

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

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

**Ipswich City Council**

AND

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

AND

**The Australian Workers' Union of Employees, Queensland**

*(Matter No. CB/2025/27)*

**IPSWICH CITY COUNCIL RESOURCE RECOVERY DRIVERS CERTIFIED  
AGREEMENT 2024**

**Certificate of Approval**

On 20 May 2025, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:** **IPSWICH CITY COUNCIL RESOURCE RECOVERY  
DRIVERS CERTIFIED AGREEMENT 2024**

**Parties to the Agreement:**

- Ipswich City Council
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch)
- The Australian Workers' Union of Employees, Queensland

**Operative Date:** 20 May 2025

**Nominal Expiry Date:** 1 July 2027

**Previous Agreement:** *Ipswich City Council Resource Recovery Drivers Certified Agreement 2021*

**Termination Date of Previous Agreement:** 20 May 2025

By the Commission

S.C. PIDGEON  
Industrial Commissioner  
20 May 2025



IPSWICH CITY COUNCIL RESOURCE RECOVERY DRIVERS CERTIFIED AGREEMENT 2024

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## **Part 1 - Preliminary**

### **1.0 TITLE**

This Agreement shall be known as the Ipswich City Council Resource Recovery Drivers Certified Agreement 2024.

### **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 July 2027.

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

To the extent of any inconsistency this Agreement shall override and replace *the Queensland Local Government Industry (Stream B) Award - State 2017*.

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

### **4.0 RENEGOTIATION OF A REPLACEMENT CERTIFIED AGREEMENT**

The parties undertake to commence discussions on a replacement certified agreement three (3) months prior to the nominal expiry of this agreement.

As part of these discussions, the parties commit to discussing one agreement to cover ICC's workforce.

### **5.0 NO EXTRA CLAIMS**

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

### **6.0 WHO IS COVERED BY THIS AGREEMENT**

This Agreement is binding on:

- the Ipswich City Council (ICC);
- ICC's employees covered by the classifications contained in this Agreement (the employees);
- the Transport Workers' Union of Australia, Union of Employees (Queensland Branch);
- the Australian Workers' Union of Employees, Queensland.

### **7.0 RESOURCE RECOVERY LOCAL CONSULTATIVE COMMITTEE**

The Resource Recovery Local Consultative Committee (RRLCC) shall provide for equal representation of both RRLCC management and employee representatives. The RRLCC will meet bi-monthly as a minimum.

The Committee will monitor the effective implementation of the Agreement. Matters in respect of the Agreement which have been dealt with by the Grievance and Dispute Settlement Procedure Clause may, if appropriate, be referred to the RRLCC. The committee will agree on the terms of reference.

## **8.0 AVAILABILITY OF AGREEMENT**

ICC shall ensure that an up-to-date copy of this Agreement is readily available for perusal by employees. A copy of the Agreement will be placed at the Depot lunchroom and online. 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.

## **9.0 GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURES**

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

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

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

1. The employee is to notify (in writing or otherwise) the Supervisor/Section Manager of the nature of the grievance and the remedy being sought. If, however, the dispute relates to, or directly involves the employee's Supervisor/Section Manager, 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 from next availability.
3. If the matter is not resolved at this meeting, the employee may request the Supervisor to refer the matter to the Branch Manager. 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 General Manager. 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, the status quo 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 RRLCC or the employee's local delegate of the relevant union.

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

### **10.0 DUTIES AND RESPONSIBILITIES**

- 10.1 Employees must carry out such duties as are reasonably within their skill, competence, relevant licences, certification and training, provided it is safe to do so.
- 10.2 Employees must remain contactable by their supervisor by two-way radio or other means provided by Council. The employee may be directed to perform other collection activities or duties after they have completed their allocated run.

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

- (a) Drivers will report any damaged bins or collection issues to the Supervisor prior to finishing work on the same day.
- (b) Drivers will ensure they maintain a high standard of external vehicle appearance, and that cabins are kept clean and tidy at all times.
- (c) Drivers will be responsible for conducting pre-start checks in accordance with agreed checklists and reporting safety concerns on their assigned vehicle every morning prior to leaving the depot.
- (d) Drivers will report to the Supervisor, any malfunction of the vehicle as soon as it becomes apparent including equipment and systems.
- (e) Employees are to participate in the formation and adherence to a roster of annual leave and Public Holidays to ensure continuity of the service.

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

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

ICC will seek interest from employee wishing to upskill and prioritise those who have expressed interest in the training in the first instance. Requests for subsequent training undertaken will be reported at the RRLCC.

## **11.0 PROBATION**

Employees will initially be employed on probationary period of 6 months. Employees may be dismissed during the probationary period on one week's notice.

## **12.0 ENGAGEMENT**

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

## **13.0 PART-TIME EMPLOYMENT**

### **13.1 Definition**

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

### **13.2 Payment**

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



### **13.3 Overtime**

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

### **13.4 Leave Entitlements**

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

## **14.0 CASUAL EMPLOYMENT**

### **14.1 Definition**

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

A regular casual employee means a casual employee who is employed on a regular systematic basis for an ongoing period of at least 6 months. This includes to cover weekends and RDOs of rostered staff. A regular casual employee may elect to have his or her contract of employment converted to full time or permanent part time employment (provided he or she regularly works more than 15 hours per week). The employer will not unreasonably refuse the request. Council is not obligated to convert the employee to a part- time appointment where there are reasonable grounds. The number of casual staff will not exceed 10% of the establishment for the Resource Recovery team.

Reasonable grounds for refusal are where the employee:

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

### **14.2 Termination**

Termination of employment for a casual employee shall be as per Clause 20.2.

### **14.3 Payment and Leave Entitlements**

A casual employee shall be paid a loading of 25% in addition to the equivalent hourly rate for the classification under which they are engaged. The equivalent hourly rate shall be calculated based on a 38 hour rate for that classification.

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

### **14.4 Overtime and Penalty Payments**

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

## **15.0 USE OF CONTRACTORS**

### **15.1 Job Security**

The parties agree that:

ICC is committed to using its employees to provide services on a competitive basis.

Employment security is strengthened and maximised by the achievement of competitive performance in delivering ICC's corporate and operational plans through the strategies in the agreement, particularly the acquisition and the use of the broadest range of skills by employees. ICC will provide relevant training and support.

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

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

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

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

- in the event of critical shortages of skilled staff;
- where there is excess of work that cannot be accommodated by ICC's workforce;
- where there is a requirement for urgent or specialised services;
- where there is a lack of available capital;
- extraordinary or unforeseen circumstances; or
- it can be clearly demonstrated that it is in the public interest that such services should be contracted out.

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

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

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

If, after full consultation with unions and employees, employees are affected by a decision to contract out or lease current services, ICC will ensure the maximum opportunity to accept retraining and / or redeployment in Council or accept redundancy in accordance with the provisions of clause 21 Redundancy of this Agreement shall apply.

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

In these circumstances ICC will ensure that:

- (a) Prior to the commencement of a new contractual arrangement for the provision of services for works of a value greater than \$500,000 ICC will advise the relevant unions of the details of the contractor, the type of work to be undertaken and the location of the work

(b) When assessing tenders or quotations for the use of contractors, ICC will require the contractor to confirm that the contractor will:

- Meet quality assurance requirements of the contract;
- Meet all relevant workplace health and safety regulations and requirements;
- Comply with the relevant Award or industrial instrument under which the employee is engaged by the contractor;
- Meet all relevant Federal, State or Local Government Legislation or local laws.

## **16.0 RECRUITMENT OPPORTUNITIES – CONTINGENT WORKFORCE**

Vacant positions which are advertised internally by ICC will be open to applications from labour hire (agency contractors) who have been engaged by ICC for a period of 12 weeks 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.

## **17.0 TRAVELLING ARRANGEMENTS**

### **17.1 Transfer from One Depot to Another**

- (a) Employees shall be required to commence work from any of Council's depots, provided that at least three (3) working days prior written notification of such arrangements is given to the employee by Council Management, which shall include the commencement date at the new location and the likely duration of the transfer. No travelling or private vehicle usage provisions shall apply under these circumstances. When an employee would be adversely disadvantaged in such circumstance, in regard to travel arrangements, Council management shall give special consideration to that employee.
- (b) In the event of a permanent depot transfer, an employee will be provided with 21 days' notice of the transfer. If the employee seeks to transfer sooner than this, they may request this through their Supervisor.

## **18.0 OWNER-DRIVERS**

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

## **19.0 SUPPLY OF WORK CLOTHING**

Full time, part time and casual employees will be issued with:

- 5 long sleeved shirts
- 5 pairs trousers (or shorts where Workplace Health and Safety Manager approval is provided)
- 1 safety vest
- 1 broad brimmed hat
- 1 jacket
- 1 pair of safety boots
- 1 rain jacket
- Or any other equipment as approved by the Section Manager.

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

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

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

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

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

## **20.0 TERMINATION OF EMPLOYMENT**

### **20.1 Notice of Termination by Employee**

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

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

### **20.2 Notice of Termination by Council**

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

Period of Continuous Service	Period of Notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

In addition to the notice above, employees over 45 years of age at the time of giving notice and with not less than two years continuous service, shall be entitled to one additional weeks' notice.

Payment in lieu of notice shall be made if the appropriate notice is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof. In calculating any payment in lieu of notice the ordinary time rate of pay for the employee concerned shall be used.

Provided that an employee who has been engaged for a specific period of time or for a specific task or tasks, shall be given one weeks' notice, or in lieu of such notice, one 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.

### **20.3 Absent Without Leave**

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

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

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

## **21.0 CONSULTATION – INTRODUCTION OF MAJOR CHANGE**

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

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

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

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

- (c) Any dispute arising under clause 21.0 shall be dealt with in accordance with clause 9.0 Grievance and Dispute Settlement Procedures.

## **22.0 REDUNDANCY**

### **22.1 Discussions Before Terminations**

- (a) Prior to ICC making a final decision that it no longer wishes:
- the job an employee has been doing to be done by anyone, which leads to a permanent reduction in establishment numbers; or
  - more than 50% of the core work of the job an employee has been doing to be done by anyone; and
  - this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment.

ICC shall consult in accordance with Clause 21 Consultation – Introduction of Major Change.

- (b) The discussions shall take place prior to ICC making a definite decision to terminate an employee's employment on the grounds of redundancy and will include any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned of any terminations.
- (c) For the purposes of the discussion ICC shall, as soon as practicable, provide in writing to the employees concerned all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that ICC shall not be required to disclose confidential information the disclosure of which would not be in ICC's interests.

## **22.2 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.

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

- (a) During the period of notice of termination given by ICC an employee shall be allowed up to one (1) days' 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 one (1) day during the notice period for the purpose of seeking other employment, the employee shall, at the request of ICC, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

## **22.4 Outplacement Course**

Where an employee is dismissed on the grounds of redundancy the employee will be given access to Outplacement Services and training at ICC's expense to a total combined value of \$3,000 with a Council approved outplacement service provider.

## **22.5 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 ICC, the appointment will be deemed to be redeployment and the provisions of clause 22.2 and clause 22.6 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 General Manager, such employee must, within eight (8) weeks of receiving notice of termination of employment, apply for or be appointed to, a position in ICC or apply for the entitlements to severance pay provided by clause 22.6. Where such employee's application for a position is not successful an offer of severance pay will be made forthwith except as provided for under clause 22.6.

## **22.6 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 two (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 four (4) weeks of the offer of redeployment, that they would prefer to be terminated the employee will be entitled to a severance payment in accordance with clause 22.6 (a).

(c) Where an employee is redeployed into another position, such employee may after four (4) weeks, but within 13 weeks of the date of being redeployed, request to be terminated and this request will be agreed to. The employee will be entitled to severance payment in accordance with clause 22.6 (a) however, the employee will not be entitled to the additional payment.

(d) Where ICC decides with due cause that the redeployment of an employee to another position is unsuccessful within 13 weeks of the date of redeployment, the employee will be terminated and will be entitled to severance payment made in accordance with clause 22.6 (a) however the additional payment will be reduced on a pro rata basis for each completed week in the redeployed position.

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

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

#### **22.8 Alternative Employment**

Where ICC secures an offer of suitable alternative employment for an employee whose employment has been made redundant, the employee will not be entitled to a severance payment in accordance with clause 22.6, whether or not the employee accepts the offer of employment.

A suitable offer of employment is one where:

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

#### **22.9 Exemption from Redundancy Clause**

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

#### **22.10 Employees with Less than 12 Months Service**

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

### **23.0 UNION ENCOURAGEMENT**

ICC shall establish mutually agreed procedures through the Joint 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 ICC as provided by the relevant union. Union representatives shall be given access to new employees at engagement and induction so as to facilitate the encouragement of union membership. Any dispute arising under the clause including claims that an employer has not met his obligations shall be dealt with in accordance with the disputes procedure contained in the relevant award.

## **24.0 UNION DELEGATES**

In establishing an appropriate relationship between ICC and the union/s and as part of encouraging employees to join and remain members of the relevant union the following shall apply:

- a) A person elected or appointed as a union delegate shall, upon notification to ICC, be recognised as the accredited representative of the union. ICC will not unreasonably limit delegates attendance at Union meetings/conferences. The Union shall provide reasonable notice of proposed attendance and seek for the leave required to attend.
- b) A union delegate shall have the right to discuss work related matters which are of concern to any employee or to convey information relating to the workplace to employees provided that the union delegate shall advise the supervisor, not unduly interfere with the work in progress.
- c) A union delegate shall be allowed a reasonable period of time during work hours to consult with an authorised official of the union provided that this does not unduly interfere with the work in progress.
- d) ICC shall provide the union delegate with access to a telephone (where practicable) to contact the union official to progress enquires on behalf of a member on work related matters.
- e) The union delegate shall be provided with suitable office facilities, such as word processor, telephone, email, internet access and photocopier and reasonable time to enable the union delegate to attend to union duties.
- f) The union delegate shall have the right to place notices on notice boards at ICC's premises, provided that such notices are authorised by the union and deal with legitimate union matters.
- g) ICC shall advise new employees as to who the relevant union delegate/s are on site and allow the union delegate adequate time during induction sessions to discuss the role of the union. If induction sessions are not held, where practicable ICC shall introduce the new employee to the relevant union delegate.
- h) A Council Union Delegate or elected workplace representative, with approval of the Union and Council, shall be granted up to 10 working days 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.
- i) Additional paid leave to attend nominated trade union training courses may be granted subject to discussion and approval with the Section Manager.

## **Part 3 – Remuneration**

### **25.0 SALARY CLASSIFICATIONS**

#### **25.1 Level A — Resource Recovery Driver – Training entry level / Initial Appointment**

The wage for this role shall be paid at the rate indicated in clause 26 Table 1. This wage shall be maintained until progression to Level B. This wage rate will not apply to persons employed as Trainees.

Progression to Level B Resource Recovery Driver - Qualified will be determined through assessment by a nominated ICC Trainer and/or Assessor. The driver will progress to Level B, where it is assessed that the driver is competent to undertake a run and undertake their duties without supervision (i.e. another driver assisting in the truck with them).



### **25.1.1 Level A1 – Resource Recovery Driver – Bin Yard, Repair and Delivery**

The wage for this role shall be paid at the rate identical to Level A. This wage shall be maintained until progression to Level B. This wage rate will not apply to persons employed as Trainees.

Level A1 is specific to activity related to the supply and maintenance of all domestic and commercial bins, from 30 litre litter bins through to 8 metre industrial cage bins. Other activities will entail dead animal collection and upkeep of the bin yard.

Performance of the role requires a minimum of a Medium Rigid (MR) Driver's license, High Risk Work (HRW) LF Licence Forklift Truck licence, and a requirement to undertake competency training in crane operations or have a Vehicle Loading Crane HRW Licence.

Progression to Level B Resource Recovery Driver - Qualified will be determined through assessment by a nominated ICC Trainer and/or Assessor, noting this would require a minimum of a Heavy Rigid Drivers Licence.

The driver will progress to Level B, where it is assessed that the driver is competent to undertake a run and undertake their duties without supervision (i.e. another driver assisting in the truck with them).

### **25.2 Level B – Resource Recovery Driver – Qualified**

The Resource Recovery Driver - Qualified wage shall be paid to a driver who is assessed as competent by a nominated ICC Trainer and/or Assessor at the rate indicated in clause 26 Table 1. This wage shall be maintained until progression to Level C - Resource Recovery Driver - Multi-Qualified.

To be classed as a Resource Recovery Driver - Qualified, the individual must be deemed competent, as described above, in at least one specific waste vehicle driving discipline, either Side Arm, Front Lift, Rear Lift, Roll On Roll Off, or Skip and been successfully deemed competent by an ICC Trainer and/or Assessor, and approved for progression by the Branch Manager.

Drivers deemed as a Resource Recovery Driver - Qualified will also:

Provide training as a driver trainer, as and when required (and receive training allowance as detailed in clause 28.4).

### **25.3 Level C – Resource Recovery Driver – Multi-Qualified**

The Resource Recovery Driver - Multi-Qualified wage shall be paid to a driver, assessed as competent by a nominated ICC Trainer and/or Assessor at the rate indicated in clause 26 Table 1. This wage shall be maintained until possible progression to Level D Resource Recovery Driver – Senior.

To be classed as a Resource Recovery Driver - Multi-Qualified, the individual must be competent as described above in at least two (2) specific waste vehicle driving disciplines, of either Side Arm, Front Lift, Rear Lift, Roll On Roll Off or Skip, and must have been successfully deemed competent by an ICC Trainer and/or Assessor, across each discipline, and approved for progression as per current delegation of authority.

Alternatively, Resource Recovery Drivers – Qualified, that have maintained employment for three (3) or more consecutive years but are only qualified in one vehicle type may also be graded as Resource Recovery Driver – Multi-Qualified, assuming they meet the remaining criteria of safety performance and approved for progression as per current delegation of authority.

Drivers deemed as Multi-Qualified will also:

- (a) Be available to provide services for any of the disciplines they are competent in.
- (b) Provide training as a driver trainer as and when required across any of the disciplines they are competent in (and receive training allowance as detailed in clause 28.4).
- (c) Have maintained continuous employment with ICC as a Resource Recovery Driver for a minimum of two (2) years.
- (d) Have maintained competency across signed off disciplines.
- (e) Have maintained a good safety record.

Condition (c) and (d) above may be waived (e.g. for a returning employee with significant experience) at Branch Manager discretion.

#### 25.4 Level D – Resource Recovery Driver – Senior

The Resource Recovery Driver - Senior wage shall be paid to a driver assessed as competent by a nominated ICC Trainer and/or Assessor at the rate indicated in clause 26 - Table 1.

To be classed as a Resource Recovery Driver - Senior, the individual must be competent as described above in more than three (3) specific waste vehicle driving disciplines, of either Side Arm, Front Lift, Rear Lift, Roll On Roll Off or Skip and must have been successfully deemed competent by an ICC Trainer and/or Assessor, across each discipline, and approved as per current delegation of authority.

Alternatively, Resource Recovery Driver – Multi Qualified, that have maintained employment for five (5) or more years but are qualified in two (2) vehicle types may also be graded as Resource Recovery Driver – Senior, assuming they meet the remaining criteria of safety performance and approved for progression as per current delegation of authority.

Drivers deemed as Resource Recovery Driver - Senior will also:

- (a) Be available to provide services for any of the disciplines they are competent in.
- (b) Provide training as a driver trainer, when required across any of the disciplines they are competent in.
- (c) Have maintained continuous employment with ICC as a Resource Recovery Driver for a minimum of three (3) years.
- (d) Have maintained competency across signed off disciplines.
- (e) Have maintained an excellent safety record.

Condition (c) and (d) above may be waived (e.g. for a returning employee with significant experience) at Branch Manager discretion.

## 26.0 SALARY

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

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

- (a) On 1 October 2024– 5%
- (b) On 1 July 2025 – 5%
- (c) On 1 July 2026 – 3.75%

The increase provided for in clause 26.0 (a) was paid to employees covered by this agreement in the pay week ending 27 January 2025.

*Ipswich City Council Resource Recovery Drivers Certified Agreement 2024*

**Table 1 - Remuneration**

	5% commencing from first pay period on or after 1 October 2024		5% commencing from first pay period on or after 1 July 2025		3.75% commencing from first pay period on or after 1 July 2026	
Level	PER ANNUM	PER WEEK	PER ANNUM	PER WEEK	PER ANNUM	PER WEEK
A	\$73,070	\$1,405	\$76,724	\$1,475	\$79,601	\$1,531
B	\$75,754	\$1,457	\$79,542	\$1,530	\$82,525	\$1,587
C	\$78,439	\$1,508	\$82,361	\$1,584	\$85,450	\$1,643
D	\$81,107	\$1,560	\$85,162	\$1,638	\$88,356	\$1,699

## 27.0 REMUNERATION PAYMENTS

### 27.1 Period

The parties agree that remuneration payments will continue to be made weekly until fortnightly pays are implemented during the life of this agreement.

ICC will target the implementation of fortnightly pays to be no later than 1 July 2026. So there is no doubt, fortnightly pays will commence in conjunction with the implementation of the 36.25 hour working week as provided in clause 30.0 of this agreement.

If ICC is not able to meet this timeframe, ICC will consult with the parties to this agreement.

It is agreed that the implementation of fortnightly pays will be a standing agenda item at the Joint Consultative Committee until they commence.

Employees covered by this agreement may request a one-off payment equal to the employee's ordinary weekly pay during the transition to fortnightly pays, which will be recuperated by ICC within 12 months of the request made by the employee. If an employee's employment with ICC ends before all monies are paid in full, any outstanding amount will be deducted from the employee's final pay inclusive of ordinary hours and accrued entitlements.

### 27.2 Method

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

### 27.3 Manner

Where payments are made by EFT, ICC shall take all reasonable steps to enable the payments to be transferred to the employee's account prior to the normal ceasing time on the nominated payday.

### 27.4 Payment on Termination

Where an employee's employment is terminated by either ICC or by the employee, (where the employee has given notice in accordance with this Agreement), all monies due to the employee from ICC shall be paid at the next available weekly pay cycle date.

Provided that, where due to the locality of a workplace or the intervention of week-ends or public holidays, and payment within 24 hours is not reasonably practicable, payment of monies due to the employee will be made at the earliest reasonable opportunity. Monies due to an employee who does not give notice in accordance with this Agreement shall be available to the employee at the earliest reasonable opportunity.

#### 27.5 Union Dues

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

### 28.0 ALLOWANCES

#### 28.1 Annualisation of Allowances

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

#### 28.2 On Call Allowance

Where an employee is directed to remain on call between Monday to Saturday, inclusive, during any day or night outside their ordinary working hours shall be paid \$420 per week or \$60.00 per day during which the employee remains on call. The on-call allowance will be increased in accordance with the salary increases specified in Clause 26 (b) and (c) of this Agreement.

Where an employee is directed to remain on call on any Sunday or public holiday, the employee shall be paid for such Sunday or public holiday a sum equal to their pay for an ordinary working day of 8 hours subject to the following conditions:

- (i) if the employee, whilst on call, is required to perform any work, the employee shall be paid for the time so worked at the relevant overtime rate and the on call payment shall be reduced by an amount bearing the same proportion to such sum as the time worked at overtime rates bears to the period of 8 hours (e.g. if 2 hours overtime is worked, the on call payment shall be reduced by the equivalent of 2 hours' pay calculated at the employee's ordinary time rate); and
- (ii) if the time worked by the employee at overtime rates is 8 hours or more, then the employee shall be entitled to receive payment for the time worked beyond 8 hours at the applicable overtime rate without any further reduction in the on-call payment.

An employee directed to remain on call must be able to be contacted and be able to respond within a reasonable period of time. An employee shall not be considered to be on call due solely to a customary arrangement whereby the employee returns to the employer's premises outside ordinary hours to perform a specific job.

#### 28.3 Meal Allowance

A meal allowance of \$16.93 shall be paid when more than 2 hours is worked after the cessation of the employee's ordinary rostered hours.

A meal allowance of \$16.93 shall be paid when more than 5 hours of continuous overtime is worked on a non- rostered day.

The meal allowance will be increased in accordance with the salary increases specified in clause 26 of this Agreement.

#### **28.4 Training Allowance**

A training allowance, of \$1.50 per hour, will be paid to Level B, C and D drivers when they are providing training to increase the competency of other Resource Recovery drivers. This training allowance will be paid as an hourly rate in addition to normal pay, only when training is occurring.

The training allowance will not increase in relation to overtime or other payment that may affect normal pay rates. No other benefits will be paid or accrued in relation to this payment.

The training allowance will be increased in accordance with the salary increases specified in clause 26 (b) and (c) of this Agreement.

#### **29.0 SUPERANNUATION CONTRIBUTIONS**

The rate of superannuation payable to an employee will not fall below what was payable under the Ipswich City Council Resource Recovery Drivers Certified Agreement 2021. ICC shall make contributions on behalf of each employee, to a compliant superannuation fund of the employee's choosing. If the employee does not make a choice of superannuation fund, the default superannuation fund will be Brighter Super.

#### **30.0 SALARY PACKAGING**

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

### **PART 4 – HOURS OF WORK**

#### **31.0 ORDINARY HOURS OF WORK**

The ordinary hours of work shall be an average of 38 hours per week, Monday to Friday between the span of hours of 4.00 am and 20.00 pm.

ICC will implement a 36.25 hour working week during the life of this agreement. ICC will target the implementation of the 36.25 hour working week to be no later than 1 July 2026.

If ICC is not able to meet this timeframe, ICC will consult with the parties to this agreement.

It is agreed that the implementation of the 36.25 hour working week will be a standing agenda item at the Joint Consultative Committee until it becomes operative.

##### **31.1.1 Hours of Work – 4 day Week Roster**

Employees will continue the 4-day week roster. The roster will rotate on a 5-week cycle, with employees working a 4-day work week (9.5-hour day) as follows:

WEEK	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1	✓	✓	✓	✓	
2		✓	✓	✓	✓

3	✓		✓	✓	✓
4	✓	✓		✓	✓
5	✓	✓	✓		✓

### 31.1.2 Scheduled Saturday and Sunday work

Due to the ongoing service demand in relation to the growth of the city, regular operations are often required on Saturdays and Sundays. To cater for this demand Council will seek volunteers from suitably qualified drivers as needed on Saturdays and Sundays to work the extra days as required.

All normal weekend penalty rates, as laid out in this agreement, will be applicable for Saturday and Sunday work.

It is expected that the provision of these days will be rotated across the suitably qualified drivers who have volunteered to be available to ensure equity. If sufficient volunteers are not available, management may seek to cover this operational demand, by in the first instance seeking further volunteers or using casual staff. Personal circumstances will be always taken into consideration.

### 31.1.3 Legislated Breaks

Drivers, to ensure they meet all legislated requirements, must take all legislated breaks, as specified under the *Transport Operations (Road Use Management) Act 1995* (TORUM). The two 15-minute TORUM breaks required, may be combined into one 30-minute break and taken by employees at a time determined by Council.

TORUM breaks will be taken, so as to replace the unpaid meal break of 30 minutes, in accordance with clause 33.

### 31.1.4 Backfill Arrangements

In the event of there being a need to backfill a driver. Council will in the first instance provide the option to a full-time driver to work an additional shift to cover the shortage.

### 31.1.5 Alteration to Hours of Work

Roster start and ceasing times may be altered by up to 1 hour through consultation and agreement with the majority of employees and/or the relevant union.

No party will unreasonably withhold their agreement to a proposal. Where agreement cannot be reached either party may escalate the matter in accordance with the Grievance and Dispute Settlement Procedures as detailed at clause 9 of this Agreement.

### 31.1.6 Payment for Hours Worked

Employees working the 4-day week roster will be paid their weekly ordinary hours as if they worked 38 hours each week. This is to allow for peaks and troughs in rostered hours over the cycle and to maintain a stable weekly wage for employees.

## 31.2 Changes to Rosters

Rosters may be changed by agreement between Council and the employee/s and relevant union. No party will unreasonably withhold their agreement to a proposal.

### **31.3.1 Emergencies**

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

### **31.3.2 Amendment to Span of Hours**

The spread of hours prescribed in clauses 31.0, 31.1.1 may be altered as to all or a section of employees provided there is agreement between ICC, unions and the majority of employees concerned. Provided that where special circumstances such as tidal or flood waters, traffic flows, climatic conditions or emergency response necessitate work outside the span of hours on a particular job or project such work may be done outside the span of hours and rosters altered with immediate effect without payment of overtime. The maximum number of ordinary daily hours shall not be exceeded.

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

### **31.4 Starting and Finishing Times to be Observed**

Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time. A break of five minutes shall be permitted prior to knock off to enable employees to clean their person.

### **31.5 Training Days**

Under this agreement drivers commit to attending dedicated training days/sessions, across the course of any given year.

Best endeavours will be made to schedule these days in the most efficient and sensible manner and provide at least two (2) weeks' notice of any dedicated training activity, falling outside normal hours.

If this training falls outside normal rostered hours all normal overtime and additional remuneration will apply. Where applicable and appropriate, training may be given via online courses. These may be completed from home if appropriate information technology is available, however these will be time limited to no more than 50% of any annual training requirements. These sessions may be completed in sections.

### **31.6 Make Up Time**

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

## **32.0 OVERTIME**

### **32.1 Normal Work Days (Monday to Friday)**

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

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

### **32.2 Saturdays**

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

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

### **32.3 Sundays**

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

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

### **32.4 Working on Statutory Holidays**

All work done on statutory holidays shall be paid for in accordance with clause 35.0.

### **32.5 Call Back (Recall to Work)**

- (a) An employee recalled to work overtime on one of their ordinary working days shall receive a minimum payment of 4 hours at the prevailing overtime rate, where the employee is not in receipt of an on-call allowance. Where the employee is in receipt of an on-call allowance, a minimum of 1 hours and 30 minutes payment will apply, at the prevailing overtime rate, so as to replace the 4 hour minimum payment or 2 hour minimum payment, as referred to in this Clause.

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

Provided that in lieu of the 4 hours' minimum payment mentioned above, where the employee was notified of the need to return to perform work prior to the completion of the ordinary hours on the day in question a minimum payment of 2 hours at the prevailing overtime rate shall be payable.

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

- (b) Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of clause 32.6 where the actual time worked is less than 2 hours on such recall or on each of such recalls.
- (c) This subclause shall not apply in cases where it is customary for an employee to return to ICC's premises to perform a specific job outside his or her ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time

### **32.6 Required Time Off Duty**

- (a) An employee who is required to work overtime during or following a Sunday, Rostered Day Off or Public Holiday for a period in excess of 2 hours, any part of which falls between 8.45pm and 3am, on a night preceding the performance of ordinary duty, must have 10 consecutive hours break between the termination of that overtime and the commencement of ordinary duty. If on the instructions of



ICC the employee resumes or continues work without having had such 10 consecutive hours off duty, they shall be paid double rates until they are released from duty for such period and they shall be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary time the employee would have worked but for such absence.

- (b) An employee who works so much overtime between the termination of his or her ordinary work on one day and the commencement of his or her ordinary work on the next day that he or she has not had at least 10 consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he or she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of ICC such an employee resumes or continues work without having had such 10 consecutive hours off duty, he or she shall be paid double rates until he or she is released from duty for such period and he or she shall then be entitled to be absent until he or she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) The provisions of this subclause shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked for the purpose of changing shift rosters:
  - (i) where a shift worker does not report for duty;
  - (ii) where a shift is worked by arrangement between the employees themselves.

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

### **32.7 Time Off in Lieu of Overtime**

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

## **33.0 MEAL BREAKS**

### **33.1 Duration**

Employees shall be entitled to an unpaid 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 5.25 hours after the ordinary starting time each day.

### **33.2 Breaks during Overtime**

Breaks shall be taken at such times to comply with the requirements of the *Transport Operations (Road Use Management– Fatigue Management) Regulation 2008*. These breaks shall be taken without loss of pay.

## **34.0 REST PAUSES**

### **34.1 Continuity of Work During Rest Pauses**

Rest pauses shall be taken at such times as will not interfere with continuity of work, within the requirements of the law. This clause also to be read with clause 31.1.3.

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

## **35.0 STATUTORY HOLIDAYS**

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

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

All work done by any employee on Anzac Day, New Year's 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.

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

An employee whose RDO falls on a Public Holiday shall be credited with one (1) days paid leave to be taken in conjunction with annual leave. Employees agree to alter rosters to allow for equitable sharing of all Public Holidays.

### **35.2 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.

### **35.3 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.

## **36.0 ANNUAL LEAVE**

### **36.1 Entitlement**

#### **36.1.1 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 based on full time employment.

### **36.1.2 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.

### **36.1.3 Applicable Pay Rate**

ICC shall, subject to clause 36.4 of this clause, pay:

- (a) At the ordinary rate payable being paid to the employee immediately before leave is taken.

Employees will be paid any accrued but untaken annual leave on termination of employment calculated in accordance with clause 36.4.

### **36.2 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.

### **36.3 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.

### **36.4 Calculation of Annual Leave**

Payment for annual leave will be calculated as follows:

#### **36.4.1 4 Day Week Roster Employee**

Employees working the standard 4-day week roster will accrue and access annual leave at 38 hour per week or, for part-time employees on a pro rata basis. For a full-time employee, this is accrued over a 12-month period as 152 hours annual leave or 16 days annual leave at 9.5 hours.

Where less than 1-week annual leave is accessed, the rate payable will be determined on the projected roster at 9.5 hours per day, which will be deducted from annual leave balances on an hour for hour basis.

#### **36.4.2 All Employees**

The employee's ordinary wage rate as prescribed by the agreement for the period of the annual leave (excluding shift premiums and weekend penalty rates) plus 17.5%.

### **36.5 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.

### **36.6 Requirement to Take Leave**

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

### **36.7 Annual Leave at Half Pay**

Employees may access Annual Leave at half pay. When accessing Annual leave at half pay a minimum period of one (1) week (2 weeks half pay) must be accessed.

Annual leave at half pay can only be accessed if the employee has exhausted any accrued time off in lieu and have an annual leave balance of less than 8 weeks at the time of requesting annual leave at half pay.

## **37.0 PERSONAL LEAVE**

### **37.1 Entitlement**

Personal Leave (Sick leave and Carers Leave) 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 the 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.

Full time 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.

### **37.2 Certificate Required**

Payment for absence from work in any instance where the leave accessed either:

- (a) exceeds two (2) consecutive days per occasion, where the employee is accessing Sick Leave; or
- (b) exceeds one (1) day for Carers Leave, shall be contingent upon production by the employee concerned of either a certificate from a duly qualified medical practitioner or other evidence of illness satisfactory to ICC.

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

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

### **37.3 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 Branch/General Manager. All applications in excess of 1 month must be approved by the General Manager, provided approvals will not be unreasonably withheld.

### **37.4 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 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.

### **37.5 Additional Sick / Carers Leave**

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

### **37.6 Whilst on annual leave or long service leave**

If an employee on annual leave or long service leave would be entitled to sick leave for a period of 5 working days, the employee may apply to have such period of illness debited to the employee's sick leave entitlement and the employee's annual leave entitlement shall be adjusted accordingly.

### **37.7 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.

### **37.8 Use of Sick Leave for Preventative Health**

Employees can access sick leave to attend preventative health or routine medical appointments with a Registered Health Practitioner, as defined by the Australian Health Practitioner Regulation Agency in the following professions:

- Aboriginal and Torres Strait Islander Health Practice
- Chinese Medicine
- Chiropractic
- Dental practice
- Medical practice (doctors)
- Medical radiation practice
- Nursing
- Midwifery
- Occupational therapy
- Optometry
- Osteopathy
- Paramedicine
- Pharmacy
- Physiotherapy
- Podiatry
- Psychology

Employees shall be required to provide notice of one (1) working day to their Supervisor prior to sick leave being taken for appointments. Where an employee is subject to absenteeism management as per clause 36.2, they may be required to provide a medical certificate for each instance of sick leave taken for preventative health.

## **38.0 LONG SERVICE LEAVE**

### **38.1 Entitlement**

Subject to the provisions of clause 38.7 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.

### **38.2 Continuous Service**

For the purpose of this Agreement 'continuous service' shall mean service with ICC or with another Queensland Local Government which has been continuous except for:

- (a) Absence from work on leave granted by a Council including such absence through illness or injury on leave so granted, and any absence through illness or injury during the last 5 years of the employee's service, shall be included in the period in respect of which long service leave is computed;
- (b) The employee having been dismissed or stood down by ICC, or the employee having terminated service with the Council by reason of illness or injury, provided that the employee shall have been re-employed by ICC or another Queensland Local Government (excluding Brisbane City Council) and shall not have been engaged in any other calling whether on the employee's own account or as an employee subsequent to having been so dismissed or stood down or to having so terminated service, and before being so re-employed and provided further that the period during which that employee was absent by reason of such dismissal or standing down or termination of service shall not by reason only of this paragraph be taken into account in calculating the period of service;
- (c) The employee having been dismissed or stood down by the Council, or the employee having terminated service with the Council, provided that the employee has been re-employed by ICC or some other Queensland Local Government (excluding Brisbane City Council) within a period not exceeding three months.

### **38.3 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 re-joining 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.

### **38.4 Previous Defence Service**

Service as a member of the Australian Defence Forces and, shall be deemed to be service with ICC by which that employee was last employed before the employee commenced to serve as such member.

### **38.5 Future Defence Services**

Upon enlistment with the Australian Defence Force for active war service of any employee employed under this Agreement, ICC will be liable to pay to such employee, if the employee requests, the monetary equivalent of the proportionate amount of long service leave calculated as set out in this Agreement.

### **38.6 Payout on Demise of Employee During Defence Service**

Where an employee covered by this Agreement enlists for active war service in any of Australian Defence Force and subsequently dies during the period of such enlistment a pro rata payment of long service leave due to the employee shall be paid to the employee's personal representative. In the event of the employee being totally incapacitated by reason of war service to the extent of being unable to resume duties with ICC, a pro rata payment for long service leave

shall be paid to the employee or calculated in accordance with provisions of this agreement, provided that for the purposes of this subclause there shall be no minimum qualifying period of eligibility for long service leave.

### **38.7 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.

### **38.8 Statutory Holidays Excluded**

Any long service leave shall be exclusive of any statutory holiday occurring during the period when that long service leave is taken and shall be paid for by ICC as ordinary time.

### **38.9 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.

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

### **38.10 Payment Upon Death of Employee**

If an employee who is entitled to any amount of long service leave dies before taking that amount of long service leave; or after commencing but before completing the taking of that amount of long service leave, ICC shall pay to that employee’s personal representative a sum equal to payment for the period of the amount of long service leave not taken or, as the case may be, the taking of which has not been completed by that employee.

## **39.0 PAID PARENTAL LEAVE**

In addition to the Parental and related leave provisions (Division 8 of the Queensland Employment Standards) contained within the *Industrial Relations Act 2016*, the following will apply:

### *Paid Parental Leave*

Permanent employees who have 12 months continuous service with Council and will be the primary carer at the time of birth, adoption, surrogacy arrangement or cultural recognition order will be eligible for 14 weeks paid Parental Leave. A primary carer is the person who is most meeting the child’s physical care and needs daily. Only one person can be the primary carer for a child at one time.



For the purposes of paid Parental Leave permanent employees include Full time, Part time and fixed term employees.

#### Partner Leave

Permanent employees who have 12 months continuous service with Council and who will not be the primary carer at the time of birth, adoption, surrogacy arrangement or cultural recognition order will be eligible for 3 weeks paid Partner Leave.

For the purposes of paid Partner Leave clause permanent employees include Full time, Part time and fixed term employees.

#### Access to additional leave (Personal Leave)

Employees may access an additional two (2) weeks paid leave deducted from the employee's Personal Leave to be taken in conjunction with paid Parental or Partner Leave.

Access to the additional two (2) weeks leave is conditional upon the employee having a minimum balance of two (2) weeks Personal Leave at the commencement of their paid Parental or Partner Leave.

#### Calculating Entitlement

Paid Parental leave is to be taken from the commencement of Parental Leave and will form part of the maximum Parental Leave entitlement of fifty-two (52) weeks as provided in the *Industrial Relations Act 2016*. If the employee chooses to access an additional two (2) weeks Personal Leave, this must be taken in conjunction with paid Parental Leave as one period of leave.

Paid Parental Leave is based on the average ordinary weekly hours performed by the employee for the previous 12 months prior to the commencement of Parental Leave.

Paid Partner Leave can be taken at any time within fifty-two (52) weeks of the birth, adoption or placement of the child in accordance with a surrogacy arrangement or cultural recognition order. If the employee chooses to access an additional two (2) weeks Personal Leave, this must be taken in conjunction with paid Partner Leave as one period of leave.

Eligible employees can access either paid Parental or Partner Leave, not both.

Paid Parental, Partner Leave and additional Personal Leave taken in conjunction with paid Parental or Partner Leave can be taken at full pay or half pay.

#### Sharing Paid Parental Leave

If both parents are employees of Council and both have 12 months continuous service at the time of birth, adoption, surrogacy arrangement or cultural recognition order, the 14 weeks paid parental leave may be shared. The paid Partner Leave cannot be claimed if both parents plan to share the 14 weeks paid parental leave.

#### Superannuation

Council's superannuation payments will continue during periods of paid Parental Leave including payments received by the employee in accordance with the Parental Leave Pay scheme provided by the Australian Government.

#### Pre-Natal appointments

Employees who are eligible for paid Parental Leave can access the 14 weeks provided for paid Parental Leave to attend pre-natal appointments.

#### **40.0 BEREAVEMENT LEAVE**

##### **40.1 Applicability**

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

An employee to be granted a maximum of three (3) days Bereavement Leave for the purpose of attending the funeral service of the following members of their family: mother-in-law, father-in-law.

An employee to be granted a maximum of three (3) 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.

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.

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

##### **40.2 Special circumstances**

Where special circumstances exist, the employee may use 2 days sick leave to extend their absence, subject to the employee having sufficient sick leave balances to retain a minimum balance of two weeks. If further time is required, the employee may access annual leave to extend their absence.

##### **40.3 Unpaid entitlement by agreement**

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

#### **41.0 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.

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

Upon determination that operational requirements and business needs are able to be met, ICC will allow employees who are members of the Australian Defence Force Reserve (ADFR), either Army, Air Force or Navy, to attend training and reservist activities without the loss of pay, in accordance with approved procedures.

#### **43.0 SECONDMENT BY EMERGENCY SERVICES**

When an employee, by reason of membership of an emergency service agency, is required to absent himself or herself from work in order to assist or undertake such emergency work, that employee shall be allowed leave with pay equivalent to the ordinary time earnings of such absence. This shall not construe any responsibility on ICC for the conduct of such assistance or work undertaken by the employee during the secondment, or for any expenses incurred.

#### **44.0 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).

#### **45.0 OTHER LEAVE TYPES**

All employees covered by this agreement will also have access to any other leave type available to Ipswich City Council employees as per Council procedures. These leave types are covered in Ipswich City Council Administrative Directives and Procedures which are maintained by People and Culture Branch.

##### **45.1 Pandemic Leave**

Council will provide up to 20 days on full pay each calendar year for pandemic leave. This leave is to cover employees who are unable to attend the workplace or complete their duties from another location. It will be available on application to Payroll and managed in accordance with the Procedure that is approved by the Executive Leadership Team, Pandemic leave will be in addition to personal leave. Balances do not accrue each year and there is no provision for an employee to be paid out for any accruals.

##### **45.2 Cultural Ceremonial and NAIDOC Leave**

Ipswich City Council is committed to developing a deep understanding of Aboriginal and Torres Strait Islander cultures and history and responding with respect. A growing knowledge and respect have led us to consider the introduction of paid cultural, ceremonial and NAIDOC leave for all Aboriginal and Torres Strait Islander staff as part of employee leave entitlements.

We understand that Aboriginal and/or Torres Strait Islander employees have specific and unique cultural requirements and obligations. This may be religious, cultural or ceremonial practices to meet their customs and obligations under traditional lore, and to participate in cultural and ceremonial activities.

Cultural, Ceremonial and NAIDOC leave – 10 paid days per annum may be accessed by Aboriginal and/or Torres Strait Islander employees for the purposes of attending to cultural obligations and activities outside the workplace. An additional 5 unpaid days per service year is also made available. Part-time staff would be entitled to a proportionate

day. This leave is not applicable for casual employees. The leave does not accumulate if not taken in the calendar year and is not paid out on cessation of employment.

The types of events or activities that are covered by Cultural, Ceremonial and NAIDOC leave, but not limited to:

- Native Title meetings if an employee is a Traditional Owner or a representative of Traditional Owners
- NAIDOC Celebrations or other National events such as National Sorry Day, National Reconciliation Week, or similar events
- Coming of the Light Celebrations (1 July each year amongst Torres Strait Islanders)
- Sorry Business
- Traditional and customary law requirements which may include the requirement to participate in or attend an initiation ceremony, or a ceremony relating to men's business or women's business.
- Other ceremonial obligations under Aboriginal and Torres Strait Islander law.
- As a rule, Aboriginal and/or Torres Strait Islander employees may apply for leave to attend cultural and ceremonial events and activities as detailed above, and approval is not to be unreasonably withheld. Notice and evidence requirements for all types of leave will be detailed in the Leave Management Procedure. Cultural, Ceremonial and NAIDOC leave requests need to be given fair and proper consideration and treated in a culturally sensitive manner; demonstrating respect for the specific cultural obligations associated with Aboriginal and Torres Strait Islander cultures.

#### **45.3 Purchase of Leave**

Employees shall have the opportunity to purchase additional up to four (4) weeks per annum on an unpaid basis. This is to be achieved by mutual agreement between the employee and the Manager. The employee can elect to reduce their annual salary by the corresponding level of unpaid leave sought and re-calculate salary payments over twenty-six (26) fortnights, thus ensuring continual income throughout the year. If an application is not approved the employer will outline the business reasons for this decision in writing and the employee may discuss these with their Manager Supervisor. If an employee is dissatisfied, they have the right of appeal through the Dispute Settlement and Resolution Procedure.

#### **45.4 Compassionate Leave**

An employee other than a casual employee is entitled to two (2) days compassionate leave on full pay on each occasion when a member of the employee's immediate family or household contracts a personal illness or sustains a personal injury that poses a serious threat to the person's life as provided for in Part 3 Division 6 of the Act.

#### **45.5 Domestic and Family Violence Leave**

##### **General**

ICC is committed to providing a safe workplace for all employees. ICC aims to support employees who are involved in domestic violence. Domestic and family violence is an extremely sensitive issue that affects individuals, families, and communities.

The Parties to this Agreement commit to the following principles that underpin this clause:

- (a) Paid leave for employees experiencing family and domestic violence as outlined at clause 50.1;
- (b) Confidentiality of employee details;
- (c) Safety planning strategies to ensure protection for employees;
- (d) Support for employees affected by family and domestic violence by providing access to the Employee Assistance Program (EAP) which provides free confidential counselling (face to face, telephone or online) and access to a wide range of information and support resources;
- (e) Support for employees to access relevant leave/flexible work arrangements;

- (f) Protection against adverse action, discrimination, harassment or bullying as a result of any disclosure, experience or perceived experience relating to domestic and family violence.

### **Entitlement**

Employees experiencing domestic and family violence will have access to dedicated additional paid leave. The entitlement includes:

- (a) Up to twenty (20) days paid leave per calendar year for full-time employees (non-cumulative);
- (b) Pro-rata leave for part-time and flexible permanent part-time employees (e.g. a part-time employee who works three (3) days per week will have access to up to twelve days paid leave);
- (c) Up to ten (10) days paid leave per calendar year for Casual employees;
- (d) The leave is to be paid at the employee's base rate of pay (e.g. no shift penalties);
- (e) This leave may also be available to employees supporting another person experiencing domestic and family violence.

### **Notice**

The employee must provide the Manager People and Culture with notice of their need to access domestic and family violence leave:

- (a) Before or on the day the employee is to take the leave; or
- (b) If it is not possible to notify ICC before the leave is taken – during the leave or as soon as possible after the leave ends.

### **Leave Approval**

- (a) Employees may make requests to access domestic and family violence leave directly to the Manager People and Culture or General Manager.
- (b) Where requests are made via the employee's Supervisor/Manager, the request for leave is to be immediately escalated to the relevant General Manager or Manager People and Culture to ensure confidentiality to the employee affected. This may occur by the Supervisor/Manager of the employee making contact to discuss the request.
- (c) In the event an employee requires assistance with making an application for domestic and family violence leave, ICC Contact Officers or a People and Culture Business Partner of Workplace Safety and Wellbeing Partner will be available to provide support to the employee making an application for domestic violence leave.
- (d) Where evidence is requested by ICC, the evidence may be a document issued by the Police Service, a Court, a Doctor or Health Professional, a report from a Counsellor, or a statutory declaration.
- (e) Council will not discriminate or take action against employees because they have requested and/or accessed domestic violence leave.

## **46.0 CHRISTMAS STAND DOWN**

ICC shall nominate one day during the Christmas - New Year period, as a day which rostered employees are entitled to take off work with pay and without applying for any other forms of leave. Employees may accrue up to three (3) days in form of 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 covered by the agreement 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.

## **PART 6 – MISCELLANEOUS PROVISIONS**

### **47.0 WORKPLACE HEALTH AND SAFETY**

#### **47.1 Rehabilitation**

ICC and its employees are committed to the rehabilitation program and agree to co-operate and participate in the early return to work plan that is developed in consultation with the injured or sick employees, Doctor, their Manager, ICC's Occupational Therapist, ICC's Workplace Health and Safety Board and Rehabilitation Co-ordinators.

ICC may require employees to undertake medical assessments to determine the employee's fitness for work in accordance with ICC's policy and procedures and to provide to ICC evidenced of fitness for work to its satisfaction.

Payments to staff absent from work due to injury or illness as a result of a work-related incident shall be made in accordance with relevant procedures. Any proposed amendments to this procedure must be discussed by the IWCC prior to adoption.

#### **47.2 Use of Plant and Equipment**

Employees shall use all plant and equipment in accordance with safe operating procedures and present such plant and equipment for safety checking when notified of such programmed or routine inspection and advise the Ipswich Fleet Services of any problems with the plant they are using.

#### **47.3 Incident Reporting and Investigation**

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

#### **47.4 Risk Assessment**

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.

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.

### **48.0 POLICIES AND PROCEDURES**

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

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

ICC shall keep time and remuneration records in accordance with the Act.

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

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

## **50.0 TRAINING AND STUDY ASSISTANCE**

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

## **51.0 RECOGNITION OF SERVICE**

All employees with 15 years or more service at the date of certification of this agreement will be eligible for the following after twenty (20) years continuous service:

- upon retirement and being 55 years of age or more, a \$1,000 gift in accordance with the agreed People and Culture procedure

Council also recognises and celebrates employees following 10, 20, 30, 40 and 50+ years of service. Leaders will recognise length of service with the following process:

In recognition of their long service, employees will be eligible to be recognised for the completion of 10, 20, 30, 40, 45 and 50 years of continuous employment at Ipswich City Council. For each of the above milestones, the employee receives a certificate, letter of service and a gift card for an amount determined by the years of service achieved (\$100 for every ten years of service), presented on a quarterly basis by the General Manager at a Branch/Department function as per the below:

Years of service	Value
10	\$100
20	\$200
30	\$300
40	\$400
45	\$450
50	\$500

## **52.0 EQUAL EMPLOYMENT OPPORTUNITY**

The Employer recognises the importance of maintaining diversity in the workplace, equal remuneration for work of equal value and ensuring that existing practises, encourage equality of employment and development opportunities, continue, and are promoted.

This will include:

- Reviewing position descriptions, prior to advertisement, to ensure non-bias/gender neutral language;
- Inclusion of statements during recruitment that the Employer is an equal opportunity employer;
- Ensuring selection of applicants for vacant positions is conducted in accordance with the law;
- Giving appropriate and meaningful consideration of workplace flexibility requests;
- Ensuring approval of development opportunities is managed in a fair and equitable manner, irrespective of gender or any other identified attribute under the *Anti-Discrimination Act 1991*.

The Employer is committed to equal remuneration for work of equal / comparable value.

## 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 Resource Recovery Drivers Certified Agreement 2021
Call Back	Work performed by an employee who is called back to work outside normal working hours in order to attend to an emergency or urgent work.
Consultation	Consultation shall mean providing the Union and employees with a bona fide opportunity to discuss Council's decision(s). In order to facilitate meaningful consultation, Council will provide employees and the Union with relevant information including reasons for contemplated changes, the number and category of workers likely to be affected and the period over which any change may be intended.
ICC	Ipswich City Council ABN 61 461 981 077
Major Plant Service:	Any service recommended by the manufacturer at intervals generally equal to or greater than 250 hours or 6 months.
Ordinary Time Earnings	The actual ordinary rate of pay the employees receive for their ordinary hours of work including shift loadings where applicable. Ordinary time earnings shall not include overtime, penalty rates, or any other extraneous payments of a like nature, unless stated as part of this Agreement.
Competency Assessment	An assessment of how efficiently an employee performs the task with a view of recommending improvements, identifying training and development needs or deciding on salary adjustments.
Queensland Local Government	Any Local Governments and Joint Boards (within the meaning of the Local Government Act 2009, excluding Brisbane City Council), who are respondents to those Awards to which this agreement applies.
Remuneration	Payment made for services rendered which includes all types of wage and non-wage payments, reward payments for the performance of some specific task, benefits such as provision of a council vehicle
The Act	Industrial Relations Act (Qld) 2016
Union	Transport Workers Union of Australia, Union of Employees (Queensland Branch); and Australian Workers' Union of Employees, Queensland.



**SIGNATORIES TO AGREEMENT**

Signed for and on behalf of .....

IPSWICH CITY COUNCIL (Signature)

Sonia Cooper  
.....  
(Print Name)

CEO  
.....  
(Title)

6/05/2025  
.....  
(Date)

In the presence of .....

(Signature)

Roxanne Dean  
.....  
(Print Name)

6/05/2025  
.....  
(Date)

Signed for and on behalf of .....

TRANSPORT WORKERS' UNION OF (Signature)

AUSTRALIA, UNION OF EMPLOYEES

(QUEENSLAND BRANCH) Richard Olsen  
.....  
(Print Name)

Branch Secretary  
.....

(Title)

17<sup>th</sup> of April 2025  
.....

(Date)

In the presence of .....

(Signature)

Helena Dalton-Bridges  
.....

(Print Name)

17<sup>th</sup> of April 2025  
.....

(Date)

Signed for and on behalf of .....

AUSTRALIAN WORKERS' UNION OF (Signature)

EMPLOYEES, QUEENSLAND

Stacey Schinnerl  
.....  
(Print Name)

Secretary  
.....  
(Title)

23<sup>rd</sup> April 2025  
.....  
(Date)

In the presence of .....

(Signature)

Jeehan Habib  
.....  
(Print Name)

23<sup>rd</sup> April 2025  
.....  
(Date)