

**IPSWICH CITY COUNCIL LOCAL GOVERNMENT EMPLOYEES CERTIFIED
AGREEMENT 2021**





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PART 1 – PRELIMINARY

1. Title

This Agreement shall be known as the Ipswich City Council (ICC) Local Government Employees Certified Agreement 2021.

2. Date and period of operation

This Agreement shall operate from the date of certification by the Queensland Industrial Relations Commission and shall remain in force until its nominal expiry date of 1 October 2024 or termination in accordance with applicable legislation at that time.

3. How this Agreement is to be Read

This Agreement shall be read and interpreted wholly in conjunction with the Local Government Industry (Stream B) Award – State 2017 and the Local Government Industry (Stream C) Award – State 2017.

Provided that where there is any inconsistency between this Agreement and the abovementioned Awards, this Agreement shall prevail to the extent of the inconsistency.

4. No Extra Claims

The parties agree that this Agreement is in settlement of all enterprise bargaining claims for the life of the Agreement. There will be no extra claims for increases in wages or conditions for the duration of this Agreement.

5. Who is Covered by this Agreement

This Agreement is binding on:

- (a) the Ipswich City Council (ICC) [ABN 61 461 981 077];
- (b) ICC's employees covered by the classifications contained in this Agreement (the employees);
- (c) the Australian Workers Union of Employees (Queensland);
- (d) the Transport Workers Union of Australia, Union of Employees (Queensland Branch);
- (e) Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees Queensland Branch;
- (f) The Electrical Trades Union Queensland;
- (g) The Plumbers and Gas Fitters Employees Union of Australia, Queensland Branch, Union of Employees;
- (h) The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland.

6. Who is Not Covered by this Agreement

This Agreement does not apply to:

- (a) ICC's Chief Executive Officer;
- (b) The employees of ICC who are employed as Senior Officers;
- (c) The employees of ICC who are covered by the Ipswich City Council Officers' Certified Agreement 2021;

- (d) The employees of ICC who are employed in hospitality and theatrical activities and roles; and
- (e) The employees of ICC who are covered by the Ipswich City Council Resource Recovery Drivers Certified Agreement 2021.

7. Joint Consultative Committee

The Joint Consultative Committee shall provide for equal representation of both ICC management and employees and shall not exceed twelve (12) members. Employee representatives should come from a cross-section of work sections and/or the Unions who are a party to this Agreement. The Joint Consultative Committee will meet every three (3) months at a minimum.

The Committee will monitor the effective implementation of this Agreement. Matters in respect of this Agreement which have been dealt with by the Grievance and Dispute Settlement Procedure at Clause 9 may, if appropriate, be referred to the Committee.

8. Availability of Agreement

ICC shall ensure that an up-to-date copy of this Agreement is readily available for perusal by employees. A copy of this Agreement will be available electronically and placed at each Depot. Further, the Unions shall be permitted to post any official union notices in each office or place of business on a board provided for that purpose.

9. Grievance and Dispute Settlement Procedure


It is agreed that it is in the interest of all parties to manage the resolution of any conflict by means which do not disrupt the operations of the workplace. In the event of any workplace grievance and/or disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedure will be followed.

This Agreement recognises that employees' grievances should be resolved speedily, effectively, and informally between the employee and supervisor where possible and without the need for recourse to industrial action.

The following procedure will apply for the resolution of any dispute:

1. The employee is to notify (in writing or otherwise) the supervisor of the nature of the grievance and the remedy being sought. If, however, the dispute relates to or directly involves the employee's supervisor, then the matter shall be referred directly to the next level of management.
2. A meeting between the employee and the supervisor is to be held as soon as practicable to discuss the matter. The meeting should be held within forty-eight (48) hours of notification.
3. If the matter is not resolved at this meeting, the employee may request the supervisor refer the matter to the General Manager. Further discussions involving all parties are to be held again within forty-eight (48) hours, if practicable.
4. If the matter is not resolved at this meeting, the employee may request the supervisor refer the matter to the Chief Executive Officer. Further discussions involving all parties are to be held again within forty-eight (48) hours, if practicable.
5. If the matter remains unresolved, then either party may refer the matter to the Queensland Industrial Relations Commission in accordance with the *Industrial Relations Act 2016 (Qld)* for conciliation in the first instance and if necessary, arbitration. Any arbitrated decision will be binding on all parties.

This procedure does not preclude either party from raising the issue to a higher stage at any time having regard to the issue involved.



While this procedure is being followed, normal work is to continue, except where there are genuine matters of health or safety involved in which case the officer will not work in an unsafe environment but where appropriate shall accept re-assignment to alternative suitable work/work environment in the meantime.

In any steps of this procedure, the employee may be represented by a member or members of the Enterprise Agreement Consultative Committee or the employee's local delegate of the relevant Union.

PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT

10. Duties and Responsibilities

Employees must carry out such duties as are reasonably within their skill, competence, relevant licences, certification, and training, provided it is safe to do so.

11. Probation

Employees will initially be employed on a probationary period of three (3) months. If the employee does not successfully complete the probationary period, ICC may elect to extend the probationary period for a further three (3) months or terminate the employee's employment. Employees may be dismissed during the probationary period on one week's notice.

12. Engagement

Employees may be employed on a full-time, part-time, fixed-term or casual basis. On commencement of employment, the employee will be advised of the nature of their engagement.

13. Part-time Employment

13.1 Definition

A 'part-time employee' means an employee who is engaged as a part-time employee to work on pre-determined days of the week for a regular number of hours but less than thirty-eight (38) hours per week. By mutual agreement with their ICC, a part-time employee may work additional ordinary hours above their regular hours, up to and including full-time equivalent hours.

13.2 Payment

Part-time employees shall be paid an equivalent hourly rate for the classification under which they are engaged. Such rate shall be calculated on the thirty-eight (38) hour rate for that classification.

13.3 Overtime

A part-time employee who works in excess of the ordinary hours prescribed in clause 13.1 above shall be paid overtime rates.

13.4 Leave Entitlements

Part-time employees shall be entitled to receive pro-rata entitlements to Annual Leave, Sick Leave, Long Service Leave and Family Leave in accordance with the provisions contained in this Agreement.

14. Casual Employment

14.1 Definition

A 'Casual Employee' is an employee who is engaged as a casual employee and is employed by the hour.

A regular casual employee means a casual employee who is employed on a regular systematic basis for an ongoing period of at least six (6) months. This includes to cover weekends and RDOs of rostered staff. A regular casual employee may elect to have his or her contract of employment converted to full-time or permanent part-time employment (provided he or she regularly works more than fifteen (15) hours per week). The employer will not unreasonably refuse the request. ICC is not obligated to convert the employee to a part-time appointment where there are reasonable grounds.

Reasonable grounds for refusal are where the employee:

- (a) is a student;
- (b) is a genuine retiree;
- (c) is performing work which will either cease to be required or will be performed by a non-casual staff member, within twenty-six (26) weeks (from date of application);
- (d) has a full-time occupation with ICC or elsewhere;
- (e) is performing work which is ad hoc, intermittent, unpredictable or involves hours that are irregular.

14.2 Termination

Termination of employment for a casual employee will be in accordance with Clause 21.2.

14.3 Payment and Leave Entitlements

A casual employee shall be paid a loading of 25% in addition to the equivalent hourly rate for the classification under which they are engaged. The equivalent hourly rate shall be calculated based on a thirty-eight (38) hour rate for that classification.

The casual loading shall be paid in lieu of all applicable leave entitlements. A casual employee is entitled to long service leave in accordance with the provisions of the Act.

14.4 Overtime and Penalty Payments

Casual employees shall be entitled to receive overtime for working in excess of thirty-eight (38) hours a week or the normal work hours for the relevant work area. Weekend penalties, statutory holiday penalty payments and overtime payments will be accordance with the relevant Award.

15. Use of Contractors

15.1 Job Security

The parties agree that:

- (a) ICC is committed to using its employees to provide services on a competitive basis.
- (b) Employment security is strengthened and maximised by the achievement of competitive performance in delivering ICC's corporate and operational plans through the strategies in the Agreement, particularly

the acquisition and the use of the broadest range of skills by employees. ICC will provide relevant training and support.

- (c) ICC's preferred option is to engage a competitive workforce comprising predominantly full-time and part-time employees. Where appropriate casual or temporary employees may be engaged. Provided that where practical ICC will consult with relevant employees prior to engagement.
- (d) There will be times when specialised or urgent services or an excess of work require the use of contractors.
- (e) ICC will not utilise contractors or labour hire employees to reduce the pay, conditions, or employment security of ICC employees. Subject to the provisions of this Clause 15.1 and Clauses 15.2 and 15.3 where there is a need for additional employees on a permanent basis, ICC will employ full-time or permanent part-time employees. People and Culture will review any contractor who remain with Council for twelve (12) months or more
- (f) The engagement of contractors or the leasing of services may be appropriate in the following circumstances:
 - (i) in the event of critical shortages of skilled staff;
 - (ii) where there is excess of work that cannot be accommodated by ICC's workforce;
 - (iii) where there is a requirement for urgent or specialised services;
 - (iv) where there is a lack of available capital;
 - (v) extraordinary or unforeseen circumstances; or
 - (vi) it can be clearly demonstrated that it is in the public interest that such services should be contracted out.

15.2 Contracting Out – Services Currently Provided by Ipswich City Council Employees

Should any proposed contract affect the employment security of ICC employees, the relevant Unions will be notified and consulted as early as possible.

Notification and consultation will take place before any steps are taken to call for tenders or enter into any otherwise legally binding arrangement for the provision of services by an external provider.

If, after full consultation with the relevant Unions and employees, employees are affected by a decision to contract out or lease current services, ICC will ensure the maximum opportunity to accept retraining and / or redeployment in ICC or accept redundancy in accordance with the provisions of Clause 23 Redundancy of this Agreement shall apply.

15.3 Procedure to Apply where Proposed Use of Contractors will not Impact on Job Security of ICC Employees

In these circumstances ICC will ensure that:

- (a) Prior to the commencement of a new contractual arrangement for the provision of services for works of a value greater than \$500,000, ICC will advise the relevant Unions of the details of the contractor, the type of work to be undertaken and the location of the work.
- (b) When assessing tenders or quotations for the use of contractors, ICC will require the contractor to confirm that the contractor will:
 - (i) Meet quality assurance requirements of the contract;
 - (ii) Meet all relevant workplace health and safety regulations and requirements;

- (iii) Comply with the relevant Award or industrial instrument under which the employee is engaged by the contractor;
- (iv) Meet all relevant Federal, State or Local Government Legislation or Local Laws.

Any party to this Agreement may request a Working Party to review the operation of this Clause. The Working Party will be comprised of three (3) representatives nominated by the relevant Unions and three (3) representatives nominated by ICC. The Working Party shall use all reasonable endeavours to resolve all issues raised.

15.4 Recruitment Opportunities – Contingent Workforce

Vacant positions which are advertised internally by ICC will be open to applicants from labour-hire (contingent workers) who have been engaged by ICC for a period of three (3) months full-time equivalent or more. Labour hire (contingent workers) are not covered by this Agreement, however, where an application for an internally advertised role is received from a labour-hire (agency contractor), the application may be considered as part of the closed merit selection process for an internal candidate.

16. Wet Weather

Subject to the stand-down provisions of the *Industrial Relations Act 2016* (Qld), all time lost through wet weather shall be paid for provided that an employee reports for work and is ready and willing to perform any work or undertake any training required by ICC.

17. Travelling Arrangements

17.1 Commencing Work on the Job Site

Following consultation with employees and the relevant Unions, ICC may direct employees to commence work at their appointed depot or on the job site. The employee shall be responsible for their own travel to the depot or the job site and return. Unless otherwise agreed the minimum consultation, the period shall be two (2) weeks. At the completion of the two (2) week consultation period (or such longer time that is mutually agreed between the parties) ICC may provide two (2) weeks' notice of a change as to where work is to commence.

This Clause is not intended to operate in a manner that will unfairly penalise an employee and require employees to travel unreasonable distances. In circumstances where an employee believes they are unfairly disadvantaged by a proposed change, the employee can elect to have the matter resolved in accordance with the Grievance and Dispute Settlement Procedure at Clause 9.

17.2 Alternative Arrangements

Notwithstanding the provisions of Clause 17.1, where there is an agreement between ICC and the majority of employees concerned, different travelling arrangements may apply.

17.3 Transfer From One Depot to Another

Employees shall be required to commence work from any of ICC's depots, provided that at least five (5) working days prior written notification of such arrangements is given to the employee by ICC Management, which shall include the commencement date at the new location and the likely duration of the transfer. No travelling or private vehicle usage provisions shall apply under these circumstances. When an employee would be adversely disadvantaged in such circumstances, in regard to travel arrangements, ICC Management shall give special consideration to that employee.

18. Owner-drivers

ICC shall be entitled to employ owner-drivers after consultation and agreement with its employees and the relevant Unions, provided that such agreement, with the parties to this Agreement, shall not be unreasonably withheld.

19. Supply of Work Clothing

Full-time and part-time employees will be issued with:

- (a) Five (5) long sleeved shirts;
- (b) Five (5) pairs trousers (or shorts where Workplace Health and Safety Manager approval is provided);
- (c) One (1) safety vest;
- (d) One (1) broad brimmed hat;
- (e) One (1) jacket; and
- (f) One (1) pair of work boots

Each employee will be required, as a condition of employment, to wear the clothing issued.

ICC reserves the right to choose the colour and type of clothing to be issued. However, every effort will be made to ensure that good quality, comfortable clothing is supplied. All clothing will be identified with either ICC's initials or logo.

The laundering and maintenance of the clothing will be the responsibility of the employee unless otherwise agreed.

The clothing remains the property of ICC at all times and must be returned on termination of employment. An employee will not be required to pay the cost of clothing not returned unless the clothing has been issued for no longer than three months, in which case the employee will be required to pay 65% of the cost.

Worn or damaged clothing will be replaced on a fair wear and tear basis.

20. Laundering of Clothing

ICC will provide daily laundered uniforms to employees who spend at least 25% of their time undertaking mechanical repair work on garbage trucks where that work involves exposure to or contact with the surfaces that contain or have contained waste. These positions will be pre-approved by ICC.

20.1 Special Circumstances

For employees other than for those described above at Clause 20, where, due to a particular task or undertaking, an employee's clothing is soiled or contaminated to such an extent that laundering of clothing at home may pose a health risk to the employee or a household member and management considers it necessary to provide laundering of the clothing, appropriate arrangements will be made. For example, substantial oil spill on clothing or substantial live sewerage coverage on clothing.

21. Termination of Employment

21.1 Notice of Termination by Employee

The notice of termination required to be given by an employee shall be one (1) week.

If an employee fails to give notice ICC shall, to the extent permitted by law, have the right to withhold monies due to the employee with an amount equal to the ordinary time rate for the period of notice not provided.

21.2 Notice of Termination by Council

In order to terminate the employment of an employee, ICC shall give the following notice:

Period of Continuous Service	Period of Notice
One (1) year or less	One (1) week
One (1) year and up to the completion of three (3) years	Two (2) weeks
Three (3) years and up to the completion of five (5) years	Three (3) weeks
Five (5) years and over	Four (4) weeks

In addition to the notice above, employees over forty-five (45) years of age at the time of giving notice and with not less than two (2) years of continuous service, shall be entitled to one (1) additional weeks' notice.

Payment in lieu of notice shall be made if the appropriate notice is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof. In calculating any payment in lieu of notice the ordinary time rate of pay for the employee concerned shall be used.

Provided that an employee who has been engaged for a specific period of time or for a specific task or tasks, shall be given one (1) weeks' notice, or in lieu of such notice, one (1) week's wages shall be paid or deducted.

Casual employees may be dismissed without notice.

Employees who engage in serious misconduct may be dismissed without notice.

21.3 Absent without Leave

An employee who has been absent for a period of seven (7) working days without the consent of ICC and who does not, during such time, establish to the satisfaction of the ICC a reasonable cause for the absence shall be deemed to have abandoned their employment.

Before an employee is terminated on the basis of abandonment of employment, the ICC Management shall make a reasonable effort to contact the employee.


Any termination of employment on the basis of abandonment shall be effective as from the date of the last attendance at work or the last day's absence in respect of which consent was granted.

22. Consultation – Introduction of Major Change

Prior to ICC making a definite decision to introduce major changes in production, program, organisation, structure, or technology that are likely to have significant effects on employees, ICC shall notify the employees who may be affected by the proposed changes and the relevant Union.

For the purpose of this clause, 'significant effects' include termination of employment, major changes in the composition, operation, or size of ICC's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Where the Awards make provision for alteration of any of the matters referred to in this Clause the alteration shall not have 'significant effect' for the purposes of this Clause.

ICC shall discuss with the employees affected and the relevant Union, the introduction of the changes, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the relevant Union



in relation to the changes. The discussions shall commence as early as practicable after a definite decision has been made to make the changes.

For the purpose of such discussion, ICC shall provide in writing to the employees concerned and the relevant Union all relevant information about the changes including the nature of the changes proposed the expected effects of the changes on employees and any other matters likely to affect employees provided that ICC shall not be required to disclose confidential information the disclosure of which would not be in ICC's interests.

23. Redundancy

23.1 Discussions Before Terminations

(a) Prior to ICC making a definite decision that it no longer wishes:

- (i) the job an employee has been doing be done by anyone, which leads to a permanent reduction in establishment numbers; or
- (ii) more than 50% of the core work of the job an employee has been doing to be done by anyone; and
- (iii) this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, ICC shall consult in accordance with Clause 22 Consultation – Introduction of Major Change.

23.2 Transfer to Other Duties

Where an employee is transferred due to a redundancy, the employee shall be entitled to the same period of notice of transfer as he/she would have been entitled to if his/her employment had been terminated, and the employee shall be entitled to income maintenance at the level of ordinary time earnings to which he/she was paid for a period until the ordinary time earnings of the position to which the employee was transferred exceeds that amount.

Ordinary earnings as expressed in this Clause shall include annualised allowances and shift loadings averaged over the preceding twelve (12) months.

23.3 Time off Work During the Notice Period

During the period of notice of termination given by ICC an employee shall be allowed up to one (1) day off without loss of pay during each week of notice for the purpose of seeking other employment.

If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee shall, at the request of ICC, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

23.4 Notification to Centrelink

Where a decision has been made to terminate employees on the grounds of redundancy ICC shall notify Centrelink of the decision as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

23.5 Outplacement Course

Where an employee is dismissed on the grounds of redundancy the employee will be given access to Outplacement Services at ICC's expense to a total of \$3,000 for outplacement and training.

23.6 Appointment to Positions

In respect of employees who have received notice of termination of employment on the grounds of redundancy:

- (a) If such employee applies for and is appointed to a position within ICC, the appointment will be deemed to be redeployment and the provisions of Clause 23.2 and Clause 23.7 will apply.
- (b) This Clause applies only to the first appointment made to a position after the date of notice of termination of employment. Furthermore, provided that for the purposes of determining the amount of severance pay, the employee's ordinary time earnings for his/her current permanent position immediately prior to the date of notice of termination of employment will apply.

Unless otherwise determined by the Chief Executive Officer or General Manager, such employee must, within eight (8) weeks of receiving notice of termination of employment, apply for or be appointed to, a position in ICC or apply for the entitlements to severance pay provided by Clause 23.7. Where an employee's application for a position is not successful an offer of severance pay will be made, except as provided for under Clause 23.9.

23.7 Severance Pay

In addition to the period of notice prescribed for ordinary termination, an employee whose employment is terminated on the grounds of redundancy is entitled to the following amount of severance pay in respect of a continuous period of service:

- (a) Payment equal to the employee's ordinary time earnings for two (2) weeks for every year of continuous service in local government and a proportional amount for an incomplete year of service calculated on total full-time equivalent years of service subject to a maximum equivalent to fifty-two (52) weeks ordinary time earnings, plus an additional payment equal to the employee's ordinary time earnings for thirteen (13) weeks (the additional payment).
- (b) Where the employee is offered and accepts redeployment to another position, the employee will commence work in the redeployed position on the day following the offer. If the employee then decides within four (4) weeks of the offer of redeployment, that they would prefer to be terminated the employee will be entitled to a severance payment in accordance with Clause 23.7(a).
- (c) Where an employee is redeployed into another position, the employee may after four (4) weeks, but within thirteen (13) weeks of the date of being redeployed, request to be terminated and this request will be agreed to. The employee will be entitled to severance payment in accordance with Clause 23.7(a) however, the employee will not be entitled to the additional payment.
- (d) Where ICC decides with due cause that the redeployment of an employee to another position is unsuccessful within thirteen (13) weeks of the date of redeployment, the employee will be terminated and will be entitled to severance payment made in accordance with Clause 23.7(a), however the additional payment will be reduced on a pro rata basis for each completed week in the redeployed position.

23.8 Employee Leave During the Notice Period

An employee whose employment is terminated on the grounds of redundancy may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under Clause 23 had they remained with ICC until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

23.9 Alternative Employment

Where ICC secures an offer of suitable alternative employment for an employee whose employment has been made redundant, the employee will not be entitled to a severance payment in accordance with Clause 23.7 whether or not the employee accepts the offer of employment.

A suitable offer of employment is one where:

- (a) the new employer agrees to recognise the period of continuous service which the employee had with ICC to be continuous service with the new employer; and
- (b) the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with ICC.

23.10 Exemption from Redundancy Clause

Clause 23 shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency, or neglect of duty, in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks.

23.11 Employees with Less Than 12 Months Service

Clause 23 shall not apply to employees with less than one (1) year's continuous service and the general obligation on ICC should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

24. Union Engagement

24.1 Union Encouragement

ICC shall establish mutually agreed procedures through the Enterprise Agreement Consultative Committee so that all reasonable steps are taken to encourage employees, including subcontractors' employees, to be financial members of the relevant Union whilst working on site in the aforementioned Unions' classifications.

All employees shall be provided with an application form and information from the relevant Union/s at the point of engagement. Such application forms and information are to be made available by ICC as provided by the relevant Union. Union representatives shall be given access to new employees at engagement and induction so as to facilitate the encouragement of union membership.

Any dispute arising under Clause 24 including claims that an employer has not met his obligations shall be dealt with in accordance with Clause 9 Grievance and Dispute Settlement Procedure.

24.2 Union Delegates

In establishing an appropriate relationship between ICC and the Union/s and as part of encouraging employees to join and remain members of the relevant Union the following shall apply:

- (a) A person elected or appointed as a union delegate shall, upon notification to ICC, be recognised as the accredited representative of the union. ICC will not unreasonably limit delegates attendance at Union meetings/conferences. The Union shall provide reasonable notice of proposed attendance and seek that the leave required to attend be approved.

- (b) A Union Delegate shall have the right to discuss work related matters which are of concern to any employee or to convey information relating to the workplace to employees, provided that the Union Delegate shall advise the supervisor and not unduly interfere with the work in progress.
- (c) A Union Delegate shall be allowed a reasonable period of time during work hours to consult with an authorised official of the Union provided that this does not unduly interfere with the work in progress.
- (d) ICC shall provide the Union Delegate with access to a telephone (where practicable) to contact the union official to progress enquires on behalf of a member on work related matters.
- (e) The Union Delegate shall be provided with suitable office facilities, such as word processor, telephone, email, internet access and photocopier and reasonable time to enable the Union Delegate to attend to union duties.
- (f) The Union Delegate shall have the right to place notices on notice boards at ICC's premises, provided that such notices are authorised by the Union and deal with legitimate union matters.
- (g) ICC shall advise new employees as to who the relevant Union Delegate/s are on site and allow the Union Delegate adequate time during induction sessions to discuss the role of the Union. If induction sessions are not held, where practicable ICC shall introduce the new employee to the relevant Union Delegate.
- (h) An ICC Union Delegate or elected workplace representative, with approval of the Union and ICC, shall be granted up to ten (10) days leave with pay each calendar year, non-cumulative, to attend approved union training courses/seminars, or other meetings agreed to by ICC which are designed to promote good industrial relations and industrial efficiency within the workplace.

PART 3 – REMUNERATION

25. Competency-based Classification Structures/Classification Issues

25.1 Competency-based Structures

ICC will review the existing competency-based structures in place as at the commencement of this Agreement. ICC is committed to the ongoing development of a no – disadvantage remuneration structure aligned to the Local Government Industry Award B and the Local Government Industry Award Stream C within eighteen (18) months of certification of this Agreement. The new classification levels are to be inserted within the next Certified Agreement after the expiration of this Agreement.

25.2 Classification Issues

A process of negotiation shall be established which enables an employee or group of employees to be reclassified if it can be determined that there has been a significant change in work value or skill requirement of their position.

A submission for the reclassification can be made by any party to this Agreement. The submission shall include:

- (a) who is affected;
- (b) what has changed;
- (c) the effects of tasks performed, identifying if there have been savings in time or money; and
- (d) what classification is considered appropriate.

Discussions shall take place between the relevant parties to this Agreement. These discussions shall commence within two (2) months from the date of submission.

If an agreement is not reached within two (2) months of the date of submission, then any party to the negotiation may enact the Grievance and Dispute Settlement Procedure at Clause 9.

26. Definitions for Classification Purposes

Articulated Vehicle shall mean a vehicle with three or more axles, comprising a power unit (called 'Truck Tractor', 'Prime Mover', etc.) and semi-trailer which is superimposed on the power unit and coupled together by means of a king pin revolving on a turntable and is articulated whether automatically detachable or permanently coupled.

Carpenter, Joiner, Shopfitter and Machinist shall mean an employee who has completed an apprenticeship or a recognised period of training under the *Vocational Education, Training and Employment Act 2000* (Qld), using tools or any machine or saw driven by power in the carpentry, joinery, or shopfitter trade.

Chainperson Grade I shall mean a Chainperson Grade II with at least eighteen (18) months' experience as such who has demonstrated to ICC the ability to carry out cross-sectioning and competently use clinometers and compasses.

Chainperson II shall mean a Surveyor's Labourer with at least six (6) months' experience who has satisfied ICC of being capable of carrying out all basic functions regarding measurements, marking of lines, placing of pegs, marking of trees and care of equipment.

Concrete Finisher means an employee other than a concrete floater engaged in the hand finishing of concrete or cement work not being a finish in marble, mosaic, or terrazzo.

Engineering/Production Employee Level I (C14) shall mean an employee who undertakes up to thirty-eight (38) hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.

- (a) An employee at this level performs routine duties essentially of a manual mature nature and to the level of their training;
- (b) Performs general labouring and cleaning duties;
- (c) Exercises minimal judgement;
- (d) Works under direct supervision; or
- (e) Is undertaking structured training so as to enable them to work at C13 level.

This classification level shall not apply to employees who have previously completed up to three (3) months employment at this level. Such employees shall be classified no lower than level C13.

Engineering/Production Employee Level II (C13) shall mean an employee who has completed up to three (3) months structured training or has equivalent experience so as to enable the employee to perform work within the scope of this level.

- (a) An employee at this level performs work above and beyond the skills of an employee at C14 and to the level of their training;
- (b) Works under direct supervision either individually or in a team environment;
- (c) Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
- (d) Understands and utilizes basic statistical process control and procedures.

Engineering/Production Employee Level III (C12) shall mean an employee who has completed a Production/Engineering Certificate I or equivalent training experience so as to enable the employee to perform

work within the scope of this level. An employee at this level performs work above and beyond the skills of an employee at C13 and to the level of their training:

- (a) Is responsible for the quality of their own work subject to routine supervision;
- (b) Works under routine supervision either individually or in a team environment;
- (c) Exercises discretion within their level of skills and training.

Engineering/Production Employee Level IV (C11) shall mean an employee who has completed a Production/Engineering Certificate II or equivalent training or experience so as to enable the employee to perform work within the scope of this level. An employee at this level performs work above and beyond the skills of an employee at C12 and to the level of their training:

- (a) Works from complex instructions and procedures;
- (b) Assist in the provision of on-the-job training to a limited degree;
- (c) Co-ordinates work in a team environment or works individually under general supervision;
- (d) As responsible for assuring the quality of their own work.

Engineering Tradesperson Level I (C10) shall mean an employee who holds a Trade Certificate or Tradesperson's Rights Certificate at:

- (a) Engineering Tradesperson (electrical/electronic) Level I; or
- (b) Engineering Tradesperson (mechanical) Level I; or
- (c) Engineering Tradesperson (fabrication/vehicle building) Level I; and
- (d) Is able to exercise the skills and knowledge of that trade.

Engineering Tradesperson Level II; Engineering Technician Level I (C9) shall mean an employee who is a:

- (a) Engineering Tradesperson (electrical/electronic) Level II; or
- (b) Engineering Tradesperson (mechanical) Level II; or
- (c) Engineering Tradesperson (fabrication/vehicle building) Level II; and

who has completed the following training requirement:

- (i) Three (3) appropriate modules in addition to the training requirements of C10 Level; or
- (ii) Three (3) appropriate modules towards an Advanced Certificate; or
- (iii) Three (3) appropriate modules towards an Associate Diploma; prescribed in the Implementation Manual.

Engineering Tradesperson Special Class Level I; Engineering Technician Level II (C8) means a:

- (a) Special Class Engineering Tradesperson (electrical/electronic) Level I; or
- (b) Special Class Engineering Tradesperson (mechanic) Level I; or
- (c) Special Class Engineering Tradesperson (fabrication/vehicle building) Level I; and

who has completed the following training requirement prescribed in the Implementation Manual:

- (i) Six (6) appropriate modules in addition to the training requirements of C10 level; or
- (ii) Six (6) appropriate modules towards an Advanced Certificate; or
- (iii) Six (6) appropriate modules towards an Associate Diploma.

Engineering Tradesperson – Special Class Level II; Engineering Technician – Level III (C7) shall mean a:

- (a) Special Class Engineering Tradesperson (electrical/electronic) Level II; or

- (b) Special Class Engineering Tradesperson (mechanical) Level II; or
- (c) Special Class Engineering Tradesperson (fabrication/vehicle building) Level II; and

who has completed the following training requirement prescribed in the Implementation Manual:

- (i) Three (3) appropriate modules in addition to the requirements of C8 level; or
- (ii) Nine (9) appropriate modules towards an Advanced Certificate; or
- (iii) Nine (9) appropriate modules towards an Associate Diploma.

Advanced Engineering Tradesperson Level I; Engineering Technician Level IV; Advanced Engineering Tradesperson Level I (C6) shall mean a:

- (a) Advanced Engineering Tradesperson (electrical/electronic) Level I; or
- (b) Advanced Engineering Tradesperson (mechanical) Level I; or
- (c) Advanced Engineering Tradesperson (fabrication/vehicle building) Level I; and

who has completed the following training requirement:

- (i) Twelve (12) appropriate modules of an Advanced Certificate; or
- (ii) Twelve (12) appropriate modules of an Associate Diploma; or
- (iii) Equivalent accredited training prescribed in the Implementation Manual.

G.C.M. (Gross Combination Mass) means the maximum permissible mass of a loaded vehicle combination (i.e. for the motor vehicle and trailer(s) attached to it) as stated in the certificate of resignation.

G.V.M. (Gross Vehicle Mass) means the maximum permissible mass of a loaded vehicle as stated in the certificate of registration.

Heavy Trailer shall mean a trailer having a loaded mass of 3.5 tonne or more.

Instrument Hand shall mean a Chainperson Grade I appointed as such by ICC, who is considered competent and is required by ICC to set up a theodolite and use the telescope of the theodolite to control the position of a person or an object in relation to a fixed line, set up a tripod fitted with a tribrach for use with prism targets associated with electronic distance measurement or total stations and operate electronic equipment to detect underground pipes and/or measure water depth, and who is responsible for the care of such equipment.


Joinery, Shopfitting, Workshop, factory or yard shall mean a factory, workshop, or yard where the employee is exclusively or mainly engaged in the manufacture of joinery, shopfitting.

Licensed drainer shall mean a person licensed as a drainer by the Plumbers and Drainers Examination and Licensing Board. A licensed drainer's duties shall include work in connection with the placing and packing of concrete used in pipe sewers and drains and also the work of filling and packing drives in tunnel work.

Live Sewer Work shall mean work carried out in situations where there is direct aerial connection with a sewer through which sewage is flowing. The term shall also include work in connection with septic tanks and cleaning of mechanical plant if such plant is contaminated with sewage. It shall not apply if the sewer or septic tank is blocked by a disk, plug, valve, water seal or other means. Live sewer work shall not include the pump out of septic or sewage holding tanks.

Low Loader means a vehicle consisting of a tandem drive prime mover and a gooseneck semi-trailer (not being a drop deck semi-trailer) with the loading area of the semi-trailer a maximum of one metre off the ground. The prime mover and gooseneck semi-trailer being designed and manufactured and plated to operate at the required mass limit.

Painter shall mean any employee who has completed an apprenticeship or recognised period of training under the *Vocational Education, Training and Employment Act 2000* (Qld), engaged in any manner whatsoever in connection with the painting of dwelling houses or other buildings of any nature, fences, bridges (whether construction of iron or wood, or partly of iron and partly wood), tanks for storage of oil, water or any similar



purpose (other than work performed on tanks in engineering shops), traffic lines (except for work performed for the Director General Department of Transport) or in connection with plastic relief and texture work, paperhanging, applying and/or fixing vinyl wall hangings and other similar flexible wall hangings or coverings, decorating, graining, marbling, gilding, sign writing, glazing, glass cutting (except when done by the shop salesperson, picture framers or furniture makers or in any factory or shop where the employer is exclusively or mainly engaged in manufacture of joinery for sale), kalsomining, distemping, colour washing, lime washing, staining, varnishing, stripping off old paper, removing old paint or varnish and the preparing and the getting ready of all work connected with any of the abovenamed branches of the trade and the preparation of all the materials required for any of the said branches of the trade.

Plumber shall mean an employee who has completed a full term of apprenticeship competent in gas fitting, gas service work, all branches of lead work, including sanitary work, hot and cold water appliances and services or who works or fixes galvanised iron or zinc or other metal used for similar purposes, in connection with buildings, who makes baths, tanks and all other articles made of galvanised iron or zinc or other metal used for similar purposes in or in connection with a plumber's shop or usually fixed in a building in the course of erection, alteration, or repair, who is engaged in the installation and (or) repair of soda and cordial fountains and accessories thereto, and/or the fixing of cement and/or fibro cement guttering and/or down pipes and/or articles made of any other material which supersedes the material usually fixed by plumbers in connection with buildings and not covered by any other Award or who is engaged in any of the aforementioned classes of work.

Signwriting shall include lettering of every description, size or shape, applied by brush or any other like means, on any surface or material (which, without limiting its meaning, shall include stone, wood, iron, metal, brick, cement, plain or fancy glass, canvas, paper, calico, sheeting, bunting, silk, satin, and wire blinds) designing and laying-out for windows, posters, show windows, theatre displays, honour rolls, illuminate addresses, neon signs, stencils, display banners, and cut out displays of all descriptions, either pictorial, scenic of lettering (where such designing is not done by an architect or architectural draftsman) using Scotchlite or any other similar materials (whether luminous or otherwise) together with all the processes concerned therewith, traffic signs and/or symbols all pictorial work in connection with any signs of advertisements generally performed by a sign writer. The term does not include any work done by a commercial artist or 'ticket writing' as done by shop assistants under the *Retail Industry Interim Award – State*.

Tip Master shall mean an employee who, in addition to the duties of a tip attendant is responsible for the day to day operation of a refuse tip. The duties of this position will include responsibility for opening and closing of gates, weighing of commercial loads, collection and remittance of fees and direction of other employees and members of the public in relation to the position and management of the tip face and surrounds.

27. Salary Classifications

27.1 Characteristics of Classification Levels

Grade 6 (92.5%)

At this grade, employees perform a range of basic tasks in accordance with specific guidelines and procedures. Work would be performed under regular supervision. Activities normally associated with this grade would include:

- Cleaning
- Attending carparks and bus depots (gatekeeper)
- Assisting engineering tradespeople as fitters assistant C13.

Grade 7 (95%)

At this grade, employees perform a range of basic field tasks or assistance in accordance with specific guidelines and procedures. Work would be performed under regular supervision. Activities normally associated with this grade would include:

- Basic field labouring tasks (first six (6) months)

Grade 8 (97.5%)

At this grade, employees perform a range of tasks involving general skills. Work would be performed under regular supervision. Activities normally associated with this grade would include:

- Cleaning where the employee holds a trade certificate
- Field labouring tasks (after six (6) months experience and training)
- Driving of rigid motor vehicles up to 4.5 tonnes GVM, with or without towing a trailer
- Basic operational or maintenance tasks associated with swimming pools (pool lifeguard)
- Assisting engineering tradespeople as fitters assistant C12.

Grade 9 (100%)

At this grade, employees would perform a range of tasks involving general skills at a higher level of competence than Grade 8 typically, industry experience enables the application of such general skills to be requirements of the work. Work would be performed under regular supervision. Activities normally associated with this grade would include:

- Surveyors Chainsperson Grade II
- Overseeing operational or maintenance tasks associated with swimming pools (pool caretaker)
- Experienced field labouring tasks including:
 - Bitumen, asphalt, concrete and linemarking work
 - Operation of a variety of handheld power tools or machinery (including motor mowers, chainsaws)
 - General gardening duties (including assisting in plant nurseries)
 - Spraying of herbicides and pesticides
 - Assisting with pipelaying and/or formsetting.
- Driving of:
 - Motor buses not exceeding 12 seats
 - Rigid motor vehicles exceeding 4.5 tonnes GVM up to 8 tonnes GVM, with or without towing a trailer (including street sweepers, litter collection truck).
- Assisting rubbish or sanitary vehicle
- Servicing of plant, machinery, and vehicles.

Grade 10 (102.5%)

At this grade, employees perform a broad range of tasks requiring developed industry skills. Employees would exercise a broad knowledge of construction and/or maintenance activities and either individually or as part of a team be able to undertake a substantial proportion of typical projects. The work would be performed under general supervision. Activities normally associated with this grade would include:

- Surveyors Chainsperson Grade I
- Advanced field labouring tasks including:
 - Pipelaying, concrete finishing, scaffolding, asphalt paving and asphalt production
 - Skilled gardening work
 - Grave digging.
- Driving of:
 - A rigid motor vehicle exceeding 8 tonnes GVM up to 15 tonnes GVM with or without towing a trailer (including street flusher)
 - A motor bus exceeding 12 seats
- Patrolling and/or maintaining parking meters
- Store operations

- Assisting engineering tradespeople as fitters assistant C11.

Grade 11 (105%)

- Specialised field labouring tasks including:
 - Dogger (sling loads, selects, and inspects lifting gear, directs crane/hoist operator)
- Driving of:
 - A rigid motor vehicle exceeding 15 tonnes GVM up to 25 tonnes GVM with or without towing a trailer
 - A rigid motor vehicle, which incorporates bitumen patching equipment, exceeding 8 tonnes GVM and up to 15 tonnes GVM with or without towing a trailer.
- Operation of light mechanical plant such as:
 - Powered vibrating road roller up to 4 tonnes
 - Pneumatic tyred, powered road roller up to 8 tonnes
 - Steel wheeled, powered road roller up to 8 tonnes
 - Pile driving machine
 - Pneumatic tyred tractor without attachments up to 70 KW
 - Pneumatic tyred tractor with attachments up to 35 KW (including ride-on mower)
 - Crawler tractor without attachments up to 4,545.45 kg
 - Crawler tractor with attachments up to 2,727.27 kg
- Animal control including impounding
- Overseeing of refuse tip operations (tip master)
- Qualified building tradesperson (e.g. carpenter & joiner, plumber, painter, Signwriter)

Grade 12 (107%)

At this grade, employees perform more highly skilled and, often, specialised tasks. In some cases, these tasks would require formal training and involve the holding of an appropriate authority. A sound knowledge of Council's policies and practices relevant to the area of work would also be a feature. The work would be performed under general supervision. Activities normally associated with this grade would include:

- Surveyor's Instrument Hand
- Driving of:
 - A rigid motor vehicle exceeding 25 tonne GVM with or without towing a trailer
 - A rigid motor vehicle and heavy trailer combination not exceeding 22.5 tonne GCM
 - An articulated vehicle (with 3 axles) not exceeding 24 tonne GCM
 - A rigid motor vehicle exceeding 15 tonnes GVM up to 25 tonnes GVM which includes watering equipment associated with road construction and maintenance.
- Operation of small mechanical plant such as:
 - Motor grader up to 35 KW
 - Scraper loader up to 10 cubic metre capacity
 - Excavator up to 0.5 cubic metre capacity
 - Medium self-propelled equipment (e.g. whilst operating kerbmaker or linemarking machine)
 - Front end or overhead loader up to 2.25 cubic metre capacity
 - Pneumatic tyred tractor without attachments over 70 KW
 - Pneumatic tyred tractor with attachments from 35 KW to 110 KW
 - Crawler tractor without attachments over 4,545.45 kg
 - Crawler tractor with attachments from 2,727.27 to 18,181.82 kg

- Powered vibrating road roller over 4 tonnes
- Pneumatic tyred, powered road roller over 8 tonnes and up to 20 tonnes
- Steel wheeled, powered road roller over 8 tonnes
- Mobile crane up to 15 tonnes capacity
- Skid steer loader exceeding 2,000cc
- Forklifts and hydraulic mobile platforms
- General local laws enforcement (with relevant experience)

Grade 13 (110%)

At this grade, employees perform more highly skilled and, often, specialised tasks similar to those of Grade 12 with a greater degree of competence or task at the engineering trade or equivalent level. In some cases, these tasks would require formal training and involve the holding of an appropriate authority. A sound knowledge of Council's policies and practises relevant to the area of work would also be a feature. The work would be performed under general supervision. Activities normally associated with this grade would include:

- Form setting (requiring trade grade skills)
- Bridge carpentry
- Horticulturalist (trade qualified)
- Leading a work crew performing general cleaning duties
- Driving of:
 - A rigid vehicle and heavy trailer combination exceeding 22.5 tonnes and up to 42.5 tonnes GCM
 - An articulated vehicle exceeding 24 tonnes and up to 42.5 tonnes GCM
 - A rigid motor vehicle as defined in Grade 12 as well as organising, scheduling, and completion of associated documentation in conjunction with the vehicles functional activities (e.g. Refuelling truck driver).
- Operation of medium mechanical plant such as:
 - Motor grader exceeding 35 KW and up to 74.6 KW
 - Scraper loader exceeding 10 cubic metres and up to 18 cubic metre capacity
 - Excavator exceeding 0.5 cubic metre and up to 2.25 cubic metre capacity
 - Front end or overhead loader exceeding 2.25 cubic metres and up to 4.5 cubic metre capacity
 - Pneumatic tyred, powered road roller over 20 tonnes
 - Crawler tractor with attachments from 18,181.82 kg to 36,363.64 kg
 - Mobile crane exceeding 15 tonnes and up to 40 tonnes capacity
- Qualified engineering tradesperson C10 (e.g. mechanics, electrical fitter, diesel fitter, boilermaker)

Grade 14

At this grade, employees perform more highly skilled and, often, specialised tasks similar to those of Grade 13 with a greater degree of competence. In some cases, these tasks would require formal training and involve the holding of an appropriate authority. A sound knowledge of Council's policies and practices relevant to the area of work, and supervision or direction or direction of other employees would also be a feature of this level. The work would be performed under limited supervision. Activities normally associated with this grade would include:

- Assistant Pound Supervisor
- Driving of:
 - A rigid vehicle and heavy trailer combination exceeding 42.5 tonne GCM
 - An articulated vehicle exceeding 42.5 tonnes GCM
 - A low loader not exceeding 43 tonnes GCM
- Operation of large mechanical plant such as:

- Motor grader exceeding 74.6 KW
- Scraper loader exceeding 18 cubic metre capacity
- Front end or overhead loader exceeding 2.25 cubic metre capacity
- Crawler tractor with attachments exceeding 36,363.64 kg
- Mobile crane exceeding 40 tonnes capacity
- Asphalt spreader/tamper
- Plant operators who have had a backhoe competency certificate and who use their skills for operation of a backhoe for 50% or more of their time.

Grade 15 (115%)

At this grade, employees perform work at an advanced trade or equivalent level. This would generally involve the selection and application of appropriate skills to suit varying demands of the work. The work would be performed under limited supervision. Activities normally associated with this grade would include:

- Qualified engineering tradesperson (e.g. mechanics, electrical fitter, diesel fitter)

Grade 16 (117.5%)

At this grade, employees would lead and direct other employees in the performance of a specific function of Council's operations. This would generally involve the selection and application of appropriate skills to suit varying demands of the work. The work would be performed under limited supervision. Activities normally associated with this grade would include:

- Final trim grader operator on asphalt work
- Leading a work crew performing
 - Maintenance activities, implementation of pavement (other than bitumen or asphalt), concrete maintenance (not requiring the use of self-propelled plant with operators)
 - Maintenance activities, edge repair, pot hole repair, and minor failure repair (not requiring the use of self-propelled plant with operators)
 - Flora control involving the use of herbicides
- Operational input for telemetry installations
- Park maintenance
- Nursery operations
- Cemetery operations
- Depot and amenity cleaning.


Grade 17 (120%)

At this grade, employees perform work at a highly developed trade or equivalent level. This would generally involve the selection and application of appropriate skills to suit varying demands of the work. Supervision or direction of other employees would often be a feature of this grade. The work would be performed under limited supervision. Activities normally associated with this grade would include:

- Qualified engineering tradesperson C8 (e.g. mechanics, electrical fitter, diesel fitter)
- Leading a work crew performing:
 - Roads and drainage routine maintenance, including the use of self-propelled plant and plant operators
 - Roads and drainage gravel maintenance, including the use of self-propelled plant and plant operators
 - Erection and maintenance of road signage

Grade 18 (122.5%)

At this grade, employees would lead and direct other employees in the performance of a specialised function of Council's operations. This would generally involve the selection and application of appropriate skills to suit



varying demands of the work. The work would be performed under limited supervision. Activities normally associated with this grade would include:

- Pound supervisor
- Leading a work crew performing:
 - Contract maintenance activities for the Main Roads Dept
 - Road failure repairs, including the use of self-propelled plant and plant operators
 - Line marking works, capital construction and maintenance activities
 - Building trade activities

Grade 19 (125%)

At this grade, employees would lead and direct other employees in the performance of a specialised function of Council's operations. This would generally involve the selection and application of appropriate skills to suit varying demands of the work. The work would be performed under limited supervision. Activities normally associated with this grade would include leading a work crew performing:

- Concrete capital construction works
- Bridge construction and maintenance

Grade 20 (127.5%)

At this grade, employees would lead and direct other employees in the performance of a substantial function of Council's operations. This would generally involve the selection and application of appropriate skills to suit varying demands of the work. The work would be performed under limited supervision. Activities normally associated with this grade would include leading a work crew performing:

- Roads and drainage capital construction works
- Mechanical repairs to mobile plant and associated equipment
- Steel fabrication
- Construction activities

Grade 21 (130%)

At this grade, employees would oversee groups of other employees in the performance of a substantial function of Council's operations. This would generally involve the selection and application of appropriate skills to suit varying demands of work. The work would be performed under limited supervision. Activities normally associated with this grade would include, for example, overseeing work crews performing refuse collection.

Grade 22 (132.5%)

At this grade, employees would oversee groups of other employees in the conduct of work on significant projects. This would generally involve the selection and application of appropriate skills to suit varying demands of the work. The work would be performed under limited supervision. Activities normally associated with this grade would include overseeing work crews performing:

- Roadwork construction
- Stormwater drainage construction
- Electrical and/or electronic work

27.2 Multitasking

(a) Truck Drivers:

Truck drivers who have a relevant competency certificate to operate loading equipment and who are required to use same will be paid for such work in accordance with the higher duties provisions, at one (1) level higher than their existing classification.

(b) Plant Operators:

It is agreed that if an employee holds the required Certificate of Competency to operate three separate items of plant and is required to operate that plant on any one day, then ICC will pay that employee at a classification two (2) levels above the existing grade specified for the highest classified item of plant.

(c) Competency Structure:

Clauses (a) and (b) shall not apply where the employee receives a higher-grade rate than that prescribed in this Agreement, as a result of the implementation of a Competency-Based Structure agreement pursuant to Clause 25.1.

27.3 Progression Between Levels

Progression from one grade to another will occur through appointment to a position that primarily requires the exercise of skills and responsibilities characteristic of the relevant section of the Award, unless otherwise provided for under a Competency-Based Agreement.

27.4 Progression – Engineering

Automatic progression from one wage grade to another for those employees, employed as an Engineering Tradesperson under this Agreement, will occur following successful completion of the requirements for that classification, as detailed in this Clause.

27.5 Juniors

Junior employees, who perform duties other than those expected of an adult, shall be paid the following percentages of the rate for that grade of employee:

Under 18	60%
18 to 19	75%

Junior rates shall not apply to cleaners, and employees engaged at Cemeteries.

27.6 Apprentices

Apprentice employees shall be paid the following percentages of the minimum adult rate of the Tradesperson's Grade:

	Completed Year 10 or less	Completed Year 11	Completed Year 12	Adult (i.e. over 21 years of age)
Stage 1	40% of the C10 trades rate	47.4% of the C10 trades rate	50.7% of the C10 trades rate	75% of the C10 trades rate
Stage 2	55% of the C10 trades rate	55% of the C10 trades rate	58.8% of the C10 rate	80% of the C10 trades rate
Stage 3	75% of the C10 trades rate	75% of the C10 trades rate	75% of the C10 rate	84% of the C10 trades rate
Stage 4	90% of the C10 trades rate	90% of the C10 trades rate	90% of the C10 trades rate	90% of the C10 trades rate

27.7 Nominated Relief Personnel

27.7.1 Remuneration

Where an employee is appointed by ICC to be a nominated relief person for another section of employees, that employee shall be paid the greater of:

- (a) the grade applicable to the normal classification of that employee; or
- (b) at a grade equal to or immediately above the mean of the grade applicable to the normal classification of that employee and the grade for the applicable group of employees for which the employee is the nominated relief person.

Provided that the period where such relief is undertaken shall not exceed 45% per cent of the annual work time.

27.7.2 Conditions

Nominated relief personnel shall undertake any relief deemed necessary by ICC Management. If such relief requires the immediate transfer to a different depot because of a non-prearranged absence, the appropriate notice in accordance with Clause 17.3 shall not apply. However, payment for employees using their own vehicles applies for the initial day of such relief if necessary. If transport is provided by ICC, then only time spent travelling outside of ordinary hours shall be paid by ICC at ordinary rates.

28. Salary

The salary scale of Table 1 applies to employees working a thirty-eight (38) hour week all of whom are classified in terms of the definition criteria and characteristics set out in this Agreement. The salaries in Table 1 are reflective of the wage increases in Clause 28.1.

28.1 Salary Increase

Employees covered by this Agreement will be granted the following pay increases:

- (a) An increase of 2.5%, commencing from the first full pay period on or after 1 December 2021;
- (b) An increase of 3.5%, commencing from the first full pay period on or after 1 October 2022;
- (c) An increase of 3.5%, commencing from the first full pay period on or after 1 October 2023.

Council is also committed to increasing the company payment of superannuation for all employees over the life of this agreement. The increases will be paid as follows;

- (a) An increase of 0.25% on 1 October 2022
- (b) An increase of 0.25% on 1 October 2023

28.2 Annualisation of Allowances

Annualisation of allowances is reflected in Table 1 in accordance with the following legend:

- (a) Includes Annualisation of Engineering Trades Tool Allowance
- (b) Includes Annualisation of Plumber, Gasfitter, Carpenter, Joiner and Form Setter Tool Allowance
- (c) Includes Annualisation of Plaster and Tiler Tool Allowance
- (d) Includes Annualisation of Bricklayer Tool Allowance

- (e) Includes Annualisation of Signwriter, Painter, Glazier and Licensed Drainer Tool Allowance
- (f) Includes Annualisation of Plumber, Gasfitter, Carpenter, Joiner and Form Setter Tool Allowance plus Annualisation of Fares and Travel Allowance
- (g) Includes Annualisation of Fares and Travel Allowance
- (h) Includes Annualisation of Plaster & Tiler Tool Allowance, plus Annualisation of Fares and Travel Allowance
- (i) Includes Annualisation of Signwriter, Painter, Glazier and Licensed Drainer Tool Allowance, plus Annualisation of Fares and Travel Allowance.

Table 1 – 38 Hour Work

During the life of the agreement, no employee will be disadvantaged as a result of the transition process to the new proposed classification structure as outlined in the table below.

Existing Pay Rate

GRADE	2.5% increase commencing from first pay of December 2021		3.5% increase commencing from first pay period on or after 1 October 2022		3.5% increase commencing from first pay period on or after 1 October 2023	
	PER ANNUM	PER WEEK	PER ANNUM	PER WEEK	PER ANNUM	PER WEEK
Grade 6	\$55,208	\$1,062	\$57,140	\$1,099	\$59,140	\$1,137
Grade 7	\$56,011	\$1,077	\$57,972	\$1,115	\$60,001	\$1,154
Grade 8	\$56,815	\$1,093	\$58,803	\$1,131	\$60,861	\$1,170
Grade 9	\$57,619	\$1,108	\$59,636	\$1,147	\$61,723	\$1,187
Grade 10	\$58,484	\$1,125	\$60,531	\$1,164	\$62,650	\$1,205
Grade 10(a)	\$59,473	\$1,144	\$61,554	\$1,184	\$63,708	\$1,225
Grade 10(b)	\$59,659	\$1,147	\$61,747	\$1,187	\$63,908	\$1,229
Grade 10(c)	\$59,473	\$1,144	\$61,554	\$1,184	\$63,708	\$1,225
Grade 10(d)	\$59,351	\$1,141	\$61,428	\$1,181	\$63,578	\$1,223
Grade 10(e)	\$58,793	\$1,131	\$60,851	\$1,170	\$62,981	\$1,211
Grade 10(f)	\$62,255	\$1,197	\$64,434	\$1,239	\$66,690	\$1,282
Grade 10(g)	\$60,895	\$1,171	\$63,027	\$1,212	\$65,233	\$1,254
Grade 10(h)	\$62,008	\$1,192	\$64,179	\$1,234	\$66,425	\$1,277
Grade 10(i)	\$61,204	\$1,177	\$63,346	\$1,218	\$65,563	\$1,261
Grade 11	\$59,351	\$1,141	\$61,428	\$1,181	\$63,578	\$1,223
Grade 11(a)	\$60,462	\$1,163	\$62,578	\$1,203	\$64,768	\$1,246
Grade 11(b)	\$60,648	\$1,166	\$62,771	\$1,207	\$64,968	\$1,249
Grade 11(c)	\$60,400	\$1,162	\$62,514	\$1,202	\$64,702	\$1,244
Grade 11(d)	\$60,277	\$1,159	\$62,387	\$1,200	\$64,570	\$1,242
Grade 11(e)	\$59,659	\$1,147	\$61,747	\$1,187	\$63,908	\$1,229
Grade 11(f)	\$63,306	\$1,217	\$65,522	\$1,260	\$67,815	\$1,304
Grade 11(g)	\$61,884	\$1,190	\$64,050	\$1,232	\$66,292	\$1,275

	2.5% increase commencing from first pay of December 2021		3.5% increase commencing from first pay period on or after 1 October 2022		3.5% increase commencing from first pay period on or after 1 October 2023	
GRADE	PER ANNUM	PER WEEK	PER ANNUM	PER WEEK	PER ANNUM	PER WEEK
Grade 11(h)	\$63,058	\$1,213	\$65,265	\$1,255	\$67,549	\$1,299
Grade 11(i)	\$62,255	\$1,197	\$64,434	\$1,239	\$66,690	\$1,282
Grade 12	\$60,277	\$1,159	\$62,387	\$1,200	\$64,570	\$1,242
Grade 12(a)	\$61,452	\$1,182	\$63,603	\$1,223	\$65,829	\$1,266
Grade 12(b)	\$61,637	\$1,185	\$63,795	\$1,227	\$66,027	\$1,270
Grade 12(c)	\$61,390	\$1,181	\$63,539	\$1,222	\$65,763	\$1,265
Grade 12(d)	\$61,266	\$1,178	\$63,411	\$1,219	\$65,630	\$1,262
Grade 12(e)	\$60,648	\$1,166	\$62,771	\$1,207	\$64,968	\$1,249
Grade 12(f)	\$64,357	\$1,238	\$66,609	\$1,281	\$68,940	\$1,326
Grade 12(g)	\$62,935	\$1,210	\$65,138	\$1,253	\$67,418	\$1,296
Grade 12(h)	\$64,111	\$1,233	\$66,355	\$1,276	\$68,677	\$1,321
Grade 12(i)	\$63,245	\$1,216	\$65,458	\$1,259	\$67,749	\$1,303
Grade 13	\$61,328	\$1,179	\$63,474	\$1,221	\$65,696	\$1,263
Grade 13(a)	\$62,502	\$1,202	\$64,690	\$1,244	\$66,954	\$1,288
Grade 13(b)	\$62,688	\$1,206	\$64,882	\$1,248	\$67,153	\$1,291
Grade 13(c)	\$62,440	\$1,201	\$64,625	\$1,243	\$66,887	\$1,286
Grade 13(d)	\$62,255	\$1,197	\$64,434	\$1,239	\$66,690	\$1,282
Grade 13(e)	\$61,637	\$1,185	\$63,795	\$1,227	\$66,027	\$1,270
Grade 13(f)	\$65,532	\$1,260	\$67,826	\$1,304	\$70,200	\$1,350
Grade 13(g)	\$63,987	\$1,231	\$66,226	\$1,274	\$68,544	\$1,318
Grade 13(h)	\$65,223	\$1,254	\$67,506	\$1,298	\$69,868	\$1,344
Grade 13(i)	64,357	\$1,238	\$66,609	\$1,281	\$68,940	\$1,326
Grade 14	\$62,317	\$1,198	\$64,498	\$1,240	\$66,755	\$1,284
Grade 14(a)	\$63,553	\$1,222	\$65,777	\$1,265	\$68,080	\$1,309
Grade 14(b)	\$63,739	\$1,226	\$65,969	\$1,269	\$68,278	\$1,313
Grade 14(c)	\$63,493	\$1,221	\$65,715	\$1,264	\$68,015	\$1,308
Grade 14(d)	\$63,306	\$1,217	\$65,522	\$1,260	\$67,815	\$1,304
Grade 14(e)	\$62,626	\$1,204	\$64,818	\$1,247	\$67,087	\$1,290
Grade 14(f)	\$66,707	\$1,283	\$69,042	\$1,328	\$71,458	\$1,374
Grade 14(g)	\$65,099	\$1,252	\$67,377	\$1,296	\$69,735	\$1,341
Grade 14(h)	\$66,396	\$1,277	\$68,720	\$1,322	\$71,126	\$1,368
Grade 14(i)	\$65,471	\$1,259	\$67,762	\$1,303	\$70,134	\$1,349
Grade 15	\$62,751	\$1,207	\$64,947	\$1,249	\$67,220	\$1,293
Grade 15(a)	\$63,987	\$1,231	\$66,226	\$1,274	\$68,544	\$1,318
Grade 15(b)	\$64,172	\$1,234	\$66,418	\$1,277	\$68,743	\$1,322
Grade 15(c)	\$63,924	\$1,229	\$66,161	\$1,272	\$68,477	\$1,317
Grade 15(d)	\$63,739	\$1,226	\$65,969	\$1,269	\$68,278	\$1,313

	2.5% increase commencing from first pay of December 2021		3.5% increase commencing from first pay period on or after 1 October 2022		3.5% increase commencing from first pay period on or after 1 October 2023	
GRADE	PER ANNUM	PER WEEK	PER ANNUM	PER WEEK	PER ANNUM	PER WEEK
Grade 15(e)	\$63,058	\$1,213	\$65,265	\$1,255	\$67,549	\$1,299
Grade 15(f)	\$67,263	\$1,294	\$69,617	\$1,339	\$72,053	\$1,386
Grade 15(g)	\$65,654	\$1,263	\$67,952	\$1,307	\$70,331	\$1,353
Grade 15(h)	\$67,015	\$1,289	\$69,360	\$1,334	\$71,788	\$1,381
Grade 15(i)	\$66,089	\$1,271	\$68,402	\$1,315	\$70,796	\$1,361
Grade 16	\$63,800	\$1,227	\$66,033	\$1,270	\$68,344	\$1,314
Grade 16(a)	\$65,160	\$1,253	\$67,441	\$1,297	\$69,801	\$1,342
Grade 16(b)	\$65,347	\$1,257	\$67,634	\$1,301	\$70,001	\$1,346
Grade 16(c)	\$65,099	\$1,252	\$67,377	\$1,296	\$69,735	\$1,341
Grade 16(d)	\$64,914	\$1,248	\$67,186	\$1,292	\$69,538	\$1,337
Grade 16(e)	\$64,172	\$1,234	\$66,418	\$1,277	\$68,743	\$1,322
Grade 16(f)	\$68,499	\$1,317	\$70,896	\$1,363	\$73,378	\$1,411
Grade 16(g)	\$66,893	\$1,286	\$69,234	\$1,331	\$71,657	\$1,378
Grade 16(h)	\$68,191	\$1,311	\$70,578	\$1,357	\$73,048	\$1,405
Grade 16(i)	\$67,263	\$1,294	\$69,617	\$1,339	\$72,053	\$1,386
Grade 17	\$64,976	\$1,250	\$67,250	\$1,293	\$69,604	\$1,339
Grade 17(a)	\$66,335	\$1,276	\$68,657	\$1,320	\$71,060	\$1,367
Grade 17(b)	\$66,583	\$1,280	\$68,913	\$1,325	\$71,325	\$1,372
Grade 17(c)	\$66,274	\$1,275	\$68,594	\$1,319	\$70,995	\$1,365
Grade 17(d)	\$66,089	\$1,271	\$68,402	\$1,315	\$70,796	\$1,361
Grade 17(e)	\$65,347	\$1,257	\$67,634	\$1,301	\$70,001	\$1,346
Grade 17(f)	\$69,674	\$1,340	\$72,113	\$1,387	\$74,637	\$1,435
Grade 17(g)	\$68,067	\$1,309	\$70,450	\$1,355	\$72,915	\$1,402
Grade 17(h)	\$69,427	\$1,335	\$71,857	\$1,382	\$74,372	\$1,430
Grade 17(i)	\$68,499	\$1,317	\$70,896	\$1,363	\$73,378	\$1,411
Grade 18	\$66,150	\$1,272	\$68,466	\$1,317	\$70,862	\$1,363
Grade 18(a)	\$67,573	\$1,299	\$69,938	\$1,345	\$72,386	\$1,392
Grade 18(b)	\$67,757	\$1,303	\$70,128	\$1,349	\$72,583	\$1,396
Grade 18(c)	\$67,511	\$1,298	\$69,873	\$1,344	\$72,319	\$1,391
Grade 18(d)	\$67,325	\$1,295	\$69,681	\$1,340	\$72,120	\$1,387
Grade 18(e)	\$66,583	\$1,280	\$68,913	\$1,325	\$71,325	\$1,372
Grade 18(f)	\$70,912	\$1,364	\$73,393	\$1,411	\$75,962	\$1,461
Grade 18(g)	\$69,303	\$1,333	\$71,729	\$1,379	\$74,239	\$1,428
Grade 18(h)	\$70,601	\$1,358	\$73,072	\$1,405	\$75,630	\$1,454
Grade 18(i)	\$69,674	\$1,340	\$72,113	\$1,387	\$74,637	\$1,435
Grade 19	\$67,387	\$1,296	\$69,745	\$1,341	\$72,186	\$1,388
Grade 19(a)	\$68,747	\$1,322	\$71,153	\$1,368	\$73,643	\$1,416

	2.5% increase commencing from first pay of December 2021		3.5% increase commencing from first pay period on or after 1 October 2022		3.5% increase commencing from first pay period on or after 1 October 2023	
GRADE	PER ANNUM	PER WEEK	PER ANNUM	PER WEEK	PER ANNUM	PER WEEK
Grade 19(b)	\$68,994	\$1,327	\$71,409	\$1,373	\$73,908	\$1,421
Grade 19(c)	\$68,685	\$1,321	\$71,089	\$1,367	\$73,577	\$1,415
Grade 19(d)	\$68,499	\$1,317	\$70,896	\$1,363	\$73,378	\$1,411
Grade 19(e)	\$67,757	\$1,303	\$70,128	\$1,349	\$72,583	\$1,396
Grade 19(f)	\$72,085	\$1,386	\$74,608	\$1,435	\$77,219	\$1,485
Grade 19(g)	\$70,477	\$1,355	\$72,944	\$1,403	\$75,497	\$1,452
Grade 19(h)	\$71,837	\$1,381	\$74,351	\$1,430	\$76,954	\$1,480
Grade 19(i)	\$70,849	\$1,362	\$73,329	\$1,410	\$75,895	\$1,460
Grade 20	\$68,561	\$1,318	\$70,961	\$1,365	\$73,444	\$1,412
Grade 20(a)	\$69,983	\$1,346	\$72,432	\$1,393	\$74,967	\$1,442
Grade 20(b)	\$70,169	\$1,349	\$72,625	\$1,397	\$75,167	\$1,446
Grade 20(c)	\$69,921	\$1,345	\$72,369	\$1,392	\$74,902	\$1,440
Grade 20(d)	\$69,735	\$1,341	\$72,176	\$1,388	\$74,702	\$1,437
Grade 20(e)	\$68,933	\$1,326	\$71,346	\$1,372	\$73,843	\$1,420
Grade 20(f)	\$73,321	\$1,410	\$75,888	\$1,459	\$78,544	\$1,510
Grade 20(g)	\$71,653	\$1,378	\$74,160	\$1,426	\$76,756	\$1,476
Grade 20(h)	\$73,013	\$1,404	\$75,568	\$1,453	\$78,213	\$1,504
Grade 20(i)	\$72,085	\$1,386	\$74,608	\$1,435	\$77,219	\$1,485
Grade 21	\$69,797	\$1,342	\$72,240	\$1,389	\$74,769	\$1,438
Grade 21(a)	\$71,158	\$1,368	\$73,648	\$1,416	\$76,226	\$1,466
Grade 21(b)	\$71,406	\$1,373	\$73,905	\$1,421	\$76,491	\$1,471
Grade 21(c)	\$71,096	\$1,367	\$73,584	\$1,415	\$76,160	\$1,465
Grade 21(d)	\$70,912	\$1,364	\$73,393	\$1,411	\$75,962	\$1,461
Grade 21(e)	\$70,169	\$1,349	\$72,625	\$1,397	\$75,167	\$1,446
Grade 21(f)	\$74,497	\$1,433	\$77,104	\$1,483	\$79,803	\$1,535
Grade 21(g)	\$72,890	\$1,402	\$75,441	\$1,451	\$78,081	\$1,502
Grade 21(h)	\$74,249	\$1,428	\$76,848	\$1,478	\$79,537	\$1,530
Grade 21(i)	\$73,260	\$1,409	\$75,824	\$1,458	\$78,478	\$1,509
Grade 22	\$70,972	\$1,365	\$73,456	\$1,413	\$76,027	\$1,462
Grade 22(a)	\$72,395	\$1,392	\$74,929	\$1,441	\$77,551	\$1,491
Grade 22(b)	\$72,579	\$1,396	\$75,119	\$1,445	\$77,749	\$1,495
Grade 22(c)	\$72,332	\$1,391	\$74,864	\$1,440	\$77,484	\$1,490
Grade 22(d)	\$72,148	\$1,387	\$74,673	\$1,436	\$77,286	\$1,486
Grade 22(e)	\$71,343	\$1,372	\$73,840	\$1,420	\$76,424	\$1,470
Grade 22(f)	\$75,733	\$1,456	\$78,384	\$1,507	\$81,127	\$1,560
Grade 22(g)	\$74,063	\$1,424	\$76,656	\$1,474	\$79,339	\$1,526
Grade 22(h)	\$75,424	\$1,450	\$78,063	\$1,501	\$80,796	\$1,554

	2.5% increase commencing from first pay of December 2021		3.5% increase commencing from first pay period on or after 1 October 2022		3.5% increase commencing from first pay period on or after 1 October 2023	
GRADE	PER ANNUM	PER WEEK	PER ANNUM	PER WEEK	PER ANNUM	PER WEEK
Grade 22(i)	\$74,497	\$1,433	\$77,104	\$1,483	\$79,803	\$1,535
Grade 23	\$72,209	\$1,389	\$74,737	\$1,437	\$77,352	\$1,488
Grade 23(a)	\$73,568	\$1,415	\$76,143	\$1,464	\$78,808	\$1,516
Grade 23(b)	\$73,816	\$1,420	\$76,400	\$1,469	\$79,074	\$1,521
Grade 23(c)	\$73,508	\$1,414	\$76,081	\$1,463	\$78,743	\$1,514
Grade 23(d)	\$73,321	\$1,410	\$75,888	\$1,459	\$78,544	\$1,510
Grade 23(e)	\$72,579	\$1,396	\$75,119	\$1,445	\$77,749	\$1,495
Grade 23(f)	\$76,907	\$1,479	\$79,599	\$1,531	\$82,384	\$1,584
Grade 23(g)	\$75,300	\$1,448	\$77,935	\$1,499	\$80,663	\$1,551
Grade 23(h)	\$76,660	\$1,474	\$79,343	\$1,526	\$82,120	\$1,579
Grade 23(i)	\$75,671	\$1,455	\$78,319	\$1,506	\$81,060	\$1,559

Proposed Pay Rate

Current Pay Scale Level	Proposed New Level	Rate at October 2021	New Amount	2.5% increase commencing from first pay period on or after 1 December 2021	3.5% increase commencing from first pay period on or after 1 October 2022	3.5% increase commencing from first pay period on or after 1 October 2023
Grade 7	1.1	\$54,645	\$54,645	\$56,011	\$57,971	\$60,000
Grade 8	1.2 (after 6 months)	\$55,429	\$55,429	\$56,815	\$58,804	\$60,862
Grade 9	2	\$56,214	\$56,214	\$57,619	\$59,636	\$61,723
Grade 10	3	\$57,058	\$57,058	\$58,484	\$60,531	\$62,650
Grade 11	4	\$57,903	\$58,807	\$60,277	\$62,387	\$64,570
Grade 12	4	\$58,807	\$58,807	\$60,277	\$62,387	\$64,570
Grade 13	5	\$59,832	\$59,832	\$61,328	\$63,474	\$65,696
Grade 14	6	\$60,797	\$61,220	\$62,751	\$64,947	\$67,220
Grade 15	6	\$61,220	\$61,220	\$62,751	\$64,947	\$67,220
Grade 16	7	\$62,244	\$62,244	\$63,800	\$66,033	\$68,344
Grade 17	8	\$63,391	\$63,391	\$64,976	\$67,250	\$69,604
Grade 18	9	\$64,537	\$65,743	\$67,387	\$69,746	\$72,187
Grade 19	TBD	\$65,743	TBD	\$67,387	\$69,746	\$72,187
Grade 20	TBD	\$66,889	TBD	\$68,561	\$70,961	\$73,444
Grade 21	TBD	\$68,095	TBD	\$69,797	\$72,240	\$74,768
Grade 22	TBD	\$69,241	TBD	\$70,972	\$73,456	\$76,027
Grade 23	TBD	\$70,448	TBD	\$72,209	\$74,736	\$77,352

Remuneration Classification Restructure

Remuneration classification is based on the QLD Local Government Industry (Stream C) Award – State – 2017

Stream C Building Trades	New Amount	As at 1 December 2021	As at 1 October 2022	As at 1 October 2023
Building Trade level 1	\$59,832	\$61,328	\$63,474	\$65,696
Building Trade Level 2	\$61,220	\$62,751	\$64,947	\$67,220
Building Trade Level 3	\$62,244	\$63,800	\$66,033	\$68,344

Stream C Engineering	New Amount	As at 1 December 2021	As at 1 October 2022	As at 1 October 2023
C10 Tradesperson	\$59,832	\$61,328	\$63,474	\$65,696
C9 Tradesperson	\$61,220	\$62,751	\$64,947	\$67,220
C8 Tradesperson	\$62,244	\$63,800	\$66,033	\$68,344
C7 Tradesperson	\$63,391	\$64,976	\$67,250	\$69,604
Tradespersons Assistant (C12)	\$56,214	\$57,619	\$59,636	\$61,723
Tradespersons Assistant (C13)	\$55,429	\$56,815	\$58,804	\$60,862

29. Remuneration Payments

29.1 Period

The parties agree that remuneration payments will be made weekly.

29.2 Method

Payments shall be made by way of Electronic Funds Transfer (EFT) to a financial institution with EFT facilities nominated by the employee.

ICC shall take all reasonable steps to enable the payments to be transferred to the employee's account prior to the normal ceasing time on the nominated payday.

29.3 Payment on Termination

Where an employee's employment is terminated by either ICC or by the employee, (where the employee has given notice in accordance with this Agreement), all monies due to the employee from ICC shall be paid within seven days:

Provided that, where due to the locality of a workplace or the intervention of weekends or public holidays, and payment within twenty-four (24) hours is not reasonably practicable, payment of monies due to the employee will be made at the earliest reasonable opportunity. Monies due to an employee who does not

give notice in accordance with this Agreement shall be available to the employee at the earliest reasonable opportunity.

29.4 Union Dues

ICC shall, on the request in writing of any employee, pay to an industrial organisation nominated by the employee, out of the money due to such employee, in respect of such remuneration payments, the periodic contribution of the employee as a member of that industrial organisation. The periodic contribution will comprise of equal weekly deductions from the money due to such employee.

30. Allowances

30.1 Annualisation of Allowances – Previous to be Absorbed

All previous Award allowances shall be deemed to be included in the annual salary for that class of employee concerned, with the exception of the following and others contained elsewhere within this Agreement such as shift allowance.

30.2 Meal Allowance

An employee shall be supplied with a reasonable meal at ICC's expense or be paid \$13.45 in lieu thereof at all paid breaks prescribed in Clause 36.5. This allowance shall be adjusted in accordance with the relevant Award.

30.3 Work in the Rain

Where an employee is required to perform work in the rain and by so doing gets their clothing wet, the employee shall be paid double rates for all work so performed. Such payment shall continue until the employee finishes work or until the clothing dries or is able to be changed, whichever is earlier.

30.4 Mileage Allowance – Employees Using Their Own Vehicle

Employees required to use their own vehicles in the course of their employment shall be paid an allowance at the rate of 74.0 cents per kilometre for the actual distance travelled. This allowance shall be adjusted in accordance with the relevant Award.

30.5 Standby/On-call Allowance

30.5.1 Monday to Sunday

Where there is a requirement for employees to be available on call, ICC will first seek volunteers to fill On Call requirements. In the event no volunteers are available, employees may be required by ICC to be rostered On Call.

An employee required to remain On Call for a week outside his or her ordinary working hours shall be paid \$280 per week or \$42.03 per day. This amount shall be increased in accordance with the increases prescribed in Clause 28.1.

Employees whose period of On Call or on standby for after-hours work includes or coincides with a Public Holiday have the option of either:

- (a) a day added to the employee's annual leave entitlement (not to accrue leave loading payment), one (1) day for each such holiday on which such employee is required to be On-Call or on standby; or

(b) a sum equal to his/her pay for a normal working day.

30.5.2 Employees Able to be Contacted and Respond

Employees directed to remain On-Call must be able to be contacted and be able to respond within a reasonable period of time. Employees not required to perform a call out who complete work remotely (e.g. at home) shall be paid at the appropriate rate for the time worked with a minimum payment of one (1) half-hour.

30.5.3 Customary Arrangement Excluded

An employee shall not be considered to be On Call due solely to a customary arrangement whereby the employee returns to ICC premises outside ordinary hours to perform a specific job.

30.5.4 Use of Council Vehicle

Employees required to be On-Call/Standby may be allowed use of the ICC vehicle, normally allocated to that employee, to travel to and from work provided ICC agreement is obtained.

30.6 Live Sewer Work Allowance

30.6.1 Extra Half Time to be Paid

Employees engaged in live sewer work or cleaning septic tanks shall, during ordinary hours, be paid at the rate of time-and-a-half for all time so engaged. During overtime or on weekends or public holidays, employees shall be paid one-half of the ordinary hourly rate in addition to the relevant overtime, weekend or public holiday rate for all time engaged in live sewer work.

30.6.2 Minimum Number of Hours to Apply

Employees who on any day are required to carry out live sewer work shall be paid not less than four (4) hours at the appropriate rates. All time involved in travelling to and from such operations shall be deemed to be time worked for this purpose.

30.7 Higher Duties Allowance

- (a) An employee primarily engaged on the duties of a higher-level position as prescribed in this Clause. An employee engaged under the terms and conditions as prescribed in this Clause who performs the duties of a position which is classified under the terms and conditions prescribed in this Agreement shall be paid the minimum rate prescribed for that position if those duties are performed for a minimum period of one day or more.
- (b) An employee who has been paid at a rate higher than their standard classification during the twelve months prior to their annual leave entitlement date, shall be paid when on annual leave for periods greater than four days during the next twelve (12) months at a rate calculated on the following basis:

The percentage of time worked at a higher rate over the past twelve months rounded to the nearest 10% shall be applied to the annual leave period and the resultant number of hours shall be paid at the predominant higher duties rate.

30.8 Aerial/Confined Space Payment

30.8.1 Aerial Contaminates

A loading of 25% for the actual time worked in the prescribed conditions is payable to members of a team of employees who:

- (a) have successfully completed the appropriate training within the required period (including refresher training as required); and
- (b) are required to work as a team in a confined space that is contaminated to such an extent that it is unable to be ventilated to safe oxygen range as provided in the Australian/New Zealand Standard 2865:2001 and a member of the team must be required to use self-contained breathing apparatus (this does not apply where explosive atmospheres are present as entry is prohibited in such areas).

This allowance is not applicable to employees employed within a wastewater centre or waterworks.

30.8.2 Confined Space Allowance

An enclosed or partially enclosed workspace that is at atmospheric pressure during occupancy and is not intended or designed primarily as a place of work, and-

- (a) is liable at any time to –
 - (i) have an atmosphere that contains potentially harmful levels of contaminant; or
 - (ii) have an oxygen deficiency or excess; or
 - (iii) cause engulfment; and
- (b) could have restricted means of entry or exit.

Such work shall be paid at 67.5 cents per hour above the ordinary rate for the actual time employed under the above conditions, provided that no claim has been made in relation to Clause 30.8.1.

To avoid doubt confined space entry shall be when a person's head, i.e. breathing zone, or upper body is within the boundary of the confined space and confined space procedures are applied. (Entry Permit etc).

To avoid all doubt confined space shall not include excavations, trenches, culverts, and open drains or inserting an arm for the purpose of atmospheric testing is not considered an entry to a confined space.

30.9 Electrical Contractor Licence

Where ICC requires a suitably qualified employee to hold an Electrical Contractor Licence to enable them to perform the duties of their appointed position, an allowance of \$68.67 per week shall be paid to that employee, to be increased in accordance with the prescribed increases in Clause 28.1.

30.10 Electrical Work Licence

Where an employee is required to hold an Electrical Work Licence to enable them to perform the duties of their appointed position, ICC will pay an allowance of \$39.63 per week, to be paid as annual salary an increased in accordance with the prescribed increases in Clause 28.1.

31. Superannuation Contributions

ICC shall contribute on behalf of each employee, to a compliant superannuation fund of the employee's choosing, an amount as specified in the *Local Government Act 2009* (Qld) (as amended). In an event that the

employee does not make a choice of a superannuation fund, the default superannuation fund will be the Local Government Superannuation Plan (Qld) (Brighter Super).

32. Salary Packaging

The employee may take their salary by means other than money by an arrangement in accordance with ICC policy and procedures. Any payments made under such an arrangement will be in satisfaction of ICC's obligations under this Agreement.

PART 4 – HOURS OF WORK

33. Ordinary Hours of Work

The ordinary hours of work shall be an average of thirty-eight (38) hours per week.

33.1 Work Days

Subject to Clause 33, the ordinary hours of work may be worked on up to any five consecutive days in the week, Monday to Sunday inclusive, subject to ordinary hours worked on a Saturday paid for at the rate of time and a half for the first three hours and double time thereafter and on a Sunday paid for at the rate of double time.

33.1.1 Arrangement of Hours and Workdays

A work cycle or work cycles and the arrangements of ordinary hours within work cycles may be implemented after an agreement has been reached between management and the affected employees or as otherwise implemented in accordance with this Agreement. Different arrangements of work cycles and ordinary hours within work cycles may apply to individual employees, sections, or branches.

33.1.2 Work Days


Workdays may be arranged as follows:

- (a) By fixing one or more workdays on which all employees will be off during a particular cycle (fixed day off); or
- (b) By rostering employees off on various days of the week during a particular cycle, so that each employee has one workday off during that cycle (rostered day off);
- (c) By rostering employees up to a maximum of ten (10) hours per day (to a maximum of twelve (12) hours per day may be implemented by agreement).

33.1.3 Assigning fixed days off

Fixed days off shall be assigned to maximise the number of consecutive workdays in any week, with Monday being the fixed day off unless otherwise agreed or as otherwise implemented in accordance with this Agreement. Employees engaged as at the date of certification of this Agreement on a roster providing for a nine (9) day fortnight shall be entitled to maintain a roster with a fixed day off each fortnight unless otherwise agreed.

Where work is subject to seasonal workloads a roster system may be implemented where employees work on rostered days off and accrue a day off for each rostered day off worked up to a maximum of eight (8) days per six (6) month period. These days are to be taken off within six (6) calendar months of the date on which the rostered day off was accrued. Where there is no agreement and the employee works the RDO, overtime will be



paid in accordance with this Agreement. Any proposal to implement a roster system under this Clause will be subject to the written agreement of the employee.

33.1.4 Calendars to Show Fixed and Rostered Days Off

Annual calendars showing fixed and rostered days off for all sections of employees and work cycles shall be prepared annually. Any changes to existing arrangements will be made in accordance with Clause 33.1.1.

33.1.5 Hours of Work

Wherever possible the ordinary hours of work on any day within a work cycle shall be the same and be a multiple of fifteen (15) minutes.

Teams may determine by mutual agreement and with approval from management to commence work earlier with a recognition that standard rates will apply unless otherwise agreed.

33.1.6 Changes to Rosters

Rosters may be changed by:

- (a) agreement between ICC and the employee/s and/or relevant Union; or
- (b) in accordance with the procedure below.

Where a party to this Agreement proposes a change or amendments to a roster, they shall provide written notification to the relevant parties of the proposed changes. The notification must address the following:

- (a) How the changes would address operational requirements of ICC and promote efficiency; and
- (b) the impact on employee/s.

Within seven (7) days of the receipt of the written notification the relevant parties will begin a process of consultation regarding the proposed changes and will use reasonable endeavors to reach agreement in relation to the proposal.

The consultation process will end after fourteen (14) days of the receipt of the written notification unless otherwise agreed by the parties. ICC will use all reasonable endeavors to ensure any changes to rosters required are filled by volunteers or through external recruitment where vacancies exist.

No party will unreasonably withhold their agreement to a proposal.

In the event no agreement is reached after twenty-one (21) days from the receipt of the written notification or such a longer period as agreed, ICC may refer the matter to the Queensland Industrial Relations Commission for determination.

33.1.7 Emergencies

In the event that a state of emergency is declared, the parties agree that ICC may make amendments to rosters with immediate effect to allow ICC to appropriately respond to the emergency. Changes to such rosters in emergencies will be paid the appropriate rates as prescribed for shift work in the relevant Award.

33.2 Span of Hours

33.2.1 Limitation

Subject to the provisions of Clauses 34.2 through to 34.7, in which the following span of hours shall not apply, the ordinary hours of work shall be worked continuously, except for meal breaks and rest pauses, between 6.00 am and 6.00 pm.

The spread of hours prescribed herein may be altered as to all or a section of employees provided there is an agreement between ICC and the majority of employees concerned. Provided that where special circumstances such as tidal or floodwaters, traffic flow, climatic conditions or emergency response necessitate work outside the span of hours on a particular job or project such work may be done outside the span of hours and rosters altered with immediate effect without payment of overtime. The maximum number of ordinary daily hours shall not be exceeded.

This provision shall not be utilised until ICC has discussed the change of hours with the employees concerned.

33.2.2 Starting and Finishing Times to be Observed

A common starting time for employees in particular work sections may apply. Safety checks of trucks and completion of time records and associated paperwork may be undertaken as overtime prior to the starting time, where such work has been determined by the manufacturer of the vehicle/tool as being required to be done in overtime. Employees are required to observe the nominated starting and finishing times for the workday, including designated breaks to maximise available working time. A break of five (5) minutes shall be permitted prior to knockoff to enable employees to clean their person.

33.2.3 Street Sweepers and/or Cleaners, Operators of Street Sweeping and Flushing Machines, Sewer Cleaners Underground, Pump Well Attendants

The starting and finishing times of these employees shall be as agreed between the parties based on the requirements of the work.

Where such employees are required to work their ordinary hours before 6.00 am or after 6.00 pm an additional amount of 25% of the ordinary time hourly rate shall be paid for all hours worked before 6.00 am or after 6.00 pm.

33.2.4 Line Markers

Commencement times for line markers shall be determined by ICC after consultation with the employees. Work undertaken from midnight to 6.00 am will be paid at time plus a half. Ordinary time will be paid from 6.00 am until finishing time.

34. Shift Work

34.1 Definitions

'Shift Work' shall mean work done by separate relays of employees working recognised hours, preceding, during or following the ordinary working hours.

34.2 Continuous Shift Work

'Continuous shift work' shall mean work that is continuous for twenty-four (24) hours per day for an unbroken period of at least twenty-eight (28) days, except in the case of floods or breakdown or shutting down for holidays.

34.3 Consultation

Council may require specific work to be performed on the basis of shift work. Prior to implementing a system of shift work, consultation shall take place between ICC and the employees affected and their Unions.

34.4 Work Hours

The ordinary hours of shift workers shall average thirty-eight (38) hours per week inclusive of crib time and shall not exceed one hundred and fifty-two (152) hours in twenty-eight (28) consecutive days.

34.5 Arrangement of Hours

A shift shall consist of not more than ten (10) hours inclusive of crib time, provided that:

- (a) In any arrangement of ordinary working hours where the ordinary working hours are to exceed eight (8) on any shift, the arrangement of hours shall be subject to consultation between ICC and the employees in the work section or sections concerned;
- (b) By agreement between ICC and the majority of affected employee's ordinary hours not exceeding twelve (12) on any day may be worked subject to ICC and the affected employees concerned being guided by the occupational health and safety legislation;
- (c) Proper health and monitoring procedures being introduced;
- (d) Suitable roster arrangements being made, proper supervision being provided; and
- (e) Except at the regular changeover of shifts, an employee shall not be required to work more than one (1) shift in each twenty-four (24) hour period.

34.6 Afternoon and Night Shifts

Unless otherwise agreed between ICC and the majority of affected employees:

- (a) An 'Afternoon Shift' shall be a shift finishing after 6.00 pm and at or before midnight, or where the majority of hours fall between those hours.
- (b) A 'Night Shift' shall be a shift finishing subsequent to midnight and at or before 8.00 am, or where the majority of hours fall between those hours.

34.7 Shift Allowances

Employees working shift work will be paid the shift allowance in the applicable Award.

35. Overtime

35.1 Normal Workdays (Monday to Friday)

All authorised time worked outside or in excess of the ordinary hours fixed in accordance with this Clause on any one (1) day, shall be deemed to be overtime.

Except as hereinafter provided, overtime shall be paid for at one and a half times the ordinary rate for the first three (3) hours and double time thereafter.

35.2 Saturdays

Overtime worked on Saturday shall be paid for at the rate of time and a half for the first three (3) hours and double time thereafter with a minimum payment of three (3) hours at overtime rates. An employee shall not be entitled to a minimum payment in respect of each separate period of overtime worked within twelve (12) hours of the commencement of the first period of overtime.

Provided that in the case of an employee required to remain On Call and who is paid the allowance prescribed by Clause 30.5 a minimum payment of one and one-half hours shall apply.

No minimum payment shall apply where the overtime is continuous with an employee's ordinary hours of work.

35.3 Sundays

Overtime worked on a Sunday shall be paid for at the rate of double time with a minimum payment of three (3) hours at overtime rates. An employee shall not be entitled to a minimum payment in respect of each separate period of overtime worked within twelve (12) hours of the commencement of the first period of overtime.

Provided that in the case of an employee required to remain On Call and who is paid the allowance prescribed by Clause 30.5 a minimum payment of one and one-half hours shall apply.

No minimum payment shall apply where the overtime is continuous with an employee's ordinary hours of work.

35.4 Fixed Day Off (Monday to Friday)

An employee required to work on the fixed day off shall be paid overtime at the rate of time and a half for the first three hours and double time thereafter with a minimum payment of three (3) hours at overtime rates. An employee shall not be entitled to a minimum payment in respect of each separate period of overtime worked within twelve (12) hours of the commencement of the first period of overtime.

Provided that in the case of an employee required to remain on call and who is paid the allowance prescribed by Clause 30.5 a minimum payment of one and a half hours shall apply.

35.5 Working on Statutory Holidays

All work done on statutory holidays shall be paid for in accordance with Clause 38.

35.6 Shift Workers

All authorised overtime performed by shift workers shall be paid for at the rate of double time.

35.7 Working During Normal Meals Breaks

All work done during meal breaks shall be paid for in accordance with Clause 36.3.

35.8 Call Back (Recall to Work)

(a) An employee recalled to work overtime on one of their ordinary working days shall receive a minimum payment of four (4) hours at the prevailing overtime rate.

An employee shall not be entitled to a minimum payment in respect of each callout worked within twelve (12) hours of the commencement of the first callout.

Provided that in lieu of the four (4) hours' minimum payment mentioned above, where the employee was notified of the need to return to perform work prior to the completion of the ordinary hours on the day in question or where the employee is required to remain On Call and is paid the allowance prescribed by Clause 30.5 a minimum payment of two (2) hours at the prevailing overtime rate shall be payable.

Employees recalled to work overtime may be required to perform additional work of a breakdown or emergent nature which arises during the course of the work which was the subject of the recall.

- (b) Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of Clause 35.10 where the actual time worked is less than two (2) hours on such recall or on each of such recalls.
- (c) This subclause shall not apply in cases where it is customary for an employee to return to ICC's premises to perform a specific job outside his or her ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time

35.9 Required Time Off Duty

- (a) An employee who is required to work overtime during or following a Sunday, Rostered Day Off or Public Holiday for a period in excess of two (2) hours three (3) hours for employees covered by Clause 35.10, any part of which falls between 8.45 pm and 3.00 am, on a night preceding the performance of ordinary duty, must have ten (10) consecutive hours break between the termination of that overtime and the commencement of ordinary duty. If on the instructions of ICC the employee resumes or continues work without having had such ten (10) consecutive hours off duty, they shall be paid double rates until they are released from duty for such period and they shall be entitled to be absent until they have had ten (10) consecutive hours off duty without loss of pay for the ordinary time the employee would have worked but for such absence.
- (b) An employee who works so much overtime between the termination of his or her ordinary work on one day and the commencement of his or her ordinary work on the next day that he or she has not had at least ten (10) consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he or she has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of ICC such an employee resumes or continues work without having had such ten (10) consecutive hours off duty, he or she shall be paid double rates until he or she is released from duty for such period and he or she shall then be entitled to be absent until he or she has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) The provisions of this subclause shall apply in the case of shift workers who rotate from one shift to another as if eight (8) hours were substituted for ten (10) hours when overtime is worked for the purpose of changing shift rosters:
 - (i) where a shift worker does not report for duty;
 - (ii) where a shift is worked by arrangement between the employees themselves.

35.10 Overtime – For Classifications Described in the QLD Local Government Industry (Stream B) Award – State – 2017

The following clauses apply in addition to the general clauses above:

35.10.1 Normal Workdays (Monday to Friday)

All authorised time worked outside or in excess of the ordinary hours fixed in accordance with Clause 35 on any one day, shall be deemed to be overtime.

Except otherwise specified, overtime shall be paid for at one and a half times the ordinary rate for the first two (2) hours and double time thereafter.

35.10.2 Saturdays

Overtime worked on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter with a minimum payment of three (3) hours at overtime rates. An employee shall not be entitled to a minimum payment in respect of each separate period of overtime worked within twelve (12) hours of the commencement of the first period of overtime.

Provided that in the case of an employee required to remain On Call and who is paid the allowance prescribed by Clause 30.5 a minimum payment of one and a half hours shall apply.

No minimum payment shall apply where the overtime is continuous with an employee's ordinary hours of work.

35.10.3 Sundays

Overtime worked on a Sunday shall be paid for at the rate of double time with a minimum payment of three (3) hours at overtime rates. An employee shall not be entitled to a minimum payment in respect of each separate period of overtime worked within twelve (12) hours of the commencement of the first period of overtime.

Provided that in the case of an employee required to remain On Call and who is paid the allowance prescribed by Clause 30.5 a minimum payment of one and a half hours shall apply.

No minimum payment shall apply where the overtime is continuous with an employee's ordinary hours of work.

35.10.4 Fixed Day Off (Monday to Friday)

An employee required to work on the fixed day off shall be paid overtime at the rate of time and a half for the first three hours and double time thereafter with a minimum payment of three (3) hours at overtime rates. An employee shall not be entitled to a minimum payment in respect of each separate period of overtime worked within twelve (12) hours of the commencement of the first period of overtime.

Provided that in the case of an employee required to remain On Call and who is paid the allowance prescribed by Clause 30.5, a minimum payment of one and one-half hours shall apply.

35.10.5 Working During Normal Meal Break

All work done during the normal meal break shall be paid for in accordance with Clause 36.3.

35.10.6 Call Back (Recall to work)

- (a) An employee recalled to work overtime on one of their ordinary working days shall receive minimum payment of four (4) hours at the prevailing overtime rate.

An employee shall not be entitled to a minimum payment in respect of each separate period of overtime worked within twelve (12) hours of the commencement of the first period of overtime.

Provided that in lieu of the four (4) hours' minimum payment mentioned above, where the employee is required to remain On Call and is paid the allowance prescribed by Clause 30.5 a minimum payment of two (2) hours at the prevailing overtime rate shall be payable.

Employees recalled to work overtime may be required to perform additional work of a breakdown or emergent nature which arises during the course of the work which was the subject of the recall.

- (b) Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of Clause 35.10.7 where the actual time worked is less than three (3) hours on such recall or on each of such recalls.

- (c) This subclause shall not apply in cases where it is customary for an employee to return to ICC's premises to perform a specific job outside his or her ordinary working hours, or where the overtime is continuous subject to a reasonable meal break) with the completion or commencement of ordinary working time.

35.10.7 Required Time Off Duty

- (a) An employee who is required to work overtime during or following a Sunday, Rostered Day Off or Public Holiday for a period in excess of three (3) hours, any part of which falls between 8.45pm and 3am, on a night preceding the performance of ordinary duty, must have ten (10) consecutive hours break between the termination of that overtime and the commencement of ordinary duty. If on the instructions of ICC such an employee resumes or continues work without having had such ten (10) consecutive hours off duty, he or she shall be paid double rates until he or she is released from duty for such period and he or she shall be entitled to be absent until he or she has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (b) An employee who works so much overtime between the termination of his or her ordinary work on one day and the commencement of his or her ordinary work on the next day that he or she has not at least ten (10) consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he or she has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of ICC such an employee resumes or continues work without having had such ten (10) consecutive hours off duty, he or she shall be paid double rates until he or she is released from duty for such period and he or she shall then be entitled to be absent until he or she has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

35.11 Time Off in Lieu of Overtime

- (a) An employee may, with the consent of Management, take time off in lieu of payment for overtime at a time or times agreed with Management.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) ICC shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the Agreement, for any overtime worked under 35.11(a) of this subclause where such time has not been taken within three (3) months of accrual and the request by the employee.

35.12 Make-up Time

An employee may, with the consent of Management, elect to work 'make-up time', where the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement, at ordinary rates.

36. Meal Breaks

36.1 Duration

Employees shall be entitled to a meal break of not less than thirty (30) minutes and not more than one (1) hour. Subject to the provisions of Clause 35.7, the time allowed for such meal break shall commence at a time so as not to interfere with the continuity of work, ordinarily not later than six (6) hours after the ordinary starting time each day.

36.2 Shift Workers

Shift workers shall be allowed thirty (30) minutes for crib without loss of pay to be taken in such a manner as to not interfere with the continuity of work.

36.3 Working During Meal Break

Except as provided for in Clause 35.7 of this Clause, all work done during the recognised meal break shall be paid for at double time. Such payment will continue until a meal break is taken.

36.4 Continuity of work during meal breaks

Where the efficiency of ICC may be increased through a job being completed or work being continued for up to 30 minutes into the normal meal break, the meal break may be delayed up to a maximum of 30 minutes, without penalty.

The normal meal break shall be taken on the completion of the job or when thirty (30) minutes has elapsed.

36.5 Meal breaks during overtime

- (a) Employees required to continue work after the normal ceasing time shall be entitled to a 30-minute crib break after two (2) hours work where work is to continue beyond two (2) hours. Provided that where such overtime continues beyond 6.00 pm, a 30-minute crib break shall be provided after one (1) hour where work is to continue beyond one (1) hour.

After each further period of four (4) hours overtime on the same day, the employee shall be allowed 45 minutes for crib where work is to continue beyond four (4) hours. No deduction of pay shall be made in respect of such crib break.

- (b) In all other circumstances, an employee shall be entitled to a crib break of thirty (30) minutes after five (5) hours of overtime where the employee is required to work beyond the fifth hour. A further crib break of forty-five (45) minutes shall be provided after each additional period of four (4) hours where the employee is required to work beyond this period. No deduction of pay shall be made for such crib breaks.

37. Rest Pauses

37.1 Duration

Where practical, every employee shall be entitled to one (1) twenty (20) minute rest-pause to be taken in ICC's time in the first part of the ordinary working day with such twenty (20) minute rest-pause and the meal break arranged in such a way that the ordinary working day is broken into three (3) approximately equal working periods.

37.2 Continuity of work during rest pauses

However, such rest pauses shall be taken at such times as to not interfere with the continuity of work.

PART 5 – STATUTORY HOLIDAYS, LEAVE

38. Statutory Holidays

38.1 Christmas, New Year, Easter, ANZAC Day and Australia Day

All work done by any employee on Good Friday, Christmas Day Anzac Day, New Years' Day, Australia Day, Easter Saturday (the day after Good Friday), Easter Sunday, Easter Monday, the birthday of the Sovereign, and Boxing Day and a day reserved for the Ipswich show holiday or any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday, shall be paid for at the rate of double time-and-a-half with a minimum of four (4) hours.

38.2 Labour Day

All employees covered by this Agreement shall be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually worked on Labour Day, such employee shall be paid a full day's wage for that day and in addition, a payment for the time actually worked at one-and-a-half times the ordinary rate prescribed for such work with a minimum of four (4) hours.

38.3 Work outside normal times

All time worked on any of the statutory holidays outside the ordinary starting and ceasing times for the day of the week on which the holiday falls will be paid for at double the rate prescribed by the Agreement for such time when worked outside the ordinary starting and ceasing times on an ordinary working day.

38.4 Stand Down

38.4.1 Christmas

Any and every employee who, having been dismissed or stood down by ICC during the month of December in any year, if re-employed by ICC at any time before the end of the month of January in the next succeeding year shall if that employee has been employed by ICC for a continuous period of two (2) weeks or longer immediately prior to being dismissed or stood down, be entitled to be paid and shall be paid by ICC (at the ordinary rate payable to that employee when dismissed or stood down) for any one or more of the following holidays, namely Christmas Day, Boxing Day, and the first day of January occurring during the period on and from the date of their dismissal or standing down to and including the date of their re-employment.

ICC shall nominate one day during the Christmas - New Year period, as a day which rostered employees are entitled to take off work with pay and without applying for any other forms of leave. Employees may accrue up to three (3) days in the form of TOIL (TOIL shall be an hour for hour), overtime or banked RDOs, for the specific purpose of taking this time off during the period. Staff whose RDOs or who are on leave at this time will be credited with one (1) additional day leave to be used when best suited to operational requirements. Employees who are required to work on this day will be paid ordinary rates and that day will be taken at another time as agreed by the employee's Supervisor.

38.4.2 Easter

Where works are closed down at the Easter period, payment shall be made for the following holidays at ordinary rates to employees who have been employed for a period of not less than three (3) months: Good Friday and Easter Monday.

Provided that the qualification of three (3) months' prior employment above shall not apply to deprive an employee of payment for Good Friday and Easter Monday where the period between Christmas and Easter is less than three (3) months if such employee has been continuously engaged between Christmas and Easter and is re-engaged on re-opening the works after Easter. Temporary breaks through wet weather shall not be deemed to break the continuity of employment.

38.4.3 Fixed Day Off

When the ordinary work cycle provides for a fixed day off and a statutory holiday falls on that day, the fixed day off shall be moved to a day mutually agreed between ICC and the employees concerned.

38.4.4 Substitution of holidays

Where there is an agreement between the majority of affected employees and ICC and subject to statutory limitations, other ordinary working days may be substituted for the statutory holidays specified in this Clause.

Provided that, where an employee is required to work on such substituted day, the employee shall be paid the rate applicable for the holiday that has been substituted.

39. Annual Leave

39.1 Entitlement

39.1.1 Amount of annual leave

Every employee (other than a casual employee) covered by this Agreement shall accrue annual leave at the rate of:

- (a) not less than five (5) weeks equivalent if employed on shift work where three (3) shifts per day are worked over a period of seven days (7) per week;
- (b) not less than four (4) weeks equivalent in any other case.

39.1.2 Statutory Holidays excluded

Annual leave shall be exclusive of any statutory holiday which may occur during the period of that annual leave and shall if requested by the employee be paid for by ICC in advance.

39.1.3 Applicable pay rate

ICC shall, subject to Clause 39.4, of this Clause, pay:

- (a) to employees in receipt of higher duties payment during the proceeding twelve (12) months in accordance with Clause 30.7; and
- (b) in every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Agreement.

Employees will be paid any accrued but untaken annual leave on termination of employment calculated in accordance with Clause 39.4.

39.2 Annual leave accrual

- (a) Annual leave shall not accrue for approved absences in excess of three (3) months on leave without pay. Each period of leave shall be treated, separately and not be treated cumulatively.
- (b) Leave without pay does not include any period of absence less than three (3) months during which the employee is entitled to payment under the relevant worker's compensation legislation.

39.3 Taking annual leave in advance

If an employee and ICC so agree, annual leave may be taken wholly or partly in advance before the employee has become entitled to annual leave.

An employee who has taken in advance is not entitled to any further annual leave until they have a positive annual leave accrual.

39.4 Calculation of annual leave

Payment for annual leave will be calculated as follows:

39.4.1 Shift Workers

The rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday, or holiday shifts.

39.4.2 All employees

The employee's ordinary wage rate as prescribed by the Agreement for the period of the annual leave (excluding shift premiums and weekend penalty rates) plus 17.5%.

39.5 Leave debits

Annual leave Debits will be equivalent to the ordinary hours employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

39.6 Requirement to take leave

Annual leave shall be granted at a time agreed between ICC and the employee. ICC may direct an employee to take annual leave on at least eight (8) weeks' notice.

40. Christmas closure

Where ICC closes down its operations or a section or sections thereof, for the purposes of allowing annual holiday to all or the bulk of the employees in that section or sections concerned, the following provisions shall apply:

- (a) ICC may stand down for the duration of the closedown all employees in the plant or section or sections concerned and allow employees to take accrued annual leave.

- (b) All time during which an employee is stood down without pay for the purposes of this subclause shall count as service for the purpose of accruals.

Should a dispute arise between management and employees in regard to the closedown provisions, that dispute shall be resolved through the Grievance and Dispute Resolution Procedure at Clause 9.

Provided that the foregoing conditions shall also apply in the event of annual leave being staggered so that employees entitled to annual leave may be broken into two groups which overlap into a closedown of not more than two working weeks (plus statutory holidays occurring therein), and employees with a lesser period of service may be stood down as in Clause 40(a) above.

41. Sick/Carers' Personal Leave

41.1 Entitlement

In the event that an employee is ill or injured to the point of being unfit for duty or required to provide care in circumstances set out in this Clause they may access Personal Leave in accordance with Council's Leave Procedures. It is an insurance to protect the employee against hardship should the employee be unable to continue in their normal occupation and must only be utilised in the circumstances.

An employee (other than a casual employee) may take paid personal leave if the leave is taken:

- (a) Because the employee is not fit for work because of a personal illness, or personal injury affecting the employee; or
- (b) To provide care or support to a member of their employee's immediate family, or a member of the employee's household, who requires care and support of:
 - (i) A personal illness, or personal injury affecting the member; or
 - (ii) An unexpected emergency affecting the member.
- (c) The term 'immediate family' includes:
 - (i) A spouse (including a former spouse, de-facto spouse and a former de facto spouse) of the employee; a de facto spouse means a person of the opposite/same sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis: and
 - (ii) A child or an adult child (including an adopted child, an ex-foster child, a stepchild, or an ex-nuptial child), parent, grandparent, grandchild, or sibling of the employee.

Employees (other than casual employees) who work full-time accrue three (3) weeks sick/carers' leave per annum.

Calculation of the leave entitlement will be the average number of ordinary hours worked per week multiplied by three (3) weeks. For example, employees who work a thirty-eight (38) hour week will receive one hundred and fourteen (114) hours of sick leave per annum.

41.2 Certificate required

Payment for absence from work that in any instance exceeds two (2) consecutive days where the employee is ill or exceeds one (1) day for carers' leave shall be contingent upon production by the employee concerned of either a certificate from a duly qualified medical practitioner or other evidence of illness satisfactory to ICC.

All employees who are unable to attend work due to illness or carers' responsibilities on any workday or shift shall notify their immediate Supervisor or Branch Manager of their inability to attend work as soon as possible but in any event, within half an hour of their normal starting time for the day or shift on which they are absent and shall unless exceptional circumstances exist, advise of the reason for the absence and of the expected duration of such absence. For carers' leave, the name of the person requiring care and their relationship to the

employee must also be provided. Failure to provide this information may result in the non-payment of leave for that absence.

In cases where an employee's record of attendance at work deteriorates to a point where it can be deemed to be unsatisfactory, ICC may introduce a system whereby the employee will be required to produce satisfactory evidence, which may include a doctor's certificate before payment of any sick/carers' leave is made. Prior to implementing this requirement, ICC must meet to discuss the employee's attendance record and their concerns. The employee must be advised that they may be accompanied by a union representative at this meeting.

41.3 Carers' Leave

Carers' leave is intended to provide interim arrangements for the care of immediate family. It is not intended to be utilised to provide long term care arrangements. Carers' leave shall be restricted to a maximum of ten (10) days per application unless otherwise approved by the General Manager. All applications in excess of one (1) month must be approved by the General Manager, provided approvals will not be unreasonably withheld.

41.4 Additional Sick/Carers' Leave

The granting of sick/carers leave with pay over and above the requirements of this Clause shall be entirely at the discretion of ICC.

41.5 Whilst on Annual Leave or Long Service Leave

If an employee on annual leave or long service leave would be entitled to sick leave for a period of five (5) working days, the employee may apply to have such period of illness debited to the employee's sick leave entitlement and the employee's annual leave entitlement shall be adjusted accordingly.

41.6 Unpaid Leave for caring purposes


An employee may with the consent of Management, take unpaid leave for the purpose of providing care to a family member who has a medical condition.

42. Long Service Leave

42.1 Entitlement

Subject to the provisions of Clause 42.4 the entitlement of an employee to long service leave on full pay pursuant to this Agreement shall be as follows:

- (a) In the case of an employee who has completed an initial period of ten (10) years' continuous service, thirteen (13) weeks multiplied by normal weekly hours;
- (b) In the case of an employee who has completed an initial period of seven (7) years but less than ten (10) years' continuous service, and who terminates that service, or who dies, or ICC terminates that service for a reason other than misconduct, a proportionate amount calculated on the basis of thirteen (13) weeks multiplied by normal hours per week, for ten (10) years' service;
- (c) In the case of an employee who has completed an initial or a subsequent period of ten (10) years' service and who continues that service until the employee has completed a further period of ten (10) years' service, a further thirteen (13) weeks multiplied by the normal hour per week; and
- (d) Provided that employees who have an entitlement to pro-rata leave after seven (7) years' service will be permitted to take such leave by agreement.

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- (e) Employees will be entitled to take any long service leave at double the applicable rate of pay or to be paid at half time applicable rate of pay and be subject to approval. Leave accruals will be debited accordingly. For example, two (2) weeks at double time payment equals four (4) weeks entitlement.
 - (f) For the purposes of this clause, service does not include any period of leave without pay in excess of three (3) months or any period of unapproved leave without pay.
 - (g) Employees who are experiencing a financial hardship may apply to the General Manager to cash out a portion of their available accrued long service leave entitlement balance, providing evidence to council's satisfaction to support the request. Unless otherwise approved by the General Manager, a balance of four (4) weeks is to be maintained.

42.2 Statutory Holidays excluded

Any long service leave shall be exclusive of any statutory holiday occurring during the period when that long service leave is taken and shall be paid for by ICC as ordinary time.

42.3 Transfer of entitlements Local Government responsible for payment

Council will upon request of another local government entity transfer long service leave entitlements and sick leave entitlements in accordance with the Local Government Act.

42.4 Time and manner of payment

ICC and the employee concerned may agree upon the times and the manner in which the employee shall be paid for long service leave.

Employees shall use all reasonable endeavours to ensure their long service leave balance remains below twenty-six (26) weeks. Should an employee fail to maintain their leave balance below twenty-six (26) weeks, ICC may direct an employee to reduce their balance to twenty-six (26) weeks by providing three (3) months written notice. ICC will only direct an employee to take leave once in a twelve (12) month period for no less than four (4) weeks at one time. This clause shall not be read as to restrict ICC's ability to direct employees to take long service leave under the Act.

42.5 Payment upon death of employee

If an employee who is entitled to any amount of long service leave dies before taking that amount of long service leave; or after commencing, but before completing the taking of that amount of long service leave, ICC shall pay to that employee's personal representative a sum equal to the payment for the period of the amount of long service leave not taken or, as the case may be, the taking of which has not been completed by that employee.

42.6 Higher rate prior to Long Service Leave

Provided that, in the case of an employee who immediately before the period of long service leave is being paid for ordinary time worked by the employee at a rate in excess of the rate payable under this Agreement, the long service leave shall be paid for at that excess rate as ordinary time deemed for the purpose of such payment at such excess rate to be worked continuously by that employee during the period of long service leave except that, if the rate payable under this Agreement is varied during the period of long service leave, then:

- (a) if the variation increases the rate payable under this Agreement to an amount greater than the higher rate, the long service leave shall be paid for at that increased rate for any part of the period in respect of the increased rate: or

- (b) if the variation decreases the rate payable under this Agreement, the long service leave may be paid for at the higher rate less the whole or any portion of the decrease for any part of the period in respect of the amount of the decreased rate.

43. Parental Leave

Employees who are eligible for parental leave in accordance with the terms specified in the parent Award and after completing the following qualifying years of service shall be entitled to:

One (1) year full service	Six (6) weeks at ordinary time rates
Two (2) years full service	Eight (8) weeks at ordinary time rates
Three (3) years full service	Ten (10) weeks at ordinary time rates

Eligible employees have the option of taking an additional two (2) weeks' leave to be deducted from the employee's sick leave credits.

Access to the additional optional two (2) weeks leave is conditional upon the employee having sufficient sick leave balances to retain a minimum balance of two (2) weeks sick leave at all times.

The employee has the option of taking the leave outlined above at ordinary time rates or taking double the time at half the ordinary time rate.

Council's superannuation payments will continue on any periods of paid parental leave.

Paid Parental leave shall be effective from the commencement of the Parental Leave and will form part of the maximum Parental Leave entitlement of fifty-two (52) weeks. Parents who are both employees of ICC may share the paid Parental Leave but the provisions of the Award relating to Parental Leave absences shall apply.

44. Bereavement Leave

44.1 Applicability

An employee is entitled to three (3) days Bereavement Leave for the purpose of attending the funeral service of any immediate family member or member of their household. Proof of such death shall be furnished by the employee to the satisfaction of ICC.

An additional two (2) days travelling will be paid to the employee upon receipt of evidence stating travel was required to attend to matters related to the bereavement.

An employee to be granted a maximum of two (2) days Bereavement Leave for the purpose of attending the funeral service of the following members of their family: mother-in-law, father-in-law.

An employee to be granted a maximum of one (1) day Bereavement Leave for the purpose of attending the funeral of the following members of their family: -son-in-law, daughter-in-law, aunt, or uncle.

Proof of such death shall be furnished by the employee to the satisfaction of ICC.

44.2 Special circumstances

Where special circumstances exist, the employee may use two (2) days sick leave to extend their absence, subject to the employee having sufficient sick leave balances to retain a minimum balance of two (2) weeks. If further time is required, the employee may access annual leave to extend their absence.

44.3 Unpaid entitlement by Agreement

By agreement with ICC an employee shall in addition to paid Bereavement Leave be entitled to reasonable unpaid Bereavement Leave up to five (5) working days.

45. Jury Service

Employees required to attend jury duty will be paid the difference between the normal salary of the employee and the jury duty fee

46. Previous Defence Service

Service as a member of the Australian Defence Force, shall be deemed to be service with ICC by which that employee was last employed before the employee commenced to serve as such member.

46.1 Military Service Leave

Upon determination that operational requirements and business needs are able to be met, ICC will allow employees who are members of the Australian Defence Force Reserve (ADFR), either Army, Air Force or Navy, to attend training and reservist activities without loss of pay, in accordance with approved procedures.

47. Secondment by Emergency Services

When an employee, by reason of membership of an emergency service agency, is required to be absent from work in order to assist or undertake such emergency work, that employee shall be allowed leave with pay equivalent to the ordinary time earnings of such absence. This shall not construe any responsibility on ICC for the conduct of such assistance or work undertaken by the employee during the secondment, or for any expenses incurred.

48. Natural Disaster and Extreme Weather Leave

When a situation occurs where an employee is affected as a result of a Natural Disaster (including an undeclared natural disaster) or Extreme Weather Event caused by but not limited to, a natural flood, cyclone, bushfire, tsunami or earthquake events, the employee shall be granted leave without loss of pay for up to a maximum of two (2) days per year (non-cumulative) and such leave is subject to approval by the General Manager or Manager People and Culture. Additional days may be approved on compassionate grounds.

Paid leave under this clause would apply where employees are unable to:

- (a) report to work at any of ICC's depots or premises from which that employee's duties are conducted by means of plant and/or equipment being stationed there and perform their required or alternative duties or attend training; or
- (b) work remotely (e.g. from home); or
- (c) where continuing to work under extreme conditions is inadvisable due to Work Health and Safety considerations and the employee is required to leave the worksite and return home.

Natural Disaster/Extreme Weather Leave is approved to allow employees affected to undertake the following activities:

- (a) ensure the protection of family, property, and livestock;
- (b) secure their residence and belongings;

- (c) undertake temporary or emergency repairs; and/or
- (d) clean up to restore the dwelling to a habitable state.


In situations other than natural disasters or extreme events where an employee is required to return home, they must seek approval to leave work and will be eligible to access flexitime (if available) or other forms of accrued leave excluding personal leave (this exclusion will not apply to situations encompassed by the entitlement to personal leave in the Act).

49. Pandemic Leave

Council will provide up to twenty (20) days on full pay each calendar year for pandemic leave. This leave is to cover employees who are unable to attend the workplace or complete their duties from another location. It will be available on application to Payroll and managed in accordance with the Procedure that is approved by the Executive Leadership Team, pandemic leave will be in addition to personal leave. Balances do not accrue each year and there is no provision for an employee to be paid out for any accruals.

50. Cultural, Ceremonial and NAIDOC Leave

- (a) Cultural leave is available to employees who identify as Aboriginal or Torres Strait Islander's in Part 3 Division 6 of the Act.
- (b) Further to these provisions, Ipswich City Council is committed to developing a deep understanding of Aboriginal and Torres Strait Islander cultures and history and responding with respect. A growing knowledge and respect has led us to consider the introduction of paid cultural, ceremonial and NAIDOC leave for all Aboriginal and Torres Strait Islander staff as part of employee leave entitlements.
- (c) We understand that Aboriginal and Torres Strait Islander employees have specific and unique cultural requirements and obligations. This may be religious, cultural, or ceremonial practices to meet their customs and obligations under traditional lore, and to participate in cultural and ceremonial activities.
- (d) Cultural, Ceremonial and NAIDOC leave – ten (10) days per calendar year may be accessed by Aboriginal and/or Torres Strait Islander employees for the purposes of attending to cultural obligations and activities outside the workplace. An additional five (5) unpaid days per calendar year is also made available through the normal leave request processes. Part-time staff would be entitled to a proportionate day. This leave is not applicable for casual employees. The leave does not accumulate if not taken in the calendar year and is not paid out on cessation of employment.
- (e) The types of events or activities that are covered by Cultural, Ceremonial and NAIDOC leave, but not limited to:
 - Native Title meetings if an employee is a Traditional Owner or a representative of Traditional Owners.
 - NAIDOC Celebrations or other National events such as National Sorry Day, National Reconciliation Week, or similar events.
 - Coming of the Light Celebrations (1 July each year amongst Torres Strait Islanders)
 - Sorry Business
 - Traditional and customary law requirements which may include the requirement to participate in or attend an initiation ceremony, or a ceremony relating to men's business or women's business.
 - Other ceremonial obligations under Aboriginal and Torres Strait Islander law.
 - Kinship obligations under Aboriginal and Torres Strait Islander law.
- (f) As a rule, Aboriginal and/or Torres Strait Islander employees may apply for leave to attend cultural and ceremonial events and activities as detailed above, and approval is not to be unreasonably withheld. Notice



and evidence requirements for all types of leave will be detailed in the Leave Management Procedure. Cultural, Ceremonial and NAIDOC leave requests need to be given fair and proper consideration and treated in a culturally sensitive manner; demonstrating respect for the specific cultural obligations associated with Aboriginal and Torres Strait Islander cultures.

51. Purchase of Leave

Permanent and long term temporary employees (i.e. with a contract greater than 24 months), who have passed probation, are eligible to apply to purchase up to four (4) weeks additional leave per annum. Purchased leave is self-funded by weekly deductions calculated on your gross salary at the time of application in accordance with the Leave Management Procedure. All applications are managed by Payroll if approved by the General Manager. All purchased leave must be utilised within one year. When taken, purchased leave is paid out at the same rate as it was initially applied for and does not attract salary increases.

52. Compassionate Leave

An employee other than a casual employee is entitled to two (2) days compassionate leave on full pay on each occasion when a member of the employee's immediate family or household contracts a personal illness or sustains a personal injury that poses a serious threat to the person's life as provided for in Part 3 Division 6 of the Act.

53. Domestic and Family Violence

53.1 General

ICC is committed to providing a safe workplace for all employees. ICC aims to support employees who are involved in domestic violence. Domestic and family violence is an extremely sensitive issue that affects individuals, families, and communities.

The Parties to this Agreement commit to the following principles that underpin this clause:

- (a) Paid leave for employees experiencing family and domestic violence as outlined at Clause 53.2;
- (b) Confidentiality of employee details;
- (c) Safety planning strategies to ensure protection for employees;
- (d) Support for employees affected by family and domestic violence by providing access to the Employee Assistance Program (EAP) which provides free confidential counselling (face to face, telephone or online) and access to a wide range of information and support resources;
- (e) Support for employees to access relevant leave/flexible work arrangements;
- (f) Protection against adverse action, discrimination, harassment or bullying as a result of any disclosure, experience or perceived experience relating to domestic and family violence.

53.2 Entitlement

Employees experiencing domestic and family violence will have access to dedicated additional paid leave. The entitlement includes:

- (a) Up to twenty (20) days paid leave per calendar year for full-time employees (non-cumulative);
- (b) Pro-rata leave for part-time and flexible permanent part-time employees (e.g. a part-time employee who works three (3) days per week will have access to up to six (6) days paid leave);
- (c) Up to ten (10) days unpaid leave per calendar year for Casual employees;

- (d) The leave is to be paid at the employee's base rate of pay (e.g. no shift penalties);
- (e) This leave may also be available to employees supporting another person experiencing domestic and family violence.

53.3 Notice

The employee must provide the Manager People and Culture with notice of their need to access domestic and family violence leave:

- (a) Before or on the day the employee is to take the leave; or
- (b) If it is not possible to notify ICC before the leave is taken – during the leave or as soon as possible after the leave ends.

53.4 Leave Approval

- (a) Employees may make requests to access domestic and family violence leave directly to the Manager People and Culture or General Manager.
- (b) Where requests are made via the employee's Supervisor/Manager, the request for leave is to be immediately escalated to the relevant General Manager or Manager People and Culture to ensure confidentiality to the employee affected. This may occur by the Supervisor/Manager of the employee making contact to discuss the request.
- (c) In the event an employee requires assistance with making an application for domestic and family violence leave, ICC Contact Officers or a People and Culture Business Partner of Workplace Safety and Wellbeing Partner will be available to provide support to the employee making an application for domestic violence leave.
- (d) Where evidence is requested by ICC, the evidence may be a document issued by the Police Service, a Court, a Doctor or Health Professional, a report from a Counsellor, or a statutory declaration.
- (e) Council will not discriminate or take action against employees because they have requested and/or accessed domestic violence leave.

54. Equity and Diversity

Council is committed to the principles of equity and diversity and to the objectives set out in the relevant Anti-Discrimination legislation.

Council will conduct its operations with total commitment to the spirit and intent of the above legislation including the following principles:

- a. Fair practices in the workplace;
- b. Management decisions being made without bias;
- c. Recognition of and respect for the social and cultural backgrounds of all employees and customers; and
- d. Improving productivity through guaranteeing that:
 - (i) The best person is recruited and/or promoted;
 - (ii) Skilled employees are retained;
 - (iii) Training and development are linked to customer need and employee development; and
 - (iv) The workplace is efficient and free of harassment and discrimination.

PART 6 – MISCELLANEOUS PROVISIONS

55. Use of Motor Vehicles

Employees shall be permitted to use motor vehicles for limited private use whilst on duty or during authorised commuter use subject to the following conditions:

- (a) Use is not to interfere with the operation of ICC nor violate any ICC policy or procedure.
- (b) Vehicles are not to be used for purposes of attending, entering, or purchasing from establishments which sell alcohol or provide gambling or prostitution services.
- (c) Vehicles are not to be used for the purposes of 'Outside Employment' as defined in the Code of Conduct for Employees.
- (d) Vehicles are not to be used to transport persons other than ICC employees unless otherwise approved by ICC.

Definitions:

'Commuter Use' is the provision of an ICC vehicle for commuting between the employee's residence and designated normal place of work, or the employee's residence and a location, other than the designated normal place of work, where the employee is required to start and/or finish work to meet business needs

'Limited Private Use' means private usage of an ICC vehicle which incurs minimal additional expense to ICC and is infrequent and brief.

56. Workplace Health and Safety

56.1 Rehabilitation

ICC and its employees are committed to the rehabilitation program and agree to co-operate and participate in the early return to work plan that is developed in consultation with the injured or sick employee, Doctor, their Manager, ICC's Occupational Therapist, ICC's Workplace Health Safety and Wellbeing team and Rehabilitation Co-ordinators.

ICC may require employees to undertake medical assessments to determine the employee's fitness for work.

Payment to staff absent from work due to injury or illness as a result of a work related incident shall be made in accordance with relevant procedures.

56.2 Use of Plant and Equipment

Employees shall use all plant and equipment in accordance with safe operating procedures and present such plant and equipment for safety checking when notified of such programmed or routine inspection and advise the Ipswich Fleet Services of any problems with the plant they are using.

56.3 Incident Reporting and Investigation

Employees shall report every accident, incident, or potentially hazardous situation to Supervisors and/or Workplace Safety and Wellbeing Representatives in accordance with application legislation and assist with any ensuring investigation. The supervisors are to record in Council's nominated system all accidents and incidents as soon as possible.

56.4 Risk Assessment

- (a) A risk assessment is to be conducted by Supervisors prior to and during performance of any tasks in accordance with application legislation. The risk assessments shall be recorded and forwarded by the Supervisor for recording and filing by the Workplace Safety and Wellbeing Manager.
- (b) Employees are to comply with any control measures and/or wear appropriate personal protective equipment which has been identified by the risk assessment to ensure their health and safety

57. Policies, Administrative Directives and Procedures

Employees must comply with ICC policies, administrative directives and procedures as implemented from time to time. ICC will consult with all levels of staff in relation to implementation of policies and procedures that relate to the employment of staff.

58. Time and Remuneration Records and Right of Entry

ICC shall keep time and remuneration records in accordance with the *Industrial Relations Act 2016* (Qld).

Any duly authorised officer of the relevant Union is permitted to enter each office or depot of ICC for the purpose of inspecting records of employment and details of salaries paid to employees to verify compliance with the relevant provisions of this Agreement. Such entry is permitted subject to the provisions of the Act.

Any employee of ICC is permitted to inspect their personal records of employment and payroll records. Any inspections must be carried out at a time agreeable to their Supervisor if within work time.

59. Training and Study Assistance

Training and Study Assistance will be provided in accordance with ICC Directives and procedure.

60. Recognition of Service

Any employee, who has completed twenty (20) years continuous service with ICC (including former Moreton Shire Council and former Ipswich City Council) shall be presented with an embossed gift whilst still employed.

Any employee, who has completed twenty (20) years continuous service with ICC (including former Moreton Shire Council and former Ipswich City Council) and retires at the age of fifty-five (55) years or later or is unstable to continue work as a result of permanent disablement is to be given a non-cash gift of the individual's choice to the value of \$1000.

On the death of an employee who has completed twenty (20) years continuous service with ICC (including former Moreton Shire Council and former Ipswich City Council) their next of kin will be entitled to a non-cash gift of the individual's choice to the value of \$1000.

All employees who have fifteen (15) years or more service at the date of certification of this Agreement will retain access to this clause. Employees who commence after October 2021 or who have less than fifteen (15) years' service as at October 2021 will not be eligible to the \$1000 gift, but the provisions below will apply:

In recognition of their long service, employees will be eligible to be recognised for the completion of ten (10), twenty (20), thirty (30), forty (40), forty-five (45) and fifty (50) years of continuous employment at Ipswich City Council. For each of the above milestones, the employee receives a certificate, letter of service and a gift card for an amount determined by the years of service achieved (\$100 for every ten years of service), presented on a quarterly basis by the General Manager at a Branch/Department function as per the below:

<u>Years of Service</u>	<u>Value</u>
Ten (10) years	\$100
Twenty (20) years	\$200
Thirty (30) years	\$300
Forty (40) years	\$400
Forty-five (45) years	\$450
Fifty (50) years	\$500

PART 7 - DEFINITIONS

The meanings of the terms used in this Agreement are set out below:

Term	Meaning
Agreement	The Ipswich City Council Local Government Employees Certified Agreement 2021
Applicable Award	Queensland Local Government Industry (Stream B) Award – State 2017 Queensland Local Government Industry (Stream C) Award – State 2017
Call Back	Work performed by an employee who is called back to work outside normal working hours in order to attend to an emergency or urgent work.
Commuter Use	Is the provision of an ICC vehicle for commuting between the employee's residence and designated normal place of work, or the employee's residence and a location, other than the designated normal place of work, where the employee is required to start and/or finish work to meet business needs.
Consultation	Consultation shall mean providing the Union and employees with a bona fide opportunity to discuss Council's decision(s). In order to facilitate meaningful consultation, Council will provide employees and the Union with relevant information including reasons for contemplated changes, the number and category of workers likely to be affected and the period over which any change may be intended.
Senior Officers	Senior employees, employed on individual contracts of employment which state that the Agreement does not apply to them.
ICC	Ipswich City Council ABN 61 461 981 077
Limited Private Use	Means private usage of an ICC vehicle which incurs minimal additional expense to ICC and is infrequent and brief.
Major Plant Service	Any service recommended by the manufacturer at intervals generally equal to or greater than two hundred and fifty (250) hours or six (6) months.
Ordinary Time Earnings	The actual ordinary rate of pay the employees receive for their ordinary hours of work including shift loadings where applicable. Ordinary time earnings shall not include overtime, penalty rates, or any other extraneous payments of a like nature, unless stated as part of this Agreement.
Performance Appraisal	All assessment of how efficiently an employee performs the task with a view of recommending improvements, identifying training and development needs, or deciding on salary adjustments.
Queensland Local	Any Local Governments and Joint Boards (within the meaning of the <i>Local</i>

Government	<i>Government Act 2009</i> (Qld), excluding Brisbane City Council), who are respondents to those Awards to which this Agreement applies.
Remuneration	Payment made for services rendered which includes all types of wage and non-wage payments, reward payments for the performance of some specific task, benefits such as provision of an ICC vehicle.
Standby	A period outside the employee's ordinary working hours when he/she is rostered to remain in readiness to return to the workplace to undertake duties for which a standby allowance is payable.
The Act	<i>Industrial Relations Act 2016</i> (Qld)
Unions	The Unions party to this Agreement, jointly or individually as the context requires.

SCHEDULE 1 – RIVERVIEW RECYCLING AND REFUSE CENTRE

This section shall apply to employees who are employed at ICC's Recycling and Refuse Centres (RRCs). Provided that this section shall not be read so as to prevent ICC from engaging employees in ICC's Recycling and Refuse Centre under terms and conditions including different rosters and classifications other than as set out in this Schedule that are consistent with the Agreement.

1. Wages and Classifications

1.1 Grade 13

The Weight Bridge Attendant shall be paid at Grade 13 or equivalent. This rate includes compensation for the following duties:

- Screening and exercising access control with regards to customers, visitors and the types of waste that enters the Centre for disposal.
- Accurately processing tickets through ICC's weighbridge processing system.
- To ensure timely and accurate processing of all transactions, including financial settlements (i.e., cash payments and EFTPOS).
- To ensure correct reconciling and safe custody of daily transactions and financial settlements.
- Any other duties outlined in the position description or as directed for time to time.

1.2 Grade 20

The Waste Service Employee shall be paid at Grade 20 or equivalent. This rate includes compensation for the following:

- General duties at RRCs including the operation of various equipment on site (including front end loader, bulldozer, excavator, and forklift) as per Council policies and procedures.
- Completion of regular reporting requirements, as directed.
- Managing customers site activity, including correct areas to unload recycling and/or refuse within the RRC.
- Monitor site and report any unauthorised material discovered (including any material likely to cause risk of fire, explosion, public health danger, nuisance, or environmental harm).
- Ensure customers don't enter any unauthorised areas of the site (for example, the refuse push pit).

- Ensure the site is clean and free from any impediment that may cause harm to customers or vehicles.
- Ensure customers actions do not cause harm to themselves or others (for example, standing on safety barriers, parking in incorrect locations, unauthorised material).
- Reporting of all safety incidents in a timely and efficient manner (as per Council's policies and procedures).
- Training in the skills necessary to undertake relief duties in the operational Supervisor's position.
- All duties performed by a Grade 13 employee.
- Operation of a heavy combination class vehicle (if required and licenced).
- Duties outlined in the position description, the operations procedure manual or as directed from time to time.

1.3 Grade 22

The Operational Supervisor shall be paid at Grade 22 or equivalent. This rate includes compensation for all the above duties described for Grade 20 plus the duties shown below:

- Operational staff management (including timesheets, leave and roster management).
- Responsibility for plant reporting and maintenance requirements.
- Reporting all safety incidents and improvements on site into Council's safety management system.
- Data collection and reports (as required).
- Monitoring and reporting of any maintenance requirements of the facilities.
- Coordination with Council contractors to ensure safe and efficient operation of the facility (for example, transport of materials offsite).
- Duties outlined in the position description, the operations procedure manual or as directed from time to time.

2. Hours of Duty

2.1 Operation – The Centre shall operate seven (7) days per week

- Employees shall work an average of thirty-eight (38) hours/week between the hours of 6.00 am and 8.00 pm on any four (4) consecutive days of the week with four (4) consecutive days off in accordance with a roster prescribed in this Schedule or as otherwise implemented in accordance with the provisions of this Agreement.
- A meal break of one (1) hour and a combined rest pause of twenty (20) minutes will be taken at times mutually agreed between ICC and the employee. ICC and the employee may agree that the meal break of thirty (30) minutes shall apply.
- Christmas Day and Good Friday will not be working days. There will be no penalty payment for working Public Holidays and weekends where the roster prescribed in Clause 2.2 is worked.

2.2 On Duty Workers

There will be two (2) groups of workers, each group consisting of one (1) Supervisor and four (4) Recycling and Refuse Centre Operators, Weighbridge and additional operational labour will be provided as needed (for example, weekends and public holidays)

There will be extra employees trained within Ipswich Waste Services and used as relief staff if and when required.

Where changes are to be made to the staffing levels outlined in this clause, ICC will consult with impacted Resource Recovery employee/s and the relevant union/s in accordance with Clause 22 Consultation – Introduction to Major Change.

The shifts are as follows:

Shift	Hours	Group A	Group B
1	10.515 10.515 10.515 10.515	Monday Tuesday Wednesday Thursday	Friday Saturday Sunday Monday
2	10.515 10.515 10.515 10.515	Tuesday Wednesday Thursday Friday	Saturday Sunday Monday Tuesday
3	10.515 10.515 10.515 10.515	Wednesday Thursday Friday Saturday	Sunday Monday Tuesday Wednesday
4	10.515 10.515 10.515 10.515	Thursday Friday Saturday Sunday	Monday Tuesday Wednesday Thursday
5	10.515 10.515 10.515 10.515	Friday Saturday Sunday Monday	Tuesday Wednesday Thursday Friday
6	10.515 10.515 10.515 10.515	Saturday Sunday Monday Tuesday	Wednesday Thursday Friday Saturday
7	10.515 10.515 10.515 10.515	Sunday Monday Tuesday Wednesday	Thursday Friday Saturday Sunday

2.3 Four (4) days on and four (4) days off

- (a) In addition to the grade rate prescribed in this Schedule, an employee who works the roster as prescribed in Clause 2.2 will receive an additional 32.5% loading as compensation for penalty rates for working extended shifts, weekends, and public holidays (other than Christmas Day and Good Friday which shall not be worked and for which there will be no reduction in pay).
- (b) Employees will not be entitled to statutory holidays that fall on non-rostered working days.
- (c) Employees who work on a public holiday that falls on a non-rostered working day shall be paid at double time and a half of the ordinary rate of pay for all hours worked. Employees will be entitled to the Christmas shutdown day nominated in Clause 38.4.1 where the nominated day falls on a non-rostered working day.
- (d) ICC may implement rosters other than that prescribed above consistent with the terms of the Agreement. Employees permanently engaged on the roster above as at the date of certification will be retained on that roster for the duration of this Agreement unless otherwise agreed.

3. Annual Leave

Subject to Clause 4 below an employee engaged on the roster prescribed in Clause 2.2 as at the date of certification of this Agreement, shall be entitled to one hundred and seventy-three point six (173.6) hours annual leave per annum on full pay (inclusive of the 32.5% loading). The 17.5% annual leave loading will only apply to one hundred and fifty-two (152) hours of accrued annual leave per annum.

4. Pay Averaging

Employees engaged on the roster prescribed in Clause 2.2 shall have their pays averaged at thirty-eight (38) hours per week. The parties accept that due to this requirement where leave is taken in four (4) day blocks, this will result in a debit against their relevant leave accruals of thirty-eight (38) hours. Where leave is taken in less than a four (4) day block, leave shall be debited based on actual hours and there will not be further claims for additional leave or payment where payments have been based on averaging.

5. Other Conditions

The parties agree that the provisions of Clause 2, 3 and 4 above are consistent with the provisions and intention of previous certified agreements.

All other conditions prescribed by the Agreement shall apply.

SCHEDULE 2 – CLEANERS

1. Classifications and Training

Cleaners employed by ICC are to be classified at the pay levels below.

Council is committed to the development of a new progression scale for Cleaners through the life of this Agreement.

1.1 Cleaners

- Grade 8 A new cleaner or a cleaner who has no qualifications.
- Grade 9 A cleaner who has completed 50% of the competency requirements for attainment of a Certificate 3 in cleaning

Grade 10 A cleaner who has completed a Certificate 3 in cleaning.

1.2 Leading Hand or Remote Location

Grade 11 A cleaner who has completed a Certificate 3 in cleaning and either works in a remote location (e.g. Depots, Customer Service Centres or Councillor Offices) or supervises cleaners.

Grade 12 A cleaner who is described in Level 11 and has completed over 50% of the competency requirements for a leading hand.

Grade 13 A cleaner who has completed a Certificate 3 in cleaning and completed all the competency requirements for a leading hand.

1.3 Cleaning Supervisors

Grade 16 A Cleaning Supervisor is a person who has completed a Certificate 3 in cleaning and all of the leading hand competencies or equivalent experience and is in charge of all cleaners within a defined team.

Grade 17 A Cleaning Supervisor with a Certificate 3 in cleaning and has completed over 50% of the competency requirements for a Cleaning Supervisor.

Grade 18 A Cleaning Supervisor with a Certificate 3 in cleaning and has completed all of the competency requirements for a Cleaning Supervisor or have completed a Level 4 Certificate.

2. Category of Employment

Full-time Employees who are Cleaning Supervisors will work a thirty-eight (38) hour week. Part-time Employees who are employed to work less than thirty-eight (38) hours and should not work below twenty-five (25) hours per week.

A cleaner may work less than twenty-five (25) hours per week with agreement between the cleaner and ICC.


3. Competencies

3.1 Cleaning Supervisor Competencies

- Show Leadership in the workplace (BSBFLM402A)
- Implement effective workplace relationship (BSBFLM403B)
- Lead work teams (BSBFLM404A)
- Manage quality customer service (BSXFMI407A)
- Maintain workplace safety (BSBCMN311A)
- Supervise work routines and staff performance (RTC4908A)
- Maintain first aid equipment and resources (HLTFA3A)
- Operate a personal computer (BSBCMN107A)

3.2 Leading Hands Competencies

- Control the supply of resources to the work site (PRMCL24B)

- 
- Lead a team (LGAWORK308A)
 - Coordinate the work activities of a team (LGAWORK309A)
 - Manage conflict through negotiation (PRSSO305A)
 - Apply basic first aid (HLTFA1A)
 - Manage quality customer service (BSXFMI407A)
 - Operate a personal computer (BSBCMNI07A)

The above competencies may be varied as required following discussions with the staff.

4. Hours of Work

The ordinary hours of work for cleaners may be worked before 6.00 am or after 6.00pm Monday to Friday, provided that an allowance of \$20.00 will be payable for each day on which this occurs. The allowance shall increase in accordance with the wage increases prescribed in Clause 28.1.

SIGNATORIES TO AGREEMENT

Signed by Ipswich City Council)

Sonia Cooper

on the 31 day of August)

2022 by)

Sonia Cooper

being the officer authorised)

(Chief Executive Officer)

Witness

Chloe Boike

.....

(Witness authorised by Council)



Contact person for receipt of hearing details concerning application (someone authorised by the organisation to speak about the agreement on behalf of the organisation):

Signed for and on behalf of)
 THE ELECTRICAL TRADES UNION) (Signature
 QUEENSLAND)
)
)
) (Print Name)
)
)
) (Title)
)
)
)
)
) (Address)
)
)
) (Business Telephone Number)
)
)
) (Facsimile Number)
 In the presence of)
) (Signature)
)
)
) (Print Name of Witness)

Contact person for receipt of hearing details concerning application (someone authorised by the organisation to speak about the agreement on behalf of the organisation):

Signed for and on behalf of) Stacey Schinnerl.....
THE AUSTRALIAN WORKERS' UNION) (Signature)
OF EMPLOYEES, QUEENSLAND)
)
) STACEY SCHINNERL.....
) (Print Name)
)
) Queensland Branch Secretary
) (Title)
)
) 1 September 2022.....
)
)
) (Address)
)
)
) (Business Telephone Number)
)
)
) (Facsimile Number)

In the presence of) Breanna Beattie.....
) (Signature)
)
) BREANNA BEATTIE.....
) (Print Name of Witness)

Contact person for receipt of hearing details concerning application (someone authorised by the organisation to speak about the agreement on behalf of the organisation):

Signed for and on behalf of) Rohan Webb.....
AUTOMOTIVE, METALS,) (Signature)
ENGINEERING, PRINTING AND)
KINDRED INDUSTRIES) ROHAN WEBB.....
INDUSTRIAL UNION OF EMPLOYEES) (Print Name)
QUEENSLAND)
) State Secretary QLD/NT ..
) (Title)
)
)
)
)
) (Address)
)
)
) (Business Telephone Number)
)
)
) (Facsimile Number)

In the presence of) Minami Rose.....
) (Signature)
)
) MINAMI ROSE.....
) (Print Name of Witness)

1 September 2022

Contact person for receipt of hearing details concerning application (someone authorised by the organisation to speak about the agreement on behalf of the organisation):

Signed for and on behalf of) Richard Olsen.....
TRANSPORT WORKERS' UNION OF) (Signature)
AUSTRALIA, UNION OF EMPLOYEES)
(QUEENSLAND BRANCH)) RICHARD OLSEN.....
) (Print Name)
)
) Branch Secretary.....
) (Title)
)
)
)
)
) (Address)
)
)
) (Business Telephone Number)
)
)
) (Facsimile Number)

In the presence of) Helen Dalton-Bridges.....
) (Signature)
)
) HELEN DALTON-BRIDGES
) (Print Name of Witness)

Contact person for receipt of hearing details concerning application (someone authorised by the organisation to speak about the agreement on behalf of the organisation):

Signed for and on behalf of) Gary O'Halloran.....
PLUMBERS AND GASFITTERS) (Signature)
EMPLOYEES UNION QUEENSLAND,)
UNION OF EMPLOYEES) GARY O'HALLORAN.....
EMPLOYEES) (Print Name)
)
) State Secretary.....
) (Title)
)
)
)
)
) (Address)
)
)
) (Business Telephone Number)
)
)
) (Facsimile Number)

In the presence of) Alexandra Parsons.....
) (Signature)
)
) ALEXANDRA PARSONS.....
) (Print Name of Witness)

Contact person for receipt of hearing details concerning application (someone authorised by the organisation to speak about the agreement on behalf of the organisation):

Signed for and on behalf of) Kane Lowth.....
THE CONSTRUCTION, FORESTRY, MINING) (Signature)
AND ENERGY INDUSTRIAL UNION)
OF EMPLOYEES, QUEENSLAND BRANCH)
)
) KANE LOWTH.....
) (Print Name)
)
) Assistant State Secretary.....
) (Title)
)
)
)
)
)
) (Address)
)
)
) (Business Telephone Number)
)
)
) (Facsimile Number)

In the presence of) Emma Eaves.....
) (Signature)
)
) EMMA EAVES.....
) (Print Name of Witness)