QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Cassowary Coast Regional Council

AND

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

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

The Australian Workers' Union of Employees, Queensland

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

Queensland Services, Industrial Union of Employees

Plumbers & Gasfitters Employees' Union Queensland, Union of Employees

(*Matter No. CB*/2023/114)

CASSOWARY COAST REGIONAL COUNCIL CERTIFIED AGREEMENT 2023

Certificate of Approval

On 3 November 2023, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act* 2016:

Name of Agreement: CASSOWARY COAST REGIONAL COUNCIL CERTIFIED AGREEMENT 2023

Parties to the Agreement:

- Cassowary Coast Regional Council;
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees;
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
- The Australian Workers' Union of Employees, Queensland;
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees
- Queensland Services, Industrial Union of Employees.

Operative Date: 3 November 2023

Nominal Expiry Date: 30 June 2026

Previous Agreement: Cassowary Coast Regional Council Certified Agreement 2019

Termination Date of Previous Agreement:

3 November 2023

By the Commission

J.W. MERRELL Deputy President 3 November 2023





QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016 – Certification of an Agreement

Cassowary Coast Regional Council Certified Agreement 2023



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- **1.1** This Agreement shall be known as the Cassowary Coast Regional Council Certified Agreement 2023.
- 2. Date and Period of Operation
- 2.1 This Agreement will commence from the date of certification of the Agreement by the Queensland Industrial Relations Commission and shall remain in force until 30 June 2026.
- **3.** Definitions

IR Act: Industrial Relations Act 2016 Qld

- **4.** Application
- 4.1 This Agreement shall apply to Cassowary Coast Regional Council (Council) and all employees (other than those specified in clause 4.2 below), including trainees and apprentices, employed by Council during the life of this Agreement who shall be employed in accordance with the terms of this Agreement.
- **4.2** This Agreement shall not apply to the employment of the Chief Executive Officer, Directors and Managers employed pursuant to a written contract of employment where:
 - (a) The contract of employment states that the Agreement 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 Agreement.
- **5.** Relationship to Parent Awards
- **5.1** This Agreement shall be read and applied wholly in conjunction with the terms of the following Awards:
 - (a) Queensland Local Government Industry (Stream A) Award State 2017 (Stream A Award)
 - (b) Queensland Local Government Industry (Stream B) Award State 2017 (Stream B Award)
 - (c) Queensland Local Government Industry (Stream C) Award State 2017 (Stream C Award)

collectively referred to as the 'Parent Awards'

provided that where there is any inconsistency between this Agreement and the Parent Awards, this Agreement shall prevail to the extent of that inconsistency.

6. Parties Bound

- **6.1** The parties to the Agreement are:
 - (a) Cassowary Coast Regional Council and
 - (b) The Australian Workers' Union of Employees, Queensland;
 - (c) Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees' Queensland;
 - (d) Plumbers and Gasfitters Employees' Union, Queensland, Union of Employees;
 - (e) Construction Forestry Mining and Energy Industrial Union of Employees, Queensland:
 - (f) Queensland Services, Industrial Union of Employees;
 - (g) The Association of Professional Engineers, Scientists and Managers Australia, Queensland Branch Union of Employees'.

7. Commitment to Collective Bargaining and Renegotiation

- 7.1 The parties to this Agreement are committed to bargain collectively in respect of employees whose terms and conditions are covered by the Parent Awards.
- 7.2 The parties undertake to commence discussions for renegotiation of this Agreement no later than three (3) months prior to the expiry date of this Agreement, and intend to finalise negotiations for a new Agreement by one (1) month prior to the expiry date and submit the replacement Agreement to the Queensland Industrial Relations Commission for certification. In the event that the new Agreement is not finalised within this period the existing Agreement will continue to operate.

8. Aims and Objectives of the Agreement

- 8.1 The parties commit to a constructive culture and workforce able to achieve Council's strategic and operational plans. This Agreement is designed to give Council and its employees the tools and flexibilities to achieve that.
- 8.2 The parties are supportive of taking action to ensure that individual and team performance supports these aims. Council and its employees are 'Better Together' and will work together to make Council sustainable and the Cassowary Coast a great place to be.
- **8.3** A constructive culture means that our behaviours and actions demonstrate that we are focused on achievement, take responsibility for our own learning and development, work with, and support and encourage each other, to achieve. We will recognise constructive behaviour and 'call out' behaviours that are not constructive in a respectful and positive manner, assisting us to work better together and provide a great customer experience.
- **8.4** We will focus our energy and resources on the things that matter and actively support changing styles, work practices and behaviours that are constructive. The outcome of this approach is that we achieve our results with efficiency.
- **8.5** Council's key success and sustainability results are underpinned by three strategic themes:
 - (a) A great customer experience.
 - (b) Sustainable Management of our Assets.
 - (c) Economic Activation for our region.
- **8.6** The parties recognise that for our ongoing achievements to remain relevant to our customers, community and region, we must remain agile and adaptable to the

changing expectations and the environmental factors that influence our performance against those expectations.

- **8.7** Through this Agreement the parties are committed to:
 - (a) Maintaining healthy and safe practices;
 - (b) Promoting a harmonious and productive work environment through ongoing cooperation and consultation;
 - (c) Eliminating ineffective and inflexible work arrangements inconsistent with the provision of a great customer experience, sustainable management of our assets and economic activation for our region;
 - (d) Ensuring that a great customer experience is provided, complimented by quality and reliability;
 - (e) Achieving a culture where employees are provided with recognition for a job well done and achievement of results;
 - (f) Enabling employees to access relevant training, development and provide supportive coaching so they grow and utilise a broad range of skills and competencies;
 - (g) Employees taking accountability for their own futures, enhancement of employment security, their own learning and development and career opportunities;
 - (h) Achieving continuing improvements in productivity and efficiency;
 - (i) Improving the competitiveness of Council's workforce; and
 - (j) Providing greater flexibility in workplace practices (subject to appropriate qualifications and competency for safe work) and align working hours to business and operational needs to facilitate improved efficiency, productivity, a great customer experience, sustainable management of our assets and economic activation for our region.
- **8.8** Managers, unions and employees are committed to cooperate and utilise consultative processes to ensure these objectives are achieved, and a constructive Council workforce exists across the region.

9. No Extra Claims

- 9.1 The Parties agree that this Agreement resolves all claims and issues and that no extra claims will be made, including for further wage or salary increases during the life of this Agreement, except where consistent with a State Wage Case decision where Allowances are varied.
- 9.2 If, prior to the expiry of this Agreement, the terms of relevant Parent Awards or legislated employment conditions are varied in any way which would have application to Council or its employees beyond those resulting from this Agreement, the parties will consult to clarify the potential impact of any Award variations or legislated employment conditions applicable to Council or its employees, and identify actions which will mitigate against any impact on Council or its employees. This may include reference to the Queensland Industrial Relations Commission.

PART 2 – DISPUTE RESOLUTION

10. Dispute Resolution

10.1 The parties will adopt and follow the dispute resolution process contained in the Parent Awards as set out in Schedule A to this Agreement.



11.1 Full Time Employee

- **11.1.1** An ongoing full time employee is one who works the "ordinary hours" for an employee in that occupation and who is not classified as a casual or maximum/fixed term (temporary) employee. "Ordinary hours" is defined in the relevant Parent Award pertaining to each employee.
- **11.1.2** Full Time employment does not include part time, casual or maximum/fixed term (temporary) as defined in this Agreement.

11.2 Part Time Employee

- 11.2.1 An ongoing part time employee is one who works a lesser number of hours than full time work but works a regular number of hours in a given period and is paid at the ordinary hourly rate. The normal benefits of full time work apply to part time employees, but all accrue on proportional terms. The RDO entitlement is not available to part time employees.
- **11.2.2** At the time of engagement, Council and the employee will agree in writing on a pattern of work (i.e. specific days and/or hours to be worked) relevant to the position.
- 11.2.3 Part time employees will be paid at ordinary time when they agree to work additional hours up to the ordinary hours of a full time employee. Overtime will apply after exceeding the applicable ordinary hours per week in the same way that it applies to a full time employee unless the employee has been directed to work the additional hours.
- **11.2.4** A part time employee may refuse, and Council may not attempt to force a part time employee to work any hours over and above their normal part time hours in circumstances that would be unreasonable having regard to:
 - (a) Any risk to the employee's health and safety;
 - (b) The employee's personal circumstances including family responsibilities;
 - (c) The needs for the workplace or enterprise;
 - (d) The notice (if any) given by Council of the additional hours and by the employee of his or her intention to refuse it;
 - (e) Any other relevant matter.

11.3 Casual Employee

- 11.3.1 Casual employment may be defined as employment for fewer hours than the normal full time working week, usually in a non-regular pattern and is defined in the Parent Awards. In some cases, casual employees work full time hours. Casual employees are not full time or part time employees. They do not accrue the same benefits, such as annual leave, long service leave and payment for public holidays. Casual employees receive a loading to compensate for the absence of such benefits.
- **11.3.2** The minimum period of each engagement is as per the applicable Parent Award.

11.4 Maximum/Fixed Term (Temporary) Employee



11.4.1 A maximum/fixed term (temporary) employee is one employed under a contract that operates for a specific period of time, such as parental leave relief positions for example. The period is decided upon by agreement between the parties before the employee commences work. At the end of the specified time period, the contract comes to an end and employment is automatically terminated.

12. Redundancy Provisions

12.1 Introduction

- **12.1.1** Where organisational, technological or change in business or trading activity occurs, Council will, as early as possible, consult affected employees and their representatives regarding measures to avert, minimise or mitigate the numbers and adverse effects of any proposed redundancies on the employees concerned.
- 12.1.2 In circumstances where an employee's role has become redundant for any reason, the employee and where applicable their representative, will be consulted regarding potential for retraining and opportunities for redeployment to a suitable alternative role in Council within a reasonable timeframe. The employee may be offered an alternate role on a temporary or trial basis, especially where it is considered there is potential for a suitable role to become vacant.
- **12.1.3** Redundancy will occur when Council makes a definite decision that the job the employee has been doing is no longer required, there are no alternate duties or employment available with Council and that decision leads to the termination of employment of the employee, except where this is due to the ordinary customary turnover of labour.

12.2 Transfer to lower paid duties

12.2.1 When an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and Council may at the Council's option, make payment in lieu of an amount equal to the difference between the former ordinary rate of pay and the now ordinary time rate for the number of weeks of notice still owing. When an employee accepts redeployment to a position that is a lower classification level than their previous classification level, Council agrees to pay the employee's accrued entitlements up to the date of the change at the pre-income maintenance rate of pay.

12.3 Severance Pay

12.3.1 An employee whose employment is terminated by reason of redundancy is entitled to two (2) week's pay per year of continuous service to a maximum of 52 week's pay, with a minimum payment of:

Employee's years of continuous service with Council	Redundancy pay period
at least 1 year but not more than 2 years	5 week's
at least 2 years but not more than 3 years	7 week's
at least 3 years but not more than 4 years	8 week's
at least 4 years but less than 5 years	9 week's

- 12.3.2 An Incentive Payment of \$6,500 or eight (8) week's pay may be offered to an employee who accepts voluntary redundancy and terminates their employment on an agreed date. This Incentive Payment may be withdrawn if the employee has not accepted the offer and terminated employment by the specified date or may be reduced by one week's pay for each week after the specified date that the employee delays acceptance of the offer.
- **12.3.3** Week's pay means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments of a like nature.
 - 12.3.3.1 Despite any exclusions prescribed above, trade allowances payable in accordance with clause 18.1 will be included as part of an employee's week's pay for the calculation of any severance payment entitlement.

12.4 Employee leaving during notice period

12.4.1 An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice and will still be entitled to receive the benefits and payments they would have received under this clause had they remained with Council until the expiry of the notice but will not be entitled to payment in lieu of notice.

12.5 Alternative Employment

12.5.1 Council need not pay or comply with general severance pay prescription if suitable alternative employment is obtained utilising the employee skills and experience in the same locality and on similar terms and conditions or in circumstances involving transmission of business where an employee's pay, conditions and entitlements are transferred to a new employer.

12.6 Job Search

12.6.1 During the period of notice of termination given by Council, an employee shall be allowed up to one (1) day off without loss of pay during the period of notice for the purpose of seeking other employment. The employee shall, at the request of Council, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent. Council may, at their sole discretion, allow an employee additional time off during the periods of notice to attend interview without loss of ordinary pay.

12.7 Employees Exempted

- **12.7.1** This Clause does not apply to:
 - (a) Probationary employees;
 - (b) Apprentices or Trainees:
 - (c) Employees engaged for a specific period of time or for a specified task or tasks;
 - (d) Casual employees;
 - (e) An employee whose employment is terminated for poor performance, misconduct or other disciplinary reason with notice or payment in lieu; and

(f) An employee whose employment is terminated as a consequence of serious misconduct that justifies dismissal without notice.

13. Transition to Retirement

- 13.1 Council wants to work with employees to develop a retirement plan which supports a positive transition for both parties. Subject to operational requirements, an employee and Council may enter into an agreement for the employee to work on a phased retirement arrangement.
- **13.2** Phased retirement arrangements will be agreed on an individual basis but may include reduced hours of employment and/or a reduction in duties/responsibilities.
- 13.3 A phased retirement arrangement will involve the employee giving up their role and being employed on phased retirement with agreed work hours, agreed role/level, agreed duties/responsibilities and an agreed retirement date. Council and the employee will also identify agreed arrangements with respect to all accrued annual and long service leave.
- 13.4 Council will provide employees who enter into a phased retirement agreement with an agreed retirement date of less than six (6) months with financial assistance to obtain financial advice from an approved financial adviser of up to \$750.00.
- 13.5 Council may give consideration to utilisation of annual leave and long service leave entitlements, in a manner which would not otherwise be available. For example, this could include taking leave at the rate of one (1) or two (2) days per week over an extended period. Approval is at the sole discretion of Council. Half pay leave arrangements will not be applied in such circumstances.

14. Consultation

14.1 The parties are committed to a consultation process that fosters a constructive organisational culture. Council will consult with employees as required by s 198 (a) of the IR Act. The consultation process to be followed is in accordance with the consultation provisions and process in the Parent Awards as set out in Schedule B to this Agreement. Where required under s 198 (a) of the IR Act, Council will consult before a final decision is made.

15. Abandonment of Employment

- 15.1 An employee who has been absent for seven or more working days without Council's consent and does not establish to the satisfaction of Council a reasonable cause for the absence shall be deemed to have abandoned their employment.
- **15.2** Before an employee's employment is terminated for abandonment, Council shall make a reasonable effort to contact the employee.
- 15.3 Termination of employment for abandonment shall be effective from the date of the employee's last attendance at work or the employee's last day's absence without Council's consent.

16. Merit Based Appointments 16.1 Council has the right to externally simultaneous the requirements of old

16.1 Council has the right to advertise full time and part time positions internally and externally simultaneously, where there is no clear suitable internal candidate. Following the requirements of clause 48 (Employment Security) and Council's preference to enhance the career prospects of its own employees, internal applicants will be given preference over external applicants where all else is equal.

PART 4 – REMUNERATION, ALLOWANCES AND RELATED MATTERS

17. Pay Rates

- **17.1** The parties agree to increase pay rates as follows:
 - (a) Effective from 3 December 2022, the base (annual) rate of pay for each employee will be increased by 3.3%.

(Note: Council paid this increase to employees on 4 March 2023 as an "administrative increase". Employees will receive backpay for the increase for the period from 3 December 2022 to 3 March 2023. No additional payment of the 3.3% per annum referred to in this Agreement is to occur.)

- (b) From the first full pay period, on or after, 1 July 2023 base rates of pay will be increased by 3.7%;
- (c) From the first full pay period, on or after, 1 July 2024 base rates of pay will be increased by 4%; and
- (d) From the first full pay period, on or after, 1 July 2025 base rates of pay will be increased by 3.5%.

Pay rates applicable for each year of this Agreement are shown in Schedule C attached to this Agreement.

18. Trade Allowance

18.1 Employees employed under Division 2, Section 2 (Engineering and Electrical/Electronic Services) of the Stream C Award who have successfully completed a relevant trade apprenticeship or its Australian Qualifications Framework equivalent ("Qualified Tradesperson"), shall continue to receive a one-off increase to their hourly rate of pay of \$1.00 per hour exclusive of any allowances.

19. Salary Packaging/Salary Sacrificing

- **19.1** All employees covered by this Agreement shall be entitled to salary sacrifice subject to these arrangements complying with taxation and superannuation legislation.
- **19.2** The costs of any outgoings that might be incurred by Council in a salary sacrifice arrangement shall be borne by the employee.
- 19.3 The employee may sacrifice any amount of their salary subject to them providing an undertaking to Council that they have been advised to seek advice from an appropriately qualified financial advisor. Council will not provide salary packaging advice to employees.

- **19.4** To facilitate salary sacrifice of superannuation payments, the employee must sign and submit a written "salary sacrifice" agreement to allow such contributions from "before tax" pay.
- 19.5 An employee must seek independent financial advice on salary sacrificing from an appropriately qualified financial advisor and enter into an agreement through a third party for items other than superannuation and/or approved "in house" items.
- 19.6 The parties agree that Council will not be responsible for the provision of any financial or taxation advice to an employee in regard to any salary sacrifice proposal and that the Council will not accept any liability in the event that any salary sacrifice proposal does not produce the financial benefit expected by an employee.
- **19.7** Council has the right to withdraw the facility if changes in the relevant laws mean that Council will incur an additional cost or the scheme itself becomes unlawful.

20. Classification and Reclassification

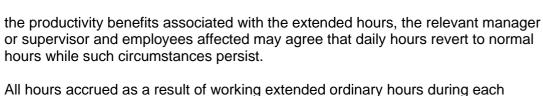
20.1 The relevant Parent Award provisions will apply. Council will use its best endeavours to determine an application within four (4) weeks of receipt. If the application is successful, Council will pay the employee at the new classification from the date Council received the application.

PART 5 – HOURS OF WORK AND RELATED MATTERS

21. Flexible Working Arrangements

21.1 Spread of Hours

- 21.1.1 The normal spread of ordinary hours for all employees shall be between 6.00am and 6.00pm except where the relevant Parent Award may provide otherwise. The ordinary hours shall be worked Monday to Friday, except where the ability to work ordinary hours is otherwise provided for by this Agreement or existing Award provisions. Nothing in this Agreement alters the normal ordinary time hours of employees as provided for in the Parent Awards.
- **21.2** Expansion of Ordinary Time Hours
- **21.2.1** Following consultation with employees, Council may require employees to work up to nine (9) hours per day as ordinary hours, for designated periods of time or for specific projects, such hours to be worked continuously, broken only by recognised meal breaks subject to the following conditions:
 - (a) Notice of changes to hours must be given to the employees concerned, in writing, showing required hours of work, at least seven (7) days prior to the date of commencement of the period of increased hours; provided that the requirement for such notice may be waived in circumstances of genuine emergency.
 - (b) Extended hours shall be worked on consecutive days during the period or project specified; provided that where circumstances occur (e.g. period of heavy rainfall) which are reasonably considered by the relevant manager or Supervisor to negate



- (c) All hours accrued as a result of working extended ordinary hours during each financial year commencing 1 July in each year shall be acquitted by 30 June the following year.
- (d) Employees working increased hours as a result of this requirement shall, nevertheless, be entitled to at least one Rostered Day Off (RDO) in every twenty (20) day work cycle (Stream A Award), or one Rostered Day Off (RDO) in every ten (10) day work cycle (Streams B & C Awards) unless there is agreement to the contrary, either provided for under this Agreement or separately.
- (e) Unless otherwise approved, when acquitting ordinary hours and total time off being taken in any week is less than five (5) days, the employee shall be required to work a minimum of three (3) consecutive days.
- (f) The weekly spread of hours required to be worked under this Agreement may be varied by agreement with the employees involved, provided always that the hours worked total the weekly hours required to be worked by Council.
- (g) By agreement of the majority of the employees affected, ordinary hours may be worked up to ten (10) hours per day, such hours to be worked continuously, broken only by recognised meal breaks, provided that ordinary hours worked in any week shall not exceed forty-six (46) hours. Starting and finishing times may be staggered.
- (h) Where hours in excess of the agreed ordinary hours are worked, overtime will be paid in accordance with the relevant Parent Award or acquitted as accrued hours consistent with this Agreement. Provided that, as at 30 June in each year period, employees shall have:
 - i. Worked their total ordinary annual hours for the preceding twelve (12) month period;
 - ii. Been paid for their total ordinary annual hours; and
 - iii. Attempted to acquit as many excess hours as possible by taking leave.
- (i) Where an employee is unable to acquit all excess hours within the relevant twelve (12) month period by June 30, such excess hours shall be paid out at relevant overtime rate, unless an alternative arrangement has been made between the employee and their supervisor and notification in writing of such alternative arrangement has been provided to the Payroll team.
- (j) Where employment is terminated, and the ordinary hours worked by the employee exceed the pro-rata annual ordinary hours at the date of termination, the employee shall be paid for the excess hours at the overtime rate provided for by the relevant Parent Award.

22. Individual Flexibility Agreements (IFA)

- 22.1 To meet the needs of Council and an individual employee, Council and an employee may enter into an IFA to vary the terms of this Agreement with respect to matters permitted by the IR Act.
- **22.2** The following process will be followed:
 - (a) The employee, the employee's union/s (if applicable) and Council will consult and agree on arrangements to be implemented;
 - (b) The arrangements need to meet the operational requirements of Council; and
 - (c) Both parties agree to genuinely consider any reasonable agreement proposed.
- **22.3** The terms of an IFA must be in writing setting out the terms, including:
 - (a) A predetermined term of the agreement; and
 - (b) Provision for termination of the agreement; and
 - (c) Signed by Council and the employee; and
 - (d) Must not, on balance, result in an overall reduction in the entitlements or protections the employee has under this Agreement; and
 - (e) Are only about matters required or permitted to be in this Agreement.

23. Local Area Work Agreement (LAWA)

- 23.1 The parties recognise the value and benefit in providing for a process that enables Council, workgroups or individuals to develop and implement flexible working arrangements suited to the needs of the workgroup and requisite work to be performed.
- Where Council and relevant workgroups and individuals agree there is a need for flexible work agreements the following process will be followed:
 - (a) Directly affected employees, relevant union/s (if applicable) and Council will consult and agree on arrangements to be implemented;
 - (b) The arrangements need to meet the operational requirements of Council;
 - (c) Agreement needs to be obtained from more than seventy five percent (75%) of affected employees;
 - (d) Both parties agree to genuinely consider any reasonable agreement proposed.
- **23.3** Where established, LAWA's will be read in conjunction with the relevant Parent Awards and this Agreement.
- **23.4** The terms of an LAWA must be in writing setting out the terms, including:
 - (a) A predetermined term of the agreement; and
 - (b) Provision for termination of the agreement; and
 - (c) Signed by Council and the relevant employees; and
 - (d) Must not, on balance, result in an overall reduction in the entitlements or protections the employee has under this Agreement; and
 - (e) Are only about matters required or permitted to be in this Agreement.
- 23.5 In the event an affected employee has personal circumstances that objectively and reasonably prevent them from participating in the varied work arrangements prescribed in the LAWA, Council will genuinely and reasonably consider alternative arrangements for the employee. If agreement cannot be reached the employee can implement the dispute resolution process as prescribed in clause 10 of this agreement.
- **24.** Major Projects Agreements (MPA)

- 24.1 Major projects are important and significant planned pieces of work or activities carried out over a period of particular time to achieve a particular purpose but would not include day to day operational projects and would normally include a requirement for a change in work patterns.
- 24.2 For major projects the ordinary hours of work and span of hours shall be formulated by mutual written agreement between Council and the employee/s, taking into account the needs of the project and to give flexibility for the workforce.
- **24.3** The following process will be followed:
 - (a) Council will confer with relevant employees to identify those employees who are prepared to consider changing their ordinary hours of work and span of hours:
 - (b) Directly affected employees, relevant union/s (if applicable) and Council will consult and agree on arrangements to be implemented;
 - (c) The arrangements need to meet the operational requirements of Council;
 - (d) Agreement needs to be obtained from more than seventy five percent (75%) of affected employees;
 - (e) Both parties agree to genuinely consider any reasonable agreement proposed.
- **24.4** Where established, MPA's will be read in conjunction with the relevant Parent Awards and this Agreement.
- **24.5** The terms of an MPA must be in writing setting out the terms, including:
 - (a) A predetermined term of the agreement; and
 - (b) Provision for termination of the agreement; and
 - (c) Signed by Council and the relevant employees.
- 24.6 In the event an affected employee has personal circumstances that objectively and reasonably prevent them from participating in the varied work arrangements prescribed in the MPA, Council will genuinely and reasonably consider alternative arrangements for the employee. If agreement cannot be reached the employee can implement the dispute resolution process as prescribed in clause 10 of this agreement.
- **25.** Nineteen (19) Day Month Rostered Day Off Stream A Award Employees
- **25.1** Nineteen (19) day month Rostered Day Off arrangements are provided for all Stream A Award employees.
- **25.2** Employees are required to work 7.63 hours per day or 38.17 hours per week. Start times, finish times, morning tea and lunch breaks will be arranged in consultation with the employees and Council to meet Council's business requirements.
- **25.3** Employees participating in a 19 day month arrangement under this Agreement may have access to RDO's as follows:
 - (a) To assist with the efficient planning and scheduling of employees in the provision of service delivery to our customers and the community, each employee will take their RDO each month on the day rostered by Council. The Council recognises that exceptional circumstances may arise where an employee may be required to attend matters such as medical appointments, which can only be secured on an alternative day. In such circumstances the employee may request to take their RDO on an alternative day in the same

- period. Council shall not unreasonably withhold approval for any request to take an RDO at a different time in such circumstances.
- (b) Subject to Council's operational requirements, employees may bank up to five (5) RDO's.
- (c) Any employee who has accrued in excess of five (5) days RDO time may be directed by their manager to take time accrued in excess of five (5) days at a mutually agreed time, or request that it be paid out at the appropriate rate, unless there is written agreement as to when the accrued time will be taken.
- (d) Where an RDO falls on a Public Holiday, the employee shall be entitled to an alternative day off, either the next working day or at a date mutually agreeable with the supervisor.
- **25.4** RDO's will continue to be accrued by employees during periods of paid leave, but not during periods of Leave without Pay.

26. Nine (9) Day Fortnight –Stream B and C Award Employees

- **26.1** Nine (9) Day Fortnight Rostered Day Off arrangements are provided for all Stream B Award and Stream C Award employees and those Stream A Award Employees who directly supervise them.
- 26.2 For each employee working 76 hours in each two (2) week period, the ordinary hours of duty including one mid-morning break of twenty (20) minutes but excluding a thirty (30) minute break for lunch, shall be eight (8) hours and thirty (30) minutes per day for eight days and eight (8) hours on the ninth day (inclusive) "agreed hours" with the difference between the Award ordinary hours and the agreed hours being held in credit for application towards one (1) rostered day off in every two (2) week period.
- **26.3** Employees participating in a nine (9) day fortnight arrangement under this Agreement may have access to RDO's as follows:
 - (a) To assist with the efficient planning and scheduling of employees in the provision of service delivery to our customers and the community, each employee will take their RDO each fortnight on the day rostered by Council. The Council recognises that exceptional circumstances may arise where employees may be required to attend matters such as medical appointments, which can only be secured on an alternative day. In such circumstances the employee may request to take their RDO on an alternative day in the same period. The manager shall not unreasonably withhold approval for any request to take an RDO at a different time in such circumstances.
 - (b) Subject to Council's operational requirements, employees may bank up to five (5) RDO's.
 - (c) Any employee who has accrued in excess of five (5) days RDO time may be directed by their manager to take time accrued in excess of five (5) days at a mutually agreed time, or request that it be paid out at the appropriate rate, unless there is written agreement as to when the accrued time will be taken.
 - (d) Where an RDO falls on a Public Holiday, the employee shall be entitled to an alternative day off, either the next working day or at a date mutually agreeable with the supervisor.
- **26.4** RDO's will continue to be accrued by employees during periods of paid leave, but not during periods of Leave without Pay.

- **26.5** Time sheets must be completed at the completion of the day's work and are to be submitted daily prior to going home. RDO hours taken are to be specified on timesheet.
- An employee required to work on the rostered day off shall be paid at the rate of time and a-half for the first three (3) hours and double time thereafter with a minimum payment of three (3) hours. An employee shall not be entitled to a minimum payment in respect of each separate period of overtime.

27. Separation of Accrued Hours (for extended hours or TOIL) and RDOs on Payslips

27.1 The parties agree that hours accrued for RDO's, accrued leave/extended hours available to each employee will be shown separately on employees' fortnightly pay advices. Alternatively, details of hours accrued for RDOs, accrued leave/extended hours and any TOIL hours accrued in accordance with Council's policy will be attached to the pay advices, or otherwise made available to affected employees on a monthly basis.

28. Ten Hour Break

- 28.1 Apart from cases of emergent need, employees must not present to work within the ten (10) hour break period.
- 28.2 Employees who present for work within the ten (10) hour break rule without their supervisor's permission, must advise their supervisor that they are in breach of the 10 hour break rule. The supervisor, in consultation with the employee shall then determine if the employee should be sent home until the ten (10) hour break period has been met or if the employee will be permitted to work if there is an emergent need. Safety must be a paramount consideration when making this determination.
- **28.3** If the employee is sent home, payment of overtime for the ten (10) hour rule break shall not apply.

29. On Call/Stand By Allowances and Arrangements

- 29.1 An employee who is on-call and being paid the on-call allowance shall be entitled to the minimum payment as per the applicable Award except as specified below (at the relevant overtime rates). The minimum payment shall only apply to the first call out. Any subsequent call outs will be paid for at time worked.
- 29.2 If an employee does not leave home to attend to the situation e.g. handled by phone, laptop or other device, they will be paid a minimum of one (1) hour at ordinary time. The hourly rate payable will otherwise be in accordance with that prescribed in the relevant Parent Award for actual time worked.
- **29.3** An employee directed to remain on call must be able to be contacted and be able to respond within a reasonable timeframe.
- 29.4 Employees covered by the Stream A Award who are instructed to be available but who are expected to perform work remotely e.g. by telephone or electronic link-up OR who may be instructed to attend a Council work site to perform work shall be paid a Stand By allowance for emergency work and availability of \$40.00 for each day, including Sundays and Public Holidays.

- 29.5 Employees covered by the Stream B or C Award who are directed to remain on call between Monday to Saturday, inclusive, during any day or night outside their ordinary working hours shall be paid \$40.00 for each day and/or night during which the employee remains on call.
- 29.6 Where an employee covered by the Stream B or C Award is directed to remain on call on any Sunday or Public holiday, the employee shall be paid in accordance with the provisions of clause 18.5 (b) of Division 2 Section 5 (Operational Services) of the Stream B Award.

PART 6 – LEAVE

30. Annual Leave

30.1 All employees will accrue five (5) weeks annual leave for each year of employment. If accrual exceeds eight (8) weeks, an employee may be directed to enter into a plan to reduce their annual leave balance to no more than eight (8) weeks to take annual leave at a mutually agreed time, or with eight (8) weeks' notice.

31. Personal Leave

- 31.1 Personal leave is available to employees who are unable to work due to personal illness, other than a compensable injury, or when they personally need to care for a member of their family or household who is ill.
- 31.2 All full time employees will have access to personal leave of 108.75 hours for employees who work 36.25 hours and 114 hours for employees who work 38 hours per week (i.e. 15 days per annum), with pro-rata accrual for part time employees.
- 31.3 If an employee is absent from work due to personal leave he/she must contact their immediate team leader, coordinator or manager as soon as practicable advising of their absence:
- **31.4** Contact must be made personally by telephone or in person by either the employee or an immediate family or household member;
- 31.5 Failure to notify may result in non-approval of personal leave and absence being classed as leave without pay;
- **31.6** Immediately following the recommencement of duties, the employee must complete a personal leave notification form detailing the period involved and any particular reason for such absence;
- **31.7** The above procedure mentioned in clauses 31.3 to 31.6 must occur on each day of an absence not covered by a medical certificate.
- 31.8 In accordance with the IR Act a medical certificate is required for all absences in excess of two (2) working days. However, where Council believes on reasonable grounds that there is an established pattern of absenteeism or an excessive quantity of uncertified personal leave, an employee may be required to provide a medical certificate or statutory declaration for less than two (2) days absence in order to be entitled to personal leave.

- 31.9 If an employee is unable to attend a doctor to obtain a medical certificate, a statutory declaration declaring that the employee was absent due to injury/illness and the reason why the employee was unable to attend the doctor, will be accepted.
 31.10 If an employee has accessed an excessive amount of personal or other leave, Council may require the employee to undergo a functional capacity assessment/evaluation at Council's expense. The purpose of the evaluation would be to identify if there is any underlying medical condition causing the high level of absence, to determine if the employee is medically capable of performing their role or if alternate employment arrangements, if available, may be more suitable. Where an employee can no longer reliably attend for work and perform the duties for which they are engaged, the
 - **31.11** Council will make payment of 50% of accumulated personal leave due to any employee with five (5) years or more service with Council up to a maximum of twenty (20) days upon retirement, death or termination of services for reasons other than misconduct.

employee's employment may be terminated in accordance with the provisions of this Agreement. Such termination for 'frustration of employment' shall not be considered a

32. Paid Primary Carer Parental Leave

redundancy.

32.1 Paid Primary Carer Parental Leave is provided in addition to any entitlement permissible under the Federal Government's Paid Parental Leave Scheme.

After 12 months' continuous service, the employee is entitled to paid Primary Carer Parental Leave as follows:

- (a) Fourteen weeks full time or 28 weeks half time paid Primary Carer Parental Leave related to the birth of a child, or in the case of adoption (including surrogacy arrangements), or long-term guardianship, immediately following the date of adoption, or grant of the guardianship order.
- (b) Part-time employees are eligible for pro-rata paid Primary Carer Parental Leave based on the average weekly hours worked for the preceding 12 months.
- (c) Paid Primary Carer Parental Leave will be effective from the date of commencement of parental leave and forms part of the 52 weeks parental leave entitlement.
- **32.2** The employee must provide written notice to Council in advance of the expected date of commencement of parental leave. The notice requirements are:
 - (a) At least 10 weeks prior to the expected date of confinement/placement of a child, notice of intention to take parental leave must be provided. Council may request a certificate of confirmation of this date.
 - (b) At least 4 weeks prior to commencing parental leave, a leave form must be submitted identifying the period of leave to be taken.
- **32.3** Paid Primary Carer Parental Leave must be applied for and utilised within the first 12 months following the birth, adoption (including surrogacy arrangements), or grant of a long-term guardianship order of a child under the age of 16.
- **32.4** It is intended that parental leave is taken in one continuous period.

If the employee gives birth, adopts (including surrogacy arrangements) or is granted long term guardianship of another child whilst on paid parental leave, they are eligible to access a second entitlement to paid and unpaid parental leave without the requirement to return to work.

- 32.5 All leave entitlements will accrue during the period of paid Primary Carer Parental Leave.
- **32.6** Where the employee is on parental leave, Council will consult with the employee on proposed changes taking place in the workplace that are likely to have a significant impact on them.
- 32.7 Council recognises that employees may wish to seek flexible or part-time work arrangements upon return from parental leave. Subject to the needs of the business, managers will seek to accommodate the needs and preferences of employees. The employee is encouraged to discuss their potential needs and preferences with their manager as early as possible, including before departing on leave, providing maximum opportunity to discuss and consider potential mutually agreeable arrangements.
- **32.8** A parent will be accepted as the primary carer of a child if, in the reasonable opinion of Council, the employee has assumed the principal role of providing care and attention to the child. There can only be one primary carer at any one time.
- 32.9 In the unfortunate case of a still birth (post 20 weeks of gestation) or an infant death during the first 12 months of life, the pregnant employee is entitled to fourteen (14) weeks paid Primary Carers Parental Leave. Eligible (primary carer) employees are entitled to take up to 52 weeks parental leave even if they haven't previously given notice to Council (as long as notice is provided as soon as practicable).

33. Secondary Carer Parental Leave

33.1 Secondary Carer Parental Leave is provided in addition to any entitlement permissible under the Federal Government's Paid Parental Leave Scheme.

After 12 months' continuous service, the employee is entitled to paid Secondary Carer Parental Leave as follows:

- (a) 2 weeks full pay related to the birth of a child, or in the case of adoption (including surrogacy arrangements), or long-term guardianship, immediately following the date of adoption, or grant of the guardianship order.
- (b) Part-time employees are eligible for pro-rata paid Secondary Carer Parental Leave based on the average weekly hours worked for the preceding 12 months.
- 33.2 Paid Secondary Carer Parental Leave must be applied for and utilised within the first 12 months following the birth, adoption (including surrogacy arrangements), or grant of a long-term guardianship order of a child under the age of 16.
- **33.3** All leave entitlements will accrue during the period of paid Secondary Carer Parental Leave.

- **33.4** Where the employee is on parental leave, Council must consult with the employee on proposed changes taking place in the workplace that are likely to have a significant impact on them.
- 33.5 An employee whose partner has a still birth post 20 weeks of pregnancy or an infant death during the first 12 months of life is entitled to 2 weeks of paid Secondary Carer Parental Leave.

34. Long Service Leave

- **34.1** From the date of commencement of this Agreement, all employees shall accrue long service leave at the rate of 1.3 weeks per year of service.
- **34.2** An employee shall be entitled to access long service leave only after having completed seven (7) years of continuous service with the Council or its predecessor Councils.
- 34.3 An employee who has completed an initial period of seven (7) years' service but less than ten (10) continuous years' service and who terminates that service, or who dies, or whose service is terminated for any reason other than misconduct, shall be paid their accrued entitlements as at the date of termination (i.e. a proportionate amount calculated on the basis of thirteen (13) weeks for each ten (10) years of service).
- 34.4 If an employee's accrual exceeds thirteen (13) weeks, an employee may be directed to enter into a plan to reduce their long service leave balance to no more than ten (10) weeks.

35. Bereavement Leave

- 35.1 Subject to the production of evidence of death satisfactory to Council, or the completion of a statutory declaration under the provisions of the Oaths Act an employee, other than a casual employee, may be granted up to two (2) days bereavement leave, on full pay on each occasion, where the deceased person was a member of the immediate family/household of the employee. Immediate family includes: Wife, de facto wife, husband, de facto husband, father, mother, father in law, mother in law, brother, sister, child or step child, step father, step mother, half-brother, half-sister, step brother, step sister, brother in law, sister in law, son in law, daughter in law, grandfather, grandmother, grandson, granddaughter, niece, nephew, aunt, uncle.
- 35.2 An employee may also access up to three (3) days from their accrued personal leave to be taken in addition to bereavement leave.
- 35.3 Where an employee is required to travel to attend the funeral of a member of the immediate family/household outside the parameters of the map attached to this Agreement and marked Schedule D, they may be granted up to one day additional bereavement leave on full pay on each occasion.

36. Compassionate Leave

36.1 Employees (excluding casual employees) are entitled to access accrued leave entitlements when a member of their family or household contract or develop a personal injury or illness that poses a serious threat to their life per occasion, which may be taken in single unbroken periods of two (2) days or two (2) separate periods of one (1) day or as agreed by the Council and employee.

- The employee shall be paid for each hour (or part hour) of leave taken at the employee's basic periodic rate of pay (expressed as an hourly rate) immediately before the period begins. Casual employees may take two unpaid days of compassionate leave. The employee must present any evidence that Council reasonably requires. 36.3 An employee may apply for additional periods of unpaid leave when a member of the employee's immediate family or household in Australia has an illness that poses a serious threat to the life and the period of compassionate leave entitlement provided above is insufficient. 36.4 "Immediate family" is as defined in clause 35.1 of this agreement. **37.** Cultural or Religious Leave 37.1 and anti-discrimination goals of the Council being met, the parties agree that an
 - Recognising that cultural diversity enhances the workplace and aids equal opportunity employee who identifies as coming from such a specific cultural background shall be given reasonable opportunity to practice the spiritual and cultural requirements of their culture.
 - 37.2 Where this involves time away from work the employee may take annual leave, accumulated Rostered Days Off or TOIL.
 - **38.** Special Leave Natural Disaster Leave
 - 38.1 For the purposes of this clause a natural disaster is a serious disruption in our community, caused by the impact of an event that requires a significant co-ordinated response by the State and other entities to help the community recover from the disruption.
 - 38.2 In this definition, "serious disruption" and "event" have the following meanings.

Serious Disruption means:

- (a) loss of human life, or illness or injury to humans; or
- (b) widespread or severe property loss or damage; or
- (c) widespread or severe damage to the environment.

A "natural disaster event" means a cyclone, earthquake, flood, storm, storm tide, tsunami or other natural happening for which leave may be approved by the CEO.

- Subject to clause 38.5, where a natural disaster event occurs which results in 38.3 employees at work at the time being unable to safely perform their required functions and duties, employees shall be permitted to leave work with the approval of their supervisor, without loss of pay, subject to approval by the CEO.
- 38.4 Subject to clause 38.5, where any ongoing full time or ongoing part time employee:
 - (a) is isolated as a result of a natural disaster event, and accordingly is unable to report to work at any of Council's depots or premises from which that employee's duties are conducted by means of plant and/or equipment being stationed there or alternative duties or training:
 - (b) must, of necessity (as determined on a reasonable objective basis), remain at home to safeguard the employee's family or property;

(c) is required to return home before the employees usual ceasing time to ensure personal safety or the protection of the employee's family or property (as determined on a reasonable objective basis);

they shall be permitted leave without loss of pay subject to approval by the CEO.

- **38.5** The above leave is for a maximum of two (2) days per annum and not per event and will not accrue.
- 38.6 Where due to an employee's circumstances they are required to return home due to a natural disaster event, the employee must seek approval from their supervisor to leave work and, if approved will be eligible to access any accrued leave balance (including TOIL and RDO's) excluding personal leave, unless an emergency as per Division 6, Subdivision 2 of the IR Act, or unpaid leave.
- **38.7** In the event of a natural disaster event employees may be required to work from an alternative Council location or from home, subject to the approval of their supervisor.
- 38.8 Where a natural disaster event occurs, and the above leave has been exhausted, employees may access with the approval of the CEO, other types of leave and accruals in accordance with provisions that already exist.
- 38.9 In interpreting this Agreement, it should be noted that Council is a community service organisation and has a lead role to play in times of natural disaster events. In order to discharge this responsibility, it is essential that an adequate number of staff are available to fulfil various roles, and at various locations throughout the region, subject to the personal safety of employees and their families.
- **38.10** Council may nominate alternate places of work for certain employees whose presence may be required in order to respond to natural disaster (or other) events. For the purpose of this Agreement, alternative places of work during a natural disaster event are to be taken as the employees' normal workplace, for the duration of the natural disaster event.

39. Leave Without Pay

39.1 Leave without pay for special circumstances will be available to all employees at the discretion of the relevant Departmental Head. Such leave will not constitute a break in the continuity of service of the employee. However, annual leave and long service leave will not accrue after three (3) months.

40. Cashing Out Long Service Leave and Annual Leave

- **40.1** Employees may request to cash out their annual leave in accordance with the provisions of the IR Act as amended/varied from time to time but must maintain a balance of four (4) weeks.
- **40.2** An employee may only request to cash out annual leave instead of taking the leave on two (2) occasions per calendar year.
- 40.3 An employee may be paid for all or part of their entitlement to long service leave instead of taking the leave on entering into a written agreement with Council to do so.



40.4 An employee may only request payment of all or part of their entitlement to long service leave instead of taking the leave on two (2) occasions per calendar year.

41. Closedown

41.1 Council may affect an annual closedown in accordance with the relevant Parent Award provisions on the giving of sixty (60) days' notice.

PART 7 – UNION RELATED MATTERS

42. Union Representation

- 42.1 The parties acknowledge that structured, collective industrial relations will continue as a fundamental principle of the enterprise. This principle recognises the important role that employee's membership of unions has in maintaining an open, structured and accountable approach to industrial relations. The parties agree to promote this approach to union membership into the future.
- 42.2 An introduction to the workplace union delegate or provision of the name and telephone number of relevant workplace union delegate shall form part of the official induction program and adequate time shall be allowed to ensure union membership can be discussed.
- 42.3 Council shall allow reasonable access to its employees during normal working hours by accredited officials of the Unions party to this Agreement consistent with the provisions of the IR Act, subject to prior notification being given to the supervisor of the employee affected, or notification to the Chief Executive Officer or Manager People & Culture if the Union official(s) wish to address the entire workforce or part of the workforce.
- **42.4** Council shall allow workplace union delegates adequate time, during normal working hours, to attend to union duties and facilities such as computer, photocopying, meeting rooms and telephone.

43. Trade Union Training Leave

- **43.1** Council agrees to allow reasonable opportunity for employees who are nominated as workplace delegates to attend seminars and courses conducted by the authorised Union training courses.
- 43.2 Upon written application by an employee to Council, such application being endorsed by the Union concerned and giving Council at least one (1) months' notice, such employee shall be granted up to five (5) working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the Union concerned.
- **43.3** "Ordinary" pay shall mean at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.
- **43.4** The granting of such leave shall be subject to the convenience of Council and so that the operations of Council will not be unduly affected.

- **43.5** The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within Council's operations.
- 43.6 In granting such paid leave, Council is not responsible for any additional costs except the payment of extra remuneration when relieving arrangement is instituted to cover the absence of the employee.
- **43.7** Leave granted to attend courses will not incur additional payment if such course coincided with the employee's RDO or with any other concessional leave.

44. Deduction of Union Fees

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

PART 8 – TRANSFERS

45. Transferred Employees

- **45.1** Each employee has been, and new employees shall be, appointed to a role at a specified location, which shall be their principal place of employment. This clause shall not apply in circumstances where an employee:
 - (a) commences and finishes work at his/her principal place of employment but undertakes duties at a site or workplace in another area and is provided with transport;
 - (b) is relocated between a depot and office in the same town;
 - (c) applies for/is appointed to and accepts a position designated at another workplace in another area.
- **45.2** There shall be no restrictions on the temporary transfer of employees between locations and employees can be required to work anywhere within the region, subject to workplace health and safety requirements.
- **45.3** Council will consider an employee's personal circumstances and give as much notice as possible but at least 24 hours' (one working day) notice of a requirement to start/finish work at a different location for a temporary period.
- When an employee is temporarily transferred from their principal place of employment to start and finish work at another location, they shall be provided with commuter use of a Council vehicle, or paid the vehicle allowance provided by the relevant Parent Award if agreeing to use their private vehicle.
- **45.5** Any travel time in excess of normal daily travel will be undertaken in Council's time or paid at the ordinary time rate Monday to Friday or time-and-a-half on Saturday, Sunday or Public Holiday.
- 45.6 If the need should arise for Council to direct an employee to work at or from a different location for an extended period in excess of three (3) months, arrangements applicable to the employee's individual circumstances will be discussed with the employee concerned, and their representative if requested.

- 45.7 If an employee is requested by Council and agrees to permanently change their principal place of employment to another town within the region, other than when the employee has applied for an advertised role in the new location, the arrangements applicable to temporary transfer may apply for up to three months, or the transferred employee may request the equivalent payment be made in one lump sum to facilitate purchase of a vehicle or relocation of residence.
- 45.8 An employee who is temporarily transferred to another location (i.e. a different town to their principal place of employment) for a period in excess of five (5) working days or one (1) week and who is required to commence work at the normal starting and to finish work at the normal finishing time for other comparable employees at the new location, shall be paid \$12.37 per day in addition to the payment for travel time and vehicle expenses provided in clause 45.5.

PART 9 – TRAINING AND RELATED MATTERS

46. Training and Development

- **46.1** The parties recognise that:
 - (a) in order to increase the long term sustainability, efficiency, and competitiveness of Council and to provide a great customer experience, ensure sustainable management of our assets and to support economic activation; employee capability is required. A strong and sustained commitment to training and skill development is therefore required; and
 - (b) training will not be offered merely upon employee request or where there are sufficient numbers of employees with particular skills to meet Council's needs, now and in the future.
- 46.2 Accordingly, the parties commit to optimising the capability, performance and career development options for employees and supporting succession and workforce planning by implementing the following:
 - (a) Relevant training programs, retraining and education for employees;
 - (b) Individual career development planning based upon the annual achievement review, development and planning process;
 - (c) Providing employees with individual training, development and career opportunities through appropriate training and/or development to acquire the necessary additional skills and competencies for various and differing occupations, as required by Council;
 - (d) Providing timely advice and consultation with employees and their union representatives with regard to any changes to Council training and development programs which may impact employees.
- 46.3 The parties agree with respect to the training and career path development of employees, that each ongoing full and part time employee will have access to learning and development processes and resources through a mutually agreed career development plan, which meets the needs of Council as well as the employee. New employees will agree a training plan with their supervisor during the probationary period.
- 46.4 The career development plan will consist of a set of prioritised learning opportunities which should be reviewed annually by the employee and their supervisor through the

achievement review, development and planning process and will be based upon the following:

- (a) Individual employees desired council career path;
- (b) The current and future skill requirements of the Council;
- (c) The size, structure and nature of the long term strategic plans of the Council;
- (d) The need to develop vocational skills relevant to Council's long term operational needs through both industry courses and courses conducted by accredited educational institutions and providers.
- **46.5** Council will endeavour to ensure that sufficient funding is set aside in each yearly budget to fully meet the training and resource requirements of Council.
- **46.6** Should the employee's access to learning processes and resources not be available within a mutually agreed timeframe, then the employee and their supervisor will review and possibly modify the career development plan.
- 46.7 Approved individual development plans should seek to professionally develop employees so that they can achieve key position accountabilities and outcomes and improve career development prospects, with a view to providing Council with a highly skilled workforce, armed with the necessary capabilities to meet future service and operational requirements.
- **46.8** Any training associated with the development plan may be provided either externally or internally, off and on the job, to match the individual employee's development needs and Council requirements.
- **47.** Plumbers Licence and Endorsements to the Plumbers Licence
- 47.1 Where it is an essential requirement of an employee's position with Council to hold a plumber's licence and/or any particular endorsement on that licence, this will be recorded in the position description and Council will pay the renewal fee for that licence and any endorsement while Council determines that it continues to be required.

PART 10 – MISCELLANEOUS

48. Employment Security

- 48.1 Council is committed to security of employment for full time and part time (ongoing) employees and does not foresee the need for forced redundancies during the life of this Agreement. The parties agree that the implementation of productivity and efficiency initiatives and ongoing transformational initiatives that continue to be adaptive to change and achievement of a constructive culture should enhance Council's operations, provide a great customer experience, achieve sustainable management of our assets and economic activation for our region. The parties are committed to continuous pursuit of these changes and improvements to better position employees' job security and to:
 - (a) Encourage employees to take responsibility for their own learning and development;
 - (b) Train and educate employees and provide retraining where appropriate;
 - (c) Support career development and equal opportunity;

- (d) Use natural attrition and re-allocation after consultation in preference to redundancy:
- (e) Provide timely advice and consultation with parties to the Agreement and affected employees, about any significant re-allocation or reduction of labour; and
- (f) Enable Council to manage its workforce in order to minimise the need for involuntary labour reductions in the future.
- 48.2 Where changes in work patterns or practices affect job viability, Council will, as a priority, endeavour to redeploy and retrain affected employees. Where job viability is affected, and redeployment and retraining options have been exhausted, any termination of employment which may be necessitated as a result of changes in work practices shall be achieved in accordance with all relevant Award provisions and Redundancy Provisions which are contained in this Agreement.
- 48.3 Nothing in this clause shall override provisions of Council's disciplinary policies and procedures, nor the rights and obligations of Council and employees under relevant Parent Awards and legislation relating to disciplinary matters.

49. Use of Contractors

- **49.1** Council will use its own plant, equipment and staff resources, wherever possible, having regard to its objective to improve the productivity and efficiency of all its operations and to ensure the sustainable management of its assets. It is acknowledged that the use of contractors can help to achieve this objective.
- 49.2 In considering the use of contractors, Council has a commitment to provide job security for employees and to maintaining a competent workforce to meet the normal requirements for delivery of Council's services.
- 49.3 In accordance with normal industrial relations requirements, Council will consult affected employees and their unions as early as possible where organisational, technological or change in business or trading activity occurs, including a proposal to utilise contractors in place of permanent employees, to determine the impact, if any, on employment and conditions of Council employees. Where relevant, measures will be implemented to avert, minimise or mitigate the numbers of employees affected and adverse effects of proposed changes, on their employment.

50. Council Uniforms/PPE

- 50.1 Council will provide all Stream B and Stream C Award employees with an allocation of protective clothing upon commencement of employment with Council comprising five (5) long sleeved shirts and three (3) pairs of trousers (or shorts, where appropriate) and one (1) pair of work boots. A second set of boots will be supplied to such employees after successful completion of the probation. After the initial allocation of protective clothing and boots, replacement items will be issued on production of worn, faded or damaged items. Other appropriate Personal Protective Equipment (PPE) will be provided upon commencement of employment and will be replaced on fair wear and tear basis.
- **50.2** Other employees will be provided with Protective Clothing and Personal Protective Equipment (PPE) subject to an approved internal requisition being provided to the Purchasing and Stores section by the relevant Departmental Manager.



50.3 All employees not provided with an allocation of protective clothing will be supplied with a uniform (consisting of three shirts or dresses) by Council upon commencement of employment. After successful completion of probation, Council will provide a further two sets of uniform (two shirts or dresses) each subsequent year.

51. Copy of Agreement

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

52. Consultative Committee

- 52.1 A committee of management and employee representatives will meet on a quarterly basis (i.e. four (4) times each year) or as required to monitor and discuss issues arising from the implementation of this Agreement and other employment related issues of general application and contributing to the development of a consultative and cooperative environment.
- **52.2** The Consultative Committee shall also be responsible for ensuring negotiating arrangements for a replacement agreement.
- **52.3** Officials of the unions which are party to this Agreement may attend any meeting of the Consultative Committee, shall receive agendas and minutes of meetings and may add items to the agenda for discussion at a scheduled meeting of the Consultative Committee.
- **52.4** The parties agree that employees may elect employee representatives to the Consultative Committee on an annual basis, or as needed.

53. Equal Employment Opportunity

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

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

Council is committed to equal remuneration for work of equal or comparable value.



1. Prevention and settlement of disputes – Agreement/Award matters

- (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by the Parent Awards or this Agreement by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (b) Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (c) In the event of any disagreement between the parties as to the interpretation or implementation of the Parent Awards or this Agreement, the following procedures shall apply:
 - i. the matter is to be discussed by the employee's union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond seven (7) days;
 - ii. if the matter is not resolved as per clause (c)(i), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond seven (7) days;
 - iii. if the matter remains unresolved it may be referred to the relevant Department Head or CEO as appropriate for discussion and appropriate action. This process should not exceed fourteen (14) days;
 - iv. if the matter is not resolved then it may be referred by either party to the Queensland Industrial Relations Commission.
- (d) Nothing contained in this procedure shall prevent unions or Council from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

2. Prevention and settlement of employee grievances and disputes - other than Award or Agreement matters

- (a) The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- (b) The following procedure applies to all industrial matters within the meaning of the IR Act:
 - Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to resolve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during Stage 1.



- Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's representative during Stage 2.
- Stage 3: If the grievance is still unresolved, the manager will advise Council and the aggrieved employee may submit the matter in writing to Council if such employee wishes to pursue the matter further. If desired by either party the matter may also be notified to the relevant union.
- (c) Council shall ensure that:
 - i. the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
 - ii. the grievance shall be investigated in a thorough, fair and impartial manner.
- (d) Council may appoint another person to investigate the grievance or dispute. Council may consult with the employee representative in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.
- (e) If the matter is notified to the union, the investigator shall also consult with the union during the course of the investigation. Council shall advise the employee initiating the grievance, the employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.
- (f) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:
 - Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond seven (7) days.
 - Stage 2: Not to exceed seven (7) days.
 - Stage 3: Not to exceed fourteen (14) days.
- (g) If the grievance or dispute is not settled the matter may be referred to the Commission by the employee or the union.
- (h) Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a grievance or dispute is to continue while the procedure is being followed.
- (i) No party shall be prejudiced as to the final settlement by the continuation of work.
- (j) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

1. Consultation - Introduction of changes - Council's duty to notify

- (a) In accordance with s198(a) of the IR Act, prior to making a decision to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and, where relevant, their union/s.
- (b) "Significant effects" includes termination of employment; major changes in the composition, operation or size of Council's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- (c) Where the Parent Award or Agreement makes provision for alteration of any of the matters referred to in clauses 1 (a) and 1 (b) an alteration shall be deemed not to have significant effect.

2. Council's duty to consult over change

- (a) In accordance with s 198(a) of the IR Act prior to making a decision Council shall consult the employees affected and, where relevant, their union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, Council intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) In accordance with s 198(a) of the IR Act, the consultation must occur as soon as practicable prior to making the decision referred to in clause 1.
- (c) For the purpose of such consultation Council shall provide in writing to the employees concerned and, where relevant, their union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees.

Notwithstanding the provision of clause 2(c) Council shall not be required to disclose confidential information, the disclosure of which would be adverse to Council's interest.

SCHEDULE C – WAGES

CASSOWARY COAST REGIONAL COUNCIL - Schedule of PAY RATES - Classifications referenced to in Queensland Local Government Awards - State 2017									
Queensland Local Government Industry Award 2017 Stream / Division 2 Section 1 Administrative, clerical, technical, professional, community service, supervisory & managerial services									
		Effective 3/12/22	Effective 3/12/22	Effective 1/7/23	Effective 1/7/23	Effective 1/7/24	Effective 1/7/24	Effective 1/7/25	Effective 1/7/25
ĺ	3.30%		3.30%	3.70%	3.70%	4%	4%	3.50%	3.50%
Grade	Level	Fortnighly Rate	Annual Rate	Fortnighly Rate	Annual Rate	Fortnighly Rate	Annual Rate	Fortnighly Rate	Annual Rate
Junior	Less than 18 Years-60%1Yr1	\$ 1,238.00	\$ 32,177.00	\$ 1,283.50	\$ 33,368.00	\$ 1,335.00	\$ 34,703.00	\$ 1,381.50	\$ 35,918.00
Junior	Less than 19 Years-70%1Yr1	\$ 1,444.00	\$ 37,539.00	\$ 1,497.50	\$ 38,929.00	\$ 1,557.50	\$ 40,486.00	\$ 1,612.00	\$ 41,904.00
Junior	Less than 20 Years-80%1Yr1	\$ 1,650.50	\$ 42,902.00	\$ 1,711.50	\$ 44,490.00	\$ 1,780.00	\$ 46,270.00	\$ 1,842.00	\$ 47,890.00
Junior	Less than 21 Years-90%1Yr1	\$ 1,856.50	\$ 48,265.00	\$ 1,925.50	\$ 50,051.00	\$ 2,002.50	\$ 52,054.00	\$ 2,072.50	\$ 53,876.00
LEVEL 1									
Level 1	Year 1	\$ 2,063.00	\$ 53,627.00	\$ 2,139.00	\$ 55,612.00	\$ 2,224.50	\$ 57,837.00	\$ 2,302.50	\$ 59,862.00
Level 1	Year 2	\$ 2,096.00		\$ 2,173.50		\$ 2,260.50	\$ 58,762.00	\$ 2,339.50	\$ 60,819.00
Level 1	Year 3	\$ 2,142.00	\$ 55,690.00	\$ 2,221.50	\$ 57,751.00	\$ 2,310.50	\$ 60,062.00	\$ 2,391.00	\$ 62,165.00
Level 1	Year 4	\$ 2,194.00	\$ 57,038.00	\$ 2,275.00	\$ 59,149.00	\$ 2,366.00	\$ 61,515.00	\$ 2,449.00	\$ 63,669.00
Level 1	Year 5	\$ 2,249.00	· · ·	\$ 2,332.00	\$ 60,630.00	\$ 2,425.50	\$ 63,056.00	\$ 2,510.50	
	Year 6	\$ 2,306.50	\$ 59,968.00	\$ 2,392.00	\$ 62,187.00	\$ 2,487.50	\$ 64,675.00	\$ 2,575.00	\$ 66,939.00
LEVEL 2									
	Year 1	\$ 2,372.50	-	\$ 2,460.50		\$ 2,559.00	\$ 66,525.00		
	Year 2	\$ 2,430.50		\$ 2,520.50	\$ 65,530.00	\$ 2,621.50	\$ 68,152.00	\$ 2,713.00	\$ 70,538.00
	Year 3	\$ 2,488.50	<u> </u>	\$ 2,580.50	\$ 67,091.00	\$ 2,684.00	\$ 69,775.00	\$ 2,778.00	
	Year 4	\$ 2,546.50	\$ 66,204.00	\$ 2,641.00	\$ 68,654.00	\$ 2,746.50	\$ 71,401.00	\$ 2,842.50	\$ 73,901.00
LEVEL 3									ļ
	Year 1	\$ 2,604.50		\$ 2,701.00	· · · · · · · · · · · · · · · · · · ·		\$ 73,023.00	<u> </u>	<u> </u>
	Year 2	\$ 2,662.50	,	\$ 2,761.00	· ·		\$ 74,653.00		
	Year 3	\$ 2,720.50	-	\$ 2,821.00		\$ 2,934.00	\$ 76,277.00		
	Year 4	\$ 2,778.50	\$ 72,230.00	\$ 2,881.00	\$ 74,903.00	\$ 2,996.50	\$ 77,900.00	\$ 3,101.50	\$ 80,627.00
LEVEL 4									
	Year 1	\$ 2,836.00	-	\$ 2,941.00		\$ 3,059.00	\$ 79,524.00	\$ 3,166.00	\$ 82,308.00
-	Year 2	\$ 2,894.00	' '	\$ 3,001.50	' '	\$ 3,121.50	\$ 81,149.00	\$ 3,230.50	\$ 83,990.00
	Year 3	\$ 2,952.00	<u> </u>	\$ 3,061.50	\$ 79,590.00	\$ 3,184.00	\$ 82,774.00	\$ 3,295.50	\$ 85,672.00
	Year 4	\$ 3,010.00	\$ 78,257.00	\$ 3,121.50	\$ 81,153.00	\$ 3,246.50	\$ 84,400.00	\$ 3,360.00	\$ 87,354.00
LEVEL 5	v .	A 2.050.00	A 70.755.00	A 2404.50	A 00.747.00	4 2222	4 05 005 00	A 2424.50	4 00 007.00
	Year 1	\$ 3,068.00	<u> </u>	\$ 3,181.50	<u> </u>		\$ 86,026.00	\$ 3,424.50	
	Year 2	\$ 3,126.00	· · ·	\$ 3,241.50	· · · · · · · · · · · · · · · · · · ·	\$ 3,371.00	\$ 87,646.00	\$ 3,489.00	\$ 90,714.00
	Year 3	\$ 3,183.50	\$ 82,769.00	\$ 3,301.50	\$ 85,832.00	\$ 3,433.50	\$ 89,266.00	\$ 3,553.50	\$ 92,391.00
LEVEL 6	v 4	Å 2200 F0	¢ 05.207.00	ć 2.402.00	Å 00.442.00	Å 2.520.00	Å 04.004.00	Å 2.552.00	¢ 05 204 00
	Year 1	\$ 3,280.50	-		-		\$ 91,981.00		
	Year 2	\$ 3,377.00 \$ 3,473.50	· · · · · · · · · · · · · · · · · · ·	\$ 3,502.00	· · · · · ·	\$ 3,642.00 \$ 3,746.50	\$ 94,689.00	· · ·	
	Year 3	\$ 3,473.50	\$ 90,311.00	\$ 3,602.50	\$ 93,653.00	\$ 3,746.50	\$ 97,400.00	\$ 3,877.50	\$ 100,809.00
LEVEL 7 Level 7	Year 1	\$ 3,576.50	\$ 92,986.00	\$ 3,709.00	\$ 96,427.00	\$ 3,857.50	\$ 100,285.00	\$ 3,992.50	\$ 103,795.00
		\$ 3,680.00	· · · · · · · · · · · · · · · · · · ·		\$ 99,209.00	\$ 3,968.50	\$ 100,283.00	\$ 4,107.50	
	Year 2 Year 3	\$ 3,680.00		\$ 3,816.00 \$ 3,923.00	\$ 99,209.00	\$ 3,968.50	\$ 103,178.00	\$ 4,107.50	\$ 106,790.00 \$ 109,790.00
LEVEL 8	rear 3	\$ 3,783.00	\$ 50,557.00	3,525.00	\$ 101,557.00	\$ 4,060.00	3 100,077.00	\$ 4,223.00	\$ 109,790.00
	Year 1	\$ 3,907.00	\$ 101,578.00	\$ 4,051.50	\$ 105,337.00	\$ 4,213.50	\$ 109,551.00	\$ 4,361.00	\$ 113,386.00
	Year 2	\$ 3,907.00	' '	\$ 4,051.50	· · ·	\$ 4,213.30	\$ 109,551.00	\$ 4,501.50	
	Year 3	\$ 4,156.50		\$ 4,310.50		\$ 4,482.50	\$ 116,545.00		
	Year 4	\$ 4,136.30		\$ 4,310.30		\$ 4,482.30	\$ 119,804.00		
	Year 5	\$ 4,272.30	· · ·	\$ 4,451.50	· · ·	\$ 4,608.00	\$ 119,804.00		

CASSOWARY COAST REGIONAL COUNCIL - Schedule of PAY RATES - Classifications referenced to in Queensland Local Government Awards - State 2017									
		Effective 3/12/22	Effective 3/12/22	Effective 1/7/23	Effective 1/7/23	Effective 1/7/24	Effective 1/7/24	Effective 1/7/25	Effective 1/7/25
		3.30%	3.30%	3.70%	3.70%	4%	4%	3.50%	3.50%
		Fortnighly Rate	Annual Rate	Fortnighly Rate	Annual Rate	Fortnighly Rate	Annual Rate	Fortnighly Rate	Annual Rate
Queensland Local Government Industry (Stream B) Award - State 2017 Division 2 Section 5 Operational Services									
Level 1	Level 1 First 6M	\$2,004.50	\$52,105.00	\$ 2,078.50	\$ 54,033.00	\$ 2,161.50	\$ 56,195.00	\$ 2,237.00	\$ 58,162.00
Level 1	Level 1 After 6M	\$2,039.00	\$53,005.00	\$ 2,114.50	\$ 54,967.00	\$ 2,199.00	\$ 57,166.00	\$ 2,276.00	\$ 59,167.00
Level 2		\$2,071.00	\$53,837.00	\$ 2,147.50	\$ 55,829.00	\$ 2,233.50	\$ 58,063.00	\$ 2,311.50	\$ 60,096.00
Level 3		\$2,103.00	\$54,670.00	\$ 2,180.50	\$ 56,693.00	\$ 2,268.00	\$ 58,961.00	\$ 2,347.50	\$ 61,025.00
Level 4		\$2,135.50	\$55,516.00	\$ 2,214.50	\$ 57,571.00	\$ 2,303.00	\$ 59,874.00	\$ 2,383.50	\$ 61,970.00
Level 5		\$2,169.00	\$56,389.00	\$ 2,249.50	\$ 58,476.00	\$ 2,339.50	\$ 60,816.00	\$ 2,421.00	\$ 62,945.00
Level 6		\$2,239.50	\$58,215.00	\$ 2,322.00	\$ 60,369.00	\$ 2,415.00	\$ 62,784.00	\$ 2,499.50	\$ 64,982.00
Level 7		\$2,313.50	\$60,149.00	\$ 2,399.50	\$ 62,375.00	\$ 2,495.00	\$ 64,870.00	\$ 2,582.50	\$ 67,141.00
Level 8		\$2,396.50	\$62,298.00	\$ 2,485.00	\$ 64,604.00	\$ 2,584.50	\$ 67,189.00	\$ 2,675.00	\$ 69,541.00
Level 9		\$2,471.50	\$64,258.00	\$ 2,563.00	\$ 66,636.00	\$ 2,665.50	\$ 69,302.00	\$ 2,759.00	\$ 71,728.00
Queensla	nd Local Governme	nt Industry (Stream	m C) Award - State	2017	Division 2 - Secti	on 1	Building Trades	Services	
BTS level 1	All	\$2,169.00	\$56,389.00	\$ 2,249.50	\$ 58,476.00	\$ 2,339.50	\$ 60,816.00	\$ 2,421.00	\$ 62,945.00
BTS level 2	All	\$2,267.00	\$58,940.00	\$ 2,351.00	\$ 61,121.00	\$ 2,445.00	\$ 63,566.00	\$ 2,530.50	\$ 65,791.00
BTS level 3	All	\$2,371.50	\$61,653.00	\$ 2,459.50	\$ 63,935.00	\$ 2,557.50	\$ 66,493.00	\$ 2,647.00	\$ 68,821.00
Queensla	nd Local Governme	nt Industry (Strea	m C) Award - State	2017	Division 2 - Secti	on 2	Engineering and	Electrical/Electron	nic Services
C3		\$ 3,111.00	\$80,883.00	\$ 3,226.00	\$ 83,876.00	\$ 3,355.50	\$ 87,232.00	\$ 3,473.00	\$ 90,286.00
C4		\$ 2,902.50	\$75,458.00	\$ 3,010.00	\$ 78,250.00	\$ 3,130.00	\$ 81,380.00	\$ 3,240.00	\$ 84,229.00
C5		\$ 2,797.00	\$72,719.00	\$ 2,900.50	\$ 75,410.00	\$ 3,016.50	\$ 78,427.00	\$ 3,122.00	\$ 81,172.00
C6		\$ 2,684.50	\$69,791.00	\$ 2,784.00	\$ 72,374.00	\$ 2,895.00	\$ 75,269.00	\$ 2,996.50	\$ 77,904.00
C7		\$ 2,396.50	\$62,298.00	\$ 2,485.00	\$ 64,604.00	\$ 2,584.50	\$ 67,189.00	\$ 2,675.00	\$ 69,541.00
C8		\$ 2,313.50	\$60,149.00	\$ 2,399.50	\$ 62,375.00	\$ 2,495.00	\$ 64,870.00	\$ 2,582.50	\$ 67,141.00
C9		\$ 2,239.50	\$58,215.00	\$ 2,322.00	\$ 60,369.00	\$ 2,415.00	\$ 62,784.00	\$ 2,499.50	\$ 64,982.00
C10		\$ 2,169.00	\$56,389.00	\$ 2,249.50	\$ 58,476.00	\$ 2,339.50	\$ 60,816.00	\$ 2,421.00	\$ 62,945.00
C11		\$ 2,085.50	\$54,213.00	\$ 2,162.50	\$ 56,219.00	\$ 2,249.00	\$ 58,468.00	\$ 2,327.50	\$ 60,515.00
C12		\$ 2,032.50	\$52,844.00	\$ 2,108.00	\$ 54,800.00	\$ 2,192.00	\$ 56,992.00	\$ 2,269.00	\$ 58,987.00
C13		\$ 1,976.00	\$51,366.00	\$ 2,049.00	\$ 53,267.00	\$ 2,131.00	\$ 55,398.00	\$ 2,205.50	\$ 57,337.00
C14		\$ 1,976.00	\$51,366.00	\$ 2,049.00	\$ 53,267.00	\$ 2,131.00	\$ 55,398.00	\$ 2,205.50	\$ 57,337.00





SIGNATORIES

Signed for and on behalf of the

CASSOWARY COAST REGIONAL
COUNCIL

Andrew Graffen
Chief Executive Officer

In the presence of Peter Crosby



Signed for and on behalf of

QUEENSLAND SERVICES,
INDUSTRIAL UNION OF
EMPLOYEES

} Secretary
}

John Donaghy

In the presence of



Signed for and on behalf of the

THE AUSTRALIAN WORKERS' UNION OF EMPLOYEES, QUEENSLAND

Stacey Schinnerl

Qld Secretary

In the presence of Breanna Beattie



Signed for and on behalf of the

PLUMBERS & GASFITTERS

EMPLOYEES' UNION,

QUEENSLAND, UNION OF

EMPLOYEES

State Secretary

}

In the presence of Shari Charrington



Signed for and on behalf of the

CONSTRUCTION, FORESTRY,
MINING & ENERGY, INDUSTRIAL
UNION OF EMPLOYEES,
QUEENSLAND

Signed for and on behalf of the

Kane Lowth

Assistant State Secretary

In the presence of Emma Eaves



Signed for and on behalf of the	}
ENGINEERS, SCIENTISTS AND	} } Sean Kelly }
MANAGERS, AUSTRALIA, QUEENSLAND BRANCH, UNION OF EMPLOYEES'	} } Qld Director

In the presence of Jessica Hensman



Signed for and on behalf of the	}Rohan Webb \
AUTOMOTIVE, METALS, ENGINEERING, PRINTING AND KINDRED INDUSTRIES INDUSTRIAL UNION OF EMPLOYEES QUEENSLAND	j
	} } } AMWU State Secretary QLD/NT }
In the presence of	Ashleigh Wood