

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

*Industrial Relations Act 2016 – s 193 – certification of an agreement*

Ipswich City Council

AND

United Voice, Industrial Union of Employees, Queensland

*(Matter No. CB/2018/196)*

**IPSWICH CITY COUNCIL LOCAL GOVERNMENT CIVIC CENTRE EMPLOYEES  
CERTIFIED AGREEMENT 2018**

Certificate of Approval

On 18 January 2019 the Commission certified the attached written agreement (as amended) in accordance with section 193 of the *Industrial Relations Act 2016*:

<b>Name of Agreement:</b>	<i>Ipswich City Council Local Government Civic Centre Employees Certified Agreement 2018</i>
<b>Parties to the Agreement:</b>	<ul style="list-style-type: none"><li>• Ipswich City Council</li><li>• United Voice, Industrial Union of Employees, Queensland</li></ul>
<b>Operative Date:</b>	18 January 2019
<b>Nominal Expiry Date:</b>	1 October 2021
<b>Previous Agreement:</b>	<i>Ipswich City Council Local Government Civic Centre Employees Certified Agreement 2018 (CA/2012/164)</i>
<b>Termination Date of Previous Agreement:</b>	18 January 2019

By the Commission

THOMPSON IC  
18 January 2019

The Ipswich City Council Local Government Civic Centre Employees Certified Agreement 2018

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## **Part 1 - Preliminary**

### **1.0 TITLE**

This Agreement shall be known as the Ipswich City Council Local Government Civic Centre Employees Certified Agreement 2018.

### **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 2021.

### **3.0 HOW IS THIS AGREEMENT TO BE READ**

To the extent of any inconsistency this Agreement shall override and replace Local Government –Industry (Stream B) Award – State 2017, including any amendments, variations or successors to this Award.

### **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 shall apply to Ipswich City Council Civic Centre and Council Owned Facilities and Events employees employed in the classifications as listed in this Agreement. This Agreement, excluding the wages schedule, shall also apply to employees enrolled in traineeships relevant to callings listed in Clause 18. Traineeship wages are determined in accordance with the Training Wage Award - State.

This agreement is binding on:

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

### **6.0 AVAILABILITY OF AGREEMENT**

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

### **7.0 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 2016 (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 Ipswich City Council Consultative Committee or the employee's local delegate of the relevant union

## **Part 2 – Terms and conditions of employment**

### **8.0 DUTIES AND RESPONSIBILITIES**

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

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

### **9.0 PROBATION**

Employees will initially be employed on probationary period of 3 months. If the employee does not successfully complete the probationary period, Ipswich City Council 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.

### **10.0 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.

#### **10.1 Recruitment Opportunities – Contingent Workforce**

Vacant positions which are advertised internally by Ipswich City Council will be open to applications from labour hire (agency contractors) who have been engaged by Ipswich City Council for a period of 6 months full-

time equivalent or more. To be clear, labour hire (agency contractors) are not covered by this Agreement, however where an application for an internally advertised role is received from a labour hire (agency contractor), the application may be considered as part of the closed merit selection process as for an internal candidate.

## **11.0 PART-TIME EMPLOYMENT**

### **11.1 Definition**

A 'part-time employee' means an employee who is engaged as a part time employee to work a regular number of hours. A part time employee's hour of work must not be less than 7.6 hours a week or 15.2 hours a fortnight, and not more than 38 hours per week or 76 hours a fortnight. By mutual agreement a part time employee may work additional ordinary hours above their regular hours without overtime being incurred. This is on the basis that such hours do not exceed 38 hours a week or 76 hours a fortnight.

### **11.2 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.

### **11.3 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.

### **11.4 Leave Entitlements**

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

## **12.0 CASUAL EMPLOYMENT**

### **12.1 Definition**

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

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

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

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

Reasonable grounds for refusal are where the employee:

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

### **12.2 Termination**

Termination of employment for a casual employee is as per Clause 13.2.

### 12.3 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.

### 12.4 Overtime and Public Holiday Payments

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

## 13.0 TERMINATION OF EMPLOYMENT

### 13.1 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 Ipswich City Council 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.

### 13.2 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 week's 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 week's notice, or in lieu of such notice, one week's wages shall be paid or deducted.

Casual employees may be dismissed without notice.

Employees who engage in misconduct may be dismissed without notice.

### 13.3 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, Ipswich City 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.

## **14.0 INTRODUCTION OF MAJOR CHANGE**

### **14.1 Council's Duty to Consult**

- (a) Prior to Ipswich City Council making a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Ipswich City Council 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 Ipswich City Council'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) Ipswich City Council 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, Ipswich City Council shall provide in writing to the employees concerned and the relevant Union all relevant information about the changes including the nature of the changes proposed the expected effects of the changes on employees and any other matters likely to affect employees provided that ICC shall not be required to disclose confidential information the disclosure of which would not be in ICC's interests.

## **15.0 REDUNDANCY**

### **15.1 Discussions Before Terminations**

- (a) Prior to Ipswich City Council making 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.

Ipswich City Council shall hold discussions with the employees directly affected and with the relevant union/s accordance with Clause 14.1.

### **15.2 Transfer to Other Duties**

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

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

### **15.3 Time Off Work During the Notice Period**

- (a) During the period of notice of termination given by Ipswich City Council 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 Ipswich City Council, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

#### **15.4 Notification to Centrelink**

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

#### **15.5 Outplacement Course**

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

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

#### **15.6 Appointment to Positions**

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

- (a) If such employee applies for and is appointed to a position within Ipswich City Council, the appointment will be deemed to be redeployment and the provisions of Clause (15.2) and Clause (15.7) 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 Ipswich City Council or apply for the entitlements to severance pay provided by Clause (15.7). Where such employee's application for a position is not successful an offer of severance pay will be made forthwith except as provided for under 15.7(c).

#### **15.7 Severance Pay**

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

- (a) Payment equal to the employee's ordinary time earnings for 2 weeks for every year of continuous service in Local Government and a proportional amount for an incomplete year of service calculated on total full time equivalent years of service subject to a maximum equivalent to 52 weeks ordinary time earnings, plus an additional payment equal to the employee's ordinary time earnings for 13 weeks (the additional payment).
- (b) Where the employee is offered and accepts redeployment to another position, the employee will commence work in the redeployed position on the day following the offer. If the employee then decides within 4 weeks of the offer of redeployment, that they would prefer to be terminated the employee will be entitled to a severance payment in accordance with Clause 15.7 (a).
- (c) Where an employee is redeployed into another position, such employee may after 4 weeks, but within 13 weeks of the date of being redeployed, request to be terminated and this request will be agreed to. The employee will be entitled to severance payment in accordance with Clause 15.7 (a) however, the employee will not be entitled to the additional payment.

- (d) Where Ipswich City Council decides with due cause that the redeployment of an employee to another position is unsuccessful within 13 weeks of the date of redeployment, the employee will be terminated and will be entitled to severance payment made in accordance with Clause 15.7 (a) however the additional payment will be reduced on a pro rata basis for each completed week in the redeployed position.

### **15.8 Employee Leaving during the Notice Period**

An employee whose employment is terminated on the grounds of redundancy may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had they remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

### **15.9 Alternative Employment**

Where Ipswich City Council secures an offer of suitable alternative employment for an employee whose employment has been made redundant, the employee will not be entitled to a severance payment in accordance with clause (15.7), 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 Ipswich City Council 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 Ipswich City Council.

### **15.10 Exemption from Redundancy Clause**

This redundancy clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks.

### **15.11 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 Ipswich City Council should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

## **16.0 UNION ENCOURAGEMENT**

ICC shall establish mutually agreed procedures through the Ipswich City Council 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 are to be made available by Ipswich City Council 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 dispute's procedure contained in the relevant award.

## **17.0 UNION DELEGATES**

In establishing an appropriate relationship between Ipswich City Council 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 Ipswich City Council, be recognised as the accredited representative of the union. Council 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) Ipswich City Council 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 Ipswich City Council's premises, provided that such notices are authorised by the union and deal with legitimate union matters.
- (g) Ipswich City Council shall advise new employees as to who the relevant union delegate/s are on site and allow the union delegate adequate time during induction sessions to discuss the role of the union. If induction sessions are not held, where practicable ICC shall introduce the new employee to the relevant union delegate.
- (h) A Council Union Delegate or elected workplace representative, with approval of the Union and Council shall be granted up 38 hours leave with pay each calendar year, non-cumulative, to attend approved union training courses/seminars, or other meetings agreed to by Council which are designed to promote good industrial relations and industrial efficiency within the workplace.

## **Part 3 – Remuneration**

### **18.0 SALARY CLASSIFICATIONS**

#### **18.1 Characteristics of Classification Levels**

##### **Grade 1**

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

##### **Grade 2**

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

##### **Grade 3**

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

##### **Grade 4**

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

##### **Grade 5**

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

## 18.2 Juniors

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

- (a) Juniors Under 18 70%

## 19.0 SALARY

Effective the first full pay period on or after certification of this Agreement, Ipswich City Council will pay each employee covered by this Agreement a lump sum payment of \$500.

The Council agrees to pay employees a wage/salary increase, as detailed below, during the term of this Agreement and the wage/salary increase will be applied on the first full pay period following the specified date.

Date of Increase	Increase Amount
1 October 2018	2.75% or \$25 per week or CPI (whichever is greater)
1 October 2019	2.5% or \$25 per week or CPI (whichever is greater)
1 October 2020	2.5% or \$25 per week or CPI (whichever is greater)

CPI means the annual June quarter ABS 6401.0 All Group Consumer Price Index for Brisbane published by the Australian Bureau of Statistics.

**Table 1- is reflective of wage increases in accordance with Clause 19. Where CPI increases are applied, due to such increases being greater, Table 1 would need to be revised accordingly.**

Grade	2.75% increase commencing from first pay period on or after 1 October 2018			2.5% increase commencing from first pay period on or after 1 October 2019			2.5% increase commencing from first pay period on or after 1 October 2020		
	Base Wage (Annual)	Base Wage (Hourly)	Casual	Base Wage (Annual)	Base Wage (Hourly)	Casual	Base Wage (Annual)	Base Wage (Hourly)	Casual
Grade 1	\$ 47,265	\$ 23.94	\$ 29.44	\$ 48,565	\$ 24.58	\$ 30.23	\$ 49,865	\$ 25.24	\$ 31.04
Grade 2	\$ 48,280	\$ 24.44	\$ 30.06	\$ 49,580	\$ 25.09	\$ 30.86	\$ 50,880	\$ 25.75	\$ 31.67
Grade 3	\$ 52,909	\$ 26.78	\$ 32.93	\$ 54,232	\$ 27.45	\$ 33.76	\$ 55,588	\$ 28.13	\$ 34.60
Grade 4	\$ 57,878	\$ 29.29	\$ 36.03	\$ 59,325	\$ 30.02	\$ 36.93	\$ 60,808	\$ 30.77	\$ 37.85
Grade 5	\$ 62,453	\$ 31.61	\$ 38.87	\$ 64,014	\$ 32.40	\$ 39.85	\$ 65,615	\$ 33.21	\$ 40.84

**20.0 REMUNERATION PAYMENTS****20.1 Period**

The parties agree that remuneration payments will be made weekly.

**20.2 Method**

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

**20.3 Manner**

Where payments are made by EFT, Ipswich City Council 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.

**20.4 Payment on Termination**

Where an employee's employment is terminated by either Ipswich City Council or by the employee, (where the employee has given notice in accordance with this agreement), all monies due to the employee from Council 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.

**20.5 Union Dues**

Ipswich City Council 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.

**21.0 SUPERANNUATION CONTRIBUTIONS**

Ipswich City Council shall contribute on behalf of each employee, to a compliant superannuation fund of the employee's choosing, an amount as specified in the Local Government Act 2009 (as amended). In an event that the employee does not make a choice of superannuation fund, the default superannuation fund will be Local Government Superannuation Plan (Qld) (LGIA Super).

**22.0 SALARY PACKAGING**

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

**PART 4 – HOURS OF WORK****23.0 ORDINARY HOURS OF WORK**

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

Ordinary hours of work may be worked 5 out of 7 days per week or 10 out of 14 days per fortnight including Saturday and Sunday without the payment of overtime rates.

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

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

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

#### **24.0 WEEKEND PENALTY**

Ordinary hours worked on a Saturday or Sunday shall incur a 30% penalty rate on top of the applicable ordinary hourly rate. This penalty is not to be applied for all purposes.

#### **25.0 LATE WORK PENLTY**

An employee who is required to work any ordinary hours between 12.00am and 6.00am Monday to Friday, inclusive, shall be paid an additional \$2.85 per hour for any hour or part thereof worked within those hours. This penalty is not to be applied for all purposes.

#### **26.0 OVERTIME**

##### **26.1 Normal Work Days**

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

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

##### **26.2 Saturdays**

Overtime worked on Saturday shall be paid for at the rate of time and a half for the first 3 hours and double time thereafter with a minimum payment of 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.

##### **26.3 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.

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

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

#### **27.0 MEAL BREAKS**

##### **27.1 Duration**

Employees required to work for more than 6 hours continuously, excluding a rest pause, will be entitled to a meal break of not less than 30 minutes and not more than one hour.

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

##### **27.2 Working During Meal Break**

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

### **27.3 Meal Breaks during Overtime**

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

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

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

### **28.0 REST PAUSES**

Rest pauses shall be in accordance with the Award.

## **PART 5 – STATUTORY HOLIDAYS, LEAVE**

### **29.0 STATUTORY HOLIDAYS**

#### **29.1 Christmas, New Year, Easter, Anzac Day and Australia Day**

All work done by any employee on Good Friday, Christmas Day Anzac Day, New Years Day, Australia Day, Easter Saturday (the day after Good Friday), Easter Sunday, Easter Monday, the birthday of the Sovereign, and Boxing Day and a day reserved for the Ipswich show holiday or any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday, shall be paid for at the rate of double time and a-half with a minimum of 4 hours.

#### **29.2 Labour Day**

All employees covered by this Agreement shall be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee shall be paid a full day's wage for that day and in addition a payment for the time actually worked at one and a-half times the ordinary rate prescribed for such work with a minimum of 4 hours.

#### **29.3 Work Outside Normal Times**

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

### **29.4 Stand Down**

#### **29.4.1 Christmas**

Any and every employee who, having been dismissed or stood down by Ipswich City Council during the month of December in any year, shall be re-employed by Ipswich City Council at any time before the end of the month of January in the next succeeding year shall, if that employee shall have been employed by Council for a continuous period of two weeks or longer immediately prior to being so dismissed or stood down, be entitled to be paid and shall be paid by Council (at the ordinary rate payable to that employee when so dismissed or stood down) for any one or more of the following holidays, namely Christmas Day, Boxing Day, and the first day of January occurring during the period on and from the date of their dismissal or standing down to and including the date of their re-employment.

Ipswich City Council shall nominate one day during the Christmas - New Year period, as a day which rostered employees are entitled to take off work with pay and without applying for any other forms of leave. Employees may accrue up to three (3) days in form of TOIL (TOIL shall be time for time), overtime or banked RDO's, for the specific purpose of taking this time off during the period. Staff whose RDO's or who are on leave at this time will be credited with one (1) additional day leave to be used when best fits operational requirements. Employees who are required to work on this day will be paid ordinary rates and that day will be taken at another time as agreed by the Supervisor.

#### **29.4.2 Easter**

Where works are closed down at the Easter period, payment shall be made for the following holidays at ordinary rates to employees (excluding Casuals) who have been employed for a period of not less than three months: Good Friday and Easter Monday.

Provided that the qualification of three months' prior employment above shall not apply to deprive an employee of payment for Good Friday and Easter Monday where the period between Christmas and Easter is less than three months, if such employee has been continuously engaged between Christmas and Easter and is re-engaged on re-opening the works after Easter.

#### **29.4.3 Substitution of Holidays**

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

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

### **30.0 HIGHER DUTIES**

An employee primarily engaged to perform duties and responsibilities at a higher level than their usual classification/wage level shall be entitled to payment at the higher level for the period of time they are undertaking the duties and responsibilities.

### **31.0 ANNUAL LEAVE**

#### **31.1 Entitlement**

##### **31.1.1 Amount of Annual Leave**

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

##### **31.1.2 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.

##### **31.1.3 Applicable Pay Rate**

Ipswich City Council shall, subject to Clause (31.4) of this clause, will pay annual leave at the ordinary rate payable to the employee concerned immediately prior to taking that leave under this Agreement.

Employees will be paid any accrued but untaken annual leave on termination of employment calculated in accordance with Clause (31.4).

#### **31.2 Annual leave accrual**

- (a) Annual leave shall not accrue for approved absences in excess of 3 months 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.

### **31.3 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.

### **31.4 Calculation of Annual Leave**

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

### **31.5 Leave Debits**

Annual Leave Debits will be equivalent to the ordinary hour's 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.

### **31.6 Requirement to Take Leave**

Annual leave shall be granted at a time agreed between Ipswich City Council and the employee. ICC may direct an employee to take annual leave on at least 8 weeks notice.

## **32.0 SICK / CARERS' LEAVE**

### **32.1 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.

### **32.2 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 Ipswich City Council.

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 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

### **32.3 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.

### **32.4 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.

### **32.5 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 Ipswich City Council.

### **32.6 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 consecutive 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 or long service leave entitlement shall be adjusted accordingly.

### **32.7 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.

**32.8 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) Ipswich City Council 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.

**32.9 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.

**33.0 LONG SERVICE LEAVE****33.1 Entitlement**

Subject to the provisions of Clause (33.7) 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.

**33.2 Continuous Service**

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

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

### **33.3 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.

### **33.4 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.

### **33.5 Future Defence Services**

Upon enlistment in Her Majesty's Armed Forces for active war service of any employee employed under this Agreement, Ipswich City Council 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.

### **33.6 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 Ipswich City Council, 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.

### **33.7 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.

### **33.8 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 Ipswich City Council as ordinary time.

### **33.9 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.

### **33.10 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.

### **33.11 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.

### **33.2 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, Ipswich City Council 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.

### **33.3 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, Ipswich City Council 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.

### **34.0 PARENTAL LEAVE**

Employees who are eligible for parental leave in accordance with the terms specified in the 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 employee's sick leave credits.

Access to the additional optional 2 weeks leave is conditional upon the employee having a sufficient sick leave balance so as 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.

## **35.0 BEREAVEMENT LEAVE**

### **35.1 Applicability**

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

### **35.2 Special circumstances**

Where special circumstance exists, 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.

### **35.3 Unpaid entitlement by agreement**

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

## **36.0 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.

## **37.0 ATTENDANCE AT AUSTRALIAN DEFENCE FORCE RESERVE TRAINING AND ACTIVITIES**

Upon determination that operational requirements and business needs are able to be met, Ipswich City Council 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.

### **38.0 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 Ipswich City Council for the conduct of such assistance or work undertaken by the employee during the secondment, or for any expenses incurred.

### **39.0 NATURAL DISASTER AND EXTREME WEATHER LEAVE**

When a situation occurs where an employee is affected as a result of a Natural Disaster (including an undeclared natural disaster) or Extreme Weather Event caused by but not limited to, a natural flood, cyclone, bushfire, tsunami or earthquake events, the employee shall be granted leave without loss of pay for up to a maximum of two (2) days per year (non-cumulative) and such leave is subject to approval by the CEO or delegate.

Paid leave under this clause would apply where employees are unable to:

- report to work at any of Council's depots or premises from which that employee's duties are conducted by means of plant and/or equipment being stationed there and perform their required or alternative duties or attend training;
- work remotely (e.g. from home); or
- where continuing to work under extreme conditions is inadvisable due to Work Health and Safety considerations and the employee is required to leave the work site and return home.

Natural Disaster/Extreme Weather Leave is approved to allow employees effected to undertake the following activities:

- ensure protection of family, property and livestock;
- secure their residence and belongings;
- undertake temporary or emergency repairs; and/or
- clean up to restore dwelling to a habitable state.

In situations other than natural disasters or extreme events where an employee is required to return home, they must seek approval to leave work and will be eligible to access flexitime (if available) or other forms of accrued leave excluding personal leave (this exclusion will not apply to situations encompassed by the entitlement to personal leave in the Act).

## **PART 6 – MISCELLANEOUS PROVISIONS**

### **40.0 WORKPLACE HEALTH AND SAFETY**

#### **40.1 Rehabilitation**

Ipswich City Council 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, Ipswich City Council Occupational Therapist, ICC's Workplace Health and Safety Board and Rehabilitation Co-ordinators.

Ipswich City Council 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 Council 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 Ipswich City Council Consultative Committee prior to adoption.

#### **40.2 Incident Reporting and Investigation**

Employees shall report every accident, incident or potentially hazardous situation to Supervisors and/or Workplace Health and Safety representative in accordance with applicable legislation and assist with any ensuing investigation. The Supervisors are to report to the Workplace Health and Safety Manager all accidents and incidents as soon as possible.

#### **40.3 Risk Assessment**

- (a) Risk assessment is to be conducted by Supervisors prior to and during performance of any tasks in accordance with applicable legislation. The risk assessments shall be recorded and forwarded by the Supervisor for recording and filing by the Workplace Health and Safety Manager.
- (b) Employees are to comply with any control measures and/or wear appropriate personal protective equipment which has been identified by the risk assessment to ensure their health and safety.

#### **41.0 POLICIES AND PROCEDURES**

Employees must comply with Ipswich City Council 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 Ipswich City Council Consultative Committee before implementation.

#### **42.0 TIME AND REMUNERATION RECORDS AND RIGHT OF ENTRY**

Ipswich City Council shall keep time and remuneration records in accordance with the *Industrial Relations Act 2016 (Qld)*.

Any duly authorised officer of the relevant union is permitted to enter each office or depot of Ipswich City Council 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 Ipswich City Council 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.

#### **43.0 RECOGNITION OF SERVICE**

That any employee, who has completed 20 years continuous service with Ipswich City Council (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 Ipswich City Council (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.

<b>Term</b>	<b>Meaning</b>
Agreement	The Ipswich City Council Local Government Civic Centre Employees Certified Agreement 2018

<b>Term</b>	<b>Meaning</b>
Applicable Award	Local Government (Stream B) Award – State 2017
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 affected and the period over which any change may be intended
ICC	Ipswich City Council ABN 61 461 981 077
Ordinary Time Earnings	The actual ordinary rate of pay the employees receive for their ordinary hours of work including shift loadings where applicable. Ordinary time earnings shall not include overtime, penalty rates, or any other extraneous payments of a like nature, unless stated as part of this Agreement.
Queensland Local Government	Any Local Governments and Joint Boards (within the meaning of the Local Government Act 2009, excluding Brisbane City Council), who are respondents to those Awards to which this Agreement applies.
Remuneration	Payment made for services rendered which includes all types of wage and non-wage payments, reward payments for the performance of some specific task, benefits such as provision of a council vehicle.
The Act	Industrial Relations Act (Qld) 2016
Unions	The unions party to this agreement, jointly or individually as the context requires

SIGNATORIES TO THE IPSWICH CITY LOCAL GOVERNMENT CIVIC CENTRE EMPLOYEES CERTIFIED  
AGREEMENT 2018

Charlie Dill  
IPSWICH CITY COUNCIL  
, Chief Executive Officer

Roxanne Dean  
Witness

Roxanne Dean  
Name of Witness (Print)

**Union Secretaries (or delegates) sign below**

Signed for and on behalf of the	}	
UNITED VOICE, INDUSTRIAL UNION	}. Gary Bullock	
OF EMPLOYEES, QUEENSLAND,		
AUSTRALIA	} Gary Bullock	
	}	(Print Name)
	}	
	} Secretary	
	}	(Title)
	}	.....
		(Date)
In the presence of	} .Evanna Beljak	
	}	
	} Evanna Beljak	
	}	(Print Name of Witness)