

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

Ipswich City Council Local Government Civic Centre Employees Certified Agreement 2012

Matter No. CA/2012/164

Commissioner Thompson

28 August 2012

CERTIFICATE

This matter coming on for hearing before the Commission on 28 August 2012 the Commission certifies the following written agreement:

Ipswich City Council Local Government Civic Centre Employees Certified Agreement 2012 – CA/2012/164

Made between:

Ipswich City Council

AND

United Voice, Industrial Union of Employees, Queensland.

The agreement was certified by the Commission on 28 August 2012 and shall operate from 28 August 2012 until its nominal expiry on 1 October 2014.

By the Commission.

Commissioner Thompson

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Part 1 - Preliminary

1.0 TITLE

This Agreement shall be known as the Ipswich City Council Local Government Civic Centre Employees Certified Agreement 2012.

2.0 INTENTION

The Ipswich City Council Civic Centre operates venues and services throughout the year from early in the morning until late at night. The operational demands of the venues mean that conventional Award arrangements of hours and pay cannot apply. Therefore, a special Agreement is necessary to provide an appropriate negotiated structure for staff conditions of employment and to allow Managers and Council a framework for accurate budgeting and forecasting of costs.

This Agreement reflects Council's vision for the Ipswich Civic Centre venues and services to be the focal point of Ipswich's diverse entertainment, cultural, community and commercial events which will provide opportunities for growth of local business, families and lifestyles and to be recognised as a benchmark throughout Australia in the provision of regional multipurpose public facilities.

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 2014.

4.0 HOW IS THIS AGREEMENT TO BE READ

To the extent of any inconsistency this Agreement shall override and replace Local Government Employees' (Excluding Brisbane City Council) Award - State, including any amendments, variations or successors to this Award.

Other than as set out above, to the extent permitted by law, this Agreement replaces and excludes all other industrial instruments and laws relating to terms and conditions of employment of the employees covered by the Agreement.

5.0 NO EXTRA CLAIMS

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

6.0 WHO IS COVERED BY THIS AGREEMENT

This Agreement shall apply to Ipswich City Council Civic Centre and Council Owned Facilities and Events employees employed in the classifications as listed in this Agreement. This Agreement, excluding the wages schedule, shall also apply to employees enrolled in traineeships relevant to callings listed in Clause 7. Traineeship wages are determined in accordance with the Training Wage Award - State.

This agreement is binding on:

- the Ipswich City Council (ICC) [ABN 61 461 981 077];
- ICC's employees covered by the classifications contained in this agreement (the employees);
- United Voice, Industrial Union of Employees, Queensland;

7.0 AVAILABILITY OF AGREEMENT

ICC shall ensure that an up-to-date copy of this Agreement is readily available for perusal by employees. A copy of the Agreement will be placed at the relevant Administration Centre. 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.

8.0 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:

1. 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.
2. A meeting between the employee and the Supervisor is to be held as soon as practicable to discuss the matter. The meeting should be held within 48 hours of notification.
3. 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.
4. 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.
5. If the matter remains unresolved, then either party may refer the matter to the Queensland Industrial Relations Commission in accordance with the Industrial Relations Act 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

Part 2 – Terms and conditions of employment

9.0 DUTIES AND RESPONSIBILITIES

The Agreement is based on encouraging a team approach to effectively and efficiently operate the Ipswich City Council Civic Centre venues and services. Hence, under this Agreement the employee/s agrees to perform the duties and undertake the functions outlined in the Position Description (as amended from time to time) for the position expected to be performed by the incumbent employed in a position at the Ipswich City Council Civic Centre. In addition, the employees will:

- follow all lawful directions given by the employee's supervisor or management representative;
- assist and facilitate the effective and efficient administration of Council in performing their day to day work functions;
- work with the objective of realising the strategic goals of Ipswich City Council;
- abide by Council's Code of Conduct and other Policies and directives;
- maintain a dress standard and a level of hygiene which projects the professional image of Council;
- observe, at all times, the Workplace, Health and Safety Act and Regulations, the Local Government Act and Council's Policies and Procedures particularly with regard to safe work practices and the wearing and/or use of safety clothing, equipment, tools and appliances.

10.0 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.

11.0 ENGAGEMENT

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

12.0 PART-TIME EMPLOYMENT

12.1 Definition

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

12.2 Payment

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

12.3 Overtime

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

12.4 Leave Entitlements

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

13.0 CASUAL EMPLOYMENT

13.1 Definition

A 'Casual Employee' is an employee who is engaged as a casual employee and is employed on an as required basis for a minimum of 3 hour engagement and a maximum of 38 hours per week.

Where a casual employee finishes work in less than 3 hours per engagement and provided they left the workplace at their own volition, they shall be paid only for time actually worked.

Where casual employees are required to work on more than one duty period on the same day, only one minimum payment will be paid for the day.

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

Reasonable grounds for refusal are where the employee:

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

13.2 Termination

Termination of employment for a casual employee by as per Clause 14.2.

13.3 Payment and Leave Entitlements

A casual employee shall be paid a loading of 23% in addition to the equivalent hourly rate for the classification under which they are engaged. The equivalent hourly rate shall be calculated based on a 38 hour rate for that classification.

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

13.4 Overtime and Public Holiday Payments

Casual employees shall be entitled to receive overtime for working in excess of thirty-eight (38) hour week or 10 hours per day. Statutory holiday penalty payments will be in accordance with this Agreement.

14.0 TERMINATION OF EMPLOYMENT

14.1 Notice Of Termination By Employee

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

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

14.2 Notice Of Termination By Council

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

Period of Continuous Service	Period of Notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks

3 years and up to the completion of 5 years	3 weeks
5 years and over	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 one weeks notice, or in lieu of such notice, one weeks wages shall be paid or deducted.

Casual employees may dismissed without notice.

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

14.3 Absent Without Leave

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

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

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

15.0 REDUNDANCY

15.1 Council's Duty to Notify

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

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

- (b) ICC shall discuss with the employees affected and the relevant Union, the introduction of the changes, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the relevant Union in relation to the changes. The discussions shall commence as early as practicable after a definite decision has been made to make the changes.

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

15.2 Discussions Before Terminations

- (a) Where ICC has made a definite decision that it no longer wishes:
- the job an employee has been doing done by anyone, which leads to a permanent reduction in establishment numbers; or
 - 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. Where a redundancy occurs 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 ICC has made a definite decision to terminate an employee's employment on the grounds of redundancy and will include 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 of any terminations.
- (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 not be in ICC's interests.

15.3 Transfer to Other Duties

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

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

15.4 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 1 day's 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 1 day during the notice period for the purpose of seeking other employment, the employee shall, at the request of ICC, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

15.5 Notification to Centrelink

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

15.6 Outplacement Course

Where an employee is dismissed on the grounds of redundancy the employee will be given access to Outplacement Services at ICC's expense to a total of \$1,450 with a Council approved outplacement service provider.

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

15.7 Appointment to Positions

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

- (a) If such employee applies for and is appointed to a position within ICC, the appointment will be deemed to be redeployment and the provisions of Clause (15.3) and Clause (15.8) apply.
- (b) 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 his/her current permanent position immediately prior to the date of notice of termination of employment will apply.

Unless otherwise determined by the Chief Executive Officer or Head of 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 (15.8). Where such employee's application for a position is not successful an offer of severance pay will be made forthwith except as provided for under 15.8(c).

15.8 Severance Pay

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

- (a) Payment equal to the employee's ordinary time earnings for 2 weeks for every year of continuous service in Local Government and a proportional amount for an incomplete year of service calculated on total full time equivalent years of service subject to a maximum equivalent to 52 weeks ordinary time earnings, plus an additional payment equal to the employee's ordinary time earnings for 13 weeks (the additional payment).
- (b) Where the employee is offered and accepts redeployment to another position, the employee will commence work in the redeployed position on the day following the offer. If the employee then decides within 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 15.8 (a).
- (c) Where an employee is redeployed into an another position, such employee may after 4 weeks, but within 13 weeks of the date of being redeployed, request to be terminated and this request will be agreed to. The employee will be entitled to severance payment in accordance with Clause 15.8 (a) however, the employee will not be entitled to the additional payment.
- (d) Where ICC decides with due cause that the redeployment of an employee to another position is unsuccessful within 13 weeks of the date of redeployment, the employee will be terminated and will be entitled to severance payment made in accordance with Clause 15.8 (a) however the additional payment will be reduced on a pro rata basis for each completed week in the redeployed position.

15.9 Employee Leaving during the Notice Period

An employee whose employment is terminated on the grounds of redundancy may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had they 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.

15.10 Alternative Employment

Where ICC secures an offer of suitable alternative employment for an employee whose employment has been made redundant, the employee will not be entitled to a severance payment in accordance with clause (15.8), whether or not the employee accepts the offer of employment.

A suitable offer of employment is one where:

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

15.11 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.

15.12 Employees with Less than 12 Months Service

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

16.0 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 under the clause including claims that an employer has not met his obligations shall be dealt with in accordance with the disputes procedure contained in the relevant award.

17.0 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. ICC will not unreasonably limit delegates attendance at Union meetings/conferences. The Union shall provide reasonable notice of proposed attendance and seek for the leave required to attend.
- (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, 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) A Council Union Delegate or elected workplace representative, with approval of the Union and Council, shall be granted up 38 hours leave with pay each calendar year, non cumulative, to attend approved union training courses/seminars, or other meetings agreed to by Council which are designed to promote good industrial relations and industrial efficiency within the workplace.

Part 3 – Remuneration

18.0 SALARY CLASSIFICATIONS - employees engaged prior to the certification of this Agreement.

18.1 Characteristics of Classification Levels

Grade 6 (92.5%)

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

- Cleaning
- Basic hospitality tasks relating to serving of drinks or food (drink waiter, bar attendant, table waiter)
- Ticket selling
- Setting up or assisting with stage lighting (lighting technician)

Grade 9 (100%)

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

- Overseeing basic hospitality tasks relating to serving of drinks and/or food (head waiter)

Grade 14 (112.5%)

At this grade, employees perform more highly skilled and, often, specialised tasks similar to those classified at Grade 13 of the Ipswich City Council Local Government Employees Certified Agreement 2011 with a greater degree of competence. In some cases these tasks would require formal training and involve the holding of an appropriate authority. A sound knowledge of Council's policies and practices relevant to the area of work would also be a feature. The work would be performed under general supervision.

18.2 Progression Between Levels

Progression from one grade to another will occur through appointment to a position which primarily requires the exercise of skills and responsibilities characteristic of a particular grade.

18.3 Juniors

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

(a)	Juniors	
	Under 18	60%
	18 to 19	75%

19.0 SALARY - employees engaged prior to the certification of this Agreement.

Effective first full pay period on or after certification of this Agreement

Grade	Base Wage (Weekly)	Base Wage (Hourly)	Casual
Grade 6	\$858.00	\$22.58	\$27.77
Grade 9	\$897.00	\$23.61	\$29.03
Grade 14	\$973.00	\$25.61	\$31.49

In addition to the salary prescribed above casual employees shall receive a one off lump sum payment upon certification of this Agreement of an amount equal to the average number of hours worked each week per week within the last 12 months prior to certification of the Agreement divided by 38 and multiplied by \$1,300.

Effective first full pay period on or after 1 October 2013

Grade	Base Wage (Weekly)	Base Wage (Hourly)	Casual
Grade 6	\$893.00	\$23.50	\$28.91
Grade 9	\$932.00	\$24.53	\$30.17
Grade 14	\$1,008.00	\$26.52	\$32.63

Employees will not be disadvantaged in terms of rostering or allocation of hours based on differences in salaries between employees engaged prior to or after the certification of this Agreement.

20.0 SALARY CLASSIFICATIONS - employees engaged after the certification of this Agreement.

20.1 Characteristics of Classification Levels

Grade 1

"Grade 1 - Civic Centre Employee" shall mean an employee who usually performs the normal duties of an Usher, Food & Beverage Attendant, Staging Technician, Kitchen Hand, Event Team Assistant, Car Park Attendant, Cleaner.

Grade 2

"Grade 2 - Civic Centre Employee" shall mean an employee who usually performs the normal duties of a Head Usher, Duty Technician, Technical Operator, Box Office Attendant, Event Services Attendant, Fire Panel Warden, Food & Beverage Attendant (cashier), Usher, Merchandise Seller, House Keeping Attendant/Cleaner.

Grade 3

"Grade 3 - Civic Centre Employee" shall mean an employee who usually performs the normal duties of a Theatre Technician/Technical Operator, Cook.

Grade 4

"Grade 4 - Civic Centre Employee" shall mean an employee who usually performs the normal duties of a Front of House Supervisor (Cashier), Senior Duty Officer, Senior Theatre Technician / Technical Operator, Chef.

Grade 5

"Grade 5 - Civic Centre Employee" shall mean an employee who usually performs the normal duties of a Functions and Catering Supervisor, Technical and Production Supervisor, Head Chef, Program Coordinator.

20.2 Juniors

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

- (a) Juniors
 - Under 18 70%

21.0 SALARY - employees engaged after the certification of this Agreement.

Effective first full pay period on or after certification of this Agreement

Grade	Base Wage (Weekly)	Base Wage (Hourly)	Casual
Grade 1	\$788.30	\$20.74	\$25.52
Grade 2	\$806.00	\$21.21	\$26.09
Grade 3	\$886.61	\$23.33	\$28.70
Grade 4	\$973.19	\$25.61	\$31.50
Grade 5	\$1,057.86	\$27.84	\$34.24

Effective first full pay period on or after 1 October 2013

Grade	Base Wage (Weekly)	Base Wage (Hourly)	Casual
Grade 1	\$823.30	\$21.67	\$26.65
Grade 2	\$841.00	\$22.13	\$27.22
Grade 3	\$921.61	\$24.25	\$29.83
Grade 4	\$1,008.19	\$26.53	\$32.63
Grade 5	\$1,087.86	\$28.63	\$35.21

22.0 REMUNERATION PAYMENTS

22.1 Period

The parties agree that remuneration payments will be made weekly.

22.2 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.

22.3 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.

22.4 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 at the next available weekly pay cycle date .

Provided that, where due to the locality of a workplace or the intervention of week-ends or public holidays, and payment within 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.

22.5 Union Dues

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

23.0 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 1985* (As amended).

24.0 SALARY PACKAGING

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

PART 4 – HOURS OF WORK

25.0 ORDINARY HOURS OF WORK

The ordinary hours of work shall be an average of 38 hours per week or 76 hours per fortnight.

Ordinary hours of work may be worked between the hours of 6.00am and 1.00am on any 5 out of 7 days per week or 10 out of 14 days per fortnight including Saturday and Sunday without the payment of overtime or weekend penalty rates.

The ordinary hours of duty of the employee shall not exceed 10 hours on any one day.

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

Rosters may be changed by mutual agreement between the employee and Council or by the provision of 7 days notice to the employee by Council.

26.0 OVERTIME

26.1 Normal Work Days

All authorised time worked outside or in excess of the ordinary hours fixed in accordance with this Agreement shall be deemed to be overtime.

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

26.2 Saturdays

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

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

26.3 Sundays

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

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

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

26.5 Working on Statutory Holidays

All work done on statutory holidays shall be paid for in accordance with Clause (29.0).

26.7 Working During Normal Meal Breaks

All work done during meal breaks shall be paid for in accordance with Clause (27.2)

27.0 MEAL BREAKS

27.1 Duration

Employees shall be entitled to a meal break of not less than 30 minutes and not more than one hour.

The time allowed for such meal break shall commence at a time so as not to interfere with the continuity of work, ordinarily not later than 6 hours after the ordinary starting time each day.

27.2 Working During Meal Break

All work done during the recognised meal break shall be paid for at double time. Such payment will continue until a meal break is taken.

27.3 Meal Breaks during Overtime

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

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

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

28.0 REST PAUSES

Rest pauses shall be in accordance with the Award.

PART 5 – STATUTORY HOLIDAYS, LEAVE

29.0 STATUTORY HOLIDAYS

29.1 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 4 hours.

29.2 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.

29.3 Work Outside Normal Times

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

29.4 Stand Down

29.4.1 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.

ICC shall nominate one day during the Christmas - New Year period, as a day which rostered employees are entitled to take off work with pay and without applying for any other forms of leave. Employees may accrue up to three (3) days in form of TIL (TIL shall be time for time), overtime 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. Employees who are required to work on this day will be paid ordinary rates and that day will be taken at another time as agreed by the Supervisor.

29.4.2 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.

29.4.3 Substitution of Holidays

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

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

30.0 ANNUAL LEAVE

30.1 Entitlement

30.1.1 Amount of Annual Leave

Every employee (other than a casual employee) covered by this Agreement shall accrue annual leave at the rate of not less than four weeks equivalent.

30.1.2 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.

30.1.3 Applicable Pay Rate

ICC shall, subject to Clause (30.4) of this clause, pay:

- (a) to employees in receipt of higher duties payment during the proceeding 12 months in accordance with Clause (30.8); and
- (b) in every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this agreement.

Employees will be paid any accrued but untaken annual leave on termination of employment calculated in accordance with Clause (30.4).

30.2 Annual leave accrual

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

30.3 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.

30.4 Calculation of Annual Leave

Payment for annual leave will be calculated as 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 %.

30.5 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.

30.6 Requirement To Take Leave

Annual leave shall be granted at a time agreed between ICC and the employee. ICC may direct an employee to take annual leave on at least 14 days' notice.

31.0 SICK / CARERS' LEAVE

31.1 Entitlement

Sick leave and Carers' Leave are unlike annual leave and long service leave in that they are conditional upon an employee being ill or injured to the point of being unfit for duty or required to provide care in circumstances set out in this clause. It is an insurance to protect the employee against hardship should the employee be unable to continue in their normal occupation and must only be utilised in these circumstances.

An employee (excluding a short or long term casual employee) may take paid sick / carers' leave if the leave is taken:

- (a) because the employee is not fit for work because of a personal illness, or personal injury affecting the employee; or
- (b) to provide care or support to a member of their employee's immediate family, or a member of the employee's household, who requires care and support because of:
 - (i) a personal illness, or personal injury affecting the member; or
 - (ii) an unexpected emergency affecting the member
- (c) the term 'immediate family' includes:
 1. 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
 2. a child or an adult child (including an adopted child, an ex-foster child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee.

Employees (other than a casual employee) accrue 3 weeks sick / carers leave per annum.

Calculation of the leave entitlement will be the average number of ordinary hours worked per week multiplied by 3 weeks. For example, employees who works a 38 hour week will receive 114 hours sick leave per annum.

31.2 Certificate Required

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

All employees who are unable to attend work due to illness or carers' responsibilities on any work day or shift shall notify their immediate Supervisor, Superintendent or Branch Manager of their inability to attend work as soon as possible but in any event, within half an hour of their normal starting time for the day or shift on which they are absent and shall, unless exceptional circumstances exist, advise of the reason for the absence and of the expected duration of such absence. For carers' leave, the name of the person requiring care and their relationship to the employee must also be provided. Failure to provide this information may result in the non-payment of Leave for that absence.

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

31.3 Carers Leave

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

31.4 Portability

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.

31.5 Additional Sick / Carers Leave

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

31.6 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 may apply to have such period of illness debited to the employee's sick leave entitlement and the employee's annual leave entitlement shall be adjusted accordingly.

31.7 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.

31.8 Time Off in Lieu of Payment for Overtime

(a) An employee may, with the consent of Management, take time off in lieu of payment for overtime at a time or times agreed with Management.

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

31.9 Make Up Time

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

32.0 LONG SERVICE LEAVE

32.1 Entitlement

Subject to the provisions of Clause (32.7) 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 10 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 by agreement.
- (f) Employees will be entitled to take any long service leave at double the applicable rate of pay or to be paid at half time applicable rate of pay and be paid subject to approval. Leave accruals will be debited accordingly. For example, 2 weeks at double payment equals 4 weeks entitlement.
- (g) For the purposes of this clause service does not include any period of leave without pay in excess of 3 months or any period of unapproved leave without pay.

32.2 Continuous Service

For the purpose of this Agreement 'continuous service' shall mean service with ICC or with another Queensland Local Government 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 the Council by reason of illness or injury, provided that the employee shall have been re-employed by ICC or another Queensland Local Government and shall not have been engaged in any other calling whether on the employee's own account or as an employee subsequent to having been so dismissed or stood down or to having so terminated service, and before being so re-employed and provided further that the period during which that employee was absent by reason of such dismissal or standing down or termination of service shall not by reason only of this paragraph be taken into account in calculating the period of service;

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

32.3 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.

32.4 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.

32.5 Future Defence Services

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 requests, the monetary equivalent of the proportionate amount of long service leave calculated as set out in this Agreement.

32.6 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.

32.7 Higher Rate Prior to Long Service Leave

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

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

32.8 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.

32.9 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.

32.10 Previous Local Government 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.

32.11 All Contributions to Follow Employees

Once such contribution is made and the employee concerned is employed by yet another Local Government the first 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.

32.12 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.

During the life of this agreement, employees with over 26 weeks of leave shall use all reasonable endeavours to reduce their long service leave balance below 26 weeks. The CEO may approve exceptions to this based on special circumstances at their absolute discretion. Should an employee fail to reduce their leave balance, ICC may direct an employee to reduce their balance to 26 weeks by providing 3 months written notice. Council will only direct an employee to take leave once in a 12 month period for no less than 4 weeks at one time. This clause shall not be read as to restrict Council's ability to direct employees to take long service leave under the Act.

32.13 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 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.

33.0 PARENTAL LEAVE

Employees who are eligible for parental leave in accordance with the terms specified in the parent Award shall be entitled to:

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.

34.0 BEREAVEMENT LEAVE

34.1 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.

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

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

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

34.2 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.

34.3 Unpaid entitlement by agreement

By agreement with ICC an employee shall in addition to paid bereavement leave be entitled to reasonable unpaid bereavement leave up to 5 working days.

35.0 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.

36.0 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.

37.0 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.

38.0 INABILITY TO REPORT TO 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, 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.

PART 6 – MISCELLANEOUS PROVISIONS

39.0 WORKPLACE HEALTH AND SAFETY

39.1 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, ICC'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 employee's fitness for work in accordance with ICC's policy and procedures and to provide to ICC evidenced of fitness for work to its satisfaction.

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 procedures. Any proposed amendments to this procedure must be discussed by the Enterprise Agreement Consultative Committee prior to adoption.

39.2 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.

39.3 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.

40.0 POLICIES AND PROCEDURES

Employees must comply with ICC policies and procedures as implemented from time to time. ICC will consult with all levels of staff in relation to implementation of policies and procedures that relate to the employment of staff. Where there is policy change there will be consultation with Enterprise Agreement Consultative Committee before implementation.

41.0 TIME AND REMUNERATION RECORDS AND RIGHT OF ENTRY

ICC shall keep time and remuneration records in accordance with the *Industrial Relations Act 1999 (Qld)*.

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

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

42.0 RECOGNITION OF SERVICE

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

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

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

Part 7 – Definitions

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

Term	Meaning
Agreement	The Ipswich City Council Local Government Civic Centre Employees Certified Agreement 2012
Applicable Award	Local Government Employees' (Excluding Brisbane City Council) Award – State
Consultation	Consultation shall mean providing the Union and employees with a bona fide opportunity to discuss Council's decision(s). In order to facilitate meaningful consultation, Council will provide employees and the Union with relevant information including reasons for contemplated changes, the number and category of workers likely to be effected and the period over which any change may be intended
ICC	Ipswich City Council ABN 61 461 981 077
Ordinary Time Earnings	The actual ordinary rate of pay the employees receive for their ordinary hours of work including shift loadings where applicable. Ordinary time earnings shall not include overtime, penalty rates, or any other extraneous payments of a like nature, unless stated as part of this Agreement.
Queensland Local Government	Any Local Governments and Joint Boards (within the meaning of the Local Government Act 2009, excluding Brisbane City Council), who are respondents to those Awards to which this agreement applies.
Remuneration	Payment made for services rendered which includes all types of wage and non-wage payments, reward payments for the performance of some specific task, benefits such as provision of a council vehicle.
The Act	Industrial Relations Act (Qld) 1999
Unions	The unions party to this agreement, jointly or individually as the context requires

SIGNATORIES TO THE IPSWICH CITY LOCAL GOVERNMENT CIVIC CENTRE EMPLOYEES CERTIFIED AGREEMENT 2012

Signed for and on behalf of **Ipswich City Council** Carl Christian Wulff
In the presence of Kimberley Molloy

Signed for and on behalf of United Voice, Industrial Union of Employees, Queensland Gary Bullock
In the presence of: Fiona Scalon