QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Isaac Regional Council Certified Agreement 2012

Matter No. CA/2012/44

Commissioner Brown

27 July 2012

CERTIFICATE

This matter coming on for hearing before the Commission on 23 July 2012 the Commission certifies the following written agreement:

Isaac Regional Council Certified Agreement 2012 - CA/2012/44

Made between:

Isaac Regional Council

AND

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

The agreement was certified by the Commission on 23 July 2012 and shall operate from 23 July 2012 until its nominal expiry on June 30 2014.

This agreement cancels Isaac Regional Council Certified Agreement 2009 (CA/2009/39)

By the Commission.

Commissioner Brown

AND The Australian Workers Union of Employees, Queensland (ABN No. 54 942 536 069) AND Queensland Services, Industrial Union of Employees (ABN No. 13 540 483 194) AND Plumbers & Gasfitters Employees Union of Australia, Queensland Branch (ABN No. 51 918 865 235) AND Federated Engine Drivers' and Firemens' Association of Australasia, Queensland Branch Union of Employees (ABN No. 12 898 529 251) AND Construction, Forestry, Mining and Energy Industrial Union of Employees, Queensland (ABN No. 12 898 529 251) AND Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland (ABN No. 59 459 725 116) AND Electrical Trades Union of Employees Queensland. (ABN No 71 584 779 039) AND Association of Professional Engineers, Scientists & Managers, Australia, Queensland Branch (ABN No. 99 589 872 974) AND Transport Workers Union of Australia, Queensland Branch. (ABN No 80 519 643 130)

Isaac Regional Council (ABN No. 39 274 142 600)

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PART 1 - PRELIMINARY

1.1 TITLE

This Agreement shall be known as the Isaac Regional Council Certified Agreement 2012 (hereafter referred to as the Agreement).

1.2 RELATIONSHIP TO PARENT AWARDS

This Agreement shall be read in conjunction with the Awards listed in clause 1.2.1. Where there is any inconsistency between the Award and this Agreement, the terms of this Agreement shall prevail. Where this Agreement is silent on any matter the relevant Award conditions shall apply.

Existing over-Award payments and conditions of employment shall continue to apply, except where the terms of this Agreement expressly provide otherwise.

Where the QIRC amends the terms and conditions of the Awards stated in clause 1.2.1 relating to wages, allowances or any other remuneration increase, that increase shall have no effect on wages and allowances stated in this Agreement. In effect this will see employees who have their terms and conditions of employment regulated by this Agreement receiving the allowance and wage increase shown in this Agreement without any general wage adjustments determined by the QIRC applying.

1.2.1 Parent Awards

- (i) Local Government Employees' (excluding Brisbane City Council) Award State 2003
- (ii) Building Trades Public Sector Award State 2002
- (iii) Engineering Award State 2002
- (iv) Queensland Local Government Officers Award 1998
- (v) Order Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities)

1.3 PARTIES BOUND

The Parties to this Agreement are:

- (i) The Isaac Regional Council and the following unions:-
- (ii) The Australian Workers' Union of Employees, Queensland AWU.
- (iii) The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland CFMEU.
- (iv) The Federated Engine Drivers' and Fireman's Association of Australasia Queensland Branch Union of Employees FED&FA.
- (v) Transport Workers' Union of Australia, Queensland Branch TWU.
- (vi) Queensland Services, Industrial Union of Employees QSU.
- (vii) Plumbers & Gasfitters Employees Union of Australia, Queensland Branch PEGU.
- (viii) Australian Manufacturing Workers' Union AMWU
- (ix) Electrical Trades Union of Employees Queensland ETU.
- (x) Association of Professional Engineers, Scientists & Managers, Australia, Queensland Branch APESMA.

1.4 DEFINITION

- (i) The Act shall mean the Industrial Act 1999 (Qld) unless otherwise mentioned.
- (ii) Consultation shall mean where the Parties to this Agreement meet to discuss matters of mutual interest through an open communication process and an exchange of ideas and information. To avoid doubt, on occasion consultation may not lead to agreement or endorsement of management policy or processes.
- (iii) Employer shall have the same meaning as that cited in the Local Government Act 2009.
- (iv) Immediate Family shall mean a spouse (including a former spouse, a de facto spouse or a former de facto spouse) of the employee; a child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee. For the purpose of this clause spouse shall include same sex partners.

- (v) Nominated Representative shall mean a person nominated by an employee to represent their interests to the employer. A nominated representative may be a union representative and/or delegate, a work colleague or any other person that the employee chooses.
- (vi) QIRC means the Queensland industrial Relations Commission.

1.5 **APPLICATION**

The Agreement shall bind the Isaac Regional Council, the Unions named in clause 1.3 of this Agreement and their members or persons eligible to be their members pursuant to the relevant union's registered rules of coverage employed by the employer under this Agreement and the relevant Awards. The Agreement excludes the Chief Executive Officer, Senior Executive Officers, Managers and staff employed on Common Law Contracts.

1.6 DATE AND PERIOD OF OPERATION

This Agreement shall be effective from the date of certification by the QIRC and shall continue to have effect until June 30 2014 or until varied or terminated in accordance with the relevant legislation in place at the time. Where the Agreement is not varied or terminated in accordance with the relevant legislation, it shall continue to have full effect following the nominal expiry date until it is varied or terminated.

1.7 RENEGOTIATION

The Parties undertake to provide their respective claims and commence discussions for renegotiation of a new Collective Agreement a minimum of 6 months prior to the nominal expiry date shown in clause one point six (1.6) and aim to finalise the Agreement prior to it reaching the nominal expiry date.

1.8 SINGLE BARGAINING UNIT

For the purposes of negotiating and implementing a replacement Agreement on behalf of all Unions, employees and Isaac Regional Council and in accordance with the Wage Fixing Principles of the QIRC, a Single Bargaining Unit shall be established and shall consist of representatives from the joint Unions Party to this Agreement.

1.9 NO EXTRA CLAIMS

The Parties to this Agreement agree that during the life of this Agreement there shall be no further or additional claims made by any Party in relation to wages or conditions covered by this Agreement, excluding any changes to or replacement of the relevant Parent Award.

Part 2 – Joint Consultative Committee, Dispute Resolution & Job Security

2.1 JOINT CONSULTATIVE COMMITTEE (JCC)

2.1.1 Purpose of JCC

The Parties to this Agreement shall establish and maintain a JCC. The purpose of the JCC is to act as a consultation and communication forum between the employer and employees and their respective unions concerning workplace and industrial relations matters.

Unions, the employer and employees are committed to achieving improved and effective consultation in the workplace, and agree that cooperative consultation shall provide employees with an opportunity, through committee representatives, to participate in decision making processes. The Parties commit to the effective operation of the JCC and the employer shall provide the necessary support to successfully implement its agreed terms of reference charter.

The JCC shall meet at least every three (3) months.

2.1.2 Facilities

The following facilities shall be made available to the Parties involved in any JCC meeting.

(i) Wherever possible, meetings should occur in normal working time;

- When a meeting occurs outside normal working time, the additional time shall be treated as overtime. This includes preparation for meetings, reporting back and travelling from attendance at meetings;
- (iii) Reasonable access to normal employer facilities such as word processing, photocopying, telephone, storage facilities and meeting rooms etc;
- (iv) Access to a room with normal office facilities shall be provided for representatives of the Parties to this Agreement to discuss workplace and/or industrial matters.

No employee shall be disadvantaged as a result of activities conducted in accordance with this clause.

2.2 GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE

The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and the employer in respect to any industrial matter and all other matters that the Parties agree on and that are specified within this Agreement. The principle objective of this procedure is to resolve workplace disputes without causing substantial damage to either Party by way of industrial action or loss of income.

Such procedures shall apply to a single employee or to any number of employees. Employees shall be entitled to be represented by a person or an organisation of their choice throughout any steps of the following process.

- 2.2.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request within one week or as soon as reasonably practicable whichever is the sooner under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 2.2.2 If the grievance or dispute is not resolved under clause 2.1.1, the employee or the employee's nominated representative may refer the matter to the next higher level of management for discussion. Such discussion should take place within one week or as soon as reasonably practicable whichever is the sooner after the request by the employee or the employee's representative.
- 2.2.3 If the grievance or dispute is still unresolved after discussions mentioned in clause 2.2.2 the matter shall be reported to senior management.
- 2.2.4 Emphasis shall be placed on a negotiated settlement. If the negotiation process is exhausted without the dispute being resolved, the Parties may jointly or individually refer the matter to the QIRC. Once referred, the QIRC shall exercise its powers of conciliation and arbitration.
- 2.2.5 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue. Where a genuine safety issue is identified, the employee shall not refuse a direction to work at another location.
- 2.2.6 The status quo existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 2.2.7 A determination made by the QIRC (subject to the Parties' right of appeal under *the Act*) shall be final and binding on all Parties to the dispute.

2.3 JOB SECURITY/CONSULTATION & REDUNDANCY 2.3.1 Job Security

The employer shall maintain a permanent workforce during the term of this Agreement and is committed to job security for its permanent employees. The Parties agree that changes in work practices and productivity initiatives should enhance the efficient operation of the employer. It is agreed that improvements in productivity and efficiency sought under Enterprise Bargaining shall not be achieved through job reduction. The Parties are committed to continually improving the job security of employees by:

(i) Training and educating employees and providing retraining where appropriate;

- (ii) Career development and equal opportunity;
- (iii) Using natural attrition and reallocation after consultation in preference to retrenchment or redundancy;
- (iv) Timely advice to employees about significant reallocation of labour; and
- (v) The employer shall continue to maintain its workforce in order to minimise the need for involuntary redundancies in the future.

2.3.2 Consultation Regarding Major Workplace Change

2.3.2.1 Employer to Discuss Change

Where the Employer makes a definite decision to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer will consult the employees who may be affected by the proposed changes and where relevant, their Union or Unions.

The employer will provide in writing to the employees concerned and where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees including the number and categories of employees likely to be displaced and the time when, or the period over which, any changes or redundancies will occur.

The employer shall give prompt consideration to the matters raised by the employees and/or their Union representatives in relations to the changes to avoid or minimise the effects of the changes and any other matters likely to affect employees.

2.3.2.2 Significant Effects

For the purposes of this clause, 'significant effects' includes termination of permanent employment, major changes in the composition, operation or size of the employer's permanent workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs or reporting relationships within the employer's organisational structure. Provided that where this Agreement makes provision for alteration of any of the matters referred to herein an alteration will be deemed not to have significant effect.

Provided that the Employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the Council's interests.

2.3.2.3 Voluntary Redundancies

Where following consultation with affected employees and their representatives, if any, the employer has decided that changes and/or redundancies are still required the employer shall initially offer voluntary redundancies in the affected classification. In doing this the employer shall request an "expression of interest" from relevant personnel who would be interested in accepting a voluntary redundancy. On business grounds the employer shall maintain the right to refuse to provide a voluntary redundancy to employees who express their interests in accepting a redundancy.

Should there be insufficient employees from within a certain classification lodging an expression of interest in a voluntary redundancy the employer shall open the expression of interest in a voluntary redundancy to other staff. On business grounds the employer shall maintain the right to refuse to provide a voluntary redundancy to employees who express their interests in accepting a redundancy.

Where an employee from a different classification accepts a voluntary redundancy and that position is now vacant the incumbent in the position that has been made redundant shall be redeployed into the now vacant position. As and where required the redeployed employee shall receive the necessary training in the new role.

2.3.2.4 Involuntary Redundancies

Where there are insufficient expressions of interest in a voluntary redundancy and the employer has determined that the identified positions are to be made redundant, in addition to the above stated processes, the employer shall comply fully with the provisions of the QIRC Statement of Policy in relation to Termination Change and Redundancy for both voluntary & involuntary redundancies.

2.4 CONTRACTING OUT

The employer reserves the right to contract out or to lease out current services in the following circumstances:

- (i) Where funding from State or Commonwealth governments, such as for construction, reconstruction or natural disaster recovery, is conditional and cannot be applied to normal work by permanent employees
- (ii) In the event of shortages of skilled staff and resources;
- (iii) The lack of available infrastructure capital and the cost of providing technology;
- (iv) Any extraordinary or unforeseen circumstances; or
- (v) That it is in the public interest that such services should be contracted out.

2.5 OUTSOURCING SERVICES OR FUNCTIONS

Where the employer seeks to outsource works and services being undertaken or have the ability/capacity to be undertaken by permanent employees in accordance with the above criteria, the relevant Unions will be formally notified in writing and consulted as early as possible. As part of the consultation process information will be provided supporting the employer's decision. It is the responsibility of all Parties to participate fully in discussions on any proposals to outsource any of the employer's functions.

If, after full consultation as outlined above, employees are affected by the necessity to outsource any functions currently performed by the employer's permanent employees, the employer shall:

- (i) Ensure that employees are given the option to take up employment with the Outsourcing Company in the first instance.
- (ii) Where the employee elects to remain with the employer the Parties agree to explore options for retraining and redeployment elsewhere within Council for employees who cannot transfer their employment to the contractor.
- (iii) Give employees who cannot gain employment with the Outsourcing Company and for whom no suitable positions are available within Council, the option of accepting a voluntary redundancy before any forced redundancy is exercised as a last resort.

2.6 **PROJECT ARRANGEMENTS**

The Parties agree that if the employer tenders for and is successful in a tendering process for project work that is not part of the employer's general work and/or is not covered under this Agreement, the employer shall consult with the effected employee's or their nominated representatives (Union Officials), if any, to develop a project Agreement which shall include but is not limited to rates of pay and/or hours of work.

PART 3 – EMPLOYMENT RELATIONSHIP & RELATED ARRANGEMENTS

3.1. EMPLOYMENT CATEGORIES

Employees may be engaged on a full-time, part-time, casual, fixed-term basis, apprentice or trainee. The nature of the employment contract shall be specified at the time of engagement.

On employment the employer shall provide in writing to the employee, the following:

- (i) The status of the position, whether it is full-time, part-time, casual, fixed-term apprentice or trainee;
- (ii) The hours of attendance required by the employee for the efficient performance of the employee's duties;
- (iii) The ordinary hourly rate of pay in accordance with this Agreement;
- (iv) Any other terms and conditions of employment relevant to the position

3.2 CONTRACT OF EMPLOYMENT

3.2.1 Full-time, Part-time and Casual Employees

The contract of employment for full-time, part-time and casual employees shall be as required by the relevant parent award.

3.2.2 Apprentices & Trainees

The contract of employment for apprentices and trainees shall be as required by the *Vocational Education, Training and Employment Act 2000 (Qld)* and the relevant award.

3.2.3 Fixed Term Temporary

Fixed-term employee shall mean an employee who is engaged as such to work for a specific task or period of time. A fixed-term employee shall for all intents and purposes receive the same benefits under this Agreement as would a permanent employee, provided that accruals of any benefits are calculated on a pro-rata basis in relation to ordinary hours worked.

Fixed-term employees may be required to work up to an average of 36.25 or 38 ordinary hours per week, depending on the job classification, plus any additional hours as mutually agreed between the employer and the employee. By mutual agreement the contracted hours may be varied to suit the needs of the employer and the employee. Where this occurs the variation shall be recorded in writing and signed by both Parties.

Where it is necessary to terminate the employment of a fixed-term employee for misconduct, poor performance or incapacity to perform work or for any other reason prior to their agreed tenure being completed, the fixed-term employee shall receive the same notice as a permanent employee under this Agreement.

3.3 PROBATIONARY PERIOD

All new employees (other than casual employees, apprentices and trainees) shall be subject to a probationary period of three (3) months. The employer shall discuss the employee's performance with them on a monthly basis during this probationary period, raising any concern the employer may have in relation to the employees conduct or performance, where appropriate the employer shall provide relevant support to assist the employee to improve their performance and/or conduct.

Where an employee is absent from work on permitted leave without pay or extended sick leave, the employer shall retain the option of extending the employees probationary period for that amount of leave taken. For the purpose of this clause "extended sick leave" shall mean sick leave taken in excess of ten (10) working days.

During the probationary period termination of employment may be effected by either Party by the provision of one (1) weeks' notice or payment/forfeiture in lieu of that notice. Provided that the requirement for one (1) weeks' notice or payment in lieu shall not apply in the case of dismissal for wilful misconduct. At the successful completion of the probationary period, or earlier if determined by the employer, employees shall become eligible for continuing permanent employment.

3.4 TRAINEES & APPRENTICESHIPS

The employer shall continue to offer traineeships and is committed to the following principles in offering traineeships and apprenticeships:

- (i) Exploring ways to maximise training opportunities for young people to enter the employer's workforce;
- (ii) Pursue partnering opportunities with other organisations and group schemes;
- (iii) Working with unions to develop arrangements that facilitate the transition from training roles to full-time permanent employment with the employer on a case by case basis in relation to the employer's business requirements.

3.5 LICENCES/COMPETENCIES

Particular occupations require the possession of relevant licences and certificates of competency. All employees shall be required by the employer to obtain and to maintain the necessary registration and licences relevant to the position that such employee would normally be required to hold in order to fulfil their position (i.e. drivers licence, relevant truck driving licence, trade certificates, etc) at no cost to the employer.

However the employer shall cover the training and ongoing licence or operator's ticket costs of employees who are required as part of their job with the employer to drive or operate identified machinery and/or equipment. If the employer requires the employee to hold any additional and/or

specific licences/registrations/certificates relevant to their position they shall be obtained at no cost to the employee.

Should an employee have their driving license/operators ticket suspended or cancelled or are prohibited from driving a motor vehicle/machine by law or for any medical reason, they are required to inform the employer within five (5) working days.

3.6 ANTI-DISCRIMINATION

The Parties to this Agreement agree that it is their intention to achieve the principle object in section three (3)(c) of the Industrial Relations Act 1999, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, culture, political opinion, national extraction or social origin as well as anti-discrimination provisions applicable in Commonwealth and/or other State legislation.

3.7 WORK LOCATION

On commencement of employment employees shall be notified of their starting and finishing location. For the purposes of this clause, starting and finishing location shall mean a designated office, depot or fixed plant (i.e. water treatment plant).

Once notified of such, an employee's starting and/or finishing location cannot be changed other than by agreement with the employee in writing. Where an employee is approached to change either their starting and/or finishing time the employee shall have the option of being represented during any discussion by their nominated representative. Where agreement cannot be reached the Parties shall use the Dispute Resolution Process in this Agreement to resolve the matter, while the matter is in dispute the status quo shall be maintained.

Where an employee is required to temporarily relocate from their usual starting and finishing place to another workplace the employee shall be paid for all travel time undertaken from their normal start location to other workplace and return. Travel time shall be paid at the relevant rate of pay.

3.8 MEASURES TO ACHIEVE GAINS IN PRODUCTIVITY AND EFFICIENCY

The measures set out below are designed to achieve real and demonstrable gains in productivity and efficiency.

Full-time truck drivers and road gang crews are required to work a minimum 38 ordinary hour week Monday to Thursday. Employees who are required to camp out on the job are entitled to be paid Camp Allowance and service overtime on Friday and travelling time at time and a half.

Any public holidays falling between Monday and Thursday (excluding Christmas Day, New Year's Day, Good Friday and Anzac Day) can be substituted for another day (for anyone camped out) during the period the holiday falls.

Prior to any rest pauses/lunch breaks outdoor employee shall be allowed 5 minutes for washing of hands.

It is agreed that an employee may be required to carry out such duties as are within the limits of the employee's skills as long as the person is deemed to be competent, legal and safe to perform those duties. Employees shall be paid at the appropriate rate for any higher duties performed.

Any employee, having worked the required number of hours to obtain a certificate of competence to operate a particular item of plant or equipment, shall be required to make the necessary application and undertake the prescribed test or examination to obtain the certificate of competence.

It is agreed that all permanent positions may be advertised internally and externally simultaneously, however, in accordance with the employer's preference to enhance the career prospects of its own employees, internal applicants with the required skills and abilities shall be given preference over external applicants where all else is equal.

All Parties agree and commit to achieving improvements in productivity and efficiency in all areas of the employer's operations.

The Parties agree that where appropriate, they shall develop performance indicators and benchmarks to gauge productivity improvements. Performance indicators may include, but not be limited to measures of:

- (i) Quality
- (ii) Throughput
- (iii) Timeliness
- (iv) Cost effectiveness
- (v) Occupational health and safety
- (vi) Environmental effectiveness
- (vii) Working arrangements (flexibility of)
- (viii) Training (level and appropriateness of)
- (ix) Employee participation
- (x) Industrial disputation
- (xi) Resource management

The Parties to this Agreement have agreed to form a working Party that will develop a range of objective performance indicators in relation to the above stated matters. The Working Party shall commence this work within six (6) months of this Agreement being certified by the QIRC with the aim of completing the required work within a 12 month period.

Part 4 – Wages and Wage Related Matters

4.1 **REMUNERATION**

Employees whose conditions of employment are governed by this Agreement shall receive, over the life of this Agreement, remuneration as detailed in Schedule one (1) of this Agreement shall become effective from the 1st pay period following the date of the stated increase.

Nothing in this Agreement shall be read as restricting the employer from offering, or from restricting the employee from accepting an hourly rate of pay higher than that shown in the remuneration schedule. Where this occurs the higher rate of pay shall be used for all purposes, such as annual leave, personal/carer's leave and any other authorised paid leave.

4.2 SALARY SACRIFICE

The employer provides employees with salary sacrifice opportunities to maximise their remuneration benefits. The provision of such opportunities shall be subject to any legal limitations imposed by Federal and State legislation.

The employer reserves the right to withdraw this provision if changes in the relevant laws mean that the employer would incur additional administrative costs or the scheme itself becomes unlawful. Any Fringe Benefit Tax attracted by the salary sacrifice shall be paid by the employee and shall not result in an increase to the total remuneration package.

Other than facilitating the salary sacrifice arrangements, the employer shall not be responsible for any other aspects of salary sacrifice which would include, but not be limited to any loss, fines or fees or other costs sustained by the employee. Accordingly, while not a necessity the employer recommends employees take financial advice from a qualified financial planner prior to entering into any such arrangements

4.3 ALLOWANCES

4.3.1 Camp Allowance

Employees who are required to camp out on the job shall be paid the following allowance from the dates shown.

- (i) Upon Certification \$30.00;
- (ii) From July 1 2012 \$35.00;
- (iii) From July 1 2013 \$40.00.

In order to claim this camp allowances employees are required to live in such a camp for the full working day. To avoid doubt this means that an employee who is working out of a camp shall be required to work their ordinary working hours, including travel on that day to claim the camp allowance. Conversely where an employee does not work out of a camp for their full ordinary hours, they shall not be paid camp allowance for that day.

Where employees are required to live away from home for more than three consecutive nights and the camp allowance is not paid due to accommodation being provided by the employer, an incidental allowance of \$10.00 per night shall be paid.

4.3.2 Caravan Allowance

Employees who supply their own caravans shall be paid a caravan allowance of \$75.00 per week from the date of certification of this Agreement, in addition to the camp allowance prescribed in clause 4.3.1 of this Agreement. This allowance shall be indexed to the CPI and increased by that amount each year.

4.3.3 Locality Allowance

In addition to remuneration otherwise payable under this agreement, employees shall be paid a locality allowance with the scale of such allowance being as prescribed by Directive Number 19/1999 made pursuant to provisions of the Public Sector Act 1996 as amended.

Employees who are currently in receipt of the Locality Allowance as stated below shall maintain this allowance for the duration of this Agreement.

- (i) Currently Moranbah \$40.00 p/w.
- (ii) Clermont locality with dependents \$108.36, no dependents \$54.18.
- (iii) Moranbah locality with dependents \$63.88, no dependents \$31.94

4.3.4 Construction Allowance

Employees engaged at treatment plants who carry out work that meets the definition of "Construction, reconstruction, alteration, repair and/or maintenance work" detailed in clause 5.8.1 of the Local Government Employees Award shall be paid the allowance as stated in that clause.

4.4 CLOTHING ISSUE

4.4.1 Outdoor Employees

The employer shall provide the initial issue of work clothing to employees in line with the following clause. Once issued it is a condition of employment that the issued clothing be worn when at work. Clothing shall be replaced, for new and existing employees, on a fair wear and tear basis.

New Full Time Employees

- (i) three (3) high visibility long sleeved shirts;
- (ii) three (3) pairs of trousers or skirts;
- (iii) one (1) winter jacket every two (2) years;
- (iv) once an employee has successfully completed their probationary period the employee shall receive a further two (2) sets of the above stated work clothing.

Part-time and Casual Employees

- (i) three (3) high visibility long sleeved shirts;
- (ii) three (3) pairs of trousers or skirts;
- (iii) Other clothing as determined by the employer in relation to the hours the employee works.

4.4.2 Safety Boots

The Employer shall subsidise employees to a maximum of \$155.00 inclusive of GST, from date of certification of this Agreement on an annual basis where the employee purchases steel capped safety boots.

4.4.3 Indoor Employees

Full Time Employees

The employer shall initially pay the total cost of purchasing employee uniforms to a maximum amount of \$550.00 per annum (non-accumulative), with employees to pay back to the employer the cost of all uniforms which exceed their current allocation. This payment may be made through payroll deductions, with the full balance to be paid within two (2) months from the date of purchase. Upon resignation, the balance becomes due and payable immediately.

4.4.3.1 Part-time & Casual Employees

Part-time and casual employees shall be provided with two uniforms on engagement.

Both Parties agree that the employer shall set policy, in consultation with staff, in regard to the colours and style of Corporate Uniforms. All uniforms shall be supplied by the Local Government Corporate Wardrobe supplier to Queensland Local Governments. Wearing of a uniform is compulsory for all Office Administration staff.

PART 5 – HOURS OF WORK, ANNUAL LEAVE

5.1. FLEXIBLE WORKING ARRANGEMENTS

The Parties to this Agreement endorse flexible work arrangements and agree that flexible work arrangements may be developed by agreement with the affected Parties for any program undertaken by the employer.

Flexible working arrangements must satisfy the following 4 principles:

- (i) current customer service requirements continue to be maintained;
- (ii) they must be cost neutral;
- (iii) they must be practicable and workable;
- (iv) they must not compromise workplace health and safety requirements;

Flexible Work Arrangements currently in existence shall be maintained for the duration of this Agreement unless an agreement is reached between both Parties to amend the existing arrangements.

In all cases relating to hours of work and workforce flexibility, the process shall involve consultation with the workforce, taking into account individual family considerations.

By agreement with the employees affected, ordinary hours, including night work, may be worked up to ten (10) hours per day and starting and finishing times may be staggered, including outside the normal span of hours. Provided that only in exceptional circumstances shall the employer require an employee to work beyond ten (10) ordinary hours per day.

Where the Parties agree to alter work arrangements or implement new arrangements, the Parties agree that the provisions of this Agreement shall operate to the extent necessary to give effect to the new work arrangements, provided that:

- (i) The terms of the new work arrangement are in writing and have been signed by the employer and the employee or their nominated representative.
- (ii) A majority of the employee's whose employment is or shall be affected by the arrangement have voted in favour of the arrangement in a ballot for which at least 7 days' notice has been given.

5.1.1 Clermont Working Hours

For the duration of this Agreement the working hours of Clermont employees shall remain unchanged.

5.2 **ROSTERED DAYS OFF**

The employer supports flexible work arrangements that suit both the organisation and the employees to take into account a balance of work and life responsibilities.

Maintenance of the nine (9) day fortnight, 19 day month and ten (10) day fortnight shall continue where appropriate, however various other flexible work arrangements may be offered to employees by mutual agreement in line with organisational and employee requirements.

On receipt of two (2) days' notice, an employee can be asked to work on a Rostered Day Off (RDO) with such RDO to be banked and taken at a mutually agreeable day between the employee and Manager, without attracting penalty rates.

An employee may bank up to a maximum of five (5) days. Such banked RDOs shall be taken at a time mutually agreed between the employee and the Manager. The accrued RDO's shall be taken within three (3)months of the date on which the first RDO was accrued, with accrued RDO's over the five (5) day limit to be paid out at single time in the next pay period.

PART 6 – TRAINING RELATED MATTERS

6.1 AGREEMENT TRAINING

To ensure that management, supervisory staff and other relevant employees understand the intent and application of this Agreement, an education program relating to this Agreement and the parent awards shall be facilitated following this Agreement being certified by the QIRC.

6.2 COMMITMENT TO TRAINING AND PROFESSIONAL DEVELOPMENT

The Parties to this Agreement recognise that, in order to increase the long term sustainability, efficiency, and competitiveness of the employer a strong and sustained commitment to training and skill development is required on both an individual and employer wide basis.

The Parties agree with respect to the training and career path development of employees, that each permanent employee shall have access to learning processes and resources through a mutually agreed career development plan.

The career development plan shall consist of a set of prioritised learning opportunities which should be reviewed annually and shall be based upon the following

- (i) individual employees desired career path
- (ii) the current and future skill requirements of the employer;
- (iii) the size, structure and nature of the long term strategic operational plans of the employer;
- (iv) the need to develop vocational skills relevant to the employer long term operational needs through both industry courses and courses conducted by accredited educational institutions and providers

Individual development plans should seek to professionally develop employees so that they can satisfy key position accountabilities and improve career development prospects, with a view to providing the employer with a highly skilled workforce with the necessary skills to meet the future service and operational requirements.

PART 7 – LEAVE ARRANGEMENTS

7.1 ANNUAL LEAVE

Each employee shall be entitled to 5 weeks annual leave per year for the life of this Agreement.

Employees currently in receipt of an annual leave loading of 25% shall be paid, on the certification of this Agreement with the QIRC, either a lump sum payment or a contribution to the employee's superannuation fund of an amount equal to the difference between 17.5% and 25% annual leave loading (i.e. 7.5%) for any prior leave entitlement.

Annual leave loading for all employees shall be paid at the rate of 17.5% from the date of certification of this Agreement.

Employees shall be required to provide the employer with a minimum period of notice of 15 days' of their intention to commence annual leave in writing or as otherwise agreed. The employer shall attempt to comply with the employees request for annual leave, however where business needs dictate the employer may not approve such a request. Applications for annual leave are to be provided to the employee's supervisor.

Where an employee has resigned from their employment and such an employee applies for annual leave during the notice period the employer shall maintain the right to refuse the annual leave application.

Where an employee has accrued an excessive amount of annual leave the employee may be required to participate in a leave reduction scheme. Such scheme shall require the employee to reduce their accrued bank of annual leave over an agreed period of time. For the purpose of this clause an excessive amount of annual leave shall equate to eight (8) weeks.

7.2 SICK/CARER'S LEAVE

7.2.1 Definition

Sick/carer's leave is unlike annual or long service leave in that it is conditional upon an employee being ill or injured to the point of being unfit for duty or being required to provide care or support to a member of the employee's immediately family or household as defined in clause 1.4 of this Agreement. It is an insurance to protect the employee and their family against hardship should the employee be unable to continue their work and should only be utilised when an employee is ill or injured or is required to provide care or support. Where sick/carer's leave is cumulative from year to year, it shall not be paid out on termination.

7.2.2 Entitlement

All Employees shall accrue 15 days personal/carer's leave per annum.

7.2.3 Notification

Where an employee is unable to attend work due to illness, injury or the need to provide care for an immediate family member or household they are required to contact their Supervisor directly by telephone and inform them of their absence as soon as practicable. Text messages, emails or notification through a third Party, such as another employee is not acceptable. In contacting their Supervisor the employee must advise of the period, or expected period of the sick/carer's leave.

7.2.4 Evidence

To be entitled to paid sick/carer's leave an employee must provide the employer with notice as required under clause 7.2.3 as well as a medical certificate or other document such as a statutory declaration to the employer stating that the employee is ill, injured or is required to provide care and support to an immediate family member or household. Documentary evidence is required for all sick/carer's leave claimed in excess of two (2) days;

7.3 ABSENTEEISM MANAGEMENT PROCEDURE

Sick/carer's leave should only be claimed when the physical consequences of injury or illness or the requirement to care for an immediate family member or household prevent an Employee from attending work.

The Parties to this Agreement recognise that absenteeism and abuse of sick leave is a controllable overhead and abuse of this benefit is detrimental to the operations of the employer in respect to services to rate payers. In recognising this, the Parties have agreed on the following procedure to manage sick leave abuse and absenteeism:

(i) The Parties agree that sick/carer's leave is unlike annual or long service leave in that it is conditional upon an employee being ill or injured to the point of being unfit for duty or be required to care for an immediate family member or household.

- (ii) This procedure is designed to curtail sick leave abuse and absenteeism by employees who are absent from work and who are not genuinely unfit for duty and is to operate notwithstanding other provisions of this Agreement.
- (iv) Any employee with an unsatisfactory record shall be interviewed by their manager. The employee shall be notified at the time of setting the interview time and date that they are entitled to have a nominated representative or a support person of their choice present at the initial and any subsequent meeting. If the discussion does not provide satisfactory reason for the employee's absences, a letter of warning shall be provided to the employee and appropriate actions for improvement documented.
- (v) If no improvement is observed in the next period, the employee is to be again interviewed as per 7.3 (iv) and if the interview results in unsatisfactory reasons being given, a second letter of warning shall be sent to the employee, indicating proof of illness or a certificate shall be required for any subsequent absence or sick leave. This letter of warning shall also inform the employee that unless their attendance record improves further disciplinary action, up to and including termination of employment may follow.
- (vi) If the above action still results in unsatisfactory attendance the employee shall need to provide the employer with a reason why their employment should not be terminated.

Where employees knowingly misuse their sick leave entitlement they may be subject to disciplinary action up to and including termination of employment.

7.4 BEREAVEMENT/COMPASSIONATE LEAVE

In addition to number of days allowable under the relevant award bereavement leave provisions, employees with accrued sick leave may access an additional three (3) days from such sick leave accruals to attend the funeral or visit a seriously ill or dying member of the employees immediate family or household as defined in clause 1.4 of this Agreement.

To avoid doubt this means that an employee is able to access up to a total of five (5) days paid leave comprising of two (2) days paid bereavement/compassionate leave as well as three (3) days paid sick leave to attend to funeral arrangements or to visit the immediate family member or household who has a life threatening injury or illness.

Part-time and fixed term employees shall be entitled to pro-rata bereavement leave contingent on their contracted hours. Casual employees shall be entitled to bereavement leave however they shall not receive any payment.

7.5 LONG SERVICE LEAVE

This clause shall be read in conjunction with the *Act* as amended. Where there is any consistency this clause shall take precedent.

All full-time employees shall accrue long service leave entitlements at the rate of one point three (1.3) weeks for each year of continuous service with the employer. Part time and casual employees shall be entitled to long service leave accrued on a pro rata basis in relation to the ordinary hours worked. Employees shall be entitled to pro-rata payment of Long Service Leave after seven (7) years of continuous service.

Accrued Long Service Leave may be taken in minimum lots of ten (10) days or as otherwise agreed once an employee has completed ten (10) years of continuous service.

Where an employee has accrued an excessive amount of long service leave the employee shall be required to participate in a leave reduction scheme. Such scheme shall require the employee to reduce their accrued bank of long service leave over an agreed period of time. For the purpose of this clause an excessive amount shall equate to 19.5 weeks of accrued Long Service Leave.

7.6 CEREMONIAL/CULTURAL LEAVE

An employee who is legitimately required to be absent from work for ceremonial/cultural purposes shall be entitled to access accrued annual leave, RDO's or leave without pay.

The employee, if required by the employer, shall establish, prior to approval, that they have an obligation to participate in ceremonial activities and shall advise the employer at the earliest opportunity of their obligation to participate.

7.7 PARENTAL LEAVE

7.7.1 Entitlement

The employer recognises that the provision of the Paid Parental Leave scheme introduced by the federal government on January one (1) 2011 and any provision contained in this Agreement are mutually exclusive.

Accordingly the provision of paid parental leave contained in this Agreement shall not be subject to reduction during the life of this Agreement. Parental leave entitlements for employees shall be underpinned by the relevant parent award and legislative requirements. In addition to award and legislative requirements employees shall be entitled to the following.

Employees shall be eligible to apply for paid parental leave after 12 months of continuous service with the employer. An employee's entitlements in relation to accruals shall accrue during such period of paid leave. Absences for parental leave shall be supported by appropriate documentation.

7.7.2 Maternity Leave

An eligible employee is entitled to six (6) weeks maternity/adoption leave on full pay. Part-time employees are eligible to six (6) weeks paid maternity leave based on their contracted hours. Where casual employees may access maternity leave they shall not be entitled to paid maternity leave.

7.7.3 **Paternity Leave**

After twelve months of continuous service, an employee is entitled to a total of three (3) days paid paternity leave in connection with the birth or stillbirth of their partner's child or adoption of a child.

7.7.4 Adoption Leave

An employee is not entitled to access paid maternity/paternity leave in relation to adoption-related leave unless the child that is to be placed with the employee for adoption:

- (i) is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child; and
- (ii) has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement, of the child; and
- (iii) is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner

7.7.5 Return to Work

Where an employee has commenced parental leave, with the agreement of the employer, the employee may return to work on a part time basis during this period. The Parties recognise that due to the fact that the employer may have employed another person to fill the role of the employee, the employee may not return to their role prior to commencing paternity leave. However once the employee has completed the period of parental leave they shall be entitled to return to their previous position in line with the applicable legislation.

7.8 **REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS**

7.8.1 Entitlement

An employee who is a parent, or has responsibility for the care, of a child may request a change in working arrangements from the employer to assist the employee to care for the child if the child is under school age.

Note: Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.

The employee is not entitled to make the request unless:

- (i) for an employee other than a casual employee, the employee has completed at least 12 months of continuous service with the employer immediately before making the request; or
- (ii) for a casual employee, the employee is a long term casual employee and they have a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

7.8.2 Request

Any request must be in writing and set out details of the change sought and of the reasons for the change.

7.8.3 Agreeing to the request

The employer must provide the employee with a written response to the request within 21 days, stating whether the employer grants or refuses the request.

The employer may refuse the request only on reasonable business grounds and if the employer refuses the request, the written response must include details of the reasons for the refusal.

PART 8 - MISCELLANEOUS

8.1 Christmas Bonus for Indoor Staff

All current Moranbah and Clermont employees who were prior to this agreement, in receipt of a Christmas bonus of one and a half days i.e. 11 hours 24 minutes will continue to receive the bonus for the term of this agreement. Payment will be calculated on the hourly rate of all those employees eligible to receive the payment and averaged out so that all employees receive an identical benefit for the Christmas bonus as at 30 November each year.

8.2 Clermont Closedown

For the duration of this Agreement the existing arrangements with respect to the annual Christmas closedown for the majority of Council's outside Clermont workforce are to remain.

8.3 Union Related Matters

8.3.1 Union Encouragement

This clause gives effect to section 110 of *the Act* in its entirety. Consistent with section 110 a Full Bench of the QIRC has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the relevant Union.

On induction, employer shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the QIRC together with a copy of union delegate contact details.

8.3.2 Union Delegates

The employer acknowledges that union and employee representatives can play an important role within a workplace in supporting sound and harmonious employee and industrial relations and assist in dispute resolution.

The role of the employee representative(s) shall not detract from their primary responsibility which is to do the job they are employed to do.

Employees and their representative(s) agree that issues in relation to employment of employees covered by this Agreement should be ideally addressed at their source, by those involved, and without undue involvement of those not directly involved.

Employees agree that they shall not hold any meetings including with employee representatives during normal hours of work without the prior approval of their manager.

Unions shall inform the Manager People & Performance of the names and any changes to names and contact numbers of the appointed delegates so that these can be communicated to new employees on induction.

Union delegates may discuss work related matters which have been conveyed as a concern or grievance by an employee in order to assist resolve these concerns where possible provided the delegate does not unduly interfere with the work in progress.

8.3.3 Union Dues

Where an employee makes a written request for union due deductions to be made from their wages, the employer shall process this request and deduction in accordance with its payroll deduction processes.

SIGNATORIES

Signed for and on behalf of Isaac Regional Council In the presence of	
Signed for and on behalf of The Australian Workers' Union of Employees, Queensland In the presence of:	
Signed for and on behalf of the Queensland Services, Industrial Union of Employees In the presence of:	
Signed for and on behalf of the Plumbers & Gasfitters Employees' Union Queensland, Union of Employees In the presence of:	2
Signed for and on behalf of the Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees In the presence of:	
Signed for and on behalf of The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland In the presence of:	
Signed for and on behalf of the Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland In the presence of:	
Signed for and on behalf of The Electrical Trades Union of Employees Queensland In the presence of:	
Signed for and on behalf of The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees In the presence of:	
Signed for and on behalf of the Transport Workers' Union of Employees (Queensland Branch) In the presence of:	U

SCHEDULE 1

ISAAC REGIONAL COUNCIL WAGE/SALARY SCHEDU	ULE
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AWARD	LEVEL	RATE	RATE	RATE
		July 1 2011	July 1 2012	July 1 2013
STATE	Initial 6 months	40,654.74	42,280.93	43,972.17
	Level 1	41,525.04	43,186.04	44,913.48
	Level 2	42,388.57	44,084.11	45,847.48
	Level 3	43,239.20	44,968.76	46,767.51
	Level 4	44,130.37	45,895.59	47,731.41
	Level 5	45,159.73	46,966.12	48,844.77
	Level 6	46,901.54	48,777.60	50,728.70
	Level 7	48,635.35	50,580.76	52,603.99
	Level 8	50,210.71	52,219.14	54,307.91
	Level 9	51,944.53	54,022.31	56,183.20
L/G OFFICERS	ASL 1/1	43,067.90	44,790.61	46,582.24
	ASL 1/2	43,887.58	45,643.09	47,468.81
	ASL 1/3	45,200.97	47,009.01	48,889.37
	ASL 1/4	46,430.51	48,287.73	50,219.24
	ASL 1/5	47,658.85	49,565.21	51,547.82
	ASL 1/6	48,720.67	50,669.50	52,696.28
	ASL 2/1	49,966.74	51,965.41	54,044.02
	ASL 2/2	51,196.28	53,244.13	55,373.89
	ASL 2/3	52,424.62	54,521.61	56,702.47
	ASL 2/4	53,655.34	55,801.55	58,033.61
	ASL 3/1	54,882.51	57,077.81	59,360.92
	ASL 3/2	56,112.05	58,356.53	60,690.79
	ASL 3/3	57,342.75	59,636.46	62,021.92
	ASL 3/4	58,569.93	60,912.73	63,349.24
	ASL 4/1	59,797.10	62,188.98	64,676.54
	ASL 4/2	61,027.81	63,468.93	66,007.68
	ASL 4/3	62,091.98	64,575.66	67,158.69
	ASL 4/4	63,321.52	65,854.38	68,488.56
	ASL 5/1	64,548.69	67,130.64	69,815.87
	ASL 5/2	65,611.69	68,236.15	70,965.60
	ASL 5/3	66,841.22	69,514.86	72,295.46
	ASL 6/1	68,888.08	71,643.60	74,509.35
	ASL 6/2	70,936.12	73,773.57	76,724.51
	ASL 6/3	72,986.52	75,905.98	78,942.22
	ASL 7/1	75,034.55	78,035.94	81,157.37
	ASL 7/2	77,082.60	80,165.90	83,372.53
	ASL 7/3	79,130.64	82,295.86	85,587.70
	ASL 8/1	81,588.52	84,852.06	88,246.14
	ASL 8/2	84,047.59	87,409.49	90,905.87
	ASL 8/3	86,506.65	89,966.91	93,565.59
	ASL 8/4	88,813.36	92,365.89	96,060.53
	ASL 8/5	91,120.06	94,764.86	98,555.45
ENGINEERING	C14	33,739.74	35,089.33	36,492.91
	C13	37,322.84	38,815.76	40,368.39
	C12	39,200.99	40,769.03	42,399.79
	C11	39,728.57	41317.71	42970.42
	C10	45,159.12	46,965.48	48,844.10
	C9	45,414.62	47,231.20	49,120.45

	C8	47,219.67	49,108.46	51,072.80
	C7	48,794.42	50,746.20	52,776.04
	C6	52,270.04	54,360.84	56,535.27
	C5	53,958.41	56,116.75	58,361.42
	C4	55,738.90	57,968.46	60,287.20
	C3	59,213.29	61,581.83	64,045.10
	C2(a)	53,618.16	55,762.88	57,993.40
	C2(b)	50,045.50	52,047.32	54,129.21
BUILDING	Calling Note 1	45,159.12	46,965.48	48,844.10
AWARD	Dog-person	41,873.88	43,548.84	45,290.79
	Certified Scaffolder	41,798.35	43,470.28	45,209.09
	Calling Note 2	40,616.67	42,241.34	43,930.99
	Labourer	39,329.36	40,902.53	42,538.63

Calling Note 1 – Mason, Joiner, Shop Fitting, machinist, Glazier, Carpenter, Bricklayer, Plumber, Licensed Drainer, Painter, Fibrous Plasterer, Plasterer, Floor specialist, Signwriter, Sand Blaster, Tiler.

Calling Note 2 – Powder monkey, hoist driver, gear hand, gantryhand, jackhammer person, concrete cutting or drilling machine operator, steel bender.

SCHEDULE 2

SPECIAL WORK ARRANGEMENTS

COMMUNITY CENTRES

Hours of Duty and Meal Breaks – The ordinary hours of duty of casual officers employed at the Community Centres shall be a maximum of thirty six and one quarter hours per week or seven and one quarter hours per day.

These ordinary hours shall be worked between the hours of 6.00 am and 9.30 pm Monday to Friday inclusive and between the hours of 6.00 am and 12.00 noon on Saturdays.

Ordinary hours shall be worked continuously provided that no casual officer shall be required to work continuously for more than five hours without a meal break of at least half hour duration. This break shall not be counted as working time. If a meal break is not given after five hours, double time shall be paid for all time worked until such time as the meal break is provided.

Minimum period of engagement – Casual Officers employed at the Community Centres shall be provided with a minimum period of two hours work on each engagement or be paid a minimum of two hours at the appropriate casual rate.

Overtime - All time worked by a casual officer at any Community Centre outside or in excess of the ordinary hours of duty prescribed above, shall be deemed overtime, and be paid for at the appropriate hourly rate plus 50% on Mondays to Saturdays and plus 100% on Sundays.

Other Conditions – The provisions of award clauses 13,14,15,16 (other than 16.6) 24 and 26 shall not apply to casual officers employed at the Community Centres. All other provisions of the award shall apply except to the extent they are suspended or modified by the provisions of this condition.