

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Brisbane City Council Transitional Enterprise Bargaining Certified Agreement 2009

*Matter No. CA/2009/93*

Commissioner Thompson

17 September 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 17 September 2009 the Commission certifies the following written agreement:

**Brisbane City Council Transitional Enterprise Bargaining Certified Agreement 2009 – CA/2009/93 (as amended)**

Made between:

Brisbane City Council (ABN 72 002 765 795)

AND

The Australian Workers' Union of Employees, Queensland;  
Australian Building Construction Employees and Builders' Labourers' Federation (Queensland) Union of Employees;  
Australian Rail, Tram and Bus Industry Union of Employees, Queensland Branch;  
Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;  
Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees;  
Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees;  
Plumbers & Gasfitters Employees' Union Queensland, Union of Employees;  
The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;  
The Electrical Trades Union of Employees Queensland;  
Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees;  
Queensland Services, Industrial Union of Employees;  
The Association of Professional Engineers, Scientists and managers, Australia, Queensland Branch, Union of Employees; and  
Transport Workers' Union of Australia, Union of Employees (Queensland Branch).

The agreement was certified by the Commission on 17 September 2009 and shall operate from 17 September 2009 until its nominal expiry on 16 April 2010.

This agreement replaces Brisbane City Council Enterprise Bargaining Certified Agreement 2008 (CA/2008/244).

By the Commission.

Commissioner Thompson

**Brisbane City Council Transitional Enterprise Bargaining Certified Agreement 2009**

**CA/2009/93**

**CONTENTS**

- 1. Title**
- 2. Introduction**
- 3. Objectives of this Agreement**
- 4. Framework for this Agreement**
- 5. Employee and industrial relationships**
- 6. Consultative processes**
- 7. Enterprise Bargaining Unit**

**DEMONSTRATING VALUE FOR MONEY**

- 8. Use of internal providers and alternative suppliers**
- 9. Use of contingent workforce**
- 10. Wage/salary outcomes**
- 10.1 Pay increase**

**IMPROVING SERVICE DELIVERY AND ACCESSIBILITY**

- 11. Business growth through partnering arrangements and alliances**
- 12. Local Area Agreements and future arrangements**
- 13. Unforeseen outcomes of organisational change**

**ENHANCING BUSINESS PROCESSES AND ENCOURAGING INNOVATION**

- 14. Improved systems and processes**
- 14.1 Brisbane Best Value (BBV)**

**DEVELOPING A CAPABLE AND ADAPTIVE WORKFORCE**

- 15. Achieving Zero Harm**
- 16. Workload management**
- 17. Work and life**
- 18. Improved Carer's Leave**
- 19. Parental Leave**
- 20. Learning and career development**
- 21. Apprenticeships and traineeships**
- 22. Supporting employees through periods of illness**
- 23. Retraining, placement and separation**
- 24. Superannuation**
- 25. Dispute resolution**
- 26. Administrative arrangements**
- 26.1 Application**
- 26.2 Parties bound**
- 26.3 Date and period of operation**
- 26.4 Agreement to prevail**
- 26.5 Incorporation of Awards**
- 26.6 HR procedures and employee entitlements**
- 26.7 Application of schedules for the purposes of certification**
- 26.8 No extra claims**

**SCHEDULE 1: Unions**

**SCHEDULE 2: Awards**

**SCHEDULE 3: Charter of the Joint Consultative Committee**

**SCHEDULE 4: Agreed policies, procedures and common conditions**

**SCHEDULE 5: Safety Net Sick Leave and rehabilitation procedures**

**SCHEDULE 7: Redundancy and separation procedures**

**SCHEDULE 8: Salaried Staff Employees**

**SCHEDULE 9: City Service Employees**

**SCHEDULE 10: Passenger Services Employees****SCHEDULE 11: Trade Services Employees****1. Title**

This Agreement shall be known as the Brisbane City Council Transitional Enterprise Bargaining Certified Agreement 2009.

This Agreement supersedes and replaces all previous Enterprise Bargaining Agreements that had application to employees of Brisbane City Council.

**2. Introduction**

Brisbane City Council serves the people of Brisbane and aims to make Brisbane a prosperous subtropical city, enjoyed by residents, admired by visitors and respected nationally and internationally for its achievements. Employees of Council are dedicated to a better Brisbane and to delivering the vision for *Living in Brisbane 2026* by creating a:

- friendly, safe city
- clean, green city
- well-designed subtropical city
- accessible, connected city
- smart, prosperous city
- active, healthy city
- vibrant, creative city
- regional, world city

and an organisation which is recognised as:

- employer of choice with a capable workforce
- flexible and responsive
- customer focused
- partnering
- engaged with citizens and the community
- innovative
- sound asset managers
- leaders.

Council, employees and unions which are parties to this Agreement acknowledge Council's *Corporate Plan* and its outcomes as a tool to guide the direction of the organisation and recognise that continuously improved performance is essential to meeting growing competition and other organisational pressures. We are committed to the implementation of Council-wide policies, while providing flexibility in employment arrangements to meet business needs and individual circumstances.

We are all committed to Zero Harm and to putting into practice our common values of:

- passion for Brisbane
- responsive customer service
- respect for people
- courage to make a difference
- working together
- getting things done
- value for money.

**3. Objectives of this Agreement**

Council is focused on meeting community and customer needs, improving business processes, developing capable employees and ensuring viable financial outcomes. Employees and their unions recognise the need to ensure that Council remains financially responsible, utilising a flexible and adaptive workforce of capable, competent and committed employees to provide competitive, value for money, quality services to our customers and the community.

This Agreement will provide certainty during the next 12 months for Council, employees and their unions regarding:

- employment arrangements, pay rates and conditions
- consultative processes, joint problem-solving and dispute resolution procedures, without recourse to industrial action

- continuous improvement and delivery of better value while providing secure employment.

Working together, we aim through the implementation of this Agreement to:

- involve all employees in the achievement of Zero Harm and a healthy workforce
- provide secure and sustainable employment for employees
- continue to identify and meet customer and community needs
- create equitable and inclusive workplaces in which we all contribute to the provision of valued, cost-effective services
- continuously improve the quality and competitiveness of Council services and programs.

#### **4. Framework for this Agreement**

This Agreement will assist Council to achieve its vision and reward its employees, by focusing on delivering tangible results in the following areas.

##### **Achieving the vision for *Living in Brisbane 2026***

- Enhanced liveability
- Satisfied community
- Regional leadership

##### **Improving service delivery and accessibility**

- Customer service excellence
- Integrated service delivery
- Program delivery

##### **Demonstrating value for money**

- Financial capability
- Key financial outcomes
- Value from Council's business, services and products

##### **Enhancing business processes and encouraging innovation**

- Continuous process improvement
- Innovation and product development
- Strategic alignment of priorities, processes and products

##### **Developing a capable and adaptive workforce**

- Capable workforce
- Use of technology and new ways of working
- Satisfied employees

#### **5. Employee and industrial relationships**

We recognise that employees appreciate the benefits of secure employment and sustainable conditions, committed and caring leadership, career development and effective representation. We encourage direct consultation with employees and their unions, and recognise that unions and their delegates have a role to play on behalf of employees in consultative processes and in resolving grievances and disputes.

We intend to build upon established industrial relationships and reinforce our commitment to cooperative consultation and aim to resolve issues through effective joint problem solving and dispute resolution procedures, wherever possible. Council will continue to release employees who are consultative committee members for training to assist the effective operation of these processes and provide Industrial Relations Education Leave in accordance with Council's policies and procedures.

Working together we will:

- attract, select, develop and retain employees from diverse backgrounds and abilities
- enhance the customer service capability of Council
- generate competitive performance and improved rewards and working conditions
- strengthen communication and commitment to seeking shared solutions
- use and continue to improve effective consultative structures and arrangements
- promote lifelong learning and provide access to learning resources to develop our skills
- foster employment relationships and working arrangements that meet community, employee and organisational needs into the future

- continuously improve Council's systems and processes
- generate positive financial outcomes that can be shared by customers, the community and employees
- develop alliances, partnerships, associated businesses and joint ventures to deliver integrated government and community services to the region.

## 6. Consultative processes

We reaffirm our commitment to established consultative processes and recognise that these processes need to be continuously improved. We will provide:

- clear guidelines and objectives for consultative committees
- effective induction and training of new employees who are to be committee members
- recognition for participation in the committee
- genuine consultation and consideration of management, employee and union contributions to decision making
- support for implementing changes which enhance employee and organisational goals.

The Joint Consultative Committee (JCC) will monitor the implementation of this Agreement and oversee the work of any sub-committees established for specific purposes under this Agreement. JCC will meet at least once per quarter, be chaired by the CEO, and will include all divisional managers as well as one representative from each of the following organisations.

- AMWU
- AWU
- ASU (Queensland Services Branch)
- ASU (Central and Southern Queensland Branch)
- ARTBU
- QCU (representing all other relevant union parties)

The Charter of the JCC is included in Schedule 3.

Council will provide to the JCC and each Divisional Consultative Committee (DCC), information regarding workforce composition (permanent, full-time and part-time, temporary, casual, labour hire and contractors), safety and City Workcover performance and workplace changes proposed, progressing and implemented on a divisional basis.

Parties to this Agreement will support and monitor a joint review of:

- HR policies and procedures and,
- simplification of Council's pay system, pay rules and employment arrangements

as agreed in discussions during the negotiation of this Agreement. These reviews will inform JCC and the parties in preparation for the next Agreement.

Divisional, Work Unit and Local Consultative Committees will consider issues of workload management, staffing issues and excessive overtime, develop and implement strategies to address any issues identified, seeking assistance from HR Services if required.

## 7. Enterprise Bargaining Unit

This Agreement has been developed by an Enterprise Bargaining Unit (EBU) consisting of three management representatives and seven union representatives.

## DEMONSTRATING VALUE FOR MONEY

### 8. Use of internal providers and alternative suppliers

Council's preference is to use its own capable, competent and committed employees in providing services. Council will continue to use its own employees where competitive levels of quality, service, efficiency, cost effectiveness and value for money are demonstrated.

Council is committed to continuing the role for Council units as direct providers of services, provided that those services satisfy the needs of customers and provide value for money. Employees are committed to improving work practices and ensuring our competitiveness. Working together, we will encourage and support internal providers to develop and maintain commercially viable and competitive services.

Business units subject to *National Competition Policy* (NCP) legislation are encouraged to use internal service providers and other business units, subject to demonstration of service, quality, performance and value for money.

If a proposal to contract services currently provided by Council employees or to outsource an activity is to be considered, employees and their unions will be consulted. Any decision made to use external providers will be made considering, where relevant, the impact of that decision on other areas of Council and sustainable employment of

existing employees. Should any area seek to source externally from Council, the opportunity will be provided for internal providers to bid for the work.

If a service is already outsourced by contract at the time of signing of this Agreement, then that service will not be affected by this clause for the life of that contract.

## **9. Use of contingent workforce**

Council prefers to directly engage employees on a permanent full-time or part-time basis. Council will continue to develop and maintain critical skills within the organisation.

Acknowledging Council's preference, it is agreed that under circumstances where permanent employment is not appropriate to business needs, or where continued funding of activities cannot be guaranteed, Council may use other contingent modes of employment to meet its business needs. It is expected that Council will normally secure additional resources through the use of other contingent modes of employment, including:

- temporary employment
- casual employment
- labour hire
- contractors.

Situations where the use of contingent modes of employment may be required include:

- emergency or urgent work requirements; or
- when professional or technical skills are required and cannot be obtained internally; or
- for special projects that are time limited; or
- meeting peaks and troughs in workload.

Contingent employees will be paid not less than the relevant rate payable under this Agreement for the substantive role or to Council employees performing a similar class of work.

Council will provide employment information to the JCC and each DCC, including workforce composition (permanent, full-time and part-time, temporary, casual, labour hire and contractors), safety performance and workplace changes proposed, progressing and implemented on a divisional basis.

JCC and DCCs will regularly review the practices and outcomes in the use of contingent modes of employment, and may explore reasons where it is considered that the level of contract and labour hire is excessive or has been used for an extended period (i.e. clearly more than a seasonal peak situation or more than 12 months), and is impacting on the employment security or levels of permanent employment. Council will review long-term, continuous contract and labour hire arrangements based on operational requirements to determine whether permanent, temporary or casual roles are required.

This determination will be based on:

- ongoing requirement for the work to be performed
- existence of ongoing funding for the potential role
- suitability of the employee's skills and performance
- long-term needs of Council.

Where Council determines that the creation of a Council role is appropriate, the role will be advertised and filled using the merit-based recruitment and selection process.

Where budgetary or funding variations may have a negative impact on employment levels, the parties will confer in a timely fashion to consider options to manage such impact on individual employees affected.

After 12 months equivalent full-time employment, temporary and casual employees may apply for permanent employment in their role. In determining such an application for permanent employment, Council will consider the:

- ongoing requirement for the work to be performed
- existence of ongoing funding for the role
- suitability of the employee's skills and performance
- long-term needs of Council.

Where an employee's skills are considered not appropriate for permanent employment, but the employee's temporary or casual employment is maintained, access to learning and development opportunities will be provided. Further reviews of the status of temporary and casual employees may take place at six-month intervals.

## **10. Wage/salary outcomes**

In recognition of the implementation of commitments made under this Agreement, wage and salary rates will be increased.

## 10.1 Pay increase

From the date of certification, pay rates will be increased by 3.0% or \$30 per week, whichever is greater.

## IMPROVING SERVICE DELIVERY AND ACCESSIBILITY

### 11. Business growth through partnering arrangements and alliances

We agree to expand and develop new services for the community and other customers, especially in the South East Queensland region, building on the skills of employees and current infrastructure, through joint ventures with government, businesses and community agencies. Strategic alliances, joint venture and partnering arrangements that supplement and complement Council's resources will help to secure jobs in Council, expand career opportunities and introduce new skills to our workforce. Some of these arrangements will be established to grow the businesses and will be conducted on the basis of extending Council's services and Council employment.

In cases where Council employees are seconded to joint venture enterprises and other similar arrangements for periods of up to two years, employees will:

- have their rights and entitlements preserved
- be paid at the relevant Brisbane City Council rates (or better)
- be engaged under similar conditions
- not have their career options limited
- have the right to return to their previous role, or an equivalent role, at the conclusion of the secondment.

### 12. Local Area Agreements and future arrangements

We agree to retain the locally agreed arrangements (developed as Local Area Agreements or LAAs, under previous Enterprise Bargaining Agreements) which have been described in Schedules 8-11. These arrangements will continue to operate for the life of this Agreement, regardless of their nominal expiry date.

We agree that no further LAAs will be negotiated during the life of this Agreement. This does not preclude the making of a new Agreement in the event of unforeseen circumstances as provided for in Clause 13.

### 13. Unforeseen outcomes of organisational change

We are committed to continuous improvement in accordance with the terms of this Agreement and anticipate that the outcomes of continuous improvement, work redesign and other processes identified in this Agreement will be dealt with in accordance with the Agreement and Council procedures.

We acknowledge that this Agreement is intended to be comprehensive and that, consistent with Clause 26.8 No extra claims, there are no matters which have been reserved for further negotiation while this Agreement is in operation.

In the event that the outcome of organisational change was not anticipated by the parties at the time of making this Agreement, and where this Agreement does not deal with such change, then the circumstances will be discussed with the affected employees and their unions. The parties may negotiate a new Agreement to address these circumstances and the unforeseen outcome of organisational change. A new Agreement may only be made through the following process.

- a) The party proposing to make a new Agreement must provide notice in writing to the other relevant parties advising that they wish to negotiate a new Agreement, and specifying the following information:
  - (i) identify the outcome of organisational change which necessitates a new Agreement; and
  - (ii) how this current Agreement does not deal with the impact of this change; and
  - (iii) the new proposal to address the unforeseen outcome of this change; and
  - (iv) the distinct geographic area or business unit to which the proposed new agreement will apply.
- b) Subject to satisfying the criteria outlined above, the relevant parties will negotiate in good faith for a new Agreement.
- c) If the relevant parties are able to reach an agreement, the new Agreement will be put to a vote by the affected employees. If the affected employees vote in favour of the new Agreement it will be lodged in accordance with the *Industrial Relations Act 1999 (Qld)*.
- d) Any new Agreement lodged in accordance with the Act will prevail to the extent of any inconsistency with this Agreement.
- e) If the relevant parties are unable to reach agreement:
  - (i) the relevant parties may seek to resolve the matter through the Dispute Resolution Procedure contained in this Agreement, excepting that the Queensland Industrial Relations Commission cannot arbitrate on the making of a new Agreement without the consent of all relevant parties to the proposed new Agreement
  - (ii) no party can be forced to make a new Agreement and, in the absence of agreement, the status quo shall remain.

This clause does not allow industrial action that would otherwise be protected industrial action under legislation while this Agreement is in force.

## **ENHANCING BUSINESS PROCESSES AND ENCOURAGING INNOVATION**

### **14. Improved systems and processes**

We recognise and acknowledge that continuous improvement is a process that will take place over the life of this Agreement in accordance with Council procedures.

Council will continue to improve business systems and processes to meet future needs and to:

- deliver more responsive customer service and enhance outcomes for community and customers
- demonstrate value for money by implementing competitive and cost-effective systems
- encourage working together effectively and provide greater support for employees
- realise the benefits of investment in information and communications technology (ICT) particularly in the areas of data capture, knowledge management and electronic commerce to more efficiently get things done.

Council has also made a significant commitment to comprehensive organisational review through the Brisbane Best Value (BBV) process.

We recognise that implementation of new systems will involve changed workflows and work practices and may impact on staffing arrangements and skills needs in different areas (e.g. Employee Self Service associated with the new Human Resource Information System/payroll system, Remote Tracking and Despatch Technology). Council will continue to inform and consult employees and their unions about these issues, to ensure effective implementation of systems and related changes.

#### **14.1 Brisbane Best Value (BBV)**

In accordance with the agreed Brisbane Best Value (BBV) framework, areas of Council may be subject to a BBV review.

BBV has three levels of review, with an implementation phase that will be guided by the outcome of the review/s. The levels include:

- Strategic Program Review
- Best Value Service Review
- Business Case and Impact Assessment.

Council, its employees and their unions are committed to progressing the agreed outcomes of the best value process through to implementation. The BBV process will be properly resourced to deliver results with any recommendations adopted from the review process implemented within Council's industrial relations framework, including this Agreement. BBV will not undermine Council's legal and EBA obligations.

Reviews will be undertaken in a way that is consistent with Council's corporate values, in particular, respect for our people.

Employees and their unions will be consulted and be provided with an opportunity to comment on specific options and recommendations throughout the BBV process.

Managers will be responsible for communicating the progress of best value reviews with their employees. Up to two representatives of unions will be invited to each Best Value Advisory Committee meeting. We agree that Council will procure and pay for an independent analyst/consultant to provide analysis and advice to employees and their unions in relation to each BCIA process. In accordance with the agreed procedure, Council will consult with relevant union representatives on the scope, budget, timeframe and other terms of engagement of the consultancy for each BCIA.

Council makes a commitment, consistent with its position of employment security, that it will not use continuous improvement (whether BBV or other processes) to remove or reduce an employee's entitlements.

If a decision is made to modify or discontinue part or all of an internally provided service, and this may have an impact upon employees, Council's Retraining and Placement Procedure will apply to affected employees (refer Clause 23).

## **DEVELOPING A CAPABLE AND ADAPTIVE WORKFORCE**

### **15. Achieving Zero Harm**

We are all committed to Zero Harm in the way we conduct our business. We will continue to promote and involve employees in developing safe, healthy and fair workplaces.

We are committed to understanding all contributing factors that impede or assist the achievement of Zero Harm, allocating resources to address these issues and improving key business processes.

We will continue to reduce the number and severity of workplace injuries by improving the Workplace Health and Safety (WH&S) framework and 'B-Safe', to encourage an attitude of 'safety first' and safe working behaviours at all levels.

Working together, Council management, employees and unions will:

- undertake hazard identification and risk assessment
- implement and review control processes
- investigate all work-caused incidents (including near misses), record and report all investigations and action taken. This should include any changes to processes, resources provided or behaviours modified to reduce the risks of these incidents re-occurring
- review relevant reports, statistics and trends, and benchmark to learn from others
- allocate resources, improve work processes, provide and participate in relevant WH&S training.

We are committed to encouraging and promoting an active and healthy workforce.

Divisional Consultative Committees and local Workplace Health and Safety Committees will continue to review and improve WH&S management systems. The JCC will continue to monitor and improve the effectiveness of health and safety initiatives through its WH&S sub-committee.

## **16. Workload management**

We are committed to enhancing the health and wellbeing of employees and encourage a balance of work and lifestyle. We recognise the health and safety implications of excessive workloads and working arrangements and are committed to exploring opportunities to improve workload management practices across the organisation to enhance effectiveness and efficiency.

Managers, team leaders and employees shall manage work times to meet operational requirements and cooperate to manage and minimise the working of excess hours, contain the accrual of excessive flex-time or time off in lieu (TOIL or OTIL\*) and to ensure that accrued time off and leave can be accessed without disruption to business operation. Mechanisms will be developed to monitor, track and remedy forgone flex leave.

We are committed to ensuring a balance between the appropriate level of employees to meet operational and business needs, customer demand and community expectations, in the context of funding and revenue considerations.

Divisional and/or Work Unit Consultative Committees shall:

- identify any reasons for the working of excess hours
- identify any impediments to employees accessing time off
- investigate whether excessive overtime is being worked in any areas or by individuals
- develop strategies to minimise the working of excess overtime
- monitor and manage the impact of organisational change, work redesign, changed or reduced number of roles on remaining employees.

\* *Human Resource Information System (HRIS) terminology.*

## **17. Work and life**

Brisbane City Council seeks to retain its status as an 'employer of choice' with demonstrated commitment to workplace diversity and a balance between work and life.

We recognise that a diverse and capable workforce is essential to delivering outcomes for the city and its community, and the need to balance business needs and individual requirements. We will continue to demonstrate our commitment to work/life balance through:

- developing and implementing leading-edge work and life, and equity and diversity policies and practices that benefit both employees and the business
- applying flexible and innovative ways and enhancing access to the policies in daily business where possible
- undertaking proactive actions to attract, select, develop and retain employees from diverse backgrounds and abilities, so that the workforce mirrors the diversity in the Brisbane community and an enhanced customer service capability is achieved
- an expectation that managers, team leaders and employees will demonstrate respect and valuing of other employees through their behaviour
- continually strengthening relationships between managers, team leaders and employees
- continuing to support and monitor local equity and diversity planning
- monitoring and improving access to work and life policies and practices, being flexible and innovative in the application of the procedures, for the benefit of both the employee and the business

- subject to operational requirements of the business, exploring barriers to accessing flexible work arrangements, especially for parents, carers and the ageing workforce, and develop strategies, options and mechanisms to improve access.

### **18. Improved Carer's Leave**

Paid Carer's Leave will be maintained at a maximum of 10 days per year, unless access to the Sick Leave Safety Net has been ceased under Clause 11 Ceasing of Sick Leave Safety Net of Schedule 5. All other arrangements regarding Carer's Leave will continue as outlined in the Carer's Leave Procedure.

### **19. Parental Leave**

Paid Maternity Leave will be maintained at 14 weeks, and other arrangements for Maternity, Paternity and Adoption Leave, including taking Maternity and Accrued Leave at half pay, will continue as outlined in relevant procedures.

We recognise that employees may wish to seek flexible or part-time work arrangements upon return from Parental Leave. Subject to the needs of the business, managers will seek to accommodate the needs and preferences of employees. Employees are encouraged to discuss their potential needs and preferences with their manager as early as possible, including before departing on leave, providing maximum opportunity to discuss and consider potential mutually agreeable arrangements. We recognise that, in order to meet both business needs and employee preferences for working arrangements, it may be necessary for employees to seek or accept alternative placement in another role or organisational unit.

### **20. Learning and career development**

We are committed to lifelong learning at both an organisational and individual level.

To meet the changing needs of Council and the community, we agree to monitor, review and update approaches to the development of required skills and capabilities; acquisition and sharing of knowledge; and continuing to build a workforce of capable, competent and committed employees. Employees commit to learn and apply new skills and knowledge, adapt to new ways of working and participate in initiatives which assist Council to meet future needs.

We are committed to training and career development for all Brisbane City Council employees. Training shall be consistent with the Australian Quality Training Framework, where appropriate, and wherever possible will aim to satisfy the requirements of the relevant industry, professional or statutory body.

We agree that DCCs are the appropriate vehicle to develop, oversee and review agreements for training, skills development and competency-based career development.

### **21. Apprenticeships and traineeships**

Council will continue to offer apprenticeships at a minimum AQF Certificate III level and traineeships. Together, Council, employees and unions will:

- explore ways to maximise training opportunities for young people in the city entering Council's workforce
- pursue partnering opportunities with other organisations and group apprenticeship schemes
- develop arrangements to facilitate the transition from training roles to full-time work
- implement employment arrangements and conditions which facilitate the achievement of these objectives.

### **22. Supporting employees through periods of illness**

We remain committed to support employees during periods of illness through Council's safety net Sick Leave and rehabilitation procedures. To ensure continued access, the arrangements in Schedule 5 have been clarified and refined, including:

- clarification of arrangements for managing extended and recurrent absences
- retraining and placement arrangements for employees with medical limitations
- total and permanent disability arrangements.

We agree to continue analysis of patterns and causes of absence to develop programs that will support both employees and team leaders and facilitate improvement in attendance.

### **23. Retraining, placement and separation**

We recognise that sustainable employment depends upon improving competitiveness, implementing better systems and improving processes in all areas of Council. We understand that the organisation will constantly change, so employees may be required to retrain and utilise their skills and capabilities in other areas of Council.

Where changes in technology, business trends, demand, organisational or budget priorities impact the number of roles or employees required, the relevant consultative committees will be advised and the agreed retraining, placement and separation procedures will be used to manage the impact on affected employees.

Retraining and placement procedures have been revised to:

- improve assessment of potential for placement before referring an employee to the retraining and placement process
- enable faster placement of referred employees
- explore suitable employment opportunities external to Council, and facilitate appropriate training and transitional arrangements
- place employees in suitable roles within six months of referral to the program
- provide an enhanced financial package in the case where Voluntary Redundancy is offered.

#### **24. Superannuation**

Superannuation benefits for all employees covered by this Agreement shall be provided from the Brisbane City Council Superannuation Plan (City Super). Employees are entitled to benefits calculated in accordance with the governing rules of City Super applicable to their category of membership, and must contribute to City Super if required under the governing rules. Brisbane City Council will pay superannuation contributions for the benefit of employees as required by the governing rules of City Super.

Nominated JCC union officials will meet with the City Super Reference Group at least once per quarter to discuss issues arising with the management or implementation of superannuation matters. These JCC union officials will be consulted in relation to the preparation and evaluation of tenders for death and disability insurance provided for members of City Super.

Salary Sacrifice arrangements will continue to be available to all employees, subject to legislative provisions and Australian Tax Office rulings.

#### **25. Dispute resolution**

Through this procedure we aim to avoid industrial disputes or, where a dispute occurs, to provide a means of settlement based on consultation, cooperation and discussion and the avoidance of interruption to work performance.

During any dispute, other than a workplace health and safety matter, the status quo existing immediately prior to the matter giving rise to the dispute will remain and work shall continue as it was prior to the dispute without stoppage or the imposition of any ban, limitation or restriction.

No party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.

Any grievance or dispute about or arising from the application of this Agreement shall be handled as follows.

- Stage 1** Discussions between the employee/s and team leader and at the request of the relevant union, shop steward/delegate.
- Stage 2** Discussions involving the employee/s, the shop steward/s and relevant union secretary/organiser or nominated delegates with the relevant line manager and a HR Consultant or other person nominated by the Manager, Employment Arrangements.
- Stage 3** Discussions involving relevant union secretary/organiser or nominated delegates with divisional manager and Manager, Employment Arrangements or nominated delegate.

A dispute shall not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate level.

There shall be a commitment by the parties to achieve adherence to this procedure, including the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute. Throughout all stages of the procedure, all relevant facts shall be clearly identified and recorded.

Sensible time limits shall be allowed for the completion of the various stages of the discussions. Discussions outlined in Stages (1) and (2) above should, if possible, take place within 24 hours after the request of the employee or the employee's representative. At least seven days should be allowed for all stages of the discussions to be finalised, unless otherwise agreed, in writing, by the parties.

Emphasis shall be placed on a negotiated settlement. If the negotiation process is exhausted without the dispute being resolved, however, the parties shall jointly or individually refer the matter to the Queensland Industrial Relations Commission (unless earlier referred by the parties in accordance with this clause). The Queensland Industrial Relations Commission may exercise its power of conciliation and, with the consent of the parties, arbitration.

In order to allow for peaceful resolution of grievances, the parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work, while the procedures of negotiation and conciliation are being followed.

The parties shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the workplace.

## **26. Administrative arrangements**

### **26.1 Application**

This Agreement applies to the employment of all employees of Brisbane City Council who are engaged in roles classified under the Awards listed in Schedule 2 or within other schedules to this Agreement.

### **26.2 Parties bound**

The Parties bound by this Agreement are Brisbane City Council (ABN: 72 002 765 795) and each of the unions listed in Schedule 1 which become signatory to this Agreement prior to certification.

### **26.3 Date and period of operation**

This Agreement shall operate on and from the date of certification and shall remain in force until 16 April 2010. We agree to commence negotiations for a new collective agreement from 2 July 2009. We will endeavour to complete and certify EBA7 prior to the nominal expiry date of this Agreement.

### **26.4 Agreement to prevail**

This Agreement shall operate to the exclusion of all previous Enterprise Bargaining Agreements and Local Area Agreements that had application to employees of Brisbane City Council covered by this Agreement.

### **26.5 Incorporation of Awards**

This Agreement shall be read and interpreted as incorporating each of the terms and conditions of the Awards listed in Schedule 2 as they applied at the date of certification of this Agreement.

The terms of this Agreement and the attached schedules shall prevail to extent of any inconsistency with the Awards listed in Schedule 2.

### **26.6 HR procedures and employee entitlements**

The policies and HR procedures listed in Schedule 4 are incorporated as part of this Agreement. The parties and employees to whom this Agreement applies will comply with Council policies and HR procedures listed in Schedule 4.

### **26.7 Application of schedules for the purposes of certification**

We agree that this Agreement will be lodged for certification in accordance with s. 156 of the *Industrial Relations Act 1999 (Qld)*.

### **26.8 No extra claims**

This Agreement is intended to be in full and final settlement of all issues and claims between the parties, and provides processes to deal with any issues that might arise while this Agreement is in operation. We agree that this Agreement regulates in whole and exclusively, the terms and conditions of employment for persons covered by this Agreement for the life of this Agreement, irrespective of whether such matters are expressly mentioned in or dealt with by this Agreement. We also agree that no party shall make any claim for any alteration to the terms and conditions of employment or any other matters related to the employment of employees, other than by means specifically provided for in this Agreement.

Reclassification of roles under relevant Awards and agreed HR procedures, and agreements developed in accordance with Clause 13, shall not be considered to be extra claims.

We agree that there will be no protected industrial action during the life of this Agreement.

## **SCHEDULE 1: Unions**

- The Australian Workers' Union of Employees, Queensland;
- Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees;
- Queensland Services, Industrial Union of Employees
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees
- Australian Rail, Tram and Bus Industry Union of Employees, Queensland Branch;
- Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees;
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
- The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
- The Electrical Trades Union of Employees Queensland;
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees;
- Australian Building Construction Employees and Builders' Labourers' Federation (Queensland) Union of Employees;

- Federated Engine Drivers' and Firemens' Association Queensland, Union of Employees; and
- Transport Workers Union of Australia, Union of Employees (Queensland Branch)

## **SCHEDULE 2: Awards**

### **Awards**

- *Brisbane City Council – Salaried Staff Award 2004*
- *Brisbane City Council Bus Transport Employees' Award 2003*
- *Brisbane City Council – Construction, Maintenance and General Award 2003*
- *Brisbane City Council – Miscellaneous Workers' Award 2002*
- *Brisbane City Council Plant Operators' Award 2002*
- *Building Trades Public Sector Award – State 2002*
- *Engineering Award – State 2002*
- *Transport, Distribution and Courier Industry Award – Southern Division 2003*

## **SCHEDULE 3: Charter of the Joint Consultative Committee**

### **1. Operating philosophy**

Brisbane City Council executive management and principal unions, together with all unions representing Council employees, agree to establish and maintain a joint cooperative and consultative process to improve the long-term viability, growth and performance of Brisbane City Council and to improve employment security and work life of employees.

This is achieved by developing management and union relationships at the highest levels and by the formation of a Joint Consultative Committee to oversee the implementation of the improvement process throughout Council.

This improvement process is to be an all embracing approach to improving performance and is a total philosophy which involves continuous improvement of all aspects of the organisation's development and delivery of its products and services, sales and marketing, use of technology, the quality of product and work life and the way in which work is organised at all levels.

We commit to the effective operation of the Joint Consultative Committee of Brisbane City Council and will provide the necessary support to successfully implement its agreed goals.

### **2. Structure**

We agree to maintain the following consultative committee structure and agree that the composition and operation of the Divisional, Work Unit and Local Consultative Committees, and other groups noted on the structure below, shall be determined by each group on a needs basis.

Other consultative mechanisms, including Work Study and Improvement Teams and Problem Solving Teams, may be established as determined by the Joint Consultative Committee.

### **3. Constitution**

Unions and management are committed to improving the overall productive performance of the organisation and to achieving improved and effective consultation in the workplace. We agree that cooperation will provide employees with an opportunity, through their unions and committee representatives, to participate fully in decisions which impact on their working lives and improve productive performance. We also agree that effective cooperation is dependent upon effective and timely information sharing and genuine commitment from all parties. It is therefore agreed that the establishment of a permanent Joint (Union/Management) Consultative Committee is the most appropriate method whereby commitment to the above principles can be demonstrated and given effect.

#### **3.1 Objective of the Joint Consultative Committee**

To improve the performance of the organisation in delivering services of value to its customers and at the same time, enriching the work environment of all employees.

#### **3.2 Terms of reference**

The Joint Consultative Committee (JCC) shall meet regularly to receive and review information about Council and its workforce, and to consider matters that may impact the workforce, including:

- clarification and endorsement of human resource and other policies, procedures and guidelines which impact across Council employment or result in significant workplace change
- workplace issues that have the potential to impact on other than the single division, work unit or discrete group of employees
- monitor and review implementation of Enterprise Bargaining Agreements

- undertake specific responsibilities and activities in accordance with the current Enterprise Bargaining Agreement
- any other matter raised by union or management which impacts on the workforce.

Policies and procedures endorsed by JCC shall be published on CityWeb. JCC will determine the best way to publicise changes and inform employees who may be affected by the implementation of those policies and procedures.

The above terms of reference will not apply to individual grievance actions, individual complaints or matters that have been notified as a dispute to the Queensland Industrial Relations Commission.

### **3.3 Structure**

The JCC will consist of the:

- Chief Executive Officer (Chair)
- divisional managers

and one representative from each of the following organisations:

- Australian Municipal, Administrative, Clerical and Services Union (Queensland Services Branch)
- Australian Municipal, Administrative, Clerical and Services Union (Central and Southern Queensland Clerical and Administrative Branch)
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
- Australian Rail, Tram and Bus Industry Union of Employees, Queensland Branch
- The Australian Workers' Union of Employees, Queensland
- Queensland Council of Unions (representing all other union parties).

The Manager, Employment Arrangements shall undertake the roles of Executive Officer and Secretary to the Committee.

### **3.4 Meetings**

The JCC will meet at least quarterly for up to three hours to receive information and reports, discuss and endorse policies and procedures, and other operational responsibilities. Special meetings may be convened to discuss particular issues or as less formal JCC Strategy Meetings, within the terms of reference.

### **3.5 Chair**

The Chief Executive Officer shall chair JCC meetings, and the unions may nominate a coordinator.

### **3.6 Agenda**

All members of the JCC can submit agenda items. The chairperson and union coordinator will discuss and finalise the agenda prior to each meeting. All relevant written information and documents must be circulated with the agenda to members of the committee at least one week prior to the meeting.

### **3.7 Minutes**

The secretary to the JCC will be responsible for the production of the minutes of the meeting. A draft copy of the minutes will be made available within one week of the meeting to the chair and coordinator, who will review the draft, propose amendments and approve release of the minutes. Minutes will then be made available to all members, Council managers and employees through CityWeb and/or email and other unions. The minutes will be formally accepted at the next meeting of the committee.

### **3.8 Responsibilities of JCC members**

All JCC members are to attend all meetings, represent the views of their constituents and give serious consideration to all matters raised. Nominated deputies may attend in exceptional circumstances.

### **3.9 Confidentiality and information sharing**

All members agree to treat information, which may impact upon the competitive advantage or political operations of the organisation with appropriate sensitivity.

### **3.10 Training**

All employee members of the JCC may participate in necessary training to ensure they are able to represent their members and fully participate in the JCC.

### **3.11 Sub-committees**

The Joint Consultative Committee may establish permanent or temporary sub-committees, reference groups and project teams in relation to specific needs, objectives or issues, within the terms of reference. Such committees, groups or teams shall have a clearly defined purpose, minute meetings and, where necessary, timeframe or meeting schedule and report regularly and as required to the JCC.

Sub-committees should include at least one management and one union JCC representative, and may be assigned authority to make recommendations or decisions on behalf of the JCC. Agenda and meeting minutes of sub-committees should be forwarded to all members of the JCC. All JCC members have the right to attend any meeting of JCC sub-committees and should advise the convenor beforehand of their intention to attend (as a courtesy).

## **4. Divisional and Work Unit Consultative Committees**

### **4.1 Purpose of committee**

To improve the performance of the division or work unit in delivering services of value to its customers and at the same time enrich the work environment of all employees.

### **4.2 Terms of reference**

Each Divisional and Work Unit Consultative Committee should establish an agreed charter and operating guidelines which assist the effective provision of information, conduct of meetings and level of responsibility (e.g. discuss, recommend, advise, decide) in relation to various agenda items. The charter and operating guidelines should be readily available to all members and new or temporary members should be advised of these before participating in any meeting. (Note: training for employee consultative committee members is available through HR Services.) Consultative committees should generally meet on a monthly basis, but may agree to less frequent meetings provided meetings are held at least quarterly. Minutes of meetings should be taken and made available to all managers, team leaders and employees in the division or work unit, as well as to members and relevant unions, regardless of membership or attendance.

In general, consultative committees should be able to:

- implement the policy decision and guidelines of the Joint Consultative Committee
- deal with workplace issues that have the potential to impact on all employees within the division or work unit
- undertake specific responsibilities and activities in accordance with the current Enterprise Bargaining Agreement
- address any other matters raised by committee members which impacts on the workforce.

Individual grievances, actions or complaints are excluded, and industrial matters should not be addressed in the consultative committee context after a Dispute Notification has been lodged with the Queensland Industrial Relations Commission.

### **4.3 Membership and operation of meetings**

The divisional or work unit manager shall be a member of the relevant consultative committee, but shall not automatically assume the chair. (In fact, it may be preferable that the senior manager be free to participate in discussion and that the chair/convenor focus on meeting conduct.) An official of each relevant union shall be invited to be a member of the Divisional Consultative Committee (DCC), and the agenda and minutes of each DCC meeting shall be forwarded to each relevant union regardless of membership or attendance.

Each committee should elect a convenor, normally for a specified period (e.g. one year), and determine whether the convenor shall chair meetings, or if the chair shall be rotated between other members.

Members shall be nominated in equal number by management and unions, including union-nominated employees. Membership is normally for a period of two years with a staggered timing for the retirement, replacement or renewal of members commencing after one year. Members have a responsibility to attend all meetings and give serious consideration to all employment matters raised, within the terms of reference. Members have a responsibility to represent, inform and seek opportunities for their constituents.

Each committee shall determine a quorum or minimum representation for a meeting to progress, which shall include at least two management and two union nominees.

## **5. Local Consultative Committees**

Local Consultative Committees (LCCs) operate on a less formal basis than Work Unit Consultative Committees (WUCCs) to discuss and address matters of a local nature associated with safety, physical environment, operational issues and working arrangements. A record is kept of issues discussed and agreed actions arising. Composition, membership and meeting arrangements are determined locally between management, employees and their unions.

## **SCHEDULE 4: Agreed policies, procedures and common conditions**

### **1. Joining Council**

- Salaried Employees Classification and Reclassification of Roles Constitution
- Recruitment and Selection
- Appeals (Recruitment and Selection)
- Appointments Review Committee Constitution
- Criminal History and Working with Children Checks
- Graduate Recruitment
- Base Grade/Entry Level Recruitment
- Ex-employees – Re-employment and Engagement
- Induction
- Probation
- Vacation Employment
- Classification of Roles

### **2. Conditions and benefits**

- Superannuation (including Salary Sacrifice)
- Corporate Wardrobe
- Employee Progression
- Relieving Arrangements (Higher duties)
- Flexible Employment Arrangements
- Time Off in Lieu of Overtime (TOIL)

### **3. Leave**

- Annual Leave
- Self-funded Leave
- Long Service Leave +
- Parental Leave \*
- Carer's Leave \*
- Sick Leave \*
- Career Break
- Leave without Pay
- Cultural and Ceremonial Leave
- Bereavement Leave

### **4. Special leave**

- Christmas/New Year Close Down
- Industrial Relations Education Leave
- Civil Defence/ Military Leave
- Court Subpoena Leave
- Elections – Leave to Contest
- Civil or Natural Disaster Leave
- Jury Service Leave
- Leave for Blood and Blood Cell Donors
- Leave to Participate in Major National or International Sporting Events
- Volunteer Emergency Service Leave

### **5. Managing people**

- Workplace Health and Safety
- Code of Conduct
- Workplace Justice
- Grievance

- Grievance Resolution Guidelines
- Personal History Files
- Rehabilitation \*
- Organisational Design
- Retraining and Placement \*
- Managing Poor Performance and Misconduct

## 6. Developing people

- Learning and Development
- Planning for Performance

## 7. Leaving Council

- Resignations and Terminations
- Separation \*
- References and Service Statements

+ *Including Long Service Leave at half pay.*

\* *As amended to reflect the provisions of this Agreement and schedules.*

## SCHEDULE 5: Safety Net Sick Leave and rehabilitation procedures

Paid Sick Leave is provided to support employees through periods of personal illness and in the rehabilitation process. Sick Leave is not provided as an accumulating entitlement, nor an alternative to Workers' Compensation for workplace injuries, nor a replacement for external welfare arrangements for people no longer able to work. It is not provided to be used in conjunction with income benefits from private insurance to create individual financial benefit.

The following procedures have been agreed to ensure continued access to these safety net Sick Leave arrangements and effective rehabilitation processes and that appropriate arrangements are in place to manage extended and/or recurrent absence and clarify processes for people leaving Council for medical reasons.

### 1. Provision

All employees (other than employees engaged as casuals) who are unable to perform their duties on account of illness or injury (except injury covered by Workers' Compensation) and who have worked for Council for a minimum period of six weeks shall have access to paid Sick Leave in accordance with Council's safety net Sick Leave and rehabilitation provisions outlined in this schedule.

### 2. Taking of Sick Leave

Council will approve all reasonable requests for Sick Leave.

Requests for Sick Leave in the following circumstances will require a medical certificate from a registered medical practitioner\* or other evidence of illness to the satisfaction of the employer:

- for any period of paid Sick Leave which exceeds two working days
- after five or more absences of up to two days on paid Sick Leave without medical certificate have been taken within 12 months from the employee's anniversary of employment. In this situation a medical certificate or other evidence will be required for every day of paid Sick Leave requested during the remainder of that particular year, at the discretion of the local supervisor.

\* *A medical practitioner registered with the Medical Board of Queensland, or similar registration authority, but shall not include the services of osteopaths, chiropractors, acupuncturists, naturopaths, herbalists and homeopaths.*

### 3. Notification of inability to attend work

To assist in making arrangements for replacing an absent employee, employees who are unable to work due to personal illness or injury should notify their immediate supervisor as soon as practical when they become aware of their inability to attend for work, including the reason they are unable to work and the estimated duration of the absence. Failure to do so may result in the non-payment of Sick Leave for that absence.

### 4. Illness at work

If an employee begins work but cannot continue because of illness, the balance of the rostered ordinary time will be treated as paid Sick Leave.

### 5. Appointments at doctor or dentist

In an emergency or when an employee cannot attend a doctor's or dentist's appointment outside normal working hours and attends such appointment during working hours, up to four hours of paid Sick Leave will be allowed to enable attendance at such appointment, for which a certificate would normally be obtained.

## 6. Sickness during leave

An employee who becomes ill while on Annual Leave and/or Long Service Leave will be paid Sick Leave and a corresponding amount of time added to the employee's Annual Leave or Long Service Leave Entitlement, provided that:

- a registered medical practitioner certifies that the employee would be unfit to perform normal duties for a period of not less than five working days; and
- the employee notifies Council as soon as practical; and
- the employee is available for rehabilitation, where possible and appropriate.

Note: Annual and Long Service Leave taken at half pay will be recredited and replaced with Sick Leave at half pay. Sick Leave is not paid for the unpaid proportion of half-paid leave.

## 7. Workers' Compensation

All claims for work-related injury or illness should be submitted to City WorkCover via the employee's supervisor. Supervisors are to monitor any work-related incidents to ensure that all necessary WorkCover forms are completed. If an accepted Workers' Compensation claim is finalised but the employee is unable to return to work due to that Workers' Compensation compensable injury/illness, then paid Sick Leave will not apply for that absence.

## 8. Rehabilitation processes

Paid Sick Leave is designed to support employees with the capability, intention and desire to return to work in their substantive role. Council has a responsibility to rehabilitate ill employees and to assist those employees to return to work. Rehabilitation processes support access to accurate and relevant medical information from the treating doctor and assist a productive return to useful work as soon as practical. To benefit from these Sick Leave arrangements, employees have responsibility to cooperate with the rehabilitation process, including the provision of necessary and reasonable information to allow the rehabilitation process to operate effectively.

Employees can be referred to a rehabilitation consultant\* when they have:

- absences of greater than five consecutive working days on paid Sick Leave; or
- provided a certificate or notified their supervisor that they will be absent for more than five days; or
- recurrent or patterns of absence.

An employee or team leader can seek advice from a rehabilitation consultant at any time about ways to ensure Zero Harm.

The rehabilitation consultant will make an initial assessment on the appropriateness of rehabilitation. When rehabilitation is considered appropriate or if further information is required, the rehabilitation consultant will contact the employee to:

- develop a rehabilitation plan to be commenced; and
- obtain the employee's cooperation in advising their treating doctor to complete and return a standard advice form regarding work capacity and limitations, to enable development and commencement, when appropriate, of a rehabilitation program and return to work; and/or
- obtain the employee's consent for the rehabilitation consultant to contact the employee's treating doctor to clarify the information sought and discuss rehabilitation if required.

The requirement for the employee to support the provision of the above information is necessary to enable Council to meet its obligation to rehabilitate ill employees. Where the employee does not support the provision of this information or otherwise does not comply with rehabilitation, including attendance at medical reviews and participating in support programs, without reasonable excuse, paid Sick Leave will be suspended. In the event that paid Sick Leave is to be suspended, the employee and the employee's union will be notified that suspension of paid Sick Leave will take effect 14 days from the date of notice.

Under the specific situation where the employee has provided consent for the rehabilitation consultant to contact their doctor, and the doctor does not provide the required information, without reasonable excuse, Council may require the employee to consult a Council doctor+. The purpose of consulting the Council doctor would be to facilitate completion of a standard advice form regarding work capacity and limitations, to enable development and commencement, when appropriate, of a rehabilitation program and return to work. Employee cooperation in consulting the Council doctor in the above situation is a requirement for continuation of paid Sick Leave.

Under normal circumstances, the effect of the provision of the standard advice form will be the development and commencement of a rehabilitation program.

Council's responsibility to provide rehabilitation ceases once the employee's injury/illness is stable and stationary, or if medical advice indicates that the employee is no longer able to perform the inherent requirements of their substantive role.

\* *Rehabilitation consultants possess qualifications and experience in rehabilitation case management and are engaged by Council to manage rehabilitation.*

+ *Council doctor refers to any registered medical practitioner appointed and paid by Council.*

## **9. Extended absences**

In order to facilitate appropriate rehabilitation, at any stage during a period of extended absence an employee may be required to undergo a medical review, if one or more of the following is determined by the Rehabilitation Consultant as part of the overall rehabilitation process;

- no information is provided by the employee's treating doctor
- the information provided by the employee's treating doctor is insufficient
- the information provided by the employee's treating doctor is potentially conflicting

At Council's discretion, the medical review may be undertaken by a doctor or specialist nominated by Council, or by the employee's treating doctor. The medical review will clarify the information that is required for Council to support the employee's return to work.

### **Part A**

If an employee is on paid Sick Leave for an extended period, that is six months from the date of illness/injury, and the treating medical practitioner is unable to confirm a return to work with a full clearance to the employee's pre-illness role, the employee may be required to undertake a medical review ("Part A Medical Review"). At Council's discretion, the Part A Medical Review may be undertaken by an independent specialist at Council's expense or by the employee's treating medical practitioner. The Part A Medical Review will be undertaken to determine the employee's:

- ability to return to work in some capacity
- eligibility to continue on paid Sick Leave (with recommendation of further reviews) or
- eligibility for permanent disablement.

The Part A Medical Review may include access to additional specialist medical treatment to assist in rehabilitation.

### **Part B**

If the Part A Medical Review confirms that the employee will be able to return to their substantive role with a full medical clearance within three months from the date of review, paid Sick Leave and rehabilitation will continue. If the employee then does not return to their substantive role with a full medical clearance within this three months, paid Sick Leave will cease with 14 days notice, and the employee will continue to participate in rehabilitation. An employee will be paid for time worked in suitable duties while on a rehabilitation program.

If the Part A Medical Review confirms that the employee is unable to return to their substantive role with a full medical clearance within three months from the date of review, and the employee is not eligible for Total and Permanent Disability arrangements, paid Sick Leave will cease after 14 days notice and the employee will continue to participate in rehabilitation. An employee will be paid for time worked in suitable duties while on a rehabilitation program.

## **10. Recurrent absence**

We accept that where extensive periods of leave have been taken an employee's Sick Leave history (both short term and extended absence) can be reviewed and analysed for a period of up to three years. The purpose would be to identify any difficulties with the employee performing the duties of their role and identify reasonable assistance to enable the employee to perform the duties of their role. In these circumstances, referral to a rehabilitation consultant may be considered and review of continuing Sick Leave entitlements as outlined in this Agreement may be explored.

On referral to rehabilitation, the employee may be required to undergo a medical review if determined necessary by the Rehabilitation Consultant as part of the rehabilitation process. At Council's discretion, the medical review may be undertaken by a doctor/specialist nominated by Council and/or by the employee's treating doctor. The medical review will clarify whether the employee is medically fit to perform all the duties of their role/classification and if there are underlying medical condition/s causing the recurrent or patterns of absence. The employee may be required to participate in the rehabilitation process further, including undertaking a wellness program or other support program, with defined outcomes. This program will be designed by a nominated case management team made up of the Rehabilitation Consultant, the employee's manager, a HR representative, the employee's union representative (if a member and requested to attend), relevant support program provider/s and the employee.

The employee's attendance will continue to be monitored. If an employee continues to experience high levels of absence they may be required to undertake an initial or further medical review to determine if changes to rehabilitation/support programs are required. Where high levels of absence continue, discussions will be held with the employee on ways to resolve ongoing absences and how to avoid the consequence of having Sick Leave ceased. If high levels of absence are not resolved, the divisional manager will review the employee's ongoing access to Sick Leave Safety Net. When determining continuing access to the Sick Leave Safety Net the divisional manager will consider;

- the principles of Sick Leave Safety Net;
- the nature of the employee's medical and other condition/s; and
- the nature of the employee's role/classification and the impact their absence has on the business and service delivery.

## **11. Ceasing of Sick Leave Safety Net**

Where the decision is made by the divisional manager to cease the employee's paid Sick Leave in accordance with Clause 9 or 10 of this schedule, the employee and the employee's union will be notified that this will take effect 14 days from the date of notice, and that medical certificates (with particulars) will be required for all future absences. In this case employees will be entitled to 15 days paid leave of certificated Sick and Carer's Leave combined for the 12 month period following the ceasing of Sick Leave Safety Net. Employees under this arrangement are not entitled to Carer's Leave as outlined in Clause 18 of this Agreement.

Where confidentiality of medical information on the particularised medical certificate is a concern, employees may provide the medical certificate directly to their manager.

The suspension of the Sick Leave Safety Net will remain in place for 12 months. Prior to the expiration of the 12 month suspension period, the divisional manager must reassess whether an employee will be entitled to resume access to the Sick Leave Safety Net. At this time, an employee may be required to undertake a further medical review to determine their capacity to perform all the duties of their role/classification.

Before a decision is made by the divisional manager regarding the reinstatement of the Sick Leave Safety Net, the employee and their union (if a member and requested to attend), are entitled to make representations to the divisional manager.

In making the decision whether to resume the employee's access to the Sick Leave Safety Net, the divisional manager must take into account:

- whether the employee has maintained an acceptable level of attendance over the 12 month period;
- whether the medical review (where one has been undertaken) indicates that the employee will be able to perform their role/classification without excessive absenteeism; and
- the nature of any representations made by the employee and their union.

Where the Sick Leave Safety Net is reinstated, ongoing access to paid Sick Leave will be dependent on the employee maintaining an acceptable level of attendance.

Where the Sick Leave Safety Net is not reinstated, the 15 days of paid certificated Sick and Carer's Leave combined per 12 month period will continue to apply.

## **12. Retraining and placement**

This clause is to be read in conjunction with the Retraining and Placement Procedure. Retraining and placement will apply to an employee if they are unable to perform their substantive role but are able to perform a suitable and available alternative role in accordance with the terms of this clause.

An employee's participation in the Retraining and Placement program will depend upon there being a reasonable expectation that a suitable vacancy and placement within Council will occur within six months, having regard to:

- a medical determination that the employee's condition is stable and stationary and an assessment of fitness for duty, capability and medical restrictions by a Council doctor; and
- a vocational assessment of the employee's skills, capability and medical capacity to perform all the requirements of an available role in Council by independent Council-nominated professionals; and
- a suitable role exists or is likely to become vacant within the six-month period (refer to Retraining and Placement Procedure Medical Condition in Schedule 6).

Once an employee has satisfied the above criteria, the employee will then be managed in accordance with the Retraining and Placement Procedure.

If an employee is not eligible for retraining and placement, Council will discuss options in accordance with the Retraining and Placement Procedure with the employee and their union, including cessation of employment. In this instance both parties reserve their rights under common law and legislation.

## **13. Voluntary Medical Separation**

Council in its sole discretion may offer a Voluntary Medical Separation, taking into account, but not limited to, the circumstances of the employee and the operational requirements of Council.

## **14. Sick Leave and individual employment security**

Where an employee's health or a medical condition precludes performance of the inherent requirements of their substantive role, continuing employment with Council will depend upon:

- positive participation by the employee in rehabilitation
- medical certification and support from the employee's doctor, including provision of information relating to the employee's ability to participate in rehabilitation and return to work arrangements
- the employee having the potential to be placed in an available role in Council

- eligibility and active participation in retraining and placement processes to enable placement in an available meaningful role elsewhere in Council.

Council shall not terminate the services of an employee during the currency of any period of paid Sick Leave with the object of avoiding its obligations under these provisions.

### **15. Total and Permanent Disability (T&PD) arrangements**

As soon as medical reports indicate an employee is totally and permanently disabled, notice must be given to the insurer within two weeks, and a claim for T&PD must be submitted as soon as the application form is available from the T&PD insurer. Council will provide paid Sick Leave from the onset of illness until the first T&PD application is determined, provided:

- the employee gives written consent for Council to liaise with the T&PD insurer in relation to the determination of the claim, and authorises the insurer to provide a copy of the T&PD determination to Council
- the application for T&PD is acceptable to the insurer and meets the minimum requirements of the application form
- the employee has not had their paid Sick Leave ceased in accordance with Clause 9 of this schedule.

If the T&PD application is successful, employment will be terminated and T&PD benefits paid.

If the T&PD application is unsuccessful, paid Sick Leave will be suspended. Employment may continue (unpaid) for up to 12 months after determination of the initial T&PD application while any appeal or review is being considered, if the employee exercises the option to relinquish their substantive position after determination of the first appeal.

### **Process flowcharts**

The following flowcharts are intended to demonstrate how the various Council procedures interact.

The flowcharts include:

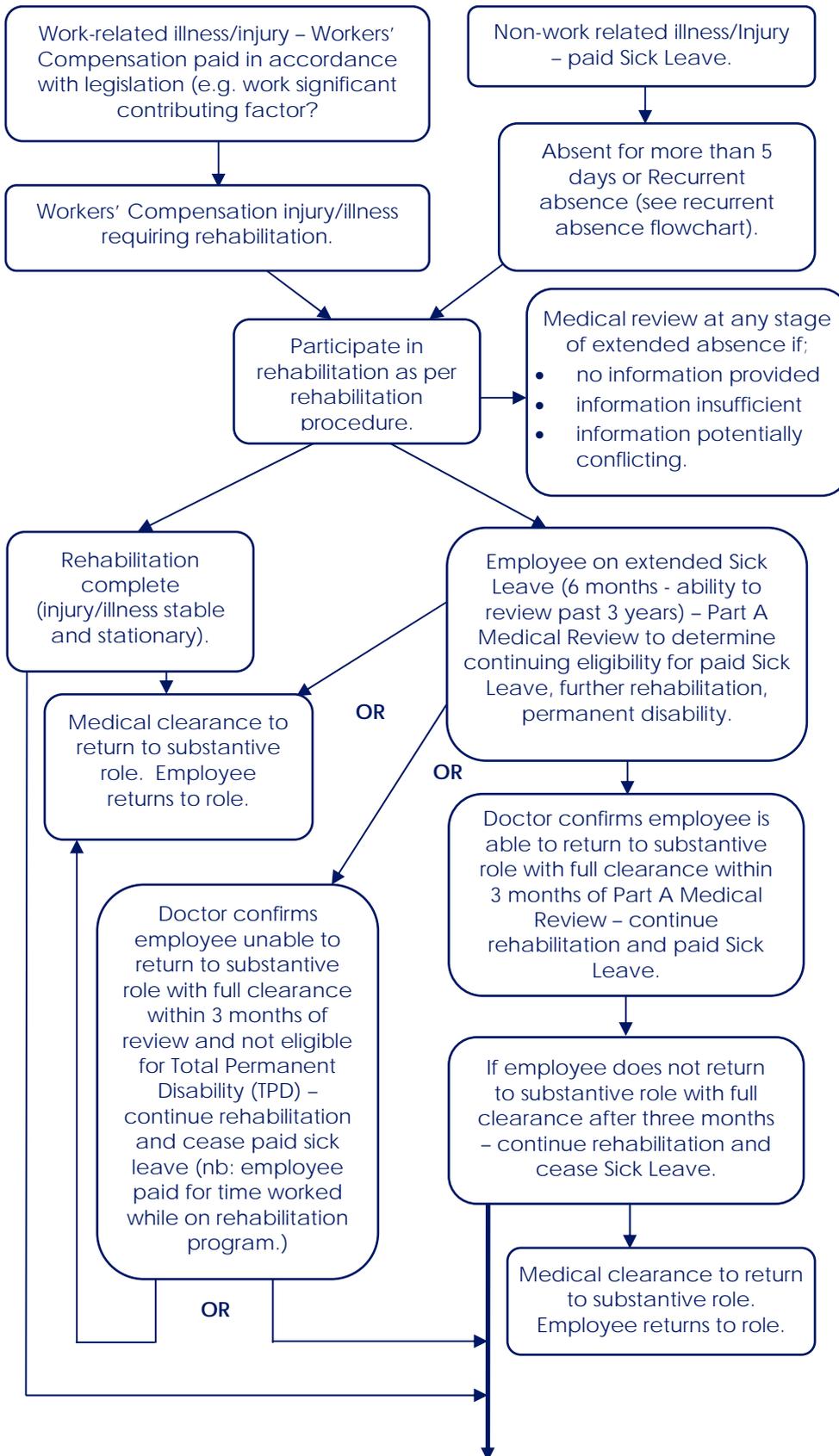
- illness/injury management procedures flowchart; and
- recurrent absence procedure flowchart.

### **Illness/injury management procedures flowchart**

*(Please note: this flowchart is intended to demonstrate how the various Council procedures interact. Circumstances may require some flexibility in charted process. It is not intended to remove legal rights and entitlements.)*

**Process**

**Principles**



Council will approve all reasonable requests for paid Sick Leave.

Employee must participate in rehabilitation – otherwise Workers' Compensation payments suspended /or suspension of paid Sick Leave after 14 days.

To receive paid Sick Leave employee must have the capability, intention and desire to return to work. It is not a replacement for external welfare arrangements for people no longer able to work.

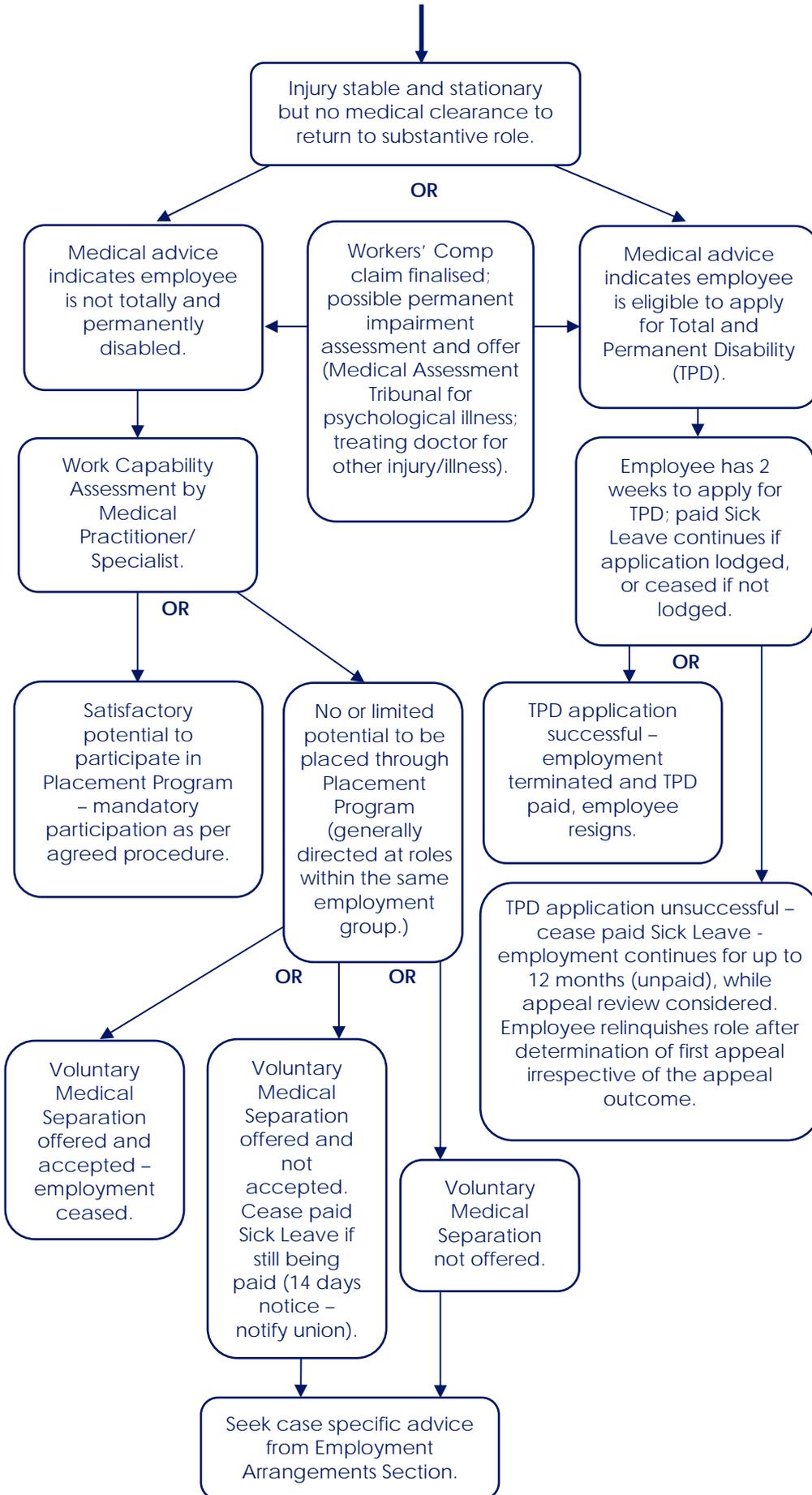
Employees who are union members can request union representation at any point throughout this process.

If medical advice is that the employee is not likely to return to work in 6 months from date of injury - discretionary offer of Voluntary Medical Separation available.

Sick Leave history (including short term absences) can be reviewed for up to 3 years to;

- identify rehabilitation
- review continuing Sick Leave entitlement.

**Illness/injury management procedures flowchart cont...**



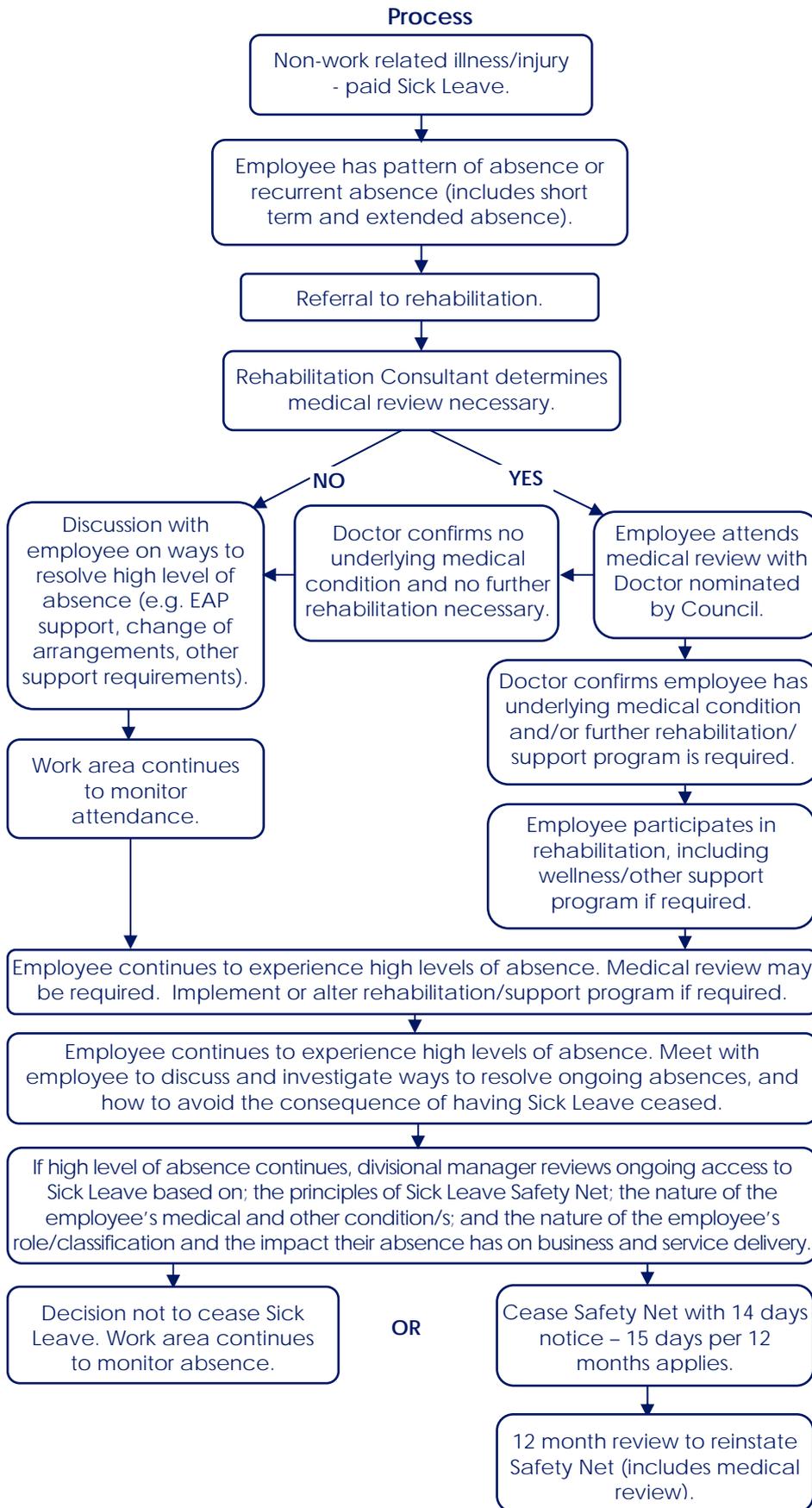
Once the Workers' Compensation claim is finalised; paid Sick Leave is not available where the illness/injury preventing return to substantive role is a Workers' Compensation injury.

Voluntary Medical Separation cannot be offered after initial TPD determination.

Seek case specific advice from Employment Arrangements Section.

**Recurrent absence procedure flowchart**

*(Please note: circumstances may require some flexibility in charted process.)*



**Principles**

- Council will approve all reasonable requests for paid Sick Leave.
- Employees who are union members can request union representation at any point throughout this process.
- To receive paid Sick Leave employees must have the capability, intention and desire to return to work. It is not a replacement for external welfare arrangements for people no longer able to work.
- Employee must participate in rehabilitation, including medical reviews and support programs, otherwise suspension of paid Sick Leave after 14 days notice.
- Sick Leave history (including short term absences) can be reviewed for up to 3 years to;
  - identify rehabilitation
  - review continuing Sick Leave entitlement.

## **SCHEDULE 6: Retraining and placement procedures**

### **Retraining and Placement Procedure – Organisational Change**

#### **Overview**

Council's placement program proactively assists and demonstrates respect for people who are involved in and affected by technological or organisational change. The program balances our need to ensure value for money with our commitment to retaining and retraining our employees. A fundamental principle of the program is to facilitate the expeditious placement of employees to permanent roles. The retraining and placement of individuals will be in accordance with the provisions and principles outlined for retraining, placement and separation in Council's Enterprise Bargaining Agreement/s. The placement program provides an opportunity for employees to be placed either within Council or to consider career opportunities external to Council.

#### **Applicability**

This procedure applies to permanent employees of Brisbane City Council who have been referred to the program as a result of a Brisbane Best Value (BBV) review, or work redesign for example, where new technology is introduced, and/or business or operational requirements change, impacting on the continuing need for existing roles. Council is committed to, where possible, using natural attrition strategies.

The Retraining and Placement Procedure – Organisational Change does not apply in the following work situations.

- The ordinary and customary turnover of labour, temporary, casual and part-time employees.
- Work program changes and re-scheduling (whether daily or annual) where employees are moved to another workplace or situation on completion of the task at hand or in response to workloads.
- Where the employee is subject to performance management for poor performance, attendance or misconduct, the placement program must not be used as an alternative to the managing poor performance and misconduct process.

#### **Definitions**

*Surplus employee* – An employee whose role has become surplus to requirements.

*Voluntary Redundancy* – The separation of a surplus employee from Council based on the employee's acceptance of Council's redundancy offer.

*Voluntary Redundancy package* – The monetary package provided to employees who leave Council through a redundancy option.

#### **Procedure requirements**

##### **1. Retraining and placement**

- a) After an employee is advised of changed operational requirements as a result of work redesign or BBV, a two-week period of support and counselling will be provided. This will include a vocational assessment to determine the employee's potential for placement and the identification of a role for placement.
- b) In the case where there is a decision by E&C to exit a business or part of a business as part of a BBV review, the employee will be offered the choice of a Voluntary Redundancy, or retraining and placement in accordance with this procedure. An employee must either choose Voluntary Redundancy or commit to retraining and placement (the placement program). If the employee does not select Voluntary Redundancy then participation in retraining and placement is mandatory.
- c) In the case of work redesign, Council, at its sole discretion, may offer a surplus employee a Voluntary Redundancy. If Council does not exercise its discretion or the employee does not accept the offer of Voluntary Redundancy, then the employee will be referred to the placement program. Participation in retraining and placement is mandatory.
- d) Where an employee is referred to retraining and placement, the relevant manager will ensure the following steps will occur within two weeks.
  - Identification of role types and areas of Council where relevant roles are, or will be performed, including any reasonable adjustment considerations.
  - Identification of competencies and performance standards to be acquired to support placement.
  - Development of a training/development plan to achieve the required competencies.
- e) Where possible, Council places employees referred to the program in line with that individual's preferred outcome (for example, similar vocational area, remuneration at a similar level, located in reasonable geographic proximity to previous role, similar status and conditions as previous role). Retraining and placement will generally be directed at roles within the same employment group (i.e. City Service, Trade Service, Passenger Service, Salaried Staff), however there can be no commitment or expectation that a suitable role will be available and acceptable in all cases.

- f) Employees may be placed in suitable roles anywhere within the organisation, across all divisions. Placement must occur in consultation with the employee to determine the suitability of the role, however employees cannot refuse a suitable role. If there is an issue with what is deemed 'suitable', the Dispute Resolution Procedure applies.
- g) If a permanent or temporary placement is not available, the employee on the placement program must attend work in their home division and undertake duties as directed within their level of skill until a placement is sourced. This should be located within reasonable proximity to the employee's substantive work location. An employee's income will be maintained during this time.
- h) Where an employee on the placement program has the identified competencies and can meet the performance standards of the role, and is demonstrating the commitment to work in these types of roles, Council will attempt to place the employee directly into the role, subject to (k). This assessment and appointment must take place prior to advertising. (Note: an employee on the placement program may still be directly appointed to an advertised role.)
- i) Subject to the provisions in (g), a manager may also directly appoint an employee on the placement program if it is their view that the employee will be able to attain the identified competencies and will meet the performance standards of the role with appropriate training and support, for a trial period of up to six months (employee is appointed on a temporary basis). Where an employee is placed on a trial basis, there should be genuine potential for the employee to be permanently placed in that role, subject to satisfactory performance. If after six months, or such lesser time as may be determined, the manager determines the employee will not attain the identified competencies and performance standards of the role, the employee returns to the placement program. If the employee attains the competencies and performance standards after the trial period, they are permanently appointed to the role.
- j) These provisions do not prevent the use of the transfer at level process outlined in the Recruitment and Selection Procedure.
- k) Employees who are being considered for placement in higher classified roles than their substantive classification are subject to the requirements of the Recruitment and Selection Procedure. An employee on the placement program cannot be directly appointed to a higher classified permanent role, or higher classified temporary vacancy of greater than six months duration.
- l) Employees on the placement program cannot be considered for roles within quarantined processes of work redesign.
- m) Employees on the placement program have the option to seek either full-time or part-time roles.
- n) Standard performance management procedures and processes including Planning for Performance (PfP) apply to employees on the placement program.

## **2. Placement within six months**

- a) The placement timeframe is six months from the date of referral to the program (date on delegation).
- b) An employee can be permanently placed in a suitable role at a lower level (with income maintenance) during the six-month placement program. If this occurs the employee may continue to be considered for placement in permanent roles at their substantive level for a period of 24 months from the date salary maintenance commenced.
- c) The placement timeframe of six months will not be extended under any circumstances. If an employee is undertaking a temporary placement at the time the six months has expired, a review regarding options in accordance with this procedure must still occur. If a Voluntary Redundancy is offered and accepted, the date of separation may be negotiated to take into account the temporary placement, i.e. the employee separates from the organisation after the temporary appointment has been completed. Likewise, if the employee is to be placed in any suitable role this can occur after the temporary placement has been completed.
- d) If during the period of retraining and placement an employee does not accept an offer of suitable alternative duties/role, Council will consider disciplinary action and discuss options with the employee and their union in accordance with this procedure, including cessation of employment.
- e) (e) If an employee is not placed within six months then the employee may be placed in any suitable role, subject to the existing provisions for income maintenance. If this occurs the employee may continue to be considered for placement in permanent roles at their substantive level for a period of 24 months from the date salary maintenance commenced. (Note: income maintenance commences on the date the employee is referred to the placement program.)
- f) At any time while on the placement program employees may consider their options for Voluntary Redundancy, although any offer of redundancy is at Council's sole discretion.
- g) Voluntary Redundancy will be offered in accordance with the Redundancy Procedure. (See the Redundancy Procedure for further details.)

## **3. Remuneration and income maintenance**

- a) Income maintenance occurs when the employee has their salary or wage maintained while they are seeking placement on the placement program or where the employee is placed in a role where they would receive less remuneration than they would have been entitled to in their previous substantive role.
- b) Income maintenance will be determined on the basis of the level of their previous substantive role or rate of pay inclusive of all permanent allowances and permanent loadings. Permanent allowances/loadings have been defined as:

- Leading Hand if it is a permanent appointment
  - Site Allowance if the employee was permanently on site prior to placement program participation
  - Pesticide Experience Allowance if the employee was permanently paid this allowance prior to placement program participation
  - Over-award payments that the employee would have received had they continued in their substantive role
  - Flexibility Allowance for Local Laws Officers as this is partially a skills-based allowance.
- c) When an employee is in receipt of income maintenance, they are entitled to EBA pay increases and other EBA payments. However an employee is not entitled to progression for their substantive role.
- d) During the period of income maintenance the employee's substantive rate of pay applies in determining overtime payments and any other payments linked to the substantive pay rate.
- e) The employee's income will be maintained for a fixed maximum period of 24 months from the date of referral to the placement program. Income maintenance will not exceed 24 months from the date of referral to the placement program and cannot be extended in any circumstance irrespective of the employee being placed in a temporary or permanent role.
- f) After an employee has received income maintenance for 24 months their pay rate is frozen (they are not entitled to EBA payments or progression) and the difference between their substantive rate of pay and the rate of pay of their lower classified role is bridged by a supplementary allowance.
- g) The supplementary allowance is gradually reduced by subsequent wage or salary increases applicable to the employee's new role, until fully absorbed.

#### **4. What costs are met by the home division and receiving division?**

- a) The employee's home division (where the employee's substantive role is located) is responsible for costs of salary/wages while the employee is not placed.
- b) The employee's home division is responsible for the cost of career counselling and retraining. These costs will be capped at \$2500 per employee. Expenditure beyond this amount will be at the division's discretion.
- c) When an employee is temporarily or permanently placed into a role of lower pay classification the receiving division pays the actual rate for that lower classified role while the employee's home division pays the difference (income maintenance). Note: salaried employees who are temporarily or permanently placed in a lower classified role must be appointed at the highest pay point in the lower banded role.
- d) In the instance that an employee is entitled to a supplementary allowance (after 24 months of income maintenance) the home division is responsible for its payment. The supplementary allowance is gradually reduced by subsequent wage or salary increases applicable to the employee's new role, until fully absorbed.
- e) When the employee is temporarily or permanently placed in an equivalent or higher classified role, the receiving division pays the entire salary/wage.
- f) In the case of overtime, the receiving division is responsible for all overtime payments.
- g) Costs of Voluntary Redundancy are met by the home division.

#### **5. Roles and responsibilities**

- a) Employees eligible for the placement program must:
- sign a retraining and placement agreement committing to participate in training, applying for appropriate roles and not refusing suitable alternative employment
  - take advantage of every reasonable opportunity to upgrade their skills and actively participate in the program
  - be prepared to physically relocate their place of employment
  - undertake on-the-job learning.
- b) The employee will have access to the following during the program timeframe.
- Employee Assistance Program (EAP), to help the employee deal with the personal and practical issues related to work changes.
  - Career and lifestyle counselling to enable the employee to make judgments about future career aspirations.
  - Retraining to help achieve a chosen career path, including the completion of a skills audit and the development of a training plan.
  - Job search assistance to allow the employee every opportunity to secure new roles. This assistance applies equally to internal and external employment or business opportunities.
- c) Managers are responsible for:
- completion of the delegation to refer the employee to the placement program (once the employee has elected to participate)
  - the appointment of a case manager
  - promoting Council's commitment to the program

- providing employees with the necessary resources, support and training to enable them to make employment transitions, including any reasonable adjustment considerations
  - ensuring the employee has access to the necessary resources for achieving the objectives of the placement strategy e.g. provide on-the-job learning, job search assistance, access to the Employee Assistance Program
  - ensuring the employee has continuing placement for the six-month period and not unreasonably withhold opportunities for placement
  - conducting PfP and managing performance and attendance with employees in their division
  - ensuring that all associated personnel administrative tasks are attended to e.g. appropriate delegations completed, correct income maintenance payments
  - providing relevant stakeholders with data and information about vacancies and employees requiring placement, and placed employees in their branch
  - appointing suitable employees on the placement program to vacancies in their division without advertising the role
  - directly appointing people in the placement program into their work area
  - placing the employee in any suitable role after the six-month period.
- d) The case manager is responsible for:
- maintaining contact with relevant branch manager, team leader, Divisional Human Resources Manager and union in establishing and coordinating a placement strategy for the employee
  - maintaining regular contact with the employee during their participation in the placement program to monitor progress
  - ensuring that a PfP is undertaken at the beginning of each temporary placement and ensuring that a review of the employee's performance is undertaken at the completion of the placement
  - managing the day to day training and placement of the employee and ensuring the manager is kept informed
  - liaising with the manager to ensure the employee has access to appropriate support and resources.
- e) The Placement Program Coordinator is responsible for coordinating and monitoring the program by:
- establishing and maintaining a process through which each division has complete and relevant information about vacancies, temporary placements and employees requiring placement in all divisions
  - reviewing the Council Employment Opportunities List prior to its publication and ensuring that relevant vacancies are referred to case managers for consideration
  - continually reviewing the program to enhance its effectiveness and provide the appropriate education and training for staff involved
  - providing a monthly report on the status of program participants to the Executive Management Team and to other members of the Joint Consultative Committee
  - maintaining a careers information database of both internal and external information for use by employees
  - maintaining a panel of trained and accredited career counsellors to which divisions can refer employees.

## **6. Refusal to participate, refusal of suitable role, no placement within six months**

- a) The manager may consider disciplinary action if:
- no Voluntary Redundancy offer is made because the employee has skills that the organisation requires and the employee refuses to participate in the placement program; or
  - the employee rejects an offer of Voluntary Redundancy and refuses to participate in the placement program; or
  - the employee does not comply with reasonable requirements for retraining, temporary placement or placement in a suitable role after six months.
- b) Where an employee in the placement program refuses a suitable role, the manager will discuss options in accordance with this procedure, including cessation of employment. The manager of the employee's home division, following consultation with the employee and the employee's union and having regard for all the circumstances, may also terminate the provision of income maintenance to the employee and commence performance counselling.
- c) If an employee is not placed within six months, a basic separation offer, based on two weeks per year of service to a maximum of 52 weeks without Incentive Payment or Extended Service Payment, will be made (see Voluntary Redundancy Procedure for further details). If the redundancy offer is not accepted, then the employee may be placed in any suitable role, subject to the existing provisions for income maintenance.
- d) At anytime on the placement program an employee may request a Voluntary Redundancy however an offer of redundancy is at the sole discretion of Council.

## Retraining and Placement Procedure – Medical Condition

### Overview

Council's placement program proactively assists and demonstrates respect for people who can no longer perform the inherent requirements of their substantive role due to a medical condition. The program balances our need to ensure value for money with our preferred approach of retaining and retraining our employees. A fundamental principle of the program is to facilitate the expeditious placement of employees to permanent roles. The retraining and placement of individuals will be in accordance with the provisions and principles outlined for retraining, placement and separation in Council's Enterprise Bargaining Agreement/s. The placement program provides an opportunity for employees to be placed either within Council or to consider career opportunities external to Council.

### Applicability

This procedure applies to permanent employees of Brisbane City Council after they have participated in a rehabilitation program, where an employee's injury or illness prevents them from performing the inherent requirements of their substantive role and they meet the following criteria.

- Council has received medical advice from a legally qualified medical practitioner confirming that the employee is unable to return to their substantive role; and
- Council has received a medical determination that the employee's condition is stable and stationary and the employee has undertaken an assessment of fitness for duty, capability and medical restrictions by a Council Doctor; and
- There has been a vocational assessment of the employee's skills, capability and medical capacity to perform all the requirements of an available role in Council by independent Council-nominated professionals, which will be coordinated by the Retraining and Placement Specialist; and
- Where the injury/illness preventing the employee performing their substantive role was not a Workers' Compensation injury but covered by Sick Leave, there is a determination that a suitable role exists or is likely to become vacant within the six-month period. In this case, an employee's participation in the Retraining and Placement Program will depend upon there being a reasonable expectation that a suitable vacancy and placement within Council will occur within six months, having regard to the medical determination and the vocational assessment. This determination will also take into account reasonable adjustment, anti-discrimination legislation and industrial relations legislation.

The Retraining and Placement Procedure does not apply in the following work situations.

- Suitable duties programs implemented as part of the rehabilitation process.
- For Workers' Compensation injuries, where in the opinion of the medical practitioner there is no or very limited opportunity for the employee to be retrained and/or placed.
- Where, based on the above criteria, an employee with a Sick Leave injury/illness is not eligible for retraining and placement, Council will discuss options in accordance with the Retraining and Placement Procedure with the employee and their union, including cessation of employment. In this instance both parties reserve their rights under common law and legislation.
- Where the employee is subject to performance management for poor performance, attendance or misconduct, the placement program must not be used as an alternative to the managing poor performance and misconduct process.

### Definitions

*Incapacitated employee* – An employee with an injury or illness that results in their being unable to perform the inherent requirements of their substantive role, as determined by a medical practitioner.

*Voluntary Medical Separation* – The separation of an incapacitated employee from Council based on the employee's acceptance of Council's offer.

*Voluntary Separation package* – The monetary package provided to employees who leave Council through a separation option.

### Procedure requirements

#### 1. Retraining and placement

- a) Participation in the placement program (retraining and placement) can only occur after a medical determination by a Council doctor that the employee's condition is stable and stationary, and the employee meets the eligibility criteria listed above.
- b) Participation in retraining and placement is mandatory.
- c) Where an employee commits to retraining and placement, the relevant manager will ensure the following steps will occur within two weeks.
  - Identification of role types and areas of Council where relevant roles are, or will be performed, including any reasonable adjustment considerations.

- Identification of competencies and performance standards to be acquired to support placement.
  - Development of a training/development plan to achieve the required competencies.
- d) Where possible, Council places employees referred to the program in line with that individual's preferred outcome (e.g. similar vocational area, remuneration at a similar level, located in reasonable geographic proximity to previous role, similar status and conditions as previous role). Retraining and placement will generally be directed at roles within the same employment group (i.e. City Service, Trade Service, Passenger Service, Salaried Staff), however there can be no commitment or expectation that a suitable role will be available and acceptable in all cases.
- e) Employees may be placed in suitable roles anywhere within the organisation, across all divisions. Placement must occur in consultation with the employee to determine the suitability of the role, however employees cannot refuse a suitable role. If there is an issue with what is deemed 'suitable', the Dispute Resolution Procedure applies.
- f) If a permanent or temporary placement is not available, the employee on the placement program must attend work in their home division and undertake duties as directed within their level of skill and/or physical capacity until a placement is sourced. This should be located within reasonable proximity to the employee's substantive work location. An employee's income will be maintained during this time.
- g) Where an employee on the placement program has the identified competencies and can meet the performance standards of the role, and is demonstrating the commitment to work in these types of roles, Council will attempt to place the employee directly into the role, subject to (k). This assessment and appointment must take place prior to advertising. (Note: an employee on the placement program may still be directly appointed to an advertised role.)
- h) Subject to the provisions in (g), a manager may also directly appoint an employee on the placement program if it is their view that the employee will be able to attain the identified competencies and will meet the performance standards of the role with appropriate training and support, for a trial period of up to six months (employee is appointed on a temporary basis). Where an employee is placed on a trial basis, there should be genuine potential for the employee to be permanently placed in that role, subject to satisfactory performance. If after six months or such lesser time as may be determined, the manager determines the employee will not attain the identified competencies and performance standards of the role, the employee returns to the placement program. If the employee attains the competencies and performance standards after the trial period, they are permanently appointed to the role.
- i) These provisions do not prevent the use of the transfer at level process outlined in the Recruitment and Selection Procedure.
- j) Employees who are being considered for placement in higher classified roles than their substantive classification are subject to the requirements of the Recruitment and Selection Procedure. An employee on the placement program cannot be directly appointed to a higher classified permanent role or higher classified temporary vacancy of more than six months duration.
- k) Employees on the placement program cannot be considered for roles within quarantined processes of work redesign.
- l) Employees on the placement program have the option to seek either full-time or part-time roles.
- m) Standard performance management procedures and processes including Planning for Performance (PfP) apply to employees on the placement program.

## **2. Placement within six months**

- a) The placement timeframe is six months from the date of referral to the program (date on delegation).
- b) An employee can be permanently placed in a suitable role at a lower level (with income maintenance) during the six-month placement program. If this occurs, the employee may choose to continue to be considered for placement in permanent roles at their substantive level until the six-month timeframe has expired.
- c) The placement timeframe of six months will not be extended under any circumstances. If an employee is undertaking a temporary placement at the time the six months has expired, a review regarding options in accordance with this procedure must still occur. If a Voluntary Medical Separation is offered and accepted, the date of separation may be negotiated to take into account the temporary placement i.e. the employee separates from the organisation after the temporary appointment has been completed. Likewise, if the employee is to be placed in any suitable role this can occur after the temporary placement has been completed.
- d) If during the period of retraining and placement an employee does not accept an offer of suitable alternative duties/role, Council will consider disciplinary action and discuss options with the employee in accordance with this procedure, including cessation of employment.
- e) If an employee is not placed within six months, the employee may be placed in any suitable role, subject to the existing provisions for income maintenance. Note: income maintenance commences on the date the employee is referred to the placement program.
- f) At any time while an employee is on the placement program (due to a medical condition), Council at its sole discretion may make an offer of Voluntary Medical Separation in accordance with the Voluntary Medical Separation Procedure. (See the Voluntary Medical Separation Procedure for more details.)

### 3. Remuneration and income maintenance

- a) Income maintenance occurs when an employee has their salary or wage maintained while they are seeking placement on the placement program, or where the employee is placed in a role where they would receive less remuneration than they would have been entitled to in their previous substantive role.
- b) Income maintenance will be determined on the basis of the level of their previous substantive role or rate of pay inclusive of all permanent allowances and permanent loadings. Permanent allowances/loadings have been defined as:
  - Leading Hand if it is a permanent appointment
  - Site Allowance if the employee was permanently on site prior to placement program participation
  - Pesticide Experience Allowance if the employee was permanently paid this allowance prior to placement program participation
  - Over-award payments that the employee would have received had they continued in their substantive role
  - Flexibility Allowance for Local Laws Officers as this is partially a skills-based allowance.
- c) When an employee is in receipt of income maintenance, they are entitled to EBA pay increases and other EBA payments. However, an employee is not entitled to progression for their substantive role.
- d) During the period of income maintenance, the employee's substantive rate of pay applies in determining overtime payments and any other payments linked to the substantive pay rate.
- e) The employee's income will be maintained for a fixed maximum period of 24 months from the date of referral to the placement program. Income maintenance will not exceed 24 months from the date of referral to the placement program and cannot be extended in any circumstance irrespective of the employee being placed in a temporary or permanent role.
- f) After an employee has received income maintenance for 24 months, their pay rate is frozen (they are not entitled to EBA payments or progression) and the difference between their substantive rate of pay and the rate of pay of their lower classified role is bridged by a supplementary allowance.
- g) The supplementary allowance is gradually reduced by subsequent wage or salary increases applicable to the employee's new role, until fully absorbed.

### 4. What costs are met by the home division and receiving division?

- a) The employee's home division (where the employee's substantive role is located) is responsible for costs of salary/wages while the employee is not placed.
- b) The employee's home division is responsible for the cost of career counselling and retraining. These costs will be capped at \$2500 per employee. Expenditure beyond this amount will be at the division's discretion.
- c) When an employee is temporarily or permanently placed into a role of lower pay classification, the receiving division pays the actual rate for that lower classified role while the employee's home division pays the difference (income maintenance). Note: salaried employees who are temporarily or permanently placed in a lower classified role must be appointed at the highest pay-point in the lower banded role.
- d) In the instance that an employee is entitled to a supplementary allowance (after 24 months of income maintenance) the home division is responsible for its payment. The supplementary allowance is gradually reduced by subsequent wage or salary increases applicable to the employee's new role, until fully absorbed.
- e) When the employee is temporarily or permanently placed in an equivalent or higher classified role, the receiving division pays the entire salary/wage.
- f) In the case of overtime, the receiving division is responsible for all overtime payments.
- g) Costs of Voluntary Medical Separation, if offered, are met by the home division.

### 5. Roles and responsibilities

- a) Employees eligible for the placement program must:
  - sign a retraining and placement agreement committing to participate in training, applying for appropriate roles and not refusing suitable alternative employment
  - take advantage of every reasonable opportunity to upgrade their skills and actively participate in the program
  - be prepared to physically relocate their place of employment
  - undertake on-the-job learning.
- b) The employee will have access to the following during the program timeframe.
  - Employee Assistance Program (EAP), to help the employee deal with the personal and practical issues related to work changes.
  - Career and lifestyle counselling to enable the employee to make judgements about future career aspirations.
  - Retraining to help achieve a chosen career path, including the completion of a skills audit and the development of a training plan.

- Job search assistance to allow the employee every opportunity to secure new roles. This assistance applies equally to internal and external employment or business opportunities.
- c) Managers are responsible for:
- completion of the delegation to refer the employee to the placement program (once the employee has elected to participate)
  - the appointment of a case manager
  - promoting Council's commitment to the program
  - providing employees with the necessary resources, support and training to enable them to make employment transitions, including any reasonable adjustment considerations
  - ensuring the employee has access to the necessary resources for achieving the objectives of the placement strategy, e.g. provide on-the-job learning, job search assistance, access to the Employee Assistance Program
  - ensuring the employee has continuing placement for the six-month period and not unreasonably withhold opportunities for placement
  - conducting PfP and managing performance and attendance with employees in their division
  - ensuring that all associated personnel administrative tasks are attended to, e.g. appropriate delegations completed, correct income maintenance payments
  - providing relevant stakeholders with data and information about vacancies and employees requiring placement, and placed employees in their branch
  - appointing suitable employees on the placement program to vacancies in their division without advertising the role
  - directly appointing people in the placement program into their work area
  - placing the employee in any suitable role after the six-month period.
- d) The case manager is responsible for:
- maintaining contact with relevant branch manager, team leader, divisional human resources manager and union in establishing and coordinating a placement strategy for the employee
  - maintaining regular contact with the employee during their participation in the placement program to monitor progress
  - ensuring that a PfP is undertaken at the beginning of each temporary placement and ensuring that a review of the employee's performance is undertaken at the completion of the placement
  - managing the day to day training and placement of the employee and ensuring the manager is kept informed
  - liaising with the manager to ensure the employee has access to appropriate support and resources.
- e) The Placement Program Coordinator is responsible for coordinating and monitoring the program by:
- establishing and maintaining a process through which each division has complete and relevant information about vacancies, temporary placements and employees requiring placement in all divisions
  - reviewing the Council Employment Opportunities List prior to its publication and ensuring that relevant vacancies are referred to case managers for consideration
  - continually reviewing the program to enhance its effectiveness and provide the appropriate education and training for staff involved
  - providing a monthly report on the status of program participants to the Executive Management Team and to other members of the Joint Consultative Committee
  - maintaining a careers information database of both internal and external information for use by employees
  - maintaining a panel of trained and accredited career counsellors to which divisions can refer employees.

## **6. Refusal to participate, refusal of suitable role, no placement within six months**

- a) The manager may consider disciplinary action if:
- no Voluntary Medical Separation offer is made, and the employee refuses to participate in the placement program; or
  - the employee refuses to participate in the placement program; or
  - the employee does not comply with reasonable requirements for retraining, temporary placement or placement in a suitable role after six months.
- b) Where an employee in the placement program refuses a suitable role, the manager will discuss options in accordance with this procedure, including cessation of employment. The manager of the employee's home division, following consultation with the employee and the employee's union and having regard for all the circumstances, may terminate the provision of income maintenance to the employee and commence performance counselling.
- c) If an employee is not placed within six months, the employee may be placed in any suitable role, subject to the existing provisions for income maintenance.

- d) At any time on the placement program an employee may request a Voluntary Medical Separation, however an offer of separation is at the sole discretion of Council.

## **7. Voluntary Medical Separation**

Council has sole discretion in offering a Voluntary Medical Separation at any time throughout the retraining and placement process. Any offer of Voluntary Medical Separation will be in accordance with the Voluntary Medical Separation Procedure.

### **SCHEDULE 7: Redundancy and separation procedures**

#### **Overview**

Council is committed to supporting employees who are affected by organisational change.

Council prefers to retrain and place employees made surplus to requirements into the areas where they can continue to provide value for money and make a positive contribution.

This procedure provides options to manage situations in which these aims may not be achievable or may prove unsuccessful, and/or may not be desired by the employees involved.

This procedure demonstrates respect for people by assisting Council employees who are affected by technological or organisational change to leave the organisation in a fair and reasonable manner.

#### **Applicability**

This procedure applies only to permanent employees.

Voluntary Redundancy does not apply where:

- employment is terminated as a consequence of poor performance or misconduct
- employment is terminated due to frustration of contract, abandonment of employment or irregular or poor attendance
- employees are engaged for a specific period of time or for a specific task or tasks (including temporary, casual or contract employees)
- an employee voluntarily resigns.

Voluntary Redundancy applies where an employee has become surplus to requirements as a result of new technologies being introduced and/or changes to business or operational requirements, and does not have required skills or capabilities or the capacity to retrain within a reasonable time.

#### **Definitions**

*Redundancy* – Council determines that a designated role that an employee has been performing is no longer required and is surplus to requirements.

*Surplus Employee* – An employee whose role has become surplus to requirements.

*Voluntary Redundancy* – The separation of a surplus employee from Council based on the employee's acceptance of Council's redundancy offer.

*Voluntary Redundancy package* – The monetary package provided to employees who leave Council through a redundancy option.

*Voluntary Separation* – The separation of an employee by agreement following an unsuccessful period of retraining and placement or for medical reasons.

*Weekly pay rate* – The rate of pay (excluding shift loadings, weekend penalty payments, allowances and overtime) plus service increment payments based on the salary or wages paid, or payable, to the employee at the date of separation from Council.

#### **Procedure requirements**

##### **1. Voluntary Redundancy**

- a) After an employee is advised of changed operational requirements as a result of work redesign or Brisbane Best Value (BBV) a two-week period of support and counselling will be provided. This will include a vocational assessment to determine the employee's potential for placement, and the identification of a role for placement, unless the employee chooses to forgo this option.
- b) In the case where there is a decision by E&C to exit a business or part of a business as part of a BBV review, the employee will be offered the choice of a Voluntary Redundancy or retraining and placement in accordance with this procedure. An employee must either choose Voluntary Redundancy or commit to retraining and placement (the placement program). If the employee does not select Voluntary Redundancy then participation in retraining and placement is mandatory.

- c) In the case of work redesign, Council, at its sole discretion, may offer a surplus employee a Voluntary Redundancy. If Council does not exercise its discretion or the employee does not accept the offer of Voluntary Redundancy, then the employee will be referred to the placement program. Participation in retraining and placement is mandatory.
- d) After this initial two-week period of support and counselling, the employee may be offered a Voluntary Redundancy, subject to organisational skill requirements. The employee may consider this offer for up to two weeks, seeking external financial and other advice. Within four weeks of being advised of the changed operational requirements, the employee will either accept Voluntary Redundancy or commit to retraining and placement.
- e) Where retraining and placement is offered in accordance with the Retraining and Placement Procedure, but the employee is not placed within six months of their referral to this process, then the employee may be placed in any suitable role, subject to the provisions for income maintenance. Alternatively, a voluntary separation offer, based on two weeks per year of service (to a maximum of 52 weeks, no incentive payment), may be agreed.

## 2. Offering Voluntary Redundancy

- a) Council has sole discretion in offering Voluntary Redundancy. Redundancy is offered only in those circumstances where there is a significant net benefit to the Council, giving consideration to:
  - the value of the employee's skills and knowledge
  - the likelihood of losing high-performance employees it wishes to retain
  - its liabilities for employer contributions according to relevant superannuation schemes
  - the probable effect upon organisational climate either of offering or of not offering the redundancy
  - the net wage or salary savings expected to flow from such a proposal
  - the cost effectiveness of retraining and placement, and the employee's potential in this regard.
- b) The relevant divisional manager, following consultation with the relevant unions and the Manager, Employment Arrangements, approves any offer of Voluntary Redundancy. The divisional manager takes into consideration the following matters before approving an offer of Voluntary Redundancy.
  - The net benefit to Council.
  - The details of consultation with the relevant Union and Employment Arrangements, and whether there is agreement with the proposal.
  - The proposals with respect to refilling/not refilling the role, together with the justification for such action.
- c) Voluntary Redundancy will be offered, subject to organisational skill requirements, based on two weeks pay per year of service (to a maximum of 52 weeks).
- d) An incentive payment of \$8000 or 10 weeks pay, whichever is greater, will be available for two weeks from the date a written and specific offer is made, but will then be withdrawn if the offer of Voluntary Redundancy has not been accepted and the employee will be committed to retraining and placement, if applicable.
- e) In the event of organisational change arising from Brisbane Best Value or work redesign, and a decision is taken to exit or significantly reduce an area of activity, an additional incentive payment may be offered to employees with more than 26 years service. The additional incentive of one week's pay for each additional completed year of service, over 26 years shall only be offered with the approval of the Chief Executive Officer and shall be limited to employees occupying roles made redundant in the division or business unit affected. This additional incentive payment will also be withdrawn if the offer of Voluntary Redundancy has not been accepted within two weeks.

## 3. Entitlement

An employee accepting voluntary separation is entitled to:

### 3.1 Severance payment

Severance payment of two weeks pay for every year of service (and a proportionate amount for an incomplete year of service) with Council or other local authority constituted under the *Local Government Act 1993*.

Note: the severance payment is calculated on the following basis so as not to disadvantage employees who may transition from full-time to part-time employment in their careers.

Firstly, the length of the employee's full-time service with Brisbane City Council is calculated against the equivalent full-time weekly pay rate applicable to the role that the employee is occupying at the date of separation from Council.

Secondly, the average proportion of part-time work over the period of the employee's service with Brisbane City Council is determined, and applied, on a pro-rata basis, to the equivalent full-time weekly pay rate applicable to the role which the employee is occupying at the date of separation from Council.

In totalling the above, consideration is then given to the following limiting factors.

- There is no minimum payment.
- A maximum payment of 52 weeks applies.

### 3.2 Incentive payment

Incentive payment of either \$8000 or 10 weeks pay (whichever is greater), together with additional incentive payment provided in 2(e) where relevant, provided the employee accepts the offer within two weeks of a written offer from Council, made through the appropriate manager or divisional manager.

This incentive payment will then be withdrawn if the offer of Voluntary Redundancy has not been accepted.

The actual date of departure may be delayed where it is in Council's interests and the employee agrees in writing.

The pay rate that applies to the incentive payment is the employee's weekly pay rate at the date of separation from Council.

This absorbs the Notice of Termination entitlements.

The incentive payment, however, can not be offered more than once and is not available to employees who have participated in the placement program for six months without permanent placement, except in cases where the employee was not offered Voluntary Redundancy before being referred to retraining and placement.

### 3.3 Leave entitlements

Payment of leave entitlements is based on the employee's rate of pay at the date of separation from Council and includes:

- Annual Leave owing, including pro-rata leave
- pro-rata Long Service Leave for officers who have worked for at least one year, on a basis of 1.3 weeks for each year of continuous service and a proportionate amount for an incomplete year of service.

Entitlements are considered according to periods of unpaid leave and the effect those have on the employee's leave.

### 3.4 Sick Leave

Some employees who joined Council prior to 1 July 1996 may have access to unused Sick Leave credits under a package of options agreed to as part of the Council's EBA2. Employees appointed to Council following the acceptance of EBA2 are not entitled to any pay out of Sick Leave when they leave the organisation.

### 3.5 Superannuation

Employee entitlements under the Brisbane City Council Superannuation Plan apply.

### 3.6 Other entitlements

Other accrued entitlements may be relevant, such as leave in lieu, which is also based upon the date of separation from Council.

### 3.7 Career options

Use of existing support mechanisms in Council to investigate future career options.

## 4. Process

When the relevant divisional manager has approved the offering of a Voluntary Redundancy to an employee:

- the initiating branch prepares and forwards to the employee a letter of offer;
- the employee has two weeks from receipt of the letter to accept the offer and to indicate the date on which they would like to leave the organisation;
- on receipt of written acceptance by the employee, the initiating branch notifies the trustees of Council's Superannuation Plan and makes the necessary pay and administrative arrangements in preparing for the employee's termination, including the proper filing of information on the employee's personal history file.

## 5. Responsibilities

a) Management should:

- treat employees fairly and with respect at all times during the redundancy and separation process
- explore the options of the placement program before considering Voluntary Redundancy where appropriate
- consult with the relevant union and Employment Arrangements
- ensure timely and accurate termination payments, and inform the Trustees of the Brisbane City Council Superannuation Plan
- attend to relevant correspondence and administration.

b) Employees should:

- carefully consider their decision in relation to Voluntary Redundancy and respond promptly to the Council's letter of offer

- before considering Voluntary Redundancy, contact Payroll Services for relevant taxation details, as well as a financial adviser regarding other relevant financial issues
  - seek financial advice regarding taxation, as tax implications for bona-fide redundancy for surplus employees differ from Voluntary Separation for medical or other reasons
  - contact City Super to confirm their superannuation entitlements and options, and confirm with their payroll officer any leave or other entitlements due
  - after acceptance of the offer, contact payroll to finalise eligible termination payment details.
- c) The relevant union should be consulted throughout the process.

## 6. Refilling role

If the role has become surplus to the organisation's requirements then it will not be replaced. (Note: refilling or re-describing a role declared surplus may have serious taxation implications for the employee and Council.)

## 7. Re-employment

- a) Employees who have left Council with a Voluntary Redundancy or Voluntary Separation package may not be re-employed unless Council has a particular need for the employee's specialised skills, and then not within five years.
- b) Employees who have left Council with a Voluntary Redundancy or Voluntary Separation package may not be engaged on Council consultancy or contract work, either directly or as an employee of a firm, within one year of separation.

## 8. Voluntary Medical Separation Procedure

Council has sole discretion in offering a Voluntary Medical Separation. Any offer of Voluntary Medical Separation will be in accordance with the Voluntary Medical Separation Procedure (HRP081B), which is incorporated into, and remains unchanged by, this Agreement.

### Overview

Council is committed to supporting employees who are injured/ill to return to meaningful and productive work as soon as possible.

In some cases these aims may not be achievable or may prove unsuccessful, and/or may not be desired by the employees involved. This procedure provides options to manage such situations.

This procedure demonstrates respect for people by providing an opportunity for Council, in its sole discretion, to assist employees who are medically incapable of performing their role to leave the organisation.

### Applicability

This procedure applies only to permanent employees. Voluntary Medical Separation may be offered at the sole discretion of Council, when an employee has an injury/illness that prevents them from performing the inherent requirements of their substantive role (incapacitated employee) and taking into account, but not limited to, the circumstances of the employee and the operational requirements of Council.

Voluntary Medical Separation does not apply where:

- employment is terminated as a consequence of poor performance or misconduct
- employment is terminated due to frustration of contract, abandonment of employment or irregular or poor attendance
- employees are engaged for a specific period of time or for a specific task or tasks (including temporary, casual or contract employees)
- an employee voluntarily resigns.

### Definitions

*Incapacitated employee* – An employee with an injury or illness that results in their being unable to perform the inherent requirements of their substantive role.

*Separation* – Termination of employment, in this context, due to incapacity.

*Separation package* – The monetary package provided to employees who leave Council through a separation option.

*Voluntary Medical Separation* – The separation of an incapacitated employee from Council based on the employee's acceptance of Council's offer.

*Weekly pay rate* – The rate of pay (excluding shift loadings, weekend penalty payments, allowances and overtime) plus service increment payments based on the salary or wages paid, or payable, to the employee at the date of separation from Council.

## Procedure requirements

### 1. Voluntary Medical Separation

An offer of Voluntary Medical Separation may only occur after assessment has established that rehabilitation has not, or is not likely to be, effective in returning the employee to their substantive or similar role. It would normally apply to medical conditions of a chronic and long-term nature that would effectively result in the employee's inability to perform the inherent requirements of their role. Voluntary Medical Separation may be offered, at the sole discretion of Council, to incapacitated employees who are not eligible for the Retraining and Placement Procedure. Voluntary Medical Separation will not be offered after the initial total and permanent disability determination.

### 2. Offering Voluntary Medical Separation

- a) Council has sole discretion in offering Voluntary Medical Separation.
- b) The relevant divisional manager has authority to approve an offer of Voluntary Medical Separation after consideration of the circumstances of the employee and the operational requirements of Council, consultation with the relevant union and Manager, Employment Arrangements, and advice from medical practitioners regarding the employee's medical condition, prognosis and work capacity.
- c) Voluntary Medical Separation may be offered, subject to organisational skill requirements, based on two weeks pay per year of service (to a maximum of 52 weeks). An incentive payment of \$6500 or eight weeks pay, whichever is greater, will be available for two weeks from the date a written and specific offer is made.

### 3. Entitlement

An employee accepting Voluntary Medical Separation is entitled to the following.

#### 3.1 Severance payment

Severance payment of two weeks pay for every year of service (and a proportionate amount for an incomplete year of service) with Council or other local authority constituted under the *Local Government Act 1993*. Note: the severance payment is calculated on the following basis so as not to disadvantage employees who may transition from full-time to part-time employment in their careers.

Firstly, the length of the employee's full-time service with Brisbane City Council is calculated against the equivalent full-time weekly pay rate applicable to the role that the employee is occupying at the date of separation from Council.

Secondly, the average proportion of part-time work over the period of the employee's service with Brisbane City Council is determined, and applied, on a pro-rata basis, to the equivalent full-time weekly pay rate applicable to the role which the employee is occupying at the date of separation from Council.

In totalling the above, consideration is then given to the following limiting factors.

- There is no minimum payment.
- A maximum payment of 52 weeks applies.

#### 3.2 Incentive payment

Incentive payment of either eight weeks pay or \$6500 (whichever is greater) provided the employee departs within two weeks of a written offer from Council, made through the appropriate manager or divisional manager.

This payment may be used by the employee for out-placement career counselling advice and assistance.

Where it is in Council's interests, and the employee agrees in writing, the departure date of the employee may be delayed.

The pay rate that applies to the incentive payment is the employee's weekly pay rate at the date of separation from Council.

This absorbs the Notice of Termination entitlements.

#### 3.3 Leave entitlements

Payment of leave entitlements is based on the employee's rate of pay at the date of separation from Council and includes:

- Annual Leave owing, including pro-rata leave
- pro-rata Long Service Leave for officers who have worked for at least one year, on a basis of 1.3 weeks for each year of continuous service and a proportionate amount for an incomplete year of service.

Entitlements are considered according to periods of unpaid leave and the effect these have on an employee's leave.

#### 3.4 Sick Leave

Some employees who joined Council prior to 1 July 1996 may have access to unused Sick Leave credits under a package of options agreed to as part of the Council's EBA2.

Employees appointed to Council following the acceptance of EBA2 are not entitled to any pay out of Sick Leave when they leave the organisation.

### **3.5 Superannuation**

Employee entitlements under the Brisbane City Council Superannuation Plan apply.

### **3.6 Other entitlements**

Other accrued entitlements may be relevant, such as leave in lieu that is also based upon the date of separation from Council.

### **3.7 Career options**

Use of existing support mechanisms in Council to investigate future career options.

## **4. Process**

- a) When the relevant divisional manager has approved the offering of a Voluntary Medical Separation to an employee:
  - the initiating branch prepares and forwards to the employee a letter of offer
  - the relevant union are also advised that an offer of Voluntary Medical Separation is being made
  - the employee has two weeks from receipt of the letter to accept the offer and to indicate the date on which they would like to leave the organisation
  - on receipt of written acceptance by the employee, the initiating branch notifies the trustees of Council's Superannuation Plan and makes the necessary pay and administrative arrangements in preparing for the employee's termination, including the proper filing of information on the employee's personal history file.
- b) Voluntary Medical Separation in no way prevents or compromises the entitlement of an employee to be considered for total and permanent disability (T&PD). Management may offer Voluntary Medical Separation at any time following medical advice that return to work is unlikely. Voluntary Medical Separation will not be offered after the initial T&PD determination.
- c) If an employee declines an offer of Voluntary Medical Separation, paid Sick Leave may be suspended 14 days from the date the offer is made to the employee and concurrent advice sent to the relevant union.

## **5. Responsibilities**

- a) Management should:
  - treat employees fairly and with respect at all times during the separation process
  - explore the options of the placement program before considering Voluntary Medical Separation where appropriate. This clause does not preclude the offer of Voluntary Medical Separation during the rehabilitation process.
  - consult with the relevant union and Employment Arrangements
  - ensure timely and accurate termination payments, and inform the trustees of the Brisbane City Council Superannuation Plan
  - attend to relevant correspondence and administration.
- b) Employees should:
  - carefully consider their decision in relation to Voluntary Medical Separation and respond promptly to the Council's letter of offer
  - before considering Voluntary Medical Separation, contact Payroll Services for relevant taxation details, as well as a financial adviser regarding other relevant financial issues
  - seek financial advice regarding taxation as tax implications differ for ill/injured and surplus employees. For example, if leaving under a Voluntary Medical Separation, the taxation situation is more favourable if this occurs as an invalidity payment with the following conditions being met:
    - Council must receive certificates from two legally qualified medical practitioners that the employee's disability is likely to result in that employee not ever being able to be employed in a capacity for which they would be reasonably qualified by virtue of their training, education and/or experience. The disability may be physical and/or mental.
    - The employee must have been terminated by Council due to this disability, which has rendered them unable to perform the inherent requirements of the job.
  - contact City Super to confirm their superannuation entitlements and options, and confirm with their payroll officer any leave or other entitlements due.
  - after acceptance of the offer, contact Payroll Services to finalise eligible termination payment details.

c) The relevant union should be consulted throughout the process.

## 6. Refilling role

The refilling of roles following separation should be considered against the following criteria.

If the employee leaves on medical grounds and the role is still necessary for ongoing business requirements by the business unit/division, the role may be filled.

## 7. Re-employment

Employees who have left Council with a Voluntary Medical Separation may not be re-employed under any circumstance.

## SCHEDULE 8: Salaried Staff Employees

### 1. Application

This schedule applies to employees in professional, technical, supervisory or administrative roles, where relevant, but shall not apply to any employee appointed to the Executive Service or who is engaged in accordance with a written contract of employment for which total remuneration exceeds that provided by this Agreement.

This schedule shall be read in conjunction with the *Brisbane City Council Salaried Staff Award 2004*.

### 2. Annual salary rates Salaried Staff Employees

Description	Date of certification of EBA6 Extension II
Band 1.1	\$40,526
Band 1.2	\$41,175
Band 1.3	\$41,861
Band 1.4	\$42,551
Band 1.5	\$43,360
Band 2.1	\$44,031
Band 2.2	\$44,820
Band 2.3	\$45,617
Band 2.4	\$46,427
Band 2.5	\$47,254
Band 3.1	\$48,093
Band 3.2	\$48,935
Band 3.3	\$49,774
Band 3.4	\$50,615
Band 3.5	\$51,452
Band 4.1	\$52,627
Band 4.2	\$53,638
Band 4.3	\$54,674
Band 4.4	\$55,715
Band 4.5	\$56,754
Band 5.1	\$58,654
Band 5.2	\$60,732
Band 5.3	\$62,808
Band 5.4	\$64,881
Band 5.5	\$66,959
Band 6.1	\$69,551
Band 6.2	\$72,147
Band 6.3	\$74,742
Band 6.4	\$77,337
Band 7.1	\$79,929
Band 7.2	\$82,528
Band 7.3	\$85,120
Band 7.4	\$87,716
Band 8.1	\$91,176

Band 8.2	\$93,770
Band 8.3	\$96,363
Band 8.4	\$98,956

### 3. Trainees

The terms of the *National Training Wage Award 2000*, as varied, shall apply to the employment of Administrative Trainees, together with the following pay rates in accordance with this schedule.

Highest year of schooling completed	Yr 10	Yr 10 + 1 Yr 11	Yr 10 + 2 Yr 11 + 1 Yr 12	Yr 10 + 3 Yr 11 + 2 Yr 12 + 1	Yr 10 + 4 Yr 11 + 3 Yr 12 + 2	Yr 10 + 5 Yr 11 + 4 Yr 12 + 3
% of Band 1.5	29%	35%	42%	49%	57%	65%

### 4. Cadets, other than Indigenous Cadets

Employees engaged as Cadets shall be paid in accordance with the following table.

Cadetship rates are based upon the following percentage of the EBA pay rate for initial entry level of qualification and the successful progression through the approved course.

Certificate/ Diploma	Band 2.1	Associate Diploma	Band 3.1	Bachelor	Band 4.1
1st Year	60%	1st Year	60%	1st Year	60%
2nd Year	65%	2nd Year	65%	2nd Year	65%
3rd Year	70%	3rd Year	70%	3rd Year	70%
4th Year	75%	4th Year	75%	4th Year	75%
5th Year	80%	5th Year	80%	5th Year	80%
6th Year	85%	6th Year	85%	6th Year	85%

### 5. Indigenous Cadets

Employees engaged as Indigenous cadets shall be paid in accordance with the following table.

Year	Band	Pay point
1st	1	1
2nd	1	2
3rd	1	3
4th	1	4

### 6. Flex-time

Accrual of flex-time and taking of flex-leave shall be arranged in accordance with the provisions of the revised *Brisbane City Council Salaried Staff Award 2004*, which supersedes and replaces a number of Local Area Agreements made in accordance with previous Enterprise Bargaining Agreements.

Provided that the spread of hours for employees working under flex-time arrangements at the Scientific Analytical Services Laboratory and City Fleet shall be 7am to 7pm Monday to Friday.

### 7. Broadbanded roles

Employees engaged in the following areas shall be able to progress through the band structure in accordance with agreed Competency-Based Progression Framework arrangements.

Customer Services Branch (LAA 13/02)	
Customer Service and Rates Processing	Band 1 – Band 5
Functional Support (Rates)	Band 3 – Band 5
Team Leaders (Rates)	Band 6 – Band 7
Business Support	Band 1 – Band 4
Specialist	Band 3 – Band 5
Specialist	Band 6 – Band 7
Management	Band 5 – Band 7
Contact Centre Consultants	Band 3 – Band 4 (and Band 5 with quotas)

<b>Local Asset Services (LAA 03/04)</b>	
Technical Officers – Roads and Drainage	Band 4 – Band 5

<b>Development and Regulatory Services</b>	
Paratechnical Officers (LAA 09/05)	Band 3 – Band 4
CARS (LAA 40/00)	Band 3 – Band 4

## 8. Libraries

Employees who work in the Library Service shall work according to the following conditions.

- a) All work performed will be in accordance with the defined rosters.
- b) Daily hours are agreed to between individual and supervisor within 72-hour and 30-minute fortnight to a maximum of nine hours per day.
- c) A rostered day is to be no more than 7 hours 30 minutes.
- d) Employees, other than flexible permanent part-time, may accrue additional hours by working flex-time subject to approval of their supervisor.
- e) Employees can have access to a nine-day fortnight, providing sufficient time has been accumulated.
- f) All RDOs are to be negotiated with the supervisor.
- g) Where customer service may be compromised by an employee taking an RDO, relief employees will be provided at the discretion of the team leader.
- h) It is expected that staff who are not rostered to work at a Monday opening library on Monday will access RDOs during closed time.
- i) Maximum hours that can be accrued by any employee is 15 hours in Operations and 14 hours 30 minutes in the Branch Support Team, i.e. no more than two days.
- j) Time made up outside opening hours must be negotiated with their supervisor.
- k) Employees must be available during library open hours as per the agreed roster.
- l) Those employees who work a six-day roster (Monday to Saturday) have two consecutive days off, one of which must be a Sunday.
- m) Those employees who work a seven-day roster will have two consecutive days off by agreement with their supervisor, one of which will be a Sunday, when not rostered to work on Sunday.
- n) The Manager, Library Services will seek permission from the Divisional Manager, Families and Community Services Division, for libraries to be closed on significant days, e.g. Christmas Day, Boxing Day or New Year's Day, when they fall outside the normal statutory holidays for Council staff.
- o) Sunday work may be included in normal work hours.
- p) Ordinary hours of work performed in libraries on the following days shall be paid the following penalties in addition to the ordinary rate.
  - Monday to Friday after 6pm            50%
  - Saturday                                    50%
  - Sunday                                        100%
  - Public holidays                            150%
- q) Sunday work for permanent Library Service employees employed as at 1 September 1997 shall be voluntary. Library Service employees employed after 1 September 1997 may be required to work on Sundays.
- r) Staff may nominate to work as many Sundays as they choose, providing that rostering arrangements reflect business needs. This needs to be negotiated with the team leader.
- s) Staff who volunteer will be given equal opportunity to work.
- t) Any change in opening hours will be dealt with through the consultative process.
- u) Library Services Operations will endeavour during opening hours to ensure that two employees are available at libraries, unless otherwise negotiated with the team leader.
- v) After 6pm there must be two employees rostered on, excluding May through to August inclusive where two employees must be rostered on after 5pm.

## 9. Customer Contact Centre

Employees who work in the Contact Centre shall work according to the following conditions.

### 9.1 Hours of work

The standard rostered hours for Contact Centre employees are the standard 7 hour 15 minute day/36.25-hour week (i.e. no rostered flex day off per fortnight). Staff may elect to work 8 hours and 5 minutes, with a rostered flex day off each

fortnight. During certain periods this may not be possible (e.g. over the Christmas/New Year period) where, due to the number of public holidays occurring, there are insufficient days to allow the accrual of enough flex-time for a rostered day off.

## **9.2 Day shift operational hours (Monday-Friday)**

- Start times for staff may fall between 7am-10am with provision to start from 6.30am on a voluntary and 'as needs' basis (without penalty rates applying).
- Finish times for staff may fall in the range 3pm-6pm with the provision to finish at 6.30pm on a voluntary and 'as needs' basis (without penalty rates applying).

Note: the times outlined above are indicative only and can change depending on call volume, call distribution and our grade of service (GOS) etc.

## **9.3 After hours**

The shifts can have varying start and finish times, as determined by business needs. For example, 'after hours' shifts may be:

Afternoon: 1pm-9pm or 3pm-11pm

Night/late: 11pm-7am

## **9.4 Shift and weekend allowances**

### **9.4.1 After hours allowances**

All staff rostered to work after 6pm on any weekday will be paid a shift allowance of 15%. This will be applied as follows.

- Where a majority of the shift is after 6pm, then a 15% shift allowance shall be paid for the total number of hours worked on that shift.
- Where a majority of the shift is worked before 6pm then a 15% shift allowance shall be paid for the number of hours worked after 6pm only.
- Where the number of hours worked before and after 6pm are equal then a 15% shift allowance shall be paid for the total number of hours worked on that shift.

### **9.4.2 Weekend allowances**

Weekend shifts will attract a 50% allowance. This allowance will apply to the entire shift based on when the majority of the hours in the shift are rostered (e.g. Friday night [11pm Friday-7am Saturday] will attract a 50% shift allowance).

## **9.5 Crib break arrangements for continuous shift workers**

A 30-minute crib break will be paid for afternoon shifts, night shifts and weekend day shifts provided the employee does not leave the workplace. This paid crib break shall be taken at a time and in such manner that it will not interfere with continuity of work and be taken no later than five hours after commencement of shift.

Staff working a day shift during the week shall receive a 45-minute unpaid break and employees may leave the workplace.

Approval to continue working later than five hours after commencement of shift without a break is at the discretion of a team leader and appropriate Award penalties would apply in this situation.

## **9.6 Public holidays for continuous shift workers**

A continuous shift worker who is rostered off on any gazetted public holiday shall receive one day's pay at ordinary rates of pay (i.e. 7 hours 15 minutes).

## **9.7 Parking**

Car spaces will be provided for continuous shift workers working afternoon/night shift, weekends and gazetted public holidays and for other staff where the rostered finishing time is after 9pm.

## **9.8 Annual Leave for continuous shift workers**

Employees who elect to, or are required to, work in accordance with the continuous shift roster for a continuous period of 12 months will be entitled to an additional week's (five days) Annual Leave. The five weeks Annual Leave will accrue on a pro-rata basis when an employee is attending for duty as part of the continuous shift roster.

Where a team member does not attend for duty as part of the continuous shift roster pro-rata Annual Leave (i.e. five weeks/annum) will not accrue. Not attending for duty as part of the continuous shift roster may be defined as:

- secondments outside of the Contact Centre after hours roster
- leave without pay in excess of one week (unless there are extenuating circumstances)

- Sick Leave, Annual Leave or Long Service Leave where such leave is for a continuous period in excess of four weeks duration.

Note: extenuating circumstances may be considered by the team leader in the application of the pro-rata leave.

### **9.9 Relief shift conditions**

Expressions of interest will be called for relief shift workers. At this stage no limit will be placed on the size of the relief pool although entry into the relief pool will depend on the number of staff who meet selection requirements.

Relief vacancies will be defined as either long-term (greater than one week) or short-term (less than/equal to one week) and will be filled according to the following provisions.

#### **9.9.1 Long-term/planned vacancies (vacancies greater than one week)**

- a) Where an employee fills a long-term vacancy, Annual Leave will accumulate on a pro-rata basis (based on five weeks/annum) for the duration of the long-term vacancy.
- b) Where an employee fills a long-term vacancy on the roster, overtime worked while on the roster will be paid at double time.
- c) Where practicable seven days notice of the requirement to work relief will be provided to the affected relief worker.
- d) All other conditions applicable to non-relief continuous shift workers will apply to staff providing relief on the continuous shift work roster.

#### **9.9.2 Short-term/unplanned vacancies (vacancies less than/equal to one week)**

- a) Vacancies will be filled based on business efficiency considerations at the time and may be filled using any of the following staff: casual staff, permanent part-time staff, relief staff and day staff or rostered staff on overtime.
- b) Work performed on a Saturday and/or Sunday as part of a short-term vacancy on the continuous shift roster will attract a 50% allowance.
- c) After-hours work performed as part of the continuous shift roster will attract a 15% shift allowance.
- d) Where a person is performing short-term relief and they are required to work overtime while they are still filling a vacancy on the continuous shift roster, overtime will be paid at 150% for first three hours and double time thereafter.
- e) Excluding carparking facilities, other conditions applicable to continuous shift workers will apply to staff performing short-term relief.

### **9.10 Rosters**

Wherever possible, Contact Centre Management is to give 72 hours notice of change of roster. Employees are required to give a minimum of 72 hours notice of a requested change to their roster. Business needs will dictate whether such requests are approved.

Where possible, management will endeavour to provide a minimum of two weeks notice of an addition or change to the structure of the after hours roster.

Final draft to be provided no later than two weeks prior to the commencement date.

### **9.11 Shift pool size**

While it is intended that the proposed shift roster remain in place for 12 months, Contact Centre Management reserves the right to change the shift pool size to meet business needs. This would occur in consultation with the WUCC and unions.

### **9.12 Continuous shift work eligibility criteria**

Permanent staff wishing to form part of the shift pool will need to have satisfied the following criteria.

- Six months day shift experience. (Staff who apply but have not met this requirement may still be placed in the relief pool order of merit, but may not work an after-hours shift until this requirement is met.)
- Not be under probation.

In order to maintain equity of access to the shift pool and ensure a meritorious process the following provisions shall apply.

There will be a comparative assessment of the performance of the applicants over a six-month period. For the initial and all future selections, the six-month performance-monitoring period would be comprised of the six months prior to the placement of the Expression of Interest.

The assessment would cover but not be limited to the following areas.

- Quality – remote call monitoring and reworks.
- Productivity – occupancy.

- Responsibility – adherence to schedule.
- Work skills test – written skills.
- Applicant initiated TL reference.
- Performance management processes in place.

The shift pool staff selected would remain in the pool for 12 months.

Staff in the existing pool would not be precluded from the new assessment to ensure equity and a meritorious selection.

After nine months, new assessment process would be performed and a replacement shift pool selected with the existing shift pool continuing for a further three-month phasing out period.

If a continuous shift worker requests to be removed from the continuous shift roster and this request is granted, the order of merit (from the last continuous shift worker selection process) would be used to offer a team member from the relief pool the continuous shift work position.

### **9.13 Permanent part-time staff**

It is agreed that permanent part-time staff shall work in accordance with a roster based on business needs.

After-hours work (Monday-Friday) shall be paid in accordance with the after hours clause above.

Where a permanent part-time employee elects to work or is a new employee and is required to work a Saturday or Sunday or after hours on a regular basis, then payment shall be made in accordance with the shift and weekend allowances clause above.

Excluding carparking facilities, no other conditions applicable to continuous shift workers will apply to permanent part-time staff working outside of core hours Monday to Friday.

### **9.14 Trading of shifts**

The level of staff shift ‘swapping’ will be monitored. Should the level of shift swaps increase to the level where it adversely impacts Contact Centre operations, a set of guidelines for shift swaps shall be implemented. These guidelines shall be created in consultation with staff, management and unions.

## **10. Telecommuting**

Employees working under an agreed Telecommuting Agreement may work their ordinary hours of work to suit to their individual circumstances. These ordinary hours of work may be worked outside the span of hours as provided in the Award at ordinary time.

If an employee is directed by their manager to work outside or in excess of their ordinary hours of work, they shall be paid in accordance with the *Brisbane City Council Salaried Staff Award 2004*.

## **11. Community groups and environment centres**

Employees employed in community engagement roles or in environment centres shall work in accordance with the following conditions.

Ordinary hours of work may be arranged on any day of the week, Monday to Sunday, between 7am and 7pm and shall be paid a loading of 15% on the rate for the employee’s substantive role.

All work performed:

- outside the span of ordinary hours, or
- in excess of 8.5 hours on any one day, or
- in excess of 36.25 per week, or
- on a public holiday

shall be paid at the rate of 125%.

Employees shall have the option of taking Time Off In Lieu (TOIL) of being paid in accordance with the above, on the basis of one hour worked equals one hour five minutes TOIL (at the 115% rate).

Any work performed on a public holiday shall also attract equivalent time for the duration of hours worked.

Sick Leave shall be paid at the 115% Ordinary rate for periods of less than five days and at the employee's substantive rate for periods of five days or more.

Annual Leave loading of 17.5% shall be paid on the 115% Ordinary rate for these employees.

## **12. Catchment Coordinators**

Catchment Coordinators shall work in accordance with the following conditions.

Ordinary hours of work may be arranged on any day of the week, Monday to Sunday, between 7am and 7pm.

Hours worked after 8.5 hours on one day and/or after 36.25 hours flex accrual has been reached by full-time employees or after 21.75 hours flex accrual by part-time employees, will be treated as over time in lieu, on the basis of one hour worked to 1.5 hours over time in lieu.

Overtime at the rate of 150% will be paid when prior approval has been obtained, or if directed to continue work working after 36.25 hours has been worked in any week.

Overtime at the rate of 200% will be paid when directed to work outside the span of hours on Sundays, or on the Sunday after the employee has worked on the previous Saturday.

Full-time employees will be entitled to an additional day off in lieu for every two months and part-time employees will be entitled to an additional day off for every three months that they are attached to weekend rosters. This additional leave will not attract any loading or other penalty.

### **13. City Hall precinct**

Employees employed as Band 4 Event Coordinators shall work in accordance with the following conditions.

The ordinary hours of duty shall be 8.15am to 5pm Monday to Friday, 8.25 hours per day.

All ordinary time worked shall be paid an additional loading of 11.3158%.

Employees shall work in accordance with the rotating roster, which shall provide for one rostered day off every four weeks.

If overtime is required to be worked, it shall be taken as TOIL in the first instance, or if TOIL can not be taken, the overtime shall be paid at the Band 4 rate and not attract the additional loading of 11.3158%.

Annual Leave shall be accrued at the rate of 156.75 hours (four weeks) per year.

Superannuation and Annual Leave loading shall be paid and include the additional loaded rate.

### **14. City Parking**

Employees employed as Band 2 Operations Supervisors shall be paid at the Band 3 rate when undertaking the agreed additional duties and working in accordance with the agreed seven-day roster. The Band 3 rate is paid in lieu of all penalty rates, except as specified below.

Each shift shall include two 25-minute paid crib breaks in lieu of one half-hour lunch break and two 10-minute rest breaks.

All ordinary shifts performed on Monday to Saturday shall be paid at ordinary rates and all ordinary shifts performed on Sundays shall be paid at double time.

Work performed in addition to the employee's ordinary shift, Monday to Friday, will be recorded as TOIL on a one-for-one basis, i.e. one hour's work equals one hour's TOIL.

If an employee records more than two days TOIL (16 hours 6 minutes) within any six-month period, all additional time worked by that employee, within that six-month period, above their normal roster will be paid as overtime at the appropriate rate.

All TOIL must be taken within three months of accrual.

If a normal shift is rostered for more than 8 hours 3 minutes, any additional time worked above the 8 hours 3 minutes shall be paid as overtime at the appropriate rate.

Work performed in addition to the ordinary shift worked on Saturdays and Sundays shall be paid at double time.

Employees covered by this clause shall be entitled to an additional week of Annual Leave in lieu of:

- shift penalties
- ordinary pay for ordinary shifts worked on Monday to Saturdays
- TOIL and roster arrangements as listed above.

### **15. Travel allowance – start/finish on construction site**

Salaried employees of Brisbane Infrastructure, Brisbane CityWorks (BCW) Construction Operations who are site-based and required to find their own way to a construction work site shall be paid travelling allowance of one hour per working day at their ordinary time rate.

### **16. BCW Night Work and Night Shift**

Salaried Employees engaged on short-term night work (LAA 123/99) or permanent night shift (LAA 11/02 c) at Brisbane Infrastructure, BCW Asphalt Operations shall be paid in accordance with the agreed arrangements for employees they supervise.

## **17. Cemeteries**

The special rates payable for employees engaged on customer services duties in cemetery offices on Saturday mornings will continue under this Agreement (LAA 08/03).

## **18. Computer operators – computer room**

Employees employed on continuous shift arrangements as computer operators shall work in accordance with the following conditions.

Work shift work in accordance with roster – two day shifts (6.45am to 6.45pm) and two night shifts (6.45pm to 6.45am) and then rostered off for four days.

Each shift will be 12 hours, which will include a 30-minute paid crib break and one hour of unpaid breaks, to be taken as agreed between the operator and supervisor.

Once per year, operators will be required to rotate to a new team.

Operators rostered off on a public holiday will not receive a day in lieu.

If an operator is required to attend a course on their rostered day off, they shall be paid overtime for the actual time in attendance of the course at the rate of double the Operator's Base Classification rate.

Alternatively, the operator shall be granted double the time off that the operator was in attendance at the course.

Courses are to be scheduled as far as possible on the operator's day shift. If the course interferes with the operator's normal rostered night shift, the operator will either swap from their night shift for the affected day(s) or the operator can choose to take the night shift off as time off in lieu (TOIL).

Band 5 shift leaders will perform a 10-minute shift handover at the start and finish of each shift without any additional payment.

Each shift worked will attract a penalty/shift loading of 40% of the Operator's Base Classification rate. The 40% penalty/shift loading will also apply for any shifts worked on weekends and public holidays.

Superannuation contributions will be calculated on the operator's shift rate, i.e. including the 40% loading.

Operators will be entitled to 181.25 hours annual leave at the completion of each 12 months service.

Operators will be paid their projected roster i.e. the operator's shift rate, for all Annual Leave taken.

Only two operations staff and/or only one operator per shift per shift team can take Annual Leave at the same time.

There shall be a minimum of two operators per shift.

Annual Leave over the Christmas and Easter periods shall be allocated on a rotational basis.

There will be four teams, each consisting of one shift leader, one senior operator and one operator.

Operators shall be paid 38.5 hours per week so that their pay is 'averaged' over a shift cycle of two weeks.

Overtime at the rate of 150% will be paid when prior approval has been obtained, or if directed to continue work working after 36.25 hours has been worked in any week.

## **19. Sir Thomas Brisbane Planetarium**

Employees employed as the Curator and the Planetarium Support Officer at the Sir Thomas Brisbane Planetarium shall work in accordance with the following conditions.

All ordinary time worked in accordance with the rosters on Tuesday to Friday shall be paid for at ordinary rates, and for all ordinary time on Saturday and Sunday shall be paid for at the rate of time-and-a-half.

All work performed outside of, or in addition to, the rostered hours shall be paid in accordance with the overtime provision of the *Brisbane City Council Salaried Staff Award 2004*, unless the employee requests that the time be recorded as flex-time, (on a one-for-one basis) and taken at a mutually acceptable time.

## **20. Traffic Management Centre**

Employees on shift arrangements in the Brisbane Metropolitan Transport Management Centre (Traffic Operations), shall be paid the following additional shift work conditions.

A 15% shift allowance for each AM shift worked Monday to Friday, except for any public holiday that falls on a week day, which shall be paid as per the *Brisbane City Council Salaried Staff Award 2004*.

Employees undertaking approved training courses will be paid as per their projected roster.

If an employee works on any part of a gazetted public holiday, that employee shall be paid the penalty applicable to that public holiday for their entire rostered shift.

It is agreed that when the new rostering arrangements are negotiated for the new Brisbane Metropolitan Transport Management Centre (Traffic Operations), every effort will be made to include averaging of pays for all shift work employees.

### **21. Stand-by allowance and call out provisions**

The standby allowance paid to Brisbane Water employees (\$22.99 per day from date of certification of EBA6 Extension II) shall continue in accordance with previously agreed arrangements (LAA 10/02) for the life and operation of this Agreement.

The special agreed standby and overtime arrangements for Environmental Health Officers (LAA 18/01) and employees in Local Asset Services when engaged on Emergency Response Group (LAA 08/05) and Fire Control (LAA 94/98) will continue to operate under this Agreement.

### **22. Leave in lieu**

A standby employee shall be entitled to one ordinary working day leave in lieu for each public holiday on which they are required to be on standby.

Employee's leave-in-lieu balances as at date of certification of this Agreement, i.e. employee's current balances to be 'frozen' and employees have an option to either:

- be paid out all accrued entitlements, or
- retain\* this leave in lieu balance (in hours) until they leave Council's employment, or
- transfer up to 38 hours of this balance to the new leave in lieu system, and freeze\* or pay out the remainder.

*\* If an employee wishes to access any or to be paid out their 'frozen' leave in lieu balances (prior to resignation), they can request approval from their divisional manager.*

From date of agreement, employees can only accrue a maximum of 76 hours leave in lieu, apart from any retained ('frozen') leave.

On 30 June each year, any leave in lieu accrued that is greater than 76 hours, apart from any retained 'frozen' leave, will be paid out at the employee's prevailing (current) rate.

### **23. Remote response**

A standby employee who is required to remain at home (or designated place) to respond to phone calls or messages; to provide advice (phone fixes); to arrange call-out of other employees; to remotely monitor and/or address issues by remote telephone and/or computer access shall be paid one hour at the ordinary time rate for each call, provided that if another call is received within an hour, another payment shall not be made.

Except that, the nominated duty officer for City Building and Maintenance shall be paid three-quarters of an hour's pay, at the rate of Band 6.1 for any calls that become a work order outside of normal working hours.

If the standby employee is unable to resolve the issue and is required to leave home to resolve the problem, the employee shall be paid overtime from when the employee received the call until they return home from that work, but they must return home within a reasonable time.

### **24. Review of working arrangements**

The relevant parties agree to review the arrangements detailed above relating to work in customer contact centres, libraries, community groups and environment centres and as Catchment Coordinators.

To ensure no disadvantage to any of the employees in these areas, it is agreed that the relevant parties will explore the following options.

- Retain all current arrangements as documented in Schedule 8 for the life of this agreement.
- Cease any or all of these arrangements and apply the conditions of the *Brisbane City Council Salaried Staff Award 2004*.

### **25. Averaged or annualised payments**

A manager and the majority of affected employees in a defined work area or group, and their union/s, may agree to average or annualise regular payments to provide a more stable income over a roster cycle, including:

- annualised salaries that may include penalties, allowances, public holidays, leave loading, overtime and other EBA6 Extension II payments
- averaged payments that may include accrued time, penalties and/or allowances and/or other EBA6 Extension II payments
- wage or salary payments owed will be made on a regular basis (currently weekly)
- overtime and other payments, not included in annualised or averaged pays, will be paid in accordance with the conditions prescribed elsewhere in this Agreement, not at the annualised or averaged rate.

Any arrangements made in accordance with this clause will have no effect unless they are authorised by the Manager, Employment Arrangements and agreed to by HRIS administrators. A value for money assessment for HRIS implementation may be made upon any proposed agreement.

## SCHEDULE 9: City Service Employees

### 1. Application

This schedule applies to employees engaged under the following Awards.

- *Brisbane City Council Construction, Maintenance and General Award 2003*
- *Brisbane City Council Miscellaneous Workers' Award 2002*
- *Brisbane City Council Plant Operators' Award 2002*
- *Transport, Distribution and Courier Industry Award – Southern Division 2003*

### 2. Wage Rates City Service Employees (per 38-hour week)

Description	From date of certification
City Service Employee – Entry	\$730.20
City Service Employee Grade 1	\$743.50
City Service Employee Grade 2	\$756.90
City Service Employee Grade 3	\$770.40
City Service Employee Grade 4	\$783.90
City Service Employee Grade 5	\$797.50
City Service Employee Grade 6	\$826.00
City Service Employee Grade 7	\$856.70
City Service Employee Grade 8	\$889.10
City Service Employee Grade 9	\$923.20
City Service Employee Grade 10	\$957.20
City Service Employee Grade 11	\$991.60
City Service Employee Grade 12	\$1,025.60
City Service Employee Grade 13	\$1,061.20
City Service Employee Grade 14	\$1,095.90

### 3. Locally agreed arrangements to be retained

#### 3.1 Arrangement of ordinary hours

Arrangements of ordinary hours over four days per week or nine days per fortnight including varied spread of hours, in Brisbane Infrastructure - Brisbane CityWorks, Brisbane Water, City Business and Families and Community Services divisions as listed below shall continue under this Agreement.

Ref	Area	Division/Branch	Award/s	Content
06/05	CARS	FaCS/CARS	CMG	Four-day week with 9.5-hour days, within 6am to 7pm roster changes; shift and overtime rates
06/05	CARS	FaCS/CARS	CMG	Four-day week with 9.5-hour, nine-day fortnights of 8 hours 27 minutes, 6am-7pm
06/04 07/04	Story Bridge	BI/BCW Asset Maintenance	CMG	Four-day week; special arrangements for breaks and public holidays
11/02 a & b	Asset Maintenance North, South, East and West Regions	BI/BCW Asset Maintenance	CMG, PO	Four-day week with 9.5-hour days
01/94	City Cleansing	BI/BCW Asset Maintenance	CMG	Move RDO
07/95 71/98	Waste Water Treatment Plants	BW/Production	CMG	Four-day week with 9.5-hour days, 6am-6pm
113/99	BW Networks	BW/Networks	CMG	8.5-hour days, 8 hours non-RDO Friday
03/95	Truck Drivers	CB/City Fleet	CMG	Flexible starts

### 3.2 Allowances, penalties and pay rates

In addition, the following locally agreed arrangements will continue for the life of this Agreement, and take precedence over the provisions of this Agreement and Awards listed in Schedule 2.

Ref	Area	Division/Branch	Award/s	Content
06/05	CARS	FaCS/CARS	CMG	Flexibility Allowance for multi-skilling and roster changes; shift and overtime rates; uniforms and equipment and progression
1/08/99	All operational areas, Truck Drivers, Plant Operators and Operational Services Employees	BI/BCW, BW and CB/City Fleet	CMG, PO, TDCI	Flexibility and multi-skilling to facilitate teamwork and improve operational efficiency
01/94	City Cleansing and Mall Cleaning	BI/BCW – Asset Maintenance	CMG	15% before 7am and after 4pm; 150% Saturday; 200% Sunday
38/00	City Cleansing	BI/BCW Asset Maintenance	CMG, TDCI	Cleansing Vehicle Driver pay rates
31/00	Asphalt Operations	BI/BCW Asphalt Operations	CMG, TDCI	Cartage Drivers pay rates
123/99	Asphalt Operations	BI/BCW Asphalt Operations	CMG, PO, TDCI	Short-term night work
11/02 (c.)	Asphalt Operations	BI/BCW Asphalt Operations	CMG, PO, TDCI	Permanent night shift 25%; Flexibility Allowance; roster changes
18/95	Waste Water Treatment Plants	BW/Production	CMG	12-hour shifts; rosters; relief arrangements
07/03	BW Networks	BW/Networks	CMG	25% night work; 20% afternoon shift; competency-based progression
05/04	BW Networks	BW/Networks	CMG	Field Response Officers – on-call arrangements
08/03	Cemeteries	CB/Cemeteries	CMG	Special arrangements for office opening on Saturday mornings
08/04	Bracalba Quarry	BI/BCW Asphalt Operations	CMG	Up to 10 hours per day, 5.30am-5.30pm; accrue more than five RDOs; classification/skill levels

### 3.3 Travel time start/finish on site

The locally agreed arrangements for start and finish on site, or travelling time and fares, in Brisbane Infrastructure Brisbane CityWorks, Brisbane Water, City Business and Families and Community Services divisions shall also continue to operate for the duration of this Agreement, and take precedence over the provisions of this Agreement and Awards listed in Schedule 2.

Ref	Area	Division/Branch	Award/s	Content
1/11/01	Plant Operators	All divisions	PO	Allowance for travel inside Brisbane City Council boundaries
49/97	New Connections and City Drains	BW/Network Services	CMG	Start/finish on site within Brisbane City Council; one hour per day at CSE Grade 5 rate;
75/98	WS&S Maintenance Teams	BW/Network Services	CMG	Start/finish on site; half-hour per day at CSE Grade 5 rate for travel within own region; one hour per day in opposite region; and picking up team members.
90/98	Construction	BI/BCW	CMG	Start/finish on site; one hour per day

		Construction		at CSE Grade 5 rate
11/02	Asset Maintenance	BI/BCW Asset Maintenance	CMG	Start/finish on site; half-hour per day at CSE Grade 5 rate for travel within region
01/01	Asphalt Operations	BI/BCW Asphalt Operations	CMG	Start/finish on site; one hour per day at CSE Grade 5 rate
05/05	Survey Services	BI/City Design	CMG	Start/finish on site; one hour per day at CSE Grade 5 rate

### 3.4 Owner Driver arrangements

#### 3.4.1 Owner Driver Truck hire and kilometre rates

Agreed 2008 rates for all Brisbane City Council Owner Drivers			
	Capacity	Weekly Rate \$* *Inc. first 400km	Km Rate \$
<b>Non Tip Trucks</b>	up to and including 1t	381.05	0.347

<b>Tip Trucks</b>			
	Exceeding 1 t/up to 2 t	451.26	0.379
	Exceeding 2 t/up to 3 t	559.14	0.445
	Exceeding 3 t/up to 4 t	721.73	0.512
	Exceeding 4 t/up to 5 t	888.86	0.579
	Exceeding 5 t/up to 6 t	1056.00	0.646
	Exceeding 6 t/up to 7 t	1125.88	0.713
	Exceeding 7 t/up to 8 t	1264.15	0.779
	Exceeding 8 t/up to 9 t	1372.03	0.873
	Exceeding 9 t/up to 10 t	1478.39	0.965
	Exceeding 10 t/up to 11 t	1586.27	1.059
	Exceeding 11 t/up to 12 t	1691.11	1.153
	Exceeding 12 t/up to 13 t	1800.51	1.249
	Exceeding 13 t/up to 14 t	1905.34	1.341
	Exceeding 14 t/up to 15 t	2013.22	1.434
	Exceeding 15 t/up to 16 t	2119.58	1.528

#### 3.4.2 Casual Owner Driver Travel time

Casual Owner Drivers are to be paid 1 hour per day at the permanent OSE 5 rate for travel (up to 100 kilometres per week and time) if required to travel in their own time, using their own means, and start and finish on a work site within the Brisbane City Council boundary.

Provided that if the employee is required to start and finish on a site outside the boundary, the employee's actual travel time is to be paid, at the permanent OSE 5 rate, with a minimum payment of 2 hours per day.

3.4.3 Owner Driver Water truck allowance will be paid at the rate of \$4.51 per hour from the date of certification of EBA6 Extension.

### 3.5 CARS (Community Regulation)

Flexibility allowance will be paid at the rate of \$50 per week from the date of certification of EBA6 Extension.

## 4. Standby and call-out arrangements

The special agreed standby arrangements for employees in Local Asset Services when engaged on fire control (LAA 93/98) will continue to operate under this Agreement.

## 5. Averaged or annualised payments

A manager and the majority of affected employees in a defined work area or group, and their union/s, may agree to average or annualise regular payments to provide a more stable income over a roster cycle, including:

- annualised salaries that may include penalties, allowances, public holidays, leave loading, overtime and other EBA6 Extension II payments
- averaged payments that may include accrued time, penalties and/or allowances and/or other EBA6 Extension II payments
- wage or salary payments owed will be made on a regular basis (currently weekly)

- overtime and other payments, not included in annualised or averaged pays, will be paid in accordance with the conditions prescribed elsewhere in this Agreement, not at the annualised or averaged rate.

Any arrangements made in accordance with this clause will have no effect unless they are authorised by the Manager, Employment Arrangements and agreed to by HRIS administrators. A value for money assessment for HRIS implementation may be made upon any proposed agreement.

## 6. Leave in lieu

A standby employee shall be entitled to one ordinary working day leave in lieu for each public holiday on which they are required to be on standby.

Employee's leave in lieu balances as at date of certification of this Agreement, i.e. employee's current balances to be 'frozen' and employees have an option to either:

- be paid out all accrued entitlements; or
- retain\* this leave in lieu balance (in hours) until they leave Council's employment, or
- transfer up to 38 hours of this balance to the new leave in lieu system; and freeze\* or pay out the remainder.

\* *If an employee wishes to access any or to be paid out their 'frozen' leave in lieu balances (prior to resignation), they can request approval from their Divisional Manager.*

From date of agreement, employees can only accrue a maximum of 76 hours leave in lieu, apart from any retained ('frozen') leave.

On 30 June each year, any leave in lieu accrued that is greater than 76 hours, apart from any retained ('frozen') leave, will be paid out at the employee's prevailing (current) rate.

## 7. Sporting complexes – rates and conditions

The following rates and conditions of employment are to be applied to employees engaged at the Hibiscus and Acacia Ridge Sporting and Leisure Complexes. Where there is any inconsistency between the terms of this schedule and the terms of the Agreement, the terms of the schedule are to be preferred and applied.

### 7.1 Rates of pay

7.1.1 The rates of pay are as follows.

Position	Grade	Hourly Rate From date of certification of EBA6 Extension II
Duty Manager	8	\$29.25
Duty Staff	5	\$25.18
Casual Duty Staff	5	\$30.98
Health and Fitness Staff	5	\$25.18
Casual Health and Fitness Staff	5	\$30.98
Customer Service Staff	4	\$24.75
Casual Customer Service Staff	4	\$30.45

7.1.2 The above all-purpose rates include the casual loading where applicable and a flexibility premium of 25% in the case of duty managers and 20% for all other positions.

7.1.3 The all-purpose rates in Clause 7.1.1 are in lieu of all other penalties and allowances except as provided for below.

7.1.4 The rates in Clause 7.1.1 are to be increased as shown in accordance with the increases contained within this Agreement.

### 7.2 Casual Fitness Class Instructors

7.2.1 Notwithstanding the above, the following class time rates are to be paid to Casual Fitness Class Instructors.

Length of Class	Pay Rate per Class
	From date of certification of EBA6 Extension II
One half-hour	\$26.44
One hour	\$39.66
One-and-one-half hours	\$59.47

- 7.2.2 A Casual Fitness Instructor who is designated to undertake class coordination duties shall be paid the following weekly allowance.

From date of certification of EBA6 Extension II	
Per week	\$66.09

- 7.2.3 Deleted.

- 7.2.4 Further, the above rates apply to all classes, irrespective of the day of the week that the class is performed and are to be in lieu of all other penalties and allowances except as otherwise specified in this schedule.

### 7.3 Hours of work

- 7.3.1 The ordinary hours of work shall be worked between 5.30am and midnight, Monday to Sunday inclusive.
- 7.3.2 All employees, other than Casual Fitness Instructors, shall be paid a minimum of three hours at the rate defined in Clause 7.1.1 for each attendance.
- 7.3.3 The hours of work for all employees shall be worked according to existing rosters and change to rostering arrangements shall be subject to prior agreement between Council and the majority of employees affected.
- 7.3.4 Employees shall be provided a paid work break of five minutes in each hour of duty. These breaks shall be taken at times that will not interfere with the continuity of work, where continuity is necessary. It is intended that the breaks should be taken each hour, but in circumstances where, for business reasons, this is not feasible, the breaks may be accumulated up to a maximum of 15 minutes and then taken.
- 7.3.5 Permanent employees rostered on for 10 hours in any one day shall be entitled to a 30-minute paid meal break which shall be taken after five hours work. When rostered on for less than 10 hours in any one day, an unpaid 30-minute meal break shall be taken after five hours work.
- 7.3.6 All hours worked by permanent employees in excess of:
- 10 hours per day; or
  - 38 hours per week; or
  - outside the span of hours as provided in Clause 7.3.1 shall be paid at double the rate specified in Clause 7.1.1 as amended.
- 7.3.7 In lieu of the payment provided for in Clause 7.3.6, permanent employees can access time off in lieu (TOIL).

### 7.4 Public holidays

- 7.4.1 All ordinary time worked on a public holiday shall be paid at double the applicable rate provided for in Clause 7.1.1.
- 7.4.2 Permanent employees rostered off duty on a public holiday shall be entitled to eight hours leave in lieu.

### 7.5 Open/close allowance

- 7.5.1 A permanent employee required to open a venue before 6am and/or close a venue after 8pm shall be entitled to an additional half-hour's pay at the rate specified in Clause 7.1.1.

### 7.6 Staff mobility between Hibiscus and Acacia Ridge

- 7.6.1 Staff may be rostered between the Hibiscus Centre and the Acacia Ridge Centre as required to meet business needs.
- 7.6.2 Permanent staff who are rostered to work at both venues on the same day shall be paid for the time spent travelling between venues plus reasonable travelling expenses.
- 7.6.3 Casual staff who on the same day finish duty at one venue and within one hour are required to commence duty at the other venue, shall be paid for time spent travelling plus reasonable travelling expenses.

### 7.7 Cross-functionality for casual employees

- 7.7.1 Casual employees maybe engaged on more than one functional role in accordance with the employee's skills, training and abilities.
- 7.7.2 Subject to Clause 7.3.1, each engagement shall stand alone for the purpose of pay and other entitlements.

### 7.8 Uniforms

- 7.8.1 Council will supply uniforms.

## 8. Gym Instructors – Brisbane City Council Gym – rates and conditions

The following rates and conditions of employment are to be applied to employees engaged at Council's Gym as casual Gym Instructors. Where there is any inconsistency between the terms of this schedule and the terms of the Agreement, the terms of the schedule are to be preferred and applied.

### 8.1 Rate of pay

- 8.1.1 As a minimum, employees shall be paid as follows for each group activity class instruction where such instruction shall be comprised of 45-minute class duration plus 10 minutes preparation time.

From date of certification of EBA6 Extension II	
Per Class	\$42.55

- 8.1.2 Payment for work performed shall be calculated on a per class basis with no minimum class requirement.
- 8.1.3 The rate payable is inclusive of the 23% casual loading and is to be increased as shown in accordance with the provisions of this Agreement.

### 8.2 Hours of work

- 8.2.1 Employees may be rostered to classes at any time between 7am and 6.30pm Monday to Friday, or by agreement with the employee, between 6am and 8pm Monday to Friday.
- 8.2.2 Employees may be rostered to work on more than one occasion in a single day so long as sufficient time passes between classes to allow for physical recovery to occur.

### 8.3 Miscellaneous

- 8.3.1 This schedule is to enable group activity class instructors to be employed by Brisbane City Council.
- 8.3.2 Individuals employed in this capacity shall be deemed casual employees whose class rate has been calculated on the basis of the hourly rate of pay applicable to a City Service Employee Grade 5.
- 8.3.3 Individuals employed in this capacity shall at all times follow the reasonable directions of the Wellness Consultant.
- 8.3.4 Other suitably accredited employees of Brisbane City Council shall, in addition to their substantive employment positions, be able to also work as casual group activity class instructors. Provided that any additional hours of work resulting from this arrangement shall:
- be considered as a second engagement
  - is payable at the rates specified in Clause 8.1
  - does not incur any entitlement to overtime
  - is not recognised for the calculation of any entitlement related to the employee's substantive position.

## 9. Duty Manager – City Hall – rates and conditions

The following rates and conditions of employment are to be applied to Duty Managers employed in City Hall. Where there is any inconsistency between the terms of this schedule and the terms of the Agreement, the terms of the schedule are to be preferred and applied.

## **9.1 Rates of pay**

- 9.1.1 The base rate of pay applicable to the position is the rate of a City Service Employee Grade 10 as adjusted by during the term of this Agreement.
- 9.1.2 In addition to the above, a weekly all-purpose allowance of \$125.40 from the date of certification of EBA6 Extension II will be paid.
- 9.1.3 The all-purpose allowance of \$125.40 a week shall be incorporated into the base rate of pay for the purpose of calculating superannuation contributions, Sick Leave and Annual Leave loading.
- 9.1.4 Except for the penalties specified in Clauses 9.2.5 and 9.3, the above all-purpose allowance is paid in lieu of shift allowances, penalty rates or other like allowances.

## **9.2 Hours of work**

- 9.2.1 The times of attendance on Sunday to Thursday shall ordinarily be 6.45am to 3.45pm or 2.20pm to 10.50pm with the employee taking a daily 30-minute unpaid meal break on day shift and a 30-minute paid crib break on evening shift.
- 9.2.2 The times of attendance on Friday and Saturday shall be 6.45am to 3.45pm (day shift) and 3.20pm to 11.50pm (evening shift).
- 9.2.3 Due to seasonal and operational fluctuations, the times of attendance may be varied by agreement between the employee and management with 48 hours notice.
- 9.2.4 Each Duty Manager will be rostered as per agreed rotating roster.
- 9.2.5 For any time worked in excess of the rostered working hours the employee shall be paid double time calculated on the Grade 10 base rate of pay.
- 9.2.6 In circumstances where the Duty Manager is required to work past 11pm, Council shall provide the employee with a taxi voucher for travel from work to home that night.

## **9.3 Public holidays**

Where it is necessary to work public holidays, the employee shall be paid the overtime rate specified by the Award calculated on the Grade 10 base rate of pay and a day in lieu will be provided.

## **9.4 Temporary and permanent part-time – time appointments**

Temporary and permanent part-time Duty Managers may be appointed in accordance with this schedule and will work in accordance with the terms and conditions prescribed by the *Brisbane City Council Miscellaneous Workers' Award*. In the event that a short-term vacancy occurs as a result of an existing Duty Manager taking time off for Annual Leave, Sick Leave, Carer's Leave, training or due to a secondment, the part-time Duty Manager may work the full-time equivalent in accordance with the set Duty Manager's roster and will be paid in accordance with this schedule.

## **10. Security – City Hall – rates and conditions**

The following rates and conditions of employment are only to be applied to the two present incumbent security operatives employed in City Hall. Where there is any inconsistency between the terms of this schedule and the terms of the Agreement, the terms of the schedule are to be preferred and applied.

### **10.1 Rates of pay**

- 10.1.1 The base rate of pay applicable to the position is the rate of a City Service Employee Grade 6 as adjusted by during the term of this Agreement.
- 10.1.2 In addition to the above, a further \$3.14 from the date of certification of EBA6 Extension II all-purpose allowance will be paid.
- 10.1.3 The above all-purpose rate is to be paid for all hours worked between 7am and 7pm, Monday to Sunday inclusive.

### **10.2 Hours of work**

- 10.2.1 Ordinary hours of work will be 38 hours a week and will be worked in accordance with the current agreed roster.
- 10.2.2 Shift working arrangements may be altered, provided that at least three days notice is provided (e.g. to attend meetings, training etc.) and there is no impact on normal earnings during that week.

### **10.3 Shift penalties**

A shift penalty of 15% will apply to all shifts worked outside normal hours of 7am to 7pm.

#### **10.4 Saturday and Sunday shifts**

Saturday and Sunday shifts will be paid at ordinary time with a 15% shift loading for time worked outside of normal hours.

#### **10.5 Overtime**

All work in excess of the rostered hours in any one day shall be deemed overtime and shall be paid for at 150% for the first three hours and 200% thereafter for the duration of the overtime.

#### **10.6 Meal breaks and rest pauses**

10.6.1 Security Operative will remain at work during meal breaks and rest pauses.

10.6.2 Meal breaks and rest pauses shall be taken at a time so as to not interfere with the continuity of security operations in City Hall.

10.6.3 The Award provisions shall apply when a 10-hour break is not provided between shifts.

#### **10.7 Public holidays**

10.7.1 All time worked on a public holiday will be paid at 250% on the all-purpose rate.

10.7.2 Where a person is rostered off on a public holiday, he/she will receive one day's pay for that day (i.e. eight hours).

#### **10.8 Meetings/training outside normal working hours**

10.8.1 Where attendance at a compulsory conference is required outside normal working hours the employee shall be paid 150% for the duration of the meeting (provided a 10-hour break has been given).

10.8.2 Where attendance at a compulsory training session is required outside normal working hours, the employee shall be paid 150% for the duration of the training course (provided a 10-hour break has been given).

10.8.3 A minimum of two hours pay shall apply to all training sessions and meetings.

#### **10.9 Sick Leave**

10.9.1 Will be paid according to the normal rostered hours for that shift (no shift penalties will apply).

10.9.2 No Sick Leave will be paid where an employee is sick on a rostered day off. The normal weekly pay shall be paid.

#### **10.10 Annual Leave**

10.10.1 Four weeks Annual Leave per annum shall be provided including a 17.5% leave loading. Annual Leave will accumulate and be paid on the basis of a 38-hour working week.

10.10.2 Four weeks notice of the intention to take Annual Leave shall be provided where practical.

#### **10.11 Uniforms**

10.11.1 Council will supply uniforms.

#### **10.12 Relief security arrangement**

The following process shall apply where there is a need for relief security arrangements.

##### **10.12.1 Short-term absences**

a) In the first instance, full time security operatives shall be approached to cover the vacancy, provided this does not result in any additional costs to business (e.g. 10-hour break provision).

b) In the event that the vacancy cannot be filled by an existing full-time security operative, a trained casual shall be used as relief.

c) The appropriate rate of pay for the casual will be as per Grade 6 of the Award and a 23% casual loading shall be applied.

d) In the spirit of this Agreement, contractors will not be brought in to backfill for short-term absences. However it is agreed that a minimum of two casuals will be trained so the City Hall permanent security operatives will always have back-up relief in any emergency situation. In the unlikely event that relief is unavailable by trained casuals, then contracted security staff may be used to backfill.

##### **10.12.2 Long-term absences**

a) Where a vacancy is long-term (i.e. seven days or more) existing relief operatives shall be used to fill the vacancy.

- b) The appropriate rate of pay will be as for the full-time security officers including the all-purpose rate and other terms and conditions shall be in accordance with this schedule.

### 10.13 Miscellaneous

- 10.13.1 This schedule shall apply to the present incumbents only. There will be no requirement for these staff to reapply for these positions.
- 10.13.2 At the time of the incumbent operative retirement, the positions will be reviewed. Should either one of the operatives retire before the other, the vacant position will necessarily be filled and management reserves the right to assess its options based on business needs, which may include backfilling as per clause 10.12.1.
- 10.13.3 Brisbane City Council agrees to pay the annual security licence fee for the current operatives until the time they retire from Council service.

## SCHEDULE 10: Passenger Services Employees

To ensure continuing viability of Brisbane Transport operations and capacity to meet the commitments of this Enterprise Bargaining Agreement, the following arrangements have been agreed between Brisbane Transport management and the Australian Rail, Tram and Bus Industry Union of Employees, Queensland Branch.

### 1. Application

This schedule applies to all Brisbane Transport Passenger Services Employees (ie Bus Operators, Bus Assistants and Conductors), regardless of employment status.

### 2. Wage rates Passenger Services Employees (per 38-hour week)

The following pay rates will apply to all Passenger Services Employees (Bus Operators, Bus Assistants and Conductors).

Description and Pay Class	From Date of Certification
Passenger Services Assistant Level 1 - 28 BA 0101	\$743.00
Passenger Services Assistant Level 2 - 28 BA 0201	\$755.80
Passenger Services Assistant Level 3 - 28 BA 0301	\$768.70
Passenger Services Employee Level 1 - 28 BO 0101	\$766.40
Passenger Services Employee Level 2 - 28 BO 0201	\$780.00
Passenger Services Employee Level 3 - 28 BO 0301	\$786.90
Passenger Services Employee Level 3 - 28 BO 0302	\$793.60
Passenger Services Employee Level 4 - 28 BO 0401	\$804.80
Passenger Services Employee Level 4 - 28 BO 0402	\$812.10
Passenger Services Employee Level 4 - 28 BO 0403	\$819.10
Passenger Services Employee Level 4 - 28 BO 0404	\$826.90
Passenger Services Employee Level 4 - 28 BO 0405	\$835.50
Passenger Services – Conductor - 28 CN 0101	\$716.90
Trainee Bus Operator Level 1 - 28 TB 0101	\$705.10
Trainee Bus Operator Level 2 - 28 TB 0102	\$766.40

### 3. Other conditions

- 3.1 The *Brisbane City Council Bus Transport Employees Award* as it is constructed upon certification of this Agreement will be incorporated into this Agreement. Any amendment will not be enforceable during the life of this Agreement unless by consent of all parties to the Award.
- 3.2 Payment of employees covered by the *Brisbane City Council Bus Transport Employees Award* will continue during the life of this Agreement in accordance with the arrangements documented in the *Bus Operators Award Interpreter Gap-LMS 006*. Where there is any inconsistency between the Award and the *Bus Operators Award Interpreter-Gap LMS 006* the latter document will prevail.
- 3.3 Employment and operational practices and arrangements existing immediately prior to the certification of this agreement which are contained in the document titled *EBA6 Employment Arrangements and Operational Practices October 2005* will continue to apply for the life of the Agreement.
- 3.4 Any Brisbane Best Value assessments impacting on Brisbane Transport bus operations will follow the agreed arrangements contained in Clause 14 of this Agreement, but also take into account the contractual arrangements with the Queensland State Government for delivery of network services for Brisbane. It will also take into account the commitment contained in paragraph 3.2 of this schedule.

- 3.5 As part of the ongoing commitment to consultation a sub-committee of the Brisbane Transport's Divisional Consultative Committee (DCC) will be formed and meet on an as required basis to address security issues. Terms of reference and protocols for the operation of this sub-committee will be determined by the DCC.

A Bus Design Consultative Committee will be established as a sub committee of Brisbane Transport's DCC. The Bus Design Consultative Committee will meet as required to consider issues associated with the design of new buses or proposed modifications to buses that impact on Passenger Services Employees. The Bus Design Consultative Committee will comprise at least two RTBU representatives.

- 3.6 The parties recognise that issues emerge periodically with day to day running due to changing operational, traffic and public demands, which have implications for existing schedules and rosters. These issues are generally outside the control of the parties. It is recognised that Brisbane Transport's rostering and scheduling parameters are consistent with current legislative, statutory and award requirements.

Where issues are identified with rostering arrangements, it is agreed that the parties will work cooperatively to identify the causes of these issues and develop options to remedy them.

It is the intent of the parties to ensure that:

- running times are achievable
- Passenger Services Employees have access to reasonable lay over/meal periods
- work groups achieve reasonable starting times and days off in accordance with established principles.

In all cases, Award conditions will be used as a base in establishing reasonable roster arrangements. Where practical established roster protocols such as variations in shift starting times (one hour) and minimum broken shift hours (9 hours 15 minutes) will be recognised.

Consultation relative to rostering arrangements will normally be conducted locally through the established arrangements. Where issues emerge that have network wide implications or cannot be resolved locally, these will be escalated through the established consultative/dispute resolution procedures.

- 3.7 Stand Alone will be worked for training, consultation and communication purposes. Stand Alone time is paid at ordinary rates. Stand Alone time will be for a minimum period of 15 minutes and will not extend for a period of more than two hours and will not be considered in the calculation of overtime and other payments.

An opportunity will be given for employees to complete tasks in Stand Alone time at a time convenient to the employee. If no convenient time can be arranged the time will be scheduled by Brisbane Transport and paid at Stand Alone rates.

Operational arrangements for the completion of tasks in Stand Alone time will be confirmed through local consultation between the parties at the effected work location prior to the commencement of the arrangements.

It is recognised that any activities undertaken in Stand Alone time will not compromise any obligations to ensure that minimum rest periods are taken.

- 3.8 Attendance at training that is to extend beyond two hours will be rostered. Training that is not covered by Stand Alone time will be paid on the basis of normal rostered work or actual time worked whichever is the greater.

- 3.9 The parties recognise that the smooth operation of Brisbane Transport requires a consultative approach to employee relations. The nature of Brisbane Transport's operations and associated shift structure creates challenges for consultation and representation. In order to overcome these challenges and to ensure designated employee representatives, as agreed between the parties, can be effectively engaged in consultation, Brisbane Transport will release these designated employees in each depot for two shifts per month without loss of ordinary earnings. Time for these designated employees to attend Work Unit Consultative Committee (WUCC) meetings will be in addition. No additional release without loss of ordinary earnings will be provided to these designated employees except with the agreement of the local Regional Manager.

Specific arrangements for the allocation of time covered by these shifts will be negotiated with the local Regional Manager. Unless otherwise agreed, these designated employees will be available within the depot for the full period of these shifts.

It is expected that employees participating in these arrangements will demonstrate behaviour that is consistent with Council's Values and Code of Conduct. The parties will ensure that designated employees attend depot consultative forums and will encourage other elected Passenger Services Employee representatives to actively participate in other forums such as WUCC and team meetings.

- 3.10 The unique nature of the environment in which Passenger Services Employees work is acknowledged by the parties to this Agreement. Interaction with customers, other road users and members of the public generally create a dynamic work environment which the parties acknowledge must be considered and understood in developing standards and assessing performance of individuals against these standards.

The policies and procedures contained in Schedule 4 of this Agreement provide a basis for the management of employee issues in the workplace. The parties acknowledge that the principles of:

- natural justice
- innocent until proved guilty
- right for representation
- reasonable time frames

will be enshrined into complaint and performance management standards. These processes will be conducted in a manner that preserves confidentiality and respects the rights and obligations of all persons involved in these processes. Such processes will occur in paid time. Should an employee need to be suspended while a complaint is being investigated then this will be on the basis of rostered time except where provided in Council Ordinances or policy. Brisbane Transport will validate the basis of any complaint prior to any action being taken.

Working together we will continue to apply performance and complaint handling processes in the workplace and continually seek opportunities to enhance the outcomes achieved for all parties.

- 3.11 A Passenger Services Assistant Level 3 classified at Pay Classification 28BA0301 listed in this Agreement may be eligible to be paid a weekly rate equivalent to the Trade Services Assistant C13 rate. This payment will be in lieu of the disability allowance and requires the Passenger Services Assistant to undertake additional tasks as determined. In order for Passenger Services Assistants to be paid this rate they must undertake all formal prerequisite training required or be assessed as competent to undertake the tasks and apply these skills as required by Brisbane Transport. Tasks to be undertaken for eligibility for this payment will be established at each garage in consideration of local requirements. Passenger Services Assistants who wish to progress to Trade Services Assistant C12 level and above may be considered for further formal training if these skills are required by Brisbane Transport and a suitable vacancy exists in which these skills can be applied.
- 3.12 It is agreed that, in addition to the previously agreed arrangements for the progression of Passenger Services Assistants, commencing from 1 July 2006 Casual Passenger Services Employees will be eligible for progression to Passenger Services Employee Level 2 (Pay Classification 28 BO 0201) provided that they:
- have completed 12-months full time equivalent service as a Casual Passenger Services Employee
  - are assessed as being eligible using the existing performance appraisal mechanism for the progression of full time Passenger Services Employee.

Progression of casual employees beyond Passenger Services Employee Level 2 is available to casual employees by means of them making application for appointment to full and part time vacancies that are advertised for Passenger Services Employee roles.

- 3.13 Any Casual Passenger Services Employee who works as directed in the morning (AM WAD) who is not required to work beyond the two-hour minimum for that period of work and signs on for a second period of work on the same day, that second period of work will not be a period of work as directed (WAD).
- 3.14 The system of regular medical reviews for Passenger Services Employees will be discontinued upon certification of this Agreement. Passenger Services Employees will continue to be responsible for the maintenance of their Bus Drivers Authorisation and Licence and meet their obligations under law to report any issue that would impact eligibility to hold a Bus Drivers Authorisation. Consistent with our aspirations to becoming a Zero Harm organisation, employees will advise Brisbane Transport immediately should they become aware of any condition that may impact upon their fitness to perform their normal duties. The Rehabilitation and Sick Leave processes contained in this Agreement will be applied in supporting employees who report issues in accordance with this clause.
- 3.15 In lieu of the provisions contained in Schedule 2 of the *Brisbane City Council Bus Transport Employees Award*, sign on time shall be 10 minutes and sign-off time shall be 10 minutes.
- 3.16 A meal allowance of \$9.60 will be paid for all additional work in excess of normal rostered work (except late running and work on days off).
- 3.17 Unlimited Time off in Lieu of Overtime may be accrued, provided that no more than 38 hours can be accrued without time off being booked and approved. Approved time off must be taken within 12 months of approval.
- 3.18 Transfers to another depot: the depot transfer system as detailed below will continue to be implemented.
- A Passenger Services Employee may apply to transfer to another depot, however no 'right of transfer' exists.
  - Transfer will not be considered until after three years service as a Passenger Services Employee in the current depot.
  - Applications for transfer will be made through the employee's current Regional Manager, who will assess the application in conjunction with the manager of the region/s to which the employee seeks to transfer.
  - A decision on the transfer will be provided within 21 days of receipt of an application. If approval for the transfer is given then the employee will be given an anticipated date for the transfer to be effective. If approval is denied then reasons will be provided.
  - Names of approved transfers will be included in the transfer list, which will show date of application and anticipated transfer date.

- An application for transfer will be assessed based upon anticipated availability of suitable vacancies, and the employee's past performance, reliability, motivation for transfer and any other relevant issues.
- Employees who transfer will move to the bottom of the full-time employee section of the yard sheet at their new depot.
- Route training will be a maximum of five days in paid time as part of these arrangements. Route training will be conducted in conjunction with normal depot route training programs. An assessment will be conducted in conjunction with depot trainers to assess each individual's need for route training to establish the most expedient and efficient manner to provide route training.

3.19 Bus passes will be provided to casual Passenger Services Employees who work more than an average of 15 hours per week.

3.20 Manually operated wheelchair ramps, where installed, will be operated by Passenger Services Employees within the normal scope of their role.

3.21 In such circumstances where Passenger Services Employees or Conductors are required to work on their (rostered) day off and are given not less than 12 hours notice, except under emergent circumstances, they will be paid the rates specified in Clause 6.9 of the Award with the exception that the number 24 will be replaced by 12 in all cases.

3.22 To provide secure employment and support the objectives of this Agreement, there will be no contracting out of bus services operated by Brisbane Transport as at 1 July 2005.

3.23 Management and unions (specifically RTBU) agree to work together to identify ways of improving the management of Sick and Carers Leave and improving productivity in return for a future wage increase. If no agreement is reached there will be no change to the current terms and conditions and no wage increase relating to Item 1 of the Claim. Specifically, RTBU correspondence (11/6/08) items 1, 2, 4 will be addressed through Schedule 10 review (01/07/08 to 31/05/09).

3.24 Bus Operator Trainers leave is to be pro-rated at the higher rate.

## **SCHEDULE 11: Trade Services Employees**

### **1. Application**

This schedule applies to employees engaged under the *Engineering Award – State and Building Trades Public Sector Award – State* in mechanical, electrical, plumbing and building maintenance, bus building and related services.

### **2. Wage Rates Trade Services Employees (per 38-hour week)**

<b>Description</b>	<b>From date of certification of EBA6 Extension II</b>		
	<b>Base</b>	<b>OAP**</b>	<b>Total</b>
Apprentice Trades Stage 1	\$319.00	\$26.30	\$345.30
Apprentice Trades Stage 2	\$438.60	\$35.70	\$474.30
Apprentice Trades Stage 3	\$598.10	\$49.30	\$647.40
Apprentice Trades Stage 4	\$717.80	\$59.00	\$776.80
Apprentice Trades Stage 5	\$797.50	\$68.70	\$866.20
Adult Apprentice Stage 1	\$669.70	\$26.30	\$696.00
Adult Apprentice Stage 2	\$669.70	\$35.70	\$705.40
Adult Apprentice Stage 3	\$669.70	\$49.30	\$719.00
Adult Apprentice Stage 4	\$717.80	\$59.00	\$776.80
Trade Services Assistant C14	\$669.70	\$108.40	\$778.10
Trade Services Assistant C13	\$686.40	\$108.40	\$794.80
Trade Services Assistant BW1a	\$703.10	\$108.40	\$811.50
Trade Services Assistant C12	\$716.70	\$108.40	\$825.10
Trade Services Assistant BW1b	\$720.30	\$108.40	\$828.70
Trade Services Assistant BW1c	\$732.90	\$108.40	\$841.30
Trade Services Assistant C11/BW1d	\$747.40	\$108.40	\$855.80
Trade Services Employee BW2	\$771.00	\$108.40	\$879.40
Trade Services Employee C10/BT1	\$797.50	\$108.40	\$905.90
Trade Services Employee C9/BT2	\$832.00	\$108.40	\$940.40
Trade Services Employee C8/BT3	\$866.20	\$108.40	\$974.60
Trade Services Employee C7	\$899.90	\$108.40	\$1,008.30
Trade Services Employee C6	\$969.90	\$108.40	\$1,078.30

Trade Services Employee C5	\$1,005.20	\$108.40	\$1,113.60
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*\*\*Over-award payment*

### **3. Over-award payment and allowances**

#### **3.1 Over-award payment**

In accordance with agreements dated 17 November 1992 and 19 April 1994 to rationalise allowances and over-award components into a single payment, this over-award payment includes all existing and future claims for allowances, disability or otherwise, with the exception of those listed below.

It was also agreed that any future increases in rates applicable to base rates would not be absorbed into the over-award component. The over-award payment will stand separately for each classification. The C10 and BT1 base rates, and the total C10/BT1 rate with the over-award payment, have traditionally both been adjusted by the agreed pay rise. The adjusted base rate is then deducted from the adjusted total rate to identify the adjusted over-award payment, which is then applied as a common payment for all purposes to all Trades Services classifications, except Apprentices, whose previous over-award payment is adjusted by the agreed percentage pay rise.

The only allowances that are therefore available to Trade Services Employees, and which may only be claimed where the employee meets the prerequisite conditions applicable to each such allowances, are the following.

#### **3.2 Shift allowance**

15% shift allowance for afternoon and night shifts, except as otherwise provided below.

#### **3.3 Night work allowance**

25% night work allowance, in lieu of any shift or other special allowance that might otherwise have been paid, for all ordinary time worked between 6pm and 6am by employees engaged on traffic signals.

#### **3.4 Standby allowance**

Employees required to be on standby outside of their ordinary working hours shall be paid an allowance of 21% of the base C10/BT1 rate per week for each week that they are required to be on standby (i.e. \$167.47 from the first pay period after certification of EBA6 Extension II).

Other arrangements including remote response work, leave in lieu, minimum overtime payments for call-out, call-back and pre-arranged overtime will operate as per the relevant Awards.

#### **3.5 Licensed trade allowance**

An allowance of \$19.86 per week will be payable, from the date of certification of EBA6 Extension II, to any Trade Services Employee who is required to hold a plumber's, gasfitters' or electrical licence and/or registration in order to perform their duties, and to employees who were previously paid the plumbers' over-award (registration) payment on a present incumbent only basis. This payment shall not be payable for drainers' or restricted electrical licences, nor more than once for employees who may be licensed in more than one trade as this is recognised in the classification structure. This payment absorbs the plumbers' over-award (registration) payment, satisfies the claim for electrical safety allowance in Clause 33.5 of EBA5, and is in lieu of reimbursing employees for the costs associated with obtaining and/or maintaining an electrical, plumbing and/or gas fitting licence. Reimbursement for the costs associated with maintaining an electrical contractors' licence will continue to apply for employees required by the employer to possess an electrical contractors' licence.

#### **3.6 Tool allowance**

Tool allowance of \$23.30 per week for all trades, but shall not be paid while employees are absent on Annual Leave.

#### **3.7 Meal allowance**

Meal allowance of \$9.60, as provided by relevant Awards.

#### **3.8 First aid allowance**

First aid allowance of \$13.27 per week, as provided by relevant Awards.

#### **3.9 Leading hand (and special responsibilities) allowance**

Leading hand (and special responsibilities) allowance, as provided by relevant Awards.

#### **3.10 Traffic site allowance**

Brisbane Infrastructure Brisbane CityWorks Signs and Lines employees engaged in performing work on roads carrying traffic shall be paid an all-purpose allowance of \$24.14 per week.

### 3.11 Building trades obnoxious or toxic substances allowance

A building trades employee engaged in the preparation and/or the application of epoxy-based materials or an employee using toxic substances, or materials of a like nature shall be paid 62.80 cents per hour extra.

### 3.12 Exceptionally dirty and obnoxious work allowance

Where a Trade Services Employee or Assistant is required to carry out an engineering task (such as repairs including welding, fitting, machining on sewerage pumps, scrapers, pipes, digesters, centrifuges, motors, jetrodders and crusher plants) and comes into direct physical contact with sewerage and in carrying out the repair under these conditions, encounters these conditions on at least two days per week, then a payment of \$20.17 per week will be paid to that employee.

### 3.13 Deleted

See clause 10, page 6.

### 3.14 Work in airlocks

- Trade Services Employees of Brisbane Water who work in airlocks under air pressure shall be paid a remuneration of 75% in addition to the rates prescribed for the class of work for each day in which they so work.
- Such employees, while working underground, but not under air pressure other than the atmosphere, shall be paid not less than 20% in addition to their ordinary rate. Temporary employees shall be entitled to the extra remuneration prescribed for the full number of ordinary working hours on each day in which they are so employed.
- Such employees, while in receipt of extra remuneration under Clauses (a) and (b), shall not be entitled to any extra rate for wet work, dirty work or for underground work.

### 3.15 Work in rain

When an employee is required to work in the rain, they shall wear waterproof clothing as provided by the employer, where practicable. If an employee gets their work clothing wet as a result of a requirement to perform work in the rain, regardless of wearing the waterproof clothing supplied by the employer, the employee shall be paid single time (at the total rate including over-award payments) in addition to ordinary time or overtime payments for the time between becoming wet and changing into dry clothes or until the employee ceases work, whichever is the earlier, with a minimum of one hour.

### 3.16 Work under unpleasant conditions

Trade Services Employees engaged in cleaning covered drains, cleaning septic tanks, on live-sewer work involving personal contact with live or raw sewerage, shall be paid at the rate of time-and-a-quarter.

### 3.17 Fares and travelling allowance

- Regular shop, workshop or depot employees sent out to any job and who travel in the employer's time shall be provided with appropriate transport or paid all fares actually paid by such employees, from shop, workshop or depot to job and from job to shop, workshop or depot.
- Employees who are required to start and/or finish on site, other than a depot or recognised centre, on an ordinary working day and not travelling in the employer's time shall be paid an allowance to compensate for the excess fares and travelling time incurred.

Travelling to and from places of work	From date of certification of EBA6 Extension II
Within employee's designated region	10.11
Within Brisbane City Council boundaries	20.20

If travelling to and from places of work outside of Brisbane City Council boundaries then the rate for travel within Brisbane City Council boundaries will apply plus actual time at the single time rate for their role, with a minimum of 15 minutes.

In addition, if such an employee is required by the employer to travel from job to job on the same day, the employer shall reimburse all fares reasonably incurred covering travel from the job where the employee commenced to the job on which the employee finished work for the day, or pay vehicle allowance as provided below.

These arrangements shall not apply to Brisbane Water employees engaged on Trunk Mains maintenance (LAA 10/05) and New Connections (LAA 49/97) where other previously agreed arrangements will continue to apply.

- Vehicle allowance – Where the employer requests an employee to use their own car to travel from job to job on the same day and such employee agrees to do so, the employee shall be paid 77 cents per kilometre.

#### 4. Shift work on sewers

Employees performing sewerage construction work may work underground on continuous shifts corresponding to those worked by other underground workers:

- provided that where continuous shifts are not required, shift work may be performed at such times as may be arranged
- provided that each shift shall consist of eight hours bank to bank, including three-quarters of an hour for crib on the surface
- provided that no employee shall be required to work night shift more than one week in three, or afternoon shift more than one week in two.

#### 5. Ten-hour break

Employees who work so much overtime:

- between the termination of their ordinary work on one day or shift, and the commencement of their ordinary work on the next day or shift that they have not had at least 10 consecutive hours off duty between these times
- on Sundays and public holidays, not being ordinary working days, without having had 10 consecutive hours off duty in the 15 hours preceding their ordinary commencing time on their next ordinary day or shift

shall be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Where an employee is recalled to work after their ordinary ceasing time, or performs work as a Duty Employee, overtime worked in such circumstances shall not be regarded as overtime for the purposes of this subclause where the actual time worked is less than three hours on such recall or on each of such recalls. (Note: where successive short-term recalls result in an employee not having opportunity for a reasonable period of unbroken sleep, the employee shall be afforded a 10-hour break before resuming work.)

If an employee is required to work so much overtime that a 10-hour break from work has not occurred, the employee shall not be required to report for normal work until there has been a break of 10 consecutive hours. In this situation, there is no loss of ordinary pay.

The provision of this subclause shall apply in the case of shift workers who rotate from one shift to another as if eight hours were substituted for 10 hours when overtime is worked:

- for the purpose of changing shift rosters; or
- where a shift worker does not report for duty; or
- where a shift is worked by arrangement between the employees themselves.

If, on the instruction of Council and giving consideration to Workplace Health and Safety, the employee resumes work without having had such 10 consecutive hours off duty, the employee shall be paid at double rates until released from duty.

#### 6. Arrangement of ordinary hours

The ordinary hours may be arranged over four days per week, or eight or nine days per fortnight, or in accordance with some other roster arrangement that averages 38 hours and which meets business and operational needs. Ordinary hours worked between 6am and 6pm Monday to Friday in accordance with previous locally agreed arrangements shall not attract penalty rates, except on prescribed public holidays. The spread of hours prescribed may be altered by up to one hour at either end of the spread, but shall not be greater than 12 hours, provided there is agreement between the manager and the majority of the employees in the team, work group or section involved, and their union/s.

Previously agreed arrangements of ordinary hours over four days per week, or nine days per fortnight including varied spread of hours, in Brisbane Infrastructure-Brisbane CityWorks, Brisbane Water, and City Business divisions as listed below shall continue under this Agreement.

Ref	Area	Division/Branch	Award	Content
07/04	Story Bridge	BI/BCW Asset Maintenance	Eng	Four-day week; special arrangements for breaks and public holidays
08/04	Bracalba Quarry	BI/BCW Asphalt Operations	Eng	Up to 10 hours per day, 5.30am-5.30pm; accrue more than five RDOs; classification/skill levels; travel
26/96	BW Production	BW/Production	Eng	Nine-day fortnight; eight x 8.5-hour days, eight hours on non-RDO Friday
07/95	BW Production	BW/Production	Eng	Four-day week with 9.5-hour days, 6am-6pm

113/99	BW Networks	BW/Networks	Eng	Nine-day fortnight; eight x 8.5-hour days, eight hours on non-RDO Friday
18/02	City Fleet	CB/City Fleet	Eng	Four-day week with 9.5 hour days; roster changes; shift and overtime rates
18/02	City Fleet	CB/City Fleet	Eng	Nine-day fortnight

The ordinary hours of work shall not exceed 10 hours on any day, except that by agreement between the manager and the majority of employees in a section or work group, ordinary hours not exceeding 12 on any day may be worked, as per the relevant Awards.

Time off may be accrued and pay may be averaged across the period to ensure employees receive a constant pay for ordinary hours, including rostered or accrued days off. Up to five days may be accrued. Accrued days off (ADOs) will be taken at a time mutually agreed upon by the employee and the employer.

Where operational needs require and a genuine business case exists, rostered days off (RDOs) may be rostered or arranged on any day of the week and shall not be limited to Mondays or Fridays. To meet employee or business needs, RDOs may be deferred to the following week or fortnight, or otherwise rescheduled, by agreement between the employer and the employee, or the majority of employees in a section or work group involved.

### 7. BCW night work and night shift

Trade Services Employees engaged on short-term night work (as per LAA 123/99) or permanent night shift (as per LAA 11/02 c) at Brisbane Infrastructure BCW Asphalt Operations shall be paid in accordance with the agreed arrangements for employees they supervise.

### 8. Averaged or annualised payments

A manager and the majority of affected employees in a defined work area or group, and their union/s, may agree to average or annualise regular payments to provide a more stable income over a roster cycle, including:

- annualised salaries that may include penalties, allowances, public holidays, leave loading, overtime and other EBA6 Extension II payments
- averaged payments that may include accrued time, penalties and/or allowances and/or other EBA6 Extension II payments
- wage or salary payments owed will be made on a regular basis (currently weekly)
- overtime and other payments, not included in annualised or averaged pays, will be paid in accordance with the conditions prescribed elsewhere in this Agreement, not at the annualised or averaged rate.

Any arrangements made in accordance with this clause will have no effect unless they are authorised by the Manager, Employment Arrangements and agreed to by HRIS administrators. A value for money assessment for HRIS implementation may be made upon any proposed agreement.

## SIGNATORIES

Signed for and on behalf of **Brisbane City Council**..... Ian Maynard  
In the presence of ..... Owen Heather

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

Signed for and on behalf of The Association of Professional Engineers,  
Scientists and Managers, Australia, Queensland Branch, Union of Employees ..... Neil Henderson  
In the presence of:..... John Yates

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

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

Signed for and on behalf of The Electrical Trades Union of Employees Queensland..... Allen Hicks  
In the presence of:..... Pat Rogers

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

Signed for and on behalf of Liquor Hospitality and Miscellaneous Union,  
 Queensland Branch, Union of Employees ..... Gary Bullock  
 In the presence of:..... Melanie Little

Signed for and on behalf of the Queensland Services, Industrial Union of Employees ..... Ian Buckley  
 In the presence of:..... Richard Tarnawski

Signed for and on behalf of the Plumbers & Gasfitters Employees' Union Queensland,  
 Union of Employees ..... Bradley O'Connell  
 In the presence of:..... Craig Darlington

Signed for and on behalf of the Australian Building Construction Employees  
 and Builders' Labourers' Federation (Queensland) Union of Employees ..... David ???  
 In the presence of:..... Brooke Bennett

Signed for and on behalf of the Transport Workers' Union of Employees  
 (Queensland Branch) ..... Hughie Williams  
 In the presence of:..... Karen Bow

Signed for and on behalf of the Australian Municipal, Administrative,  
 Clerical and Services Union, Central and Southern Queensland Clerical and  
 Administrative Branch, Union of Employees ..... Kevin Place  
 In the presence of:..... Jan Sheppard

Signed for and on behalf of the Australian Rail, Tram and Bus Industry  
 Union of Employees, Queensland Branch ..... Owen Doogan  
 In the presence of:..... Peter Allen