

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 156 – certification of an agreement

Ipswich City Council Officers' Certified Agreement 2009

Matter No. CA/2009/37

Commissioner Thompson

1 May 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 01 May 2009 the Commission certifies the following written agreement:

Ipswich City Council Officers' Certified Agreement 2009 – CA/2009/37

Made between:

Queensland Services, Industrial Union of Employees;

The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees; and

Ipswich City Council (ACN 61 461 981 077)

The agreement was certified by the Commission on 01 May 2009 and shall operate from 01 May 2009 until its nominal expiry on 1 October 2011.

This agreement replaces:

Ipswich City Council Enterprise Agreement (Federal) 2005 (Transitional) (AG 2005/9050).

By the Commission.

Commissioner Thompson

**IPSWICH CITY COUNCIL
OFFICERS CERTIFIED AGREEMENT 2009**

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Part 1 - Preliminary

1.0 Title

This Agreement shall be known as the Ipswich City Council Officers' Certified Agreement 2009.

2.0 Purpose and Objectives of the Agreement

This agreement has been negotiated in accordance with Council's continued commitment to collective bargaining.

3.0 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 2011.

4.0 Renegotiation of a replacement Certified Agreement

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

5.0 Who is covered by this 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
- Association of Professional Engineers, Scientists and Managers Australia, Queensland Branch, Union of Employees (APESMA).

6.0 Conditions of Employment Senior Officers

- (a) Definition: A Senior Officer is an officer other than an Executive Officer as defined in Clause 6.2 of the Queensland Local Government Officer's Award 1998 as may be varied from time to time, who is employed on a written contractual basis and who receives a base salary (not including Council's contribution to LG Super) which is greater than the amount shown in Schedule 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 23 – Termination Notice
 - (ii) Clause 29 – Salary
 - (iii) Clause 30 – Salary Increments
 - (iv) Clause 28 – Classification Issues
 - (v) Part 4 – Hours of Work
 - (vi) Schedule 1.
- (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 24 of this Agreement titled "Redundancy", those redundancy provisions may apply on the termination of the Contractual arrangement by Council 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) This Clause will only apply where the following conditions are met:
- (i) a copy of the proposed contract is given to the Officer or the person to be appointed as an Officer within a reasonable time (preferably 7 days) prior to the contract being entered into by the Officer or the appointee;
 - (ii) the contract is voluntarily entered into by the 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 officer if employed under the terms described in this Agreement.

7.0 How is the agreement to be read

This Agreement shall be read and interpreted wholly in conjunction with the Queensland Local Government Officers' Award 1998 - AW794071.

Provided that where there is any inconsistency between this agreement and the above mentioned parent Award, including amendments or variations, or its successor provided that where there is any inconsistency between the agreement and the award, this Agreement shall take precedence to the extent of that inconsistency. Except where varied by this agreement, the terms and conditions provided in this Award will apply for the life of this agreement.

In the event that the Award is varied following the certification or approval of this Agreement, the parties agree that the award variation shall apply provided that no employee shall suffer any reduction or removal of wages, entitlements or conditions of employment or other benefit that is not dealt with in this agreement as a result of amendments to the award.

8.0 Enterprise bargaining team

For the purpose of negotiating this Agreement, an Enterprise Bargaining Team has been established consisting of up to 7 representatives from employees covered by Ipswich City Council Enterprise Agreement 2009, 3 representatives from persons covered by this agreement, 10 union representatives and 6 representatives from the ICC and Management.

9.0 Enterprise Agreement Consultative Committee

The Consultative Committee shall provide for equal representation of both ICC management and employees and shall not exceed 12 members. Employee representatives should come from a cross-section of work sections and/or the Unions party to this Agreement. Once formed, the Enterprise Agreement Consultative Committee will determine the date, time, place and frequency of meetings. The Consultative Committee will meet every 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 Consultative Committee.

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

10.0 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.

11.0 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 Commissions for the period covered by this Agreement.

Part 2 – Terms and conditions of employment

12.0 Grievance and Dispute Settlement Procedures

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

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

(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 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 Head of the Department. Further discussions involving all parties are to be held again within 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 Chief Executive Officer. Further discussions involving all parties are to be held again within 48 hours, if practicable.

(f) 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 1999 (Qld)* for conciliation in the first instance and if necessary arbitration. Any arbitrated decision will be binding on all parties.

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

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

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

13.0 Agreement To Work From Home

As a means of improving productivity Officers may be permitted to work from home subject to the demands of the position, relevant workplace health and safety legislation and the mutual agreement between the Officer and the Head of the Department.

14.0 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 advertised within 6 weeks unless exceptional circumstances exist.

- (a) The following positions may be filled by simultaneous advertising:
- (i) all positions classified at the first increment of Level 6 of the General Salary Scale and above; and
 - (ii) any positions for which specialised skills are required and which Council 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 (14(a)(ii)) will be provided to the Enterprise Agreement Consultative Committee.

- (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 officers or whether they are employed in terms of this agreement or any other certified Agreement; and only in the event of none of such applications being in the opinion of ICC suitable for appointment to the position shall applications be invited from outside the service of ICC. Where a decision is made to seek external applicants, ICC shall inform all internal applicants 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.

15.0 Undefined Duties

- (a) Where any new type of work is proposed to be undertaken which shall involve the employment of staff whose duties are not currently appropriately defined within the award and or Enterprise Agreement definitions, Council shall advise the Queensland Services Union in writing as soon as is practicable, including an outline of the duties and responsibilities of the new position.
- (b) The parties shall then negotiate an appropriate classification for this position. Should the parties fail to reach agreement, either party may refer the matter to the Queensland Industrial Relations Commission.

16.0 Probation

Employees will initially be employed on probationary period of 3 months. If the employee does not successfully complete the probationary period, ICC may elect to extend the probationary period for a further 3 months or terminate the employee's employment. Employees may be dismissed during the probationary period on one week's notice. If at the end of the probationary period the employee is not notified that their probationary period has been successfully completed or extended, the employee's employment will come to an end.

17.0 Part Time Employment

17.1 Approval of Employment

The Council may employ an officer or officers on a part-time basis.

17.2 Definition

A 'part-time employee' means an employee who is engaged as a Part Time Employee to work on pre-determined days of the week for a regular number of hours.

17.3 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 38 hour rate for that classification.

The ordinary working hours of part-time officers shall not be less than 3 hours per day and 10 hours per week but shall not exceed 7 hours 36 minutes per day or 36 hours per week. Such ordinary working hours shall be worked consecutively between the hours of 6.00 am and 8.00 pm on not more than five (5) consecutive days Monday to Friday both inclusive.

A pattern of hours will be agreed in writing at the time of appointment. Any work performed outside the agreed pattern of hours will be paid for at the appropriate overtime rate of pay.

17.4 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.

17.5 Leave Entitlements

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

18.0 Casual employment

18.1 Conversion of Casual Officers

Definition: "Casual officer" shall mean an officer engaged and paid as such by a respondent, 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. Employees employed on long fixed term arrangements should be employed on a permanent part time 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 6 months.

A casual officer who has been engaged in accordance with this subclause shall, at the completion of 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. The employer 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 the employer fails to comply with this subclause. An officer who elects to convert shall be employed as either a part-time or full time officer according to the pattern of ordinary hours worked in the preceding 6 months period or otherwise by mutual agreement in writing.

An officer must not be engaged and re-engaged to avoid any obligation under this Award. 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 6 months.

18.2 Hours of Duty

The ordinary hours of duty of casual officers shall not exceed 7.6 hours on any one day or 38 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 6.00 am and 12.00 noon on Saturdays.

18.3 Minimum period of engagement

Casual officers shall be provided with a minimum period of three hours' work on each engagement or be paid for a minimum of three hours at the appropriate casual rate, except for staff employed in Libraries where with the agreement of the Union may be employed for a minimum period of two hours.

18.4 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) 6.00 pm and 9.30 pm Mondays to Fridays (both inclusive) 31%
- (c) 6.00 am to 12.00 noon Saturdays 31%

18.5 Overtime

All time worked by a casual officer outside or in excess of the ordinary hours of duty prescribed in the Hours of Duty Clause 36.2 shall be deemed overtime, and be paid for at the appropriate hourly rate, plus 50% on Mondays to Fridays, and plus 100% on Saturdays and Sundays.

18.6 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 as for 4 hours work.

18.7 Crib Breaks

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

18.8 Other Conditions

The provision of Clause 24 Redundancy, Part 5 Statutory Holidays & Leave, Clause 14 Appointment to Vacancies and Clause 37 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 18 Casual Employment.

18.9 Casual Loading

- The parties to this Agreement commit to review the issue of the allowance paid for casual employment should there be a change in the Federal Award rate during the term of this Agreement.
- Such review shall take place via a sub-committee comprising all relevant parties to the Agreement which shall report to the Enterprise Agreement Consultative Committee.
- This sub-committee shall make recommendations relating to such arrangements to the Enterprise Agreement Consultative Committee.
- If possible, the sub-committee should seek to make such recommendations within six months of the issue being raised.
- The parties may agree to vary the terms of such arrangements as outlined in Clause 18.4

- The existing arrangements shall remain in place until such time as agreement is reached between the parties. Casual/Temporary Employee numbers, status and appointment to positions are to be reported to the EACC on a regular basis.

19.0 Employment Security, Use of Contractors and Consultation

19.1 Employment Security

The parties agree that:

Council is committed to using its employees to provide services on a competitive basis.

Employment security is strengthened and maximised by the achievement of competitive performance in delivering Council's corporate and operational plans through the strategies in the agreement, particularly the acquisition and the use of the broadest range of skills by employees. Council will provide relevant training and support.

Council's preferred option is to engage a competitive workforce comprising predominantly full time and part time employees. Accordingly, subject to Clause 19.2 and 19.4, where there is a need for additional employees on a permanent basis, Council will employ full time or permanent part time employees. Otherwise where appropriate casual or temporary employees may be engaged.

However, there will be times when specialized or urgent services or an excess of work will require the use of contractors. Council will not utilize contractors or labour hire employees for the purpose of reducing the pay, conditions or employment security of Council employees.

Employment security will not prevent Council from engaging contractors or outsourcing in accordance with the terms of this clause 19.

19.2 Use of Contractors

Subject to the consultation obligations in clause 19.3, the engagement of contractors or the leasing of services will only be appropriate in any of the following circumstances:

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

19.3 Consultation

19.3.1 Contracting Out - Services Currently Supplied by Council 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 Council 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, Council will ensure that those employees have the maximum opportunity to accept retraining and/or redeployment in Council or accept redundancy in accordance with the provisions of Clause 24 Redundancy of this Agreement.

19.3.2 Procedure to apply where proposed use of contractors does not relate to services currently provided by Ipswich City Council.

In these circumstances Council will ensure that:

- (a) Prior to the commencement of a new contractual arrangement for the provisions of services for works of a value greater than \$500,000.00 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) When assessing tenders or quotations for the use of contractors, such contractors confirm that the contractors will:
 - Meet quality assurance requirements of the contract;
 - Meet all relevant workplace health and safety regulations and requirements;
 - Comply with the relevant Award or industrial instrument under which the employee is engaged by the contractor;
 - Meet all relevant Federal, State or Local Government Legislation or local laws.

19.4 Matters affecting arrangements with Queensland partnerships Group (QPG) and Services Queensland (SQ).

Nothing in this clause will prevent Council from engaging the services of QPG and/or SQ under commercial arrangements in place at the date of certification of this Agreement provided that:

- (a) There will be no forced redundancies or forced redeployment by reason of redundancy of Council employees (who work in the service areas in which QPG and/or SQ provide services) as a direct result of services provided to Council by QPG and SQ and no Council employee, as at the date of certification of this Agreement, will be required to work outside the city limits of Ipswich;
- (b) Should QPG and/or SQ make an offer of employment to a Council employee, the offer will be on a package of employment terms no less favourable than those that are currently enjoyed by the employee in their Council role;
- (c) In the event that an offer of employment is made and accepted in accordance with Clause 19.4 (b) the employee shall have the option to:
 - i. transfer all accrued entitlements that would have been paid out on resignation to QPG and/or SQ; or
 - ii. elect to have Council pay out their accrued entitlements on resignation;
- (d) Should a Council employee accept an offer of employment made in accordance with Clause 19.4 (b), that employee shall have a right to return to employment with the Council, as a re-deployed employee, without any loss of level, within 12 months of accepting the initial offer, on condition that:
 - i. the employee gives Council 4 weeks notice, in writing, of their return to Council;
 - ii. at the time of that notification, the employee remains an employee of QPG and/or SQ; and
 - iii. if Council has no comparable position at the same level on which the employee was previously employed, Council may return the employee to an available position at Council, but will pay the employee at the employee's former level.
- (e) In the event that QPG and/or SQ engage employees or procure contractors that engage employees, to provide services to Council, such employees will be engaged on a package of employment terms which are no less favourable than those enjoyed by Council employees under the terms of this Agreement.

20.0 Flex Time Agreement

All officers are permitted to work flextime in accordance with the Flextime Agreement as shown in Schedule 1.

21.0 Travel Arrangements

- (a) When an officer is required to work a shift which commences or finishes at a time when the officers' normal means of private or public transport is not available, ICC must reimburse the reasonable cost of a taxi fare, as appropriate from:
 - the employee's home to the place of employment; and/or
 - 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 15 kilometres away.
- (c) This subclause does not apply where ICC provides transport in the situation set out in sub-clause (21.0(a)) above free of charge to the officer.

22.0 Laundering of Clothing

22.1 Staff Who Come in Contact with Wastewater

In relation to employees involved in the maintenance of wastewater services infrastructure, Council will provide appropriate laundering facilities at the relevant Depot.

22.2 Special Circumstances

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

23.0 Termination of Employment

23.1 Notice of Termination by Employee

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

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.

23.2 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 3 years | 2 weeks |
| 3 years and up to the completion of 5 years | 3 weeks |
| 5 years and over | 4 weeks |

- (b) for all positions classified at Level 6 and above, 4 weeks.

In addition to the notice above, employees over 45 years of age at the time of giving notice and with not less than two years continuous service, shall be entitled to one 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 weeks notice, or in lieu of such notice, two 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.

24.0 Redundancy

24.1 Council's Duty to Notify

- (a) Where ICC has made 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 Clause (24.1(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 after a definite decision has been made by ICC to make the changes referred to Clause (24.1(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 affect 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 the Council's interests.

24.2 Discussions Before Terminations

- (a) Where ICC has made a definite decision that it no longer wishes:
 - (i) the job an employee has been doing 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
 this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, ICC shall hold discussions with the employees directly affected and with the relevant Union/s.
- (b) The discussions shall take place as soon as is practicable after the Council has made a definite decision which will invoke the provision of Clause (24.2(a)) and shall cover, 'inter alia', any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- (c) For the purposes of the discussion ICC shall, as soon as practicable, provide in writing to the employees concerned and the relevant Union all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that ICC shall not be required to disclose confidential information the disclosure of which would be inimical to its interests.

24.3 Transfer to Other Duties

Where an employee is transferred for reasons set out in Clause (24.2(a)) 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 a period until the ordinary time earnings of the position to which the employee was transferred exceeds that amount.

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

24.4 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 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.

24.5 Notification to Centrelink

Where a decision has been made to terminate employees in the circumstances outlined in Clause (24.2(a)), 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.

24.6 Outplacement Course

Where as a result of a decision made under Clause (24.2(a)) a notice of termination of employment has been given to an employee the employee will be given access to Outplacement Services at ICC's expense to a total of \$1,450 with a Council approved outplacement service provider.

As part of the Outplacement Service, ICC is prepared to further support with the provision of appropriate training (as recommended by the Outplacement Service provider) to a value of \$1,300.

24.7 Appointment to Positions

In respect of employees who have received notice of termination of employment as a result of a decision made under Clause (24.2(a)):

- (a) If such employee applies for and is appointed to a position within ICC, the appointment will be deemed to be redeployment and the provisions of Clause (24.3) and Clause (24.8) 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 Head of the Department, such employee must, within 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 (24.8) hereof. Where such employee's application for a position is not successful an offer of severance pay will be made forthwith.

24.8 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 (24.2(a)) 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 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 52 weeks ordinary time earnings, plus an additional payment equal to the employee's ordinary time earnings for 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 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 (24.8(a)).
- (c) Where an employee is redeployed into another position, such employee may after 4 weeks, but within 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 (24.8(a)), with the exception of the additional payment equal to the employee's ordinary time earnings for 13 weeks.
- (d) Where ICC decides with due cause that the redeployment of an employee to another position is unsuccessful within 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 (24.8(a)), however the additional payment of 13 weeks will be reduced on a pro rata basis for each completed week in the redeployed position.

24.9 Employee Leaving during the Notice Period

An employee whose employment is terminated for reasons set out in clause (24.2(a)) 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 the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

24.10 Alternative Employment

- (a) The Council, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the Council obtains alternative employment for an employee which is acceptable to both parties.
- (b) Notwithstanding the provisions of Clause (24.10(a)) 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 (24.8).

24.11 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.

24.12 Employees with Less than 12 Months Service

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

25.0 Union Encouragement

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

All employees shall be provided with an application form and information from the relevant union/s at the point of engagement. Such application forms and information is 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 an employer has not met his obligations shall be dealt with in accordance with the disputes procedure contained in this agreement.

26.0 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 enquires on behalf of a member on work related matters.
- (e) The union delegate shall be provided with suitable office facilities, such as word processor, telephone, email, internet access and photocopier and reasonable time to enable the union delegate to attend to union duties.
- (f) The union delegate shall have the right to place notices on notice boards at ICC's premises, provided that such notices are authorised by the union and deal with legitimate union matters.

- (g) ICC shall advise new employees as to who the relevant union delegate/s are on site and allow the union delegate adequate time during induction sessions to discuss the role of the union. If induction sessions are not held, where practicable ICC shall introduce the new employee to the relevant union delegate.
- (h) 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 of the callings provided for in this Agreement.

26.1 Industrial Relations Training Leave

26.1.1 Entitlement

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

26.1.2 Conditions

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

- (a) An employee must have at least twelve months uninterrupted service with the Council 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 the Council and so that the operations of the Council 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 Council's operations.
- (e) In granting such paid leave, the Council 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.

27.0 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 the Council is transmitted from Council to another employer (the transmittee) and an employee, who at the time of such transmission was an employee of the Council in that business, becomes an employee of the transmittee, the Council 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 the Council.

Where the Council declares any positions redundant as a consequence of a transmission of business, the terms described in Clause 24 of this agreement shall apply.

Part 3 – Remuneration

28.0 Classifications Issues

- (a) A position description which accurately describe the roles, duties and responsibilities of each position will be maintained by council. Copies of replaced position descriptions will be kept by the council for record purposes.
- (b) Should an employee believe that a position description does not accurately reflect the duties carried out or 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 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 Human Resources Manager and a union

representative 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 6 weeks. If it is found that the position is not classified correctly the proposal, together with the recommendation of the reviewing team shall be forwarded to the Delegated Officer for consideration, the reclassification if approved shall be effective from the date of the employees 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 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 the Grievance and Dispute settlement procedures in this Agreement.

29.0 Salary

29.1 Salary Table

Salary Table 1 applies to employees working a 38 hour week and Table 2 to employees working a 40.5 hour week, all of whom are classified in terms of the definition criteria set out in Schedule A to the Award

Salaries in Table 1 and Table 2 include the increases which is set out in Clause (29.3).

Salary levels cover all streams; Administrative Services, Community & Environmental Services & Technical Services.

29.2 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 |

29.3 Salary Table

Table 1 – 38 hour week

| LEVEL | 38 HOUR WEEK - \$ PER ANNUM | | |
|-------|---|---|---|
| | Commencing from pay period on or after 1 October 2008 | Commencing from pay period on or after 1 October 2009 | Commencing from pay period on or after 1 October 2010 |
| 1.1 | 39,221 | 41,145 | 43,069 |
| 1.2 | 39,853 | 41,777 | 43,701 |
| 1.3 | 40,762 | 42,686 | 44,610 |
| 1.4 | 41,757 | 43,681 | 45,605 |
| 1.5 | 42,793 | 44,719 | 46,643 |
| 1.6 | 43,912 | 45,888 | 47,812 |
| 2.1 | 45,073 | 47,101 | 49,025 |
| 2.2 | 46,253 | 48,334 | 50,268 |
| 2.3 | 47,491 | 49,628 | 51,613 |
| 2.4 | 48,794 | 50,990 | 53,029 |
| 3.1 | 50,099 | 52,353 | 54,448 |
| 3.2 | 51,403 | 53,716 | 55,865 |
| 3.3 | 52,710 | 55,082 | 57,285 |
| 3.4 | 54,016 | 56,447 | 58,705 |
| 4.1 | 55,318 | 57,807 | 60,120 |
| 4.2 | 56,622 | 59,170 | 61,537 |
| 4.3 | 57,929 | 60,536 | 62,957 |

| LEVEL | 38 HOUR WEEK - \$ PER ANNUM | | |
|-------------------------|---|---|---|
| | Commencing from pay period on or after 1 October 2008 | Commencing from pay period on or after 1 October 2009 | Commencing from pay period on or after 1 October 2010 |
| 4.4 | 59,237 | 61,903 | 64,379 |
| 5.1 | 60,537 | 63,261 | 65,792 |
| 5.2 | 61,844 | 64,627 | 67,212 |
| 5.3 | 63,149 | 65,991 | 68,630 |
| 6.1 | 65,323 | 68,263 | 70,993 |
| 6.2 | 67,498 | 70,535 | 73,357 |
| 6.3 | 69,674 | 72,809 | 75,722 |
| 7.1 | 71,847 | 75,080 | 78,083 |
| 7.2 | 74,023 | 77,354 | 80,448 |
| 7.3 | 76,197 | 79,626 | 82,811 |
| 8.1 | 78,810 | 82,356 | 85,651 |
| 8.2 | 81,421 | 85,085 | 88,488 |
| 8.3 | 84,028 | 87,809 | 91,322 |
| 8.4 | 86,478 | 90,370 | 93,984 |
| 8.5 | 88,927 | 92,929 | 96,646 |
| Jnr Rate Under 17 Years | 21,572 | 23,496 | 25,420 |
| Jnr Rate 17 Years | 23,533 | 25,457 | 27,381 |
| Jnr Rate 18 Years | 27,455 | 29,379 | 31,303 |
| Jnr Rate 19 Years | 31,377 | 33,301 | 35,225 |
| Jnr Rate 20 Years | 35,299 | 37,223 | 39,147 |

Table 2 – 40.5 hour week

| LEVEL | 40.5 HOUR WEEK – \$ PER ANNUM | | |
|-------|---|---|---|
| | Commencing from pay period on or after 1 October 2008 | Commencing from pay period on or after 1 October 2009 | Commencing from pay period on or after 1 October 2010 |
| 1.1 | 41,905 | 43,829 | 45,753 |
| 1.2 | 42,665 | 44,589 | 46,513 |
| 1.3 | 43,804 | 45,775 | 47,699 |
| 1.4 | 45,061 | 47,089 | 49,013 |
| 1.5 | 46,357 | 48,443 | 50,381 |
| 1.6 | 47,730 | 49,878 | 51,873 |
| 2.1 | 49,185 | 51,398 | 53,454 |
| 2.2 | 50,621 | 52,899 | 55,015 |
| 2.3 | 52,051 | 54,393 | 56,569 |
| 2.4 | 53,486 | 55,893 | 58,129 |
| 3.1 | 54,920 | 57,391 | 59,687 |
| 3.2 | 56,356 | 58,892 | 61,248 |
| 3.3 | 57,787 | 60,387 | 62,803 |
| 3.4 | 59,225 | 61,890 | 64,366 |
| 4.1 | 60,654 | 63,383 | 65,919 |
| 4.2 | 62,090 | 64,884 | 67,479 |
| 4.3 | 63,523 | 66,382 | 69,037 |
| 4.4 | 64,959 | 67,882 | 70,597 |
| 5.1 | 66,389 | 69,377 | 72,152 |
| 5.2 | 67,827 | 70,879 | 73,714 |
| 5.3 | 69,259 | 72,376 | 75,271 |

| LEVEL | 40.5 HOUR WEEK – \$ PER ANNUM | | |
|--------------------------------|---|---|---|
| | Commencing from pay period on or after 1 October 2008 | Commencing from pay period on or after 1 October 2009 | Commencing from pay period on or after 1 October 2010 |
| 6.1 | 71,648 | 74,872 | 77,867 |
| 6.2 | 74,035 | 77,367 | 80,461 |
| 6.3 | 76,428 | 79,867 | 83,062 |
| 7.1 | 78,816 | 82,363 | 85,657 |
| 7.2 | 81,206 | 84,860 | 88,255 |
| 7.3 | 83,594 | 87,356 | 90,850 |
| 8.1 | 86,462 | 90,353 | 93,967 |
| 8.2 | 89,335 | 93,355 | 97,089 |
| 8.3 | 92,199 | 96,348 | 100,202 |
| 8.4 | 94,891 | 99,161 | 103,128 |
| 8.5 | 97,582 | 101,973 | 106,052 |
| Jnr Rate Under 17 Years | 23,048 | 24,972 | 26,896 |
| Jnr Rate 17 Years | 25,143 | 27,067 | 28,991 |
| Jnr Rate 18 Years | 29,334 | 31,258 | 33,182 |
| Jnr Rate 19 Years | 33,524 | 35,448 | 37,372 |
| Jnr Rate 20 Years | 37,715 | 39,639 | 41,563 |

29.4 Salary increase

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

- (a) An increase of 4.5% or \$35 per week, whichever is the greater, commencing from the first full pay period on or after 1 October 2008;
- (b) An increase of 4.5% or \$37 per week, whichever is the greater, commencing from the first full pay period on or after 1 October 2009;
- (c) An increase of 4% or \$37 per week, whichever is the greater, commencing from the first full pay period on or after 1 October 2010.

Provided that where this agreement makes for provision for the indexing for Allowances in accordance with the Agreement the increases to allowances, in respect to Clause 29.4 (a) shall apply from certification of this Agreement and not from the first full pay period after 1 October 2008.

30.0 Salary increments

Movement to the next highest salary point within a level will be by way of annual increment subject to the officer having given satisfactory service for the prior twelve months in accordance with a Staff Development and Appraisal System agreed to by the ICC and the unions.

Where the ICC chooses not to implement a Staff Development and 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 officer is sufficiently skilled to perform the duties thereof.

31.0 Remuneration Payments

31.1 Period

The parties agree that remuneration payments will be made Weekly.

31.2 Method

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

Provided that ICC, at its discretion, may elect to make such payments by cash or cheque. Where it is established that an employee would suffer genuine hardship as a result of payment by EFT, discussions shall be held between the employee and ICC on an alternate method of payment.

31.3 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.

Where payments are made by a means other than EFT, payment shall where reasonably practical be made in ICC's time.

32.0 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 twenty-four (24) hours:

Provided that, where due to the locality of a workplace or the intervention of week-ends 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.

33.0 Requirement to Hold Licences

33.1 Electrical Contractor Licence

Where ICC requires a suitably qualified employee to hold an Electrical Contractor Licence to enable them to perform the duties of their appointed position, an allowance of \$49.00 per week shall be paid to that employee, indexed to this agreement.

33.2 Electrical Work Licence

Where an employee is required to hold an Electrical Work Licence to enable them to perform the duties of their appointed position, ICC will pay an allowance of \$28.26 per week, indexed to this agreement.

34.0 Superannuation Contributions

ICC shall contribute on behalf of each employee an amount as specified in the Local Government Employee's Superannuation Scheme as a percentage of the employee's ordinary time earnings into that Scheme which is established in terms of the *Local Government Superannuation Act 1993* (as amended).

35.0 Salary Packaging

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

- complies with current taxation rules;
- is of no additional cost to Council now or at some future time; and
- is no less favourable to the employee than the entitlements otherwise available under this agreement,

And shall be subject to the following provisions:

- The employee being required to seek independent financial advice before entering into salary packaging arrangements.
- The salary packaging agreement, the terms and conditions of which shall be in writing and signed by both the employer and employee, shall detail the components of the total remuneration package. A copy of the agreement shall be made available to the employee.
- The configuration of the salary package shall remain in force for the period agreed between the employer and employee.
- Where at the end of the agreed period, the full amount allocated to a specific benefit has not been utilised by agreement between the employer 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.
- The salary for superannuation purposes shall be the salary as provided in this Agreement.

- Council is willing to facilitate appropriate training for staff who desire to undertake salary packaging.

Part 4 – Hours of work

36.0 Hours of Duty

36.1 General

- (a) This Agreement contains two (2) General Salary Scales based on 38 hours per week in accordance with Clause (29.3) Table 1 of this Agreement, and 40.5 hours per week for employees required by their Department Head to work in accordance with subclause (b) of Option 1 and 2 hereof in accordance with Clause (29.3) Table 2 of this Agreement.

The hours of duty of an employee who chooses to work 38 hours per week shall be in accordance with Option 1. For those employees who work the 38 hour week, the rates of pay, annual leave, sick leave and long service leave, etc., will be calculated on 38 hours per week. The hours of duty of those employees who work 38 hours per week but are required by their Department Head to work in accordance with Clause 36.2(b) shall be in accordance with that subclause and the rates of pay, annual leave, sick leave and long service leave, etc., will be calculated on 40.5 hours per week.

- (b) The nominal ordinary hours of duty for the Council officers who work a 38 hour week will be from 8.00 am to 4.36 pm Monday to Friday. Provided that for these hours, employees will be entitled to one hour for lunch, fifteen minutes for morning tea and six minutes for afternoon tea to be taken at 4.30 pm.
- (c) The Council offices at South Street and Yamanto will be open to the public between the hours of 8.00 am and 4.30 pm Monday to Friday, excluding statutory holidays.
- (d) The Agreement shall allow for work outside the ordinary hours to be subject to mutual agreement between the Department Head (or Delegated Officer) and the Officer concerned.

36.2 Option 1 – Hours of Duty – Officers Working a 38 Hour Week

- (a) (i) The ordinary hours of duty of officers covered by this Option shall be as prescribed in paragraph (ii) of this subclause, except where the Department Head notifies an officer that the officer is to work the officer's ordinary hours of duty in accordance with subclause (b), or (c) of this clause or in accordance with the overtime provisions contained in this Agreement.
- (ii) Subject to paragraph (i) of this subclause and the remaining subclauses of this clause and the overtime provisions contained in this Agreement, the ordinary hours of duty of officers shall not exceed 38 per week or 7 hours 36 minutes per day, to be worked Monday to Friday, both days inclusive, between the hours of 6.00 am and 8.00 pm.

Provided that by agreement between the Department Head and officer such ordinary hours of duty may be worked on any five out of seven days per week and may be altered as to the spread of hours. During any negotiations for any changes in hours of duty, should an officer desire it, they may have the assistance of a union representative.

- (iii) Such ordinary daily hours shall be worked consecutively with a break of not less than half an hour or more than one hour for a meal to commence no later than five hours after starting time each day.
- (iv) Provided that where work requirements dictate, officers shall alter the time of taking their scheduled meal break by up to one hour.

In such circumstances the meal break shall be not less than half hour duration. By agreement as between an officer and Department Head the difference as between the meal break taken and the usual meal break of the officer, 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.

- (v) Whilst staggering of hours of a limited number of officers or classifications over the full spread of hours shall be permitted, the Council will not adopt 'split shifting' of staff so as to commence a substantial part of the workforce at the beginning of the day before 8.00 a.m. and commence another substantial part of the workforce so as to conclude at the end of the day after 5.30 pm.

- (b) The ordinary hours of duty of officers having other workers employed under an Award, other than the Queensland Local Government Officers Award 1998, under their immediate supervision shall if so determined by the Department Head be the same as the ordinary hours of the workers supervised and subject to the conditions prescribed by paragraph (i) hereunder.

Provided that this subclause shall not apply to officers holding professional qualifications, and for the purpose of this subclause Engineering Surveyors shall be deemed to be included in that category:

- (i) Such officers shall, whilst supervising workers covered by Ipswich City Council Local Government Employees Certified Agreement 2009, be entitled to the allowances or special rates prescribed by the Ipswich City Council Local Government Employees Certified Agreement 2009, and when actually subject to the disabilities which attract those allowances or special rates, be paid such allowances in the same terms and for the same periods as those applicable to workers covered by Ipswich City Council Local Government Employees Certified Agreement 2009.
- (ii) Where an officer 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 officer 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 2009.
- (c) This clause relates to officers appointed to the classifications listed below who are required to work unusual working hours not classed as shift work:
- Officers employed in Civic Centres and Theatres
 - Director Global Arts Link, Ipswich City Council; and
 - Officers who attend to the community development and welfare needs of the Community.
- (i) Such officers who are required to work unusual hours shall be paid a 15% loading of ordinary salary to compensate the officer for working irregular hours. The ordinary working hours of these officers shall not exceed 7 hours 36 minutes on any one day or 38 hours in any one week.
- (ii) Such ordinary working hours shall be worked on any five (5) days, Monday to Saturdays (both day inclusive), according to a roster which shall provide for two (2) consecutive days off in each week. The roster shall be prepared and displayed to the officers concerned at least two (2) weeks in advance, and shall not be varied except by mutual arrangement between the officer and the respondent.
- (iii) The ordinary daily hours shall be worked continuously except for meal hours of not less than half an hour or more than one hour's duration, which shall not be counted as working time, to be taken at times mutually arranged.
- Provided that no officer shall be required to work continuously for more than five (5) hours without a meal break, and if such meal break is not given, double time shall be paid for all time worked after the fifth hour until a meal break of half an hour is given or the officer ceases work whichever is the earlier.
- (iv) Within the above mentioned limits, the respondent shall have the right of fixing starting times, ceasing times, and meal times shall not be altered without giving at least five (5) days' notice, such notice to be exhibited so as to be readily available to the officer affected.
- (d) All officers shall be allowed a rest pause of fifteen (15) minutes in either the first or second half of the daily work and a further rest pause of six (6) minutes prior to ceasing normal hours at the end of the day. The fifteen (15) minute rest pause shall be taken at such time as will not interfere with the continuity of work.
- (e) 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.

36.3 Option 2 – Hours of Duty - Officers Required to Work a 40.5 Hour Week

(a) (i) The ordinary hours of duty of officers covered by this Option shall be as prescribed in paragraph (ii) of this subclause, except where the Department Head notifies an officer that the officer is to work the officer's ordinary hours of duty in accordance with subclause (b), or (c) of this clause or in accordance with the overtime provisions contained in this Agreement.

(ii) Subject to paragraph (i) of this subclause and the remaining subclauses of this clause and the overtime provisions contained in this Agreement, the ordinary hours of duty of officers shall not exceed 40.5 hours per week or 10 hours per day, to be worked Monday to Friday, both days inclusive, between the hours of 6.00am and 8.00pm.

Provided that by agreement between the Department Head and officer such ordinary hours of duty may be worked on any five out of seven days per week and may be altered as to the spread of hours. During any negotiations for any changes in hours of duty, should an officer desire it, they may have the assistance of a union representative.

(iii) Such ordinary daily hours shall be worked consecutively with a break of not less than half an hour or more than one hour for a meal to commence no later than five hours after starting time each day.

(iv) Provided that where work requirements dictate, officers shall alter the time of taking their scheduled meal break by up to one hour.

In such circumstances the meal break shall be not less than half hour duration. By agreement as between an officer and Department Head the difference as between the meal break taken and the usual meal break of the officer, 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.

(v) Whilst staggering of hours of a limited number of officers or classifications over the full spread of hours shall be permitted, the Council will not adopt 'split shifting' of staff so as to commence a substantial part of the workforce at the beginning of the day before 8.00 am and commence another substantial part of the workforce so as to conclude at the end of the day after 5.30 pm.

(b) The ordinary hours of duty of officers having other workers employed under an Award, other than the Queensland Local Government Officers Award 1998, under their immediate supervision shall if so determined by the Department Head be the same as the ordinary hours of the workers supervised and subject to the conditions prescribed by paragraph (i) above and Clause (c) & (d) hereunder:

(c) Should the Department Head reverse this decision the following process shall apply:

- The Department Head shall provide three months notice of the intended change. By agreement between the Department Head and the effected employee the change in working hours may commence during the three months notice period.
- If a dispute arises the matter shall be referred to the Grievance Sub-Committee for resolution. The resolution shall be implemented three months from the date of that resolution or such shorter time as agreed to by the Department Head and the effected employee.

(d) Provided that this subclause shall not apply to officers holding professional qualifications, and for the purpose of this subclause Engineering Surveyors shall be deemed to be included in that category:

(i) Such officers shall, whilst supervising workers covered by Ipswich City Council Local Government Employees Certified Agreement 2009, be entitled to the allowances or special rates prescribed by the Ipswich City Council Local Government Employees Certified Agreement 2009, and when actually subject to the disabilities which attract those allowances or special rates, be paid such allowances in the same terms and for the same periods as those applicable to workers covered by Ipswich City Council Local Government Employees Certified Agreement 2009.

(ii) Where an officer is entitled to an allowance under any other provision of this Agreement and is also entitled to a special site or disability allowance under this subclause in respect of the same disability then such officer 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 Enterprise Agreement (2009).

37.0 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. Time of in lieu of overtime is not an option for employees other than those employees classified in excess of level 6 increment.
- (i) Provided that this clause shall not apply to an Employee in receipt of salary equal to or in excess of the first increment Level 6 on the General Salary Scale except where the Employee requests and the employee's manager agrees that such sub-clauses shall not apply i.e. overtime will be paid instead of TOIL. In the event that such agreement is not reached then such Employee may upon claiming for overtime be given time off equivalent to time worked either outside the spread of ordinary hours of any day or in excess of the ordinary weekly hours. Such time off shall be taken within 12 months of the date of its accrual. Where the request for the taking of such time off is refused by the Head of the Department or the time-off has not been taken within 12 months the overtime accrued shall be immediately paid at the overtime rates which would otherwise apply except for the provisions of this paragraph.
- (ii) Provided that by mutual agreement between Employees in receipt of salary less than the first increment Level 6 on the General salary Scale and the Head of the Department, the Employee may, upon claiming for overtime at the employees discretion, be given time off in lieu of overtime payments in the same terms prescribed by Clause (37(a)(i)) above.
- (b) All overtime worked on Saturdays and Sundays shall be paid for at the rate of double time with a minimum payment 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 to 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 such 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 (30) 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 (30) 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 (1) day and the commencement of the Employee's ordinary work on the next day 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.
- (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.

38.0 Standby For After Hours Work

It is agreed between the parties that Employees rostered on standby for after hours work, typically expected to work after hours or leave their homes after hours to attend to work when called, would 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 Head of the Department to be on standby for after hours work shall be paid an allowance at the rate of \$180 for each week upon which the Employee is required to be on standby.
- (b) An Employee whose period of on standby for after hours 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 after hours 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 Executive Officers.
- (e) Where an Employee is required by of the Head of the Department to be on standby for after hours work, such Employee will be provided with telecommunication equipment, such as a pager, mobile telephone, computer and modem telephone connection 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 after hours work in accordance with this clause will be required to respond to after hours calls.
- (g) An employee who is required to be on standby for after hours work will be provided with a Council 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.
- (h) Where an employee has a lease arrangement for the private use of a Council vehicle and the lessee is included on an annual roster to be on standby as defined herein, the weekly lease payment applicable will be reduced by a percentage as shown in the formula below:

$$\frac{\text{No. of weeks/year on standby}}{52} \times 100.$$

An annual audit to balance out periods not worked or periods worked over the annual on standby roster will be undertaken. Where the audit reveals a difference to actual hours worked in relation to the predetermined annual on standby roster, an annual adjustment will be made in accordance with the salary percentage increase indicated in Clause (29.4).

Part 5 – Statutory holidays, Leave

39.0 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 Years Day, Australia Day, Easter Saturday (the day after Good Friday), 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 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 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 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 months: Good Friday and Easter Monday.

Provided that the qualification of three 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 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.

39.5 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.

39.6 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.

40.0 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 5 weeks equivalent if employed on shift work where three shifts per day are worked over a period of seven days per week;
- (b) not less than 4 weeks equivalent in any other case.

40.1.2 Statutory Holidays Excluded

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

40.1.3 Applicable Pay Rate

ICC shall, subject to Clause (40.4) Calculation of Annual Leave clause pay:

- (a) to employees in receipt of higher duties payment during the proceeding 12 months in accordance with Clause (41.0) 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.

40.1.4 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.

40.2 Annual leave accrual

- (a) Annual leave shall not accrue for approved absences in excess of 3 days on leave without pay. Each period of such leave shall be treated, separately and not be treated cumulatively.
- (b) Leave without pay does not include any period of absence less than three (3) months during which the employee is entitled to payment under the Workers' Compensation and Rehabilitation Act 2003.

40.3 Taking Annual Leave in Advance

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

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

An employee who has taken 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 the Council but not later than three months after it becomes due except where Council and an employee mutually agree to defer the taking of the leave.

Unless the employee shall otherwise agree the Council shall give the employee at least fourteen days' notice of the date from which the employee's annual leave shall be taken.

40.4 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 ½ %.

40.5 Leave Debits

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

40.6 Annual 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 or as per Clause 40.6.1.
- (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 the dispute resolution process.

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

40.6.1 Christmas Closure

Council will close down each year from Christmas Day to New Years Day. ICC shall nominate one day during the Xmas New Year period, as a day which rostered employees are entitled to take off work with pay and without applying for any other forms of leave. Employees may accrue up to three (3) days in form of TIL (TIL shall be time for time), overtime, flextime or banked RDO's, for the specific purpose of taking this time off during the period. Staff 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 fits 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.

40.7 Requirement To Take Leave

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

41.0 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 months | 25% |
| Three months or more but less than six months | 50% |
| Six months or more but less than nine months | 75% |
| Nine months or more | 100% |

The relevant period of time is the aggregate of the time the employee has performed the higher duties during the 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.

42.0 Sick Leave

42.1 Entitlement

Fifteen (15) days entitlement per annum will apply to all employees (other than a casual employee) provided that, in the first year of the employee's employment only, the employee shall be entitled to pro rata sick leave for each month of employment, and that any leave so taken shall be deducted from the employee's annual entitlement for that year; provided further that sick leave credits available to such an employee pursuant to Clause (42.4) of this clause may be taken in the employee's first year of employment as well as in subsequent years.

Calculation of the sick leave entitlement will be the nominal number of hours worked per day multiplied by 15 days. For example: Employees who work a 7.6 ordinary hours each day (38 hour per week on 5 days per week) will receive 114 hours sick leave per annum.

42.2 Certificate Required

Payment for absence from work through illness that in any instance exceeds 2 consecutive days 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.

It is the responsibility of any employee absent from work on account of sickness or injury to advise ICC as soon as practicable of such absence and of its likely approximate duration.

42.3 Portability (Carried Forward)

Credit shall be allowed for sick leave accumulated with previous employing Queensland Local Governments (excluding Brisbane City Council) provided that the employee's service as between such Queensland Local Governments (excluding Brisbane City Council) has been continuous and that the employee at time of engagement produces a certificate from the previous Queensland Local Government certifying the amount of sick leave accumulated to the employee's credit.

Provided that for the purpose of this clause 'continuous service' shall mean service with a Queensland Local Government (excluding Brisbane City Council) or with more than one Queensland Local Government (excluding Brisbane City Council) which has been continuous except for the employee having been dismissed or stood down, or by the employee having terminated the employee's service with the Queensland Local Government (excluding Brisbane City Council) provided that the employee shall have been re-employed by that Queensland Local Government (excluding Brisbane City Council) or some other Queensland Local Government (excluding Brisbane City Council) within a period not exceeding the combination of whatever period of accrued, untaken annual leave was standing to the employee's credit when the employee ceased employment with the employee's previous Queensland Local Government (excluding Brisbane City Council) plus a further period of 4 weeks.

42.4 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 5 working days, the employee shall be entitled to upon application have such period of illness debited to the employee's sick leave entitlement and the employee's annual leave entitlement shall be adjusted accordingly.

42.5 Additional Sick Leave

The granting of sick leave with pay over and above requirements of this clause shall be entirely at the discretion of the Council.

42.6 Limitation

No limitation on the accumulation of sick leave entitlement shall imposed.

43.0 Long Service Leave

43.1 Entitlement

Subject to the provisions of Clause (43.7) 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 10 years' continuous service, 13 weeks multiplied by normal weekly hours;
- (b) In the case of an employee who has completed an initial period of 7 years but less than ten years' continuous service, and who terminates that service, or who dies, or Council terminates that service for reason other than misconduct, a proportionate amount calculated on the basis of 13 weeks multiplied by normal hours per week, for 10 years' service;
- (c) In the case of an employee who has completed an initial or a subsequent period of 10 years' service and who continues that service until the employee has completed a further period of 10 years' service, a further 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 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 13 weeks multiplied by normal hours per week, for 10 years' service.
- (e) Provided that employees who have an entitlement to pro-rata leave after 7 years' service will be permitted to take such leave provided that not less than 2 weeks' leave is taken at any one time.
- (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 and be paid subject to approval. Leave accruals will be debited accordingly. For example, 2 weeks at double payment equals 4 weeks entitlement.

43.1 Continuous Service

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

- (a) Absence from work on leave granted by a Council including such absence through illness or injury on leave so granted, and any absence through illness or injury during the last 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 this Council or another Queensland Local Government (excluding Brisbane City Council) 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 (excluding Brisbane City Council) within a period not exceeding three months.

43.2 Pro-Rata Payment

Any *pro rata* payment made at the employee's request shall not break the continuity of the employee's service for long service leave purposes, but the quantum of long service leave to which the employee may become entitled in the event of the employee rejoining the service of the same or another Council shall be reduced by the period of service in respect of which the *pro rata* payment was made.

43.3 Previous Defence service

Service as a member of the Naval, Military or Air Forces and (other than the British Commonwealth Occupation Forces in Japan) of the Commonwealth or of the Civil Construction Corps established under the *National Security Act 1939*, as amended by subsequent Acts, of the Commonwealth, shall be deemed to be service with ICC by which that employee was last employed before the employee commenced to serve as such member.

This subclause shall not apply in respect of service whether for a specified period or without limit of time, with any of the permanent Naval Military or Air Forces of the Commonwealth or with the British Commonwealth Occupation Forces in Japan.

43.4 Future Defence service

Upon enlistment in Her Majesty's Armed Forces for active war service of any employee employed under this Agreement, ICC will be liable to pay to such employee, if the employee so requests, the monetary equivalent of the proportionate amount of long service leave calculated as set out in this Agreement.

43.5 Payout on demise of employee during defence service

Where an employee covered by this Agreement enlists for active war service in any of Her Majesty's Armed Forces and subsequently dies during the period of such enlistment a pro rata payment of long service leave due to the employee shall be paid to the employee's personal representative.

In the event of the employee being totally incapacitated by reason of war service to the extent of being unable to resume duties with ICC, a pro rata payment for long service leave shall be paid to the employee or calculated in accordance with provisions of this agreement; provided that for the purposes of this subclause there shall be no minimum qualifying period of eligibility for long service leave.

43.6 Higher Rate Prior to Long Service Leave

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

- (a) if the variation increases the rate payable under this Agreement to an amount greater than the 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.

43.7 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.

43.8 Current Local Government Responsible for Payment

The Local Government with which the employee is employed at the time long service leave entitlement is claimed shall be liable as between itself and such employee to pay the whole of the amount to which such employee is entitled as payment for long service leave.

43.9 Previous Local Governments to Contribute

Once an employee becomes eligible for pro rata long service leave each Local Government with which the employee had previously been employed during the qualifying period for long service leave shall contribute to such entitlement in the proportion which the employee's period of service with it bears to the qualifying service at the ordinary rate of pay which the employee was receiving on the cessation of employment with such contributing Local Government.

43.10 All Contributions to Follow Employee

Once such contribution is made and the employee concerned is employed by yet another Local Government the aforesaid employing Local Government shall be liable between it and the new employing Local Government for all long service leave contributions that had been forwarded to it and which had accrued during the period of employment.

43.11 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.

43.12 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 (43.7) 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.

44.0 Family Leave

44.1 Use of Sick Leave

- (a) An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration that the person concerned has a medical condition where the employee's absence exceeds a period of one day.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:-
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being either:
 - a member of the employee's immediate family; or
 - a member of the employee's household.
 - (iii) the term 'immediate family' includes:
 - 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
 - a child or 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 or spouse of the employee.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify Management by telephone of such absence at the first opportunity on the day of absence.

44.2 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.

44.3 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 to discharge a responsibility to care for or support a person described by Clause (44.1(c)) whether sick or not.
- (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 Clause (44.4(a)) clause where such time has not been taken within 4 weeks of accrual .

44.4 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.

44.5 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 the dispute settling provisions of this Agreement.

45.0 Parental Leave

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

| | |
|----------------------|------------------------------|
| 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 2 weeks leave to be deducted from the employees sick leave credits.

Access to the additional optional 2 weeks leave is conditional upon the employee having sufficient sick leave balances to retain a minimum balance of 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 52 weeks. Parents who are both employees of Council may share the paid Parental Leave but the provisions of the award relating to Parental Leave absences shall apply.

46.0 Bereavement Leave

46.1 Applicability

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

An additional 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.

46.2 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 (44.1 (c) (iii)).

46.3 Special circumstances

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

46.4 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 5 working days.

47.0 Jury Service

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

48.0 Attendance at Australian Defence Force Reserve Training and Activities

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.

49.0 Secondment by Emergency Services

When an employee, by reason of membership of an emergency service agency, is required to absent himself or herself 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.

50.0 Inability to Report for Work Due to Isolation

Where any employee is isolated and accordingly unable to report for 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, they will be entitled to leave without pay. If the isolation is caused by natural flood, bushfire or earthquake events, leave without pay will be deemed to be authorised.

51.0 Training and Study Leave

51.1 Training Courses, Seminars, Symposiums and Workshops

(a) Approved Training

The Council shall encourage the acquisition of new skills relevant to the job and give employees the opportunity to undertake such job related training in accordance with an established training programme. That training may be undertaken on or off the job.

(b) Reimbursement of Expenses

As training is deemed to be for the mutual benefit of both Council and the employee, the Council shall meet the 'out of pocket' expenses for approved courses, in regards to fees, transport, parking and accommodation, incurred by the employee undertaking such training. Also the Council shall guarantee the ordinary time earnings of the employee who must be absent from work to undertake such training. The employee will be expected to meet the cost of any additional time required, including time spent travelling to and/or from the training venue.

(c) Transport

The Council shall, wherever possible, provide transport to attend training venues, when such attendance is compulsory, or meet the cost of fares on public transport. If an employee elects not to use the Council supplied transport or public transport, reimbursement equivalent to fares on public transport shall be made and the provisions relating to the allowance for an employee using his/her own vehicle shall not apply. Travel costs normally incurred by an employee travelling to or from the normal place of work shall not be reimbursed by Council.

51.2 Study Leave

Employees undertaking approved courses of study, offered by external educational bodies shall receive study assistance in accordance with this clause.

Study Leave is granted to assist and support employees who undertake appropriate approved courses of study at Universities, Colleges of Advanced Education, TAFE Colleges or Registered Training Organisations. The criteria for assistance are:

- (a) The course is an approved course which offers mutual benefit to both the employee and Council and is appropriate to the employee's career path.
- (b) The employee enrolling in a recognised complete stage of an approved course. Where the course has no recognised stage, a minimum of two subjects per semester will qualify for such purpose.
- (c) The cost of text materials will remain the responsibility of the employee.

51.2.1 Types

There are two types of study leave:

- (i) Adult Trainee/Cadet Apprentice - this is an employee appointed as such and where the appointment is subject to the undertaking and completion of an approved course of study; and
- (ii) Sponsored Employee - this is an employee who satisfies the criteria for assistance.

51.2.2 Categories of Assistance

There are three categories of assistance:

| Category | Level of Assistance |
|---|---|
| Category One – A course undertaken as a condition of the employee’s employment. | <ul style="list-style-type: none"> • Reimbursement of all statutory and other compulsory charges in relation to the course on successful completion of examinations. • Time off for attendance at lectures and practical training having regard for the requirements of the course. • Up to a full day paid leave to attend exams. |
| Category Two - A course which is directly relevant to Council and the skills or qualifications gained being appropriate to the employee’s area of work. | <ul style="list-style-type: none"> • Reimbursement of the institutions compulsory student service fees together with reimbursement of \$300 per semester, with a maximum amount of \$600 per annum, in relation to other statutory or compulsory fees or charges on successful completion of examinations. • Paid leave of up to five hours per week, including travelling time, for attendance at lectures and such time considered appropriate for attendance at compulsory practical training. • Up to a full day paid leave to attend exams. • Employees undertaking courses of study by correspondence shall receive up to ten days with pay per annum for attendance at compulsory residential schools. |
| Category Three – A course demonstrated to be directly relevant to local government | <ul style="list-style-type: none"> • Paid leave of up to five hours per week including travelling time for attendances at lectures and such time considered appropriate for attendance at compulsory practical training. • Paid leave for attendance at examinations held during working hours. • Employees undertaking courses of study by correspondence shall receive up to five days with pay per annum for attendance at compulsory residential schools. |

Part 6 – Miscellaneous provisions

52.0 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:

- Use is not to interfere with the operation of ICC nor violate any ICC policy or procedure.
- Vehicles are not to be used for purposes of attending, entering or purchasing from establishments which sell alcohol or provide gambling or prostitution services.
- Vehicles are not to be used for the purposes of ‘Outside Employment’ as defined in the Code of Conduct for Employees.
- Vehicles are not to be used to transport persons other than ICC employees.

Definitions:

‘Commuter Use’ is the provision of a Council 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 a Council vehicle which incurs minimal additional expense to Council and is infrequent and brief.

53.0 Workplace Health and Safety

53.1 Rehabilitation

ICC and its Employees are committed to the Rehabilitation Program and agree to co-operate and participate in the early return to work plan that is developed in consultation with the injured or sick employees, Doctor, their Manager, Council’s Occupational Therapist, ICC’s Workplace Health and Safety Board and Rehabilitation Co-ordinators.

ICC may require employees to undertake medical assessments to determine the employees 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 relevant Procedure. Any proposed amendments to this procedure must be discussed by the Enterprise Agreement Consultative Committee prior to adoption.

53.2 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.

53.3 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 report to the Workplace Health and Safety Manager all accidents and incidents as soon as possible.

53.4 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 Health and Safety 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.

54.0 Policies and Procedures

While acknowledging the right of the elected Council to determine policy, once that policy has been laid down there will be consultation with all levels of staff in relation to implementation.

Where there is policy change within the organisation there will be consultation before implementation. It is agreed that Management will implement procedures to optimise co-ordination and communication between Departments.

55.0 Recognition of Service

In recognition of the service of long standing employees, Council offers the following to employees after 20 years continuous service:

- a plaque and embossed gift shall be presented to the employee whilst still employed; and
- upon retirement and being 55 years of age or more, a \$1,000 gift shall be presented to the employee.

Part 7 – Definitions

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

| Term | Meaning |
|----------------------|--|
| Agreement | The Ipswich City Council Certified Agreement 2009 |
| Award | Queensland Local Government Officer's Award 1998 |
| Call Back | Work performed by an employee who is called back to work outside normal working hours in order to attend to an emergency or urgent work. |
| Commuter Use | Is the provision of a Council 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. |
| Executive Officers | Senior employees, employed on individual contracts of employment which state that the agreement does not apply to them |
| ICC | Ipswich City Council ABN 0401710030 |
| 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 |

| Term | Meaning |
|-----------------------------|---|
| Ordinary Time Earnings | or greater than 250 hours or 6 months. 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. |
| QPG | Means Queensland Partnership Group Pty Ltd (including successors and any assignees) |
| Queensland Local Government | Any Local Governments and Joint Boards (within the meaning of the Local Government Act 1993, 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. |
| SQ | Means any and all proprietors (including any successors and any assignees) of the registered business name "Services Queensland" BN 20586784. |
| 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) 1999 |
| Unions | The unions party to this agreement, jointly or individually as the context requires |

Schedule 1 - Flextime Agreement 38 hour week

1. Introduction

The proposed scheme will cover those persons employed by the Council under the provisions of the Queensland Local Government Officers' Award 1998.

Flextime is designed to allow staff maximum flexibility in determining their own working hours within each 76 hour fortnight. In operation, the necessary constraints would be that present work through-puts and service to the public must not be reduced and overtime must not increase. On the other hand, it would be important for supervisors to recognise that staff should be allowed the greatest possible freedom to select their working within these constraints. So success of flextime would depend largely upon co-operation between staff and management.

2. Definitions of Commonly Used Terms

The following terms are used to describe the scheme -

Bandwidth: Refers to that time between the start of the morning flex period and the end of the afternoon flex period. It is proposed that this would be 6.00 am to 8.00 pm

Normal Hours: Normal hours of duty are those presently worked by the staff, ie. 8.00 am to 4.36 pm with a lunch break of one hour.

Standard Day: A standard working day is 7 hours 36 minutes.

Maximum Hours: The maximum number of hours which can be worked in any one day (exclusive of overtime) is 9 hours 30 minutes.

Core Time: These are the periods during the day when all officers are normally required to be present. Core times proposed are 9.30 am to 12 noon, and 2.00 pm to 3.30 pm, except where mutually agreed between head of department and staff.

Flex Debit: A flex debit is an allowable amount below the normal hours that one is required to work, e.g. if an officer has worked 7 hours on the one day, he has a flex debit of 36 minutes for that day.

Flex Credit: A flex credit is an allowable amount above the normal hours that one is required to work, e.g. if an officer has worked 8 hours on the one day, he has a flex credit of 24 minutes for that day.

Flex Plan: This is a statement of planned times of attendance for each day in the next or any other future settlement period, completed by an employee for approval by his supervisor.

Settlement Period: This is a period of ten (10) working days during which an officer is required to work a normal total of 76 hours. Settlement periods will correspond to the present pay periods.

Core Time Leave: This refers to an approved absence during core time. An officer can only take core time leave if:

- (a) His superior approves; and
- (b) He has sufficient flex credits to cover his core time absence.

Carryover: This is the amount of flex credit (or in certain cases, flex debit) that may be carried over into the next settlement period. The maximum carryover is (+) 15 hours 12 minutes or the equivalent of two (2) standard days.

Officer: Wherever used in this outline, it refers not only to permanent staff but also includes all department employees except those specifically excluded from flextime.

The word 'he/his' has been used herein for convenience; it may also be read as 'she/her' with respect to female officers.

3. Co-operation and Supervision

It is essential for the smooth running of any large organisation that there be co-operation. These two factors apply to a very large degree under flextime.

Officers must at all times obey directions given by their supervisors regarding hours of attendance. If a supervisor directs any of his staff to commence or cease work at a time at which the individual would prefer to be absent, the supervisor's directions are to be followed.

It is essential therefore, that all staff working flextime be aware that the first priority is the maintenance of acceptable workflows. Accordingly, there will need to be co-operation between staff, supervisors and management in planning of working time so that during flex periods resources are available to service the needs of the public, other departments and organisations, and to enable the continuance of inter-office communication and services. This has to be carefully balanced against the objective of the system that staff should be afforded maximum flexibility in choosing their working hours consistent with the requirements of the system and the ultimate achievement of the groups and the department's work objectives.

Many of the problems that could occur under flextime will be avoided by mutual co-operation between staff. Experiments in other organisations have invariably proved that generally, this co-operation is forthcoming. It is to be hoped that the same would apply within the Council and that officers would not abuse the system and its controls.

The success or failure of the system and its continuance, depends to a very great extent on the attitudes, responses and co-operation of both officers and supervisors. It is to be remembered that flextime has been designed primarily to enable officers to work more efficiently and to enable them to have greater say in planning their working hours, and not to reduce the number of hours worked, nor result in reduced output, or to extend the hours worked beyond an acceptable level.

Supervisors have a most important role to play under flextime. As well as ensuring that their section's obligations are met in full, they should encourage their officers to use the benefits of the scheme in a responsible manner. Particularly in the early stages, supervisors should closely examine officers' flexplans to ensure that all the provisions of the scheme are adhered to. Should an officer require variations to the adopted plan the officer must receive approval for the variations from the supervisor prior to working the amended hours. The supervisor and employee must ensure that the hours worked do not extend beyond the maximum carry over of 15 hours 12 minutes at the end of a settlement period and are not outside the permitted range.

Should an officer's hours of attendance be unsatisfactory, the supervisor should immediately counsel the officer concerned. If the officer's attendance pattern continues to be unsatisfactory, details of the case should be referred to the head of the department.

Because of the varying requirements of each unit or section, it is not practicable to specify operating rules under flextime any further than those outlined herein. It is considered appropriate to leave these matter to the discretion of the supervisors.

During any part of the period 6.00 am to 8.00 pm when the supervisor is absent, the next most senior officer should assume responsibility for the area.

4. Who will participate in flextime?

Staff who work 38 hours per week and are governed by Queensland Local Government Officers' Award, 1998 will be eligible to participate in flexitime.

The degree to which staff will be able to avail themselves of the benefits will, of course, vary depending on such aspects as the designation and classification of officers, the duties of their positions, the location of section, absence of other officers, etc. Not all staff will be able to enjoy the full benefits of flexitime, but it would be desirable that the maximum freedom possible within the constraints of efficient operations be afforded to all staff.

The Department Head will at all times retain the right to determine who may be excluded from participation.

5. Provisions of flexitime

5.1 Daily Working Hours

The following details relate to daily working hours in general.

5.1.1 Earliest starting time - 6.00 am

The maximum time which an officer can work on any one day (not including overtime) is 9 hours 30 minutes. Officers working outside of these hours will not be paid for any such duty unless they have been specifically directed to do so, in which case, overtime provisions will apply.

5.1.2 Daily working pattern\

| | |
|-------------|--------------------|
| Flex Period | 6.00 am to 9.30 am |
| Core Time | 9.30 am to noon |
| Flex Period | noon to 2.00 pm |
| Core Time | 2.00 pm to 3.30 pm |
| Flex Period | 3.30 pm to 8.00 pm |

5.1.3 Core Time

During the core time 9.30 am to noon and 2.00 pm to 3.30 pm, all officers are to be in attendance unless on approved leave (see later section on leave).

5.1.4 Flex Plan

To facilitate the proper and efficient operation of each department which works in accordance with the Flexitime scheme, it will be necessary for each employee to submit to his supervisor, no later than 3.30 pm on the day before the final day of a Settlement Period, a plan of expected working hours day by day, during the subsequent Settlement period.

The employee retains the right to amend the Flex Plan provided such amendment is, after consultation with the employee, approved by the supervisor prior to the officer working the amended hours.

The Head of the Department retains the right to amend the Flex Plan by requiring an officer to work normal hours. This will facilitate the supervisor's task of ensuring adequate service.

(a) Flex Period

Subject to the requirements of the duties of his position and direction of his supervisor, an officer is free to elect his hours of duty and times of attendance during the flex periods 6.00 am to 9.30 am, 12 noon to 2.00 pm, and 3.30 pm to 8.00 pm

(b) Lunch Breaks

Notwithstanding the provisions of the Award, there will be no fixed lunch break. Officers will take a lunch break between 12 noon and 2.00 pm, the only requirement being that a minimum of half an hour has to be taken.

(c) Rest Pauses

No alteration is proposed to the way in which rest pauses for morning and afternoon teas are taken. Since rest pauses are in the Council's time, officers will not sign off during these periods.

(d) Notification of Absence

Under flextime, the same conditions will apply as presently exist for notification of absences where prior approval has not been given. Officers who for any reason will not be attending for duty when expected and who have not received prior approval, are required to notify their supervisor by 9.00 am. Failure to do this could result in deduction from salary, disciplinary action or an officer being prevented from participating in flextime.

5.2 Settlement Period

For flextime the settlement period will be a fortnight corresponding to the weekly pay periods. The normal requirement will therefore be for all officers to work 76 hours over a period of ten (10) days, between the hours of 6.00 am to 8.00 pm. The exception is that officers are allowed to carry over to the next settlement period a maximum flex credit of 15 hours 12 minutes.

5.3 Flex Debit and Credit Build Up

Officers will be allowed to build up flex credits, and incur flex debits, during the settlement period, that is, they will not be required to work 7 hours 36 minutes each and every day. The following conditions will apply to the accrual of flex credits and flex debits:-

5.3.1 Flex Credit

Subject to the specified requirement of the scheme, eg. necessity for officers to meet their functional responsibilities, co-operation with supervisors, etc., an officer may accrue a flex credit build-up in excess of 15 hours 12 minutes during a settlement period, however at no time may his flex credit carryover exceed 15 hours 12 minutes. The minimum flex credit that can be accrued at any one time during the settlement period is 15 minutes. The provision for officers to establish credits will enable both officers and their sections to plan for peaks and troughs. Additionally, it will enable officers to have time off at times when normally they will be working.

5.3.2 Flex Debit

The maximum flex debit at any one time during the settlement period is one (1) standard working day (7 hours 36 minutes). The minimum flex debit that can be taken at any one time during the settlement period is 15 minutes.

5.4 Carryover to Next Settlement Period

Officers will be allowed to carryover from one settlement period to the next, a flex credit of two (2) standard working days (15 hours 12 minutes). Carryover of a flex debit will not normally be permitted.

5.5 Core Time Leave

All officers will be required to be present during core time, eg. between 9.30 am to 12 noon and 2.00 pm to 3.30 pm, unless on approved leave. However, in order to give more flexibility to the scheme, officers will be allowed to take off a maximum of two full core time leaves in any settlement period. Examples:

Two (2) mornings

Two (2) afternoons

One (1) morning and one (1) afternoon (separately or as a full day).

Core time leave can only be taken, subject to the following conditions:

- (a) Flex credits must be established prior to being used for core time leave;
- (b) Prior approval of the supervisor must be obtained (verbal approval only will be required);
- (c) core time leave can be taken on only two occasions in any settlement period: exception, same as for (d);

- (d) the full extent of core time leave cannot be taken on each of two consecutive working days even though they may be in a different settlement period. Exception may be authorised by a Supervisor when approval has been granted by the Head of the Department;
- (e) officers' freedom to elect their own hours of duty must always be within the constraints of departmental efficiency as determined by the departmental head;
- (f) when core leave is taken on the day immediately preceding or after annual leave, such periods will not be included in any payment of higher duty allowance.

Officers will be directed to consult and co-operate with their supervisors at all times, and whilst it is hoped that supervisors will allow staff maximum flexibility under the scheme, it is appreciated that, at times, it will not be possible to allow all staff the freedom they may wish.

5.6 Leave & Annual Holidays

5.6.1 Annual Leave

Annual leave must be applied for and approved in the usual way before being taken. Extended periods of leave without pay are treated similarly, as is long service leave. Annual leave can only be taken during the specified normal hours of duty on normal working days, ie. Monday to Friday.

5.6.2 Core Leave Prior to Annual Leave

The Pay Clerk is to be notified in writing seven (7) days in advance when the core leave is approved for the working day preceding commencement of annual leave.

5.6.3 Sick Leave

Sick leave can only be taken during the specified normal hours of duty on normal working days ie. Monday to Friday. If an officer will not be attending for duty during the morning core time (ie. 9.30 am to 12 noon) due to illness, he must notify his supervisor by 9.00 am If an officer is absent due to illness in the morning extending into core time, ie. later than 9.30 am, he may apply for sick leave commencing from 8.00 am he has an option, however, to apply for sick leave to cover the period of core time only, the balance debited against flex credits.

Short periods of illness or other absences outside of core time may be covered by flex credits or flex debits without deduction from leave credits.

5.6.4 Bereavement Leave

Same provisions as for sick leave. The supervisor is required to certify that leave granted is in accordance with the provisions of the Enterprise Agreement.

5.6.5 Public Holidays

All officers will be credited with 7 hours 36 minutes each Public Holiday.

5.6.6 Special Leave (Short Periods)

Under flextime procedures, special leave for short periods of absence taken by officers to attend to private business or to attend for doctor's or dentist's appointments of short duration outside of core time, would no longer be required, as these absences can be accommodated during the flex periods.

All absences during core time must be covered by an appropriate approval for core time or sick leave or an application for annual leave.

5.6.7 Sick Leave During Flextime Day Off

Should an officer feel indisposed on an approved day off, he may apply for sick leave of 7 hours 36 minutes instead. He is then free to seek approval for further core time leave during the same settlement period.

Example

The following example of a typical leave situation may serve to demonstrate application of these principals:

An officer works from 8.00 am to 2.30 pm with a ½ hour lunch break, ie. he works 6 hours. He wishes to cease work at 2.30 pm Now, since this involves one hour of core time, he must first:

- (i) *have at least one hour, thirty-six minutes flex credit; and*
- (ii) *obtain his supervisor's permission for core time leave.*

Provided these requirements are satisfied, he may cease work at 2.30 pm He will thus be credited with 6 hours for that day.

5.7 Overtime

In general, the amount of overtime worked should neither increase or decrease as a result of flextime.

5.7.1 Overtime would be payable when specifically directed -Monday to Friday:

- (a) for all work outside bandwidth;
- (b) for work required to be performed in excess of 7 hours 36 minutes where the employee so elects, and in all cases for work required to be performed in excess of 9 hours 30 minutes in any one day (Subject to Clause 5.7.2);
- (c) for work required to be performed outside normal hours when a flex credit of 15 hours 12 minutes is exceeded; and
- (d) for work required to be performed if an officer is not permitted to take a lunch break in accordance with Clause 5.1.4(b) In such a case overtime will be payable until the officer is permitted to take a lunch break of at least one half hour.

5.7.2 The employee may refuse to work more than 7 hours 36 minutes on any day unless overtime rates are paid for the time worked in excess of 7 hours 36 minutes, subject to the following constraints:

- (a) the obligation of the employee to work during core time is not diminished; and
- (b) overtime shall not be performed without the express approval of an authorised officer.

5.7.3 (a) the employer retains the right to insist that employees work during normal hours;

- (b) the employee retains the right to insist that he work during normal hours;

5.8 Notification of Termination

When an employee gives notice that he wishes to terminate, he automatically ceases to participate in flextime. Any debit existing 3 days before termination will be deducted as leave without pay. Where a credit balance exists, the officer will be entitled to take this time.

5.9 Time Recording

All staff are honour bound to record their attendance accurately and truthfully. Any officer who does not observe this requirement may be excluded from participation in the scheme. An officer who deliberately falsifies his attendance record will be subject to disciplinary action. Absences for short periods during the day and other leave must also be recorded.

The accrued flex credits or flex debits will be calculated at the end of each pay period. Within the settlement period, it will be the duty of the supervising officers to calculate flextime credits for officers under their control before approving leave under the facility.

Flextime credits will not accrue in respect of the five minutes immediately prior to the standard commencing time (viz. 8.00 am) nor will it apply to the five minutes immediately following the standard ceasing time (viz. 4.36 pm).

5.10 Transfers and New Employees

The date a new employee commences flextime will not necessarily correspond to the start of a settlement period. Each expired day of the settlement period before commencement is calculated at normal hours (7 hours 36 minutes).

The total is placed in the leave summary section of the attendance record, eg. ‘Commencement adjustment 14.30 hours.’

5.11 Termination of Flex Time

5.11.1 The employee must serve 24 hours’ notice on the employer should he intend to exercise his right to cease working flex time hours.

5.11.2 The employer must serve 24 hours’ notice on an employee should the employer require that such employee cease to work flex time hours.

Schedule 2 - Ipswich City Council Library and Information Services

1.0 Preamble

This Schedule shall apply to staff employed at Ipswich City Council Library and Information Services who have been advised that they are required to work the following work pattern.

This Schedule shall be read in conjunction with the Ipswich City Council Officers’ Certified Agreement 2008, specifically Hours of Duty – Option 1 clause, provided that where there is any inconsistency between this agreement and the aforementioned agreement, this agreement shall prevail to the extent of the inconsistency.

2.0 Definitions – Library and Information Services

Shift Work for the purposes of this work pattern, shall mean and include work performed by an employee or employees within the span of hours, as defined, for day, afternoon or night shifts as prescribed in this agreement. For the purpose of this definition, it shall not be necessary for shift work to be worked by separate relays of employees. An employee shall not be deemed to be working this work pattern unless the employee has been notified in writing of the requirement to work this work pattern. Provided that in any period of duty, employees may be worked in any combination of day, afternoon or night shifts.

A “period of duty” is a block of working days averaging 38 hours per week over the cycle of the shift roster separated by a break of a minimum of two days.

Day Shift shall mean any shift starting on or after 6.00 am and on or before 10.15 am.

Afternoon Shift shall mean any shift finishing after 6.00 pm and before 8.00 pm.

Night Shift shall mean any shift finishing on or after 8.00 pm or commencing before 6.00 am.

Work Pattern shall mean a base roster over a four(4) week period with the attendant conditions as provided for by this agreement.

3.0 Hours of Duty

Each period of duty shall not exceed 38 hours per week averaged over a four-week cycle, Monday to Sunday inclusive.

4.0 Work Roster

The work roster shall provide four weekly rotations of shifts unless ICC and the employee agree otherwise. The work roster shall be prominently displayed at the place of work in a position where it is readily accessible to all officers concerned, at least two weeks in advance of the date of the duties to which it refers.

Any changes to the roster shall be notified to the officers affected by such changes at least twenty-four hours in advance of the implementation of the alteration. If twenty-four hours’ notice is not given, the officer concerned shall be paid at double the hourly rate for all time worked until twenty-four hours has expired from the time the notice was given.

Provided that such penalty shall not apply if the change is made at the request of the officers concerned.

This roster shall:

- Grant a minimum of two consecutive days off duty between each period of duty.

- Schedule a maximum of two weekend days, comprising either two Saturdays or two Sundays or one day of each per roster. If this maximum is exceeded overtime penalties will apply, in accordance with the provisions of the relevant award
- Schedule no more than six consecutive days on duty.
- Schedule a break of four consecutive days at least once in each shift roster - unless requested otherwise by the staff member concerned.
- Schedule a maximum of three afternoon shifts in each shift roster (subject to change to accommodate filling of vacancies due to staff absences or special requests by staff).

5.0 Rostered Days Off

Officers who are required to work a Saturday or a Sunday as part of their normal hours of duty in any week shall be entitled to have one rostered day off without reduction in pay in compensation for having worked on those days.

A maximum of two rostered days off shall apply for having worked on Saturdays or Sundays per four (4) week work cycle. These rostered days off shall be taken as a break of four (4) consecutive days (unless staffing requirements cannot be met or otherwise requested by the staff member concerned). By agreement between the parties any rostered days off not taken may be taken at a mutually convenient time; and if not taken before the next period of annual leave, it shall be added to that entitlement.

Absences on annual leave shall be recorded in accordance with the hours of duty as shown on the approved roster for the period of the absence. When the rostered day/s off fall due whilst the employee is on annual leave the rostered day/s off shall be deemed to be accrued for that roster period.

6.0 Overtime

All time worked outside or in excess of the prescribed roster or in excess of the hours prescribed in Clause 3 - Hours of Duty shall be deemed overtime and be paid for at double the ordinary time rate. Where a worker is recalled to work overtime after completion of a normal rostered shift, such officer shall be provided with a minimum of four hours work or be paid for four hours at the overtime rate.

7.0 Shift Premiums

For each afternoon or night shift worked, Monday to Friday, an officer shall be paid a shift premium of 15% in addition to the officer's ordinary rate of pay for that day.

8.0 Crib Breaks

A crib break of half an hour shall be allowed on each day on which an employee is required to work an afternoon shift, night shift, Saturday or Sunday, for which no deduction of pay shall be made: provided that such break shall be taken at a time and in such a manner that it will not interrupt any service being provided to the general public.

9.0 Holiday falling on Rostered Day Off

Where a statutory holiday falls on an officer's designated rostered day off and that day off is other than a Saturday or a Sunday, such officer shall be paid a day's wages at ordinary rates or be granted a further day's leave to be taken at a mutually convenient time; and if not taken before the next period of annual leave, it shall be added to that entitlement.

10.0 Public Holiday Penalty Rates

All time worked on any of the Public Holidays mentioned in Clause 16 of the Local Government Officers' Award 1998 shall be paid for at the rate of two and a half times the ordinary time rate: Provided that if a worker is required to work overtime on a Public Holiday, otherwise than continuously with the officer's ordinary rostered shift, such worker shall be provided with a minimum of four hours' work or be paid for four hours at two and a half times the ordinary time rate.

11.0 Annual Leave Loading

An officer normally employed on the work pattern who proceeds on annual leave shall be paid an annual leave loading in accordance with Clause 42.4 Calculation of Annual Leave Pay.

Provided that the officer's ordinary rate of pay shall be deemed to include shift premiums payable under this clause where the officer proceeding on leave would have received such shift premiums as for that part of the officer's normal work patterns.

12.0 Travel Arrangements

When an officer is required to work a shift which commences or finishes at a time when the officers' normal means of private or public transport is not available, the respondent Council must reimburse the reasonable cost of a taxi fare, as appropriate from:

- The officer's home to the place of employment and/or,
- From the place of employment to the officer's home.

Provided the maximum reimbursement for such journeys shall be limited to journeys of no more than fifteen kilometres away.

This subclause does not apply where ICC provides transport for the officer.

13.0 Base Work Pattern Roster

13.1 Roster

| | Mon | Tue | Wed | Thu | Fri | Sat | Sun |
|---------------|------------|------------|------------|------------|------------|------------|------------|
| Week 1 | Off | W | W | W | W | W | Off |
| Week 2 | Off | W | W | W | W | Off | Off |
| Week 3 | W | W | W | W | Off | Off | W |
| Week 4 | W | W | W | W | Off | Off | Off |

13.2 Reorganisation

It is agreed that the introduction of this work pattern is conditional upon the successful implementation of a reorganisation of the staff of the Library Service, as outlined in Figure 1. As a result of operational necessity amendments to the Library Service's structure do occur, consultation between employees and management will be in accordance with this schedule.

Such implementation of the reorganisation is to occur within 12 months of the employees' approval of this agreement.

14.0 Salary Banking

That further arrangements be made to establish a funded career break system to enable employees to bank a percentage of their salary over a period of between 6 months and four years. From these salary savings employees can fund an approved period of absence to undertake studies for a period of between 3 months and 1 year.

15.0 Consultation, Communication and Review

To facilitate the implementation of this agreement and ongoing workplace reform, effective consultation and communication are essential. To this end, the Library Negotiating Team shall be responsible for the role of co-ordinating the arrangements set out in this agreement and ensuring effective communication between management and Library staff.

The parties are committed to a consultative process which aims to effect a change in the Library's organisational culture through co-operation. Management will assist and support these processes by providing appropriate resources, facilities and staff to participate where required.

16.0 Monitoring and Disputes Committee

If any dispute occurs as a result of the implementation of this agreement, such dispute shall be dealt with in accordance with Clause 12 (Grievance and Dispute Settlement Procedure).

Schedule 3 Electoral Officers

Part 1 - General

1.0 Application of Schedule

Schedule 3 shall apply to those employees employed in Electorate Offices engaged to provide electorate support to Councillors. This Schedule does not apply to employees covered by Schedules 1 and 2, This schedule shall be read in conjunction with the Ipswich City Council Officers' Certified Agreement 2009.

Part 2 - Remuneration

2.1 Definitions

“Electorate Officer” - An Electorate Officer means a person engaged to provide electorate support to a Councillor in the Electorate Office established for that Councillor.

“Employer” - Shall mean the officer of the Ipswich City Council holding the delegated power to employ Electorate Officers.

2.2 Salaries

- (1) The annual salaries paid shall be as per the rates shown in Table 1 of this agreement, effective from the first pay period on or after:

1 October 2008 for Year 1

1 October 2009 for Year 2

1 October 2010 for Year 3.

(i) Full Time Electorate Officers

| Classification Description | Salary Per Annum | | |
|--------------------------------------|------------------|--------------|--------------|
| | Year 1 \$ | Year 2 \$ | Year 3 \$ |
| Upon Appointment | \$ 60,849 | \$ 63,587 | \$ 66,131 |
| During 2 nd years service | \$ 62,284 | \$ 65,087 | \$ 67,690 |
| During 3 rd years service | \$ 63,722 | \$ 66,589 | \$ 69,253 |
| During 4 th years service | \$ 65,161 | \$ 68,093 | \$ 70,817 |

Table 1

(ii) Casuals Electorate Officers

Rate payable shall be on a pro rata basis based on the full time rates using the ratio of hours worked to 38 hours per week. Applicable loadings will be paid as per ICC Certified Agreement.

2.3 Recognition of Previous service

- (1) Upon commencement, Electorate Officers shall be commenced at the “Upon Appointment” rate, and become eligible for an increment after 12 months continuous satisfactory service. An Officer may make application for a salary at a level higher if able to produce documentary evidence of previous service as an Electorate Officer with a Councillor of a local government authority or with a State or Federal Member or equivalent service.
- (2) Existing Ipswich City Council employees appointed or seconded to a position of Electorate Officer, will commence at a salary level that is at least equivalent to their existing salary level, up to the maximum of the rate payable as an Electorate Officer.

3.0 Hours of Work

- (1) The ordinary hours of duty for Electorate Officers shall be arranged by agreement between the employee and the employer to generally be worked on five (5) days per week, Monday to Friday inclusive, between the hours of 7.00 am and 9.00 pm, with a possible requirement for work to be performed on a Saturday between the hours of 7.00 am and 5.00 pm. For the purpose of assessing leave and other entitlements, the hours of duty shall be 38 per week.

Should it be necessary for an Electorate Officer to attend meetings or functions outside of the hours agreed as the ordinary hours of duty, these hours shall be accumulated and available to be taken as time off at some future mutually agreeable time.

3.1 Meal Breaks

- (1) Time allowed for meals shall be not less than thirty (30) minutes between 11.30 am and 2.30 pm and will be at a time which is acceptable to both employer and employee.
- (2) A rest pause of ten (10) minutes duration in the morning and afternoon in the employer's time shall be allowed and will be at a time which is acceptable to both employer and employee.

3.2 Permanent Part-time Employment

- (1) Permanent Part-time employees may be engaged to work regular hours each week
- (2) Hours - The ordinary working hours for Permanent Part-time employees shall not be less than seven (7) hours or more than thirty three (33) hours per week and shall be worked continuously excluding meal breaks.

PART 3 – Terms and conditions of engagement

4.0 Termination

The employment of an Electorate Officer may be terminated by:

- (1) way of resignation with the giving of two weeks notice; or
- (2) the Employer after consultation with the Councillor concerned, with two weeks notice or two weeks salary in lieu of notice, together with payment in accordance with Clause 5 of this agreement; or
- (3) the Councillor's death, resignation, retirement or defeat or the election of a new Councillor with termination by way of Clause 4.3 (2), at a time prior to the completion of a specified period as mentioned in Clause 4.1.

Provided that in any case of misconduct justifying summary dismissal, an Electorate Officer shall be subject to instant dismissal and entitled to pay up to the hour of dismissal only.

5.0 Severance

An Electorate Officer whose employment is terminated pursuant to Clause 4.3 (2) or Clause 4.3(3) shall be entitled to the additional severance payment, dependant on the total length of service in the position of Electorate Officer, as follows:

| Length of Service | Severance Payment |
|--|--------------------------|
| Less than one (1) year | Two (2) weeks salary |
| More than one (1) year but less than two (2) years | Six (6) weeks salary |
| More than two (2) but less than three (3) years | Eight (8) weeks salary. |

For each year of service thereafter an additional 2 weeks per year of service shall apply to a maximum of 52 weeks. Severance benefits are not payable on completion of the fixed term period as specified in 4.1.

SIGNATORIES TO THE IPSWICH CITY COUNCIL OFFICERS ENTERPRISE BARGAINING AGREEMENT
2009

IPSWICH CITY COUNCIL

Signed by Carl Christian Wulff, Chief Executive Officer as duly authorised Council delegate in accordance with the
Local Government Act 1993

In the presence of Leanne Sherriff

Signed for and on behalf of the QUEENSLAND SERVICES, INDUSTRIAL UNION OF EMPLOYEES
David Smith - State Secretary

In the presence of Kathrine Nelson

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

John Yates

In the presence of Sue Wagner