

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016 – s 193 - Certification of an agreement

Boulia Shire Council (ABN: 20 492 088 398)
(Applicant)

v

The Australian Workers' Union of Employees, Queensland
(First Respondent)

and

Queensland Services, Industrial Union of Employees
(Second Respondent)

and

Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland
(Third Respondent)

and

Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
(Fourth Respondent)

(Matter No. CB/2020/7)

BOULIA SHIRE COUNCIL CERTIFIED AGREEMENT 2019

Certificate of Approval

On 11 March 2020, the Commission certified the attached written agreement in accordance with s 193 of the *Industrial Relations Act 2016*:

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| Name of Agreement: | BOULIA SHIRE COUNCIL CERTIFIED AGREEMENT 2019 |
| Parties to the Agreement: | <ul style="list-style-type: none">• Boulia Shire Council (ABN: 20 492 088 398)• The Australian Workers' Union of Employees, Queensland• Queensland Services, Industrial Union of Employees• Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland• Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland |
| Operative Date: | 11 March 2020 |
| Nominal Expiry Date: | 30 June 2023 |
| Previous Agreement: | <i>Boulia Shire Council Certified Agreement 2003</i> |
| Termination Date of Previous Agreement: | 1 January 2006 |

By the Commission

C.M. HARTIGAN
Industrial Commissioner
11 March 2020.

BOULIA SHIRE COUNCIL

Industrial Relations Act 2016

Certified Agreement

26th August 2019

BOULIA SHIRE COUNCIL

CERTIFIED AGREEMENT 2019-2023

1. Title

This Agreement shall be known as the Boulia Shire Council Certified Agreement 2019.

2. Arrangement

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3. Definitions

Award - Any of the awards set out in Clause 4.1;

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

Outdoor Employee - An Employee employed under the Stream B or Stream C Awards not regarded as an Administration/Community Services” Employee;

Administration/Community Services - An Employee employed under the Stream A or relevant Section of the Stream B Award who is not an “outdoor Employee” and includes an Employee who is the direct supervisor of an “Outdoor” Employee;

Management Representatives - The Chief Executive Officer (CEO) and any persons nominated by the Chief Executive Officer;

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:

- the provision of the same level and quality of services at a lesser input
- the provision of a greater level of customer service at the same or lesser input
- the development of a capacity to provide increased services in those work units where growth is occurring
- 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 5.1;

Union Employee Representatives - Authorised Union Officials and Union Delegates advised by the relevant Union.

Working Hours flexibility - includes job sharing

4. Application of the agreement

This Agreement shall apply to the Council, its Employees and the Unions. This Agreement shall not apply to a Senior Officer.

4.1 Relationship To Parent Awards

The terms and conditions of the following Awards and orders shall apply, unless excluded or modified as an expressed term of this Agreement:

- a) Queensland Local Government Industry (Stream A) Award – State 2017
- b) Queensland Local Government Industry (Stream B) Award – State 2017
- c) Queensland Local Government Industry (Stream C) Award – State 2017
- d) Training Wage Award – State 2012
- e) Order - Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003
- f) Supply of Tools to Apprentices

5. Parties bound

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

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

6. No extra claims

- a) 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.
- b) 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. Dates of operation and renegotiation

7.1 Dates of Operation

- a) This Agreement shall operate in accordance with its terms from the date of certification. The parties acknowledge that all wages and conditions were agreed to be paid from 1 July 2019. The Agreement shall expire at 30 June 2023.

7.2 Renegotiation

- a) Negotiations for a new Agreement will commence six (6) months prior to the expiry date.
- b) If the renegotiation activity, in accordance with this Clause has not resulted in a new Agreement by one day after the end of the last pay period prior to the 30th June 2023 until a new Agreement is reached, Council will continue to pay the Over Award Payment contained in this Agreement plus the Tenure and relevant Safety Bonuses, in addition to the annual State Wage Case Award Rate increases awarded by the Queensland Industrial Relations Commission.

8. Enterprise bargaining team

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 Employee

Representatives as follows:-

- a) Unions;
- b) Union job Representatives;
- c) Workplace representatives – Two (2) from Works and Operations, one (1) from Community Services and one (1) from Administration; and
- d) Management.

9. Purpose and objectives of the agreement

9.1 Purpose

- a) 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.
- b) This Agreement has been negotiated to ensure the continuation of reform processes and to provide a mechanism through which further reforms may occur.

9.2 Objectives of Agreement

- a) 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:-
 - i. Provide greater flexibility in workplace practices and facilitate improved efficiency, productivity and quality of employment and provide rewards and recognition commensurate with these improvements;
 - ii. Commit to achieving continued productivity improvements and established performance indicators to ensure provision of a quality service to the community and Council's customers;
 - iii. Promote a harmonious and productive work environment through ongoing cooperation and consultation;
 - iv. Commit to maintaining a healthy and safe work environment;
 - v. Focus on competitiveness to ensure Council maintains a viable, effective and secure workforce;
 - vi. 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,
 - vii. The parties will be committed to and cooperate with the terms of this Agreement to ensure its ongoing success.

10. Consultation and workplace change

10.1 Consultative Committee

- a) The implementation of this Agreement is the responsibility of Council's Executive Management Team.
- b) 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.
- c) 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:-
 - i. Unions;
 - ii. Union Job Representatives;

iii. Workplace representatives –

- a. Two (2) from Works and Operations,
 - b. one (1) from Community Services and
 - c. one (1) from Administration; and,
 - d. Management.
- d) The Consultative Committee shall meet at least half-yearly or as required for the purposes of monitoring the implementation of the Certified Agreement; evaluating any performance indicators established under the Agreement; and to discuss any issues arising from the Agreement or the Workplace.
- e) The Consultative Committee will be encouraged to identify areas where better work practices could be implemented to improve efficiencies and reduce costs.
- f) 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.

10.2 Workplace Change Consultation

- a) Where Council is considering the introduction of changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, Council will consult as follows:
- i. As soon as practicable after a change is proposed, and prior to any decision being made, consult with each affected Employee and the relevant Union, ~~of~~ about the proposed change;
 - ii. Consult with the affected Employees and the relevant Union, about the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees;
 - iii. Give prompt and genuine consideration; and shall report back in writing on any matters raised by the Employees and/or the relevant Union in relation to the changes;
 - iv. Commence discussions as early as practicable before a definite decision has been made by Council to make the changes;
 - v. For the purposes of such discussion, provide in writing to the Employees concerned and the relevant Union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on Employees and any other matters likely to affect Employees provided that Council shall not be required to disclose confidential information - the disclosure of which would be adverse to Council's interests;
 - vi. During this period, assess whether there will be redundancies, and if so, any redeployment;
 - vii. options as a result of the workplace change; and
 - viii. Where Council is proposing to undertake restructuring which may result in a position becoming redundant, provide the affected Employees and their relevant Union, a summary of the proposed changes to the structure including any current positions which are likely to be displaced and/or deemed redundant, proposed new positions, 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.
- b) "Significant effects" include:-
- i. termination of employment,
 - ii. major changes in the composition, operation or size of Council's workforce or in the skills required;
 - iii. the elimination or diminishing of job opportunities, promotion opportunities or job tenure;
 - iv. the alteration of hours of work;
 - v. the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs, and

- vi. policies and procedures directly relating to employment terms and conditions. Provided that if the Award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

11. Redundancy and redeployment

Following the consultation process with affected Employees and their representatives outlined in clause 10.2, if Council has decided that changes and/or redundancies are still required, Council shall follow the processes as outlined for each Parent Award.

12. Dispute settlement/resolution

- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this clause.
- f) 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:
 - i. *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.
 - ii. *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.
 - iii. *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.
- g) 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.
- h) Council shall ensure that:
 - i. Employees are entitled to their choice of Union representative at all steps of the process;

- ii. Employees or such Employee's Union Representative has the opportunity to present all aspects of the grievance; and
- iii. the grievance or dispute shall be investigated in a thorough, fair and impartial manner.
- i) 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.
- j) 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.
- k) 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.

13. Working arrangements and hours of work

13.1 Hours of work

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.

13.2 All Employees Span of Hours

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

13.3 Hours of work - Outdoor Employees

- a) All arrangements will continue as currently in operation in accordance with the Queensland Local Government Industry (Stream B) Award – State 2017.

13.4 Hours of work - Administration/Community Services Employees

- a) Council agrees that all Full-Time Administration/Community Services Employees will work a 19-Day Month (4-Week period) work cycle with one Rostered Day Off with their ordinary hours based on 145 hours per month.
- b) Consultations as to the actual daily hours and Dates of the RDO within this 4-Week Period work cycle, will be held between the Council and the employees directly affected and shall be mutually agreed to by all parties; and, arranged in such a pattern to ensure continued operations of Council's services.
- c) Any Employee may opt out of the 19-Day Month (4-Week period) work cycle arrangement for agreed periods, subject to CEO approval.
- d) 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;

13.5 Casual Employees

- a) Casual Employees will continue to be engaged on a daily basis and the rate of pay will be the relevant Casual Loading of 25% with a Three-Hour Minimum Payment, based on the increased wage rates

contained in this Agreement for the relevant Award Classification.

13.6 Banked RDO's

- a) The principle behind an RDO, is for the RDO to be taken when due.
- b) Upon consultation with and approval by Management, an employee may bank an RDO.
- c) Banked RDOs must then be taken only after consultation with and after approval of management.
- d) All Banked RDOs must be taken prior (and in addition to) to the taking of annual leave or long service leave.
- e) Maximum five (5) days can be banked unless other arrangements with CEO are made.
- f) Any banked times in excess of five (5) days are to be taken in the following pay periods however if the employee is directed by council to work these RDO hours such hours shall be paid in overtime rates.

13.7 Time off in lieu of overtime (TOIL)

- a) Overtime can only be worked with the prior approval of management and shall be paid on a daily basis at the appropriate penalty rate.
- b) In order to establish a "clean" starting point for this Clause, except as may be agreed in accord with Clause 13.7f) hereof, all TOIL Balances accumulated at the day before the formal commencement of this Agreement will be paid out at Single Time.
- c) Notwithstanding Clause 13.7b) hereof, all TOIL shall be first used and/or paid-out at each Annual Close-Down.
- d) Where the Employee mutually agrees to take time off instead of overtime and Management agrees, the Employee shall be allowed time off duty equal to the number of hours worked at the overtime rate.

Such time off agreed in accordance with Clause 13.7c) hereof, shall be on a one for one basis, paid at the ordinary time rate of pay, and may be taken at any time subject to the following conditions:

- i. agreement between the Employee and their supervisor; and
 - ii. the Employee giving at least seven (7) days' notice to their supervisor, except in an emergency when less notice may be given; and
 - iii. the time off doesn't unduly impose on operational demands.
- e) Where TOIL arranged in accord with Clause 13.7d) hereof, is not eventually granted by Council, unless emergency circumstances have arisen, the Employee shall be paid the previously arranged TOIL Leave the applicable overtime rate.
- f) With management approval, up to a maximum of 76 hours of TOIL may be banked in any one Calendar year and used first in full and paid at single time, during the annual closedown.
- g) Any accrued/untaken TOIL will be used first in addition to the taking of any annual leave or Long Service Leave.
- h) Where TOIL is not granted by Council within the prescribed period, the TOIL shall be paid to the employee at the applicable overtime rate.

13.8 Job sharing

- a) Any permanent full-time position may be performed by two (2) Employees on a job- sharing basis where there is Agreement between the Employees and the Chief Executive Officer. The job share

may be for a fixed period or be on a permanent basis.

- b) Employees so employed shall be entitled to all leave as prescribed by the relevant Award on a pro rata basis.
- c) 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.
- d) The arrangement shall also be reviewed if circumstances in relation to the arrangement change.

13.9 Flexible working arrangements

- a) 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.
- b) Family friendly arrangements will be made in accordance with the relevant Award.
- c) Council will give due consideration to all requests and is committed to accommodating them where possible.
- d) 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 twelve months.

13.10 Home-based work arrangements

- a) 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.
- b) 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 Chief Executive Officer and the Employee.
- c) This Agreement shall cover matters such as insurance, equipment, access arrangements, security, Workplace Health and Safety.
- d) No Employee shall work from home without the written Agreement of the Chief Executive Officer. It is envisaged that home-based work arrangements shall generally be available for project work or where circumstances are considered by the Chief Executive Officer as being suitable and operationally convenient.

14. Remuneration and benefits

14.1 Over Award Payment

Subject to Clauses 14.3, 14.4 and 14.6, in recognition of all historical payments at Council each Employee will be paid for all ordinary time for the term of this Agreement, their relevant Award Classification Rate plus receive a Standard Over-Award Wage Rate Payment as follows: -

- a) From the First Pay Period after Certification of this Agreement backdated to 1st July 2019 - \$105 per week for all purposes of the Award and/or Certified Agreement;
- b) From the First Pay Period after 1 July 2020, \$110 per week for all purposes of the Award and/or Certified Agreement;
- c) From the First Pay Period after 1 July 2021, \$115 per week for all purposes of the Award and/or Certified Agreement;
- d) From the First Pay Period after 1 July 2022, \$120 per week for all purposes of the Award and/or Certified Agreement;

This Over-Award Payment is in addition to and takes into account that, Council is also agreeing to continue formally longstanding payments of the Retention and Attraction Allowance (known as the tenure bonus \$2500 per annum) for all Full-Time, Part-Time Employees and Casual Employees - See Clause 14.3, and, the Annual Safety Bonus paid – See Clause 14.4.

It is recognised that in the First Year of this Agreement, due historical increases and current existing “over-award wage rate payments”, Employees will receive different individual increases in the First Year only of the Agreement to bring everyone up to the Standard Over-Award Payment per week.

No Employee shall have their ordinary-time payments reduced by the effect of this Clause.

14.2 State wage case decisions

This Agreement means that Employees will also receive any Annual increases awarded by the Queensland Industrial Relations Commission as a result of the Annual State Wage Case Decision and/or for any other reason.

14.3 Attraction and retention allowance

- a) The Attraction and Retention Allowance is continued for all Full time , Part-Time (pro-rata) and casual Employees (pro-rata) and can be set at a Lump Annual Sum of \$2,500 paid to each employee in the First Pay Period after their completion of their annual anniversary date of their employment or paid as a fortnightly allowance as decided by the employee.
- b) On cessation of working for Council, pro-rata Attraction and Retention allowance (formerly the Tenure Bonus) to be processed in final pay if this has not been paid as a fortnightly amount.

14.4 Safety bonus

The 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.

14.5 Former Parity bonus

The former flat amount “Parity Bonus” which was paid voluntarily by Council to a restricted number of employees is captured in this agreement within the new Over-Award Payment

14.6 Salary sacrificing/packaging

All employees covered by this Agreement shall be entitled to salary sacrifice / package their remuneration.

Council will facilitate Salary Sacrificing/Packaging for any Employee covered by this Agreement but will not provide salary packaging advice to Employees.

The costs of any outgoings that might be incurred by Council in a salary sacrifice arrangement shall be borne by the Employee.

The Employee may sacrifice any amount of their salary subject to them providing an undertaking to Council that they have sought advice from an appropriately qualified financial advisor.

14.7 Classifications and position descriptions

a) Classifications

Council positions are to be classified in accordance with the level definitions provided for in the relevant Award.

b) Position Descriptions

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:

- i. The position purpose;
- ii. The responsibilities of the position;
- iii. The skills and knowledge required;
- iv. The experience required;
- v. The qualifications required;
- vi. training required for the position;
- vii. The organisational relationship of the position; and
- viii. The safety requirements and responsibilities for the position.

Council will review all existing Position Descriptions within six (6)-Months of the Date of Certification of this Agreement, to ensure their currency related to Council's operational needs.

14.8 Skill Reclassification

- a) Whenever a position is redesigned by Council, the position will require a review of the classification conducted in consultation with the relevant Employee.
- b) An Employee may dispute the reclassification determined by the Council. Any disputes that are initiated regarding reclassification shall be dealt with in accordance with the dispute's procedure contained in this agreement.(clause 12)
- c) An Employee may make a request to the Chief Executive Officer 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 the Council. The Employee will receive written notification that their request has been received.
- d) The reclassification procedure will not exceed a period of eight (8) weeks following the submission of a request for reclassification. In the event of this being exceeded and the application is successful, the Employee shall be back paid to the date the application is made.
- e) An Employee may request a Union or other representative to represent them throughout the reclassification process.
- f) 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.

14.9 Annual Appraisals

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) Reassess the accuracy and relevancy of their position description and classification to the current required responsibilities, duties and tasks associated with the role
- b) Identify an individual development plan and opportunities to expand the Employee's skills and experience.

15. Allowances

All allowances will be paid as per the relevant Award with the exception as altered by this clause:

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.

Council has agreed therefore to formally include such arrangement into this Certified Agreement. No other Award Locality and/or Region/ District Allowances shall apply. Payment shall be as follows: -

15.1 Locality Allowance

Boulia Shire Council Locality Allowance – All Council Employees shall equally receive a Boulia Shire Council Locality Allowance either Dependant or Non-Dependant.

This allowance will be paid in accordance with Division 2 – Section 1 – Schedule 2 of the Stream A award, except as provided below:

- **Dependent or Full Rate** shall be **\$100 per week**
- **Non-Dependent or Half Rate** shall be **\$50 per week**

A **dependent** spouse is a person of the same or opposite gender who:

- I. Is in a relationship with the Employee that was registered under a prescribed state or territory law (i.e. marriage, civil Union); or
- II. 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);
- III. A dependent child is a person whom as defined as such by Australian Government Support Agencies e.g. Centrelink.

- a) The **Dependent** or Full Rate rate applies to Employees with a dependent spouse/partner or dependent children as defined by Australian Government Support Agencies e.g. Centrelink.
- b) The **Non-Dependent** or Half Rate rate applies to Employees with no dependent spouse/partner or no dependent children under the age of 18.
- c) The **Non-Dependant 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.
- d) Employees in receipt of the Boulia Shire Council Locality Allowance shall be ineligible to be paid any other award Locality or District or Divisional Allowance however expressed.
- e) Payment to part-time and casual Employees will be pro rata to the fortnightly rate based on hours worked as a proportion of full-time hours.
- f) This allowance will be paid during any paid leave taken by an Employee; and
- g) This allowance will not be paid for any period of leave without pay taken by an Employee.
- h) **It shall be the Employee's responsibility to advise Council of any changes to their particular circumstances within two (2) months of the change.**

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.

15.2 Natural disaster / wet weather/ flood isolation:

- a) Except for clear and supported reasons of personal and/or family safety, every employee is expected to attempt to attend work during wet weather
- b) Every employee whom 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.
- c) Any Employees whom voluntarily returns home on any day during wet weather, except for clear and supported reasons of personal and/or family safety, will not be paid for the period of absence from work.
- d) Any employee whom does not attend for work on any day during wet weather, except for clear and supported reasons of personal and/or family safety, will not be ordinarily paid for the day but can access other payment from any accumulated TOIL, RDO and/or Annual Leave Balances.
- e) Employees who are 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 annual leave, long service leave, banked RDO's or TOIL per calendar year for the period of isolation.

15.3 On Call allowance

Subject to this Clause, an Employee required to be on-call, at the direction and approval of Council, shall be paid an Allowance per day whilst so required:

- i. **Monday to Friday \$20 per day; and**
- ii. **Saturday and Sunday \$40 per day.**

15.4 Call-out payment all employees – employee required to leave their home to attend a worksite

- a) An Employee called out to work shall receive a minimum payment of three (3) hours at the prevailing overtime rate.
- b) An Employee shall not be entitled to a minimum payment in respect of each call-out on the same day.
- c) Employees 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.
- d) Any Employee shall have the right to request to have any “call-out” payments to be converted to Time off in Lieu, in accordance with Clause 13.7d in this agreement.
- e) Any Employee subject to 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.

15.5 Call-out payment all employees-not required to leave home

Employee Not Required to Leave Their Home to Attend via Electronic Means to an After Hours Unplanned/Emergency Operational Requirement

- a) An Employee required to perform work remotely, will be paid overtime for the work performed on that day, from the time the Employee commences the emergency work until the Employee completes the work provided that: -
 - i. An Employee required to perform work remotely on one (1) or more occasions in any one (1) day, the payment received for that day shall not be less than one (1) hour's salary at penalty rates; and 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.
 - ii. Any Employee subject to this clause, who cannot be reasonably be 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.

15.6 Camp allowance and accommodation

Camp allowance will be **paid at \$55** for each night subject to the following:

Where for the performance of work, it is necessary, for an Employee to live in a camp provided by the employer;

- a) because there are no reasonable transport facilities to enable the Employee to travel to and from home each day and at weekends, or
- b) because the Employee is directed to live in the camp, the Employee shall be paid a camping allowance for each **Night** in Camp.
- c) This Camp Allowance will be adjusted annually from 1 September by the Annual Percentage increase ending June for the Brisbane Consumer Price Index increase.

15.7 Airport Responsibility Allowance

A full-time or part-time Council Employee providing security or reporting officer services at Boulia Airport for the Regular Passenger Transport turnaround, shall receive an additional payment of \$10 per hour whilst performing those duties, irrespective of the day of the week on which the work is performed,

in addition to any other wage payments received.

16. General conditions applicable to all employees

16.1 Higher Duties

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 a level commensurate with their skills.

If an Employee is requested to work more than four hours in a day at a higher level, then they will be paid higher duties for the whole day at a level commensurate with their skills.

16.2 Employee Development and Training

- a) 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.
- b) 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.

16.3 Employment Security/Use of Contractors

The parties recognize 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.

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

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.

Contractors and/or their Employees will not be appointed to any position as permanent Employees unless normal recruitment and selection processes have been followed.

- a) 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

16.4 Council Uniforms

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

16.5 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

17. Leave

17.1 Bereavement Leave

- a) Upon the death of an immediate family member (as defined by the Award), 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 sick leave entitlements or annual leave.

- b) 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.
- c) The taking of bereavement leave shall be subject to the production of satisfactory evidence of death to the Chief Executive Officer.

17.2 Annual Leave and Travelling Time for Long Annual Leave Purposes

- a) All Employees (other than casual Employees) are entitled to accrue five (5) weeks annual leave per annum with 17.5% loading.
- b) Annual leave time taken may be extended by increasing the number of weeks taken but still equating to the same monetary amount. I.e.; four (4) weeks leave can be extended to eight weeks, but the same four (4) weeks' pay will be paid. Approval of extended time requires CEO approval
- c) Full-Time Employees will also be entitled to an Annual entitlement of two (2)-Days ordinary time Travel-Time for Long Annual Leave with no loading. Part-time Employees shall be entitled to such Travelling-time on a Pro-Rata Basis. Long Annual Leave is defined as any Leave in excess of four weeks.
- d) Employees may accumulate a maximum balance of ten (10) weeks annual leave. Any accrual beyond ten (10) weeks requires the approval of the Chief Executive Officer after consultation with the Employee.
- e) Any Employee with an Annual Leave accumulated entitlement balance beyond ten (10) weeks at the Date of Certification of this Agreement shall be paid out that balance in full to reduce their accumulated entitlement balance to ten (10) weeks.

17.3 Long Service Leave

Long serve leave provisions of 13 weeks leave entitlement after ten (10) years of employment will apply. Pro-rata long service leave will be available upon termination of employment after seven (7) years of service. Long service leave is to be taken in minimum periods of two (2) weeks.

17.4 Personal Leave (Sick Leave)

All Employees (other than casual Employees) are entitled to accrue 15 days sick leave per annum. There shall be no limit on the maximum amount of sick leave that an Employee may accrue.

17.5 Payout of sick leave on Termination of Employment From Council

- a) All Employees with untaken Sick Leave balances on termination or resignation, shall be paid as follows: -

| Years of Service | % | Years of Service | % |
|-------------------------|----------|-------------------------|----------|
| 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 |

17.6 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 accord with the Queensland Employment Standards.

17.7 Emergency Services Leave

- a) 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.
- b) 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, *note*: there will be no loss of pay.
- c) The Chief Executive Officer may approve leave (without loss of pay) for approved emergency services training provided the leave does not affect the operations of Council.

17.8 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.

17.9 Domestic Violence Leave

Council will continue to support vulnerable Employees by the introduction of the Domestic and Family Violence Leave Policy available to all employees.

18. Working in heat

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.

- a) Appropriate PPE will be issued to all Employees on commencement and replaced as needed.
- b) 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.
- c) Where a risk assessment is completed and works are suspended due to the heat, no Employee will experience loss of pay.

19. Smoke breaks during any working time

- a) Employees whom take "smoke breaks" at any other time during their working day apart from Official Rest Pause/s and Lunch Breaks, will have to work extra time per day without pay to

makeup such time taken to have a Smoke Break.

- b) Council will agree to make available information to assist employees where possible to QUIT smoking.

20. Annual close-down

- a) Council operations shall be closed during the Christmas and New Year period. Council will advise Employees of the dates for the annual closedown with six (6) weeks' notice.
- b) Employees will be required to take banked RDO's and/or banked TOIL before any annual leave over this period.
- c) Administration and Community Services staff refer to clause 13.4 d) for Christmas closures in relation to working a 19 day month.
- d) 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.

21. Employment relations

21.1 Union Encouragement

- a) 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

21.2 Documentation to be Provided by Council

- a) 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.
- b) Council shall identify the existence of the union encouragement clause in this agreement.

21.3 Union Delegates

- a) Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and job representatives is encouraged.
- b) 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.
- c) Council will not hinder accredited Union delegates or job representatives in the reasonable and responsible performance of their duties provided that the operations of Council will not be unduly disrupted.

21.4 Deduction of Union Fees

- a) 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.

21.5 Trade Union Training Leave

- a) Paid leave of absence of up to five (5) days per calendar year may be granted to Employees who are recognized 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.

Schedule A –

Queensland Local Government (Stream A) Award – State 2017

Classification Pay Rates as at 1st July 2019 including over Award payment of \$177.11 per week

| | Award rate per week | Award rate plus over award payment (\$105 pw) | Plus Attraction and Retention allowance \$2500 pa (\$48- 08pw) | Plus Safety Bonus-min \$1250 pa (\$24-03pw) | Total Payment (Award plus over award payments) | Above Award payment per week |
|------------------------|------------------------|---|--|---|---|---------------------------------------|
| Level 1, year 1 | \$784.50 | \$889.50 | \$48.08 | \$24.03 | \$961.61 | \$177.11 |
| Level 1, year 2 | \$808.00 | \$913.00 | \$48.08 | \$24.03 | \$985.11 | \$177.11 |
| Level 1, year 3 | \$831.00 | \$936.00 | \$48.08 | \$24.03 | \$1,008.11 | \$177.11 |
| Level 1, year 4 | \$831.00 | \$936.00 | \$48.08 | \$24.03 | \$1,008.11 | \$177.11 |
| Level 1, year 5 | \$851.50 | \$956.50 | \$48.08 | \$24.03 | \$1,028.61 | \$177.11 |
| Level 1, year 6 | \$864.00 | \$969.00 | \$48.08 | \$24.03 | \$1,041.11 | \$177.11 |
| Level 2, year 1 | \$887.50 | \$992.50 | \$48.08 | \$24.03 | \$1,064.61 | \$177.11 |
| Level 2, year 2 | \$913.00 | \$1,018.00 | \$48.08 | \$24.03 | \$1,090.11 | \$177.11 |
| Level 2, year 3 | \$937.00 | \$1,042.00 | \$48.08 | \$24.03 | \$1,114.11 | \$177.11 |
| Level 2, year 4 | \$937.00 | \$1,042.00 | \$48.08 | \$24.03 | \$1,114.11 | \$177.11 |
| Level 3, year 1 | \$963.00 | \$1,068.00 | \$48.08 | \$24.03 | \$1,140.11 | \$177.11 |
| Level 3, year 2 | \$963.00 | \$1,068.00 | \$48.08 | \$24.03 | \$1,140.11 | \$177.11 |
| Level 3, year 3 | \$989.00 | \$1,094.00 | \$48.08 | \$24.03 | \$1,166.11 | \$177.11 |
| Level 3, year 4 | \$996.50 | \$1,101.50 | \$48.08 | \$24.03 | \$1,173.61 | \$177.11 |
| Level 4, year 1 | \$1,016.50 | \$1,121.50 | \$48.08 | \$24.03 | \$1,193.61 | \$177.11 |
| Level 4, year 2 | \$1,042.00 | \$1,147.00 | \$48.08 | \$24.03 | \$1,219.11 | \$177.11 |
| Level 4, year 3 | \$1,068.00 | \$1,173.00 | \$48.08 | \$24.03 | \$1,245.11 | \$177.11 |
| Level 4, year 4 | \$1,068.00 | \$1,173.00 | \$48.08 | \$24.03 | \$1,245.11 | \$177.11 |
| Level 5, year 1 | \$1,095.00 | \$1,200.00 | \$48.08 | \$24.03 | \$1,272.11 | \$177.11 |
| Level 5, year 2 | \$1,121.50 | \$1,226.50 | \$48.08 | \$24.03 | \$1,298.61 | \$177.11 |
| Level 5, year 3 | \$1,121.50 | \$1,226.50 | \$48.08 | \$24.03 | \$1,298.61 | \$177.11 |
| Level 6, year 1 | \$1,168.50 | \$1,273.50 | \$48.08 | \$24.03 | \$1,345.61 | \$177.11 |
| Level 6, year 2 | \$1,213.50 | \$1,318.50 | \$48.08 | \$24.03 | \$1,390.61 | \$177.11 |
| Level 6, year 3 | \$1,269.00 | \$1,374.00 | \$48.08 | \$24.03 | \$1,446.11 | \$177.11 |
| Level 7, year 1 | \$1,269.00 | \$1,374.00 | \$48.08 | \$24.03 | \$1,446.11 | \$177.11 |
| Level 7, year 2 | \$1,308.00 | \$1,413.00 | \$48.08 | \$24.03 | \$1,485.11 | \$177.11 |
| Level 7, year 3 | \$1,308.00 | \$1,413.00 | \$48.08 | \$24.03 | \$1,485.11 | \$177.11 |
| Level 8, year1 | \$1,345.50 | \$1,450.50 | \$48.08 | \$24.03 | \$1,522.61 | \$177.11 |

Queensland Local Government (Stream B) Award -2017

Classification Pay Rates as at 1st July 2019 including over Award payment of \$177.11 per week

| Classification | Award rate per week | Award rate plus over award payment (\$105 pw) | Plus Attraction and Retention allowance \$2500 pa (\$48-08pw) | Plus Safety Bonus-min \$1250 pa (\$24-03pw) | Total Payment (Award plus over award payments) | Above Award payment per week |
|------------------|---------------------|---|---|---|--|------------------------------|
| Level 1, > 6mths | \$808.00 | \$913.00 | 48.08 | 24.03 | \$985.11 | \$177.11 |
| Level 2 | \$831.00 | \$936.00 | 48.08 | 24.03 | \$1,008.11 | \$177.11 |
| Level 3 | \$831.00 | \$936.00 | 48.08 | 24.03 | \$1,008.11 | \$177.11 |
| Level 4 | \$851.50 | \$956.50 | 48.08 | 24.03 | \$1,028.61 | \$177.11 |
| Level 5 | \$864.00 | \$969.00 | 48.08 | 24.03 | \$1,041.11 | \$177.11 |
| Level 6 | \$887.50 | \$992.50 | 48.08 | 24.03 | \$1,064.61 | \$177.11 |
| Level 7 | \$913.00 | \$1,018.00 | 48.08 | 24.03 | \$1,090.11 | \$177.11 |
| Level 8 | \$937.00 | \$1,042.00 | 48.08 | 24.03 | \$1,114.11 | \$177.11 |
| Level 9 | \$963.00 | \$1,068.00 | 48.08 | 24.03 | \$1,140.11 | \$177.11 |

Signed for and on behalf of***Boulia Shire Council ABN 20 492 088 398***.....
Signature... Lynn Moore.....
Printed Name

In the presence of -

.....
Signature...Nicole Tonkies.....
Printed Name

Date:25....../.....11....../2019

Signed for and on behalf of***The Australian Workers' Union of Employees, Queensland***.....
Signature...Stephen Baker.....
Printed Name

In the presence of -

.....
Signature...Breanna Beattie.....
Printed Name

Date: ...02...../...12...../2019

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

.....
Signature

.....Rohan Webb.....
Printed Name

In the presence of -

.....
Signature

.....Elizabeth Barlow.....
Printed Name

Date: ...05...../...12...../2019

Signed for and on behalf of***Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland***

.....
Signature

.....Jade Ingham.....
Printed Name

In the presence of -

.....
Signature

.....Elizabeth Frankow.....
Printed Name

Date:03..../...12...../2019

Signed for and on behalf of***Queensland Services, Industrial Union of Employees***

.....
Signature

...Neil Henderson.....
Printed Name

In the presence of -

.....
Signature

...Michelle Robertson.....
Printed Name

Date: ...06...../...12...../2019