

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Ipswich City Council Local Government Waste Services Employees' (Domestic Commercial Drivers)
Certified Agreement 2012

Matter No. CA/2012/31

Commissioner Thompson

9 May 2012

CERTIFICATE

This matter coming on for hearing before the Commission on 9 May 2012 the Commission certifies the following written agreement:

Ipswich City Council Local Government Waste Services Employees' (Domestic Commercial Drivers) Certified Agreement 2012 – CA/2012/31

Made between:

Ipswich City Council

AND

Transport Workers' Union of Australia, Union of Employees (Queensland Branch).

The agreement was certified by the Commission on 9 May 2012 and shall operate from 9 May 2012 until its nominal expiry on 1 October 2014.

By the Commission.

Commissioner Thompson
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IPSWICH CITY COUNCIL
LOCAL GOVERNMENT WASTE SERVICES EMPLOYEES
(DOMESTIC AND COMMERCIAL DRIVERS) CERTIFIED AGREEMENT 2012

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Part 1 - Preliminary

1.0 TITLE

This Agreement shall be known as the Ipswich City Council Local Government Waste Services Employees' (Domestic and Commercial Drivers) Certified Agreement 2012.

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

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

Other than as set out above, to the extent permitted by law, this Agreement replaces and excludes all other industrial instruments and laws relating to terms and conditions of employment of the employees covered by the Agreement. This Agreement replaces in its entirety the Ipswich City Council Local Government Employees Certified Agreement 2009.

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);
- ICC's employees covered by the classifications contained in this Agreement (the employees);
- the Transport Worker's Union of Australia, Union of Employees (Queensland Branch);

6.0 ENTERPRISE AGREEMENT CONSULTATIVE COMMITTEE

The Consultative Committee shall provide for equal representation of both ICC management and employees and shall not exceed 6 members. 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.

7.0 AVAILABILITY OF AGREEMENT

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

8.0 GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURES

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

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

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

1. The employee is to notify (in writing or otherwise) the Supervisor the nature of the grievance and the remedy being sought. If, however, the dispute relates to, or directly involves the employee's Supervisor, then the matter shall be referred directly to the next level of management.
2. A meeting between the employee and the Supervisor is to be held as soon as practicable to discuss the matter. The meeting should be held within 48 hours of notification.
3. If the matter is not resolved at this meeting, the employee may request the Supervisor to refer the matter to the Head of the Department. Further discussions involving all parties are to be held again within 48 hours, if practicable.
4. If the matter is not resolved at this meeting, the employee may request the Supervisor to refer the matter to the Chief Executive Officer. Further discussions involving all parties are to be held again within 48 hours, if practicable.
5. If the matter remains unresolved, then either party may refer the matter to the Queensland Industrial Relations Commission in accordance with the Industrial Relations Act 1999 (Qld) for conciliation in the first instance

and if necessary arbitration. Any arbitrated decision will be binding on all parties.

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

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

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

Part 2 – Terms and conditions of employment

9.0 DUTIES AND RESPONSIBILITIES

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.

10.0 PROBATION

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

11.0 ENGAGEMENT

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

12.0 PART-TIME EMPLOYMENT

12.1 Definition

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

12.2 Payment

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

12.3 Overtime

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

12.4 Leave Entitlements

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

13.0 CASUAL EMPLOYMENT

13.1 Definition

A 'Casual Employee' is an employee who is engaged as a casual employee and is employed 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 genuine retiree;
- (b) 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);
- (c) has a full time occupation with Council or elsewhere
- (d) is performing work which is ad hoc, intermittent, unpredictable or involves hours that are irregular.

13.2 Termination

Termination of employment for a casual employee by as per Clause 18.2.

13.3 Payment and Leave Entitlements

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

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

13.4 Overtime and 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.

14.0 USE OF CONTRACTORS

14.1 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 (14.1), (14.2) and (14.3) 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.

14.2 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 (19) Redundancy of this Agreement shall apply.

14.3 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.

15.0 TRAVELING ARRANGEMENTS

15.1 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.

15.2 Alternative Arrangements

Notwithstanding the provisions of Clause 15.1, where there is agreement between ICC and the majority of employees concerned, different travelling arrangements may apply.

15.3 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.

16.0 OWNER-DRIVERS

ICC shall be entitled to employ owner-drivers after consultation and agreement with all parties to this Agreement.

17.0 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'.

18.0 TERMINATION OF EMPLOYMENT

18.1 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.

18.2 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 be dismissed without notice.

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

18.3 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.

19.0 REDUNDANCY

19.1 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.

19.2 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, ICC shall hold discussions with the employees directly affected and with the relevant union.

- (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.

19.3 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.

19.4 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.

19.5 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.

19.6 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.

19.7 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 (19.3) and Clause (19.8) 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 (19.8). 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 19.8.

19.8 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 19.8 (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 19.8 (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 19.8 (a) however the additional payment will be reduced on a pro rata basis for each completed week in the redeployed position.

19.9 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.

19.10 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 (19.8), 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.

19.11 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.

19.12 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.

20.0 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.

21.0 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

22.0 DEFINITIONS FOR CLASSIFICATION PURPOSES

22.1 Classifications and Training

22.1.1 Employees will perform work which is incidental or peripheral to their main task or functions which includes but is not limited to the following:

- (a) Drivers will identify and repair lids, pins or wheels and axles of wheelie bins.
- (b) Drivers will report any repaired bins and any non-repairable bins to the Supervisor prior to finishing work on the same day.
- (c) Drivers will ensure they maintain a high standard of external vehicle appearance, and that cabins are kept clean and tidy at all times.
- (d) Drivers will be responsible to check such items as oil, water, tyres etc. on their assigned vehicle every morning prior to leaving the depot.
- (e) Drivers will report to the Supervisor, any malfunction of the vehicle as soon as it becomes apparent.
- (f) Employees are to participate in the formation and adherence to a roster of annual leave and Public Holidays to ensure continuity of the service.

22.1.2 In providing efficient and quality service to the client, the parties agree that a team commitment to flexibility in operations is necessary and will be implemented as follows:

- (a) There shall be no demarcation between employees engaged on driving duties.
- (b) Multi-skilling will be actively encouraged by the Ipswich City Council through the provision of training to enable employees to develop skills and experience.

23.0 SALARY CLASSIFICATIONS

Grade 17 (120%)

Training entry level / Initial Appointment.

Grade 18 (122.5%)

Domestic or Commercial Waste Driver.

Grade 19 (125%)

Domestic or Commercial Waste Driver where the productivity measures specified below are met:

Domestic Drivers:

On certification of this Agreement all Domestic Drivers (other than Grade 17) will be placed on Grade 19 for a period of six months. After this period, placement at Grade 19 is dependent on the productivity targets specified being met.

The productivity target for this level is 1,300 bins per day per employee during the ordinary hours of work. The productivity target is an overall yard target calculated on the basis of a rolling 12 month average of bins per employee. During the first year of operation the weekly average will be calculated on the basis of total of average weekly bin count divided by number of weeks until a full 12 months of operation of the Agreement. After this period a rolling 12 month average will apply. The weekly bin count will be calculated in accordance with the formula below:

$$\text{Bins per Employee Per Day} = \frac{\text{Total Bins Per Week}}{\text{Days in Week} \times \text{Driver Numbers} + (y - 3)}$$

Y = Number of Days Absent on Sick / Carers' Leave

For the purposes of this calculation:

- (a) A day is 9.5 hours (or other daily shift length implemented in accordance with this Agreement)
- (b) If an employee is absent during the week on sick or carers' leave and the absence is covered by other domestic drivers during their ordinary hours of work on that day then the absence shall not be included, provided this does not include an employee assigned to cover for the absence of a domestic driver during their ordinary hours of work who was not part of the original designated domestic drivers for that day.
- (c) If one day is lost during the week and an additional driver is required to cover the absence on overtime then this will be included.
- (d) If over the week regular overtime is required to cover an absence then this will be included eg half an hour overtime for 13 drivers would 6.5 hours.

Commercial Drivers

Hook Lift and Skip	11 or more bin movements per day
Front Lift	25m ³ or more per hour
Rear Lift	12m ³ or per hour

For the purposes of this calculation these targets will be measured on the average rate achieved during the ordinary hours in each week.

Grade 20 (127.5%)

Commercial Drivers

Hook Lift and Skip	13.5 or more bin movements per day
Front Lift	30m ³ or more per hour
Rear Lift	15m ³ or per hour

For the purposes of this calculation these targets will be measured on the average rate achieved during the ordinary hours in each week.

Grade 21 (132.5%)

Team Leader.

A Team Leader will be allocated on rotational basis for the domestic and recycling and green waste collection teams only. The Team Leader will be paid a Team Leader Payment for that period. The Team Leader will:

- (a) Ensure the team provide coverage for such incidents as vehicle breakdown, accidents and other uncontrollable events
- (b) Ensure all team members have reported for duty and advise the Supervisor of any absences as early as possible
- (c) Allocate and ensure all missed services are collected within the required time nominated by Branch Management
- (d) Ensure all drivers have adequate lids, pins, wheels, axles and necessary tools and equipment to carry out repairs
- (e) Encourage team members to leave their vehicle cabins in a clean and tidy condition and that external appearances are in keeping with Council standards.

24.0 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.

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 \$1,080 as a one off bonus payment to be paid to employees engaged on a 40 hour week immediately prior to the certification of this Agreement

(b) An increase of \$30 per week commencing from the first pay period on or after 1 October 2012;

(c) An increase of \$30 per week commencing from the first pay period on or after 1 October 2013.

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 17	\$ 51,520	\$ 991	\$53,092	\$1,021.00	\$54,652	\$1,051.00
Grade 18	\$ 52,525	\$ 1,010	\$54,080	\$1,040.00	\$55,640	\$1,070.00
Grade 19	\$ 53,539	\$ 1,030	\$55,120	\$1,060.00	\$56,680	\$1,090.00
Grade 20	\$ 54,550	\$ 1,049	\$56,108	\$1,079.00	\$57,668	\$1,109.00
Grade 21	\$ 55,565	\$ 1,069	\$57,148	\$1,099.00	\$58,708	\$1,129.00

25.0 REMUNERATION PAYMENTS

25.1 Period

The parties agree that remuneration payments will be made weekly.

25.2 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.

25.3 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.

25.4 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.

25.5 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.

26.0 ALLOWANCES

26.1 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.

26.2 Driver Allowance

Drivers shall be entitled to an allowance of \$10 per week provided the driver is not involved in any at fault incidents. Where the driver is involved in an at fault incident the allowance will not be paid for periods prescribed as follows:

\$250 - \$500	4 weeks suspension of payment
\$501 - \$2,500	8 weeks suspension of payment
\$2,501 and above	12 weeks suspension of payment

Drivers remain under an obligation to report all incidents. This clause shall not be read so as to prevent disciplinary action being taken against any driver failing to report in accordance with Council's policies and procedures.

Any disputes in relation to the application of this clause shall be resolved in accordance with Clause 8.

27.0 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).

28.0 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

29.0 ORDINARY HOURS OF WORK

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

Employees engaged on a 40 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.

29.2 Work Days

Subject to clause (29.4), 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.

29.2.1 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.

29.2.2 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);
- 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).

29.2.3 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 29.2.5.

29.2.4 Hours of Work

As at the commencement of this Agreement the ordinary hours of work shall be 4 x 9.5 ordinary hour days per week on a rotational roster. An individuals roster would cycle over a five week period.

WEEK	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1	✓	✓	✓	✓	
2		✓	✓	✓	✓
3	✓		✓	✓	✓
4	✓	✓		✓	✓
5	✓	✓	✓		✓

29.2.5 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.

29.2.6 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.

29.4 Span of Hours

29.4.1 Limitation

The ordinary hours of work shall be worked continuously, except for meal breaks and rest pauses, between 4.00 am and 4.00 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.

29.4.2 Starting and Finishing Times to be Observed

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.

30.0 SHIFT WORK

30.1 Definition

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

30.2 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.

30.3 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.

30.4 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.

30.5 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.

30.6 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.

30.7 Shift Allowances

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

31.0 OVERTIME

31.1 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.

31.2 Saturdays

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

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

31.3 Sundays

Overtime worked on a Sunday shall be paid for at the rate of double time with a minimum payment of 2 hours at overtime rates. An employee shall not be entitled to a minimum payment in respect of each separate period of overtime worked within 12 hours of the commencement of the first period of overtime.

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

31.4 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.

31.5 Working on Statutory Holidays

All work done on statutory holidays shall be paid for in accordance with Clause (34.0).

31.6 Shift Workers

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

31.7 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 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 (31.9) 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

31.8 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, 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.

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

31.10 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.

32.0 MEAL BREAKS

32.1 Duration

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

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

32.2 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.

32.3 Meal Breaks during Overtime

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.

33.0 REST PAUSES

33.1 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.

33.2 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

34.0 STATUTORY HOLIDAYS

Employees required to attend work and perform a normal working day on a Public Holiday, will be paid at the appropriate penalty rates as per the Award.

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

All work done by any employee on 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.

All work done on Good Friday and Christmas Day shall be paid at triple time.

An employee whose R.D.O. falls on a Public Holiday shall be credited with one (1) days Annual Leave. Employees agree to alter rosters to allow for equitable sharing of all Public Holidays.

34.2 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.

34.3 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.

35.0 ANNUAL LEAVE

35.1 Entitlement

35.1.1 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.

35.1.2 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.

35.1.3 Applicable Pay Rate

ICC shall, subject to Clause (35.4) of this clause, pay:

- (a) to employees in receipt of higher duties payment during the proceeding 12 months in accordance with Clause (26.4); 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 (35.4).

35.2 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.

35.3 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.

35.4 Calculation of Annual Leave

Payment for annual leave will be calculated as follows:

35.4.1 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.

35.4.2 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 %.

35.5 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.

35.6 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.

36.0 SICK / CARERS' LEAVE

36.1 Entitlement

Sick leave and Carers' Leave are unlike annual leave and long service leave in that they are conditional upon an

employee being ill or injured to the point of being unfit for duty or required to provide care in circumstances set out in this clause. It is an insurance to protect the employee against hardship should the employee be unable to continue in their normal occupation and must only be utilised in these circumstances.

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

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

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

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

36.2 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

36.3 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

36.4 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.

36.5 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.

36.6 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.

36.7 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.

36.8 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.

36.9 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.

37.0 LONG SERVICE LEAVE

37.1 Entitlement

Subject to the provisions of Clause (37.7) 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.

37.2 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.

37.3 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.

37.4 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.

37.5 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.

37.6 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.

37.7 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.

37.8 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.

37.9 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.

37.10 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.

37.11 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.

37.12 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.

37.13 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.

38.0 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.

39.0 BEREAVEMENT LEAVE

39.1 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.

39.2 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.

39.3 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.

40.0 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.

41.0 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.

42.0 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.

43.0 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

44.0 WORKPLACE HEALTH AND SAFETY

44.1 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.

44.2 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.

44.3 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.

44.4 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.

45.0 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.

46.0 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.

47.0 TRAINING AND STUDY ASSISTANCE

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

48.0 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 Waste Services Employees (Domestic and Commercial Drivers) Certified Agreement 2012
Applicable Award	Local Government Employees' (Excluding Brisbane City Council) 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.
Consultation	Consultation shall mean providing the Union and employees with a bona fide opportunity to discuss Council's decision(s). In order to facilitate meaningful consultation, Council will provide employees and the Union with relevant information including reasons for contemplated changes, the number and category of workers likely to be effected and the period over which any change may be intended.
ICC	Ipswich City Council ABN 61 461 981 077
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

Term	Meaning
The Act	Industrial Relations Act (Qld) 1999
Union	Transport Worker’s Union of Australia, Union of Employees (Queensland Branch)

SIGNATORIES TO THE IPSWICH CITY COUNCIL OFFICERS ENTERPRISE BARGAINING AGREEMENT 2011

Carl Christian Wulff

IPSWICH CITY COUNCIL
 Signed by Carl Christian Wulff, Chief Executive Officer
 as duly authorised Council delegate in
 accordance with the *Local Government Act 2009*

In the presence of Kimberley Molloy

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

Signed for and on behalf of TRANSPORT WORKERS’ UNION OF AUSTRALIA,
 UNION OF EMPLOYEES (QUEENSLAND BRANCH)

Peter Biagini
 In the presence of Adam Michael Carter