

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Bulloo Shire Council

V

Queensland Services, Industrial Union of Employees

The Australian Workers' Union of Employees, Queensland

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

(Matter No. CB/2025/20)

BULLOO SHIRE COUNCIL EMPLOYEES CERTIFIED AGREEMENT 2025

Certificate of Approval

On 30 May 2025, the Commission certified the attached written agreement in accordance with section 193 of the Industrial Relations Act 2016:

Name of Agreement:	BULLOO SHIRE COUNCIL EMPLOYEES CERTIFIED AGREEMENT 2025
Parties to the Agreement:	<ul style="list-style-type: none">• Bulloo Shire Council• Queensland Services, Industrial Union of Employees• The Australian Workers' Union of Employees, Queensland• Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland
Operative Date:	30 May 2025
Nominal Expiry Date:	14 March 2029
Previous Agreement(s):	<i>Bulloo Shire Council Operational Employees Certified Agreement 2021</i> <i>Bulloo Shire Council Officers Certified Agreement 2021</i>
Termination Date of Previous Agreement:	30 May 2025

By the Commission

J.C. DWYER
Industrial Commissioner
2 June 2025

**Bulloo Shire Council Employees
Certified Agreement 2025**

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Part 1 – GENERAL PROVISIONS

1. Title

- 1.1. This Enterprise Agreement shall be known as the Bulloo Shire Council Employees Certified Agreement 2025.

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 nominally expire on 14 March 2029.

4. Parties Bound

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

TSU	Queensland Services, Industrial Union of Employees
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 A) Award – State 2017* (the Stream A Award), *Queensland Local Government Industry (Stream B) Award – State 2017* (the Stream B Award) and the *Queensland Local Government Industry (Stream C) Award – State 2017* (the Stream C Award) and the Unions mentioned in clause 4.
- 5.2. This Agreement and the Stream A Award shall not apply to the employment terms and conditions of Senior Officers, where excluded from coverage in accordance with Division 2 – Section 1, clause 4.2 of the Stream A Award.

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 A) Award – State 2017 (the Stream A Award)*;
 - (b) *Queensland Local Government Industry (Stream B) Award – State 2017 (the Stream B Award)*;
 - (c) *Queensland Local Government Industry (Stream C) Award – State 2017 (the Stream C Award)*; and
 - (d) *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, as applicable and in accordance with the Order - Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003, 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. Equal Employment Opportunity

The Employer recognises the importance of maintaining diversity in the workplace, equal remuneration for work of equal value and ensuring that existing practices, encourage equality of employment and development opportunities, continue, and are promoted.

This will include:

- (a) Reviewing position descriptions, prior to advertisement, to ensure non-bias/gender neutral language;
- (b) Inclusion of statements during recruitment that the Employer is an equal opportunity employer;
- (c) Ensuring selection of applicants for vacant positions is conducted in accordance with the law;
- (d) Giving appropriate and meaningful consideration of workplace flexibility requests;
- (e) Ensuring approval of development opportunities is managed in a fair and equitable manner, irrespective of gender or any other identified attribute under the Anti-Discrimination Act 1991.

The Employer is committed to equal remuneration for work of equal / comparable value.

12. Recruitment and Selection Procedure

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

13. Use of Contractors

- 13.1. 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.
- 13.2. Council may use Contractors where the work volume is beyond the capacity of Council resources or existing staff.
- 13.3. Contractors will also be used where the type of work of specialisation required is beyond the capacity of Council resources or existing staff.

14. Dispute Resolution

14.1. This clause applies to a dispute regarding:

- (a) a matter arising under this Agreement and/or an Award; or
- (b) the Queensland Employment Standards; or
- (c) any Industrial Matter, as defined under the *Industrial Relations Act 2016*.

14.2. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause, if the representative is a Union entitled to represent the employee's industrial interests.

14.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee and relevant supervisors or management, or both.

14.4. The following procedure will apply for the resolution of any dispute which arises in relation to matters contained within this Agreement:

14.5. Stage 1 – Refer to immediate Supervisor

Where an employee has a grievance/dispute they will first raise and discuss the matter with their immediate Supervisor outlining (in writing or otherwise) the substance of the grievance/dispute and the remedy being sought.

A meeting between the employee and the Supervisor shall be held as soon as practicable, to discuss the matter. The meeting should be held within 48 hours of notification and the process should not extend beyond 7 days.

14.6. Stage 2 – Refer to next level of management

Where the grievance/dispute has not been resolved at Stage 1 or the matter is inappropriate to be raised with the immediate Supervisor, the Supervisor or employee may refer the matter to the next level of management or department head. Further discussions involving all parties shall be held again within 48 hours, if practicable, and the process should not extend beyond 7 days

The assistance of Human Resources may be sought at this stage.

14.7. Stage 3 – Refer to Chief Executive Officer (or delegate)

Where the procedure in Stage 2 has not resulted in an agreed resolution of the grievance/dispute the matter will be referred to the Chief Executive Officer (CEO) or delegate within 48 hours. At least 14 days should be allowed for all stages of the discussions to be completed.

14.8. Stage 4 – Refer to QIRC

If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Queensland Industrial Relations Commission (Commission).

14.9. 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.

14.10. Where the grievance involves allegations of sexual harassment an Employee should commence the procedure at Stage 3.

PART 3 - HOURS OF WORK

15. Span and Spread of Hours

- 15.1. Ordinary hours of work for Employees, shall be worked continuously except for meal breaks and rest pauses between the hours of 5:00am and 7:00pm. Employees located at the Administration Office shall work their ordinary hours within the span of 6.00am and 6.00pm, in accordance with the Stream A Award.

16. Hours of Work for Supervisors of Stream B and Stream C Employees

- 16.1. Supervisor positions, employed under the Stream A Award, that are required to work the same hours as employees under the Stream B and Stream C Award who are under their immediate supervision, will work an average of 76 hours per fortnight, over a nine (9) day fortnight, in accordance with clause 18.1(a). The additional 3.5 hours per fortnight will be paid at the ordinary hourly rate, calculated by dividing the existing fortnightly wage by 72.5 hours per fortnight, which will be included into the base wage.

17. Flexible Working Arrangements

- 17.1. 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.
- (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.
- 17.2. 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.
- 17.3. 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.

18. Hours of Work – Rostered Days Off

- 18.1. All full-time Employees shall work ordinary hours over a 9 day fortnight (work cycle), as follows:
- (a) for Stream B and Stream C employees, 76 ordinary hours per fortnight; and
 - (b) for Stream A employees, 72.5 ordinary hours per fortnight.
- 18.2. By working the work cycle described in clause 18.1 above all full-time Employees are entitled for one Rostered Day Off (RDO) after each 9 days worked.
- 18.3. Managers and supervisors, in consultation with each other and with staff, will prepare a monthly roster that ensures business services are not interrupted.
- 18.4. Unless otherwise agreed with the manager, Employees may bank a maximum of five (5) RDOs per year.
- 18.5. 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.
- 18.6. 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.

- 18.7. If an Employee is required to work on an RDO in accordance with clause 18.6, such RDO shall be re-allocated to a mutually agreeable day between the Employee and their manager without attracting penalty rates.
- 18.8. If a mutually agreeable day cannot be reasonably found, the Employee shall be paid the appropriate penalty rates in accordance with the relevant Award.
- 18.9. 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.

19. Time Off In Lieu

- 19.1. With the prior approval of the relevant manager/director, and where business operations permit, Employees may request, or be required to work overtime.
- 19.2. Subject to clause 19.1, 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.
- 19.3. 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 within a 12 month period will have their banked TOIL paid out at ordinary rate (single rate).
- 19.4. Except for at Christmas closure or Easter, TOIL cannot be utilised together with an RDO accrued in accordance with Clause 18, unless by making an application in writing to be approved by the relevant manager/director.
- 19.5. Council may direct Employees to utilise banked TOIL upon giving 14 days' written notice.

20. Transition to Retirement

- 20.1. 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.
- 20.2. 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.
- 20.3. 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.
- 20.4. Any arrangements reached under this clause may be varied, in writing, by mutual agreement.
- 20.5. Employees are encouraged to seek their own financial advice prior to negotiating and participating in a transition to retirement arrangement.

21. Work Arrangements at Camps

- 21.1. Where a job site is located more than 150kms from the works depot in Thargomindah, and where weather permits, a camp will be established to maximise productivity.
- 21.2. 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.
- 21.3. Employees shall be given at least two (2) weeks' notice, prior to any change in the work roster.

22. Work Cycles

- 22.1. Where a Job site is located more than 150kms 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.
- 22.2. 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).
- 22.3. The work cycles described in clauses 22.1 and 21.2 may be subject to change to accommodate business needs and/or to ensure compliance with safety management systems and any relevant legislative requirements.
- 22.4. Where a camp site is established and staff are required to work a nine (9) days “on” and five (5) days “off” roster, a Site Agreement will be developed in consultation with directly impacted employees.

23. Public Holidays – Work cycle of 9 days “on” and 5 days “off”

- 23.1. Work on a public holiday that coincides with the ordinary hours of work will be paid at the penalty rates prescribed in the Parent 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

24. Annual Leave

- 24.1. All Employees, other than casuals, shall accrue annual leave at the rate of five (5) weeks per annum.
- 24.2. Leave shall be taken at a time mutually convenient to the CEO and the Employee concerned.
- 24.3. Employees may accumulate a maximum of ten (10) weeks annual leave in their balance.
- 24.4. 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.

25. Personal/Carers Leave

- 25.1. Personal/Carers leave shall accrue at the rate of one (1) day per month in the first year of service and 15 days per year in the second and subsequent years of service.
- 25.2. An Employee who is absent from work due to illness, injury or caring purposes must provide prompt notification to the immediate supervisor. Payment for any absence on personal/carers leave that exceeds two (2) consecutive days shall be contingent upon production by the Employee of satisfactory evidence to satisfy a reasonable person of an eligible reason for the leave, which may include a certificate from a duly qualified medical practitioner or statutory declaration.
- 25.3. Where personal/carers 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 personal/carers leave.
- 25.4. The requirement for medical evidence under clause 24.3 shall cease after six (6) months, unless the personal/carers leave remains to be excessive and/or continues to form a pattern.

26. Paid Parental Leave

- 26.1. An Employee eligible for:

- a) long birth related leave, long adoption leave, long surrogacy leave, or long cultural

parental leave ('long parental leave'), as the primary carer of the child/ren; or
b) short birth related leave, short adoption leave, short surrogacy leave, or short cultural parental order leave ('short parental leave'),
in accordance with the *Industrial Relations Act 2016*, will be entitled to take up to 52 weeks unpaid parental leave and apply for consideration of an extension in accordance with the IR Act.

26.2. Where eligible, paid parental leave and paid partner leave may be accessed concurrently and will form part of the unpaid parental leave provisions of the Act. The paid leave under this clause is in addition to the Federal Government's Paid Parental Leave Scheme, however the Federal Government scheme forms part of the parental leave provisions of the Act. To be clear, any period of paid parental or partner leave accessed in accordance with this clause will be taken to reduce the period of unpaid parental leave that an employee is entitled to under the Act.

26.3. Paid Parental Leave

An employee, other than a casual, eligible for long parental leave and who has 24 months continuous service with Council at the time of the birth (including surrogacy) or placement of the child/ren, will be entitled to access 10 weeks paid parental leave. Unless otherwise agreed by Council, paid parental leave will be taken at the commencement of parental leave, which can be no later than from the birth (including surrogacy) or placement of the child/ren.

At the request of the employee the ten (10) weeks paid parental leave can be made as half payments for a period equaling twenty (20) weeks.

26.4. Paid Partner Leave

An employee, other than a casual, eligible for short parental leave and who has 24 months continuous service with Council at the time of the birth (including surrogacy) or placement of the child/ren, will be entitled to two (2) week paid partner leave. Unless otherwise agreed by Council, this paid partner leave will be taken at the time of the birth (including surrogacy) or adoption of the child/ren.

26.5. An employee is not entitled to access both paid parental leave and paid partner leave.

26.6. At the request of the employee, the two (2) week paid partner leave can be made as half payments for a period equaling four (4) weeks.

26.7. Superannuation

Council will continue to make employer superannuation contributions for the periods of the Council provided Paid Parental and Partner Leave.

26.8. Conditions of Paid Parental and Partner Leave

26.9. The period of paid parental and partner leave is payable once only in connection with each birth or adoption of a child/children to an employee or employees of Council. An employee can not access both paid parental leave and paid partner leave.

26.10. Part-time employees are entitled to paid parental and partner leave on a pro-rata basis of

the average weekly hours for the proceeding twelve (12) months, prior to accessing the leave.

26.11. For the purposes of this clause, if the pregnancy of an employee terminates other than by birth of a living child later than 20 weeks, the employee and the employee's spouse are entitled to the parental leave that they would have been entitled to if the child had been born living.

26.12. In the case of stillbirth or infant death, eligible employees will not lose their entitlement to paid parental or partner leave. It will be provided as paid compassionate leave.

26.13. Appropriate evidence and notice of the requirement to access Parental Leave or Partner Leave may be requested by Council, in accordance with the evidence requirements for parental leave under the Act.

26.14. Additional Support Measures Upon Returning to Work

26.15. Upon receipt of application from an employee returning to work following the birth or adoption of a child, the employer will provide adequate, clean and safe facilities for lactation, feeding and changing.

27. Bereavement Leave

27.1. 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

27.2. 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.

28. Long Service Leave

28.1. 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.

28.2. Council acknowledges the valuable contribution of long term Employees. Following seven (7) years continuous service, Council will provide an employee access to the proportionate accrued period of long services leave.

28.3. 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.

28.4. The payment stipulated in clause 28.3 does not apply where the termination of employment was for reasons relating to the Employee's conduct, capacity or performance.

29. Natural Disaster Leave

- 29.1. Where a declared natural disaster or other localised weather event approved by the CEO, such as, but not limited to, a natural flood, cyclone, bushfire, or earthquake event, and an employee is prevented from being able to work, the employee will be entitled to access Natural Disaster leave, without loss of pay, for up to a maximum of two (2) days per year (non-cumulative). Such leave is subject to approval by the Chief Executive Officer or delegate, and upon providing sufficient evidence to satisfy Council of the need to access the leave.
- 29.2. Paid leave under this clause would only apply where the employee is:
- a) Unable to report to work at any of Council's depots or offices to perform their required or alternative duties or attend training; or
 - b) Unable to work remotely (e.g. from home).

30. Christmas /New Year Period

- 30.1. 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).
- 30.2. During a period of leave under clause 30.1, Employees may access Annual Leave, RDOs, TOIL or Leave Without Pay with the approval of the relevant Manager/Director.
- 30.3. Council shall provide Employees notification of the closure period, at least 90 days prior to the closure commencing.

31. Domestic and Family Violence

- 31.1. Employees personally experiencing domestic and family violence may access up to fifteen (15) 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.
- 31.2. Domestic and family violence leave given under clause 31.1 of this Agreement is non-cumulative and is non-transferable and may be taken in units of one (1) hour.
- 31.3. 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.
- 31.4. An Employee seeking to access family and domestic violence leave and clause 31 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.
- 31.5. For the purpose of clause 31, 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.
- 31.6. 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.
- 31.7. 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.

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

PART 5 – WAGE INCREASES & ALLOWANCES

32. Wage Increases

- 32.1. Bulloo Shire Council agrees to pay Employees covered by this Agreement, wage increases in accordance with the following schedule:
- (a) 6% wage increase from first full pay period on or after 1 January 2025;
 - (b) 5% wage increase from first full pay period on or after 14 March 2026;
 - (c) 4% wage increase or the 2027 State Wage Case, whichever is higher, from first full pay period on or after 14 March 2027; and
 - (d) 4% wage increase or the 2028 State Wage Case, whichever is higher, from first full pay period on or after 14 March 2028.
 - (e) Where the State Wage Case in 2027 or 2028 is higher than the wage increase specified within this Agreement, the State Wage Case percentage will be applied from the first full pay period following release of the Decision and back paid to the first full pay period on or after 14 March of that year.

33. Attraction and Retention Payment

- 33.1. Full-time and part-time employees will be paid an annual attraction and retention allowance of \$400 (pro-rata for part-time employees), where an employee has 12 months continuous service on 14 March 2025 or each anniversary thereafter.

34. Schedule of Wages

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

35. Superannuation

- 35.1. Council shall provide a superannuation benefit to all eligible Employees engaged under the terms of this Agreement, as prescribed by the *Local Government Act 2009* and *Superannuation Guarantee (Administration) Act 1992*.
- 35.2. Government Superannuation Scheme. The current employer contribution rate for eligible employees, as defined under the *Local Government Act 2009*, is 12%. All other employees will be paid the applicable superannuation guarantee percentage currently 11.5%, which will increase to 12% from 1 July 2025.
- 35.3. Superannuation contributions will be made to a complying fund of the employee's choice. Where the employee does not choose a fund, superannuation payments will be made by Council to Brighter Super as the default fund.

36. Camp Allowance

- 36.1. 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.
- 36.2. Subject to clause 36.3, Council will provide groceries free of charge to all Council Employees in all camps.
- 36.3. 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.
- 36.4. Where more than four (4) employees, but less than eight (8) employees, are required to live

at camp, one employee is to be nominated as a cook amongst their other duties. The employee nominated by the crew as the cook for a particular day or week will, subject to operational requirements, be entitled to leave site 1.5 hours prior to the usual commencement time, to prepare an evening meal for the crew, without reduction in pay.

36.5. All other relevant provisions of the Award will apply.

37. Locality Allowance

- 37.1. Council agrees to extend the payment of the Locality allowance provided for under the Stream A Award to all Stream B and Stream C employees covered by this Agreement.
- 37.2. By receiving the Locality Allowance under clause 36.1 above, Employees covered by this Agreement, will not be entitled to be paid the Divisions and District Allowance provided under Stream B and Stream C Awards.

38. Meal Allowance

- 38.1. 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 \$30.00 during overtime as prescribed in the relevant Award.

39. Toilet Cleaning Allowance

- 39.1. Employees required to clean toilets, other than merely by hosing them, shall be paid an allowance at the rate of \$15.00 per day.
- 39.2. 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.

40. On Call / Availability Allowance

- 40.1. 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 Saturday (inclusive)	\$35.00 per day
Sunday and Public Holidays	\$55.00 per day

- 40.2. 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.
- 40.3. Employees directed to remain on call must be able to be contacted and to report fit for duty within 30 minutes.

41. Recall

- 41.1. 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.
- 41.2. 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.

42. Higher Duties Allowance

- 42.1. Where an employee covered under the Stream B or Stream C Award is 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 higher rate for the work so performed.
- 42.2. Employees undertaking higher duties shall receive a minimum payment of four (4) hours for each engagement.
- 42.3. Stream A employees will be entitled to higher duties in accordance with the Stream A Award.

43. Leading Hand Allowance

- 43.1. An allowance of \$15.00 per day will be paid to an Employee who has been appointed, as a leading hand.
- 43.2. 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.
- 43.3. 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.

44. Traffic Controller Allowance

- 44.1. Subject to clause 44.2, an Employee engaged in traffic control duties shall be paid at level 5 of Division 2 – Section 5, Operational Services, of Stream B Award for all time worked.
- 44.2. 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.

45. Final Trim Allowance

- 45.1. 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 \$30.00 per day for the work so performed.

46. Uniform Allowance – Stream A Employees

- 46.1. Whilst not compulsory, Council recognises the benefit gained in promoting a corporate image through the wearing of a Council uniform by staff.
- 46.2. Uniform allowance shall be regulated and provided in accordance with Council's Policy on uniforms, as amended from time to time.

PART 6 – WAGE RELATED MATTERS

47. Timesheets

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

48. Travel Time

- 48.1. Council will provide vehicles for the purposes of transporting Employees to and from jobs and/or camp sites.
- 48.2. 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.
- 48.3. Where an Employee is required to provide their own vehicle, payment shall be as per the

relevant Award/s.

49. Minimum Engagement of Casual Employees

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

50. Salary Sacrifice

- 50.1. 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.
- 50.2. 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.
- 50.3. Council encourages Employees to seek independent financial advice prior to entering into any salary sacrifice arrangements.
- 50.4. 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.
- 50.5. Any additional tax payable will be deducted from the Employee's remuneration.

51. Abandonment of Employment

- 51.1. 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.
- 51.2. 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.

52. Overpayments

- 52.1. 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.
- 52.2. Overpayments recovered pursuant to clause 47.1 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 – REDUNDANCY

53. Redundancy

- 53.1. Redundancy pay is provided for in Division 13 of the QES. Clause 53 of this Agreement is to supplement the QES provisions.

53.2. Consultation before termination

Where Council decides that the employer no longer wishes the job an employee/s has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee/s directly affected and, where relevant, their union/s, in accordance with Clause 9 of this Agreement.

Prior to termination on the grounds that the employees' position is redundant, the Council must consider if the employee can be redeployed to an available suitable alternative position within Council.

53.3. Transfer to lower paid duties

Where redeployment at level is not available, and an employee accepts redeployment to a lower paid position, the appointment will be made at the highest incremental point within the appointed level (if applicable), and the employees' ordinary rate of pay, prior to redeployment, will be maintained for a period of six (6) months.

53.4. An employee who accepts redeployment to a lower paid position, may elect at the time of transfer, for their accrued leave to be cashed out, as follows:

- a) all or part of their accrued entitlement to long service leave at their substantive level; and/or
- b) all or part of their accrued annual leave at their substantive level, whilst maintaining at least four weeks accrued annual leave balance.

53.5. Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice but is not entitled to payment instead of notice.

53.6. Job search entitlement

An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

53.7. If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee must, at the request of the employer, produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

PART 8 – WORKPLACE HEALTH & SAFETY

54. Safety Representative Allowance

54.1. Employees elected to the position of Safety Representative shall be paid an allowance of \$50.00 per week.

54.2. 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*.

- 54.3. 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.

55. Working in Heat

- 55.1. Council recognises that working in the heat may affect Employees in different ways and is influenced by a range of factors, including but not limited to, general health, body weight, age, fitness level, medication usage and medical conditions.
- 55.2. Appropriate PPE will be issued to all Employees on commencement and replaced as needed. All heat related issues will be managed on a case-by-case basis by the accountable supervisor/s and in accordance with Council's Work Health and Safety guidelines. Where a risk assessment is completed and works are suspended due to the heat, no employee will experience loss of pay.

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

- 56.1. If a medical condition prevents an Employee from wearing issued protective equipment, Council must be provided with a medical certificate.
- 56.2. 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.
- 56.3. 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 9 – WORKPLACE RELATIONS

57. Union Encouragement

57.1. Union representatives

A person elected or appointed as a Union Delegate shall, upon notification to Council from the relevant Union, be recognised as the accredited representative of the Union. Council will not hinder accredited union representatives in the reasonable and responsible performance of their duties provided that the operations of Council will not be unduly disrupted.

Union representatives have a role to play within a workplace. Union representatives shall be allowed access to and reasonable use of Council facilities and resources for the effective delivery of their roles and responsibilities where it is relevant to the workplace.

Where there is a requirement for a Union Delegate to participate in a conference or hearing before an Industrial Tribunal, the Union Delegate will be provided paid time off during their ordinary hours of work, to support their attendance. Council will not be required to pay overtime or other costs associated with the Union Delegates attendance. The parties agree that where attendance in person would require travel, unless exceptional circumstances approved by the CEO or delegate exist, attendance will occur via teleconference or videoconference. Approval of attendance at an Industrial Tribunal matter will be subject to reasonable notice and operational requirements.

57.2. Trade Union training leave

Paid leave of absence of up to five days trade union training leave, per calendar year (non-cumulative) may be granted to employees who are elected and appointed union delegates. Eligibility, notice and approval requirements will be applied in accordance with the relevant Award/s.

57.3. Inductions

During onboarding, Council will provide employee with Union materials, outlining Union representation, membership information and other relevant information, as provided to Council by the Union parties.

58. Joint Consultative Committee

- 58.1. 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.
- 58.2. 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.
- 58.3. 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	Band	Weekly base rate as at March 24	Weekly Base Rate of Pay as at 1st pay period after 1 January 2025	Weekly Base Rate of Pay as at 1st pay period after 14 March 2026	Weekly Base Rate of Pay as at 1st pay period after 14 March 2027	Weekly Base Rate of Pay as at 1st pay period after 14 March 2028
			6.00%	5.00%	4.00%	4.00%
Level 1	1.1	\$1,066.07	\$1,130.03	\$1,186.54	\$1,234.00	\$1,283.36
	1.2	\$1,080.94	\$1,145.80	\$1,203.09	\$1,251.21	\$1,301.26
	1.3	\$1,104.76	\$1,171.05	\$1,229.60	\$1,278.78	\$1,329.93
	1.4	\$1,127.07	\$1,194.69	\$1,254.43	\$1,304.61	\$1,356.79
	1.5	\$1,149.36	\$1,218.32	\$1,279.24	\$1,330.41	\$1,383.62
	1.6	\$1,168.62	\$1,238.74	\$1,300.67	\$1,352.70	\$1,406.81
Level 2	2.1	\$1,191.23	\$1,262.70	\$1,325.84	\$1,378.87	\$1,434.03
	2.2	\$1,213.51	\$1,286.32	\$1,350.64	\$1,404.66	\$1,460.85
	2.3	\$1,235.90	\$1,310.05	\$1,375.56	\$1,430.58	\$1,487.80
	2.4	\$1,250.67	\$1,325.71	\$1,392.00	\$1,447.68	\$1,505.58
Level 3	3.1	\$1,272.96	\$1,349.34	\$1,416.80	\$1,473.48	\$1,532.42
	3.2	\$1,287.34	\$1,364.58	\$1,432.81	\$1,490.12	\$1,549.73
	3.3	\$1,309.54	\$1,388.11	\$1,457.52	\$1,515.82	\$1,576.45
	3.4	\$1,331.82	\$1,411.73	\$1,482.32	\$1,541.61	\$1,603.27
Level 4	4.1	\$1,354.11	\$1,435.36	\$1,507.12	\$1,567.41	\$1,630.11
	4.2	\$1,376.40	\$1,458.98	\$1,531.93	\$1,593.21	\$1,656.94
	4.3	\$1,395.71	\$1,479.45	\$1,553.43	\$1,615.56	\$1,680.18
	4.4	\$1,418.00	\$1,503.08	\$1,578.23	\$1,641.36	\$1,707.02
Level 5	5.1	\$1,440.29	\$1,526.71	\$1,603.04	\$1,667.16	\$1,733.85
	5.2	\$1,459.56	\$1,547.13	\$1,624.49	\$1,689.47	\$1,757.05
	5.3	\$1,481.88	\$1,570.79	\$1,649.33	\$1,715.31	\$1,783.92
Level 6	6.1	\$1,519.03	\$1,610.17	\$1,690.68	\$1,758.31	\$1,828.64
	6.2	\$1,556.19	\$1,649.56	\$1,732.04	\$1,801.32	\$1,873.37
	6.3	\$1,593.36	\$1,688.96	\$1,773.41	\$1,844.35	\$1,918.12
Level 7	7.1	\$1,630.52	\$1,728.35	\$1,814.77	\$1,887.36	\$1,962.85
	7.2	\$1,667.67	\$1,767.73	\$1,856.12	\$1,930.36	\$2,007.58
	7.3	\$1,704.81	\$1,807.10	\$1,897.45	\$1,973.35	\$2,052.29
Level 8	8.1	\$1,749.41	\$1,854.37	\$1,947.09	\$2,024.98	\$2,105.98
	8.2	\$1,794.01	\$1,901.65	\$1,996.73	\$2,076.60	\$2,159.67
	8.3	\$1,838.61	\$1,948.93	\$2,046.37	\$2,128.23	\$2,213.36
	8.4	\$1,880.46	\$1,993.29	\$2,092.95	\$2,176.67	\$2,263.74
	8.5	\$1,922.33	\$2,037.67	\$2,139.55	\$2,225.14	\$2,314.14

QLD Local Government Industry Award	Level	Weekly base rate as at March 2024	Weekly Base Rate of Pay as at 1st pay period after 1 January 2025	Weekly Base Rate of Pay as at 1st pay period after 14 March 2026	Weekly Base Rate of Pay as at 1st pay period after 14 March 2027	Weekly Base Rate of Pay as at 1st pay period after 14 March 2028
			6.00%	5.00%	4.00%	4.00%
Stream B	Level 1	\$1,046.15	\$1,108.92	\$1,164.36	\$1,210.94	\$1,259.38
	After 6 months	\$1,058.09	\$1,121.58	\$1,177.65	\$1,224.76	\$1,273.75
	Level 2	\$1,070.02	\$1,134.22	\$1,190.93	\$1,238.57	\$1,288.11
	Level 3	\$1,081.95	\$1,146.87	\$1,204.21	\$1,252.38	\$1,302.47
	Level 4	\$1,094.00	\$1,159.64	\$1,217.62	\$1,266.33	\$1,316.98
	Level 5	\$1,108.22	\$1,174.71	\$1,233.45	\$1,282.79	\$1,334.10
	Level 6	\$1,132.21	\$1,200.14	\$1,260.15	\$1,310.56	\$1,362.98
	Level 7	\$1,156.07	\$1,225.43	\$1,286.71	\$1,338.17	\$1,391.70
	Level 8	\$1,177.76	\$1,248.43	\$1,310.85	\$1,363.28	\$1,417.81
	Level 9	\$1,201.64	\$1,273.74	\$1,337.43	\$1,390.92	\$1,446.56
Stream C	C14	\$1,000.60	\$1,060.64	\$1,113.67	\$1,158.21	\$1,204.54
	C13	\$1,019.75	\$1,080.94	\$1,134.98	\$1,180.38	\$1,227.60
	C12	\$1,045.58	\$1,108.31	\$1,163.73	\$1,210.28	\$1,258.69
	C11	\$1,069.56	\$1,133.73	\$1,190.42	\$1,238.04	\$1,287.56
	C10	\$1,108.22	\$1,174.71	\$1,233.45	\$1,282.79	\$1,334.10
	C9	\$1,132.21	\$1,200.14	\$1,260.15	\$1,310.56	\$1,362.98
	C8	\$1,156.07	\$1,225.43	\$1,286.71	\$1,338.17	\$1,391.70
	C7	\$1,177.76	\$1,248.43	\$1,310.85	\$1,363.28	\$1,417.81
	C6	\$1,225.61	\$1,299.15	\$1,364.10	\$1,418.67	\$1,475.41
	C5	\$1,248.91	\$1,323.84	\$1,390.04	\$1,445.64	\$1,503.46
	C4	\$1,273.46	\$1,349.87	\$1,417.36	\$1,474.06	\$1,533.02
	C3	\$1,321.31	\$1,400.59	\$1,470.62	\$1,529.44	\$1,590.62
	C2A	\$1,345.29	\$1,426.01	\$1,497.31	\$1,557.20	\$1,619.49
	C2B	\$1,388.95	\$1,472.29	\$1,545.90	\$1,607.74	\$1,672.05

SIGNATORIES

Bulloo Shire Council

Signed for and on behalf of Bulloo Shire Council:

Chief Executive Officer

Title

Signature

Print Name
and Date

In the presence of:

Signature

(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

Signature

Print Name and Date

In the presence of:

Signature

(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

Signature

Print Name and Date

In the presence of:

Signature

(Print Name of Witness)

Queensland Services, Industrial Union of Employees

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

Secretary

Title

Signature

Print Name and Date

In the presence of:

Signature

(Print Name of Witness)