

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016 (Qld) – s 193 – certification of an agreement

Bulloo Shire Council

AND

**Construction, Forestry, Mining and Energy, Industrial Union of Employees (CFMEU) Queensland
& Northern Territory Branch**

The Australian Workers' Union of Employees, Queensland

(Matter No. CB/2022/22)

BULLOO SHIRE COUNCIL OPERATIONAL EMPLOYEES CERTIFIED AGREEMENT 2021

Certificate of Approval

On 14 March 2022, the Commission certified the **attached** written agreement in accordance with section 193 of the *Industrial Relations Act 2016 (Qld)*:

Name of Agreement: **BULLOO SHIRE COUNCIL OPERATIONAL EMPLOYEES
CERTIFIED AGREEMENT 2021**

Parties to the Agreement:

- Bulloo Shire Council;
- The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland; and
- The Australian Workers' Union of Employees, Queensland.

Operative Date: 14 March 2022

Nominal Expiry Date: 14 March 2025

Previous Agreement: *Bulloo Shire Council Operational Employees Certified Agreement 2018*

**Termination Date of
Previous Agreement:** 14 March 2022

By the Commission

M. L. KNIGHT
Industrial Commissioner
14 March 2022

**Bulloo Shire Council Operational Employees
Certified Agreement 2021**

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Part 1 – GENERAL PROVISIONS**1. Title**

- 1.1. This Enterprise Agreement shall be known as the Bulloo Shire Council Operational Employees Certified Agreement 2021.

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:
 - (i) Communication
 - (ii) Fun
 - (iii) Potential
 - (iv) Courage
 - (v) Safety
 - (vi) 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 for Three (3) years after certification.

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

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:
- (a) *Queensland Local Government Industry (Stream B) Award – State 2017 (Stream B Award);*
 - (b) *Queensland Local Government Industry (Stream C) Award – State 2017 (Stream C Award); and*
 - (c) *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 this 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) Prior 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, 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 prior to 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 and to applying the applicable requirements under the relevant redundancy provisions in the *Industrial Relations Act 2016*.

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/Agreement matters
- (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by the parent Awards and this Agreement by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
 - (b) Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
 - (c) In the event of any disagreement between the parties as to the interpretation or implementation of the parent Awards and this Agreement, the following procedures shall apply:
 - (i) the matter is to be discussed by the Employee's Union representative and/or the Employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 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/Agreement matters

- (a) The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- (b) The following procedure applies to all industrial matters within the meaning of the 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:
 - (a) Customer service standards are maintained;
 - (b) Must be cost neutral;
 - (c) Must be practicable and workable; and
 - (d) 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 cycle described in clause 16.1 above all Employees, other than casuals, are entitled for one Rostered Day Off (RDO) after each 9 days worked.
- 16.3. Managers and supervisors, in consultation with each other and with staff, will prepare a monthly roster 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 require the Employee to work on the RDO by giving the Employee two (2) days' notice.
- 16.7. If an Employee is required 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. Time Off In Lieu

- 17.1. With the prior approval of the relevant manager/director, and where business operations permit, Employees may request, or be required to work overtime.
- 17.2. Subject to clause 17.1, Employees who work overtime may elect to have that time acquitted as Time Off In Lieu of the payment for overtime (TOIL). Employees shall accrue and take TOIL on a time for time basis and where business operations permit.
- 17.3. Employees may bank up to an equivalent of five (5) days of TOIL in a calendar year. An Employee who does not utilise any banked TOIL in the 12 months period will have their banked TOIL paid out at ordinary rate (single rate).
- 17.4. Except for at Christmas closure or Easter, TOIL cannot be utilised together with an RDO accrued in accordance with Clause 16 unless by making an application in writing to be approved by the relevant manager/director.
- 17.5. Council may direct Employees to utilise banked TOIL upon giving 14 days' written notice.

18. Transition to Retirement

- 18.1. Transition to retirement arrangements may be available to an Employee considering full time retirement from the workforce and who may consider a transition period to retirement.
- 18.2. For the mutual benefit of the Employee and Council, an Employee who chooses to transition to retirement under this clause, shall effectively participate in a program to facilitate the transfer of corporate knowledge, skills and provide guidance and mentoring to other Employees prior to retirement.
- 18.3. Following consultation with the Employee, Council may agree on individual flexible work arrangements that suit the Employee's circumstances and Council's operational business requirements.
- 18.4. Any arrangements reached under this clause may be varied, in writing, by mutual agreement.
- 18.5. Employees are encouraged to seek their own financial advice prior to negotiating and participating in a transition to retirement arrangement.

19. Work Arrangements at Camps

- 19.1. Where a job site is located more than 120kms but less than 200kms from the works depot in Thargomindah, and where weather permits, a camp will be established to maximise productivity.
- 19.2. 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.
- 19.3. Employees shall be given at least two (2) weeks' notice, prior to any change in the work

roster.

Work Cycles

- 19.4. 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.
- 19.5. 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).
- 19.6. 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”

- 19.7. 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 – PAID LEAVE

20. Annual Leave

- 20.1. All Employees, other than casuals, shall accrue annual leave at the rate of five (5) weeks per annum.
- 20.2. Leave shall be taken at a time mutually convenient to the CEO and the Employee concerned.
- 20.3. Employees may accumulate a maximum of ten (10) weeks annual leave in their balance.
- 20.4. 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 12 months by taking annual leave at a time or times that are mutually agreeable between the CEO and the Employee.

21. Personal/Carers Leave

- 21.1. Personal/Carers leave shall accrue at the rate of one (1) day per month in the first year of service and 15days per year in the second and subsequent years of service.
- 21.2. 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.
- 21.3. 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.
- 21.4. The requirement for medical evidence under clause 21.3 shall cease after six (6) months, unless the sick leave remains to be excessive and/or continues to form a pattern.

22. Paid Parental Leave

- 22.1. In addition to the parental leave entitlements provided under the QES and the relevant Award/s, an Employee, other than a casual, is entitled to take paid parental leave provided that:

- (a) The Employee has completed at least 24 months of continuous service with Council as at the date of the birth or placement (i.e. adoption or surrogacy) of the child; and
- (b) The paid parental leave is taken immediately before or after the birth or placement of the child (i.e. adoption or surrogacy); and
- (c) The Employee is the primary caregiver of the child.

22.2. An Employee who accesses the paid parental leave in accordance with clause 22.1, shall be entitled to:

- (a) Ten (10) weeks paid parental leave, calculated at the Employee's ordinary rate of pay; or
- (b) Twenty (20) weeks paid parental leave at half pay.

22.3. Part-time Employees are eligible for paid parental leave on a pro-rata basis of the average weekly hours for the preceding 24 months.

23. Bereavement Leave

23.1. 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 travelled one way	Leave Entitlement
Up to 250kms	2 Days
250kms – 500kms	3 Days
Over 500kms	4 Days

23.2. 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.

24. Long Service Leave

24.1. Employees who complete ten (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.

24.2. Council acknowledges the valuable contribution of long term Employees. An Employee who has more than seven (7) but less than ten (10) years continuous service is entitled to a proportionate payment of the long service upon termination of employment.

24.3. The payment stipulated in clause 24.2 does not apply where the termination of employment was for reasons relating to the Employee's conduct, capacity or performance.

25. Christmas /New Year Period

25.1. Except where skeleton crew are required to continue to work over the Christmas/New Year period, Employees shall be directed to be on leave for a total of three (3) weeks (including Public Holidays).

25.2. During a period of leave under clause 25.1, Employees may access Annual Leave, RDOs, TOIL or Leave Without Pay with the approval of the relevant Manager/Director.

25.3. Council shall provide Employees notification of the closure period, at least 90 days prior to the closure commencing.

26. Domestic and Family Violence

- 26.1. Employees, other than 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.
- 26.2. Long term casual Employees may access up to ten (10) unpaid days per year and short term casual Employees may access up to two (2) unpaid days per year.
- 26.3. Domestic and family violence leave given under clause 26.1 of this Agreement is non-cumulative and is non-transferable and may be taken in units of one (1) hour.
- 26.4. 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.
- 26.5. An Employee seeking to access family and domestic violence leave and clause 26 of this Agreement, should notify their supervisor, the COE or the Corporate Services Manager 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.
- 26.6. For the purpose of clause 26, 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.
- 26.7. 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.
- 26.8. 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.
- 26.9. Council will develop and implement workplace safety planning strategies to ensure the protection of all Employees.

PART 5 – WAGE INCREASES & ALLOWANCES

27. Wage Increases

- 27.1. Bulloo Shire Council agrees to pay Employees covered by this Agreement, wage increases in accordance with the following schedule:
 - (a) 2.5% on the 1st pay period following certification of this Agreement;
 - (b) 2.25% on the 1st pay period following the 1st anniversary of certification; and
 - (c) 2% on the 1st pay period following the 2nd anniversary of certification.

28. Schedule of Wages

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

29. Sign-on Bonus

- 29.1. Bulloo Shire Council agrees to pay Employees covered by this Agreement, a one off sign-on

bonus of \$500.00.

- 29.2. The sign-on bonus is paid to Employees in compensation for not receiving a wage increase following the expiry of the *Bulloo Shire Council Operational Employees Certified Agreement 2018*, and is conditional upon a “yes” vote being established on this Agreement before Christmas 2021. Council undertakes to pay the sing-on bonus as soon as possible following the “yes” vote result.

30. Camp Allowance

- 30.1. Camp allowance of \$25.00 per night shall be paid to each Employee who is instructed and accepts to work and stay the night at a camp.
- 30.2. Subject to clause 30.3, Council will provide groceries free of charge to all council Employees in all camps.
- 30.3. Where more than eight (8) staff are staying in Council camp accommodation, Council shall provide cooked meals to all staff for the duration of the camp.
- 30.4. All other relevant provisions of the Award will apply.

31. Locality Allowance

- 31.1. 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
- 31.2. By receiving the Locality Allowance under clause 31.1 above, Employees covered by this Agreement, will not be entitled to be paid the Divisions and District Allowance provided under StreamB and Stream C Awards.

32. Meal Allowance

- 32.1. 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.

33. Toilet Cleaning Allowance

- 33.1. Employees required to clean toilets, other than merely by hosing them, shall be paid an allowance at the rate of \$10.00 per day.
- 33.2. 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.

34. On Call / Availability Allowance

- 34.1. 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	\$25.00 per day
Saturday	\$37.50 per day
Sunday and Public Holidays	\$50.00 per day

- 34.2. 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.

- 34.3. Employees directed to remain on call must be able to be contacted and to report fit for duty within 30 minutes.

35. Recall

- 35.1. 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.
- 35.2. 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.

36. Higher Duties Allowance

- 36.1. An Employee primarily engaged, for more than four (4) hours on any day, to perform duties at a higher level than their usual classification/wage level, shall be paid at the applicable higherrate for the work so performed.
- 36.2. Employees undertaking higher duties shall receive a minimum payment of four (4) hours for each engagement.

37. Leading Hand Allowance

- 37.1. An allowance of \$12.00 per day will be paid to an Employee who has been appointed, as a leading hand.
- 37.2. 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.
- 37.3. 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.

38. Traffic Controller Allowance

- 38.1. Subject to clause 38.2, 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.
- 38.2. 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.

39. Final Trim Allowance

- 39.1. 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**40. Timesheets**

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

41. Travel Time

- 41.1. Council will provide vehicles for the purposes of transporting Employees to and from jobs and/or camp sites.
- 41.2. 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/s.

- 41.3. Where an Employee is required to provide their own vehicle, payment shall be as per the relevant Award/s.

42. Minimum Engagement of Casual Employees

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

43. Salary Sacrifice

- 43.1. 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.
- 43.2. 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.
- 43.3. Council encourages Employees to seek independent financial advice prior to entering into any salary sacrifice arrangements.
- 43.4. 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.
- 43.5. Any additional tax payable will be deducted from the Employee's remuneration.

44. Abandonment of Employment

- 44.1. 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.
- 44.2. 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.

45. Overpayments

- 45.1. Council shall be entitled to recover any amount/s of overpayment from an Employee by way of deduction from any subsequent payment/s due to the Employee provided that the Employee is given written notification of Council's intention to make deduction/s, the amount/s to be deducted and an explanation of the reason/s for the overpayment.
- 45.2. Overpayments recovered pursuant to clause 45.1 of this Agreement may be divided into instalments. Council shall enable the Employee who has been overpaid to access a payment plan that takes into consideration the sum of the overpayment, the personal circumstances of the Employee and any potential financial hardship resulting from the deduction/s. In any manner, any one instalment shall not exceed an amount equivalent to 5% of an Employee's weekly salary.

PART 7 – WORKPLACE HEALTH & SAFETY

46. Safety Representative Allowance

- 46.1. Employees elected to the position of Safety Representative shall be paid an allowance of

\$50.00 per week.

- 46.2. 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*.
- 46.3. 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.

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

- 47.1. If a medical condition prevents an Employee from wearing issued protective equipment, Council must be provided with a medical certificate.
- 47.2. 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.
- 47.3. 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 12 month's employment.

PART 8 – WORKPLACE RELATIONS

48. Union Delegates

- 48.1. Union delegates have a role to play within a workplace. The existence of accredited Union delegates is encouraged.
- 48.2. Council shall not unnecessarily hinder accredited Union delegates in the reasonable and responsible performance of their duties.

49. Joint Consultative Committee

- 49.1. The parties agree to establish a Joint Consultative Committee (JCC) which will be responsible for the role of coordinating workplace reform and ensuring effective communication between Management, Unions and Employees.
- 49.2. It is agreed that the JCC will be the committee through which genuine consultation and discussion regarding workplace reform or changes will occur between Council, Employees, and Unions. The JCC will meet at least once every six (6) months.
- 49.3. The membership of the JCC will consist of three (3) Management representatives, one (1) Union representative from each Union that is party to this Agreement and one (1) Employee Union Delegate from each Union party to this Agreement.

Appendix A – Schedule of Wages

	Level	Weekly Base Rate of Pay as at 30 June 2021	Weekly Base Rate of Pay as at 1 st pay period after certification	Weekly Base Rate of Pay as at 1 st pay period after 1 st anniversary of certification	Weekly Base Rate of Pay as at 1 st pay period after 2 nd anniversary of certification
Stream B	Level 1	\$978.60	\$1,003.07	\$1,025.63	\$1,046.15
	After 6 Months	\$989.77	\$1,014.51	\$1,037.34	\$1,058.09
	Level 2	\$1,000.93	\$1,025.95	\$1,049.04	\$1,070.02
	Level 3	\$1,012.09	\$1,037.39	\$1,060.73	\$1,081.95
	Level 4	\$1,023.36	\$1,048.94	\$1,072.55	\$1,094.00
	Level 5	\$1,036.67	\$1,062.59	\$1,086.49	\$1,108.22
	Level 6	\$1,059.11	\$1,085.59	\$1,110.01	\$1,132.21
	Level 7	\$1,081.43	\$1,108.47	\$1,133.41	\$1,156.07
	Level 8	\$1,101.72	\$1,129.26	\$1,154.67	\$1,177.76
	Level 9	\$1,124.05	\$1,152.15	\$1,178.07	\$1,201.64
Stream C	C14	\$935.99	\$959.39	\$980.98	\$1,000.60
	C13	\$953.91	\$977.76	\$999.76	\$1,019.75
	C12	\$978.07	\$1,002.52	\$1,025.08	\$1,045.58
	C11	\$1,000.50	\$1,025.51	\$1,048.59	\$1,069.56
	C10	\$1,036.67	\$1,062.59	\$1,086.49	\$1,108.22
	C9	\$1,059.11	\$1,085.59	\$1,110.01	\$1,132.21
	C8	\$1,081.43	\$1,108.47	\$1,133.41	\$1,156.07
	C7	\$1,101.72	\$1,129.26	\$1,154.67	\$1,177.76
	C6	\$1,146.48	\$1,175.14	\$1,201.58	\$1,225.61
	C5	\$1,168.27	\$1,197.48	\$1,224.42	\$1,248.91
	C4	\$1,191.24	\$1,221.02	\$1,248.49	\$1,273.46
	C3	\$1,236.00	\$1,266.90	\$1,295.41	\$1,321.31
	C2A	\$1,258.43	\$1,289.89	\$1,318.91	\$1,345.29
	C2B	\$1,298.90	\$1,331.37	\$1,361.33	\$1,388.55

SIGNATORIES

Bulloo Shire Council

Signed for and on behalf of Bulloo Shire Council:

Chief Executive Officer

Title

Amer Tawfik

Signature

Print Name Amer Tawfik

In the presence of:

Chloe Tuite

Signature

Chloe Tuite

(Print Name of Witness)

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

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

Assistant State Secretary

Title

Kane Lowth

Signature

Kane Lowth

Print Name

In the presence of:

Emma Eaves

Signature

Emma Eaves

(Print Name of Witness

The Australian Workers' Union of Employees, Queensland

Signed for and on behalf of The Australian Workers' Union of Employees, Queensland:

13/333 Adelaide Street, BRISBANE QLD 4000

Queensland Secretary _____

Title

Stephen Baker

Signature

Stephen Baker

Print Name

In the presence of:

Breanna Beattie

Signature

Breanna Beattie

(Print Name of Witness)

22/02/2022