

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Cassowary Coast Regional Council Certified Agreement 2011

Matter No. CA/2011/353

Commissioner Brown 20 December 2011

CERTIFICATE

This matter coming on for hearing before the Commission on 20 December 2011 the Commission certifies the following written agreement:

Cassowary Coast Regional Council Certified Agreement 2011 - CA/2011/353

Made between:

Cassowary Coast Regional Council

AND

Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees
Plumbers & Gasfitters Employees' Union Queensland, Union of Employees
The Australian Workers' Union of Employees, Queensland
Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees
Queensland Services, Industrial Union of Employees

The agreement was certified by the Commission on 20 December 2011 and shall operate from 20 December 2011 until its nominal expiry on 30 June 2014.

This agreement cancels - Cassowary Coast Regional Council - Certified Agreement (Number 1) 2009 [CA/2009/30]

By the Commission.

Commissioner Brown

CASSOWARY COAST REGIONAL COUNCIL

CERTIFIED AGREEMENT 2011.

1 ARRANGEMENTS

Clause No

- 2 Definitions
 - 3 Relationship to Parent Awards
 - 4 Application
 - 5 Parties Bound
 - 6 Date and Period of Operation
 - 7 Grievance Settlement Procedure
 - 8 Commitment to Collective Bargaining and Re-Negotiation
 - 9 No Extra Claims
 - 10 Aims and Objectives of the Agreement
 - 11 Productivity Improvement
 - 12 Employment Security
 - 13 Use of Contractors
 - 14 Working Arrangements
 - 15 Pay Rates
 - 16 Categories of Employment
 - 17 Transferred Employees
 - 18 Annual Leave
 - 19 Long Service leave
 - 20 Bereavement Leave
 - 21 Compassionate Leave
 - 22 Cultural or Religious Leave
 - 23 Special Leave - Flooding and Natural Events
 - 24 Personal Leave
 - 25 Leave without Pay
 - 26 Training and Development
 - 27 Union Representation
 - 28 Salary Sacrifice
 - 29 Classification and Reclassification
 - 30 Council Uniforms
 - 31 Plumbers On-Call Arrangements
 - 32 Allowances
 - 33 Redundancy Provisions
 - 34 Copy of Agreement
 - 35 Consultative Committee
- Schedule 1 - Schedule of Wage Increases

2. DEFINITIONS/GLOSSARY OF TERMS

The following generic definitions apply in this agreement:

Act

The *Industrial Relations Act 1999*

Awards

Local Government Employees (Excluding Brisbane City Council) Award - State 2003

Building Trades Public Sector Award - State 2002

Engineering Award - State 2002

Queensland Local Government Officer's Award 1998

Consultative Committee

A committee of management, employee and union representatives established in accordance with Clause 35 for the purposes of achieving the objectives of this Agreement and as a legitimate forum for raising staffing and management issues, and contributing to the development of employment and operational strategies in a consultative and co-operative environment, and for the purpose of negotiating and implementing this Agreement,. [See clause 35].

Officer

An employee engaged in an administrative, technical, professional or supervisory role in accordance with the Queensland Local Government Officer's Award 1998, except those excluded from this Agreement under clause 4.

Operational Employee

An employee engaged in accordance with the Local Government Employees (Excluding Brisbane City Council) Award - State 2003

Trade Employee

An employee engaged in accordance with the Building Trades Public Sector Award - State 2002 or the Engineering Award - State 2002

3. RELATIONSHIP TO PARENT AWARDS

This Agreement shall be read and applied wholly in conjunction with the terms of the following Awards:

- Local Government Employees' (excluding Brisbane City Council) Award - State 2003;
- Building Trades Public Sector Award - State 2002;
- Engineering Award - State 2002; and
- Queensland Local Government Officers' Award 1998,

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

4. APPLICATION

This Agreement shall apply to Cassowary Coast Regional Council and all Officers, Operational and Trade employees, including trainees and apprentices, employed by the Cassowary Coast Regional Council during the life of this Agreement shall be employed in accordance with the terms of this Agreement.

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:

- The contract of employment states that the Agreement will not apply to the terms and conditions applicable to the employee; and
- 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. PARTIES BOUND

The parties to the Agreement are:

- Cassowary Coast Regional Council ABN 20 889 787 211 and
- The Australian Workers Union of Employees, Queensland ABN 54 942 536 069;
- Federated Engine Drivers' and Firemen's Association of Queensland, Union of Employees ABN 73 089 711 903;
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees' Queensland ABN 59 459 725 116;
- Plumbers and Gasfitters Employees' Union, Queensland, Union of Employees ABN 51 918 867 235;
- Construction Forestry Mining and Energy Industrial Union of Employees, Queensland ABN 73 089 711 903;
- The Queensland Services Industrial Union of Employees ABN 86 351 665 653;
- Association of Professional Engineers, Scientists and Managers Australia ABN 99 589 872 974.

6. DATE AND PERIOD OF OPERATION

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 2014.

7. GRIEVANCE SETTLEMENT PROCEDURE

It is agreed that it is in the interests of all parties to manage resolution of any conflict by means which do not disrupt the operations of the workplace.

However, in the event of any disagreement between the parties as to the interpretation of this Agreement or application of HR Policy, the following procedure will be followed:-

This Agreement recognises that employees' grievances should be resolved speedily, effectively and informally between the employee and supervisor where possible and without the need for recourse to industrial action.

The following procedure will apply for the resolution of any dispute:-

- a) The employee is to notify the Supervisor, in writing, of the nature of the grievance and the remedy being sought.
A meeting between the employee and the Supervisor is to be held as soon as practicable to discuss the matter. The meeting should be held within two working days of notification, or other agreed timeframe.
- b) If the matter is not resolved at this meeting, the employee may request the Supervisor to refer the matter to the Departmental Director.
Further discussions involving all parties are to be held again within two working days, if practicable, or other agreed time frame.
- c) If the matter is not resolved at this meeting, the employee may request the Supervisor to refer the matter to the Chief Executive Officer.
Further discussions involving all parties are to be held again within two working days, if practicable, or other agreed timeframe.
- d) If the matter remains unresolved, then the dispute may be referred to either the Local Government Association of Queensland or the relevant Union, or both, with view to a further conference between the parties. Representatives of these respective Associations shall make all such suggestions and do all such things as appear to them to be right and proper for bringing about the settlement of the dispute.
- e) If the matter remains unresolved, then either party may refer the matter to the Queensland Industrial Relations Commission for conciliation or arbitration.

This procedure does not preclude either party from raising the issue to a higher stage at any time having regard to the issue involved.

While this procedure is being followed normal work is to continue, except where there are genuine matters of health or safety involved, as determined by the Council Workplace Health and Safety Coordinator, in which case the employee will not work in any unsafe environment but where appropriate shall accept re-assignment to alternative suitable work environment in the meantime.

In any steps of this procedure, the employee may be represented by a member or members of the Local Government Employment Group or Union representative.

8. COMMITMENT TO COLLECTIVE BARGAINING AND RENEGOTIATION

The parties to this Agreement are committed to bargain collectively in respect of employees whose terms and conditions are covered by one of the relevant parent Awards listed in Clause 3. Therefore, the Employer agrees that individual employee agreements will not be promoted or entered into during the life of this Agreement.

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; Provided that in the event that the new Agreement is not finalised within this period the existing Agreement will continue to operate.

9. NO EXTRA CLAIMS

The Parties agree that this Agreement resolves all claims and issues and that no extra claims will be made 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.

If, prior to the expiry of this Agreement, the terms of relevant Awards or legislated employment conditions are varied in any way which would have application to Cassowary Coast Regional 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.

10. AIMS AND OBJECTIVES OF THE AGREEMENT

The Parties aim to develop safe, harmonious and productive workplaces where managers, supervisors and employees can anticipate and respond to changes arising from the community, business and government, and the environment.

This Agreement assists Council and its employees to maximise efficiency and effectiveness in planning, operations, service delivery, administration and governance. The parties are committed to cooperate to ensure the ongoing success and viability of Cassowary Coast Regional Council, and intend that this Agreement will:

1. Commit to maintaining a healthy and safe work environment;
2. Promote a harmonious and productive work environment through ongoing cooperation and consultation;
3. Ensure quality services are reliably provided to the community and customers;
4. Provide secure employment, rewards and recognition and career opportunities for employees;
5. Encourage and enable employees to access relevant training and development so they can gain and utilise a broad range of skills and competencies;
6. Achieve continuing improvements in productivity and performance indicators;
7. Improve the competitiveness of Council's workforce;
8. Provide 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 and productivity.

Managers, unions and employees are committed to cooperate and utilise consultative processes to ensure these objectives are achieved, and a cohesive Council workforce is developed across the region.

11. PRODUCTIVITY IMPROVEMENT

The parties are committed to improving the quality, efficiency and accessibility of client services provided by Council and recognises that job security is enhanced by continually improving performance and productivity.

Performance Measures or Key Indicators, where required, will be jointly developed and agreed between the parties.

The Consultative Committee will have an ongoing role under the Agreement, particularly in assisting Council achieving an improvement in productivity and efficiency.

The parties agree to jointly promote initiatives which will reduce operational costs and wastage and which will generate greater productivity for the organization.

12. EMPLOYMENT SECURITY

Cassowary Coast Regional Council is committed to security of employment for permanent 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 should enhance the operations of the Council. The parties are committed to continually improving the job security of employees by:

- Training and educating employees and providing retraining where appropriate;
- Career development and equal opportunity;
- Using natural attrition and re-allocation after consultation in preference to redundancy;
- Timely advice and consultation with parties to the agreement and affected employees, about any significant re-allocation or reduction of labour;
- The Employer continuing to manage its workforce in order to minimise the need for involuntary labour reductions in the future.

Where changes in work patterns or practices affect job viability, the Employer 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 in changes of work practices shall be achieved in accordance with all relevant Award provisions and Redundancy Provisions which are contained in this Agreement.

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 Industrial Awards and legislation relating to disciplinary matters.

13. USE OF CONTRACTORS

The Cassowary Coast Regional 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. It is acknowledged that the use of contractors can help to achieve this objective.

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.

In accordance with normal industrial relations requirements, the Employer 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.

14. FLEXIBLE WORKING ARRANGEMENTS

14.1 Spread of Hours (All Officers and Employees)

The normal spread of ordinary hours for all employees shall be between 6.00am and 6.00pm. 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 Operational and Trade Employees (38 hours per week) and Officers (36.25 hours per week) as provided for in the relevant awards.

14.2 Expansion of Ordinary Time Hours

Following consultation with employees, management 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:

- 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.
- 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 the productivity benefits associated with the extended hours, the relevant Manager or Supervisor and employees affected may agree that daily hours revert to normal hours while such circumstances persist.
- 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.
- 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 (Officers), or one Rostered Day Off (RDO) in every ten (10) day work cycle (Operational and Trade employees) unless there is agreement to the contrary, either provided for under this Agreement or separately.
- 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.
- 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 management.
- 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.
- Where hours in excess of the agreed ordinary hours are worked, overtime will be paid in accordance with the relevant award or acquitted as accrued hours consistent with this Agreement. Provided that, as at 30 June in each year period, employees shall have: -
 - Worked their total ordinary annual hours for the preceding twelve (12) month period;
 - Been paid for their total ordinary annual hours; and
 - Attempted to acquit as many excess hours as possible by taking leave.
- 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 Pay Section.

- 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 Award.

14.3 Nineteen (19) Day Month Rostered Day Off - Officers

The Nineteen (19) day month Rostered Day Off arrangements are provided for all Officers.

The parties agree that in order to work a 19 day month and have one rostered day off each four (4) weeks, employees are required to work 7.63 hours per day or 38.17 hours per week. The actual start time, finish time and morning tea and lunch breaks will be arranged in consultation with the employees in each work area and the employer to meet Council's business requirements.

Flexible Work Arrangements for Officers may be arranged or varied by mutual agreement with their manager, subject to approval by the departmental director and/or CEO.

When considering approval of the working arrangement, agreed by a group of officers or section with their manager, the director or CEO will ensure that there is no reduction in customer service levels, no additional cost to Council, any impact on related areas or internal customers is understood and managed and the arrangement meets the objectives and operational requirements of Council, then approval to such working arrangements will not be unreasonably withheld.

The parties recognise the flexibility contained in existing award provisions in relation to Rostered Days Off (RDO's). In an effort to enhance more flexible work arrangements and to better suit the requirements of employees while still complementing Award provisions, it is agreed that employees participating in a 19 day month arrangement under this Agreement may have access to RDO's as follows: -

- RDO's will be taken to mutually suit the requirements of the employees affected and the operation of the work area
- Employees may elect to bank up to five (5) RDO's.
- Taking of RDO's
 - Council will keep a record of RDO's accrued in the name of each employee
 - Upon agreement with their supervisor, an employee may take an RDO or part thereof, after accruing one (1) day's equivalent time. Subject to staffing requirements the supervisor shall not unreasonably withhold approval for any request for RDO's.
 - RDO's may be taken in conjunction with any other leave entitlement provided that leave application is made and approved.
 - RDO's will continue to be accrued by employees during periods of paid leave, but not during periods of Leave without Pay.
- Any employee who has accrued in excess of five (5) days RDO time may be directed by their supervisor 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.

Separation of Accrued Hours (for extended hours or TOIL) and RDO's on Payslips

The parties agree that hours accrued for RDO's, Accrued leave/extended hours available to each employee will be shown separately on employees weekly pay slips. 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 slips, or otherwise made available to affected employees on a monthly basis.

14.4 Nine (9) Day Fortnight - Operational and Trade Employees

Nine (9) Day Fortnight Rostered Day Off arrangements are provided for all operational and trade employees and those Officers who supervise them.

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) (Herein called the "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.

Each work area shall pre-determine the roster for taking RDOs, which can be altered by mutual agreement. The roster shall have regard to the operational requirements of the work area and be approved by the Manager/Director of the work area.

Time sheets must be completed at the completion of the days work and are to be submitted daily prior to going home. RDO hours taken are to be specified on timesheet.

The parties recognise the flexibility contained in existing award provisions in relation to Rostered Days Off (RDO's). In an effort to enhance more flexible work arrangements and to better suit the requirements of employees while still complementing Award provisions, it is agreed that employees participating in a nine (9) day fortnight arrangements under this Agreement may have access to RDO's as follows: -

- Employees may elect to bank up to five (5) RDO's.
- Taking of RDO's
 - Council will keep a record of RDO's accrued in the name of each employee.
 - Upon agreement with their supervisor, an employee may take an RDO after accruing one (1) day's equivalent time provided five (5) working days notice is given by the employee if the RDO requested is additional or an alternative RDO from the usual roster for RDOs. Subject to staffing requirements the supervisor shall not unreasonably withhold approval for any request for RDO's.
 - By special arrangement individuals can elect to alter their scheduled day of the RDO for personal reasons.
 - RDO's may be taken in conjunction with any other leave entitlement provided that leave application is made and approved.
 - RDO's will continue to be accrued by employees during periods of paid leave, but not during periods of Leave without Pay.
 - 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.
- Any employee with an entitlement in excess of five (5) days RDO time may be directed by their supervisor to take time accrued in excess of five (5) days at a mutually agreed time, or may request payment at the appropriate rate, unless there is written agreement as to when the accrued time will be taken.
- An employee required to work on the rostered day off shall be paid at the rate of time and a-half for the first 3 hours and double time thereafter with a minimum payment of 3 hours. An employee shall not be entitled to a minimum payment in respect of each separate period of overtime.

Separation of Accrued Hours (for extended hours or TOIL) and RDO's on Payslips

The parties agree that hours accrued for RDO's, Accrued leave/extended hours available to each employee will be shown separately on employees weekly pay slips. 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 slips, or otherwise made available to affected employees on a monthly basis.

15. PAY RATES

Increase pay rates as follows:

- Year 1 from first pay period July 2011 all pay rates will increase by 3.5% per annum or \$30 per week which ever is the greater;
- Year 2 from first pay period in July 2012 all pay rates will increase by 3.7% per annum or \$30 per week which ever is the greater;
- Year 3 from first pay period in July 2013 all pay rates will increase by 3.7% per annum or \$30 per week which ever is the greater.

Pay rates applicable for each year of this Agreement are shown in Schedule 1 attached to this Agreement.

15.1 Transition to Fortnightly Pay Periods

To facilitate efficiency in payroll administration and the implementation of a new payroll system during the term of this Agreement, after giving employees at least three months' notice, Council will implement fortnightly pay cycle as provided by the relevant awards.

To assist employees transition to the new pay cycle, Council will provide a one-off payment of \$150 per employee to assist them in the first fortnightly pay cycle and during the three month notice period will provide training and access to advice on household budgeting to assist employees and their families to prepare for the new pay cycle.

16. CATEGORIES OF EMPLOYMENT

16.1 Permanent Full Time Employee

A permanent full time employee is one who works the "ordinary hours" for an employee in that occupation and who is not classified as casual or fixed term employee. "Ordinary hours" is defined in the relevant award pertaining to each employee.

"Ordinary hours" for employees are as follows:

- thirty-six and one quarter hours (36.25 hours) per week for employees covered by the Queensland Local Government Officers' Award 1998; and
- thirty-eight hours (38 hours) per week for employees covered by the Local Government (excluding Brisbane City Council) Award - State 2003, Building Trades Public Sector Award - State 2002 and the Engineering Award - State 2002.

Full time employment does not include part-time, casual or fixed term (temporary) as defined in this agreement.

16.2 Permanent Part Time Employee

A permanent part time employee is one who works a lesser number of hours than full -time work but works a regular number 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. Part time employees do not accrue RDO hours as they do not work sufficient hours to allow for RDO accruals.

At the time of engagement the employer and employee will agree in writing on a pattern of work (i.e. specific days and/or hours to be worked) relevant to the position.

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 7 ¼ hours per day or 36 ¼ ordinary hours per week (Officers) or 7 hours & 36 minutes per day or 38 ordinary hours per week (operational and trade employees) in the same way that it applies to a full time employee.

A part time employee may refuse and the employer may not attempt to force a part time employee to work any hours over and above their normal part-time hours in circumstances what 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 the employer of the additional hours and by the employee of his or her intention to refuse it
- e. any other relevant matter.

16.3 Casual Employee

Casual employment may be defined as employment for fewer hours than the normal full-time working week, usually in a non-regular pattern. Definitions of casual employment in awards vary, although the more common ones include "employees who are engaged and paid as such" or "who are paid by the hour". In some cases casual employees work full time hours. Casual employees are not permanent employees. Therefore they do not accrue the same benefits, such as overtime, annual leave, long service leave and payment for public holidays. Casual employees receive a loading to compensate for the absence of such benefits.

16.4 Fixed Term (Temporary) Employee

A fixed term (temporary) employee is one employed under a contract that operates for a specific period of time such as one year, such as Maternity 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.

17. TRANSFERRED EMPLOYEES

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;

- 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
- is relocated between a depot and office in the same town
- applies for/is appointed to and accepts a position designated at another workplace in another area.

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.

17.1 The employer 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 award if agreeing to use their private vehicle. Any travel time in excess of normal daily travel will be undertaken in the employer's time or paid at the ordinary time rate Monday to Friday or time-and-a-half on Saturday, Sunday or Public Holiday.

17.2 If the need should arise for the Employer 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.

17.3 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.

17.4 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 5 working days or one 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 \$11.50 per day in addition to the payment for travel time and vehicle expenses provided in paragraph 17.1. The amount of \$11.50 shall be indexed in accordance with percentage wage increases contained in this agreement. The Transferred Employee allowance payable will be as follows:

- From 1st July 2011- \$11.50 per day;
- From 1 July 2012 - \$11.93 per day
- From 1 July 2013 - \$12.37 per day

18. ANNUAL LEAVE

All Officers and employees will accrue five (5) weeks annual leave for each year of employment (commencing from 1 January 2009). If accrual exceeds two years' benefit [i.e. ten (10) weeks accrued, excluding pro-rata accrual for next year], an Officer or employee may be directed to take Annual Leave at a mutually agreed time, or with 14 days notice in accordance with the Industrial Relations Act 1999, Chapter 2 Part 1 Division 3 Section 12.

19. LONG SERVICE LEAVE

At the commencement of this Agreement, each employee whose employment with the Johnstone or Cardwell Shire Council commenced prior to 1998 [i.e. at least ten years before the commencement of this Agreement] shall be credited with Long Service Leave accrual, less any Long Service Leave previously taken, calculated on the arrangements that applied to each individual employee and their former employer under the relevant Award, EBA or other industrial agreement.

In addition to any accrual of Long Service leave in accordance with previous industrial instruments, from the date of commencement of this Agreement, all employees of the Cassowary Coast Regional Council, shall accrue Long Service Leave at the rate of 1.3 weeks per year of service.

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.

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).

20. BEREAVEMENT LEAVE

Employees 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 as listed below:

Wife, de facto wife, husband, defacto 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, grand-daughter, niece, nephew, aunt, uncle.

An employee may also access up to three (3) days from their accrued Personal Leave to be taken in addition Bereavement Leave.

This shall be subject to the production of evidence of death satisfactory to the employer, or the completion of a statutory declaration under the provisions of the Oaths Act.

21. COMPASSIONATE LEAVE

Employees covered by this Agreement (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 days or two separate periods of one day or as agreed by the employer 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 the Employer reasonably requires.

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.

For all compassionate leave "Immediate family" includes:

- (a) a spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and
- (b) child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, brother-in-law, sister-in-law, grandchild or sibling of the employee or spouse of the employee.

22. CULTURAL OR RELIGIOUS LEAVE

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

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

- An employee who identifies as coming from such a background shall be given reasonable opportunity to practice the spiritual and cultural requirements of their culture.
- Where this involves time away from work the employee may take annual leave, accumulated rostered days off, TOIL or accumulated accrued hours.
- Any dispute about leave to meet cultural, spiritual or religious needs shall be referred to the dispute settling provisions contained in the relevant Award and Council Policy.

23. SPECIAL LEAVE - FLOODING AND NATURAL EVENTS

An amount of Special Leave - Flooding and Natural Events, being a maximum of two (2) days on an annual financial year basis and non-accruable, may be granted to Council's permanent staff who are unable to attend their normal place of work, or such other work place, that may be nominated on an individual or collective basis in respect of flooding and natural events, in the following circumstances:-

- Where the employee is unable to travel to work with a reasonable level of safety due to events such as flooding and cyclonic disturbances;
- Where the employee must, of necessity, remain at home to safeguard the employees family or property;
- Where the employee is required to return home before the employees usual ceasing time to ensure personal safety or the protection of the employees family or property;
- Where Special Leave - Flooding and Natural Events is sought on the basis of an employee being unable to safely travel to and from work, the employee must remain in a situation and/or condition of being able to attend work should suitable safe travel happen to be arranged.

Where flooding and natural events may exist, and Special Leave has been exhausted, then employees will be entitled to other types of leave and accruals in accordance with provisions that already exist.

In interpreting this agreement it is to be remembered that Council is a community service organisation and has a lead role to play in times of flooding and other natural 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 Shire, subject to the personal safety of employees and their families.

Council may nominate alternate places of work for certain employees whose presence may be desired in order to address flooding and natural events preparedness and response. For the purpose of this agreement, these alternate places of work are to be taken as the employees' normal work place, for the duration of the natural event.

24. PERSONAL LEAVE PROVISIONS

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.

1. 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.
 - a. If an employee is absent from work due to personal leave he/she must advise their immediate Team Leader, Coordinator or Manager as soon as practicable advising of their absence;
 - b. Contact must be made personally by telephone or in person by either the employee or an immediate family or household member;
 - c. Failure to notify may result in non-approval of personal leave and absence being classed as leave without pay;
 - d. 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;
 - e. The above procedure must occur on each day of an absence not covered by a medical certificate;
 - f. A Medical Certificate is required for all absences in excess of two (2) working days.
2. Personal leave which is not accessed will accrue from one year to the next, to a maximum of 32 weeks leave. *[Notwithstanding the amount of Personal Leave accrued, in accordance with the Queensland Industrial Relations Regulations, the Employer is not required to pay Personal Leave in excess of 13 weeks in any 12 month period. Approval of Personal Leave beyond 13 weeks shall be at the sole discretion of the Chief Executive Officer.]*
3. If an employee has accessed an excessive amount of Personal or other Leave, the Employer may require the employee to undergo functional capacity assessment/evaluation at the Employer'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 employment may be terminated in accordance with the provisions of this Agreement. Such termination for 'frustration of employment' shall not be considered a redundancy.

4. Council will make payment of 50% of accumulated personal leave due to any employee up to a maximum of twenty (20) days upon retirement, death or termination of services for reasons other than misconduct.

25. LEAVE WITHOUT PAY

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

26. TRAINING AND DEVELOPMENT

The parties to this Agreement recognise that, in order to increase the long term sustainability, efficiency, and competitiveness of Council, a strong and sustained commitment to training and skill development is required on both an individual and Council-wide basis. The parties also recognize that training will be provided to meet the business and operational needs of Council, and that 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.

Accordingly, the parties commit themselves to optimizing the capability, performance and career development options for employees by implementing the following:

- (a) Relevant training programs, retraining and education for employees;
- (b) Individual career development planning based upon the annual performance appraisal and development planning process;
- (c) Providing employees with individual training and career opportunities through appropriate training to acquire the necessary additional skills for various and differing local government occupations, as required by the Employer;
- (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;

The parties agree with respect to the training and career path development of employees, that each permanent employee will have access to learning processes and resources through a mutually agreed career development plan, which meets the needs of the Employer as well as the employee. New employees will agree a training plan with their supervisor during the probationary period.

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 performance appraisal and development planning process and will be based both 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 operational 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.

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.

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. Where access to agreed training is unreasonably delayed or withheld, the employee may progress a grievance through the procedure at Clause 7 of this Agreement.

Approved individual development plans should seek to professionally develop employees so that they can satisfy key position accountabilities and improve career development prospects, with a view to providing council with a highly skilled workforce, armed with the necessary skills to meet the future service and operational requirements.

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.

27. UNION REPRESENTATION

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.

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.

The Council shall allow reasonable access to its employees during normal working hours by accredited officials of the Unions party to this Agreement subject to prior notification being given to the Supervisor of the employee affected, or notification to Chief Executive Officer or Manager Human Resources if the Union official(s) wish to address the entire workforce or part of workforce.

The 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.

27.1 Trade Union Training Leave

Council agrees to allow reasonable opportunity for employees who are nominated as workplace delegates to attend seminars and courses conducted by the authorized Union training courses.

Upon written application by an employee to an Employer, such application being endorsed by the Union concerned and giving to the Employer at least one month's 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.

"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.

The granting of such leave shall be subject to the convenience of the Employer and so that the operations of the Employer will not be unduly affected.

The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the Employer's operations.

In granting such paid leave, the Employer 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.

Leave granted to attend courses will not incur additional payment if such course coincided with the employee's Rostered Day Off or with any other concessional leave.

27.2 Deduction of Union Fees

The Employer 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.

28. SALARY SACRIFICE

An employee may elect to have their [compulsory 6%] employee superannuation contributions deducted from pre-tax pay, together with the applicable [15%] superannuation contributions tax for members of the defined benefit fund of LGSuper, which will be deposited in the employees LGSuper account. An employee may separately or in addition, have an amount deducted from their pre-tax salaries/wages and paid directly into the Local Government Superannuation Scheme [NB 15% superannuation contributions tax will be deducted from pre-tax voluntary contributions]. To facilitate this, the employee must sign and submit a written "salary sacrifice" agreement to allow such contributions from "before tax" pay.

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. Provided there is no cost to Council [including GST, FBT and administration costs] and the proposed arrangement complies with the Australian Taxation Office guidelines and the Superannuation guidelines, an employee may make application to salary-sacrifice pre-tax pay for other items. [NB Council is not classed as a 'beneficial organisation' by the Australian Tax Office, which means the tax effective benefits of salary sacrifice for council employees are generally limited to Superannuation. Limits also apply to tax effective contributions to superannuation, depending upon age.]

The parties agree that the 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.

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.

29. CLASSIFICATION AND RECLASSIFICATION

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.

In undertaking any classification or reclassification process involving employees employed under the Engineering Award - State 2002, the Council commits to undertake this in accordance with the procedure contained in the Engineering Award - State 2002.

The following provisions will apply to the classification, review and reclassification of positions within Council's approved organisational structure.

All steps in the review process prior to review by the Chief Executive Officer will result in reference to further review, agreement on current classification or recommendation for reclassification only. Approval of reclassification rests solely with the Employer. All recommendations will be referred through the Chief Executive Officer.

An initial Position Description shall be established for each position as agreed between the incumbent and the immediate supervisor and approved by the Chief Executive Officer.

The Position Description shall be reviewed, at least annually, on the anniversary of the appointment to the position of the incumbent. The review shall be conducted during the annual performance and development review of the employee concerned, in the first instance by the incumbent and their immediate supervisor and the classification of the position agreed as a result of the review.

In the event that agreement cannot be reached in developing and/or reviewing the Position Description at first instance, the matter shall be referred to the relevant Department Manager for further review, together with the incumbent and immediate supervisor. A relevant workplace Union delegate or Union Official may accompany the incumbent at this stage.

A copy of the approved and verified Position Description shall be given to the incumbent and a further copy shall be retained on the employee's Personnel file.

30. COUNCIL UNIFORMS/PPE

The Employer will provide all operational and trade 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.

After the initial allocation of protective clothing, replacement items will be issued on production of worn, faded or damaged items as per guidelines to be formulated by the Consultative Committee.

Appropriate Personal Protective Equipment (PPE) will be provided upon commencement of employment and will be replaced on fair wear and tear basis.

Existing Officers will receive an annual allowance of \$300 to purchase corporate uniform items from the authorised uniform supplier. Newly appointed Officers shall receive \$400 in their first year of employment and \$300 per annum in subsequent years.

Officers will be provided with Protective Clothing and Personal Protective Equipment (PPE) subject to written recommendation or approved internal requisition being provided to Purchasing and Stores section by the relevant Departmental Manager. Any additional items supplied will be funded from the relevant departmental budget of the employee concerned.

31. PLUMBERS ON CALL ARRANGEMENTS

It is agreed between the parties that the following provisions be implemented from the date of certification of the Agreement to provide for a plumber to be on call for 24 hours a day, seven days a week to answer emergency plumbing calls.

It is agreed between the parties that Plumbers On-Call Allowance arrangements will be reviewed if and when amendments to the Building Trades Public Sector Award - State are made covering On-Call Arrangements and associated allowances.

Provisions to apply are as follows: -

- A roster will be drawn up involving all eligible plumbers employed by Council, whereby each plumber will be on call for a seven (7) day period on a rotational basis.
- In order to be eligible to be part of the roster a plumber must hold a current 'C' Class Queensland driver's licence and be directly accessible by telephone during out of work hours on the relevant rostered week.
- A plumber who is required by the Employer to be on call for emergency work outside ordinary working hours shall be paid an allowance at the rate of 30% of the gross Building Trade Level 3 (BT3) at ordinary time for each week for which the plumber is required to be on call.
- Plumbers called out on emergency work shall be entitled to payment for such work from the time of leaving home to commence that work until they return home from such work; provided that the plumbers shall ensure that they return home within a reasonable time and payment shall be calculated accordingly. In any event, payment shall not be less than two (2) hours wages at overtime rates. When the actual time involved exceeds two (2) hours, payment at overtime rates shall apply as per Award.
- Where a plumber is required to remain on call on any statutory holiday, he/she shall be paid for such statutory holiday a sum equal to his/her pay for a working day of eight hours.

Provided that if any plumber whilst on call is required to perform any other work for which rates of pay are fixed by the relevant Award, he/she shall be paid for the time so worked at the prescribed overtime rate in lieu of the above rate and the sum aforementioned shall be reduced by an amount bearing the same proportion to such sum as the time worked at overtime rates bears to the period of eight hours.

Provided further, if the time worked by the plumber at overtime rates is eight hours or more, then the employee shall be entitled to receive only the amount earned by him/her at overtime.

- A plumber whose period of on call duty includes or coincides with a Public Holiday shall have added to the plumber's annual leave entitlement one day for each such holiday on which such plumber is required to be on call.
- A plumber who is rostered on call for a specified week shall not elect to take a rostered day off during the "on call" week.
- A Council vehicle shall be provided for take home and call out use during the on "on call" week. No private use of the Council vehicle is permitted unless otherwise authorised by the relevant manager. A mobile telephone, for Council business use only, will also be provided.
- Plumbers on call will maintain a full log of all call outs attended.

32. TRADE ALLOWANCE

Employees employed under the Engineering Award - State 2002 and 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.

33. REDUNDANCY PROVISIONS

Where organisational, technological or change in business or trading activity occurs, the employer will, as early as possible, consult affected employees and their representatives regarding measures to avert, minimise or mitigate the numbers and adverse affects of any proposed redundancies on the employees concerned.

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.

Redundancy will occur when an employer 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 the employer and that decision leads to the termination of employment of the employee, except where this is due to the ordinary customary turnover of labour.

33.1 Transfer to lower paid duties

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 the employer may at the

employer'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.

33.2 Severance Pay

An employee whose employment is terminated by reason of redundancy is entitled to severance pay as described below.

2 week's pay per year of service to maximum of 52 week's pay, with a minimum payment of 4 week's pay. An Incentive Payment of \$6500 or 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.

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.

33.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in the relevant parent awards detailed under Clause 3 of this Agreement. In the circumstance the employee will be entitled to receive the benefits and payments they would have received under this Clause had they remained with the employer until the expiry of the notice but will not be entitled to payment in lieu of notice.

33.4 Alternative Employment

The employer 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.

33.5 Job Search

During the period of notice of termination given by the employer in accordance with the relevant parent awards detailed in Clause 3 of this Agreement, an employee shall be allowed up to one (1) day time off without loss of pay during the period of notice for the purpose of seeking other employment. The employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent. The employer may, at their sole discretion, allow an employee additional time off during the periods of notice to attend interview without loss of ordinary pay.

33.6 Employees Exempted

This Clause does not apply to:

- Probationary employees
- Apprentices or Trainees
- Employees engaged for a specific period of time or for a specified task or tasks
- Casual employees
- An employee whose employment is terminated for poor performance, misconduct or other disciplinary reason with notice or payment in lieu
- An employee whose employment is terminated as a consequence of serious misconduct that justifies dismissal without notice

33.7 Redundancy Disputes

Any dispute in relation to a redundancy decision or application of this clause shall be resolved in accordance with the Grievance Settlement Procedure in Clause 6 of this Agreement.

34. COPY OF AGREEMENT

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.

35. CONSULTATIVE COMMITTEE

A committee of management and employee representatives will meet on a quarterly basis [i.e. four times each year] 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 co-operative environment.

The Consultative Committee shall also be responsible for ensuring negotiating arrangements for a replacement Agreement.

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.

The parties agree that employees may elect employee representatives to the Consultative Committee on an annual basis, or as needed.

SCHEDULE 1 - WAGE INCREASE

Cassowary Coast Regional Council Schedule of Pay Rates										
Local Government Employees Award										
	Normal Rate							Casual Rate (with 23% loading)		
	Old Rate	From 1 July 2011		FPP after 1 July 2012		FPP after 1 July 2013		From 1 July 2011	FPP after 1 July 2012	FPP after 1 July 2013
	Weekly \$	Weekly \$	Hourly \$	Weekly \$	Hourly \$	Weekly \$	Hourly \$	Hourly \$	Hourly \$	Hourly \$
Level 1 - first 6 months	753.40	783.40	20.6158	813.40	21.4053	843.50	22.1973	25.3574	26.3285	27.3026
Level 1 after 6 months	768.95	798.95	21.0250	828.95	21.8145	859.62	22.6216	25.8608	26.8318	27.8246
Level 2	782.12	812.12	21.3716	842.17	22.1623	873.33	22.9823	26.2870	27.2597	28.2683
Level 3	795.29	825.29	21.7182	855.83	22.5217	887.49	23.3550	26.7133	27.7017	28.7267
Level 4	808.60	838.60	22.0684	869.63	22.8850	901.80	23.7317	27.1442	28.1485	29.1900
Level 5	822.16	852.16	22.4253	883.69	23.2550	916.39	24.1154	27.5831	28.6036	29.6620
Level 6	850.67	880.67	23.1755	913.25	24.0330	947.05	24.9222	28.5059	29.5606	30.6544
Level 7	880.34	911.15	23.9777	944.86	24.8649	979.82	25.7849	29.4925	30.5838	31.7154
Level 8	912.70	944.64	24.8591	979.60	25.7789	1015.84	26.7327	30.5767	31.7080	32.8812
Level 9	942.33	975.31	25.6661	1011.40	26.6157	1048.82	27.6005	31.5693	32.7374	33.9486
Building Trades Award (Carpenter, Painter, Plumber)										
BT1	822.16	852.16	22.4253	883.69	23.2550	916.39	24.1154	27.5831	28.6036	29.6620
BT2	862.00	892.00	23.4737	925.00	24.3422	959.23	25.2429	28.8726	29.9409	31.0487
BT3	903.07	934.68	24.5968	969.26	25.5069	1005.12	26.4506	30.2540	31.3734	32.5342
Engineering Award (Fitter, Mechanic, Boilermaker, Welder)										
C10	822.16	852.16	22.4253	883.69	23.2550	916.39	24.1154	27.5830737	28.6036	29.6620
C9	850.67	880.67	23.1755	913.25	24.0330	947.05	24.9222	28.5058974	29.5606	30.6544
C8	880.34	911.15	23.9777	944.86	24.8649	979.82	25.7849	29.4925483	30.5838	31.7154
C7	912.70	944.64	24.8591	979.60	25.7789	1015.84	26.7327	30.5766509	31.7080	32.8812
C6	1026.11	1062.02	27.9480	1101.32	28.9821	1142.07	30.0544	34.3760351	35.6479	36.9669

Cassowary Coast Regional Council Schedule of Pay Rates													
Local Government Officers Award													
	Old Rate	Normal Rate						Casual Rates					
		From 1 July 2011		FPP after 1 July 2012		FPP after 1 July 2013		From 1 July 2011		FPP after 1 July 2012		FPP after 1 July 2013	
		Weekly \$	Annual \$	Weekly \$	Annual \$	Weekly \$	Annual \$	M-F Hour \$	S-S Hour \$	M-F Hour \$	S-S Hour \$	HourM-F \$	S-S Hour \$
Jnr < 17	511.03	541.03	28,134	571.03	29,694	601.03	31254	18.6562	19.5517	19.6907	20.6358	20.7252	21.7200
Jnr 17	540.28	570.28	29,655	600.28	31,215	630.28	32775	19.6648	20.6087	20.6993	21.6929	21.7338	22.7770
Jnr 18	598.87	628.87	32,701	658.87	34,261	688.87	35821	21.6852	22.7261	22.7197	23.8102	23.7541	24.8943
Jnr 19	657.43	687.43	35,746	717.43	37,306	747.43	38866	23.7045	24.8423	24.7390	25.9264	25.7734	27.0106
Jnr 20	715.98	745.98	38,791	775.98	40,351	805.98	41911	25.7234	26.9582	26.7579	28.0423	27.7924	29.1264
Level 1													
A	779.27	809.27	42,082	839.27	43,642	870.32	45257	27.9059	29.2453	28.9403	30.3295	30.0111	31.4517
B	792.78	822.78	42,785	853.22	44,368	884.79	46009	28.3717	29.7336	29.4215	30.8337	30.5101	31.9746
C	811.65	841.65	43,766	872.79	45,305	905.08	47064	29.0224	30.4155	30.0962	31.5409	31.2098	32.7079
D	832.74	862.74	44,862	894.66	46,522	927.76	48244	29.7497	31.1776	30.8504	32.3312	31.9919	33.5275
E	855.10	885.10	46,025	917.85	47,728	951.81	49494	30.5207	31.9857	31.6500	33.1692	32.8210	34.3964
F	877.87	908.60	47,247	942.21	48,995	977.08	50808	31.3309	32.8348	32.4901	34.0496	33.6923	35.3095
Level 2													
A	903.81	935.44	48,643	970.05	50,443	1005.95	52309	32.2567	33.8050	33.4502	35.0558	34.6878	36.3528
B	926.60	959.03	49,870	994.52	51,715	1031.31	53628	33.0700	34.6574	34.2936	35.9397	35.5625	37.2695
C	949.39	982.62	51,096	1018.98	52,907	1056.68	54947	33.8834	35.5098	35.1371	36.8237	36.4372	38.1861
D	972.16	1006.19	52,322	1043.41	54,258	1082.02	56265	34.6961	36.3615	35.9798	37.7068	37.3111	39.1020
Level 3													
A	994.91	1029.73	53,546	1067.83	55,527	1107.34	57582	35.5080	37.2124	36.8218	38.5892	38.1842	40.0170
B	1017.73	1053.35	54,774	1092.32	56,801	1132.74	58903	36.3224	38.0659	37.6664	39.4743	39.0600	40.9349
C	1040.52	1076.94	56,001	1116.78	58,073	1158.11	60222	37.1358	38.9183	38.5098	40.3583	39.9347	41.8516
D	1063.29	1100.51	57,226	1141.22	59,344	1183.45	61539	37.9485	39.7700	39.3525	41.2415	40.8086	42.7674
Level 4													
A	1086.04	1124.05	58,451	1165.64	60,613	1208.77	62856	38.7604	40.6209	40.1945	42.1239	41.6817	43.6824
B	1108.84	1147.65	59,678	1190.11	61,886	1234.15	64176	39.5741	41.4737	41.0384	43.0082	42.5568	44.5995
C	1131.63	1171.24	60,904	1214.57	63,158	1259.51	65495	40.3875	42.3261	41.8818	43.8921	43.4314	45.5162
D	1154.42	1194.82	62,131	1239.03	64,430	1284.88	66814	41.2009	43.1785	42.7253	44.7761	44.3061	46.4328

Cassowary Coast Regional Council Schedule of Pay Rates													
Local Government Officers Award													
	Old Rate	Normal Rate						Casual Rates					
		From 1 July 2011		FPP after 1 July 2012		FPP after 1 July 2013		From 1 July 2011		FPP after 1 July 2012		FPP after 1 July 2013	
		Weekly \$	Annual \$	Weekly \$	Annual \$	Weekly \$	Annual \$	M-F Hour \$	S-S Hour \$	M-F Hour \$	S-S Hour \$	HourM-F \$	S-S Hour \$
Level 5													
A	1177.22	1218.42	63,358	1263.50	65,702	1310.25	68133	42.0146	44.0313	43.5691	45.6604	45.1812	47.3499
B	1199.94	1241.94	64,581	1287.89	66,970	1335.54	69448	42.8254	44.8811	44.4100	46.5417	46.0532	48.2637
C	1222.62	1265.41	65,801	1312.23	68,236	1360.78	70761	43.6349	45.7294	45.2494	47.4213	46.9236	49.1759
Level 6													
A	1260.72	1304.85	67,852	1353.12	70,362	1403.19	72966	44.9947	47.1544	46.6595	48.8991	48.3859	50.7084
B	1298.69	1344.14	69,895	1393.88	72,482	1445.45	75163	46.3498	48.5746	48.0647	50.3718	49.8431	52.2356
C	1336.68	1383.46	71,940	1434.65	74,602	1487.73	77362	47.7056	49.9955	49.4708	51.8454	51.3012	53.7636
Level 7													
A	1377.15	1425.35	74,118	1478.09	76,861	1532.78	79704	49.1500	51.5092	50.9686	53.4150	52.8544	55.3914
B	1417.72	1467.34	76,302	1521.63	79,125	1577.93	82052	50.5979	53.0266	52.4701	54.9886	54.4115	57.0232
C	1458.33	1509.37	78,487	1565.22	81,391	1623.13	84403	52.0473	54.5456	53.9730	56.5638	55.9700	58.6566
Level 8													
A	1507.05	1559.80	81,109	1617.51	84,110	1677.36	87223	53.7861	56.3678	55.7762	58.4534	57.8399	60.6162
B	1555.76	1610.21	83,731	1669.79	86,829	1731.57	90042	55.5245	58.1897	57.5789	60.3427	59.7094	62.5754
C	1604.51	1660.67	86,355	1722.11	89,550	1785.83	92863	57.2644	60.0131	59.3832	62.2336	61.5804	64.5362
D	1650.23	1707.99	88,815	1771.18	92,102	1836.72	95509	58.8961	61.7232	61.0753	64.0069	63.3351	66.3752
E	1695.96	1755.32	91,277	1820.27	94,654	1887.62	98156	60.5282	63.4336	62.7678	65.7806	65.0902	68.2145

SIGNATORIES

Signed for and on behalf of the }
 }
CASSOWARY COAST REGIONAL } TERRY BRENNAN
COUNCIL } CHIEF EXECUTIVE OFFICER
 }
In the presence of ... DIANE VITALI.

.....

Signed for and on behalf of
THE QUEENSLAND SERVICES, } JENNY THOMAS
INDUSTRIAL UNION OF EMPLOYEES } ASSISTANT STATE SECRETARY
In the presence of TNEKA SPRINGETT

.....

Signed for and on behalf of the
THE AUSTRALIAN WORKERS' UNION } WILLIAM PATRICK LUDWIG
OF EMPLOYEES, QUEENSLAND } SECRETARY
In the presence ofELAINE MARTIN

.....

Signed for and on behalf of the
FEDERATED ENGINE DRIVERS' } MICHAEL RAVBAR.
AND FIREMEN'S ASSOCIATION OF }
QUEENSLAND UNION OF EMPLOYEES } INDUSTRIAL OFFICER
In the presence of STACEY DAVIDSON

.....

Signed for and on behalf of the
**AUTOMOTIVE, METALS, }
ENGINEERING, PRINTING AND }
KINDRED INDUSTRIES } ANDREW DETTMER**
INDUSTRIAL UNION OF } STATE SECRETARY
**EMPLOYEES QUEENSLAND }
 }**
In the presence of LISA BUTLER

.....

Signed for and on behalf of the
PLUMBERS AND GASFITTERS } BRAD O'CARROLL
**EMPLOYEES' UNION,QUEENSLAND, }
UNION OF EMPLOYEES } STATE SECRETARY**
In the presence of SOMON ONG

Signed for and on behalf of the

THE CONSTRUCTION, FORESTRY, MINING AND ENERGY, INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND	}MICHAEL RAVBAR } }STATE SECRETARY
---	--

In the presence of	STACEY DAVIDSON
--------------------	-----------------

Signed for and on behalf of the

THE ASSOCIATION OF PROFESSIONAL ENGINEERS, SCIENTISTS AND MANAGERS AUSTRALIA	}MICHELLE RAE } DIRECTOR
---	-----------------------------

In the presence of	DAVID PULLEN
--------------------	--------------