the *Industrial Relations Act 2016* (Act), will be entitled to take up to 52 weeks of unpaid parental leave and may apply for consideration of an extension in accordance with the Act.

Parental leave referred to in this clause refers to paid and unpaid leave.

Any paid parental leave under this clause is in addition to the Federal Government's Paid Parental Leave Scheme.

#### **6.6.1 Paid Parental Leave**

An employee, other than a casual, eligible for long parental leave and who has 52 weeks of continuous service with Council at the time of the birth (including surrogacy) or placement of the child/ren, will be entitled to access eight (8) weeks of paid parental leave.

Unless otherwise agreed by Council, paid parental leave will be taken at the commencement of parental leave, which can be no later than from the birth (including surrogacy) or placement of the child/ren.

At the request of the employee, the eight (8) weeks of paid parental leave can be made as half payments for a period equal to 16 weeks.

#### **6.6.2 Paid Partner Leave**

An employee, other than a casual, eligible for short parental leave and who has 52 weeks of continuous service with Council at the time of the birth (including surrogacy) or placement of the child/ren, will be entitled to one (1) week paid partner leave.

Unless otherwise agreed by Council, this paid partner leave will be taken at the time of the birth (including surrogacy) or placement of the child/ren.

An employee is not entitled to access both paid parental leave and paid partner leave.

At the request of the employee, the one (1) week paid partner leave can be made as half payments for a period equal to two (2) weeks.

#### **6.6.3 Relocation Due to Birth**

In recognition of the unique challenges faced by employees in rural and remote areas, where medical services may necessitate relocation to another major centre for childbirth, an employee is entitled to use their paid parental leave and paid partner leave for this purpose.

Where relocation to another major centre is required for the birth of a child, an employee may access up to four (4) weeks of their Paid Parental Leave entitlement, or up to one (1) week of their Paid Partner Leave entitlement, prior to the birth. This early access is not an additional entitlement, but allows part of the existing paid leave to be used in advance to support relocation needs. The remaining balance of the leave entitlement will be taken following the birth or placement of the child.

This paid leave is intended to assist with the costs and challenges associated with relocation and ensures that an employee can support their family during this critical time without the added burden of unpaid leave.

If relocation is required, the employee should inform their supervisor as soon as practicable, providing details of the necessary relocation and expected duration.

#### **6.6.4 Conditions of Paid Parental and Partner Leave**

The period of paid parental and partner leave is payable once only in connection with each birth or adoption of a child/ren to an employee or employees of Council.

A part-time employee is entitled to paid parental or partner leave on a pro-rata basis of the average weekly hours for the preceding 12 months, prior to accessing the leave.

For the purposes of this clause, if the pregnancy of an employee terminates, other than by birth of a living child after 20 weeks gestation, the employee is entitled to the parental leave or partner leave that they would have been entitled to, if the child had been born living.

In the case of stillbirth or infant death, an eligible employee will not lose their entitlement to paid parental or partner leave. It will be provided as paid compassionate leave.

Appropriate evidence and notice of the requirement to access Parental Leave or Partner Leave may be requested by Council, in accordance with the evidence requirements for parental leave under the Act.

## **6.6.5 Additional Support Measures Upon Returning to Work**

Upon receipt of an application from an employee returning to work following the birth or adoption of a child/ren, the employer will provide adequate, clean and safe facilities for lactation, feeding and changing.

## **6.7 Military Leave**

Military leave will be granted to an employee up to 10 days per year, non-cumulative. Council will make up any shortfall between Defence Force payment and Council wages.

## **6.8 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 (DFV).

Council will not take adverse action or discriminate against an employee who is, or is perceived to be, experiencing DFV or has disclosed an experience of DFV.

Please refer to the Domestic and Family Violence Administrative Instruction for further details, that outlines workplace strategies to protect employees impacted by DFV, support available to employees and Council's commitment to maintaining the confidentiality and privacy of employees experiencing DFV.

### **6.8.1 Paid Domestic and Family Violence Leave**

Paid Domestic and Family Violence Leave is provided by the Queensland Employment Standards (QES). This clause supplements the QES.

In addition to the entitlement under the QES (10 days), an employee is entitled to an additional five (5) days paid Domestic and Family Violence Leave per year (non-cumulative), in accordance with Council's Domestic and Family Violence Administrative Instruction.

## **6.9 Natural Disaster Leave**

An employee unable to attend work as a result of a declared natural disaster, or where the CEO has deemed an event to be a natural disaster/localised weather event, may be granted up to a maximum of three (3) days paid Natural Disaster Leave per year (non-cumulative).

Natural Disaster Leave is available to an employee under the following conditions and/or circumstances upon the declaration of a natural disaster situation affecting Cook Shire or where the CEO has deemed an event to be a natural disaster/localised weather event:

Where an employee is prevented from being able to work or is required to leave or remain away from the workplace in order to:

- (a) ensure protection of family, property and livestock;
- (b) secure their residence and belongings;
- (c) undertake temporary or emergency repairs; and/or
- (d) clean up to restore a dwelling to a habitable state.

They have advised, as soon as reasonably practicable, their supervisor of the circumstances.

Paid leave under this clause would only apply where the employee is:

- i. unable to report to work at any of Council's depots or offices to perform their required or alternative duties, or attend training; or
- ii. unable to work remotely (e.g. from home); or
- iii. where continuing to work would be inadvisable due to Work Health and Safety considerations or in accordance with the *Work Health and Safety Act 2011 (Qld)*, where applicable.

Where an employee is directed to work at a work location other than their usual place of work, due to a declared natural disaster or other localised weather event approved by the CEO, the employee will be entitled to claim a motor vehicle allowance for the distance between the normal place of business and the alternative work location. Any additional time spent travelling to the alternative work location should be done during the employee's ordinary hours, unless otherwise directed by Council. In circumstances where the additional travel must occur outside the employee's ordinary work hours, such additional time shall be paid at ordinary time.

#### **6.9.1 Special Natural Disaster Leave**

Where an employee is required by Council to continue working during a declared event, and where that employee works greater than six (6) days' continuously, the employee will be granted two (2) days of Special Natural Disaster Leave.

Special 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.

An employee is 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.

#### **6.10 Pandemic Leave**

In accordance with Queensland Health Directions, where an employee is required to take time away from work as a result of being in contact with an illness or being ill, as a result of a declared pandemic, that employee will be able to access Pandemic Leave of up to five (5) days (non-cumulative), in addition to any other leave entitlement. Council reserves the right to request sufficient evidence to satisfy Council of the employee's requirement to access Pandemic Leave.

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

#### **6.11 Cultural or Religious Leave**

Recognising that cultural diversity enriches the workplace and supports Council's commitment to equal opportunity and anti-discrimination:

- a) An employee will be given reasonable opportunities to meet the spiritual and cultural requirements of their culture.
- b) Where this involves time away from work, employees may access their available leave entitlements.

#### **6.12 Leave Without Pay**

Leave without pay, for special circumstances, will be available to all employees at the discretion of the CEO, or delegate. Such leave will not constitute a break in the continuity of service of the employee.

Leave without pay will only be applied where all other accrued leave entitlements, including TOIL and RDOs, have been exhausted.

#### **6.13 Training and Development**

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;
- b) providing employees with career opportunities through appropriate structured training based on relevant nationally recognised accredited competencies and curriculum; and
- c) carrying out annual employee appraisals and consultation.

A training and development program shall be developed to embrace multi-skilling and teamwork in consultation with the JCC, 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 support employees to attend courses, seminars and other approved development activities which:

- meets identified organisational development needs;
- relates directly to the employee's work area;
- provides skills relevant to the employee's career paths; or
- is required to maintain professional or trade credentials.

#### **6.14 Study Leave/Workshops**

In Cooktown – where study is undertaken or attendance at a workshop or training session is required at Council's request, or with Council's approval, and occurs outside normal working hours, the following entitlements will apply:

- a) Where the course or activity 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 CEO, or delegate;
- b) Where the course does not have a direct bearing on the employee's current position but is considered to provide some benefit to Council, Council will pay all associated fees.

Outside Cooktown – where study is undertaken, or attendance at a workshop or training session is required at Council's request outside normal working hours, Council will pay all fees, accommodation, meals and transport costs, plus the current rate for incidental expenses as provided in the Administrative Instruction - Travel Booking and Reimbursement of Travel Related Expenses. Equivalent time off at single time rate will also be granted, as approved by the CEO, or delegate.

#### **6.15 Travelling Time – Mandatory/Statutory Training/Meetings/Workshops**

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.

#### **6.16 Training Attendance and RDO**

In recognition of Council's commitment to training and development of employees, as well as the significant expense and difficulty in accessing suitable trainers to attend site, Council and employees agree to provide reasonable flexibility in relation to rostered days off (RDO) to facilitate attendance at scheduled training for professional development and safety compliance.

Where training is scheduled on an employee's RDO, and no less than four (4) weeks of notice of the training has been provided, the employee may agree to move their RDO to the following working day, or to an alternate day within the same pay period, in order to attend the scheduled training. In this circumstance, the employee will be paid at their ordinary time for the day of training. An employee retains the option to decline to move their RDO for any reason, provided the decision is communicated within the notice period set out in this clause.

## PART 7 – REDUNDANCY

### 7.1 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.

Consultation will occur with employees and Unions in accordance with the processes established in Clause 2.3 Consultation and Workplace Change Notification 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 of existing vacancies into which impacted employees may be redeployed, 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 determined. 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 limited impact on continuity of operations or budget.

Employees who are in roles affected by the proposed changes undertake to accept redeployment to any suitable alternative vacant position, that may become vacant as an outcome of a voluntary redundancy process. Suitability of a position will be determined as positions that are at the same classification or comparable level and are within the scope of the employee's experience, skills, training and capabilities.

Where redeployment at the same level is not available, and an employee accepts redeployment to a lower paid position, the appointment will be made at the highest incremental point within the appointed level (if applicable), and the employee's ordinary rate of pay, prior to redeployment, will be maintained for a period of six (6) months.

An employee who accepts redeployment to a lower paid position may elect, at the time of transfer, to be paid out:

- a) all or part of their accrued entitlement to long service leave at their substantive level; and/or
- b) all or part of their accrued annual leave at their substantive level, whilst maintaining at least four (4) weeks of accrued annual leave balance as per the QES.

During the six (6) months' salary maintenance period, the employee will be provided reasonable access to training and development, to assist in obtaining skills and knowledge to apply for vacant positions at Council, as they arise. Approval of training will be considered on the basis of relevance of the specific training, operational requirements and reasonable cost to Council.

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

#### 7.1.2 Redundancy Entitlement

Council agrees to pay the following over and above entitlements as per the QES:

- From one (1) year of service to not more than five (5) years of service, add an additional two (2) weeks of redundancy pay to each level.
- From more than five (5) years of service to not more than nine (9) years of service, add three (3) weeks of redundancy pay to each level.
- For more than nine (9) years of service, add four (4) weeks of redundancy pay to each level.

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 years but not more than 3 years	6 weeks	8 weeks
At least 3 years but not more than 4 years	7 weeks	9 weeks
At least 4 years but not more than 5 years	8 weeks	10 weeks
At least 5 years but not more than 6 years	9 weeks	12 weeks
At least 6 years but not more than 7 years	10 weeks	13 weeks
At least 7 years but not more than 8 years	11 weeks	14 weeks
At least 8 years but not more than 9 years	12 weeks	15 weeks
At least 9 years but not more than 10 years	13 weeks	17 weeks
At least 10 years but not more than 11 years	14 weeks	18 weeks
At least 11 years but not more than 12 years	15 weeks	19 weeks
More than 12 years	16 weeks	20 weeks

## **PART 8 – UNION MATTERS**

### **8.1 Union Related Matters**

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

### **8.2 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.

### **8.3 Union Delegate Training Leave**

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

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

Application for this leave must be made at least one (1) month prior to the commencement of the leave.

An employee accessing this leave will only be paid the ordinary hours of pay 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 five (5) days of paid leave in a calendar year, a Union Delegate may apply to the Council's CEO for additional unpaid leave or access other accrued leave entitlements in addition to the five (5) days of paid leave. Applications for this additional leave will not be unreasonably withheld.

### **8.4 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 the relevant Council policies and the Code of Conduct.

The Union Delegate will be provided with a noticeboard or portion of a noticeboard 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.

Where there is a requirement for a Union Delegate to participate in a conference or hearing before an Industrial Tribunal, the Union Delegate will be provided paid time off during their ordinary hours of work, to support their attendance. Council will not be required to pay overtime or other costs associated with the Union Delegate's attendance. The parties agree that where attendance in person would require travel, unless exceptional circumstances, approved by the CEO or delegate exist, attendance will occur via teleconference or video conference. Approval of attendance at an Industrial Tribunal matter will be subject to reasonable notice and operational requirements.

### **8.5 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.

## APPENDIX A: PAYROLL CODES - ALLOWANCES

CODE	NAME OF ALLOWANCE	RATE	DESCRIPTION OF ALLOWANCE
FEDC: N#	Camp Allowance	\$159.00	Council unable to supply Award conditions for accommodation. See clause 4.4(a).
	Incidental Allowance per night (not a Payroll Code – paid via Accounts Payable).	\$24.00	Employee works away and Council meets costs of accommodation etc. See clause 4.4(d).
CEO: N#	Overnight Coen Allowance	\$115.00	Council provides accommodation in Coen. Allowance for supplying own bed linen and food. See clause 4.4(e).
GLA: F#	General and Living Allowance	\$75.50	The Living Allowance incorporates the General Allowance and the Living Allowance. See clause 4.4.1(a). Payable during Annual Leave.
TOOL:W^	Tool Allowance	\$24.94	Employee supplies and uses own tools. See clause 4.4.1(b). Payable during Annual Leave.
RUBB:H#	Council Rubbish Utility	\$3.45	Drives Council Rubbish Utility. See clause 4.4.1(c)ii.
RUBO:H#	Attending to Rubbish Bins	\$3.45	Attending to rubbish bins at other locations and travelling to/from those locations. See clause 4.4.1(c)iii.
DARA:H#	Dead Animal Allowance	\$3.63	Employee nominated for the removal of dead animals, while engaged in performing this work. See clause 4.4.1(d).
UPC:W#	Unpleasant Conditions Allowance - Toilets & Toilet Facilities heavily soiled beyond standard procedure - Repairing plant in immediate vicinity of waste facility - Soiling of clothing through animal excrement during mowing etc	\$15.00	For each week the duties are performed. See clause 4.4.1(e)i-iii. Evidence may be required.
WET:H#	Working in the Rain	Paid at penalties	While clothing is wet. See clause 4.4.1(f)i-ii. No additional payment e.g. wet places or working in working is claimable.
ONCFE: D#	On Call	\$60.00	On Call. See clause 4.4.2(a).
ASUM: I^	Meal Allowance	\$26.00	When undertaking planned overtime. See clause 4.4.3.

(The above to be read in conjunction with the Allowances Legend)

**Allowances Legend:**

CODE: F = fortnightly allowance  
CODE: W = weekly allowance  
CODE: H = hourly allowance  
CODE: D = daily allowance  
CODE: N = nightly allowance  
CODE: I = per incident

\* The allowance may be subject to the Annual State Wage Case and will be adjusted according to the rate provided by QIRC on 1 September each year.

# The allowances are not subject to an increase during the period of the Agreement.

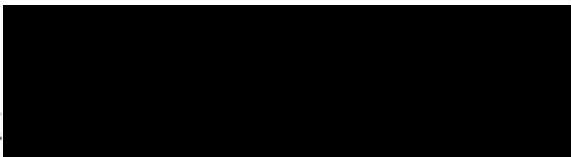
@ The allowances are not subject to CPI.

^ The allowance forms part of the Agreement and is increased in line with CPI (if applicable).

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

13/333 Adelaide Street, Brisbane QLD 4000

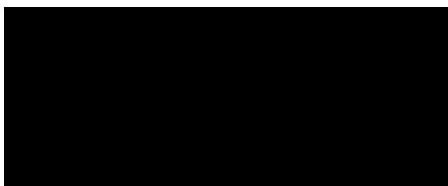
In the presence of:



Signature

Stacey Lee Schinnerl

Name in full



Melinda Chisholm JP Reg. No: 111924

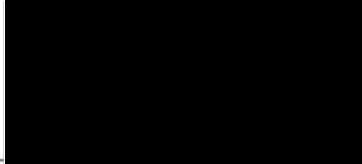
Name in full

27<sup>th</sup> November 2025

Date

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

In the presence of:

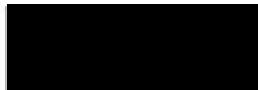


\_\_\_\_\_

Signature

PAUL DUNBAR

Name in full



\_\_\_\_\_

Signature

Emma Eaves

Name in full

28/11/2025

Date

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

In the presence of:

Signature

Gary O'Halloran

Name in full

Signature

Shari Charrington

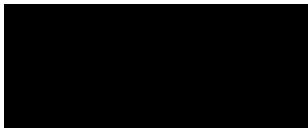
Name in full

28/11/2025

Date

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

In the presence of:



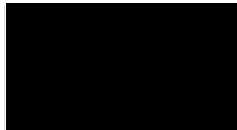
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Signature

**Rohan Webb (AMWU State Secretary QLD & NT)**

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Name in full



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Signature

**Melissa McAllister (AMWU Assistant Research Officer)**

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Name in full

2 December 2025

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Date

**Signed for and on behalf of: The Electrical Trades Union of Employees Queensland (ETU)**

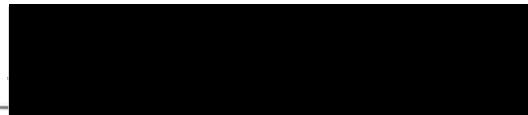
~~In the presence of:~~

Sign

PETER JOSEPH ONG

(State Secretary)

Name in full



Signature

BARRY GENE TOMKINSON

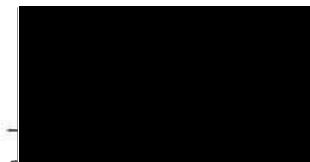
Name in full

24/11/2025

Date

Signed for and on behalf of: Cook Shire Council

In the presence of:



Signature

Kyle Snath JP(QPQ)



Brian William Joiner

Name in full

21 NOVEMBER 2025

Date