



IPSWICH CITY COUNCIL OFFICERS CERTIFIED AGREEMENT 2021





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PART 1 - PRELIMINARY

1. Title

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

2. Purpose and Objective of the Agreement

This Agreement has been negotiated in accordance with ICC's continued commitment to collective bargaining.

3. 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 1 October 2024 or termination in accordance with applicable legislation at that time.

4. Renegotiation of a Replacement Certified Agreement

The parties undertake to commence discussions on a replacement certified agreement six (6) months prior to the nominal expiry of this Agreement.

5. Who is Covered by the Agreement

This Agreement has been entered into between Ipswich City Council and the following unions on behalf of employees:


- Queensland Services, Industrial Union of Employees; and
- The Association of Professional Engineers, Scientists and Managers Australia, Queensland Branch, Union of Employees (APESMA).

This Agreement does not apply to:

- The Chief Executive Officer;
- Senior Officers;
- General Managers responsible for the overall management of a Council department.

6. Conditions of Employment Senior Officers

- (a) Definition: A Senior Officer is an officer who is employed on a written contractual basis and who receives a base salary (not including ICC's contribution to LG Super) which is greater than the amount shown in Clause 28 Table 1 of this Agreement for an Officer classified at Level 8 Increment 5.
- (b) The Clauses in this Agreement as listed below shall not apply to an officer defined as a Senior Officer:
- (i) Clause 21 – Termination of Employment
 - (ii) Clause 28 – Salary
 - (iii) Clause 29 – Salary Increments
 - (iv) Clause 27 – Classification Issues
 - (v) Part 4 – Hours of Work – Clauses 35, 36, 37 and 38

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- (c) The conditions of employment and salary applicable to Senior Officers shall be negotiated individually and shall be entered into a written contract of employment. All other Clauses in this Agreement other than those exempted above shall continue to apply.
 - (d) It is further agreed that should a position occupied by a Senior Officer be determined to be redundant under the provisions described in Clause 23 - Redundancy of this Agreement, those redundancy provisions may apply on the termination of the contractual arrangement by ICC in lieu of the "Termination on Notice by Council" clause shown in the contractual arrangement. The provisions of the Redundancy Clause shall apply where those provisions are proven to be more beneficial to the employee.
 - (e) Clause 6(d) will only apply where the following conditions are met:
 - (i) a copy of the proposed contract is given to the Senior Officer or the person to be appointed as a Senior Officer within a reasonable time (preferably seven days) prior to the contract being entered into by the Senior Officer or the appointee;
 - (ii) the contract is voluntarily entered into by the Senior Officer or the appointee; and
 - (iii) at the time it is agreed and/or renewed, the contract's terms and conditions do not result, on balance, in a reduction in the overall terms and conditions of employment applicable to the Senior Officer if employed under the terms described in this Agreement.

7. How the Agreement is to be Read

This Agreement shall be read and interpreted wholly in conjunction with the *Queensland Local Government Industry (Stream A) Award – State 2017*. Provided that where there is any inconsistency between this Agreement and the above-mentioned Award this Agreement shall take precedence to the extent of that inconsistency.

8. 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 parties to this Agreement. Once formed, the Joint Consultative Committee will determine the date, time, place, and frequency of meetings. The Joint Consultative Committee will meet every three (3) months as a minimum.

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


Union Officials will receive an open invitation to attend and speak at meetings and be advised of the date, time, and venue of meetings as soon as practical.

9. Availability of the Agreement

ICC shall ensure that an up-to-date copy of this Agreement is readily available for perusal by employees. 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.

10. No Extra Claims

The parties agree that this Agreement is in settlement of all enterprise bargaining claims for the life of the Agreement. The industrial organisations undertake that during the period of operation of this Agreement, there shall be no further wage increase sought, or granted, except for those provided under the terms of this Agreement.



Any increase in pay or conditions obtained through this Agreement will absorb all safety net or like increases granted by the Queensland Industrial Relations Commission for the period of this Agreement.

PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT

11. Grievance and Dispute Settlement Procedure

It is agreed that it is in the interest of all parties to manage 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 employee 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:

- (a) The employee is to notify, in writing or otherwise, the Supervisor 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.
- (b) 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.
- (c) If the matter is not resolved at this meeting, the employee may request the Supervisor to refer the matter to the Branch Manager. Further discussions involving all parties are to be held again within forty-eight 48 hours, if practicable.
- (d) If the matter is not resolved at this meeting, the employee may request the Supervisor to refer the matter to the General Manager or Chief Executive Officer. Further discussions involving all parties are to be held again within forty-eight 48 hours, if practicable.
- (e) 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 issues involved.

While this procedure is being followed, normal work is to continue, except where there are genuine matters of health or safety involved. In this case the employee 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 Joint Consultative Committee or the employee's local delegate of the relevant union.

12. Flexible Work Practices

Council is supportive of flexible work provisions for employees. This may include options for certain positions to work from home subject to the demands of the position, relevant workplace health and safety legislation, Queensland Health directions or by way of mutual agreement between the employee and the Branch Manager/General Manager or Chief Executive Officer.

Ipswich City Council will support Flexible Work Arrangements in agreed circumstances with the provision of suitable technology to support its employees to complete their duties. Council will maintain a Procedure and share this with all employees via the Council intranet.

13. Appointment to Vacancies

The parties agree that if a position becomes vacant, which has to be filled in the short term prior to advertising, then the principle of 'cascading up' will be utilised and the position will be filled within 3 months of the vacancy occurring unless exceptional circumstances exist.

- (a) The following positions may be filled by simultaneous advertising:
- (i) all positions classified at the first increment of Level 5 of the General Salary Scale and above; and
 - (ii) any positions for which specialised skills are required, and which ICC believes are not currently possessed by an employee who may apply for the vacant position.

A report showing positions advertised under the provisions of Clause (13(a)(ii)) will be provided to the Joint Consultative Committee on request.

- (b) No permanent position other than those positions referred to in subclause (a) above, including newly created positions, shall be filled by ICC unless applications are invited first from any interested employees of ICC regardless of whether such employees are permanent employees or whether they are employed in terms of this Agreement or any other Certified Agreement. In the event of no such applications being in the opinion of ICC suitable for appointment to the position or where internal recruitment activities attract four (4) or less applicants, applications may be invited from outside the service of ICC. Where a decision is made to seek external applicants, ICC shall inform all internal applicants and the relevant Union of this in writing.
- (c) 'Simultaneous advertising' means advertising a vacant position to employees of ICC and externally to the public at large, seeking applications for the filling of the vacant position by means of appropriate advertisements timed to appear at the same time.

14. 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

15. Part Time Employment

15.1 Approval of Employment

ICC may employ an employee on a part-time basis.

16. Definition of Part Time Employee

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.

16.1 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.

The ordinary working hours of part-time employees shall not be less than three (3) hours per day and ten (10) hours per week but shall not exceed 7.6 hours per day or ten (10) hours per day by agreement or thirty-eight (38) hours per week. The provisions relating to weekend work applicable to full-time employees shall apply.

Work rosters will be mutually agreed in advance and may be altered to meet operational requirements and/or work life balance issues. Changes to work rosters, including any increased or decreased hours, are to be mutually agreed.

16.2 Overtime

A part-time employee who works in excess of the ordinary working hours or ordinary daily hours as prescribed above by this Agreement, shall be paid overtime in accordance with the applicable Award.

16.3 Leave Entitlements

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

17. Casual Employment

17.1 Conversion of Casual Officers

Definition:

"Casual Officer" shall mean an Officer engaged and paid as such by ICC, who is employed on an hourly basis, and whose employment is subject to termination at any time without notice. The role of casual employees is to cater for peaks in demand for labour. Casual employees should not be employed for extended fixed periods nor should they be used to permanently replace permanent employees.

"Appropriate Hourly Rate" shall mean the ordinary hourly rate of the casual officer not including casual loadings as detailed in Clause 17.4.

Employees employed on long fixed term arrangements should be employed on a permanent basis.

This provision shall apply to a Casual Officer who has been engaged to work a sequence of periods of employment during a period of six (6) months.

A Casual Officer who has been engaged in accordance with this subclause shall, at the completion of six (6) months service, have a right to elect to have their employment converted to full-time or part-time employment if it could be reasonably expected that their employment is to continue. Council shall advise the Officer in writing of their right to elect to have their employment converted to full-time or part-time employment. The Officer retains his or her right of election under this clause if ICC fails to comply with this subclause.

ICC is not obliged to convert the Officer to a permanent appointment where there are reasonable grounds. Reasonable grounds for refusal are where the Casual Officer:

- (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.

An Officer who converts shall be employed as either a part-time or full-time according to the pattern of ordinary hours worked in the preceding six (6) month period or otherwise by mutual agreement in writing.

An Officer must not be engaged and re-engaged to avoid any obligation under this Agreement.

These casual conversion provisions will have effect from the certification of this Agreement for Officers who had, at that date, worked a sequence of periods of employment during a period of six months.

17.2 Hours of Duty

The ordinary hours of duty of Casual Officers shall not exceed 7.6 hours on any one day or thirty-eight (38) hours in any one week. Such ordinary hours shall be worked between the hours of 6.00 am and 9.30 pm Mondays to Fridays, both days inclusive and between the hours of 6.00am and 6pm on Saturdays and Sundays.

17.3 Minimum Period of Engagement

Casual Officers shall be provided for a minimum period of three (3) hours' work on each engagement or be paid for a minimum of three (3) hours at the appropriate casual rate, except for staff employed in Libraries where a minimum period of two (2) hours shall apply, for the purposes of training.

17.4 Rates of Pay

The ordinary hourly rate of pay of Casual Officers shall be ascertained by dividing the annual salary for the classification in which the Officer is employed by 52, dividing the resultant answer by 38 and adding the following loadings:

- (a) 6.00 am and 6.00 pm Mondays to Fridays (both inclusive) 25%
- (b) 6.00pm and 9.30pm Mondays to Fridays (both inclusive) 31%
- (c) Between 6.00am and 6.00pm Saturday 75%
- (d) Between 6.00am and 6.00pm Sunday 125%

17.5 Overtime

Overtime will be paid for at the appropriate hourly rate, plus 50% on Mondays to Fridays, and plus 100% on Saturdays and Sundays.

17.6 Public Holidays

All times worked by a Casual Officer on any of the public holidays mentioned in Clause 39 Statutory Holidays shall be paid for at the appropriate hourly rate plus 150% with a minimum payment of four (4) hours work.

17.7 Crib Breaks

Casual Officers required to continue working for more than five (5) consecutive hours shall be allowed a crib break of thirty (30) minutes which shall not be counted as time worked. If such crib break is not given prior to the commencement of the fifth (5th) hour of work, double rates shall be paid for all work performed until a break of thirty (30) minutes is given or until the cessation of work, whichever is the earlier.

17.8 Other Conditions

The provision of Clause 23 Redundancy, Part 5 Statutory Holidays & Leave, Clause 13 Appointment to Vacancies and Clause 35 Overtime shall not apply to Casual Officers. All other provisions of this Agreement shall apply except to the extent they are superseded or modified by the provisions of Clause 17 Casual Employment.

18. Employment Security, Use of Contractors and Consultation

18.1 Employment 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 this 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 of full-time and part-time employees. Accordingly, subject to Clause 18.2 and 18.3, where there is a need for additional employees on a permanent basis, ICC will employ full-time or permanent part-time employees. Otherwise where appropriate, casual, or temporary employees may be engaged.
- (d) However, there will be times when specialized or urgent services or an excess of work will require the use of contractors. ICC will not utilize contractors or labour hire employees for the purpose of reducing the pay, conditions, or employment security of ICC employees.
- (e) Employment security will not prevent ICC from engaging contractors or outsourcing in accordance with the terms of this Clause 18.

18.2 Use of Contractors

Subject to the consultation obligations in Clause 18.3, the engagement of contractors or the leasing of services will only be appropriate in the following circumstances:

- (a) in the event of critical shortages of skilled staff;
- (b) where there is excess of work, that is not permanent in nature, that cannot be accommodated by ICC's workforce;
- (c) where there is a requirement for urgent or specialised services;
- (d) extraordinary or unforeseen circumstances;
- (e) it can be clearly demonstrated that it is in the public interest that such services should be contracted out; or
- (f) where the operational requirements of ICC cannot otherwise be met.

People and Culture will review any engagement of a contractor that exceeds 12 months to determine if other arrangements should apply.

18.3 Consultation

18.3.1 Contracting Out – Services Currently Supplied by ICC Employees

Should any proposed contract (including any significant variation to the scope of work to a contract existing at the time of certification of this Agreement) relate to the services currently provided by 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 to enter into any otherwise binding legal arrangement for provision of services by an external provider.

If, after full consultation with unions and employees, employees are affected by a decision to contract out or lease current services, ICC will ensure that those employees have 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.

18.3.2 Procedure to Apply Where Proposed use of Contractors does not Relate to Services Currently Provided by ICC

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, the relevant Unions are advised of the details of the contractor, the type of work to be undertaken and the location of the work;
- (b) Where the commencement of a new contractual arrangement will result in a 'significant effect on employees' as defined in Clause 22 Consultation – Introduction of Major Change, consultation will occur in accordance with Clause 22;
- (c) When assessing tenders or quotations for the use of contractors, such contractors confirm that the contractors 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.

19. Flexible Hours

All employees are permitted to work flexible hours in consultation with their Manager/Supervisor under a flexible work agreement.

The maximum flextime accrual is 38 hours for full time employees.

20. Travel Arrangements

- (a) When an employee is required to work a shift, which commences or finishes at a time when the employees' normal means of private or public transport is not available, ICC must reimburse the reasonable cost of a taxi fare, as appropriate from:
 - (i) the employee's home to the place of employment; and/or
 - (ii) from the place of employment to the employee's home.
- (b) Provided the maximum reimbursement for such journeys shall be limited to journeys of no more than fifteen (15) kilometres away.
- (c) This subclause does not apply where ICC provides transport in the situation set out in sub-clause (20(a)) above free of charge to the employee.

21. Termination of Employment

21.1 Notice of Termination by Employee

The notice period for all employees (excluding casual staff) shall be two (2) weeks.

If an employee fails to give the required 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:

(a) for all positions classified up to Level 5:

<u>Period of Continuous Service</u>	<u>Period of Notice</u>
Up to completion of three (3) years	Two (2) weeks
Three years and up to the completion of five (5) years	Three (3) weeks
Five (5) years and over	Four (4) weeks

(b) for all positions classified at Level 6 and above, 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 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 two (2) weeks' notice, or in lieu of such notice, two (2) weeks wages shall be paid.

The period of notice in this sub-clause shall not apply to casual employees nor in the case of dismissal for misconduct or other grounds that justified instant dismissal.

22. Consultation – Introduction of Major Change

- (a) 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 purposes 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 Award makes provision for the alteration of any of the matters referred to in this clause, the alteration shall be deemed not to have significant effect.
- (b) ICC shall discuss with the employees affected and the relevant Union, the introduction of the changes referred to in subclause (a) 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.
- (c) The discussions shall commence as early as practicable before a definite decision has been made by ICC to make the changes referred to subclause (a).
- (d) 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 effect 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 be inimical to 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 to 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 for reasons set out in Clause 23.1 the employee shall be entitled to the same period of notice of transfer as they would have been entitled to if their 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 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

- (a) During the period of notice of termination given by ICC an employee shall be allowed up to one (1) day as time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee 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 in the circumstances outlined in Clause 23.1 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 as a result of a decision made under Clause 23.1 a notice of termination of employment has been given to an employee, the employee will be given access to Outplacement Services and appropriate training to a total value of \$3,000. It is accepted that the employee may make a claim for reimbursement if they have left employment of ICC by way of redundancy.

23.6 Appointment to positions

In respect of employees who have received notice of termination of employment as a result of a decision made under Clause 23.1:

- 
- (a) If an 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 apply.
 - (b) Provided that this Clause applies only to the first appointment made to a position after the date of notice of termination of employment. Further provided that for the purposes of determining the amount of severance pay, the employee's ordinary time earnings for their 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 the General Manager, an 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 hereof. Where such employee's application for a position is not successful, an offer of severance pay will be made forthwith.

23.7 Severance Pay

In addition to the period of notice prescribed for ordinary termination, an employee whose employment is terminated for reasons set out in Clause 23.1 shall be 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 eligible 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.
- (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 have their employment terminated and this request will be agreed to. Severance payment for such termination will be in accordance with Clause 23.7(a) with the exception of the additional payment equal to the employee's ordinary time earnings for thirteen (13) weeks.
- (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's employment will be terminated and the employee will be entitled to severance payment made in accordance with Clause 23.7(a), however the additional payment of thirteen (13) weeks will be reduced on a pro rata basis for each completed week in the redeployed position.

23.8 Employee Leaving During Notice Period

An employee whose employment is terminated for reasons set out in Clause 23.1 may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this Clause had he/she remained with ICC until the expiry of such notice. In these circumstances the employee shall not be entitled to payment in lieu of notice.

23.9 Alternative Employment

- (a) ICC, in a particular redundancy case, may make application to the Queensland Industrial Relations Commission to have the general severance pay prescription varied if ICC obtains alternative employment for an employee which is acceptable to both parties.
- (b) Notwithstanding the provisions above where an employee whose position is no longer required in accordance with this Clause, finds or is found employment suitable to the employee with another local



government or other authority, prior to termination, the employee will be ineligible for payment of severance pay in accordance with Clause 23.3.

23.10 Exemption from Redundancy Clause

This redundancy clause 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

This Clause 23 shall not apply to employees with less than one (1) year's continuous service and the general obligation of 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 Joint 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 out of this clause's provisions including claims that ICC has not met their obligations shall be dealt with in accordance with Clause 11 - Grievance and Dispute Settlement Procedure.

25. 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.
- (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 enquiries 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) For the purpose of this Clause and this Agreement, the relevant Union shall be those unions that have eligibility to enrol members within at least one (1) of the callings provided for in this Agreement.

25.1 Industrial Relations Training Leave

25.1.1 Entitlement

Upon written application by an employee to ICC such application being endorsed by the industrial organisation and giving to ICC at least one (1) months' notice, such employee shall be granted up to ten (10) working days' leave (non-cumulative) each calendar year, at ordinary time earnings, to attend courses, executive meetings and seminars and agreed Trade Union training.

25.1.2 Conditions

The granting of such leave shall be subject to the following conditions:

- (a) An employee must have at least twelve (12) months uninterrupted service with ICC prior to such leave being granted.
- (b) The maximum number of employees attending an agreed Trade Union course or seminar at the same time shall be four (4) per Union.
- (c) The granting of such leave shall be subject to the convenience of ICC and so that the operations of ICC will not be unduly affected.
- (d) The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the ICC's operations.
- (e) In granting such paid leave, ICC is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
- (f) Leave granted to attend agreed Trade Union courses will not incur additional payment if such course coincided with the employee's fixed day off or with any other concessional leave.
- (g) Such paid leave will not affect other leave granted to employees under this Agreement.

26. Transmission of Business

In this clause "business" includes trade, process, business, or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment, or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

Where a business or part of a business of ICC is transmitted from ICC to another employer (the transmittee) and an employee, who at the time of such transmission was an employee of ICC in that business, becomes an employee of the transmittee, ICC will ensure that the terms and conditions of employment paid by the transmittee are no less favourable than those which applied to the employment with ICC.

Where ICC declares any positions redundant as a consequence of a transmission of business, the terms described in Clause 23 of this Agreement shall apply.

PART 3 - REMUNERATION

27. Classification Issues

- (a) A position description which accurately describes the roles, duties and responsibilities of each position will be maintained by ICC. Copies of replaced position descriptions will be maintained on the Council intranet system and will be accessible by all employees.
- (b) Should an employee believe that a position description does not accurately reflect the duties carried out for the roles and responsibilities of their position, that employee shall inform their Supervisor. Upon receipt of this advice, the Supervisor shall hold discussions with the employee to ensure that the position description is accurate. Such actions shall wherever possible be completed within two (2) weeks of the receipt of the advice.
- (c) Should an employee believe that their position is not classified appropriately in accordance with the Award definitions, that employee shall advise their Supervisor of this in writing, setting out the reasons. Upon receipt of this advice, the supervisor shall in conjunction with the People and Culture Business Partner and a Union representative as required review the relevant position description against the Award provisions. Such review shall be conducted as quickly as practicable, but in no case shall take more than six (6) weeks. If it is found that the position is not correctly classified, the proposal, together with the recommendation of the reviewing team, shall be forwarded to the General Manager for consideration, the reclassification if approved shall be effective from the date of the employee's submission.
- (d) Should an employee feel aggrieved at the outcome of the above-mentioned review, an appeal can be made to the Chief Executive Officer. The course of such an appeal shall be conducted within six (6) weeks of the appeal by the employee.

In the event that there is a failure to reach an amicable outcome through the above process, an employee may lodge an appeal in accordance with Clause 11 Grievance and Dispute Settlement Procedures of this Agreement.

28. Salary

28.1 Salary Table

Salary Table 1 at Clause 28.3 applies to employees working a thirty-eight (38) hour week classified in terms of the definition criteria set out in Schedule A to the Award.

Salaries in Table 1 include the percentage wage increases set out in Clause 28.4.

28.2 Junior Rates

Junior Rates set out in the salary tables are calculated on the following basis:

Under 17 Years of Age	55% of First Increment Level 1
17 Years of Age	60% of First Increment Level 1
18 Years of Age	70% of First Increment Level 1
19 Years of Age	80% of First Increment Level 1
20 Years of Age	90% of First Increment Level 1

28.3 Salary Table

LEVEL	Wage increase of 2.5% payable from the first pay period on or commencing 1 December 2021		Wage increase of 3.5% on the first full pay period on or commencing 1 October 2022		Wage increase of 3.5% on the first pay period on or commencing 1 October 2023	
	Annual Salary	Weekly Salary	Annual Salary	Weekly Salary	Annual Salary	Weekly Salary
1.1	\$56,937	\$1,095	\$58,929	\$1,133	\$60,992	\$1,173
1.2	\$57,772	\$1,111	\$59,794	\$1,150	\$61,887	\$1,190
1.3	\$58,972	\$1,134	\$61,036	\$1,174	\$63,173	\$1,215
1.4	\$60,287	\$1,159	\$62,397	\$1,200	\$64,581	\$1,242
1.5	\$61,661	\$1,186	\$63,819	\$1,227	\$66,053	\$1,270
1.6	\$63,206	\$1,215	\$65,418	\$1,258	\$67,707	\$1,302
2.1	\$64,809	\$1,246	\$67,077	\$1,290	\$69,425	\$1,335
2.2	\$66,452	\$1,278	\$68,778	\$1,323	\$71,185	\$1,369
2.3	\$68,230	\$1,312	\$70,618	\$1,358	\$73,090	\$1,406
2.4	\$70,104	\$1,348	\$72,557	\$1,395	\$75,097	\$1,444
3.1	\$71,978	\$1,384	\$74,497	\$1,433	\$77,104	\$1,483
3.2	\$73,852	\$1,420	\$76,437	\$1,470	\$79,112	\$1,521
3.3	\$75,729	\$1,456	\$78,380	\$1,507	\$81,123	\$1,560
3.4	\$77,606	\$1,492	\$80,322	\$1,545	\$83,133	\$1,599
4.1	\$79,479	\$1,528	\$82,260	\$1,582	\$85,139	\$1,637
4.2	\$81,349	\$1,564	\$84,196	\$1,619	\$87,143	\$1,676
4.3	\$83,226	\$1,600	\$86,139	\$1,657	\$89,154	\$1,714
4.4	\$85,108	\$1,637	\$88,087	\$1,694	\$91,170	\$1,753
5.1	\$86,974	\$1,673	\$90,018	\$1,731	\$93,169	\$1,792
5.2	\$88,852	\$1,709	\$91,962	\$1,768	\$95,181	\$1,830
5.3	\$90,727	\$1,745	\$93,902	\$1,806	\$97,189	\$1,869
6.1	\$93,849	\$1,805	\$97,134	\$1,868	\$100,533	\$1,933
6.2	\$96,975	\$1,865	\$100,369	\$1,930	\$103,882	\$1,998
6.3	\$100,102	\$1,925	\$103,605	\$1,992	\$107,231	\$2,062
7.1	\$103,223	\$1,985	\$106,835	\$2,055	\$110,575	\$2,126
7.2	\$106,350	\$2,045	\$110,072	\$2,117	\$113,925	\$2,191
7.3	\$109,474	\$2,105	\$113,306	\$2,179	\$117,271	\$2,255
8.1	\$113,230	\$2,177	\$117,193	\$2,254	\$121,294	\$2,333
8.2	\$116,980	\$2,250	\$121,074	\$2,328	\$125,312	\$2,410
8.3	\$120,726	\$2,322	\$124,951	\$2,403	\$129,324	\$2,487
8.4	\$124,244	\$2,389	\$128,593	\$2,473	\$133,093	\$2,559
8.5	\$127,764	\$2,457	\$132,236	\$2,543	\$136,864	\$2,632

28.4 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

29. Salary Increments

Movement to the next highest salary point within a level will be by way of annual increment subject to the employee having given satisfactory service for the prior twelve (12) months in accordance with agreed Performance Appraisal processes in place.

Where the ICC chooses not to implement a Performance Appraisal System, movement between salary points will occur at yearly intervals.

Movement to a higher level within the scale will occur by way of promotion to a vacant position or reclassified position for which an employee is sufficiently skilled to perform the duties thereof.

30. Remuneration Payments

30.1 Period

The parties agree that remuneration payments will be made weekly.

30.2 Method

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

30.3 Manner

Where payments are made by EFT, 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.

31. 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:

- (a) 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.

32. Requirement to Hold Licenses

32.1 Electrical Contractor License

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, increased in accordance with this Agreement.

32.2 Electrical Work License

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, increased in accordance with the Agreement.

33. 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 superannuation fund, the default superannuation fund will be Local Government Superannuation Plan (Qld) (Brighter Super).

34. Salary Packaging

The salary rates prescribed in this Agreement may be taken by means other than money by an arrangement that:

- (a) complies with current taxation rules;
- (b) is of no additional cost to ICC now or at some future time; and
- (c) is no less favourable to the employee than the entitlements otherwise available under this Agreement,

And shall be subject to the following provisions:

- (a) The employee being required to seek independent financial advice before entering into salary packaging arrangements.
- (b) The salary packaging agreement, the terms, and conditions of which shall be in writing and signed by both ICC and employee, shall detail the components of the total remuneration package. A copy of the agreement shall be made available to the employee.
- (c) The configuration of the salary package shall remain in force for the period agreed between ICC and employee.
- (d) Where at the end of the agreed period, the full amount allocated to a specific benefit has not been utilised by agreement between ICC and the employee, any unused amount may be carried forward to the next period or paid as salary which will be subject to the usual taxation requirements.
- (e) The salary for superannuation purposes shall be the salary as provided in this Agreement.
- (f) ICC is willing to facilitate appropriate training for staff who desire to undertake salary packaging.

PART 4 – HOURS OF WORK

35. Hours of Duty

- (a) Subject to the provisions contained in this Agreement, the ordinary hours of duty of employees shall not exceed thirty-eight (38) hours per week or 7 hours 36 minutes per day, to be worked Monday to Sunday, both days inclusive, between the hours of 6.00 am and 8.00 pm. Provided that by mutual agreement an

employee may work up to ten (10) hours per day or an averaging of thirty-eight (38) hours over an agreed number of weeks.

- (b) Generally, ordinary hours of duty for the ICC employees who work a thirty-eight (38) hour week will normally be from 8.00 am to 4.30 pm Monday to Friday.

36. Ordinary Hours of Work

Ordinary hours worked will be in accordance with the following principles:

- (a) Weekend work as part of ordinary hours for employees can only be worked with the agreement of the employee unless the employee has applied for and has accepted an appointment to a position that requires weekend work as part of their ordinary hours.
- (b) ICC may externally advertise positions requiring weekend work (including the averaging of the ordinary hours over a period of weeks) in the event there are not sufficient appointable volunteers to fill any required positions.
- (c) Ordinary hours of work on the weekend will be subject to a penalty payment of time and a half for Saturday work and double time for Sunday work.
- (d) Ordinary hours (not including flexitime or work to be taken as TOIL) worked after 6pm Monday to Friday will be subject to a penalty rate of 25%.
- (e) By agreement between the Branch Manager and the employee, the spread of hours may be altered. During any negotiations for any changes, should an employee desire it, they may have the assistance of a Union Representative.
- (f) Such ordinary daily hours shall be worked consecutively with a break of not less than half an hour or more than one (1) hour for a meal to commence no later than five (5) hours after starting time each day.
- (g) Provided that where work requirements dictate, employees shall alter the time of taking their scheduled meal break by up to one (1) hour. In such circumstances the meal break shall be not less than half hour duration. By agreement as between an employee and Branch Manager the difference as between the meal break taken and the usual meal break of the employee, may be taken on the day in question as time in lieu and if it is not so taken it shall be paid as overtime.
- (h) The ordinary hours of duty of employees who have other workers employed under an Award, other than the Local Government (Stream A) Award – State 2017, under their immediate supervision shall if so determined by the General Manager be the same as the ordinary hours of the workers supervised (provided that this subclause shall not apply to employees holding professional qualifications, and for the purpose of this subclause Engineering Surveyors shall be deemed to be included in that category) and subject to the following conditions:
 - (i) Such officers shall, whilst supervising workers covered by Ipswich City Council Local Government Employees Certified Agreement 2021, be entitled to the allowances or special rates prescribed by the Ipswich City Council Local Government Employees Certified Agreement 2021, and when actually subject to the disabilities which attract those allowances or special rates, be paid such allowances on the same terms and for the same periods as those applicable to workers covered by Ipswich City Council Local Government Employees Certified Agreement 2021.
 - (ii) Where an employee is entitled to an allowance under any other provision of this Agreement and is also entitled to a special site rate or disability allowance under this subclause in respect of the same disability then such employee shall not be entitled to receive both allowances but shall receive the higher allowance of the two.
 - (iii) Paragraphs (i) and (ii) of this subclause shall not be interpreted so as to include extra payments or allowances such as bonuses or prosperity payments, industry payments or increments for service, tool allowances or allowances payable to special classes of officers, in consideration of circumstances unrelated to general industry conditions. Further the term ‘workers’ shall

include all employees whose classifications are contained in the Ipswich City Council Local Government Employees Certified Agreement 2021.

- (i) All officers shall be allowed a rest pause of 15 minutes in either the first half or second half of the daily work. The 15-minute rest pause shall be taken at such time as will not interfere with the continuity of work.
- (j) Time records shall be provided to record all time including overtime worked by officers and details of any agreements between Department Heads and Officers to work outside ordinary hours. Such records shall be available to an authorised officer of the relevant Union for inspection purposes during normal working hours.

36.1 Rostering Principles

Where ordinary hours are averaged over an agreed period of weeks the roster shall ensure there are no more than:

- (i) ten (10) working days in two (2) consecutive weeks (76 hours)
 - (ii) fifteen (15) working days in three (3) consecutive week (114 hours)
 - (iii) twenty (20) working days in four (4) week consecutive weeks (152 hours) etc
- (a) Ordinary hours will not be worked on more than five (5) days in each week, provided that if ordinary hours are worked on six (6) days in one (1) week, ordinary hours in the following week will be no more than four (4) days.
 - (b) Ordinary hours will be worked so as to provide the employee with at least two (2) consecutive days off each week or three (3) consecutive days in a three (3) week period.

In relation to the development of new rosters involving weekend work (including those that will be utilised in external recruitment) the principles set out Clause 36.2 shall apply.

36.2 Changes to Rosters

- (a) Rosters may be changed by:
 - (i) agreement between ICC and the employee/s and/or relevant Union; and
 - (ii) 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:

- (i) how the changes would address operational requirements of ICC and promote efficiency; and
 - (ii) impact on employee/s.
- (b) 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. Agreement to changes will not be unreasonably withheld.
 - (c) The consultation process will end after fourteen (14) days of the receipt of the written notification unless otherwise agreed by the parties.
 - (d) After taking into account operational requirements and any matter raised in consultation, ICC will determine if the roster change is to be implemented. If ICC decides to implement the change ICC will provide notice to employee/s of the roster change of not less than two (2) weeks. In the event there is a dispute as to the operation of this clause or the implementation of a roster the matter may be referred for resolution in accordance with Clause 11 – Grievance and Dispute Settlement Procedure.
 - (e) Nothing in this Clause will prevent ICC and employees who agree to work alternative rosters from doing so.

36.3 Emergencies

In the event that a State of Emergency is declared, the parties agree that ICC may make amendments to the rosters on twenty-four (24) hours' notice to immediately implement operational demands affected by such emergencies. Changes to such rosters in emergencies will be paid the appropriate rates as prescribed for shift work in the relevant Award. Provided that an employee shall be entitled to remain on their existing roster where there are genuine personal reasons that prevent the employee from working the change in roster and this is communicated to ICC as soon as practicable.

36.4 Make Up Time

An employee may, with the consent of Management, 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.

37. Overtime

- (a) Except as otherwise provided in this Clause, overtime worked by all employees either outside the spread of ordinary hours on any day, or in excess of the ordinary weekly hours shall be paid for at the rate of time and a half.
- (b) All overtime worked on Saturdays and Sundays shall be paid for at the rate of double time with a minimum payment of three (3) hours.
- (c) All work done during the recognised meal period shall be paid for at the rate of double time, such payment to continue until a meal period has commenced. Such meal period shall be of the same duration as the meal period the employee would have enjoyed had the employee not been required to continue working.
- (d) An employee recalled to work overtime away from home whether notified before or after leaving the usual place of employment and who returns home on the completion of such overtime worked, shall be paid for a minimum of three (3) hours work at this overtime rate for each time the employee is so recalled, provided that the employee shall not be required to work for three (3) hours if the work the employee is required to perform is completed within a shorter period.
- (e) An employee called upon to work overtime at home shall be entitled to be paid for a minimum of thirty minutes at overtime rates for each time the employee is called upon to work overtime, provided that the employee shall not be required to work for such thirty minutes if the work the Employee is required to perform is completed within a shorter period.
- (f) An employee who works so much overtime between the termination of the employee's ordinary work on the one day and the commencement of the employee's ordinary work on the next day, so that the employee has not had at least ten (10) consecutive hours off duty between those times shall, subject to this subclause, be released after the completion of such overtime until the employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. Provided that overtime worked in the circumstances of this subclause shall not be regarded as overtime for the purposes of this subclause where the actual time worked is less than two (2) cumulative hours.
- (g) If an employee is instructed to resume or to continue work without having had such ten (10) consecutive hours off duty, the employee shall be paid at double ordinary rates until the employee is released from duty for such period, and an employee shall be entitled to be absent until the employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during that absence.
- (h) This Clause shall not apply to employees performing shift work, who shall be paid overtime as specified in the Award.
- (i) Any employee required to work overtime which commences or finishes at a time when the employee's normal means of private or public transport is not available at that time shall either be provided with transport or be reimbursed the cost of a taxi fare, as appropriate:
 - (i) from the employee's home to the place of employment; and/or

- (ii) from the place of employment to the employee's home.

Provided that the maximum reimbursement for such journey shall be limited to journeys of no more than fifteen (15) kilometres each way.

- (j) An employee who is required to continue working more than 2 hours after their usual ceasing time shall be paid a meal allowance of \$13.45.
- (k) An employee who is recalled to work overtime shall receive a meal allowance of \$13.45 and a paid thirty (30) minute crib break after the completion of five (5) hours of overtime. A further paid break of thirty (30) minutes shall be provided and an additional meal allowance of \$13.45 paid, after an additional period of four (4) hours, where the employee is required to work beyond this period. The value of the meal allowance shall be increased in accordance with the Award.

37.1 Time Off in Lieu of Payment for 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 (a) of this subclause where such time has not been taken within three months of accrual and requested by the employee.

38. Standby for After Hours Work

It is agreed between the parties that employees rostered on standby for afterhours work, typically expected to work after hours or leave their homes after hours to attend to work when called, will be paid in accordance with the following clauses. Where there is a requirement for employees to be available on call, ICC will first seek volunteers to fill on call requirements.

- (a) An employee who is required by the Branch/General Manager to be on standby for afterhours work shall be paid an allowance at the rate of \$280 for each week upon which the employee is required to be on standby. The allowance will be increased in accordance with Clause 28.4.
- (b) An employee whose period of on standby for afterhours work includes or coincides with a Public Holiday, shall have added to the employee's annual leave entitlement, one day for each such holiday on which such employee is required to be on standby.
- (c) Employees who are on standby for afterhours work and are called upon to work outside normal hours, will be paid from the commencement of that work until the completion of such work, with such payment being made in accordance with the Overtime Clauses of this Agreement, except that the provisions relating to minimum payment do not apply.
- (d) Employees on stand-by may be required to perform emergency work which does not require the employee to perform a call-out as the work can be completed from home. Emergency work performed from home shall be paid at the prescribed rates for that day, from the time the work commences until the time the work is completed. The payment received in these circumstances shall not be less than one half hours salary at ordinary time rates. This provision does not apply to Senior Officers.
- (e) Where an employee is required by the Branch Manager to be on standby for afterhours work, such employee will be provided with a, mobile phone, laptop computer or reimbursement of the business component of telephone charges, as is necessary to perform the duties required of an Officer on standby.
- (f) Only those Officers rostered on standby for afterhours work in accordance with this Clause will be required to respond to afterhours calls.
- (g) An employee who is required to be on standby for afterhours work will be provided with an ICC vehicle for the period during which they are on standby and will during that period be entitled to limited private

use of that vehicle. Limited private use restricts usage to within 100 kilometres of the Ipswich City boundaries.

PART 5 – STATUTORY HOLIDAYS, LEAVE

39. Statutory Holidays

39.1 Christmas, New Year, Easter, Anzac Day and Australia Day

All work done by any employee on Good Friday, Christmas Day, Anzac Day, New Year's 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.

39.2 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 works 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.

39.3 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 such 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.

39.4 Stand Down

39.4.1 Christmas

Any and every employee who, having been dismissed or stood down by ICC during the month of December in any year, shall be re-employed by ICC at any time before the end of the month of January in the next succeeding year shall, if that employee shall have been employed by ICC for a continuous period of two (2) weeks or longer immediately prior to being so dismissed or stood down, be entitled to be paid and shall be paid by ICC (at the ordinary rate payable to that employee when so 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.

39.4.2 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.

39.4.3 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.

39.4.4 Substitution of Holidays

Where there is agreement between the majority of employees concerned 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.

40. Annual Leave

40.1 Entitlement

40.1.1 Amount of Annual Leave

Every employee (other than a casual employee) covered by this Agreement shall at the end of each year of employment, be entitled to annual leave on full pay as follows:

- (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 (7) days per week;
- (b) not less than four (4) weeks equivalent in any other case.

40.2 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.

40.3 Applicable Pay Rate

ICC shall, subject to Clause 40.7 Calculation of Annual Leave, pay:

- (a) to employees in receipt of higher duties payment during the preceding twelve (12) months in accordance with Clause 41 Higher Duties; and
- (b) in every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Agreement.

40.4 Payment on Termination of Employment

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

40.5 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 such leave shall be treated separately and will 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 *Workers' Compensation and Rehabilitation Act 2003*.

40.6 Taking Annual Leave in Advance

If an employee and ICC 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 leave in advance is not entitled to any further annual leave until they have a positive annual leave accrual.

An employee who has taken annual leave in advance, part of the annual leave that would be due at the end of a year of employment, becomes entitled at the end of that year of employment to the part of the annual leave not already taken.

Annual leave shall be granted at such time as is convenient to ICC but not later than three (3) months after it becomes due except where ICC and an employee mutually agree to defer the taking of the leave.

Unless the employee otherwise agrees ICC shall give the employee at least fourteen (14) days' notice of the date from which the employee's annual leave shall be taken.

40.7 Calculation of Annual Leave Pay

Payment for annual leave will be calculated as follows:

(a) 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 employees' roster or projected roster, including Saturday, Sunday, or holiday shifts.

(b) 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 %.

40.8 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.

40.9 Closedowns

Where ICC closes down its operations or a section or sections thereof, for the purposes of allowing annual holidays 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 as per Clause 39.4.

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

Should a dispute arise between management and employees in regard to the close down provisions, that dispute shall be resolved through Clause 11 Grievance and Dispute Settlement Procedure.

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 (2) working weeks (plus statutory holidays occurring therein), and employees with a lesser period of service may be stood down as in paragraph (a) above.

40.9.1 Christmas Closure

ICC will close down each year from Christmas Day to New Year's Day. ICC shall nominate one day during the Christmas New Year period, as a concessional 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 form of TOIL (TOIL shall be time for time), overtime, flextime or banked RDO's, for the specific purpose of taking this time off during the period. Employees whose RDO's 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. Employee who are required to work on this day (Granted Day) will be paid ordinary rates and that day will be taken at another time as agreed by the Supervisor.

40.10 Requirement to Take Leave

Annual leave shall be granted at such time as is convenient to ICC but not later than three (3) months after it becomes due except where ICC and an employee mutually agree to defer the taking of the leave. Unless the employee shall otherwise agree ICC shall give the employee at least eight (8) weeks' notice of the date from which the employee's annual leave shall be taken.

41. Higher Duties Allowance

An employee performing higher duties immediately prior to the taking of annual leave will be entitled to annual leave at the following rates:

An employee having performed higher duties for:	Proportion of Annual Leave to be paid at higher duties rate
Less than three (3) months	25%
Three months or more but less than six (6) months	50%
Six months or more but less than nine (9) months	75%
Nine (9) months or more	100%

The relevant period of time is the aggregate of the time the employee has performed the higher duties during the twelve (12) months preceding the taking of annual leave. However, there will be no double counting of any period the employee has performed higher duties and for which payment on annual leave was made.

Provided that no contrived arrangement involving the deployment of any employee will be entered into so as to deprive an employee of or affect the benefits of this provision.


42. Sick/Carers' Leave (Personal leave)

42.1 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. 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 these circumstances.

An employee (excluding a short- or long-term 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 because 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 step child, or an ex-nuptial child), parent, grandparent, grandchild, or sibling of the employee.

Employees (other than a casual employee) who work full time accrue three (3) weeks/15 days personal 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 works a thirty-eight (38) hour week will receive 114 hours sick leave per annum.

All applications for carers leave in excess of one (1) month must be approved by the General Manager, provided approvals will not be unreasonably withheld.

42.2 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 work day 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 advise of the reason for the absence (sick/carers) 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.

By agreement with the relevant Unions, ICC may introduce a system where employees who are unable to attend work due to illness or carers' responsibility are required to notify a nominated third party. The relevant Unions shall not unreasonably withhold agreement.

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.

42.3 Carers Leave

Carers' leave is intended to provide interim arrangements for 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.

42.4 Additional Sick/Carer's 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.

42.5 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.

42.6 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.

43. Long Service Leave

43.1 Entitlement

Subject to the provisions of Clause 43.4 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 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 hours per week; and
- (d) In the case of an employee who continues in the service of ICC after having completed an initial or a subsequent period of ten (10) years' service and whose employment is terminated for any reason other than misconduct, or who dies, before completion of a further period of (10) years' service, a proportionate further amount on the basis of thirteen (13) weeks multiplied by normal hours per week, for ten (10) years' service.
- (e) Provided that employees who have an entitlement to pro-rata leave after seven (7) years' service will be permitted to take such leave.
- (f) Employees will be entitled to take any long service leave at double the time or request to be paid at half pay or to be paid at half the applicable rate of pay, subject to approval. Leave accruals will be debited accordingly. For example, two (2) weeks at double payment equals four (4) weeks entitlement.
- (g) 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.
- (h) Employees who are experiencing 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.

43.2 Continuous Service

For the purpose of this Agreement 'continuous service' shall mean service with ICC or with more than one Queensland Local Government which has been continuous except for:

- (a) Absence from work on leave granted by ICC including such absence through illness or injury on leave so granted, and any absence through illness or injury during the last five (5) years of the employee's service, shall be included in the period in respect of which Long Service Leave is computed;
- (b) The employee having been dismissed or stood down by ICC, or the employee having terminated service with ICC by reason of illness or injury, provided that the employee shall have been re-employed by ICC or another Queensland Local Government and shall not have been engaged in any other calling whether on the employee's own account or as an employee subsequent to having been so dismissed or stood down or to having so terminated service, and before being so re-employed; and provided further that

the period during which that employee was absent by reason of such dismissal or standing down or termination of service shall not by reason only of this paragraph be taken into account in calculating the period of service;

- (c) The employee having been dismissed or stood down by ICC, or the employee having terminated service with ICC, provided that the employee shall have been re-employed by this Council or some other Queensland Local Government within a period not exceeding three (3) months.

43.3 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.

43.4 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 aforesaid excess rate, the long service leave shall be paid for at that increased rate for any part of the period thereof 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.

43.5 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.

43.6 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.

43.7 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 are required to ensure their Long Service Leave balance remains below twenty-six (26) weeks. Should an employee fail to maintain their leave balance below 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.

43.8 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 payment as prescribed by Clause 43.1 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.

43.9 Grievances Process

In the event of any dispute arising in connection with any part of this clause, such a dispute shall be processed in accordance with Clause 11 Grievance and Dispute Settlement Procedure.

44. Parental Leave

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

1 year full service	6 weeks ordinary time rates
2 years full service	8 weeks ordinary time rates
3 years full service	10 weeks ordinary time rates

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

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.

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

Employees may request to have superannuation paid while on an unpaid period of parental leave from Council. The payment will be dependent on the employee making the required employee contribution which is currently 6%.

45. Bereavement Leave

45.1 Applicability

An employee is entitled to three (3) days Bereavement Leave for the purpose of attending the funeral service of an 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 will be granted a maximum of three (3) 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 will 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.

45.2 De Facto Relationship

For the purposes of this clause the words 'wife' and 'husband' shall include a person who lives with the employee as a de facto wife or husband. Refer definition Clause 45.1.

45.3 Special Circumstances

Where special circumstance 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.

45.4 Unpaid Entitlement by Agreement

Provided further that 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.

46. Jury Service

Employees required to attend for Jury Service will be paid the difference between the normal salary of the employee and the Jury Service fee.

47. Military 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 the loss of pay, in accordance with approved procedures.

48. 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.

49. 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 granted in consultation with the General Manager under compassionate circumstances.

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;
- (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 work site and return home.

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

- (a) ensure 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 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).

50. Domestic and Family Violence Leave

50.1 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 50.1;
- (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.

50.2 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 twelve 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.

50.3 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.

50.4 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.

51. Pandemic Leave

Council will provide up to 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.

52. Cultural, Ceremonial and NAIDOC Leave

- (a) Ipswich City Council is committed to developing a deep understanding of Aboriginal and Torres Strait Islander cultures and history in 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.

We understand that Aboriginal and/or Torres Strait Islander employees have specific and unique cultural requirements and obligations under traditional lore, and to participate in cultural and ceremonial activities.

- (b) Cultural, Ceremonial and NAIDOC leave – 10 paid days per annum 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 5 unpaid days per service year is also made available. Part-time staff would be entitled to a proportionate day. This leave is not applicable for casual employees. This leave does not accumulate if not taken in the calendar year and is not paid out on cessation of employment.
- (c) The types of events or activities that are covered by Cultural, Ceremonial and NAIDOC leave are, 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

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.

53. 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.

54. 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 in 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.

55. 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:
 - The best person is recruited and/or promoted;
 - Skilled employees are retained;
 - Training and development are linked to customer need and employee development; and
 - The workplace is efficient and free of harassment and discrimination.

PART 6 – MISCELLANEOUS PROVISIONS

56. 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.

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.

57. Workplace Health and Safety

57.1 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 injured or sick employees, Doctor, their Manager, ICC's Occupational Therapist, ICC's Workplace Safety and Wellbeing team and Rehabilitation Co-ordinators.

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

Payments to staff absent from work due to injury or illness as a result of a work-related incident shall be made in accordance with the relevant Procedure.

57.2 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.

57.3 Incident Reporting and Investigation

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

57.4 Risk Assessment

- (a) Risk assessment is to be conducted by Supervisors prior to and during performance of any tasks in accordance with applicable 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.

58. 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.

Where any proposed change is not agreed that relates to matters regarding the implementation of this Agreement the matter may be referred for resolution in accordance with the Grievance and Dispute Settlement Procedures of this Agreement.

59. Training, Study Leave and Study Assistance

Training, Study Leave and Assistance will be provided in accordance with ICC policies and procedures as at the date of certification of this Agreement.

60. Recognition of Service

All employees with 15 years or more service at the date of certification of this Agreement will be eligible for the following after twenty (20) years continuous service:

- (a) upon retirement and being 55 years of age or more, a \$1,000 gift in accordance with the agreed People and Culture procedure

Council also recognises and celebrates employees following 10, 20, 30, 40 and 50+ years of service. Leaders will recognise length of service with the following process:

In recognition of their long service, employees will be eligible to be recognized for the completion of 10, 20, 30, 40, 45 and 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 below:

<u>Years of Service</u>	<u>Value</u>
10 years	\$100
20 years	\$200
30 years	\$300
40 years	\$400
45 years	\$450
50 years	\$500

PART 7 - DEFINITIONS

The meanings of the terms used in this agreement are set out below.

Term	Meaning
Agreement	Ipswich City Council Officer's Enterprise Agreement 2021
Award	Queensland Local Government Industry (Stream A) Award–State

Term	Meaning
	2017 and any variations made to the Award or any successor Award.
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.
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, as defined in the Award, employed on individual contracts of employment which state that the agreement or parts thereof do not apply to them.
ICC	Ipswich City Council ABN 61461981077
Limited Private Use	Means private usage of a Council 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 250 hours or six 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.
Queensland Local Government	Any Local Governments and Joint Boards (within the meaning of the Local Government Act 2009, 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 a council 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	Industrial Relations Act (Qld) 2016
Unions	The unions party to this Agreement, jointly or individually as the context requires

SCHEDULE 1 RANGERS

PART 1 – GENERAL

1. Application of Schedule

Schedule 1 shall apply to those employees employed as Rangers within the Planning and Regulatory Services Department. This schedule shall be read in conjunction with the Ipswich City Council Officers' Certified Agreement 2021.

2. Hours of Work

- (a) The ordinary hours of duty for Rangers shall be arranged by agreement between the employee and ICC on the basis of an averaged thirty-eight (38) hours a week.
- (b) Ordinary hours of work may be scheduled Monday to Sunday inclusive, between the hours of 6.00 am and 8:00 pm.
- (c) Where ordinary hours of work are scheduled on a Saturday, Sunday or after 6:00pm, the following loadings will apply:
 - (i) Ordinary hours worked on Saturday will attract a 50% loading;
 - (ii) Ordinary hours worked on Sunday will attract a 100% loading;
 - (iii) Ordinary hours worked after 6:00pm Monday to Friday will attract a 25% loading;
- (d) Unless otherwise specified, loadings as outlined in this Clause are not applied for all purposes.
- (e) The loadings outlined at Clause 2(c) of this Schedule are paid in full compensation for any applicable penalties, entitlements, or allowances payable for work performed on these days or times.
- (f) Any overtime worked is to be paid in accordance with the general provisions of the Ipswich City Council Officers' Certified Agreement 2021. Loadings outlined at Clause 2(c) of this Schedule will not be applied to payment of overtime.

3. Meal Breaks

An unpaid meal break of thirty (30) minutes will be provided no later than five (5) hours after commencement of each rostered day.

4. Paid Leave

Annual leave will be paid on the projected roster and include any appropriate loadings payable under Clause 2(c) of this Schedule, on the basis of the roster. Loadings will be included in calculating the 17.5% annual leave loading.



SIGNATORIES TO THE IPSWICH CITY COUNCIL OFFICERS CERTIFIED AGREEMENT 2021

Sonia Cooper

IPSWICH CITY COUNCIL
Chief Executive Officer

Roxanne Dean

Witness

ROXANNE DEAN

Name of Witness (Print)

Union Secretaries (or delegates) sign below

Signed for and on behalf of the

QUEENSLAND SERVICES, INDUSTRIAL

UNION OF EMPLOYEES

} Neil Henderson.....
(Signature)

} NEIL HENDERSON.....
(Print Name)

} Secretary.....
(Title)

In the presence of

} Michelle Robertson.....
(Signature)

} MICHELLE ROBERTSON.....
(Print Name of Witness)

Signed for and on behalf of the
THE ASSOCIATION OF PROFESSIONAL
ENGINEERS, SCIENTISTS AND MANAGERS
QUEENSLAND BRANCH UNION OF EMPLOYEES

} Sean Kelly.....

(Signature)

} SEAN KELLY.....

(Print Name)

} Director - Queensland.....

(Title)

In the presence of:

} Luke Kjeldal.....

(Signature)

} LUKE KJELDAL.....

(Print Name of Witness)