

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Ipswich City Council Local Government Employees Certified Agreement 2011

Matter No. CA/2012/25

Commissioner Thompson

30 April 2012

CERTIFICATE

This matter coming on for hearing before the Commission on 30 April 2012 the Commission certifies the following written agreement:

Ipswich City Council Local Government Employees Certified Agreement 2011 – CA/2012/25

Made between:

Ipswich City Council

AND

Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees;
Transport Workers' Union of Australia, Union of Employees (Queensland Branch);
Plumbers & Gasfitters Employees' Union Queensland, Union of Employees;
The Australian Workers' Union of Employees, Queensland;
The Electrical Trades Union of Employees Queensland;
United Voice, Industrial Union of Employees, Queensland;
The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland; and
Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland.

The agreement was certified by the Commission on 30 April 2012 and shall operate from 30 April 2012 until its nominal expiry on 1 October 2014.

This agreement replaces Ipswich City Council Local Government Employees Certified Agreement 2009 (CA/2009/57).

By the Commission.

Commissioner Thompson

**ENTERPRISE AGREEMENT LOCAL GOVERNMENT EMPLOYEES
2011**

IPSWICH CITY COUNCIL

ENTERPRISE AGREEMENT LOCAL GOVERNMENT EMPLOYEES 2011

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1.0 TITLE

This Agreement shall be known as the Ipswich City Council Local Government Employees Certified Agreement 2011.

2.0 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.

3.0 HOW IS THIS AGREEMENT TO BE READ

This Agreement shall be read and interpreted wholly in conjunction with the:

- Local Government Employees' (Excluding Brisbane City Council) Award- State
- Building Trades Public Sector Award
- Engineering Award- State

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

4.0 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.

5.0 WHO IS COVERED BY THIS AGREEMENT

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);
- The Australian Workers' Union of Employees, Queensland;
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch);
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees Queensland Branch;
- United Voice, Industrial Union of Employees, Queensland;
- The Electrical Trades Union of Employees Queensland;
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees;

- Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees;
- The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland.

6.0 WHO IS NOT COVERED BY THIS AGREEMENT

This Agreement does not apply to:

- ICC's chief executive officer;
- The employees of ICC who are employed as Executive Officers ;
- The employees of ICC who are covered by the Ipswich City Council Local Government Officer's Certified Agreement 2011.
- The employees of ICC who are employed in hospitality activities and roles as prescribed in Schedule 2 Local Government Employees' (Excluding Brisbane City Council) Award – State. To avoid doubt this includes employees in hospitality activities (i.e. cooking and/or serving of food and preparation and/or serving of drinks or beverages), ticket selling, setting up or assisting with stage lighting (lighting technician), catering and overseeing basic hospitality tasks relating to serving of drinks and/or food.
- The employees of ICC who are employed within Ipswich Waste Services as domestic or industrial garbage truck drivers.

7.0 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.

8.0 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 each Depot and 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.

9.0 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

10.0 DUTIES AND RESPONSIBILITIES

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

11.0 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.

12.0 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.

13.0 PART-TIME EMPLOYMENT

13.1 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.

13.2 Payment

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

13.3 Overtime

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

13.4 Leave Entitlements

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

14.0 CASUAL EMPLOYMENT

14.1 Definition

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

A regular casual employee means a casual employee who is employed on a regular systematic basis for an ongoing period of at least 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.

14.2 Termination

Termination of employment for a casual employee by as per Clause 21.2.

14.3 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.

14.3 Overtime and Penalty Payments

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

15.0 USE OF CONTRACTORS

15.1 Job Security

The parties agree that:

ICC 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 ICC's corporate and operational plans through the strategies in the agreement, particularly the acquisition and the use of the broadest range of skills by employees. ICC will provide relevant training and support.

ICC's preferred option is to engage a competitive workforce comprising predominantly full time and part time employees. Where appropriate casual or temporary employees may be engaged. Provided that where practical Council will consult with relevant employees prior to engagement.

Additionally there will be times when specialised or urgent services or an excess of work require the use of contractors.

Council will not utilise contractors or labour hire employees to reduce the pay, conditions or employment security of Council employees. Subject to the provisions of (15.1), (15.2) and (15.3) where there is a need for additional employees on a permanent basis, ICC will employ full time or permanent part time employees.

The engagement of contractors or the leasing of services may be appropriate in the following circumstances:

- in the event of critical shortages of skilled staff;
- where there is excess of work that cannot be accommodated by ICC's workforce;
- where there is a requirement for urgent or specialised services;
- where there is a lack of available capital;
- extraordinary or unforeseen circumstances; or

- it can be clearly demonstrated that it is in the public interest that such services should be contracted out.

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

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

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

If, after full consultation with unions and employees, employees are affected by a decision to contract out or lease current services, ICC will ensure the maximum opportunity to accept retraining and / or redeployment in Council or accept redundancy in accordance with the provisions of Clause (22) Redundancy of this Agreement shall apply.

15.3 Procedure to apply where proposed use of contractors will not impact on job security of Ipswich City Council Employees

In these circumstances ICC will ensure that:

- (a) Prior to the commencement of a new contractual arrangement for the provision of services for works of a value greater than \$500,000 ICC will advise the relevant unions of the details of the contractor, the type of work to be undertaken and the location of the work.
- (b) When assessing tenders or quotations for the use of contractors, ICC will require the contractor to confirm that the contractor will:
 - 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.

16.0 WET WEATHER

Subject to the stand-down provisions contained in Section 98 of Industrial Relations Act 1999 (Qld), all time lost through wet weather shall be paid for provided that an employee reports for work and is ready and willing to perform any work or undertake any training required by ICC.

17.0 TRAVELING ARRANGEMENTS

17.1 To Depot

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

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

17.2 Alternative Arrangements

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

17.3 Transfer from One Depot to Another

Employees shall be required to commence work from any of Council's depots, provided that at least 3 working days prior written notification of such arrangements is given to the employee by Council Management, which shall include the commencement date at the new location and the likely duration of the transfer. No travelling or private vehicle

usage provisions shall apply under these circumstances. When an employee would be adversely disadvantaged in such circumstance, in regard to travel arrangements, Council management shall give special consideration to that employee.

18 OWNER-DRIVERS

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

19.0 SUPPLY OF WORK CLOTHING

Full time and part time employees will be issued with:

- 5 long sleeved shirts
- 5 pairs trousers (or shorts where Workplace Health and Safety Manager approval is provided)
- 1 safety vest
- 1 broad brimmed hat
- 1 jacket.

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

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

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

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

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

20.0 LAUNDERING OF CLOTHING

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

20.1 Special Circumstances

For employees other than for those described above, 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.

21.0 TERMINATION OF EMPLOYMENT

21.1 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.

21.2 Notice Of Termination By Council

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

Period of Continuous Service	Period of Notice
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.

21.3 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.

22.0 REDUNDANCY

22.1 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.

22.2 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.

22.3 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.

22.4 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.

22.5 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.

22.6 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.

22.7 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 (22.3) and Clause (22.8) 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 (22.8). 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 clause 22.8.

22.8 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 22.8 (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 22.8 (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 22.8 (a) however the additional payment will be reduced on a pro rata basis for each completed week in the redeployed position.

22.9 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.

22.10 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 (22.8), 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.

22.11 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.

22.12 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.

23.0 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.

24.0 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 to 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

25.0 COMPETENCY BASED CLASSIFICATION STRUCTURES/CLASSIFICATION ISSUES

25.1 Competency Based Structures

Council will continue to apply existing competency based structures in place as at the commencement of this Agreement. Council is committed to the ongoing development and implementation of the competency based structures for field based staff across Council. The competency based structures may be implemented outside of this Agreement, with the agreement of the parties.

25.2 Classification Issues

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

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

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

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

If agreement is not reached within 2 months of the date of submission, then any party to the negotiation may enact the Grievance Procedure.

26.0 DEFINITIONS FOR CLASSIFICATION PURPOSES

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

Carpenter, Joiner, Shopfitter and Machinist shall mean an employee who has completed an apprenticeship or a recognised period of training under the Vocational Education, Training and Employment Act 1991, using tools or any machine or saw driven by power in the carpentry, joinery or shopfitting trade.

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

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

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

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

An employee at this level performs routine duties essentially of a manual nature and to the level of their training:

- (a) performs general labouring and cleaning duties;
- (b) exercises minimal judgement;
- (c) works under direct supervision or
- (d) is undertaking structured training so as to enable them to work at C13 level.

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

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

An employee at this level performs work above and beyond the skills of an employee at C14 and to the level of their training:

- (a) works under direct supervision either individually or in a team environment;
- (b) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
- (c) understands and utilises basic statistical process control procedures.

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

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

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

Engineering/Production Employee Level IV (C11) shall mean an employee who has completed a Production/Engineering Certificate II or equivalent training or experience so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C12 and to the level of their training:

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

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

- (i) Engineering Tradesperson (electrical/electronic) Level I or
 - (ii) Engineering Tradesperson (mechanical) Level I or
 - (iii) Engineering Tradesperson (fabrication/vehicle building) Level I; and
- is able to exercise the skills and knowledge of that trade.

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

- (i) Engineering Tradesperson (electrical/electronic) Level II; or
 - (ii) Engineering Tradesperson (mechanical) Level II; or
 - (iii) Engineering Tradesperson (fabrication/vehicle building) Level II; and
- who has completed the following training requirement:
- (a) three (3) appropriate modules in addition to the training requirements of C10 Level; or
 - (b) three (3) appropriate modules towards an Advanced Certificate; or
 - (c) three (3) appropriate modules towards an Associate Diploma; prescribed in the Implementation Manual.

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

- (i) Special Class Engineering Tradesperson (electrical/electronic) Level I;
 - (ii) Special Class Engineering Tradesperson (mechanical) Level I; or
 - (iii) Special Class Engineering Tradesperson (fabrication/vehicle building) Level I; and
- who has completed the following training requirement prescribed in the Implementation Manual:

- (a) six (6) appropriate modules in addition to the training requirements of C10 level; or
- (b) six (6) appropriate modules towards an Advanced Certificate; or
- (c) six (6) appropriate modules towards an Associate Diploma.

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

- (i) Special Class Engineering Tradesperson (electrical/electronic) Level II; or
- (ii) Special Class Engineering Tradesperson (mechanical) Level II; or
- (iii) Special Class Engineering Tradesperson (fabrication/vehicle building) Level II; and

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

- (a) three (3) appropriate modules in addition to the requirements of C8 level; or
- (b) nine (9) appropriate modules towards an Advanced Certificate; or
- (c) nine (9) appropriate modules towards an Associate Diploma.

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

- (i) Advanced Engineering Tradesperson (electrical/electronic) Level I; or
- (ii) Advanced Engineering Tradesperson (mechanical) Level I; or
- (iii) Advanced Engineering Tradesperson (fabrication/vehicle building) Level I; and

who has completed the following training requirement:

- (a) 12 appropriate modules of an Advanced Certificate or
- (b) 12 appropriate modules of an Associate Diploma or
- (c) equivalent accredited training prescribed in the Implementation Manual.

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

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

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

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

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

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

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

a disc, plug, valve, water seal or other means. Live sewer work shall not include the pump out of septic or sewage holding tanks.

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

Painter shall mean any employee has completed an apprenticeship or recognised period of training under the *Vocational Education, Training and Employment Act 1991*, engaged in any manner whatsoever in connection with the painting of dwelling houses or other buildings of any nature, fences, bridges (whether construction of iron or wood, or partly of iron and partly of wood), tanks for storage of oil, water or any similar purpose (other than work performed on tanks in engineering shops), traffic lines (except for work performed for the Director General Department of Transport) or in connection with plastic relief and texture work, paperhanging, applying and/or fixing vinyl wall hangings and other similar flexible wall hangings or coverings, decorating, graining, marbling, gilding, sign writing, glazing, glass cutting (except when done by the shop salesperson, picture framers or furniture makers or in any factory or shop where the employer is exclusively or mainly engaged in the manufacture of joinery for sale), kalsomining, distemping, colour washing, lime washing, staining, varnishing, stripping off old paper, removing old paint or varnish and the preparing and the getting ready of all work connected with any of the abovenamed branches of the trade and the preparation of all the materials required for any of the said branches of the trade.

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

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

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

27.0 SALARY CLASSIFICATIONS

27.1 Characteristics of Classification Levels

Grade 6 (92.5%)

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

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

Grade 7 (95%)

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

- Basic field labouring tasks (first 6 months)

Grade 8 (97.5%)

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

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

Grade 9 (100%)

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

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

Grade 10 (102.5%)

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

- Surveyor's Chainman Grade I

- Advanced field labouring tasks including:
 - pipelaying, concrete finishing, scaffolding, asphalt paving and asphalt production
 - skilled gardening work (eg. grafting and propagating)
 - grave digging
- Driving of:
 - a rigid motor vehicle exceeding 8 tonnes GVM up to 15 tonnes GVM with or without towing a trailer (including street flusher)
 - a motor bus exceeding 12 seats.
- Patrolling and/or maintaining parking meters
- Store operations
- Assisting engineering tradespeople as fitters assistant C11

Grade 11 (105%)

- Specialised field labouring tasks including:
 - dogger (slings loads, selects and inspects lifting gear, directs crane/hoist operator)
- Driving of:
 - a rigid motor vehicle exceeding 15 tonnes GVM up to 25 tonnes GVM with or without towing a trailer
 - a rigid motor vehicle, which incorporates bitumen patching equipment, exceeding 8 tonnes GVM and up to 15 tonnes GVM with or without towing a trailer.
- Operation of light mechanical plant such as:
 - powered vibrating road roller up to 4 tonne
 - pneumatic tyred, powered road roller up to 8 tonne
 - steel wheeled, powered road roller up to 8 tonne
 - pile driving machine
 - pneumatic tyred tractor without attachments up to 70KW
 - pneumatic tyred tractor with attachments up to 35KW (including ride-on mower)
 - crawler tractor without attachments up to 4,545.45 kg
 - crawler tractor with attachments up to 2727.27 kg.
- Animal control including impounding
- Overseeing of refuse tip operations (tip master)
- Qualified building tradesperson (eg. carpenter & joiner, plumber, painter, signwriter)

Grade 12 (107%)

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

- Surveyor's Instrument Hand.

- Driving of:
 - a rigid motor vehicle exceeding 25 tonne GVM with or without towing a trailer
 - a rigid motor vehicle and heavy trailer combination not exceeding 22.5 tonne GCM
 - an articulated vehicle (with 3 axles) not exceeding 24 tonne GCM
 - a rigid motor vehicle exceeding 15 tonnes GVM up to 25 tonnes GVM which includes watering equipment associated with road construction and maintenance.
- Operation of small mechanical plant such as:
 - motor grader up to 35 KW
 - scraper loader up to 10 cubic metre capacity
 - excavator up to 0.5 cubic metre capacity
 - medium self-propelled equipment (e.g. whilst operating kerbmaker or linemarking machine)
 - front end or overhead loader up to 2.25 cubic metre capacity
 - pneumatic tyred tractor without attachments over 70 KW
 - pneumatic tyred tractor with attachments from 35 KW to 110 KW
 - crawler tractor without attachments over 4,545.45 kg
 - crawler tractor with attachments from 2,727.27 kg to 18,181.82 kg
 - powered vibrating road roller over 4 tonne
 - pneumatic tyred, powered road roller over 8 tonne and up to 20 tonnes
 - steel wheeled, powered road roller over 8 tonne
 - mobile crane up to 15 tonnes capacity
 - skid steer loader exceeding 2,000cc
 - forklifts and hydraulic mobile platforms.
- General local laws enforcement (with relevant experience)

Grade 13 (110%)

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

- Form setting (requiring trade grade skills)
- Bridge carpentry
- Horticulturalist (trade qualified)
- Leading a work crew performing general cleaning duties
- Driving of:
 - a rigid vehicle and heavy trailer combination exceeding 22.5 tonne and up to 42.5 tonne GCM;

- an articulated vehicle exceeding 24 tonne and up to 42.5 tonne GCM;
- a rigid motor vehicle as defined in Grade 12 as well as organising, scheduling and completion of associated documentation in conjunction with the vehicles functional activities (eg. Refuelling truck driver).
- Operation of medium mechanical plant such as:
 - motor grader exceeding 35 KW and up to 74.6 KW
 - scraper loader exceeding 10 cubic metre and up to 18 cubic metre capacity
 - excavator exceeding 0.5 cubic metre and up to 2.25 cubic metre capacity
 - front end or overhead loader exceeding 2.25 cubic metre and up to 4.5 cubic metre capacity
 - pneumatic tyred, powered road roller over 20 tonnes
 - crawler tractor with attachments from 18,181.82 kg to 36,363.64 kg
 - mobile crane exceeding 15 tonnes and up to 40 tonnes capacity.
- Qualified engineering tradesperson C10 (eg. mechanics, electrical fitter, diesel fitter, boilermaker).

Grade 14 (112.5%)

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

- Assistant Pound Supervisor
- Driving of:
 - a rigid vehicle and heavy trailer combination exceeding 42.5 tonne GCM
 - an articulated vehicle exceeding 42.5 tonne GCM
 - a low loader not exceeding 43 tonne GCM.
- Operation of large mechanical plant such as:
 - motor grader exceeding 74.6 KW
 - scraper loader exceeding 18 cubic metre capacity
 - excavator exceeding 4.5 cubic metre capacity
 - front end or overhead loader exceeding 2.25 cubic metre capacity
 - crawler tractor with attachments exceeding 36,363.64 kg
 - mobile crane exceeding 40 tonnes capacity
 - asphalt spreader/tamper.
- Plant operators who have a backhoe competency certificate and who use their skills for operation of a backhoe for 50% or more of their time.

Grade 15 (115%)

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

- Qualified engineering tradesperson C9 (eg. mechanics, electrical fitter, diesel fitter)

Grade 16 (117.5%)

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

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

Grade 17 (120%)

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

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

Grade 18 (122.5%)

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

- pound supervisor
- leading a work crew performing
- contract maintenance activities for the Main Roads Dept
- road failure repairs, including the use of self propelled plant and plant operators
- line marking works, capital construction and maintenance activities
- building trade activities-

Grade 19 (125%)

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

- concrete capital construction works
- bridge construction and maintenance.

Grade 20 (127.5%)

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

- roads and drainage capital construction works
- mechanical repairs to mobile plant and associated equipment
- steel fabrication
- construction activities.

Grade 21 (130%)

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

Grade 22 (132.5%)

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

- roadwork construction
- stormwater drainage construction
- electrical and/or electronic work.

27.2 Multiskilling

(a) Truck Drivers

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

(b) Plant Operators

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

27.3 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.

27.4 Progression - Engineering Award

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

27.5 Juniors

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

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

Junior rates shall not apply to cleaners, caretakers, watchmen, parking meter maintenance attendants and employees engaged at Cemeteries.

27.6 Apprentices

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

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

27.7 Nominated Relief Personnel

27.7.1 Remuneration

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

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

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

27.7.2 Conditions

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

28.0 SALARY

The salary scale Table 1 applies to employees working a 38 hour week all of whom are classified in terms of the definition criteria and characteristics set out in this Agreement.

28.1 Salary Increase

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

- (a) A one off payment to be paid from the first pay period on or after certification of this Agreement to be paid as follows:
 - An amount of \$1,300 as a one off bonus payment to be paid to employees engaged on a 40.5 hour week immediately prior to the certification of this Agreement
- (b) An increase of \$35 per week for grades up to and including Level 14 and \$30 per week for Grades above Level 14 commencing from the first pay period on or after 1 October 2012;
- (c) An increase of \$35 per week for grades up to and including Level 14 and \$30 per week for Grades above Level 14 commencing from the first pay period on or after 1 October 2013.

28.2 Annualisation of Allowances

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

- (a) Includes Annualisation of Engineering Trades Tool Allowance
- (b) Includes Annualisation of Plumber, Gasfitter, Carpenter, Joiner and Form Setter Tool Allowance
- (c) Includes Annualisation of Plaster and Tiler Tool Allowance
- (d) Includes Annualisation of Bricklayer Tool Allowance
- (e) Includes Annualisation of Signwriter, Painter, Glazier and Licensed Drainer Tool Allowance
- (f) Includes Annualisation of Plumber, Gasfitter, Carpenter, Joiner and Form Setter Tool Allowance plus Annualisation of Fares and Travel Allowance
- (g) Includes Annualisation of Fares and Travel Allowance

- (h) Includes Annualisation of Plaster & Tiler Tool Allowance plus Annualisation of Fares and Travel Allowance
- (i) Includes Annualisation of Signwriter, Painter, Glasier and Licensed Drainer Tool Allowance plus Annualisation of Fares and Travel Allowance.

Table 1 – 38 hour week

GRADE	Commencing from pay period on or after certification of this Agreement		Commencing from pay period on or after 1 October 2012		Commencing from pay period on or after 1 October 2013	
	\$ pa		\$ pa		\$ pa	
	PER ANNUM	PER WEEK	PER ANNUM	PER WEEK	PER ANNUM	PER WEEK
Grade 6	\$ 42,782	\$ 823	\$44,616	\$858.00	\$46,436	\$893.00
Grade 7	\$ 43,450	\$ 836	\$45,292	\$871.00	\$47,112	\$906.00
Grade 8	\$ 44,144	\$ 849	\$45,968	\$884.00	\$47,788	\$919.00
Grade 9	\$ 44,839	\$ 862	\$46,644	\$897.00	\$48,464	\$932.00
Grade 10	\$ 45,555	\$ 876	\$47,372	\$911.00	\$49,192	\$946.00
Grade 10(a)	\$ 46,409	\$ 892	\$48,204	\$927.00	\$50,024	\$962.00
Grade 10(b)	\$ 46,544	\$ 895	\$48,360	\$930.00	\$50,180	\$965.00
Grade 10(c)	\$ 46,371	\$ 892	\$48,204	\$927.00	\$50,024	\$962.00
Grade 10(d)	\$ 46,257	\$ 890	\$48,100	\$925.00	\$49,920	\$960.00
Grade 10(e)	\$ 45,794	\$ 881	\$47,632	\$916.00	\$49,452	\$951.00
Grade 10(f)	\$ 48,715	\$ 937	\$50,544	\$972.00	\$52,364	\$1,007.00
Grade 10(g)	\$ 47,574	\$ 915	\$49,400	\$950.00	\$51,220	\$985.00
Grade 10(h)	\$ 48,520	\$ 933	\$50,336	\$968.00	\$52,156	\$1,003.00
Grade 10(i)	\$ 47,856	\$ 920	\$49,660	\$955.00	\$51,480	\$990.00
Grade 11	\$ 46,285	\$ 890	\$48,100	\$925.00	\$49,920	\$960.00
Grade 11(a)	\$ 47,210	\$ 908	\$49,036	\$943.00	\$50,856	\$978.00
Grade 11(b)	\$ 47,362	\$ 911	\$49,192	\$946.00	\$51,012	\$981.00
Grade 11(c)	\$ 47,169	\$ 907	\$48,984	\$942.00	\$50,804	\$977.00
Grade 11(d)	\$ 47,046	\$ 905	\$48,880	\$940.00	\$50,700	\$975.00
Grade 11(e)	\$ 46,534	\$ 895	\$48,360	\$930.00	\$50,180	\$965.00
Grade 11(f)	\$ 49,590	\$ 954	\$51,428	\$989.00	\$53,248	\$1,024.00
Grade 11(g)	\$ 48,424	\$ 931	\$50,232	\$966.00	\$52,052	\$1,001.00
Grade 11(h)	\$ 49,389	\$ 950	\$51,220	\$985.00	\$53,040	\$1,020.00
Grade 11(i)	\$ 48,703	\$ 937	\$50,544	\$972.00	\$52,364	\$1,007.00
Grade 12	\$ 47,076	\$ 905	\$48,880	\$940.00	\$50,700	\$975.00
Grade 12(a)	\$ 48,059	\$ 924	\$49,868	\$959.00	\$51,688	\$994.00
Grade 12(b)	\$ 48,210	\$ 927	\$50,024	\$962.00	\$51,844	\$997.00
Grade 12(c)	\$ 48,015	\$ 923	\$49,816	\$958.00	\$51,636	\$993.00
Grade 12(d)	\$ 47,887	\$ 921	\$49,712	\$956.00	\$51,532	\$991.00

GRADE	Commencing from pay period on or after certification of this Agreement		Commencing from pay period on or after 1 October 2012		Commencing from pay period on or after 1 October 2013	
	\$ pa		\$ pa		\$ pa	
	PER ANNUM	PER WEEK	PER ANNUM	PER WEEK	PER ANNUM	PER WEEK
Grade 12(e)	\$ 47,349	\$ 911	\$49,192	\$946.00	\$51,012	\$981.00
Grade 12(f)	\$ 50,486	\$ 971	\$52,312	\$1,006.00	\$54,132	\$1,041.00
Grade 12(g)	\$ 49,287	\$ 948	\$51,116	\$983.00	\$52,936	\$1,018.00
Grade 12(h)	\$ 50,275	\$ 967	\$52,104	\$1,002.00	\$53,924	\$1,037.00
Grade 12(i)	\$ 49,577	\$ 953	\$51,376	\$988.00	\$53,196	\$1,023.00
Grade 13	\$ 47,922	\$ 922	\$49,764	\$957.00	\$51,584	\$992.00
Grade 13(a)	\$ 48,912	\$ 941	\$50,752	\$976.00	\$52,572	\$1,011.00
Grade 13(b)	\$ 49,072	\$ 944	\$50,908	\$979.00	\$52,728	\$1,014.00
Grade 13(c)	\$ 48,870	\$ 940	\$50,700	\$975.00	\$52,520	\$1,010.00
Grade 13(d)	\$ 48,739	\$ 937	\$50,544	\$972.00	\$52,364	\$1,007.00
Grade 13(e)	\$ 48,202	\$ 927	\$50,024	\$962.00	\$51,844	\$997.00
Grade 13(f)	\$ 51,456	\$ 990	\$53,300	\$1,025.00	\$55,120	\$1,060.00
Grade 13(g)	\$ 50,175	\$ 965	\$52,000	\$1,000.00	\$53,820	\$1,035.00
Grade 13(h)	\$ 51,231	\$ 985	\$53,040	\$1,020.00	\$54,860	\$1,055.00
Grade 13(i)	\$ 50,478	\$ 971	\$52,312	\$1,006.00	\$54,132	\$1,041.00
Grade 14	\$ 48,769	\$ 938	\$50,596	\$973.00	\$52,416	\$1,008.00
Grade 14(a)	\$ 49,792	\$ 958	\$51,636	\$993.00	\$53,456	\$1,028.00
Grade 14(b)	\$ 49,950	\$ 961	\$51,792	\$996.00	\$53,612	\$1,031.00
Grade 14(c)	\$ 49,746	\$ 957	\$51,584	\$992.00	\$53,404	\$1,027.00
Grade 14(d)	\$ 49,614	\$ 954	\$51,428	\$989.00	\$53,248	\$1,024.00
Grade 14(e)	\$ 49,058	\$ 943	\$50,856	\$978.00	\$52,676	\$1,013.00
Grade 14(f)	\$ 52,459	\$ 1,009	\$54,288	\$1,044.00	\$56,108	\$1,079.00
Grade 14(g)	\$ 51,118	\$ 983	\$52,936	\$1,018.00	\$54,756	\$1,053.00
Grade 14(h)	\$ 52,226	\$ 1,004	\$54,028	\$1,039.00	\$55,848	\$1,074.00
Grade 14(i)	\$ 51,442	\$ 989	\$53,248	\$1,024.00	\$55,068	\$1,059.00
Grade 15	\$ 49,647	\$ 955	\$51,220	\$985.00	\$52,780	\$1,015.00
Grade 15(a)	\$ 50,704	\$ 975	\$52,260	\$1,005.00	\$53,820	\$1,035.00
Grade 15(b)	\$ 50,874	\$ 978	\$52,416	\$1,008.00	\$53,976	\$1,038.00
Grade 15(c)	\$ 50,655	\$ 974	\$52,208	\$1,004.00	\$53,768	\$1,034.00
Grade 15(d)	\$ 50,514	\$ 971	\$52,052	\$1,001.00	\$53,612	\$1,031.00

GRADE	Commencing from pay period on or after certification of this Agreement		Commencing from pay period on or after 1 October 2012		Commencing from pay period on or after 1 October 2013	
	\$ pa		\$ pa		\$ pa	
	PER ANNUM	PER WEEK	PER ANNUM	PER WEEK	PER ANNUM	PER WEEK
Grade 15(e)	\$ 49,939	\$ 960	\$51,480	\$990.00	\$53,040	\$1,020.00
Grade 15(f)	\$ 53,472	\$ 1,028	\$55,016	\$1,058.00	\$56,576	\$1,088.00
Grade 15(g)	\$ 52,111	\$ 1,002	\$53,664	\$1,032.00	\$55,224	\$1,062.00
Grade 15(h)	\$ 53,237	\$ 1,024	\$54,808	\$1,054.00	\$56,368	\$1,084.00
Grade 15(i)	\$ 52,446	\$ 1,009	\$54,028	\$1,039.00	\$55,588	\$1,069.00
Grade 16	\$ 50,551	\$ 972	\$52,104	\$1,002.00	\$53,664	\$1,032.00
Grade 16(a)	\$ 51,678	\$ 994	\$53,248	\$1,024.00	\$54,808	\$1,054.00
Grade 16(b)	\$ 51,861	\$ 997	\$53,404	\$1,027.00	\$54,964	\$1,057.00
Grade 16(c)	\$ 51,630	\$ 993	\$53,196	\$1,023.00	\$54,756	\$1,053.00
Grade 16(d)	\$ 51,483	\$ 990	\$53,040	\$1,020.00	\$54,600	\$1,050.00
Grade 16(e)	\$ 50,861	\$ 978	\$52,416	\$1,008.00	\$53,976	\$1,038.00
Grade 16(f)	\$ 54,485	\$ 1,048	\$56,056	\$1,078.00	\$57,616	\$1,108.00
Grade 16(g)	\$ 53,124	\$ 1,022	\$54,704	\$1,052.00	\$56,264	\$1,082.00
Grade 16(h)	\$ 54,253	\$ 1,043	\$55,796	\$1,073.00	\$57,356	\$1,103.00
Grade 16(i)	\$ 53,459	\$ 1,028	\$55,016	\$1,058.00	\$56,576	\$1,088.00
Grade 17)	\$ 51,520	\$ 991	\$53,092	\$1,021.00	\$54,652	\$1,051.00
Grade 17(a)	\$ 52,690	\$ 1,013	\$54,236	\$1,043.00	\$55,796	\$1,073.00
Grade 17(b)	\$ 52,874	\$ 1,017	\$54,444	\$1,047.00	\$56,004	\$1,077.00
Grade 17(c)	\$ 52,640	\$ 1,012	\$54,184	\$1,042.00	\$55,744	\$1,072.00
Grade 17(d)	\$ 52,488	\$ 1,009	\$54,028	\$1,039.00	\$55,588	\$1,069.00
Grade 17(e)	\$51,849	\$ 997	\$53,404	\$1,027.00	\$54,964	\$1,057.00
Grade 17(f)	\$ 55,495	\$ 1,067	\$57,044	\$1,097.00	\$58,604	\$1,127.00
Grade 17(g)	\$ 54,137	\$ 1,041	\$55,692	\$1,071.00	\$57,252	\$1,101.00
Grade 17(h)	\$ 55,263	\$ 1,063	\$56,836	\$1,093.00	\$58,396	\$1,123.00
Grade 17(i)	\$ 54,470	\$ 1,048	\$56,056	\$1,078.00	\$57,616	\$1,108.00
Grade 18	\$ 52,525	\$ 1,010	\$54,080	\$1,040.00	\$55,640	\$1,070.00
Grade 18(a)	\$ 53,702	\$ 1,033	\$55,276	\$1,063.00	\$56,836	\$1,093.00
Grade 18(b)	\$ 53,886	\$ 1,036	\$55,432	\$1,066.00	\$56,992	\$1,096.00
Grade 18(c)	\$ 53,652	\$ 1,032	\$55,224	\$1,062.00	\$56,784	\$1,092.00
Grade 18(d)	\$ 53,500	\$ 1,029	\$55,068	\$1,059.00	\$56,628	\$1,089.00

GRADE	Commencing from pay period on or after certification of this Agreement		Commencing from pay period on or after 1 October 2012		Commencing from pay period on or after 1 October 2013	
	\$ pa		\$ pa		\$ pa	
	PER ANNUM	PER WEEK	PER ANNUM	PER WEEK	PER ANNUM	PER WEEK
Grade 18(e)	\$ 52,859	\$ 1,017	\$59,124	\$1,047.00	\$60,684	\$1,077.00
Grade 18(f)	\$ 56,507	\$ 1,087	\$58,084	\$1,117.00	\$59,644	\$1,147.00
Grade 18(g)	\$ 55,147	\$ 1,061	\$56,732	\$1,091.00	\$58,292	\$1,121.00
Grade 18(h)	\$ 56,275	\$ 1,082	\$57,824	\$1,112.00	\$59,384	\$1,142.00
Grade 18(i)	\$ 55,481	\$ 1,067	\$57,044	\$1,097.00	\$58,604	\$1,127.00
Grade 19	\$ 53,539	\$ 1,030	\$55,120	\$1,060.00	\$56,680	\$1,090.00
Grade 19(a)	\$ 54,717	\$ 1,052	\$56,264	\$1,082.00	\$57,824	\$1,112.00
Grade 19(b)	\$ 54,900	\$ 1,056	\$56,472	\$1,086.00	\$58,032	\$1,116.00
Grade 19(c)	\$ 54,666	\$ 1,051	\$56,212	\$1,081.00	\$57,772	\$1,111.00
Grade 19(d)	\$ 54,515	\$ 1,048	\$56,056	\$1,078.00	\$57,616	\$1,108.00
Grade 19(e)	\$ 53,875	\$ 1,036	\$55,432	\$1,066.00	\$56,992	\$1,096.00
Grade 19(f)	\$ 57,521	\$ 1,106	\$59,072	\$1,136.00	\$60,632	\$1,166.00
Grade 19(g)	\$ 56,161	\$ 1,080	\$57,720	\$1,110.00	\$59,280	\$1,140.00
Grade 19(h)	\$ 57,288	\$ 1,102	\$58,864	\$1,132.00	\$60,424	\$1,162.00
Grade 19(i)	\$ 56,497	\$ 1,086	\$58,032	\$1,116.00	\$59,592	\$1,146.00
Grade 20	\$ 54,550	\$ 1,049	\$56,108	\$1,079.00	\$57,668	\$1,109.00
Grade 20(a)	\$ 55,729	\$1,072	\$57,304	\$1,102.00	\$58,864	\$1,132.00
Grade 20(b)	\$ 55,907	\$1,075	\$57,460	\$1,105.00	\$59,020	\$1,135.00
Grade 20(c)	\$55,676	\$ 1,071	\$57,252	\$1,101.00	\$58,812	\$1,131.00
Grade 20(d)	\$55,522	\$ 1,068	\$57,096	\$1,098.00	\$58,656	\$1,128.00
Grade 20(e)	\$ 54,884	\$ 1,055	\$56,420	\$1,085.00	\$57,980	\$1,115.00
Grade 20(f)	\$ 58,532	\$ 1,126	\$60,112	\$1,156.00	\$61,672	\$1,186.00
Grade 20(g)	\$ 57,173	\$ 1,099	\$58,708	\$1,129.00	\$60,268	\$1,159.00
Grade 20(h)	\$ 58,299	\$ 1,121	\$59,852	\$1,151.00	\$61,412	\$1,181.00
Grade 20(i)	\$ 57,508	\$ 1,106	\$59,072	\$1,136.00	\$60,632	\$1,166.00
Grade 21	\$ 55,565	\$ 1,069	\$57,148	\$1,099.00	\$58,708	\$1,129.00
Grade 21(a)	\$ 56,742	\$ 1,091	\$58,292	\$1,121.00	\$59,852	\$1,151.00
Grade 21(b)	\$ 56,923	\$ 1,095	\$58,500	\$1,125.00	\$60,060	\$1,155.00
Grade 21(c)	\$ 56,690	\$ 1,090	\$58,240	\$1,120.00	\$59,800	\$1,150.00
Grade 21(d)	\$ 56,539	\$ 1,087	\$58,084	\$1,117.00	\$59,644	\$1,147.00

GRADE	Commencing from pay period on or after certification of this Agreement		Commencing from pay period on or after 1 October 2012		Commencing from pay period on or after 1 October 2013	
	\$ pa		\$ pa		\$ pa	
	PER ANNUM	PER WEEK	PER ANNUM	PER WEEK	PER ANNUM	PER WEEK
Grade 21(e)	\$ 55,900	\$ 1,075	\$57,460	\$1,105.00	\$59,020	\$1,135.00
Grade 21(f)	\$ 59,546	\$ 1,145	\$61,100	\$1,175.00	\$62,660	\$1,205.00
Grade 21(g)	\$ 58,188	\$ 1,119	\$59,748	\$1,149.00	\$61,308	\$1,179.00
Grade 21(h)	\$ 59,313	\$ 1,141	\$60,892	\$1,171.00	\$62,452	\$1,201.00
Grade 21(i)	\$ 58,523	\$ 1,125	\$60,060	\$1,155.00	\$61,620	\$1,185.00
Grade 22	\$ 56,576	\$ 1,088	\$58,136	\$1,118.00	\$59,696	\$1,148.00
Grade 22(a)	\$ 57,754	\$ 1,111	\$59,332	\$1,141.00	\$60,892	\$1,171.00
Grade 22(b)	\$ 57,933	\$ 1,114	\$59,488	\$1,144.00	\$61,048	\$1,174.00
Grade 22(c)	\$ 57,701	\$ 1,110	\$59,280	\$1,140.00	\$60,840	\$1,170.00
Grade 22(d)	\$57,549	\$ 1,107	\$59,124	\$1,137.00	\$60,684	\$1,167.00
Grade 22(e)	\$ 56,910	\$ 1,094	\$58,448	\$1,124.00	\$60,008	\$1,154.00
Grade 22(f)	\$ 60,556	\$ 1,165	\$62,140	\$1,195.00	\$63,700	\$1,225.00
Grade 22(g)	\$ 59,197	\$ 1,138	\$60,736	\$1,168.00	\$62,296	\$1,198.00
Grade 22(h)	\$ 60,324	\$ 1,160	\$61,880	\$1,190.00	\$63,440	\$1,220.00
Grade 22(i)	\$ 59,534	\$1,145	\$61,100	\$1,175.00	\$62,660	\$1,205.00
Grade 23	\$ 57,591	\$ 1,108	\$59,176	\$1,138.00	\$60,736	\$1,168.00
Grade 23(a)	\$ 58,768	\$ 1,130	\$60,320	\$1,160.00	\$61,880	\$1,190.00
Grade 23(b)	\$ 58,949	\$ 1,134	\$60,528	\$1,164.00	\$62,088	\$1,194.00
Grade 23(c)	\$ 58,717	\$ 1,129	\$60,268	\$1,159.00	\$61,828	\$1,189.00
Grade 23(d)	\$ 58,563	\$ 1,126	\$60,112	\$1,156.00	\$61,672	\$1,186.00
Grade 23(e)	\$ 57,925	\$ 1,114	\$59,488	\$1,144.00	\$61,048	\$1,174.00
Grade 23(f)	\$ 61,572	\$ 1,184	\$63,128	\$1,214.00	\$64,688	\$1,244.00
Grade 23(g)	\$ 60,212	\$ 1,158	\$61,776	\$1,188.00	\$63,336	\$1,218.00
Grade 23(h)	\$ 61,338	\$ 1,180	\$62,920	\$1,210.00	\$64,480	\$1,240.00
Grade 23(i)	\$ 60,548	\$ 1,164	\$62,088	\$1,194.00	\$63,648	\$1,224.00

29.0 REMUNERATION PAYMENTS

29.1 Period

The parties agree that remuneration payments will be made weekly.

29.2 Method

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

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.

29.3 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.

29.4 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.

29.5 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.

30.0 ALLOWANCES

30.1 Annualisation of Allowances – Previous to be Absorbed

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

30.2 Meal Allowance

An employee shall be supplied with a reasonable meal at ICC's expense or be paid \$12.10 in lieu thereof at all paid breaks prescribed in clause 36.5. This allowance shall be adjusted in accordance with the relevant Award.

30.3 Work in the Rain

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

30.4 First Aid Allowance

Where an employee, who holds an appropriate first aid certificate, is appointed as a first aid attendant, an allowance of \$14.65 per week in which the employee works three days or more shall be paid to such an employee. This allowance shall be adjusted in accordance with the relevant Award.

30.5 Mileage Allowance – (Employees Using Their Own Vehicle)

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

30.6 Standby/On-Call Allowance

30.6.1 Monday to Sunday

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

An employee required to remain on - call for a week outside his or her ordinary working hours shall be paid \$86.46 for the Monday to Saturday component of that period plus a sum equal to his/her pay for a normal working day for the Sunday component of that week.

Provided that an employee whilst on - call is required to perform any work on a Sunday the sum mentioned above for payment on that day shall be reduced by an amount bearing the same proportion to such sum as the time worked at overtime rates bears to the period of hours for a normal working day.

Provided further, if the time worked by the employee at overtime rates is greater than the hours for a normal working day, then the employee shall be entitled to receive only the amount earned by him/her at overtime.

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

- (a) a day added to the employee's annual leave entitlement (not to accrue leave loading payment), one (1) day for each such holiday on which such employee is required to be on - call or on standby; or
- (b) a sum equal to his/her pay for a normal working day.

30.6.2 Employees Able to Be Contacted and Respond

Employees directed to remain on - call must be able to be contacted and be able to respond within a reasonable period of time.

30.6.3 Customary Arrangement Excluded

An employee shall not be considered to be on call due solely to a customary arrangement whereby the employee returns to the Council premises outside ordinary hours to perform a specific job.

30.6.4 Use of Council Vehicle

Employees required to be on – call / standby may be allowed use of the Council vehicle, normally allocated to that employee, to travel to and from work provided Council agreement is obtained.

30.7 Live Sewer Work Allowance

30.7.1 Extra half time to be paid

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

30.7.2 Minimum number of hours to apply

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

30.8 Fares and Travelling Allowance

The Fares and Travel Allowance were annualised for positions defined in the Building Trades Award where such positions were in receipt of the Fares and Travel allowance. On the basis of forty-five (45) weeks x \$38.50 Fares and Travel Allowance) = \$1,732 Average Annual amount.

30.9 Higher Duties Allowance

- a) An employee primarily engaged on the duties of a higher level position as prescribed in this clause for a total of more than four hours on any day shall be paid the rate applicable to such higher level for the entire day. If employed for four hours or less on any one day the employee shall be paid at the highest rate for four hours.

An employee engaged under the terms and conditions as prescribed in this clause who performs the duties of a position which is classified under the terms and conditions prescribed in this Agreement shall be paid the minimum rate prescribed for that position if those duties are performed for a minimum period of one day or more.

- b) An employee who has been paid at a rate higher than their standard classification during the twelve months prior to their annual leave entitlement date, shall be paid when on annual leave for periods greater than four days during the next twelve months at a rate calculated on the following basis:

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

For example:

- An employee who is classified at Grade 9 but who has performed Grade 10 duties for 20% of the preceding 12 months at the annual leave entitlement date, would if absent on annual leave during the next twelve months for periods of 4 days or more be paid for 20% of that absence at Grade 10 rates and 80% of that absence at Grade 9 rates.
- An employee who is classified at Grade 8 but who has performed Grade 10 duties for 10%, Grade 12 duties for 15% of the preceding 12 months at the annual leave entitlement date, would if absent on annual leave during the next twelve months for periods of 4 days or more be paid for 25% of that absence at Grade 12 rates and 75% of that absence at Grade 8 rates.

30.10 Aerial/Confined space payment

30.10.1 Aerial Contaminates

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

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

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

30.10.2 Confined space allowance

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

- (a) is liable at any time to -
 - (i) have an atmosphere which contains potentially harmful levels of contaminant; or
 - (ii) have an oxygen deficiency or excess or

(iii) cause engulfment; and

(b) could have restricted means of entry or exit.

Such work shall be paid at 67.5 cph above the ordinary rate for the actual time employed under the above conditions, provided that no claim has been made in relation to Clause 30.10.1.

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

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

30.11 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 \$53.25 per week shall be paid to that employee, indexed to this Agreement.

30.12 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 \$30.71 per week, indexed to this Agreement.

30.13 Wet Graves

Where employees are required to dig graves in the ground wherein human seepage is draining from other graves they will be an extra payment of \$3.36 per day.

31.0 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).

32.0 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

33.0 ORDINARY HOURS OF WORK

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

Employees engaged on a 40.5 hour week, or 38.5 hour week prior to the certification of this Agreement will convert to a 38 hour week. These employees shall have their hourly accruals of leave adjusted to maintain their equivalent weekly accrual when converted to a 38 hour week. For example for a level 14 employee with a leave accrual as listed below will be converted as follows:

40.5 Hour Accrual

Hours	Weeks	Hourly Rate	Total Value
81	2	\$23.16	\$1876

38 Hour Recalculation

Hours	Week	Hourly Rate	Total Value
76	2	\$24.685	\$1876

33.2 Work Days

Subject to clause (33.4), the ordinary hours of work may be worked on up to any five consecutive days in the week, Monday to Sunday inclusive subject to ordinary hours worked on a Saturday paid for at the rate of time and a half for the first three hours and double time thereafter and on a Sunday paid for at the rate of double time.

33.2.1 Arrangement of Hours and Work Days

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

33.3.1 Work Days

Work days may be arranged as follows:

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

33.3.2 Assigning Fixed Days Off

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

(b) Where work is subject to seasonal workloads a roster system may be implemented where employees work on rostered days off and accrue a day off for each rostered day off worked up to a maximum of 8 days per 6 month period. These days are to be taken off within 6 calendar months of the date on which the rostered day off was accrued. Where there is not agreement and the employee works the RDO, overtime will be paid in accordance with this Agreement. Any proposal to implement a roster system under this clause will be subject to the written agreement of the employee.

33.3.3 Calendars to show fixed and rostered days off

Annual calendars showing fixed and rostered days off for all sections of employees and work cycles shall be prepared annually. Any changes to existing arrangements will be made in accordance with clause 33.5.

33.3.4 Hours of Work

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

33.3.5 Changes to Rosters

Rosters may be changed by:

- agreement between Council and the employee/s and/or relevant union; or
- in accordance with the procedure below.

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

- How the changes would address operational requirements of Council and promote efficiency
- Impact on employee/s.

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

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

No party will unreasonably withhold their agreement to a proposal.

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

33.3.6 Emergencies

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

33.4 Span of Hours

33.4.1 Limitation

Subject to the provisions of Clause (33.4.3 to 33.4.7) in which the following span of hours shall not apply, the ordinary hours of work shall be worked continuously, except for meal breaks and rest pauses, between 6.00 am and 6.00 pm.

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

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

33.4.2 Starting and Finishing Times to be Observed

A common starting time for employees in particular work sections, to apply with only safety checks of trucks and completion of time records and associated paperwork undertaken as overtime prior to such starting time. Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time. A break of five minutes shall be permitted prior to knock off to enable employees to clean their person.

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

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

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

33.4.4 Linemarkers

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

33.4.5 Motor Bus Drivers

The starting and finishing times of motor bus drivers and depot attendants engaged in Council bus services shall be as determined by ICC and contained in a roster displayed in a prominent place in the depot.

Except in the case of unforeseen circumstances, (such as the illness or absence of another driver), or where the employee/s concerned agree, the roster shall not be changed unless six days' notice of such change is given by ICC.

33.4.6 Caretakers

The ordinary hours of caretakers shall be determined by ICC after consultation with the employees involved.

Caretakers provided with quarters shall not be deemed to be working because they open and close the premises of which they are in charge.

Caretakers shall unlock and open premises before and after their ordinary working hours without extra remuneration. Provided that where premises are required to be kept open until 10.30 pm, the time occupied after 10.30 pm closing and locking shall be paid for at overtime rates.

33.4.7 Swimming Pools

The ordinary hours of work of all employees employed at swimming pools shall be determined by ICC after consultation with the employees concerned. Except in the case of managers, caretakers or persons in charge, such hours may be worked on the basis of a split shift within a spread of 12 hours from the starting time each day with not more than 2 breaks other than meal breaks or rest pauses.

34.0 SHIFT WORK

34.1 Definition

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

34.2 Continuous Shift Work

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

34.3 Consultation

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

34.4 Work Hours

The ordinary hours of shift workers shall average 38 hours per week inclusive of crib time and shall not exceed 152 hours in 28 consecutive days.

34.5 Arrangement of Hours

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

- (a) in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift the arrangement of hours shall be subject to consultation between ICC and the employees in the work section or sections concerned;
- (b) by agreement between ICC and the majority of affected employees ordinary hours not exceeding 12 on any day may be worked subject to:

ICC and the affected employees concerned being guided by the occupational health and safety legislation

- (a) proper health and monitoring procedures being introduced
- (b) suitable roster arrangements being made proper supervision being provided; and
- (c) except at the regular changeover of shifts, an employee shall not be required to work more than one shift in each 24 hours.

34.6 Afternoon and Night Shifts

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

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

34.7 Shift Allowances

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

35.0 OVERTIME

35.1 Normal Work Days (Monday to Friday)

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

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

35.2 Saturdays

Overtime worked on Saturday shall be paid for at the rate of time and a half for the first 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.

Provided that in the case of an employee required to remain on call and who is paid the allowance prescribed by Clause (30.6) a minimum payment of one and one-half hours shall apply.

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

35.3 Sundays

Overtime worked on a Sunday shall be paid for at the rate of double time with a minimum payment of 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 the allowance prescribed by Clause (30.6) a minimum payment of one and one-half hours shall apply.

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

35.4 Fixed Day Off (Monday to Friday)

An employee required to work on the fixed day off shall be paid overtime at the rate of time and a half for the first three hours and double time thereafter with a minimum payment of three 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 the allowance prescribed by Clause 30.6 a minimum payment of one and a-half hours shall apply.

35.5 Working on Statutory Holidays

All work done on statutory holidays shall be paid for in accordance with Clause (38.0).

35.6 Shift Workers

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

35.7 Working During Normal Meal Breaks

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

35.8 Call Back (Recall to Work)

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

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

Provided that in lieu of the 4 hours' minimum payment mentioned above, where the employee was notified of the need to return to perform work prior to the completion of the ordinary hours on the day in question or where the employee is required to remain on call and is paid the allowance prescribed by Clause (30.6), a minimum payment of 2 hours at the prevailing overtime rate shall be payable.

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

- (b) Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of Clause (35.9) where the actual time worked is less than 2 hours on such recall or on each of such recalls.
- (c) This subclause shall not apply in cases where it is customary for an employee to return to ICC's premises to perform a specific job outside his or her ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time

35.9 Required Time Off Duty

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

35.10 Overtime-For classifications described in the Building Trades Public Sector Award State; the following clauses apply in addition to the general clauses above.

35.10.1 Normal work Days (Monday to Friday)

All authorised time worked outside or in excess of the ordinary hours fixed in accordance with Clause (33.0), on any one day, shall be deemed to be overtime.

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

35.10.2 Saturdays

Overtime worked on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter with a minimum payment of three 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 the allowance prescribed by Clause (30.6), a minimum payment of one and a half hours shall apply.

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

35.10.3 Sundays

Overtime worked on a Sunday shall be paid for at the rate of double time with a minimum payment of 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 the allowance prescribed by Clause (30.6), a minimum payment of one and a half hours shall apply.

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

35.10.4 Fixed Day off (Monday to Friday)

An employee required to work on the fixed day off shall be paid overtime at the rate of time and a half for the first three hours and double time thereafter with a minimum payment of three 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 the allowance prescribed by Clause 30.6, a minimum payment of one and one-half hours shall apply.

35.10.5 Working During Normal Meal Break

All work done during the normal meal break shall be paid for in accordance with Clause (35.7).

35.10.6 Call Back (Recall to Work)

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

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

Provided that in lieu of the 4 hours' minimum payment mentioned above, where the employee is required to remain on call and is paid the allowance prescribed by Clause (30.6), a minimum payment of 2 hours at the prevailing overtime rate shall be payable.

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

- (b) Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of Clause (35.10.7) where the actual time worked is less than 3 hours on such recall or on each of such recalls.
- (c) This subclause shall not apply in cases where it is customary for an employee to return to ICC's premises to perform a specific job outside his or her ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

35.10.7 Required Time Off Duty

- (a) An employee who is required to work overtime during or following a Sunday, Rostered Day Off or Public Holiday for a period in excess of three hours, any part of which falls between 8.45pm and 3am, on a night preceding the performance of ordinary duty, must have 10 consecutive hours break between the termination of that overtime and the commencement of ordinary duty. If on the

instructions of the Council such an employee resumes or continues work without having had such ten consecutive hours off duty, he or she shall be paid double rates until he or she is released from duty for such period and he or she shall be entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (b) An employee who works so much overtime between the termination of his or her ordinary work on one day and the commencement of his or her ordinary work on the next day that he or she has not at least 10 consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he or she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the Council such an employee resumes or continues work without having had such 10 consecutive hours off duty, he or she shall be paid double rates until he or she is released from duty for such period and he or she shall then be entitled to be absent until he or she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

35.11 Time Off in Lieu of Overtime

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

36.0 MEAL BREAKS

36.1 Duration

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

Subject to the provisions of Clause (36.4), 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.

36.2 Shift Workers

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

36.3 Working During Meal Break

Except as provided for in Clause (36.4) of this clause, all work done during the recognised meal break shall be paid for at double time. Such payment will continue until a meal break is taken.

36.4 Continuity of Work during Meal Breaks

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

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

36.5 Meal Breaks during Overtime

- (a) Employees required to continue work after the normal ceasing time shall be entitled to a 30 minute crib break after two 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.

37.0 REST PAUSES

37.1 Duration

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

37.2 Continuity of Work During Rest Pauses

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

PART 5 – STATUTORY HOLIDAYS, LEAVE

38.0 STATUTORY HOLIDAYS

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

All work done by any employee on Good Friday, Christmas Day Anzac Day, New Years Day, Australia Day, Easter Saturday (the day after Good Friday), Easter 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.

38.2 Labour Day

All employees covered by this Agreement shall be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually 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.

38.3 Work Outside Normal Times

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

38.4 Stand Down

38.4.1 Christmas

Any and every employee who, having been dismissed or stood down by ICC during the month of December in any year, 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. Employee 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.

38.4.2 Easter

Where works are closed down at the Easter period, payment shall be made for the following holidays at ordinary rates to employees who have been employed for a period of not less than three 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.

38.4.3 Fixed Day Off

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

38.4.4 Substitution of Holidays

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

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

39.0 ANNUAL LEAVE

39.1 Entitlement

39.1.1 Amount of Annual Leave

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

- (a) not less than five 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 four weeks equivalent in any other case.

39.1.2 Statutory Holidays Excluded

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

39.1.3 Applicable Pay Rate

ICC shall, subject to Clause (39.4) of this clause, pay:

- (a) to employees in receipt of higher duties payment during the proceeding 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 (39.4).

39.2 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.

39.3 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.

39.4 Calculation of Annual Leave

Payment for annual leave will be calculated as follows:

39.4.1 Shift Workers

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

39.4.2 All Employees

The employee's ordinary wage rate as prescribed by the agreement for the period of the annual leave (excluding shift premiums and weekend penalty rates) plus 17 ½ %.

39.5 Leave Debits

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

39.6 Requirement To Take Leave

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

40.0 CLOSEDOWN

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
- (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 Grievance and 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.

41.0 SICK / CARERS' LEAVE

41.1 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 there 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.

41.2 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

41.3 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

41.4 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.

41.5 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.

41.6 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.

41.7 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.

41.8 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.

41.9 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.

42.0 LONG SERVICE LEAVE

42.1 Entitlement

Subject to the provisions of Clause (42.7) 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.

42.2 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 (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 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 (excluding Brisbane City Council) within a period not exceeding three months.

42.3 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.

42.4 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.

42.5 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.

42.6 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.

42.7 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.

42.8 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.

42.9 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.

42.10 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.

42.11 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.

42.12 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.

42.13 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.

43.0 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.

44.0 BEREAVEMENT LEAVE

44.1 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.

44.2 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.

44.3 Unpaid entitlement by agreement

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

45.0 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.

46.0 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.

47.0 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.

48.0 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

49.0 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 unless otherwise approved by Council.

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.

50.0 WORKPLACE HEALTH AND SAFETY

50.1 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.

50.2 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.

50.3 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.

50.4 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.

51.0 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.

52.0 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.

53.0 TRAINING AND STUDY ASSISTANCE

Training and Study Assistance will be provided in accordance with ICC policies and procedures.

54.0 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 Employees Certified Agreement 2011
Applicable Award	One of the following awards that would apply to the relevant employees and the ICC: Local Government Employees' (Excluding Brisbane City Council) Award – State Building Trades Public Sector Award Engineering Award – State
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.
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.

Term	Meaning
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 61 461 981 077
Limited Private Use	Means private usage of a Council vehicle which incurs minimal additional expense to ICC and is infrequent and brief.
Major Plant Service:	Any service recommended by the manufacturer at intervals generally equal to or greater than 250 hours or 6 months.
Ordinary Time Earnings	The actual ordinary rate of pay the employees receive for their ordinary hours of work including shift loadings where applicable. Ordinary time earnings shall not include overtime, penalty rates, or any other extraneous payments of a like nature, unless stated as part of this Agreement.
Performance Appraisal	An assessment of how efficiently an employee performs the task with a view of recommending improvements, identifying training and development needs or deciding on salary adjustments.
Queensland Local Government	Any Local Governments and Joint Boards (within the meaning of the Local Government Act 2009, excluding Brisbane City Council), who are respondents to those Awards to which this agreement applies.
Remuneration	Payment made for services rendered which includes all types of wage and non-wage payments, reward payments for the performance of some specific task, benefits such as provision of a council vehicle.
Standby	A period outside the employee's ordinary working hours when he/she is rostered to remain in readiness to return to the workplace to undertake duties for which a standby allowance is payable.
The Act	Industrial Relations Act (Qld) 1999
Unions	The unions party to this agreement, jointly or individually as the context requires

SCHEDULE 1 – RIVERVIEW RECYCLING AND REFUSE CENTRE

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

1.0 Wages and Classifications

1.1 The Weight Bridge Attendant shall be paid at (Grade 11). This rate includes compensation for the following duties:

- Processing tickets through the RMS system.
- To ensure timely and accurate processing of EFTPOS, cheque and cash payments
- To ensure correct reconciling of daily takings
- To ensure safe custody of money received by the operator until transfer for banking
- Any other duties as maybe directed for time to time.

1.2 The Waste Services Employee (Grade 12) shall be paid at Grade 12. This rate includes compensation for the following duties:

- General duties at waste management facilities including the operation of a Skid Steer Loader or forklift
- Basic maintenance of assigned vehicle/plant/equipment
- Directing customers to unload waste in the correct section of the Transfer Station
- Advise Crew Leader if any waste is noted in the pit that is likely to cause risk of fire, explosion, public health danger, nuisance, or environmental harm
- Ensure customers don't enter the push pit area
- Ensure the unloading areas are clean and free from any impediment that may cause harm to customers or vehicles
- Ensure customer obey the parking locations while unloading waste
- Ensure customers do not stand on safety barriers along the edge of the pit.

1.3 The Waste Services Employee (Grade 15) shall be paid at Grade 15. This rate includes compensation for all of the above duties as described for Grade 12 plus the duties shown below:

- Operation of front end loader
- Operation of tracked loader
- Operation of skid steer loader
- All duties performed by a Grade 12 employee
- All duties performed by a Grade 11 employee

1.4 The Waste Services Employee (Grade 18) shall be paid at Grade 18. This rate includes compensation for the following:

- Acceptance of money and issuing of receipts on the site
- Implementation of the different charging regime
- Implementation of a plant management and training system aimed at the reduction of plant damage at the site

- Acceptance of the authority of the operational supervisors
- Training in the skills necessary to undertake relief duties in the operational supervisors position
- Support for the development of an operations procedures manual.
- All duties performed by a Grade 11 employee
- All duties performed by a Grade 12 employee
- All duties performed by a Grade 15 employee
- Operation of a heavy combination class vehicle.

1.5 The Operational Supervisor shall be paid at Grade 20. This rate includes compensation for all of the above duties as described for Grade 18 plus the duties shown below:

- Responsibility for plant management
- Data collection and reports
- Basic budget management
- Maintenance of the facilities
- Management and control of staff – timesheets, leave scheduling, safety and environmental matters.

2.0 Hours of Duty

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

- (a) Employees shall work an average of 38 hours/week between the hours of 7.00 am and 8.00 pm on any four consecutive days of the week with four consecutive days off in accordance with a roster prescribed in this Schedule or as otherwise implemented in accordance with the provisions of this Agreement.
- (b) A meal break of 1 hour and a combined rest pause of 20 minutes will be taken at times mutually agreed between the council and the employee.
- (c) Christmas Day and Good Friday will not be working days. There will be no penalty payment for working Public Holidays and weekends where the roster prescribed in 2.2 is worked.

2.2 There will be two (2) groups of workers consisting of one (1) working Ganger/Leading Hand and three (3) Recycling and Refuse Centre Operators - Group A (four (4) employees) and Group B (four (4) employees).

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

The shifts are as follows:

SHIFT	HOURS	GROUP A	GROUP B
1	10.515 minutes	Monday	Friday
	10.515	Tuesday	Saturday
	10.515	Wednesday	Sunday
	10.515	Thursday	Monday
2	10.515	Tuesday	Saturday
	10.515	Wednesday	Sunday
	10.515	Thursday	Monday
	10.515	Friday	Tuesday
3	10.515	Wednesday	Sunday
	10.515	Thursday	Monday
	10.515	Friday	Tuesday
	10.515	Saturday	Wednesday
4	10.515	Thursday	Monday
	10.515	Friday	Tuesday
	10.515	Saturday	Wednesday
	10.515	Sunday	Thursday
5	10.515	Friday	Tuesday
	10.515	Saturday	Wednesday
	10.515	Sunday	Thursday
	10.515	Monday	Friday
6	10.515	Saturday	Wednesday
	10.515	Sunday	Thursday
	10.515	Monday	Friday
	10.515	Tuesday	Saturday
7	10.515	Sunday	Thursday
	10.515	Monday	Friday
	10.515	Tuesday	Saturday
	10.515	Wednesday	Sunday

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

2.4 In addition to the grade rate prescribe in this Schedule an employee who works the roster as prescribed in 2.2 will receive an additional 25% loading as compensation for penalty rates for working extended shifts, weekends and public holidays (other than Christmas Day and Good Friday which shall not be worked and for which there will be no reduction in pay).

2.5 Council may implement rosters other than that prescribed above consistent with the terms of the Agreement. Employees permanently engaged on the roster above as at the date of certification will be retained on that roster for the duration of this Agreement unless otherwise agreed.

3.0 Annual Leave

An employee engaged on the roster prescribed in 2.2 as at the date of certification of this Agreement shall be entitled to four projected shift periods per year plus 17.5% loading on that entitlement calculated in accordance with this Agreement.

4.0 Other Conditions

All other conditions prescribed by the Agreement shall apply.

SCHEDULE 2 – CLEANERS

1.0 Classifications and Training

Cleaners employed by Ipswich City Council are to be classified at the pay levels below:

1.1 Cleaners

Level 8	A new cleaner or a cleaner who has no qualifications.
Level 9	A cleaner who has completed 50% of the competency requirements for attainment of a Certificate 3 in cleaning.
Level 10	A cleaner who has completed a Certificate 3 in cleaning.

1.2 Leading Hand or Remote Location

Level 11	A cleaner who has completed a Certificate 3 in cleaning and either works in a remote location (e.g. Depots, Customer Service Centres or Councillor Offices) or supervises cleaners.
Level 12	A cleaner who is described in Level 11 and has completed over 50% of the competency requirements for a leading hand.
Level 13	A cleaner who has completed a Certificate 3 in cleaning and completed all the competency requirements for a leading hand.

1.3 Cleaning Supervisors

Level 16	A Cleaning supervisor is a person who has completed a Certificate 3 in cleaning and all of the leading hand competencies or equivalent experience and is in charge of all cleaners within a defined team.
Level 17	A Cleaning supervisor with a Certificate 3 in cleaning and has completed over 50% of the competency requirements for a Cleaning Supervisor.
Level 18	A Cleaning supervisor with a Certificate 3 in cleaning and has completed all of the competency requirements for a Cleaning Supervisor or have completed a Level 4 Certificate.

2.0 Category of Employment

Full Time	Employees who are Cleaning Supervisors will work a 38 hour week, with the ability to accrue time in lieu of overtime Any cleaner whose job has been deemed to be a 38 hour position.
Part Time	Employees who are employed to work less than 38 hours and should not be below 25 hours. A cleaner may work less than 25 hours per week with agreement between the cleaner and Ipswich City Council.

3.0 Competencies

3.1 Cleaning Supervisor competencies

- Show Leadership in the workplace (BSBFLM402A)
- Implement effective workplace relationships (BSBFLM403B)
- Lead work teams (BSBFLM404A)
- Manage quality customer service (BSXFMI407A)
- Maintain workplace safety (BSBCMN311A)
- Supervise work routines and staff performance (RTC4908A)

- Maintain first aid equipment and resources (HLTFA3A)
- Operate a personal computer (BSBCM107A)

3.2 Leading Hand Competencies

- Control the supply of resources to the work site (PRMCL24B)
- Lead a team (LGAWORK308A)
- Coordinate the work activities of a team (LGAWORK309A)
- Manage conflict through negotiation (PRSSO305A)
- Apply basic first aid (HLTFA1A)
- Manage quality customer service (BSXFMI407A)
- Operate a personal computer (BSBCM107A)

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

SIGNATORIES

Signed for and on behalf of **Ipswich City Council** Jim Lindsay
In the presence of Vicki Lukritz

Signed for and on behalf of The Electrical Trades Union of Employees Queensland Peter Simpson
In the presence of: Kathryn Bignell

Signed for and on behalf of The Australian Workers' Union of Employees, Queensland..... William Ludwig
In the presence of: Jeehan Habib

Signed for and on behalf of the Automotive, Metals, Engineering,
Printing and Kindred Industries Industrial Union of Employees, Queensland Andrew Dettmer
In the presence of: Lisa Butler

Signed for and on behalf of the Transport Workers' Union of Employees
(Queensland Branch) Peter Biagini
In the presence of: M. Cerrato

Signed for and on behalf of United Voice, Industrial Union of Employees, Queensland..... G. Bullock
In the presence of: M. Foster-Paszkowski

Signed for and on behalf of the Plumbers & Gasfitters Employees' Union Queensland,
Union of Employees Bradley O'Carroll
In the presence of: Katie Saal

Signed for and on behalf of The Construction, Forestry, Mining and Energy,
Industrial Union of Employees, Queensland Michael Ravbar
In the presence of: Kathleen Nettleton

Signed for and on behalf of the Federated Engine Drivers' and Firemens'
Association of Queensland, Union of Employees Michael Ravbar
In the presence of: Kathleen Nettleton