

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Boulia Shire Council Certified Agreement 2024-2027

Boulia Shire Council

Queensland Services, Industrial Union of Employees

The Australian Workers' Union of Employees, Queensland

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

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

Matter No. CB/2024/44

CERTIFICATE

On 26 July 2024, the Commission certified the attached written agreement in accordance with the *Industrial Relations Act 2016*:

Name of Agreement:	Boulia Shire Council Certified Agreement 2024-2027
Parties to the Agreement:	<ul style="list-style-type: none">• Boulia Shire Council;• Queensland Services, Industrial Union of Employees;• The Australian Workers' Union of Employees, Queensland;• Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland; and• Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland.
Operative Date:	26 July 2024
Nominal Expiry Date:	1 July 2027
Previous Agreement:	<i>Boulia Shire Council Certified Agreement 2019</i>
Termination Date of Previous Agreement:	26 July 2024

By the Commission.

D.G PRATT
Industrial Commissioner

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BOULIA SHIRE COUNCIL CERTIFIED AGREEMENT 2024 - 2027

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PART 1 – General Terms

1. Title

This Agreement shall be known as *Boulia Shire Council Certified Agreement 2024 – 2027*.

2. Definitions

Award - Any of the awards set out in Clause 5.1;

Camp – Excludes Motel, Hotel and/or Private Accommodation;

Chief Executive Officer - Chief Executive Officer (**CEO**) of Boulia Shire Council;

Council - Boulia Shire Council;

Employee - Any full-time, part-time or casual Employee, trainee or apprentice employed by Boulia Shire Council;

Household member – Any person who lives with the Employee at their household;

Immediate Family – The Employee’s spouse (wife, husband, de-facto), child, ex-nuptial child, stepchild, adopted child, foster child, parent, grandparent, grandchild, sibling of the Employee, and sibling of the Employee’s spouse;

Indoor Employee - An Employee covered by Stream A Award, including a supervisor covered by Stream A Award who supervises an Employee covered by Stream A, B or C Awards;

Management and/or Management Representatives - The CEO and any person/s nominated by the CEO;

Outdoor Employee - An Employee employed under the Stream B or Stream C Awards;

Productivity - The efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness;

Productivity gains - may be in a variety of forms, which may include any combination of:

- (a) the provision of the same level and quality of services at a lesser input;
- (b) the provision of a greater level of customer service at the same or lesser input;
- (c) the development of a capacity to provide increased services in those work units where growth is occurring; and/or
- (d) updated technology.

Senior Officer - The Chief Executive Officer, Senior Manager or other officer in a senior position reporting directly to the Chief Executive Officer, where that Employee is appointed pursuant to a written contract of employment which states that the award will not apply to the employment terms and conditions of the senior officer. Such contract will be in accordance with Clause 4.2 of Division 2 – Section 1 of the *Queensland Local Government Industry (Stream A) Award – State 2017*;

Union - Any of the Unions named in Clause 3.

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3. Parties bound

The parties to this Agreement are Boulia Shire Council, its Employees and the following Unions:

- (a) Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland (**AMEPKU**);
- (b) Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland (**CFMEU**);
- (c) The Australian Workers' Union of Employees, Queensland (**AWU**); and
- (d) Queensland Services, Industrial Union of Employees (**QSU**).

4. Application of the agreement

- 4.1 This Agreement shall apply to Council, the Unions named in clause 3 of this Agreement and all Employees employed by Council under any of the relevant Awards set out in Clause 5.
- 4.2 Notwithstanding clause 4.1, this Agreement will not apply to the Chief Executive Officer or any Senior Officer as defined by Clause 4.2 of Division 2 – Section 1 of Queensland Local Government Industry (Stream A) Award – State 2017.

5. Relationship To Parent Awards

- 5.1 The terms and conditions of the following Awards and orders shall apply, unless excluded or modified as an express term of this Agreement:
 - (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**);
 - (d) *Training Wage Award – State 2012*;
 - (e) *Order - Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003*; and
 - (f) *Order - Supply of Tools to Apprentices 1998*.

6. No extra claims

- 6.1 The parties to this Agreement undertake that during the period of operation of the Agreement, there shall be no further claims for wages or salary increases or improvements in employment conditions sought or granted except for those provided under the terms of this Agreement.
- 6.2 This clause does not prevent any party to the underpinning Award or Awards from seeking any amendment or amendments (including amendments to Award wages, classifications or conditions) to that Award or Awards during the life of the Agreement.

7. Operative Date

- 7.1 This Agreement shall operate in accordance with its terms from the date of certification and shall expire on 1 July 2027.
- 7.2 The parties to this Agreement shall commence negotiations for a new Agreement six (6) months prior to the expiry date.

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7.3 If the renegotiation activity has not resulted in a new Agreement by one day after the expiry of this Agreement, Council will continue to pay the Over Award Payment contained in this Agreement plus the Attraction and Retention Bonus and relevant Safety Bonuses.

8. Enterprise bargaining team

8.1 As a practical vehicle to facilitate negotiations between Employees and management and to implement this Agreement, an Enterprise Bargaining Team has been established. The Enterprise Bargaining Team consisted of Management Representatives and Union Representatives as follows:

- (a) Union officials;
- (b) Employee Union Delegates – Two (2) from Works and Operations, one (1) from Community Services and one (1) from Administration; and
- (c) Management Representatives.

PART 2 - Purpose and objectives of the agreement

9. Purpose

- 9.1 This Agreement sets out the framework for simultaneously achieving ongoing productivity and efficiency improvements in Boulia Shire Council and improved working conditions for Council Employees.
- 9.2 This Agreement has been negotiated to ensure the continuation of reform processes and to provide a mechanism through which further reforms may occur.
- 9.3 This Agreement has been negotiated to act as a tool for attraction of new staff and retention of Council's current staff in acknowledgement of the remote location of Boulia Shire and the needs of the community.

10. Objectives of Agreement

- 10.1 This Agreement facilitates a workplace that is responsive to a changing environment. Management and Employees can then anticipate and react to pressures from the community, business and government sectors. Accordingly it assists Council and its Employees to maximise efficiency and effectiveness. This process will include the following elements:
 - (a) Provide greater flexibility in workplace practices and facilitate improved efficiency, productivity and quality of employment and provide rewards and recognition commensurate with these improvements;
 - (b) Commit to achieving continued productivity improvements and established performance indicators to ensure provision of a quality service to the community and Council's customers;
 - (c) Promote a harmonious and productive work environment through ongoing cooperation and consultation;
 - (d) Commit to maintaining a healthy and safe work environment;
 - (e) Focus on competitiveness to ensure Council maintains a viable, effective and secure workforce;
 - (f) Promote job satisfaction by enabling Employees to gain and utilise a broad range of skills and access to relevant training programs in order that Employees can achieve these objectives; and
 - (g) The parties will be committed to and cooperate with the terms of this Agreement to ensure its ongoing success.

11. Equal employment opportunities

- 11.1 The parties recognise the importance of maintaining diversity in the workplace, equal remuneration for work of equal value and ensuring that existing practices, that encourage equality of employment and development opportunities, continue and are promoted, during the life of this Agreement. This will include:
 - (a) Reviewing position descriptions, prior to advertisement, to ensure non-bias/gender neutral language;

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- (b) Inclusion of statements during recruitment that Council is an equal opportunity employer;
- (c) Ensuring selection of applicants for vacant positions is conducted in accordance with the law;
- (d) Giving appropriate and meaningful consideration of workplace flexibility or adjustment requests; and
- (e) 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*.

12. Joint Consultative Committee (JCC)

- 12.1 The implementation of this Agreement is the responsibility of Council's Executive Management Team.
- 12.2 To facilitate the implementation of this Agreement and to ensure effective communication and consultation between the parties to this Agreement, a Consultative Committee shall be established.
- 12.3 The Consultative Committee shall be formed on the same basis as the Enterprise Bargaining Team for the negotiation of this Certified Agreement, which is as follows:
 - (a) Union officials;
 - (b) Employee Union Delegates – Two (2) from Works and Operations, one (1) from Community Services and one (1) from Administration; and
 - (c) Management Representatives.
- 12.4 The JCC shall meet at least half-yearly, or as required, for the purposes of monitoring the implementation of the Agreement, evaluating any performance indicators established under the Agreement, and to discuss any issues arising from the Agreement or the Workplace.
- 12.5 The Consultative Committee will be encouraged to identify areas where better work practices could be implemented to improve efficiencies and reduce costs.
- 12.6 The parties agree that as part of the consultative process, one or more of these meetings may be held at a work location with Employees of that location with a view to sorting out any problems or issues that may be of concern.

PART 3 - Consultation – Introduction of changes

13. Council's duty to notify

- 13.1 Prior to Council deciding 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 their Union/s.
- 13.2 "Significant effects" include:
 - (a) termination of employment;
 - (b) major changes in the composition, operation or size of Council's workforce or in the skills required;
 - (c) the elimination or diminishing of job opportunities, promotion opportunities or job tenure;
 - (d) the alteration of hours of work;
 - (e) the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs; and
 - (f) policies and procedures directly relating to employment terms and conditions.
- 13.3 Provided that where the Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

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14. Council's duty to consult over change

- 14.1 Council shall consult with the affected Employees and their Union/s, about the introduction of the changes, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees.
- 14.2 Council will commence discussions prior to a definite decision being made by Council to make the changes.
- 14.3 For the purposes of such discussion, Council will provide in writing to the Employees concerned and the relevant 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 provided that Council shall not be required to disclose confidential information, the disclosure of which would be adverse to Council's interests.
- 14.4 Council shall give prompt and genuine consideration, and shall report back in writing on any matters raised by the Employees and/or the relevant Union/s in relation to the changes.
- 14.5 During this period, Council shall assess whether there will be redundancies, and if so, any redeployment options as a result of the workplace change.
- 14.6 Where Council is proposing to undertake restructuring which may result in a position becoming redundant, Council will provide the affected Employees and, where relevant, their relevant Union, a summary of the proposed changes to the structure including any current positions which are likely to be displaced and/or deemed redundant, proposed new positions, the responsibilities of the proposed new positions, and a list of the potentially affected positions including Council's proposal to mitigate the effects on each affected Employee.

15. Redundancy and redeployment

- 15.1 Following the consultation process with affected Employees and their representatives outlined in clause 14, if Council has decided that changes and/or redundancies are still required, Council may decide to make a position redundant.
- 15.2 Where possible, Council will endeavour to maintain Employees whose positions have become redundant in continued employment within the Council and where the Council cannot facilitate such continued employment, provide monetary compensation to such Employees whose employment is to be terminated.
- 15.3 Where Council has decided to make a position redundant, Council will assess for any redeployment opportunities during the redundancy notice period, by reviewing all vacant permanent positions within Council to ascertain if there are any suitable alternative positions to which the Employee could be offered redeployment.
- 15.4 Where the Employee is provided with an offer of redeployment, the Employee is required to accept or reject an offer of redeployment within twenty-one (21) days of receipt of the offer. If the Employee accepts the offer, the Employee will be redeployed to the new position within fourteen (14) days of acceptance of the offer, unless another date is mutually agreed.
- 15.5 Where an Employee accepts redeployment to another role, Council will provide the necessary training to perform that role. Where the redeployment is to a lower paid position, the Employee's salary at the higher rate, in the redundant position, shall be maintained for up to a maximum of 12 months from the date of the commencement of the redeployment.
- 15.6 If the Employee rejects offer for redeployment, the Employee will be made redundant as at the end of the Redundancy Notice period, and such Employee will be entitled to severance pay as provided for within Division 13 of the Queensland Employment Standards.

16. Dispute settlement/resolution

- 16.1 Effective communication between Employees and management is a pre-requisite to good industrial relations and the following procedure is set down in order that any grievance or dispute may be resolved quickly to maintain sound work relationships.

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- 16.2 This procedure aims to avoid industrial disputes, or where a dispute occurs, to provide a means of settlement based on consultation, co-operation and discussion, and the avoidance of interruption to work performance.
- 16.3 This procedure shall be adopted by the parties in circumstances where a dispute/grievance arises. In circumstances where Council's dispute resolution or grievance procedures do not resolve the complaint, the parties may refer the matter to the Queensland Industrial Relations Commission in accordance with this clause.
- 16.4 During the dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain and work shall continue as it was prior to the dispute without stoppage or the imposition of a ban, limitation or restriction. Where the dispute involves a bona fide health and safety issue, affected Employees shall not work in the unsafe environment but shall accept reassignment to alternative work in the meantime.
- 16.5 No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this clause.
- 16.6 Any disagreement between the parties as to the interpretation or implementation of this Agreement or any workplace dispute shall be subject to the following steps:
- Stage 1:* In the first instance the Employee shall inform such Employee's immediate supervisor of the existence of the grievance or dispute and they shall attempt to resolve the grievance or dispute. If the grievance is with the immediate supervisor, the Employee shall inform their immediate supervisor's supervisor. Discussions should take place within 24 hours and the procedure shall not extend beyond seven (7) days.
- Stage 2:* If the grievance remains unresolved, the Employee shall refer the grievance to the next in line manager ("the manager"). The manager will consult with the relevant parties. Discussions should take place between the Employee and such Employee's Manager within 48 hours and the procedure shall not extend beyond seven (7) days.
- Stage 3:* If the grievance is still unresolved, the aggrieved Employee may submit the matter in writing to the Chief Executive Officer if such Employee wishes to pursue the matter further. If desired by either party the matter may also be notified to the relevant Union. This stage is not to exceed 14 days.
- 16.7 If after the above steps the matter remains unresolved, the dispute may be referred by either party to the Queensland Industrial Relations Commission for conciliation and if it remains unresolved either party may utilise the Commission's arbitration provisions. Any arbitrated decision by the Commission will be binding on all parties to the dispute, subject to the parties' rights of appeal under the relevant legislation.
- 16.8 Council shall ensure that:
- (a) Employees are entitled to their choice of Union representative at all steps of the process;
 - (b) Employees or such Employee's Union Representative has the opportunity to present all aspects of the grievance; and
 - (c) the grievance or dispute shall be investigated in a thorough, fair and impartial manner.
- 16.9 Council may appoint another person or third party to investigate the grievance or dispute. Council may consult with the Employee Union Representative in appointing an investigator. The appointed person shall be other than the Employee's supervisor or manager. If the matter is notified to the Union, the investigator shall also consult with the Employee Union Representative during the course of the investigation. Council shall advise the Employee Union Representative 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.
- 16.10 Either party may raise the issue to a higher stage at any time having regard to the issue involved, provided that the dispute shall not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate stage.
- 16.11 There shall be a commitment by the parties to achieve adherence to this procedure including the earliest possible advice by one party to the other of any issue or problem that may arise to a grievance or dispute. Throughout all stages of the procedures all relevant facts shall be clearly identified and recorded.

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PART 4 - Hours of work and Span of Ordinary Hours

17. General

The parties agree that the principle behind Hours of Work and Rostered Days Off (**RDO**) is for the hours to be worked in such a manner that the delivery of Council services is optimised and after full consultation with all employees directly affected.

18. Span of Hours - All Employees

All employees shall be subject to a span of ordinary hours of between 5:00 am to 07:00 pm, Monday to Friday.

19. Hours of work - Indoor Employees (Employees covered by Stream A Award, excluding Supervisors of Outdoor Employees)

- 19.1 All Full-Time Employees who work within Administration/Community Services will work a 19-Day Month (4-Week period) work cycle with one Rostered Day Off with their ordinary hours of work based on 145 hours per month.
- 19.2 Any Employee may opt out of the 19-Day Month (4-Week period) work cycle arrangement for agreed periods, subject to CEO approval.
- 19.3 For Full-Time and/or Part-Time Employees, Council agrees to pay paid ordinary-time days Special Leave to Administration/Community Services Full and/or Part-Time Employees for the usual working period after Boxing Day to New Year's Eve in any particular year.

20. Hours of work - Outdoor Employees (Employees Covered by Stream B and C Awards and their Supervisors covered by Stream A Award)

- 20.1 All Full-Time Employees shall work a 9-day fortnight with one Rostered day off with their ordinary hours of work based on 152 hours per month.
- 20.2 Full-time Employees covered by Stream A Award who supervise Employees who are covered by Stream B or Stream C Awards, shall work and be paid for 7.6 hours per day, or an average of 38 hours per week, or 76 hours per fortnight. For the purpose of calculating the ordinary hourly rate of such supervisors, the divisor used shall be 36.25 at their base hourly rate.
- 20.3 Ordinary hours of work shall not exceed ten (10) hours on any day.
- 20.4 Ordinary hours shall not be worked on more than ten (10) days in any fortnight and on no more than six (6) consecutive days.

21. Casual Employees

- 21.1 Casual Employees are engaged on a daily basis and their hourly rate of pay will include a Casual Loading of 25%. Casual Employees shall be paid for a minimum of three (3) hours on each engagement. Casual Employees may work up to a maximum of 36.25 or 38 hours per week (whichever is applicable by Award coverage).
- 21.2 A casual Employee shall, at the completion of six (6) months' service, have a right to request to have their employment converted to full-time or part-time employment if it could be reasonably expected that their employment is to continue on the basis of operational needs.
- 21.3 A casual Employee converted in accordance with clause 21.2 of this Agreement shall be appointed in a part-time or full-time capacity based on the pattern of ordinary hours of worked by the Employee in the six (6) months preceding the conversion, or as otherwise mutually agreed in writing.

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22. Rostered Days Off (RDOs)

22.1 Stream A Employees (other than supervisors of Stream B and C Award Employees)

- (a) All Full-Time Employees shall work a 19 day month (4-Week Work cycle) with additional hours as per an agreed roster to accrue one Rostered Day Off (RDO) every month.
- (b) Employees shall work 19 x 7.75 hour days per month (19 Day month). The excess of 2.25 hours that the Employee accrues during this work cycle shall be carried forward to the following month's RDO balance.
- (c) With prior approval, RDOs are to be accessed within this 4-Week Work cycle, following consultation between the Employee/s directly affected and their Manager. RDOs must be arranged in such a pattern to ensure continued operations of Council's services.

22.2 Stream B or Stream C Employees and their Supervisors covered by Stream A Award

All Full-Time Employees shall work 8 x 8.5 hour days and one x 8 hour day per fortnight as per an agreed roster to accrue one Rostered Day Off (RDO) every fortnight (9-day work cycle). Employees will be directed by Council as to which day the accrued RDO will be taken on.

22.3 RDOs – General Provisions applicable to all Employees

- (a) Subject to clauses 47 and 49 of this Agreement, when taking sick or annual leave, an Employee's RDO balance will be affected as follows:
 - (i) the number of hours of leave taken shall be deducted from the respective leave balance; and
 - (ii) any shortfall in the number of hours for the leave period, shall be deducted from the Employee's banked RDO balance; and
 - (iii) if sufficient hours are not accumulated in the Employee's banked RDO balance, the Employee shall be required to work additional hours until that shortfall is covered.

23. RDOs shall not accrue whilst the Employee is on any period/s of leave.

23.1 Upon consultation with and approval by Management, an employee may bank an RDO.

23.2 Banked RDOs must be taken only after consultation with and after approval of management.

23.3 All Banked RDOs must be taken prior (and in addition to) to the taking of annual leave or long service leave.

23.4 A maximum of five (5) days can be banked unless otherwise approved by the CEO.

23.5 Any banked RDOs or parts thereof in excess of five (5) days are to be taken in the following pay periods.

23.6 Council may require an Employee to work on a scheduled RDO by giving the Employee two (2) days' notice. A shorter notice may be given for operational reasons in emergent situations.

23.7 An employee who is directed to work on a scheduled RDO will be paid at the rate of ordinary time with an additional RDO being added to the Employee's RDO balance. Where the Employee has five (5) RDOs accrued in their balance and is directed to work on an RDO, the RDO shall be re-allocated to a mutually agreeable day without attracting penalty rates. If an alternative day cannot be agreed, the Employee shall be paid at overtime rates for that RDO.

24. Overtime

With the prior approval of the CEO or the delegated officer, an Employee may be required to work reasonable overtime. Overtime shall be paid in accordance with the applicable provision/s of the relevant Award/s.

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25. Time off in lieu of overtime (TOIL)

25.1 In order to establish a “clean” starting point for this clause, except as may be agreed in accordance with clause 25.6 hereof, all TOIL Balances accumulated at the day prior to the formal commencement of this Agreement will be paid out at Single Time. Prior to paying out all accrued TOIL balances, Council shall consult with the affected employees and reach agreement on methods for reducing and/or accessing accrued TOIL within a reasonable period of time that shall not exceed six (6) months following the commencement of this Agreement.

25.2 Upon approval by the CEO or the delegated Officer, Employees requested to work overtime may elect to have that time acquitted as TOIL instead of payment for overtime.

25.3 Where the Employee and management mutually agree to the accrual of TOIL instead of payment overtime, the Employee shall accrue TOIL at the number of hours bearing to the applicable overtime rate that that Employee would have been entitled to be paid had they not chosen to accrue TOIL.

Example: An Employee covered by Stream A (other than a supervisor of Employees covered by Stream B or C Awards) works one (1) hour of overtime on a Monday. The Employee is entitled to accrue 1.5 hours in TOIL (being 1 hour accrued at the applicable overtime rate of time and one-half).

25.4 TOIL accrued in accordance with clause 25.3, shall be on a one for one basis, paid at the ordinary time rate of pay, may be taken at any time subject to the following conditions:

- (a) prior mutual agreement between the Employee and their supervisor is sought; and
- (b) the Employee giving at least seven (7) days’ notice to their supervisor, except in an emergency when less notice may be given; and
- (c) the time off does not unduly impose on operational demands.

25.5 Where TOIL accrued in accordance with clause 25.4 is refused by Council, unless emergency circumstances have arisen, the Employee shall be paid out the previously accrued TOIL at single rate. Payment shall be processed at the next pay period.

25.6 With management approval, an Employee may bank up to a maximum of 76 hours of TOIL in any one Calendar year. Accrued TOIL shall be used first in full and paid at single time, during the annual closedown over the Christmas/New Year period.

25.7 Council may direct Employees to access accrued but untaken TOIL by giving 14 days’ notice in writing.

26. Job sharing

26.1 Any permanent full-time position may be performed by two (2) Employees on a job-sharing basis where there is agreement between the affected Employees and the CEO.

26.2 The job sharing arrangement may be for a fixed period or on a permanent basis.

26.3 Employees so employed shall be entitled to all leave as prescribed by the relevant Award on a pro rata basis.

26.4 All such appointments made shall be subject to a half-yearly review process in order to assess the effectiveness of the position being performed in this manner. The arrangement shall also be reviewed if circumstances in relation to the arrangement change.

27. Flexible working arrangements

27.1 The parties are committed to providing more flexible working arrangements, enhancing the productivity of Council, improving the quality of working life, enhancing skills and job satisfaction and assisting positively in the operation of the Council.

27.2 Family friendly arrangements will be made in accordance with the relevant Award/s, taking into consideration

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workplace safety and at the full discretion of the CEO.

- 27.3 Council will give due consideration to all requests and is committed to accommodating them where possible.
- 27.4 Flexible working arrangements may be varied by mutual agreement at any time. Council and the Employee will have the right to request a review of flexible working arrangements every six (6) months.
- 27.5 Employee who request work arrangements under clause 27 shall not be entitled to claim overtime and allowances for flexible arrangements that may require them to work sporadic hours outside of the span of ordinary hours.

28. Home-based work arrangements

- 28.1 Home-based work is an innovative response to the opportunities presented by changes in technology as well as issues including greater flexibility of working hours and matters involving persons with family responsibilities.
- 28.2 Home-based Employees shall be permanent Employees of the Council, and their terms and conditions of employment shall be covered by a specific Home-based Work Agreement that is entered in to by the CEO and the Employee. Employees working under this clause 28 may be given approval to work flexibly and outside the span of ordinary hours. Where Employees utilise this flexibility, they shall not be entitled to claim overtime for such hours.
- 28.3 This Agreement shall cover matters such as insurance, equipment, access arrangements, security, and Workplace Health and Safety.
- 28.4 No Employee shall work from home without the written Agreement of the CEO. It is envisaged that home-based work arrangements shall generally be available for project work or where circumstances are considered by the CEO as being suitable and operationally convenient.

29. Multi-Engagements

- 29.1 An Employee may request to work additional hours, in a secondary work engagement/role to their substantive position where the following conditions exist:
 - (a) The secondary position/role is covered by a different Award, or a different section/division of the same Award, as their substantive position; and
 - (b) The secondary work engagement/role is on a Part-Time or Casual basis; and
 - (c) Where such secondary work arrangement exists, it must be by mutual agreement in writing.
- 29.2 An Employee working in a secondary work engagement/role is entitled to be paid for that portion of work under the relevant Award which applies to the secondary engagement/role duties.
- 29.3 Working in a secondary work engagement/role does not entitle an Employee to claim overtime for the combined hours worked between the substantive role and the secondary engagement/role. For overtime purposes, each engagement shall be treated independently.
- 29.4 Council shall observe all relevant fatigue management requirement which apply under the respective Award/s.

30. Local area work agreements (LAWA)

- 30.1 The parties recognise the value and benefit in providing for a process that enables Council, work teams or groups of individuals to develop and implement arrangements, suited to the needs of the group and requisite work to be performed.
- 30.2 To meet the needs of Council and the relevant Employees, Council and the Employees may enter into a LAWA to vary the terms of this Agreement with respect to:
 - (a) Overtime rates;

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- (b) Penalty rates;
- (c) Allowances;
- (d) Leave loading; and
- (e) Arrangements about when work is to be performed.

30.3 Where Council and relevant work teams/groups agree there is a need for flexible work agreements, the following process will be followed:

- (a) Directly affected Employees, relevant unions (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.

30.4 Where established, LAWAs will be read in conjunction with the relevant Award/s and this Agreement.

30.5 The terms of a LAWA must:

- (a) Be in writing;
- (b) Set out the terms of the LAWA;
- (c) Be for a pre-determined term as negotiated between the parties; and
- (d) Include a detailed provision for the termination of the LAWA.

PART 5 - Remuneration and benefits

31. Wage Increases

31.1 Council shall pay all Employees covered by this Agreement, as follows:

- (a) 4% to be applied from the 1st Pay Period following 1 July 2024;
- (b) 4% to be applied from the 1st Pay Period following 1 July 2025;
- (c) 3% to be applied from the 1st Pay Period following 1 July 2026.

31.2 In the event that a certified agreement is not approved by the nominal expiry date of this Agreement, Council shall pay a 3% from the 1st Pay Period following 1 July 2027.

32. Attraction and Retention Bonus

32.1 Subject to clause 32.2, for the purpose of attracting and retaining Employees, Council will pay all its Employees (including Casual Employees) an amount of \$2,500 per annum as Attraction and Retention Bonus after successful completion of 12 months of employment with the Council.

32.2 The Attraction and Retention Bonus is paid on a “Pro-Rata” basis to all Part-Time and Casual Employees based on the ordinary hours worked and paid.

32.3 Employees shall start receiving the Attraction and Retention Bonus from the 1st Pay Period after the completion of their first annual anniversary date of their employment.

32.4 Notwithstanding clause 32.3, Full-Time Employees may opt for the Attraction and Retention Bonus to be paid as a lump sum from the 1st Pay Period after the completion of their first annual anniversary date of their employment or in part payments of \$96.15, as a fortnightly allowance.

32.5 Where a full-time Employee changes their employment status to Part-Time or Casual, the payment of the Attraction and Retention Bonus shall be made in accordance with clause 32 from the 1st pay period following such transition of

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their employment status

32.6 An Employee leaving Council after completion of 12 months continuous service with Council, shall be paid the accrued Attraction and Retention Bonus on a pro-rata basis.

33. Safety bonus

33.1 Council's safety bonus will be continued to support Council's Workplace Health and Safety Policy and will also continue to be paid in the last Pay Period prior to annual close-down.

33.2 Payment will be made in accordance with the results of the Safety Audit rating. Where the Audit is not completed in a particular year, the completion rates for I-Auditor completion will form the basis for assessment.

33.3 The minimum safety net payment shall be \$1,250 per annum. Schedule B provides the levels of pay that apply as a relationship to the Safety Audit rating achieved in any respective year.

34. Salary sacrificing/packaging

34.1 All employees covered by this Agreement may elect to take part of their salary by way of salary sacrifice arrangement and opt for any additional superannuation contributions to be paid into a superannuation fund of their choice.

34.2 Employees are strongly encouraged to seek financial advice on salary sacrificing and Council will not be responsible for the provision of any financial or taxation advice to an Employee in regard to any salary sacrifice proposal. The costs of any outgoings that might be incurred by Council in a salary sacrifice arrangement shall be borne by the Employee.

34.3 The Employee may sacrifice any amount of their salary or participate in any additional salary sacrifice arrangements provided that they:

- (a) comply with the Australian Taxation Office and Superannuation guidelines;
- (b) do not result in additional cost to Council including but not limited to GST, FBT and administration; and
- (c) Any additional tax payable will be deducted from the Employee's remuneration.

34.4 The salary of the Employee, for the purpose of any allowance or payments which are directly related to the employee's salary, shall be the pre-salary sacrifice rate of pay, that is, the salary set out in this Agreement and subsequently increased in accordance with this Agreement.

34.5 Salary for superannuation and termination pay purposes for an Employee who has elected to contribute additional superannuation payments, shall be determined as if those arrangements did not exist.

PART 6 - Classifications and position descriptions

35. Classifications

35.1 Positions covered by this Agreement, shall be classified to the relevant level in accordance with the classification characteristics and criteria provided by the relevant parent award.

35.2 Movement to the next higher pay point within the same classification level shall be by way of annual increment as described in Schedule A of this Agreement. Progression between pay points is subject to the Employee's satisfactory performance for a period of 12 months from the date that the employee was either appointed to a classification level, or had progressed to a lower pay point in that classification level.

36. Position Descriptions

36.1 All positions must have a Position Description. Council will provide to each Employee on commencement of employment and/or by request from an Employee, a position description which clearly and accurately identifies:

- (a) The position purpose;

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- (b) The responsibilities of the position;
- (c) The skills and knowledge required;
- (d) The experience required;
- (e) The qualifications required;
- (f) training required for the position;
- (g) The organisational relationship of the position; and
- (h) The safety requirements and responsibilities for the position.

37. Reclassifications

- 37.1 Whenever a position is redesigned by Council, the position will require a review of the classification conducted in consultation with the relevant Employee.
- 37.2 An Employee may dispute the reclassification determined by Council. Any disputes that are initiated regarding reclassification shall be dealt with in accordance with the dispute's procedure contained in this Agreement within clause 16.
- 37.3 An Employee may make a request to the CEO for reclassification at any time where the Employee's position has been restructured or reorganised or as a result of a substantive change in the position initiated by Council.
- 37.4 Where it is identified that an Employee performs a duty on a regular basis that is of a higher classification, they shall be reclassified to the higher level. Regular basis is defined as working greater than 50% of their working time in the previous 12-month period on a consistent basis.
- 37.5 An Employee making a request for reclassification will receive written notification that their request has been received within 14 days.
- 37.6 The reclassification procedure will not exceed a period of eight (8) weeks following the submission of a request for reclassification. Where the classification review results in a position being classified at a higher level, the Employee shall be paid at that higher classification level from the date on which the review request was submitted.
- 37.7 An Employee may request a Union or other representative to represent them throughout the reclassification process.

38. Annual Appraisals

- 38.1 The parties agree that a highly skilled and flexible workforce is a major ingredient in achieving increased efficiency and productivity. As a key part of Annual Appraisals, Council will work with the Employee to:
- (a) Re-assess the accuracy and relevance of their position description and classification to the current required responsibilities, duties and tasks associated with the role; and
 - (b) Identify an individual development plan and opportunities to expand the Employee's skills and experience.

39. Allowances

- 39.1 All allowances will be paid as per the relevant Awards except as provided by this clause.
- 39.2 Save for the Locality, On-call and Camp Allowances provided for under clauses 40, 41 and 44 of this Agreement, all allowances provided for under this Agreement shall increase in the same percentage increases stipulated in clause 31.1 of this Agreement. Schedule C to this Agreement provides a summary of all allowances applicable as a term of this Agreement.

40. Locality Allowance

- 40.1 It is recognised that Council has for over 20 years, as an Over-Award condition, extended to all Employees, payment of a Locality Allowance better than that contained in the Awards operating at the time.

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- 40.2 Council has agreed therefore to continue to include such arrangement into this Certified Agreement. No other Award Locality and/or Region/District Allowances shall apply.
- 40.3 All Council Employees shall equally receive a Boulia Shire Council Locality Allowance either Dependent or Non-Dependent.
- 40.4 This allowance will be paid in accordance with Division 2 – Section 1 – Schedule 2 of the Stream A award, except as provided below:
- (a) dependent or full rate shall be \$100 per week; and
 - (b) non-dependent or half rate shall be \$50 per week.
- 40.5 A dependent spouse is a person of the same or opposite gender who:
- (a) Is in a relationship with the Employee that was registered under a prescribed state or territory law (i.e. marriage, civil Union); or
 - (b) Although not legally married to the Employee, lives with them on a genuine domestic basis in a relationship as a couple (i.e. de facto).
- 40.6 A dependent child is a person who is defined as such by Australian Government Support Agencies e.g. Centrelink.
- 40.7 The dependent or full rate applies to Employees with a dependent spouse/partner or dependent children as defined by Australian Government Support Agencies e.g. Centrelink.
- 40.8 The non-dependent or half rate applies to Employees with no dependent spouse/partner or no dependent children under the age of 18.
- 40.9 The non-dependent or half rate will apply to an Employee whose spouse or partner is already receiving a similar specialised Locality Allowance or equivalent benefit from their respective employer.
- 40.10 Payment to part-time and casual Employees will be on pro rata basis based on hours worked as a proportion of full-time hours.
- 40.11 This allowance will be paid during any paid leave taken by an Employee.
- 40.12 This allowance will not be paid for any period of leave without pay taken by an Employee.
- 40.13 It shall be the Employee's responsibility to advise Council of any changes to their particular circumstances within two (2) months of the change. Where the Employee fails to notify such change which could have resulted in the Employee receiving the full-rate of the Locality Allowance, Council will not provide the Employee with any backpay for such missed period of full- rate.
- 40.14 Confirmation of dependency status is to be provided annually at start up (Jan/Feb) and half (½) yearly claim (Jun) to be completed by the Employee which may be required to be supported by statutory declaration.

41. On Call allowance

- 41.1 An Employee who is required to be on-call, at the direction and approval of Council, shall be paid an allowance per day as follows:
- (a) Monday to Friday - \$50 per day.
 - (b) Saturday - \$70 per day.
 - (c) Sunday and Public Holiday - \$100 per day.
- 41.2 A weekly roster schedule shall be created and agreed to for work to be completed out of core hours.

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42. Call-out payment - Employee required to leave their home to attend a worksite

- 42.1 An Employee called out to work, whether or not in receipt of the on call allowance provided under clause 41, shall receive a minimum payment of three (3) hours at the applicable overtime rate.
- 42.2 An Employee shall not be entitled to a minimum payment in respect of each call-out on the same day.
- 42.3 An Employee recalled to work overtime may be required to perform additional work of a breakdown or emergent nature which arises during the course of the work which was the subject of the recall.
- 42.4 An Employee shall have the right to request to have any “call-out” payments to be converted to TOIL. TOIL accrued under this arrangement, will be managed in accordance with clause 25 of this Agreement.
- 42.5 An Employee, who is in receipt of the on call allowance under this clause, who cannot be reasonably contacted or refuses to perform the emergency work without a legitimate reason to the satisfaction of Council, will forfeit any payments and/or allowances provided for in this clause for any such instance.

43. Call-out payment all employees-not required to leave home

- 43.1 This provision will apply to an Employee who is called to perform work, whether or not in receipt of the on call allowance provided under clause 41, but is not required to leave their home to attend via electronic means to an after hours unplanned/emergency operational requirement.
- 43.2 An Employee required to perform work remotely will be paid at the applicable overtime rate for the work performed on that day, from the time the Employee commences the emergency work until the Employee completes the work provided that:
 - (a) Where the Employee was required to perform work remotely, the Employee shall be paid a minimum call out of one (1) hour’s salary at the applicable overtime rate.
 - (b) Once the minimum payment of one (1) hour has been triggered by the first call-out in that hour, the second one (1) hour minimum payment is not due until a further one (1) hour or actual time worked has occurred.
 - (c) Any Employee, who is in receipt of the on call allowance under this clause, who cannot be reasonably contacted or refuses to perform the emergency work without a legitimate reason to the satisfaction of Council, will forfeit any payments and/or allowances provided for in this Clause for any such instance.

44. Camping Allowance

- 44.1 Employees may be instructed to work on job sites that are away from their home Depot/s, where it is deemed necessary for the performance of work and/or where there are no reasonable transport facilities to enable Employees to travel to and from their home Depot/s each day.
- 44.2 Where Employees stay the night in Council provided camp accommodation, Employees shall be entitled to be paid an allowance as follows:
 - (a) \$60.00 per day, effective from the 1st pay period following the certification of the Agreement.
 - (b) \$65.00 per day, effective from the 1st pay period following the 1st anniversary of certification of the Agreement.
 - (c) \$70.00 per day, effective from the 1st pay period following the 2nd anniversary of certification of the Agreement.
- 44.3 Where Employees are instructed to and accept to stay at accommodation other than camp accommodation (such as hotels or motels), Employees shall be provided with meals or meal vouchers for the duration of their stay at this accommodation, and be entitled to be paid an allowance as follows:
 - (a) \$20.00 per day, effective from the 1st pay period following the certification of the Agreement.
 - (b) \$25.00 per day, effective from the 1st pay period following the 1st anniversary of certification of the Agreement.

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(c) \$30.00 per day, effective from the 1st pay period following the 2nd anniversary of certification of the Agreement.

45. Airport Responsibility Allowance

A full-time or part-time Employee providing security or reporting officer services at Boulia Airport for the Regular Passenger Transport turnaround, shall receive an additional payment of \$12.00 per hour whilst performing those duties, irrespective of the day of the week on which the work is performed.

PART 7 - Leave

46. Bereavement Leave

46.1 Upon the death of an immediate family member (as defined by the QES), an Employee may be granted five (5) days leave, consisting of three (3) days paid bereavement leave and two (2) days to be taken from their sick leave or annual leave entitlements.

46.2 Employees may be granted up to two (2) days leave, to be taken from sick leave entitlements, where the deceased person is a relative but falls outside the definition of an immediate family member.

46.3 The taking of bereavement leave shall be subject to the production of satisfactory evidence of death to the CEO.

47. Annual Leave

47.1 All Employees (other than casuals) are entitled to accrue five (5) weeks annual leave per annum with 17.5% annual leave loading.

47.2 Full-Time Employees covered by Stream A Award, other than supervisors supervising Stream B and C Awards Employees, shall accrue annual leave at the accrual rate of working 7.25 hours per day. Annual Leave taken by an Employee shall be paid at the rate stipulated under this subclause.

47.3 Full-Time Employees covered by Stream B and C Awards and their supervisors covered by Stream A Award, shall accrue annual leave at the accrual rate of working 7.6 hours per day. Annual Leave taken by an Employee shall be paid at the rate stipulated under this subclause.

47.4 With the approval of the CEO, annual leave may be taken as half pay (i.e. extending the time of spent on leave to 10 weeks).

47.5 Full-Time Employees will also be entitled to an annual entitlement of two (2) days of travel time for periods of Annual Leave in excess of four (4) weeks. The two (2) of travel time provided under this sub-clause are paid at ordinary base rate of pay and will not attract any loading. Part-time Employees shall be entitled to such travelling-time on a pro-rata basis.

47.6 Employees should not have more than ten (10) weeks annual leave accrued in their balance. If an Employee has accrued more than ten (10) weeks of Annual Leave at the time of commencement of this Agreement, the Employee must discuss with the CEO (or the person as delegated by the CEO) ways to reduce their accrued Annual Leave to ten (10) weeks in accordance with the below timeframes:

Number of weeks of accrued Annual Leave	Timeframe for the reduction of accrued Annual Leave down to ten (10) weeks
More than ten (10) weeks but less than 20 weeks	12 months
More than 20 weeks but less than 30 weeks	24 months
30 weeks or more	36 months

47.7 Notwithstanding clause 47.6, due to exceptional circumstances, the timeframes for reduction of Annual Leave accruals may be varied by mutual agreement, subject to approval by the CEO (or the person as delegated by the CEO).

47.8 Employees may request to cash out their Annual Leave in accordance with the provisions of the *Industrial Relations Act 2016* as amended/varied from time to time but must maintain a balance of five (5) weeks.

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47.9 Employees are required to provide their supervisor with a minimum of 14 days of notice in writing of their intention to take in excess of three (3) consecutive days Annual Leave. Emergent Annual Leave shall be considered and approved on a case-by-case basis.

48. Long Service Leave

48.1 Employees covered by this Agreement shall be eligible for Long Service Leave after 10 years' service with Long Service Leave accrual being at the rate of 1.3 weeks per year and a proportionate amount for an incomplete year of service.

48.2 Employees who have more than seven (7) but less than ten (10) years continuous service with Council, shall be eligible to access pro-rata long service leave and be paid a proportionate payment of the long service upon termination of employment.

48.3 The payment stipulated in clause 48.2 does not apply where the termination of employment was because of the Employee's conductor performance.

48.4 Portability of long service leave entitlements is provided for in Chapter 8, Part 3, Division 2 of the *Local Government Regulation 2012*.

48.5 Eligible Employees may take long service leave in one (1) or more portions provided that no less than two (2) weeks may be taken in any portion. This may be varied to lesser amounts in special circumstances as agreed between the Employee and Council.

48.6 An Employee may make a request to the CEO to 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. A request made in accordance with this provision must be made in writing and provide reasons for the request, such as compassionate grounds or hardship.

48.7 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.

49. Personal Leave (Sick/Carers' Leave)

49.1 All Employees (other than casuals) are entitled to accrue 15 days Personal (sick/carers') leave per annum. There shall be no limit on the maximum amount of Personal (sick/carer's) leave that an Employee may accrue.

49.2 Subject to clause 49.1, such personal leave is available to an Employee, when they are absent:

- (a) due to personal illness or injury ; or
- (b) for the purposes of caring for an immediate family of a household member.

49.3 Subject to clause 49.1, Full-Time Employees covered by Stream A Award, other than supervisors supervising Stream B and C Award Employees, shall accrue personal leave at the accrual rate of working 7.25 hours per day. Part-Time Employees shall accrue Sick Leave on a pro-rata basis. Personal Leave taken by an Employee shall be paid at the rate stipulated under this subclause.

49.4 Subject to clause 49.1, Employees covered by Stream B and C Awards, and their Supervisors covered by Stream A Award, shall accrue personal leave at the accrual rate of working 7.6 hours per day. Part-Time Employees shall accrue Sick Leave on a pro-rata basis. Personal Leave taken by an Employee shall be paid at the rate stipulated under this subclause.

49.5 An Employee who is absent from work due to illness or injury must provide prompt notification to the immediate supervisor, failing which Council may withhold payment for such day of unauthorised absence.

49.6 A medical certificate or other satisfactory evidence is required for all absences in excess of two (2) working days.

49.7 Notwithstanding clause 49.2, where personal leave is excessive and establishes a pattern, the relevant supervisor or

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CEO may request a medical certificate on every occasion of absence on personal leave. The requirement under this clause shall cease after six (6) months, unless the personal leave remains to be excessive and/or continues to form a pattern.

50. Payout of personal (sick/carers’) leave on termination of employment

50.1 Employees with untaken personal leave balances on termination of employment or resignation, shall be paid out a portion of their accrued but untaken personal leave balance as follows:

Years of Service	%of accrued Personal Leave to be paid out	Years of Service with Council	%of accrued Personal Leave to be paid out
1	5	2	10
3	15	4	20
5	25	6	30
7	35	8	40
9	45	10	50
11	51.25	12	52.5
13	53.75	14	55
15	56.25	16	57.5
17	58.75	18	60
19	61.25	20	62.5
21	63.75	22	65
23	66.25	24	67.5
25	68.75	26	70
27	71.25	28	72.5
29	73.75	30	75
31	76.25	32	77.5
33	78.75	34	80
35	81.25	36	82.5
37	83.75	38	85
39	86.25	40	87.5
41	88.75	42	90
43	91.25	44	92.5
45	93.75	46	95
47	96.25	48	97.5
49	98.75	50	100

51. Indigenous Cultural leave

All Aboriginal and Torres Strait Islander Employees (other than casual Employees) are entitled to ten (10) days unpaid leave per annum in accordance with the terms of the Queensland Employment Standards.

52. Emergency Services Leave

52.1 Where an Employee is a member and recognised volunteer of the Emergency Services (including Rural Fire Brigade), QAS, SES AUX Fire and is approved to attend an emergency during working hours, such Employee will suffer no loss of pay. Further, for every day that the Employee attends to an emergency under this clause, the Employee shall have an additional day of annual leave added to their balance.

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- 52.2 When an Employee has been called out to attend an emergent situation, the Employee must have a break of at least eight (8) hours prior to returning to work without any loss of pay.
- 52.3 The CEO may approve leave (without loss of pay) for approved emergency services training provided the leave does not affect the operations of Council.

53. Wet weather/flood/fire isolation

- 53.1 Except for reasons of personal and/or family safety supported by satisfactory evidence, all Employee are expected to attempt to attend work during wet weather.
- 53.2 An Employee who is at work on any day during wet weather and who remains at work shall be paid for the whole day irrespective of their ability to conduct their usual work. In these circumstances, Employees will be provided with alternate work and/or training.
- 53.3 Notwithstanding clause 53.2, an Employee who voluntarily returns home on any day during wet weather, except for reasons of personal and/or family safety supported by satisfactory evidence, will not be paid for the period of absence from work.
- 53.4 An employee who does not attend work on any day during wet weather, except for reasons of personal and/or family safety supported by satisfactory evidence, will not be ordinarily paid for the day but can access other payment from any accumulated TOIL, RDO and/or annual leave balances.
- 53.5 An Employee who is prevented from attending their normal place of work because of floods, fire or severe storms shall be permitted to access up to five (5) days of annual leave, long service leave, banked RDOs or TOIL per calendar year for the period of isolation.

54. Declared natural disaster leave

- 54.1 Employees unable to attend work as a result of a declared natural disaster by Council or the Queensland State Government, may be granted up to a maximum of five (5) days of natural disaster paid leave per year. This leave is does not accumulate from year to year.
- 54.2 Upon the declaration of a natural disaster situation affecting the Boulia Shire, or where the CEO has deemed an event to be a natural disaster, leave in accordance with clause 54.1 is given where:
- (a) An Employee 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 and perform their required or alternative duties or attend training; or
 - (b) continuing to work under extreme conditions is inadvisable due to workplace health and safety considerations and the Employee is required to leave the work site and return home; or
 - (c) Employee is stranded outside of the Council's Shire and is unable to return to the Shire due to a declared national disaster.
- 54.3 Clause 54.2 would apply to declared natural disasters to undertake the following activities:
- (a) ensure protection of family, property and livestock;
 - (b) secure their residence and belongings;
 - (c) undertake temporary or emergency repairs; and/or
 - (d) clean up to restore their dwelling to a habitable state.
- 54.4 In situations other than declared natural disasters where an Employee is required to return home, or is unable to attend work, they will be eligible to access other forms of accrued leave. All other forms of leave must be taken prior to accessing personal leave.

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54.5 Subject to clauses 54.3 and 54.4, where a general and wide spread threat of flooding, cyclone, bush fire or other natural occurrence is imminent, and where a natural disaster has not been declared, the CEO will approve leave at their discretion on a case by case basis.

55. Jury Service Leave

Leave without pay shall be granted to Employees required to attend for jury duty. Where the amount of the jury fee is less than the normal salary of the Employee, Council shall pay the Employee their normal salary and the Employee shall refund to Council any monies received from the Court.

56. Domestic and Family Violence Leave

56.1 Employees (including casuals) personally experiencing domestic and family violence may access up to ten (10) days per year of paid domestic and family violence leave in order to attend to any matters relating to the family and domestic violence matter/s. For clarity, Employees who are the perpetrators of the domestic and family violence are not entitled to access any leave under this clause.

56.2 Where an Employee has accessed the full paid entitlement under clause 56.1 in any year, the Employee may make a request to the CEO for further unpaid domestic and family violence leave, capped at a maximum of ten (10) days in the same year. A request under this clause must be accompanied by evidence to the satisfaction of the CEO.

56.3 Domestic and family violence leave given under clauses 56.1 and 56.2 of this Agreement is non-cumulative and is non transferable and may be taken in units of three (3) hours.

56.4 Employees supporting a person experiencing domestic and family violence may take personal leave or any other form of accrued leave to accompany them to court or hospital, or to assist with childcare, accommodation or other matters.

56.5 An Employee seeking to access family and domestic violence leave under clauses 56.1 and 56.2 of this Agreement, should notify their supervisor, the CEO or the CEO's delegate as soon as reasonably practicable of their intention to take or remain on domestic and family violence or other type of leave for this purpose.

56.6 For the purpose of clauses 56.1 and 56.2, proof of domestic and family violence may be required. Sufficient proof may be in the form of a document issued by the Police Service, a Court, a Doctor, a Nurse, a Domestic and Family Violence Support Service or a Lawyer.

56.7 In order to provide support to an Employee experiencing domestic and family violence and to provide a safe work environment, Council will approve any reasonable request from an Employee for changes to their span of hours or pattern of hours and/or shift patterns, changes to duties, changes to their contact details, or any other appropriate measure including those available under existing work arrangements.

56.8 All personal information concerning domestic and family violence will be kept confidential and only shared with Employees who have a genuine need to know. No information will be kept on an Employee's personnel file without their express written permission. Council will work collaboratively with the Employee who is experiencing domestic violence to develop protocols to restrict access to the Employee's personal information and contact details.

56.9 Council will develop and implement workplace safety planning strategies to ensure the protection of all Employees.

57. Working in heat

57.1 Council recognises that working in the heat may affect Employees in different ways and is influenced by a range of factors, including but not limited to: general health, body weight, age, fitness level, medication usage and medical conditions.

57.2 Appropriate PPE will be issued to all Employees on commencement of employment and replaced as needed.

57.3 All heat related issues will be managed on a case-by-case basis by the accountable supervisors and in accordance with Council's Work Health and Safety guidelines.

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57.4 Where a risk assessment is completed and works are suspended due to the heat, no Employee will experience loss of pay.

58. Smoking/vaping breaks during any working time

58.1 Employees who take “smoke/vaping breaks” at any other time during their working day apart from official rest pause/s and meal breaks, will have to work extra time per day without pay to make up such time taken to have a smoke/vaping break.

58.2 Council will agree to make available information to assist employees where possible to quit smoking/vaping.

59. Annual close-down

59.1 Subject to clause 59.2, Council operations shall be closed during the Christmas and New Year period. Council will advise Employees of the dates for the annual closedown by providing 90 days’ notice.

59.2 Council’s Works Department’s operations may be closed for a maximum of five (5) weeks.

59.3 Employees will be required to take banked RDOs and/or banked TOIL before any annual leave over this period.

59.4 Administration and Community Services staff refer to clause 19 for Christmas closures in relation to working a 19-day month.

59.5 A skeleton crew, as determined in consultation with Employees, will be maintained on duty for the duration of the shutdown, including adequately qualified Employees to deliver essential services.

PART 8 - General conditions

60. Higher Duties

60.1 For the purpose of this Agreement, each Employee who relieves in a position of higher duties will be paid at a higher rate for the actual hours worked at the higher position.

60.2 If an Employee is requested to work more than four (4) hours in a day at a higher level, then they will be paid higher duties for the whole day at the higher position.

61. Employee Development and Training

61.1 The parties recognise that in order to increase the efficiency and productivity of the Council, a significant commitment to structured training and skill development is required.

61.2 Council is committed to Employee training and developing a more highly skilled and flexible workforce. All Employees are entitled to a learning and development plan to be developed in consultation and through mutual Agreement with their relevant supervisor and in accordance with the Study Policy.

62. Employment Security/Use of Contractors

62.1 The parties recognise that Council wishes to preserve as many of the positions that currently exist within Council and that Council will take steps to ensure that it has the benefit of a stable and committed workforce.

62.2 Such steps shall include measures to increase the security of Employees’ employment.

62.3 However, the parties recognise that the Council may require the use of contractors to carry out Council work where the work volume is beyond the capacity of Council resources or existing Employees or where the type of work or specialisation required is beyond the capacity of Council resources or existing Employees.

62.4 Contractors and/or their Employees will not be appointed to any position as permanent Employees unless normal

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recruitment and selection processes have been followed.

- 62.5 Council will formally include in all contractor tender specifications that contractors are required to ensure that the wages and conditions of those contract Employees are not in breach of any Commonwealth or State legislation or Awards pertaining to their employment. The use of contractors will be managed in a manner that ensures the best business needs are met without eroding the job security of existing permanent Employees.

63. Abandonment of employment

- 63.1 Where an Employee has remained absent for a period of seven (7) working days or more 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.
- 63.2 Before an Employee's employment is terminated for abandonment, Council shall make a reasonable effort to contact the Employee and/or their next of kin/emergency contact (if registered in Council's records). For the purpose of this clause, reasonable contact could be made via either email, post, phone or text messages.
- 63.3 Subject to clause 63.4, termination of employment for abandonment shall be effective from the date of the Employee's last attendance at work.
- 63.4 In the event that the unauthorised absence immediately follows a period of approved absence (such as approved leave), termination of employment for abandonment shall be effective from the Employee's last day of approved absence.

64. Council Uniforms

All employees are required to wear the Council approved uniform while at work which are supplied in accordance with Council's Uniform Policy.

65. Employee Assistance program

Council will continue to support all staff through the provision of an Employee Assistance Program (EAP), or similar, to all employees and their immediate family members. The EAP will offer free and confidential support and will be available face to face, telephone and via online mediums in accordance with the EAP Policy.

PART 9 - Employment relations

66. Union Encouragement

Employees are encouraged to join and maintain financial membership of the relevant union. Union representatives will be provided with the opportunity to discuss Union membership with new and existing Employees.

67. Documentation to be Provided by Council

- 67.1 At the point of engagement, Council shall provide Employees with a document outlining Council's position on union encouragement, a copy of which is to be kept on the premises of Council and is readily available to Employees.
- 67.2 Council shall identify the existence of the union encouragement clause in this agreement.

68. Union Delegates

- 68.1 Union delegates have a role to play within a workplace. The existence of accredited Union delegates is encouraged.
- 68.2 Union delegates shall be allowed access and reasonable use of Council facilities and resources for the effective delivery of their roles and responsibilities where it is relevant to the workplace.
- 68.3 Council will not hinder accredited Union delegates in the reasonable and responsible performance of their duties provided that the operations of Council will not be unduly disrupted.

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69. Deduction of Union Fees

Council shall, on the request in writing of any Employee, pay to a Union nominated by the Employee out of the money due to the Employee in respect of wages, the annual contribution of the Employee as a member of that Union.

70. Trade Union Training Leave

Paid leave of absence of up to five (5) days per calendar year may be granted to Employees who are recognised Union delegates to attend trade Union training or conferences or courses relevant to industry and local government provided that the operations of Council will not be unduly disrupted.

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SCHEDULE A – WAGE RATES**Wage Rates of Employees covered by the Queensland Local Government (Stream A) Award – State 2017 – Administrative and Clerical Services¹:**

Level	Current Base rate of pay - backdated to 1 September 2023	4% increase applicable on the 1st pay period following 1 July 2024	4% increase applicable on the 1st pay period following 1 July 2025	3% increase applicable on the 1st pay period following 1 July 2026
	5.75%	4%	4%	3%
Level 1, year 1	\$1,071.04	\$1,113.88	\$1,158.43	\$1,193.19
Level 1, year 2	\$1,097.16	\$1,141.04	\$1,186.68	\$1,222.28
Level 1, year 3	\$1,125.18	\$1,170.19	\$1,216.99	\$1,253.50
Level 1, year 4	\$1,137.34	\$1,182.83	\$1,230.15	\$1,267.05
Level 1, year 5	\$1,149.50	\$1,195.48	\$1,243.30	\$1,280.60
Level 1, year 6	\$1,163.78	\$1,210.33	\$1,258.74	\$1,296.51
Level 2, year 1	\$1,192.33	\$1,240.02	\$1,289.63	\$1,328.31
Level 2, year 2	\$1,222.47	\$1,271.37	\$1,322.22	\$1,361.89
Level 2, year 3	\$1,251.02	\$1,301.06	\$1,353.11	\$1,393.70
Level 2, year 4	\$1,266.36	\$1,317.01	\$1,369.69	\$1,410.78
Level 3, year 1	\$1,281.69	\$1,332.96	\$1,386.28	\$1,427.86
Level 3, year 2	\$1,297.29	\$1,349.18	\$1,403.15	\$1,445.24
Level 3, year 3	\$1,312.89	\$1,365.40	\$1,420.02	\$1,462.62
Level 3, year 4	\$1,321.35	\$1,374.20	\$1,429.17	\$1,472.04
Level 4, year 1	\$1,345.14	\$1,398.95	\$1,454.90	\$1,498.55
Level 4, year 2	\$1,376.34	\$1,431.39	\$1,488.65	\$1,533.30
Level 4, year 3	\$1,407.00	\$1,463.28	\$1,521.82	\$1,567.47
Level 4, year 4	\$1,422.60	\$1,479.51	\$1,538.69	\$1,584.85
Level 5, year 1	\$1,438.20	\$1,495.73	\$1,555.56	\$1,602.22
Level 5, year 2	\$1,469.93	\$1,528.72	\$1,589.87	\$1,637.57
Level 5, year 3	\$1,497.68	\$1,557.59	\$1,619.90	\$1,668.49
Level 6, year 1	\$1,525.44	\$1,586.46	\$1,649.92	\$1,699.42
Level 6, year 2	\$1,579.91	\$1,643.10	\$1,708.83	\$1,760.09
Level 6, year 3	\$1,645.47	\$1,711.29	\$1,779.74	\$1,833.13
Level 7, year 1	\$1,668.47	\$1,735.21	\$1,804.62	\$1,858.76
Level 7, year 2	\$1,691.47	\$1,759.13	\$1,829.50	\$1,884.38
Level 7, year 3	\$1,714.21	\$1,782.78	\$1,854.09	\$1,909.71

¹ Base rates of pay are exclusive of Safety Bonus and Attraction and Retention Bonus.

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Level 8, year 1	\$1,736.94	\$1,806.42	\$1,878.68	\$1,935.04
Level 8, year 2	\$1,781.36	\$1,852.61	\$1,926.72	\$1,984.52
Level 8, year 3	\$1,825.77	\$1,898.80	\$1,974.76	\$2,034.00
Level 8, year 4	\$1,870.19	\$1,945.00	\$2,022.80	\$2,083.48

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Wage Rates of Employees covered by the Queensland Local Government (Stream B) Award – State 2017 – Operational Services²:

Level	Current Base rate of pay - backdated to 1 September 2023	4% increase applicable on the 1st pay period following 1 July 2024	4% increase applicable on the 1st pay period following 1 July 2025	3% increase applicable on the 1st pay period following 1 July 2026
	5.75%	4%	4%	3%
Level 1 (after 6 months)	\$1,097.16	\$1,141.04	\$1,186.68	\$1,222.28
Level 2, year 1	\$1,125.18	\$1,170.19	\$1,216.99	\$1,253.50
Level 2, year 2	\$1,131.26	\$1,176.51	\$1,223.57	\$1,260.28
Level 3, year 1	\$1,137.34	\$1,182.83	\$1,230.15	\$1,267.05
Level 3, year 2	\$1,143.42	\$1,189.16	\$1,236.73	\$1,273.83
Level 4, year 1	\$1,149.50	\$1,195.48	\$1,243.30	\$1,280.60
Level 4, year 2	\$1,156.64	\$1,202.91	\$1,251.02	\$1,288.55
Level 5, year 1	\$1,163.78	\$1,210.33	\$1,258.74	\$1,296.51
Level 5, year 2	\$1,178.06	\$1,225.18	\$1,274.18	\$1,312.41
Level 6, year 1	\$1,192.33	\$1,240.02	\$1,289.63	\$1,328.31
Level 6, year 2	\$1,207.40	\$1,255.70	\$1,305.92	\$1,345.10
Level 7, year 1	\$1,222.47	\$1,271.37	\$1,322.22	\$1,361.89
Level 7, year 2	\$1,236.75	\$1,286.22	\$1,337.66	\$1,377.79
Level 8, year 1	\$1,251.02	\$1,301.06	\$1,353.11	\$1,393.70
Level 8, year 2	\$1,266.36	\$1,317.01	\$1,369.69	\$1,410.78
Level 9, year 1	\$1,281.69	\$1,332.96	\$1,386.28	\$1,427.86

² Base rates of pay are exclusive of Safety Bonus and Attraction and Retention Bonus.

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Wage Rates of Employees covered by the Queensland Local Government (Stream C) Award – State 2017³:**(a) Building Trades**

Classification	Current rate of pay - backdated to 1 September 2023	Base pay - applicable on the 1st pay period following 1 July 2024	4% increase applicable on the 1st pay period following 1 July 2025	3% increase applicable on the 1st pay period following 1 July 2026
	5.75%	4%	4%	3%
Building worker				
Building Worker, level 1(a) new entrant	\$1,070.72	\$1,113.55	\$1,158.09	\$1,192.83
Building Worker, level 1(b), after 3 months in the industry	\$1,097.16	\$1,141.04	\$1,186.68	\$1,222.28
Building Worker, level 1(c), after 12 months in the industry	\$1,097.16	\$1,141.04	\$1,186.68	\$1,222.28
Building Worker, level 1(d)	\$1,125.18	\$1,170.19	\$1,216.99	\$1,253.50
Building Worker, level 2	\$1,149.50	\$1,195.48	\$1,243.30	\$1,280.60
Building Tradesperson				
Building Tradesperson, level 1.1	\$1,163.78	\$1,210.33	\$1,258.74	\$1,296.51
Building Tradesperson, level 1.2	\$1,178.06	\$1,225.18	\$1,274.18	\$1,312.41
Building Tradesperson, level 2.1	\$1,192.33	\$1,240.02	\$1,289.63	\$1,328.31
Building Tradesperson, level 2.2	\$1,207.40	\$1,255.70	\$1,305.92	\$1,345.10
Building Tradesperson, level 3.1	\$1,222.47	\$1,271.37	\$1,322.22	\$1,361.89

(b) Engineering and Electrical

C14.1	\$1,070.72	\$1,113.55	\$1,158.09	\$1,192.83
C14.2	\$1,077.33	\$1,120.42	\$1,165.24	\$1,200.20
C13.1	\$1,083.94	\$1,127.30	\$1,172.39	\$1,207.56
C13.2	\$1,090.55	\$1,134.17	\$1,179.54	\$1,214.92
C12.1	\$1,097.16	\$1,141.04	\$1,186.68	\$1,222.28
C12.2	\$1,111.17	\$1,155.61	\$1,201.84	\$1,237.89
C11.1	\$1,125.18	\$1,170.19	\$1,216.99	\$1,253.50
C11.2	\$1,144.48	\$1,190.26	\$1,237.87	\$1,275.00
C10.1	\$1,163.78	\$1,210.33	\$1,258.74	\$1,296.51
C10.2	\$1,178.06	\$1,225.18	\$1,274.18	\$1,312.41
C9.1	\$1,192.33	\$1,240.02	\$1,289.63	\$1,328.31
C9.2	\$1,207.40	\$1,255.70	\$1,305.92	\$1,345.10
C8.1	\$1,222.47	\$1,271.37	\$1,322.22	\$1,361.89
C8.2	\$1,236.75	\$1,286.22	\$1,337.66	\$1,377.79
C7.1	\$1,251.02	\$1,301.06	\$1,353.11	\$1,393.70
C7.2	\$1,281.95	\$1,333.23	\$1,386.56	\$1,428.16
C6.1	\$1,312.89	\$1,365.40	\$1,420.02	\$1,462.62

³ Base rates of pay are **exclusive** of Safety Bonus and Attraction and Retention Bonus.

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C6.2	\$1,329.01	\$1,382.17	\$1,437.46	\$1,480.58
C5.1	\$1,345.14	\$1,398.95	\$1,454.90	\$1,498.55
C5.2	\$1,360.74	\$1,415.17	\$1,471.77	\$1,515.93
C4.1	\$1,376.34	\$1,431.39	\$1,488.65	\$1,533.30
C4.2	\$1,407.27	\$1,463.56	\$1,522.10	\$1,567.76
C3.1	\$1,438.20	\$1,495.73	\$1,555.56	\$1,602.22
C3.2	\$1,454.06	\$1,512.23	\$1,572.71	\$1,619.90
C2(a)	\$1,469.93	\$1,528.72	\$1,589.87	\$1,637.57
C2(b)	\$1,525.44	\$1,586.46	\$1,649.92	\$1,699.42

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SCHEDULE B – SAFETY BONUS

In accordance with clause 33.3 of this Agreement, in addition to the base rates of pay provided in Schedule A, Council shall pay a Safety Bonus shall be paid in accordance with the following:

- (a) Level 5 = (Maximum payment) \$2,500 equivalent to a rating >90%
- (b) Level 4 = \$1,800 equivalent to a rating >80% and <90%
- (c) Level 3 = \$1,600 equivalent to a rating >70% and <80%
- (d) Level 2 = \$1,400 equivalent to a rating >60% and <70%
- (e) Level 1 = \$1,250 equivalent to a rating >50% and <60%

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SCHEDULE C – ALLOWANCES

Summary of allowances applicable as a term of the Certified Agreement:

Allowance	Frequency of payment allowance	New base rate of Allowance effective from the 1st pay period following certification of Agreement	Rate effective on 1st pay period 1 July 2025	Rate effective on 1st pay period following 1 July 2026
Locality Allowance	Per week	<u>Full rate</u> \$100 per week <u>Half Rate</u> \$50 per week		
On Call Allowance	Per day	<u>Monday to Friday</u> \$50 per day <u>Saturday</u> \$70 <u>Sunday and Public Holidays</u> \$100 per day		
Camp Allowance	Per day	\$60	\$65	\$70
Working away from home depot allowance	Per day	\$20	\$25	\$30
Airport responsibility allowance	Per hour	\$12	\$12.48	\$12.98

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Signed for and on behalf of

Boulia Shire Council ABN 20 492 088 398

.....
Signature

Lynn Moore
Printed Name

In the presence of -

.....
Signature

Julie Woodhouse
Printed Name

Date:

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Signed for and on behalf of

The Australian Workers' Union of Employees, Queensland

..... Stacey Schinnerl
Signature Printed Name

In the presence of -

..... Jeehan Habib
Signature Printed Name

Date:

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Signed for and on behalf of

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

..... Kane Lowth
Signature Printed Name

In the presence of -

..... Emma Eaves
Signature Printed Name

Date:

Version 1 – 25.6.2024 – For Certification

Signed for and on behalf of

Queensland Services, Industrial Union of Employees

..... Neil Henderson
Signature Printed Name

In the presence of -

..... Justine Moran
Signature Printed Name

Date:

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Signed for and on behalf of

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

..... Rohan Webb
Signature Printed Name

In the presence of -

..... Melissa McAllister
Signature Printed Name

Date: