QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Bulloo Shire Council

AND

The Australian Workers' Union of Employees, Queensland

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

(Matter No. CB/2018/51)

BULLOO SHIRE COUNCIL OPERATIONAL EMPLOYEES CERTIFIED AGREEMENT 2018

Certificate of Approval

On 24 May 2018 the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act* 2016:

Name of Agreement: Bulloo Shire Council Operational Employees Certified Agreement 2018

Parties to the

Bulloo Shire Council

Agreement:

- The Australian Workers' Union of Employees, Queensland
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland

Operative Date: 24 May 2018

Nominal Expiry Date: 30 June 2021

Previous Agreements: Bulloo Shire Council Certified Agreement, State No. 7 2013 Matter No.

CA/2013/36

Termination Date of

Previous Agreement: 24 May 2018

By the Commission

O'CONNOR DP

24 May 2018

Bulloo Shire Council Operational Employees Certified Agreement 2018

Contents

| Part 1 | . – GENERAL PROVISIONS | . 1 |
|--------|--|-----|
| 1. | Title | . 1 |
| 2. | Objectives of the Agreement | . 1 |
| 3. | Date and Period of Operation | . 1 |
| 4. | Parties Bound | . 1 |
| 5. | Application | . 1 |
| 6. | Relationship to Parent Awards | . 2 |
| 7. | Trainees and Apprentices | . 2 |
| 8. | No Extra Claims | . 2 |
| 9. | Consultation – Introduction of changes | . 2 |
| PART | 2 – EMPLOYMENT CONDITIONS | .3 |
| 10. | Job Security | . 3 |
| 11. | Recruitment and Selection Procedure | . 3 |
| 12. | Use of Contractors | . 3 |
| 13. | Dispute Resolution | . 3 |
| PART | 3 - PRODUCTIVITY IMPROVEMENTS | |
| 14. | Span and Spread of Hours | . 5 |
| 15. | Flexible Working Arrangements | . 5 |
| 16. | Hours of Work – Rostered Days Off | . 5 |
| 17. | Work Arrangements at Camps | . 6 |
| PART | 4 – BENEFITS | . 6 |
| 18. | Annual Leave | . 6 |
| 19. | Sick Leave | . 7 |
| 20. | Paid Parental Leave | . 7 |
| 21. | Bereavement Leave | . 7 |
| 22. | Long Service Leave | . 7 |
| PART | 5 – WAGE INCREASES & ALLOWANCES | . 8 |
| 23. | Wage Increases | .8 |
| 24. | Schedule of Wages | .8 |
| 25. | Sign-on Bonus | .8 |
| 26. | Camp Allowance | .8 |
| 27. | Locality Allowance | .8 |
| 28. | Meal Allowance | .8 |
| 29. | Toilet Cleaning Allowance | . 8 |

| 30. | On Call / Availability Allowance | 9 |
|--------|---|----|
| 31. | Recall | 9 |
| 32. | Higher Duties Allowance | 9 |
| 33. | Leading Hand Allowance | 9 |
| 34. | Traffic Controller Allowance | 10 |
| 35. | Final Trim Allowance | 10 |
| PART 6 | – WAGE RELATED MATTERS | 10 |
| 36. | Timesheets | |
| 37. | Travel Time | 10 |
| 38. | Minimum Engagement of Casual Employees | 10 |
| 39. | Salary Sacrifice | 10 |
| 40. | Abandonment of Employment | 11 |
| PART 7 | – WORKPLACE HEALTH & SAFETY | 11 |
| 41. | Safety Representative Allowance | |
| 42. | Protective Clothing and Equipment (Medical Condition and Safety Issues) | 11 |
| Append | ix A – Schedule of Wages | 12 |
| | | |

Part 1 - GENERAL PROVISIONS

1. Title

1.1. This Enterprise Agreement shall be known as the Bulloo Shire Council Operational Employees Certified Agreement 2018.

2. Objectives of the Agreement

- 2.1. The parties recognise that continuously improved performance is essential to the increased productivity and efficiency of Council so that it meets growing community expectations and organisational pressures. To this end, the parties are committed to:
 - (a) Facilitating greater flexibility of working arrangements within the framework of this Agreement;
 - (b) Maintaining a zero harm workplace environment;
 - (c) Putting into practice Bulloo Shire Council's Core Values:
 - Communication
 - Fun
 - Potential
 - Courage
 - Safety
 - Commitment
 - (d) Positive Employment Relations; and
 - (e) Providing certainty, stability and equity in relation to overall pay increases and conditions for the period of operation of the Agreement.

3. Date and Period of Operation

3.1. This Agreement shall operate from the first pay period commencing on or after the certification date and will remain in force until 30 June 2021.

4. Parties Bound

4.1. The parties to this Agreement are Bulloo Shire Council, its employees subject to this Agreement and the following Unions:

AWU Australian Workers' Union of Employees, Queensland

CFMEU Construction Forestry Mining and Energy Union of Employees, Queensland Branch

5. Application

5.1. The Agreement shall apply to Council, all Council employees covered by the *Queensland Local Government Industry (Stream B) Award – State 2017* and the *Queensland Local Government Industry (Stream C) Award – State 2017* and the unions mentioned in clause 4.

6. Relationship to Parent Awards

- 6.1. This Agreement shall be wholly read and interpreted in conjunction with the terms of the following Awards:
 - Queensland Local Government Industry (Stream B) Award State 2017 (Steam B Award);
 - Queensland Local Government Industry (Stream C) Award State 2017 (Stream C Award); and
 - Training Wage Award State 2012.
- 6.2. Provided that where there is any inconsistency between this Agreement and the Parent Awards, this Agreement will prevail to the extent of the inconsistency.

7. Trainees and Apprentices

- 7.1. All trainees and apprentices working at the Bulloo Shire Council are granted voting rights to this Agreement, as they work under the terms and conditions of this Agreement.
- 7.2. Trainees and apprentices will receive the relevant % of the wage rates at Schedule A and all other conditions apply in full.

8. No Extra Claims

8.1. The parties to this Agreement agree that during the period of operation of the Agreement, no further claims will be made by any party in relation to wages or salary and conditions of employment.

9. Consultation – Introduction of changes

- 9.1. Council's duty to notify
 - (a) Before Council decides to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and, where relevant, their union/s.
 - (b) 'Significant effects' includes termination of employment; major changes in the composition, operation or size of Council's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
 - (c) Where this Agreement makes provision for alteration of any of the matters referred to in clauses 9.1(a) and (b) an alteration shall be deemed not to have significant effect.

9.2. Council's duty to consult over change

- (a) Council shall consult the employees affected and, where relevant, their union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, Council intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation shall occur as soon as practicable before making the decision referred to in clause 9.1.
- (c) For the purpose of such consultation Council shall provide in writing to the employees concerned and, where relevant, their union/s, all relevant information about the

- changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees.
- (d) Notwithstanding the provision of clause 9.2(c) Council shall not be required to disclose confidential information, the disclosure of which would be adverse to Council's interests.

PART 2 – EMPLOYMENT CONDITIONS

10. Job Security

10.1. Council will endeavour to maintain the current workforce for the life of this Agreement. However, matters outside Council's control, such as cuts in external funding or changes to legislation, or Government policy may result in the need to reduce staff levels. In this event Council commits to consult with the affected staff and, where relevant, their union/s prior to any reductions in staff numbers.

11. Recruitment and Selection Procedure

11.1. Where Council considers there is an insufficient suitably qualified applicant pool internally, Council will call positions simultaneously internally and externally.

12. Use of Contractors

- 12.1. The parties recognise that Council wishes to preserve as many of the positions that currently exist within Council, however, the parties acknowledge that Council will require the use of Contractors to carry out Council work from time to time.
- 12.2. Council may use Contractors where the work volume is beyond the capacity of Council resources or existing staff.
- 12.3. Contractors will also be used where the type of work of specialisation required is beyond the capacity of Council resources or existing staff.

13. Dispute Resolution

- 13.1. Prevention and settlement of disputes Award matters
 - (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by the parent Awards by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
 - (b) Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
 - (c) In the event of any disagreement between the parties as to the interpretation or implementation of the parent Awards, the following procedures shall apply:
 - the matter is to be discussed by the employee's union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
 - (ii) if the matter is not resolved as per clause 13.1(a), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;

- (iii) if the matter remains unresolved it may be referred to Council for discussion and appropriate action. This process should not exceed 14 days;
- (iv) if the matter is not resolved then it may be referred by either party to the Queensland Industrial Relations Commission.
- (d) Nothing contained in this procedure shall prevent unions or Council from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.
- 13.2. Prevention and settlement of employee grievances and disputes other than Award matters
 - (a) The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
 - (b) The following procedure applies to all industrial matters within the meaning of the Act: Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to resolve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.
 - Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's representative during the course of Stage 2.
 - Stage 3: If the grievance is still unresolved, the manager will advise the Chief Executive Officer and 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.
 - (c) Council shall ensure that:
 - (i) the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
 - (ii) the grievance shall be investigated in a thorough, fair and impartial manner.
 - (d) Council may appoint another person to investigate the grievance or dispute. Where possible, the appointed person shall be other than the employee's supervisor or manager.
 - (e) If the matter is notified to the union, the investigator shall also consult with the union during the course of the investigation. Council shall advise the employee initiating the grievance, the employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.
 - (f) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:
 - Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.
 - Stage 2: Not to exceed 7 days.
 - Stage 3: Not to exceed 14 days.
 - (g) If the grievance or dispute is not settled the matter may be referred to the Queensland Industrial Relations Commission by the employee or the union.

- (h) Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

PART 3 - PRODUCTIVITY IMPROVEMENTS

14. Span and Spread of Hours

14.1. Ordinary hours of work for employees, other than casuals, shall be worked continuously except for meal breaks and rest pauses between the hours of 5:00am and 7:00pm.

15. Flexible Working Arrangements

- 15.1. The parties to the Agreement agree that Flexible Work Arrangements (FWA) that enhance productivity and efficiency may be entered into by mutual agreement with individual employees on a case by case basis for any program within Council without further penalty.
 - (a) Any FWA entered into must be for a pre-determined period.
 - (b) The FWA can be terminated by either party with one month's notice in writing.
- 15.2. Flexible Work Arrangements must satisfy the following four (4) principles:
 - Customer service standards are maintained
 - Must be cost neutral
 - Must be practicable and workable
 - Must not compromise workplace health and safety.
- 15.3. A copy of any arrangement made pursuant to this section must be provided to the employee and, if applicable, to the employee's nominated representative and/or union, and shall be read as part of this Agreement.

16. Hours of Work - Rostered Days Off

- 16.1. All employees, other than casuals, shall work 76 ordinary hours over a 9 day fortnight (work cycle).
- 16.2. By working the work cycles described in clause 16.1 above all employees, other than casuals, are entitled for one rostered day off after each 9 days worked.
- 16.3. Managers and supervisors, in consultation with each other and with staff, will prepare a monthly roster for all staff that ensures business services are not interrupted.
- 16.4. Unless otherwise agreed with the manager, employees may bank a maximum of five (5) RDOs per year.
- 16.5. All banked RDOs in excess of one (1) day will be available subject to:
 - a) An employee making a written request to be approved by their manager with at least one (1) week notice; and
 - b) before approving a request for utilising an RDO by an employee, the manager must ensure that Council operations and services will not be interrupted or rendered less efficient or more costly.

- 16.6. If an employee has a scheduled RDO in place and is required to work on that scheduled RDO, Council may request the employee to work on the RDO by giving the employee two (2) days' notice.
- 16.7. If an employee is requested to work on an RDO in accordance with clause 16.6, such RDO shall be re-allocated to a mutually agreeable day between the employee and their manager without attracting penalty rates.
- 16.8. If a mutually agreeable day cannot be reasonably found, the employee shall be paid the appropriate penalty rates in accordance with the relevant Award.
- 16.9. Before approving the utilisation of RDOs, each manager of each work group must ensure that no two (2) employees from the same work group are permitted to take RDOs on the same day.

17. Work Arrangements at Camps

- 17.1. Where a job site is located more than 120kms but less than 200kms from the works depot in Thargomindah, a camp will be established to maximise productivity.
- 17.2. To maximise productivity, the span of hours shall be determined to take advantage of all available daylight hours in accordance with Council's ordinary span and spread of hours.
- 17.3. Employees shall be given at least two (2) weeks' notice, prior to any change in the work roster.

Work Cycles

- 17.4. Where a Job site is located more than 200Kms from the works depot in Thargomindah the project shall be carried out in fortnightly cycles on a nine (9) days "on" and five (5) days "off" roster.
- 17.5. Subject to clause 17.6, each work cycle shall be worked over nine (9) consecutive days followed by five (5) consecutive non-working days (including RDO).
- 17.6. The work cycles described in clauses 17.4 and 17.5 may be subject to change to accommodate business needs and/or to ensure compliance with safety management systems and any relevant legislative requirements.

Public Holidays - Work cycle of 9 days "on" and 5 days "off"

17.7. Work on a public holiday that coincides with the ordinary hours of work will be paid at the penalty rates prescribed in Stream B or Stream C Awards. Alternatively, roster arrangements may be negotiated to allow for the taking of the public holiday, either on the day that it falls due or on another day that is mutually agreeable between the employee and Council.

PART 4 – BENEFITS

18. Annual Leave

- 18.1. All employees, other than casuals, shall accrue annual leave at the rate of five (5) weeks per annum.
- 18.2. Leave shall be taken at a time mutually convenient to the CEO and the employee concerned.
- 18.3. Employees must take a minimum of two (2) weeks annual leave during the Christmas/New Year period unless directed otherwise by the CEO.
- 18.4. Employees may accumulate a maximum of ten (10) weeks annual leave in their balance.

18.5. However, if any employee has accumulated over ten (10) weeks of annual leave at the time of implementation of this Agreement, the employee is to reduce the accumulated annual leave to ten (10) weeks within twelve months by taking annual leave at a time or times that are mutually agreeable between the CEO and the employee.

19. Sick Leave

- 19.1. Sick leave shall accrue at the rate of one (1) day per month in the first year of service and 15 days per year in the second and subsequent years of service.
- 19.2. An employee who is absent from work due to illness or injury must provide prompt notification to the immediate supervisor. Payment for any absence on sick leave that exceeds two (2) consecutive days shall be contingent upon production by the employee concerned of either a certificate from a duly qualified medical practitioner or statutory declaration of illness satisfactory to the employer.
- 19.3. Where sick leave is excessive and establishes a pattern, the CEO may request a medical certificate or statutory declaration be provided by the employee for every occasion of absence on sick leave.
- 19.4. The requirement for medical evidence under clause 19.3 shall cease after 6 months, unless the sick leave remains to be excessive and/or continues to form a pattern.

20. Paid Parental Leave

- 20.1. Parental leave is provided for in the relevant Award and the QES.
- 20.2. An employee, who is the primary care-giver of the child and who has completed two (2) years of continues service with Council, will be eligible for ten (10) weeks of paid parental leave, to commence from the date of the birth of the child.

21. Bereavement Leave

21.1. Upon the death of a family member as defined in the QES, an employee may be granted bereavement leave when attending a funeral that requires travel in accordance with the below table:

| Distance | Leave Entitlement |
|-----------------|-------------------|
| Up to 250kms | 2 Days |
| 250kms – 500kms | 3 Days |
| Over 500kms | 4 Days |

21.2. The taking of bereavement leave shall be subject to the production of evidence of death satisfactory to Council or the completion of a statutory declaration if so requested by Council.

22. Long Service Leave

22.1. Employees who complete 10 years of continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.

- 22.2. Council acknowledges the valuable contribution of long term employees. An employee who has more than 7 but less than 10 years continuous service is entitled to a proportionate payment of the long service upon termination of employment.
- 22.3. The payment stipulated in clause 22.2 does not apply where the termination of employment was for reasons relating to the employee's conduct, capacity or performance.

PART 5 – WAGE INCREASES & ALLOWANCES

23. Wage Increases

- 23.1 Bulloo Shire Council agrees to pay employees covered by this Agreement, wage increases in accordance with the following schedule:
- (a) 2.5% from the date of certification of this Agreement
- (b) 2.5% from 1st July 2019
- (c) 2.5% from 1st July 2020

24. Schedule of Wages

24.1. A schedule of wage and salary rates to apply during the life of this Agreement is attached as Appendix A.

25. Sign-on Bonus

- 25.1. Bulloo Shire Council agrees to pay employees covered by this Agreement, a sign-on bonus of \$750.00.
- 25.2. The sign-on bonus is a one-off payment and shall be paid as soon as practicable following the date of certification of this Agreement.

26. Camp Allowance

- 26.1. Camp allowance of \$20.00 per night shall be paid to each employee who is instructed and accepts to work and stay the night at a camp.
- 26.2. Council will provide food free of charge to all council employees in all camps.
- 26.3. All other relevant provisions of the Award will apply.

27. Locality Allowance

- 27.1. Council agrees to extend the payment of the Locality allowance provided for under the Queensland Local Government Industry (Stream A) Award State 2017 to all employees covered by this Agreement
- 27.2. By receiving the Locality Allowance under clause 27.1 above, employees covered by this Agreement, will not be entitled to be paid the Divisions and District Allowance under Stream B and Stream C Awards.

28. Meal Allowance

28.1. An employee, other than an employee living in camp, shall be supplied with a reasonable meal at Council's expense or be paid an allowance of \$25.00 during overtime as prescribed in the relevant award.

29. Toilet Cleaning Allowance

29.1. Employees required to clean toilets, other than merely by hosing them, shall be paid an allowance at the rate of \$20.00 per week.

29.2. Other than normal pedestal and cubicle cleaning, where an employee is required to clean live sewerage, they are entitled to claim the Live Sewerage Allowance

30. On Call / Availability Allowance

30.1. An employee directed to remain on call during any day or night outside their ordinary working hours shall be paid in accordance with the below table for each day and/or night during which the employee remains on call.

| Days Required to be on call | On Call Allowance |
|-----------------------------|-------------------|
| Monday to Friday | \$17.00 per day |
| Saturday | \$25.50 per day |
| Sunday | \$34.00 per day |

- 30.2. In addition to the above allowance, employees shall be entitled to receive penalty rates in accordance with the overtime provisions in the relevant Award for the time worked if they are required to report for duty.
- 30.3. Employees directed to remain on call must be able to be contacted and to report fit for duty within 30 minutes.

31. Recall

- 31.1. An employee who is on call and being paid the on call allowance shall be entitled to a minimum payment equivalent to three (3) hours at the applicable rate for the first call out. The minimum payment shall only apply to the first call out on any given day. Any subsequent call outs on the same day will be paid as actual time worked.
- 31.2. If an employee does not leave home to attend to the situation e.g. handled by phone or via a computer, they will be paid a minimum of 30 minutes at the applicable rate.

32. Higher Duties Allowance

- 32.1. An employee primarily engaged, for more than 4 hours on any one day, to perform duties at a higher level than their usual classification/wage level, shall be paid at the applicable higher rate for the work so performed.
- 32.2. Employees undertaking higher duties shall receive a minimum payment of 4 hours for each engagement.

33. Leading Hand Allowance

- 33.1. An allowance of \$10.00 per day will be paid to an employee who has been appointed, as a leading hand.
- 33.2. To qualify for the payment of the allowance under this clause, an employee appointed as a leading hand is required to provide administration support to the supervisor and shall assist management in ensuring that all relevant documentation is complete and submitted to the relevant line manager in a timely manner.
- 33.3. Relevant documentation shall include, but is not limited to, daily measure up sheets, plant working returns, defect logs and fuel returns and shall be signed off by the relevant supervisor.

34. Traffic Controller Allowance

- 34.1. Subject to clause 34.2, an employee engaged in traffic control duties shall be paid at level 5 of Division 2 Section 5 of Stream B Award for all time worked.
- 34.2. To qualify for the payment stipulated above, an employee must hold the appropriate accreditation under the Traffic Controller Accreditation Scheme authorised by the Department of Transport and Main Roads.

35. Final Trim Allowance

35.1. An employee who has been assessed by the operations manager as having the necessary skills to perform final trim duties, shall be paid an allowance of \$25.00 per day for the work so performed.

PART 6 – WAGE RELATED MATTERS

36. Timesheets

36.1. All staff are required to fill in timesheets in their own time.

37. Travel Time

- 37.1. Council will provide vehicles for the purposes of transporting employees to and from jobs and/or camp sites.
- 37.2. Where Council provides a vehicle, the operator and all occupants required to travel outside of ordinary hours shall be paid in accordance with the overtime provisions in the relevant Award
- 37.3. Where an employee is required to provide their own vehicle, payment shall be as per the relevant Award.

38. Minimum Engagement of Casual Employees

38.1. For the purpose of this Agreement, all casual employees shall receive a minimum payment of three (3) hours for each engagement.

39. Salary Sacrifice

- 39.1. Employees may elect to take their salary by means other than money by way of a salary sacrifice arrangement. The Chief Executive Officer (or his/her authorised representative) and an employee may agree in writing that the employee can sacrifice a part of their salary to benefits agreed between the parties, including superannuation.
- 39.2. The salary of the employee for the purpose of any allowances 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.
- 39.3. Council encourages employees to seek independent financial advice prior to entering into any salary sacrifice arrangements.
- 39.4. All salary sacrifice agreements will be subject to any Federal taxation laws and rulings affecting salary sacrifice arrangements that may be introduced or amended from time to time, and, in the case of superannuation, to the requirements of the Local Government Superannuation Scheme.
- 39.5. Any additional tax payable will be deducted from the employee's remuneration.

40. Abandonment of Employment

- 40.1. An employee who has been absent for seven (7) or more working days without Council's consent and does not establish, to the satisfaction of Council, a reasonable cause for the absence shall be deemed to have abandoned their employment.
- 40.2. Before an employee's employment is terminated for abandonment, Council shall make a reasonable effort to contact the employee. For the purpose of this clause, reasonable contact could be via email, post, phone or text messages.

PART 7 – WORKPLACE HEALTH & SAFETY

41. Safety Representative Allowance

- 41.1. Employees elected to the position of Safety Representative shall be paid an allowance of \$50.00 per week.
- 41.2. Employees elected as a Safety Representative shall be given appropriate training at Council's expense to allow them to carry out their roles and responsibilities under the *Work Health* and Safety Act 2011 and the *Work Health and Safety Regulation 2011*.
- 41.3. Safety Representatives will assist Council in creating a Zero Harm work environment by actively assisting Management in the promotion and implementation of safe work procedures.

42. Protective Clothing and Equipment (Medical Condition and Safety Issues)

- 42.1. If a medical condition prevents an employee from wearing issued protective equipment, Council must be provided with a medical certificate.
- 42.2. Where a medical condition prevents an employee from wearing standard issue safety boots, Council will reimburse the cost of fitted safety boots to a maximum value of \$200 on receipt of a tax invoice.
- 42.3. Where a medical condition prevents an employee from wearing standard issue safety glasses, Council will reimburse half the cost of prescription safety glasses on receipt of a tax invoice from an optometrist. Council will reimburse the balance of the amount at the conclusion of further twelve month's employment.

Appendix A – Schedule of Wages

| QLD Local | Level | Weekly base | Weekly base | Weekly base | Weekly base |
|------------|------------|---------------|------------------|--------------|--------------|
| Government | Level | rate as at | rate as at date | rate as at | rate as at |
| industry | | 30 June 2015 | of certification | 01 July 2019 | 01 July 2020 |
| Award | | 30 Julie 2013 | | 01 July 2013 | 01 July 2020 |
| Stream B | Level 1 | 908.73 | 931.45 | 954.73 | 978.60 |
| | After 6 | 919.10 | 942.07 | 965.62 | 989.77 |
| | Months | | | | |
| | Level 2 | 929.46 | 952.70 | 976.52 | 1000.93 |
| | Level 3 | 939.83 | 963.32 | 987.41 | 1012.09 |
| | Level 4 | 950.29 | 974.05 | 998.40 | 1023.36 |
| | Level 5 | 962.65 | 986.72 | 1011.39 | 1036.67 |
| | Level 6 | 983.48 | 1008.07 | 1033.27 | 1059.11 |
| | Level 7 | 1004.22 | 1029.32 | 1055.06 | 1081.43 |
| | Level 8 | 1023.06 | 1048.63 | 1074.85 | 1101.72 |
| | Level 9 | 1043.79 | 1069.88 | 1096.63 | 1124.05 |
| Stream C | C14 | 869.16 | 890.89 | 913.16 | 935.99 |
| | C13 | 885.80 | 907.95 | 930.65 | 953.91 |
| | C12 | 908.23 | 930.94 | 954.21 | 978.07 |
| | C11 | 929.06 | 952.29 | 976.10 | 1000.50 |
| | C10 | 962.65 | 986.72 | 1011.39 | 1036.67 |
| | C 9 | 983.48 | 1008.07 | 1033.27 | 1059.11 |
| | C8 | 1004.22 | 1029.32 | 1055.06 | 1081.43 |
| | C7 | 1023.06 | 1048.63 | 1074.85 | 1101.72 |
| | C6 | 1064.62 | 1091.24 | 1118.52 | 1146.48 |
| | C5 | 1084.85 | 1111.97 | 1139.77 | 1168.27 |
| | C4 | 1106.18 | 1133.84 | 1162.18 | 1191.24 |
| | C3 | 1147.75 | 1176.44 | 1205.85 | 1236.00 |
| | C2A | 1168.58 | 1197.79 | 1227.74 | 1258.43 |
| | C2B | 1206.16 | 1236.31 | 1267.22 | 1298.90 |

| SIGNATORIES | | | |
|---------------------------------|--------------------|--|--|
| Bulloo Shire Council | | | |
| | | | |
| Signed for and on behalf of Bul | loo Shire Council: | | |
| | | | |
| | | | |
| | | | |
| Title | | | |
| | | | |
| | | | |
| Signature | | | |
| o.g.nature | | | |
| | | | |
| Edwina Marks | | | |
| Print Name | | | |
| | | | |
| | | | |
| In the presence of: | | | |
| | | | |
| | | | |
| Signature | | | |
| Signature | | | |
| Donna May Hobbs | | | |
| (Print Name of Witness) | | | |

Construction, Forestry, Mining and Energy Union

| Signed for and on behalf of Construction, Forestry, Mining and Energy Union: | | |
|--|---|--|
| | | |
| President | | |
| Title | | |
| | | |
| | | |
| Signature | | |
| | | |
| Michael Ravbar | _ | |
| Print Name | | |
| | | |
| In the presence of: | | |
| | | |
| | | |
| Signature | | |
| | | |
| Stacey Daudson | | |
| (Print Name of Witness | | |

Australian Workers Union Signed for and on behalf of Australian Workers Union: Acting Secretary_____ Title Signature Stephen Baker_____ Print Name In the presence of: Signature

Breanna Beattie_____

(Print Name of Witness)