

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Brisbane City Council Certified Agreement 2013 (EBA8)

*Matter No. CA/2013/68*

Industrial Commissioner Fisher

17 October 2013

CERTIFICATE

This matter coming on for hearing before the Commission on 08 October 2013 the Commission certifies the following written agreement:

*Brisbane City Council Certified Agreement 2013 (EBA8) - CA/2013/68.*

Made between:

Brisbane City Council;  
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;  
Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;  
Plumbers & Gasfitters Employees' Union Queensland, Union of Employees;  
Queensland Services, Industrial Union of Employees;  
The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees;  
The Australian Workers' Union of Employees, Queensland;  
The Electrical Trades Union of Employees Queensland;  
Together Queensland, Industrial Union of Employees;  
Transport Workers' Union of Australia, Union of Employees (Queensland Branch); and  
United Voice, Industrial Union of Employees, Queensland.

The agreement was certified by the Commission on 08 October 2013 and shall operate from 08 October 2013 until its nominal expiry on 07 October 2016.

This agreement replaces *Brisbane City Council Enterprise Bargaining Certified Agreement 2010 - CA/2010/5*.

By the Commission.

Industrial Commissioner Fisher

# EBA8

## Brisbane City Council

Certified Agreement 2013



*Dedicated to a better Brisbane*

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# A The Agreement

## 1. Title

- 1.1 This Agreement shall be known as the Brisbane City Council Certified Agreement 2013 (EBA8).
- 1.2 This Agreement supersedes and replaces all previous Enterprise Bargaining Certified Agreements that had application to employees of Brisbane City Council.

## 2. Introduction

- 2.1 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:
  - (i) friendly, safe city
  - (ii) clean, green city
  - (iii) well-designed subtropical city
  - (iv) accessible, connected city
  - (v) smart, prosperous city
  - (vi) active, healthy city
  - (vii) vibrant, creative city
  - (viii) regional, world cityand an organisation which is recognised as an employer of choice with a capable workforce:
  - (i) serving Brisbane through being customer focused
  - (ii) serving Brisbane through operational excellence
  - (iii) serving Brisbane through being resilient and responsive
  - (iv) serving Brisbane through being capable and motivated
  - (v) serving Brisbane through partnering with citizens and the community
  - (vi) serving Brisbane through being innovative
  - (vii) serving Brisbane through being leaders.
- 2.2 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 and procedures, while providing flexibility in employment arrangements to meet business needs and individual circumstances.
- 2.3 We are all committed to Zero Harm and to putting into practice our common values of:
  - (i) passion for Brisbane
  - (ii) responsive customer service
  - (iii) respect for people
  - (iv) courage to make a difference
  - (v) working together

- (vi) getting things done
- (vii) value for money.

### 3. Enterprise Bargaining Unit

This Agreement has been developed by an Enterprise Bargaining Unit (EBU), consisting of management representatives and union representatives, with the assistance of the Queensland Industrial Relations Commission.

### 4. Administrative arrangements

#### 4.1 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. Provided that this Agreement shall not apply to an employee who is engaged in accordance with a written contract of employment, namely Specialist and Senior Professionals (SSP), Professional Services Employment (PSE), Senior Executive Stream (SES), and Senior Officer Stream (SOS).

#### 4.2 Parties bound

The Parties bound by this Agreement are Brisbane City Council and each of the unions listed in Schedule 1 which become signatory to this Agreement prior to certification.

#### 4.3 Date and period of operation

This Agreement shall operate on and from the date of certification and shall remain in force for three years from this date. We agree to commence negotiations for a new collective agreement no later than six months prior to the nominal expiry date of this Agreement.

#### 4.4 Agreement to prevail

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

#### 4.5 Incorporation of Awards

##### 4.5.1 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, except for:

- (i) general rulings of the Queensland Industrial Relations Commission
- (ii) variations to Awards specified in Schedule 2 by consent of Council and the relevant union[s]
- (iii) variations to the Awards which arise from arbitration by the Queensland Industrial Relations Commission, where referral of the matter to arbitration was agreed by the parties.

##### 4.5.2 The terms of this Agreement and the attached schedules (excluding Schedule 2) shall prevail to extent of any inconsistency with the incorporated Awards listed in Schedule 2.

#### 4.6 HR procedures and employee entitlements

##### 4.6.1 Council's HR Policies and Procedures

Council's HR Policies, Procedures and Common Conditions (HR Procedures) are outlined at Schedule 4 and are operative as at the certification of EBA8.

Whilst the HR Procedures do not form part of EBA8, they will continue to operate in their entirety until such time as there is an agreement between the relevant parties to change, vary, terminate or propose a new HR Procedure, in accordance with the Review of HR Procedures clause.

HR Procedures do not override the provisions of the Agreement.

HR Procedures are read in conjunction with this Agreement. Where there is an inconsistency between an HR Procedure and the Agreement, the terms of the Agreement will prevail.

#### 4.6.2 Review of HR Procedures

Any party to EBA8 may seek to vary, terminate or propose a new HR Procedure during the life of the Agreement (EBA8).

The process for implementing a variation, termination or proposed new HR Procedure for any relevant party to EBA8 is as follows:

- develop a draft variation to the HR Procedure
- consultation will occur between Council and other relevant union party(s) to EBA8 on the impacts of the draft variation to the HR Procedure. This may include discussions and negotiations at the Union Industrial Consultation and Coordination Forum or other similar Council forum
- Council will refer an agreed variation, termination or proposed new HR Procedure to the Joint Consultative Committee (JCC) for endorsement
- Council will formally note in the JCC Agenda any proposal to endorse a varied HR Procedure
- seek endorsement by the JCC
- Council will communicate the updated HR Procedure to employees
- Council will implement the endorsed variation to the HR Procedure.

Variations to HR Procedures will not be implemented unless agreed by Council and the relevant union(s) that are party to EBA8, provided that agreement will not be unreasonably withheld. Council and relevant union(s) endorsement will be recorded in JCC minutes.

In the event that Council or relevant union(s) do not endorse a proposed variation, any party may seek the assistance of the Commission to resolve the matter. This may include conciliation, and arbitration only by consent, between Council and the relevant union(s).

#### 4.7 Application of schedules for the purposes of certification

We agree that this Agreement will be lodged for certification in accordance with the *Industrial Relations Act 1999*.

#### 4.8 No extra claims

- 4.8.1 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.
- 4.8.2 Reclassification of roles under relevant Awards and agreed HR Procedures, and agreements developed in accordance with Clause 17, and other matters exempted in Clause 4.5 shall not be considered to be extra claims.
- 4.8.3 We agree that there will be no protected industrial action during the life of this Agreement.

### 5. Objectives of this Agreement

- 5.1.1 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.

- 5.1.2 This Agreement will provide certainty for three years from the date of certification for Council, employees and their unions regarding:
- (i) employment arrangements, pay rates and conditions
  - (ii) consultative processes, joint problem-solving and dispute resolution procedures, without recourse to industrial action
  - (iii) continuous improvement and delivery of better value while providing secure employment in accordance with the terms and conditions of this Agreement.
- 5.1.3 Working together, we aim through the implementation of this Agreement to:
- (i) involve all employees in the achievement of Zero Harm and a healthy workforce
  - (ii) provide secure and sustainable employment for employees in accordance with the terms and conditions of this Agreement
  - (iii) continue to identify and meet customer and community needs
  - (iv) create equitable and inclusive workplaces in which we all contribute to the provision of valued, cost-effective services
  - (v) continuously improve the quality and competitiveness of Council services and programs.

## 6. 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.

- 6.1 Achieving the vision for *Living in Brisbane 2026*
- (i) enhanced liveability
  - (ii) satisfied community
  - (iii) regional leadership
- 6.2 Improving service delivery and accessibility
- (i) customer service excellence
  - (ii) integrated service delivery
  - (iii) program delivery
- 6.3 Demonstrating value for money
- (i) financial capability
  - (ii) key financial outcomes
  - (iii) value from Council's business, services and products
- 6.4 Enhancing business processes and encouraging innovation
- (i) continuous process improvement
  - (ii) innovation and product development
  - (iii) strategic alignment of priorities, processes and products
- 6.5 Developing a capable and adaptive workforce
- (i) capable workforce
  - (ii) use of technology and new ways of working
  - (iii) satisfied employees

## 7. Employee and industrial relationships

- 7.1 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.
- 7.2 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.
- 7.3 Working together we will:
- (i) attract, select, develop and retain employees from diverse backgrounds and abilities
  - (ii) enhance the customer service capability of Council
  - (iii) generate competitive performance and improved rewards and working conditions
  - (iv) strengthen communication and commitment to seeking shared solutions
  - (v) use and continue to improve effective consultative structures and arrangements
  - (vi) promote lifelong learning and provide access to learning resources to develop our skills
  - (vii) foster employment relationships and working arrangements that meet community, employee and organisational needs into the future
  - (viii) streamline and standardise business processes with the development and implementation of BaSE
  - (ix) continuously improve Council's systems and processes
  - (x) generate positive financial outcomes that can be shared by customers, the community and employees
  - (xi) develop alliances, partnerships, associated businesses and joint ventures to deliver integrated government and community services to the region.

## 8. Consultative processes

- 8.1 We reaffirm our commitment to established consultative processes and recognise that these processes need to be continuously improved. We will provide:
- (i) clear guidelines and objectives for consultative committees
  - (ii) effective induction and training of new employees who are to be committee members
  - (iii) recognition for participation in the committee
  - (iv) genuine consultation and consideration of management, employee and union contributions to decision making
  - (v) support for implementing changes which enhance employee and organisational goals.
- 8.2 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 unions party to this Agreement. The Queensland Council of Unions nominee may also attend and represent any relevant union party to this Agreement if they are unable to attend.
- 8.3 The Charter of the JCC is included in Schedule 3.
- 8.4 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.

- 8.5 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 Branch if required.
- 8.6 Introduction of changes
- 8.6.1 Where Council decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and, where relevant, their union or unions.
- 8.6.2 'Significant effects' includes termination of employment, major changes in the composition, operation or size of the Council's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:
- 8.6.3 Provided that where an Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.
- 8.7 Duty to consult over change
- 8.7.1 Council shall consult the employees affected and, where relevant, their union or unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- 8.7.2 The consultation must occur as soon as practicable after making the decision referred to in the 'Duty to Consult over Change' clause.
- 8.7.3 For the purpose of such consultation Council shall provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that Council shall not be required to disclose confidential information, the disclosure of which would be adverse to its interests.
- 8.8 Clauses 8.6 and 8.7 shall be read in conjunction with the Organisation Design Procedure.

## 9. Dispute resolution

- 9.1 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.
- 9.2 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.
- 9.3 No party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- 9.4 Any grievance or dispute about or arising from the application of this Agreement shall be handled as follows:
- (i) Stage 1 Discussions between the employee/s and team leader and at the request of the relevant union, shop steward/delegate.
  - (ii) 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, Workplace Relations.
  - (iii) Stage 3 Discussions involving relevant union secretary/organiser or nominated delegates with divisional manager and Manager, Workplace Relations or nominated delegate.
- 9.5 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.

- 9.6 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.
- 9.7 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.
- 9.8 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 arbitration.
- 9.9 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.
- 9.10 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.

## 10. Wage/salary outcomes

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

### 10.1 First pay increase

Upon certification of this Agreement pay rates will be increased by 2% with effect from 1 July 2013. Back pay representing the amount of increase from 1 July 2013 to the date of certification shall be paid as soon as practicable after the date of certification.

### 10.2 Second pay increase

From the first anniversary of the certification of this Agreement or 15 October 2014, whichever is sooner, pay rates will be increased by 2.2%.

### 10.3 Third pay increase

From the second anniversary of the certification of this Agreement or 15 October 2015, whichever is sooner, pay rates will be increased by 2.2%.

## 11. Productivity bonus payment

A one off productivity bonus payment of \$400 (gross and inclusive of superannuation) will be paid to employees covered by EBA8 and entitled to Personal Leave, provided the target absenteeism rates detailed below are achieved at the nominated date. Absenteeism will be measured using the rolling average absenteeism\* figures as at end of August each year of this Agreement.

### 11.1 Year 1 productivity payment

Year 1: Target absenteeism rate 5.8% achieved at 31 August 2014

### 11.2 Year 2 productivity payment

Year 2: Target absenteeism rate 5.2% achieved at 31 August 2015

### 11.3 Year 3 productivity payment

Year 3: Target absenteeism rate 4.6% achieved at 31 August 2016

\* Absenteeism is defined as absences recorded as Income Protection Leave, Personal Leave (Sick), Personal Leave (Carers).

# B Organisation of work

## 12. Improved systems and processes

12.1 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.

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

- (i) deliver more responsive customer service and enhance outcomes for community and customers
- (ii) demonstrate value for money by implementing competitive and cost-effective systems
- (iii) encourage working together effectively and provide greater support for employees
- (iv) 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.

12.3 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. BaSE). Council will continue to inform and consult employees and their unions about these issues, to ensure effective implementation of systems and related changes.

## 12.4 Brisbane Best Value (BBV)

12.4.1 Areas of Council may be subject to a BBV review.

12.4.2 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.

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

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

12.4.5 Managers will be responsible for communicating the progress to employees and their unions as per the consultation and communication process outlined in the BBV procedure.

12.4.6 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.

12.4.7 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 and Schedule 6 – Organisational Change).

## 13. Use of internal providers and alternative suppliers

13.1 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.

13.2 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.

- 13.3 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.
- 13.4 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.
- 13.5 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.

## 14. Use of contingent workforce

- 14.1 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.
- 14.2 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:
- (i) temporary employment
  - (ii) casual employment
  - (iii) labour hire
  - (iv) contractors.
- 14.3 Situations where the use of contingent modes of employment may be required include:
- (i) emergency or urgent work requirements; or
  - (ii) when professional or technical skills are required and cannot be obtained internally; or
  - (iii) for special projects that are time limited; or
  - (iv) meeting peaks and troughs in workload.
- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 This determination will be based on:
- (i) ongoing requirement for the work to be performed
  - (ii) existence of ongoing funding for the potential role
  - (iii) suitability of the employee's skills and performance
  - (iv) long-term needs of Council.

- 14.8 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.
- 14.9 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.
- 14.10 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:
- (i) ongoing requirement for the work to be performed
  - (ii) existence of ongoing funding for the role
  - (iii) suitability of the employee's skills and performance
  - (iv) long-term needs of Council.
- 14.11 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.

## 15. Business growth through partnering arrangements and alliances

- 15.1 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.
- 15.2 In cases where Council employees are seconded to joint venture enterprises and other similar arrangements for periods of up to two years, employees will:
- (i) have their rights and entitlements preserved
  - (ii) be paid at the relevant Brisbane City Council rates (or better)
  - (iii) be engaged under similar conditions
  - (iv) not have their career options limited
  - (v) have the right to return to their previous role, or an equivalent role, at the conclusion of the secondment.

## 16. Transmission of business

- 16.1 This clause will apply where the Council:
- (i) proposes to transmit to a new employer the business or any part of the business covered by this Agreement
  - (ii) transmits to a new employer the business or any part of the business covered by this Agreement.
- 16.2 Where the Council proposes to transmit the business or any part of the business, the Council shall:
- (i) notify the employees affected and the unions of the proposed transmission; and
  - (ii) discuss with the employees affected and the unions the effect of the transmission of business. The discussion will commence as soon as practicable after a decision has been made by the Council to transmit the business or part of the business
  - (iii) Council will make every effort to find reasonable alternative employment for employees impacted by this change, either through retraining and placement or suitable roles in the new service provider.

- 16.3 The Council will consider and respond to any reasonable concerns raised by employees and the unions about the terms of the proposed transmission. In the event of a dispute about the Council's response to concerns raised by employees, the disputes settling clause of this Agreement will be utilised to resolve these concerns, the Council shall provide in writing the name of the employing entity that is proposing to acquire the business or part of the business and facilitate discussions between the employees and the unions and the proposed new employer.
- 16.4 The Council shall include as part of any tender specifications or offer of sale documents, and within any contractual arrangements with the new employer, the obligation for the new employer to apply terms and conditions of employment, including the employer contribution to superannuation, that are equivalent to or superior, and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment within Council including terms and conditions derived from this Agreement, any applicable Award, policy or common law contract or other relevant employment arrangement applicable at the time of the proposed transmission.
- 16.5 The Council shall require part of any tender specifications or offer of sale documents, and within any contractual arrangements with the new employer, the obligation for the new employer that the new employer recognise and accept responsibility for all previous service and accrued entitlements of employment arising from that service, including, but not limited to, accrual of benefits and service in respect of:
- (i) Annual Leave
  - (ii) Long Service Leave
  - (iii) Personal/Carer's Leave
  - (iv) Redundancy
- of any employee of the Council transferring to work for the new employer, that the new employer shall offer a contract of employment to transmitting employees in accordance with the provisions of this clause, and that any new offer of employment/common law employment contract offered to transmitting employees will not include any period of probationary service with the new employer such as would exclude the transmitting employee from making a claim with regard to termination of employment.
- To avoid doubt, the period of employment which the employee has had with the Council or any prior employer which has been recognised by the Council shall be deemed to be service of the employee with the new employer, for all purposes.
- 16.6 In the event that an employee chooses not to accept work with the new employer the Council will apply the provisions outlined in Schedule 6 Retraining and Placement provisions to place the employee. If it is unable to do so Council will apply Schedule 7 Redundancy and Separation of the Agreement, provided that Council will only be required to offer a Level 2 Voluntary Redundancy package to an employee who has been offered a role in accordance with Clause 16.4. Council is not required to offer a Level 1 package to such an employee at any time.
- 16.7 Any dispute over the application of this Agreement may be referred to the Queensland Industrial Relations Commission in accordance with the provisions of the dispute settling clause of this Agreement.

## 17. Unforeseen outcomes of organisational change

- 17.1 We are committed to continuous improvement in accordance with the terms of this Agreement and anticipate that the outcomes of continuous improvement, organisation design and organisational change and other processes identified in this Agreement will be dealt with in accordance with the Agreement and Council procedures.
- 17.2 We acknowledge that this Agreement is intended to be comprehensive and that, consistent with Clause 4.8 No extra claims, there are no matters which have been reserved for further negotiation while this Agreement is in operation.

- 17.3 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 (Queensland)*.
  - (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.
- 17.4 This clause does not allow industrial action that would otherwise be protected industrial action under legislation while this Agreement is in force.

# C Developing a capable and adaptive workforce

## 18. Achieving Zero Harm

- 18.1 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.
- 18.2 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.
- 18.3 We will continue to reduce the number and severity of workplace injuries by improving the Workplace Health and Safety (WH&S) framework, to encourage an attitude of 'safety first' and safe working behaviours at all levels.
- 18.4 Working together, Council management, employees and unions will:
- (i) undertake hazard identification and risk assessment
  - (ii) implement and review control processes
  - (iii) 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
  - (iv) review relevant reports, statistics and trends, and benchmark to learn from others
  - (v) allocate resources, improve work processes, provide and participate in relevant WH&S training.
- 18.5 We are committed to encouraging and promoting an active and healthy workforce.
- 18.6 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.

## 19. Workload management

- 19.1 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.
- 19.2 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 foregone flex leave.
- 19.3 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.

19.4 Divisional and/or Work Unit Consultative Committees shall:

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

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

## 20. Work and life

20.1 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.

20.2 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:

- (i) developing and implementing leading-edge work and life, and equity and diversity policies and practices that benefit both employees and the business
- (ii) applying flexible and innovative ways and enhancing access to the policies in daily business where possible
- (iii) 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
- (iv) an expectation that managers, team leaders and employees will demonstrate respect and valuing of other employees through their behaviour
- (v) continually strengthening relationships between managers, team leaders and employees
- (vi) continuing to support and monitor local equity and diversity planning
- (vii) 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
- (viii) 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.

## 21. Learning and career development

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

21.2 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.

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

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

## 22. Apprenticeships and traineeships

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

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

## 23. Retraining, placement and separation

23.1 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.

23.2 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 (see Schedule 6 – Retaining and placement procedure) will be used to manage the impact on affected employees.

# D Conditions of employment

## 24. Personal Leave and Income Protection Insurance

- 24.1 Council remains committed to supporting employees during periods of personal illness or injury through the arrangements outlined in Schedule 5 of this Agreement.
- 24.2 Personal Leave is an arrangement which is provided to support employees through periods of illness/injury and carer requirements.
- 24.3 All employees (other than employees engaged as casuals) who have worked for Council for a minimum period of six weeks shall have access to a paid Personal Leave entitlement of 15 days per year (pro-rata for part-time and flexible permanent part-time employees), which will accumulate from year to year.
- 24.4 Council will continue to provide rehabilitation support to employees in order to facilitate productive and safe returns to the workplace.
- 24.5 For full details of the Personal Leave arrangements refer to Schedule 5.
- 24.6 As at the date of certification of this Agreement, the provision of an Income Protection Insurance arrangement as outlined in *Enterprise Bargaining Certified Agreement 2010* (EBA7) Clause 23 and Schedule 5, and the associated Income Protection Insurance policy will be terminated and cease to apply. Under no circumstances will any Income Protection Insurance claim lodged after seven calendar days following the certification of this Agreement be accepted.
- 24.7 Employees who have had an Income Protection Insurance claim lodged within seven calendar days of the certification of this Agreement, once determined and approved, will have their claim managed in accordance with Schedule 5, Clause 3.13 Transitional Arrangements, and Schedule 12 of this Agreement.
- 24.8 Employees who:
- are covered by this Agreement; and
  - who are entitled to Personal Leave as at the date of certification of this Agreement; and
  - who were employed by Council as at the date of certification of this Agreement

will be credited with an additional 130 days Personal Leave as a one off transitional arrangement at the date of certification of this Agreement. Personal Leave will be reflected as equivalent hours and calculated using the employee's relevant ordinary hours of work. The ordinary hours of work for a full-time wages employee shall be 38 hours per week and 36.25 hours per week for a full-time salaried employee. The additional Personal Leave will be calculated on a pro-rata basis for part-time and flexible permanent part-time employees.

## 25. Parental Leave

- 25.1 Paid Maternity Leave will be maintained at 14 weeks and Paternity Leave maintained at four weeks, with other arrangements for Maternity, Paternity and Adoption Leave, including taking Maternity and accrued leave at half pay, to continue as outlined in relevant procedures.
- 25.2 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.
- 25.3 Parental Leave provisions of this Agreement shall be in addition to any state or federal statutory parental Leave entitlements.

## 26. Time Off in Lieu of Overtime *(excluding Passenger Services employees)*

- 26.1 Time off in lieu is an option to the payment of overtime for employees.
- 26.2 It will only be applied with the agreement of both employee and the team leader prior to the overtime being worked and must be able to be taken within four months of being worked.
- 26.3 The team leader is delegated the authority to approve the accrual and taking of time off in lieu. Such approval should not be unreasonably withheld.
- 26.4 The accrual of time will be at existing overtime rates (e.g. 1 hour worked at time and a half = 1 hour 30 minutes time off in lieu).
- 26.5 Time off in lieu must be taken ahead of annual and long service leave. Time off in lieu must be taken within a four-month period or by agreement between the employee and team leader in conjunction with the next leave period.
- 26.6 A maximum of five days, at the employee's normal working hours, may be accrued at any time.
- 26.7 Where an employee is transferred to another Work Unit, the employee will be paid out for their accrued time unless their new unit's team leader is willing to accept the leave liability.
- 26.8 Unless time is taken within four calendar months of its date of accrual or an agreement has been reached under Clause 26.5, it must be paid out. However, employees are encouraged to take time off in lieu within one month of its accrual.
- 26.9 Where payment is made for accumulated time, it will be at rates current at the time of payment. Team leaders should consider the impacts of EBA and other pay rises on the potential cost of paying out accrued time.
- 26.10 Allowances will be paid when the overtime is worked, not when the time off in lieu is taken.
- 26.11 Where leave is not able to be taken within the four-month period or in conjunction with the next leave period as agreed, that time must be paid out.
- 26.12 Where Work Units direct-charge employees' time to customers, they must establish appropriate operating accounts to manage the necessary accruals.

## 27. Half Pay Annual Leave

- 27.1 Annual Leave may be taken at half pay to spread the Annual Leave over a longer period. The minimum period of half pay is two and a half (2.5) days (i.e. five (5) days at half pay) and the maximum period to be doubled is four (4) weeks (i.e. up to a total of eight (8) weeks at half pay). Also where an employee is proceeding to approved, planned, extended unpaid leave (such as Mid-career Break), accrued Annual Leave greater than four (4) weeks may be paid at half pay with the approval of the Divisional Manager. This approval is to ensure there are no resourcing issues arising from such extended absences.
- 27.2 Please consider that while leave is at half pay, deductions are based on a full weeks pay. This may mean that some employees will not receive enough money to cover weekly deductions. It is the responsibility of the employee to ensure that they can cover their deductions.

## 28. Half Pay Long Service Leave

- 28.1 Long Service Leave may be taken at half pay to spread the Long Service Leave over a longer period. The minimum period of half pay is five (5) days (i.e. ten (10) days at half pay) and the maximum period to be doubled is twenty-six (26) weeks (i.e. up to a total of fifty-two (52) weeks at half pay). Also where an employee is proceeding to approved, planned, extended unpaid leave (such as Parental Leave or Mid-career Break), accrued Long Service Leave may be paid at half pay with the approval of the Divisional Manager. This approval is to ensure there are no resourcing issues arising from such extended absences.
- 28.2 Please consider that while leave is at half pay, deductions are based on a full weeks pay. This may mean that some employees will not receive enough money to cover weekly deductions. It is the responsibility of the employee to ensure that they can cover their deductions.

## 29. Superannuation

- 29.1 Superannuation benefits for all employees covered by this Agreement shall be provided under the Local Government Superannuation Plan (Qld) (LGsuper). Employees are entitled to benefits calculated in accordance with the governing rules of LGsuper applicable to their category of membership, and must contribute to LGsuper 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 LGsuper.
- 29.2 Nominated JCC union officials will meet with the LGsuper Reference Group at least once per quarter to discuss issues arising with the management or implementation of superannuation matters.
- 29.3 Salary Sacrifice arrangements will continue to be available to all employees, subject to legislative provisions and Australian Taxation Office rulings.

## 30. Local Area Agreements and future arrangements

- 30.1 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.
- 30.2 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 17.

# Schedules – Administration

## Schedule 1: Unions

- (i) The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees
- (ii) Together Queensland, Industrial Union of Employees
- (iii) Queensland Services, Industrial Union of Employees
- (iv) Australian Rail, Tram and Bus Industry Union of Employees, Queensland Branch
- (v) Australian Workers' Union of Employees, Queensland
- (vi) United Voice, Industrial Union of Employees, Queensland
- (vii) Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
- (viii) Construction, Forestry, Mining and Energy Industrial Union of Employees, Queensland
- (ix) The Electrical Trades Union of Employees, Queensland
- (x) Plumbers & Gasfitters Employees' Union Queensland, Union of Employees
- (xi) Transport Workers' Union of Australia, Union of Employees (Queensland Branch)
- (xii) Australian Building Construction Employees and Builders Labourers' Federation (Queensland) Union of Employees

## Schedule 2: Awards

- (i) *Brisbane City Council – Salaried Staff Award 2004*
- (ii) *Brisbane City Council Bus Transport Employees' Award 2003*
- (iii) *Brisbane City Council – Construction, Maintenance and General Award 2003*
- (iv) *Brisbane City Council – Miscellaneous Workers' Award 2012*
- (v) *Brisbane City Council Plant Operators' Award 2012*
- (vi) *Building Trades Public Sector Award – State 2012*
- (vii) *Engineering Award – State 2012*
- (viii) *Transport, Distribution and Courier Industry Award – Southern Division 2003*

## Schedule 3: Charter of the Joint Consultative Committee

### 1. Operating philosophy

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4 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

- 2.1 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.
- 2.2 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

##### 3.2.1 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:

- (i) clarification and endorsement of human resource and other policies, procedures and guidelines which impact across Council employment or result in significant workplace change
- (ii) workplace issues that have the potential to impact on other than the single division, work unit or discrete group of employees
- (iii) monitor and review implementation of Certified Agreements
- (iv) undertake specific responsibilities and activities in accordance with the current Certified Agreement
- (v) any other matter raised by union or management which impacts on the workforce.

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

3.2.3 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

3.3.1 The JCC will consist of the:

- (i) Chief Executive Officer (Chair)
- (ii) Divisional managers
- (iii) One representative from each of the unions party to this Agreement.

The Queensland Council of Unions nominee may attend and represent any relevant union party to this Agreement if they are unable to attend.

3.3.2 The Manager, Workplace Relations, shall undertake the roles of Executive Officer and Secretary to the Committee.

### 3.4 Meetings

3.4.1 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. All unions party to this Agreement may attend and participate in JCC to raise or discuss issues pertinent to their union with full rights and responsibilities as per this JCC charter.

3.4.2 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

3.6.1 All members of the JCC can submit agenda items. The chairperson and union coordinator will discuss and finalise the agenda prior to each meeting.

3.6.2 All relevant written information and documents must be circulated electronically with the agenda to members of the committee at least one week prior to the meeting.

### 3.7 Minutes

3.7.1 The secretary to the JCC will be responsible for the production of the minutes of the meeting.

3.7.2 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 Council's Intranet 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

3.8.1 All JCC members are to attend all meetings, represent the views of their constituents and give serious consideration to all matters raised.

3.8.2 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

3.11.1 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.

3.11.2 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

4.2.1 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 Branch. 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.

4.2.2 In general, consultative committees should be able to:

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

4.2.3 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

4.3.1 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.

- 4.3.2 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.
- 4.3.3 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.
- 4.3.4 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

The following policies, procedures and common conditions, while outlined in this Schedule, do not form part of this Agreement, in accordance with Clause 4.6 HR procedures and employee entitlements. These can be accessed from Council's intranet. Additional assistance is available from HR Help on 340 35900.

### 1. Joining Council

- (i) Salaried Employees Classification and Reclassification of Roles Constitution
- (ii) Recruitment and Selection
- (iii) Appeals (Recruitment and Selection)
- (iv) Appointments Review Committee Constitution
- (v) Criminal History and Working with Children Checks
- (vi) Graduate Recruitment
- (vii) Base Grade / Entry Level Recruitment
- (viii) Ex-employees – Re-employment and Engagement
- (ix) Induction
- (x) Probation
- (xi) Vacation Employment
- (xii) Classification of Roles

### 2. Conditions and benefits

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

### 3. Leave

- (i) Annual Leave
- (ii) Self-funded Leave
- (iii) Long Service Leave
- (iv) Parental Leave
- (v) Personal Leave
- (vi) Career Break
- (vii) Leave without Pay
- (viii) Cultural and Ceremonial Leave
- (ix) Bereavement Leave

#### 4. Special leave

- (i) Christmas/New Year Closedown
- (ii) Industrial Relations Education Leave
- (iii) Civil Defence/Military Leave
- (iv) Court Subpoena Leave
- (v) Elections – Leave to Contest
- (vi) Civil or Natural Disaster Leave
- (vii) Jury Service Leave
- (viii) Leave for Blood and Blood Cell Donors
- (ix) Leave to Participate in Major National or International Sporting Events
- (x) Volunteer Emergency Service Leave

#### 5. Managing people

- (i) Workplace Health and Safety
- (ii) Code of Conduct
- (iii) Grievance
- (iv) Grievance Resolution Guidelines
- (v) Personal History Files
- (vi) Brisbane Best Value
- (vii) Organisational Design
- (viii) Retraining and Placement
- (ix) Managing Poor Performance and Misconduct

#### 6. Developing people

- (i) Learning and Development
- (ii) Planning for Performance

#### 7. Leaving Council

- (i) Resignations and Terminations
- (ii) Redundancy and Separation
- (iii) References and Service Statements

# Schedules – Procedures

## Schedule 5: Personal Leave and rehabilitation procedures

### 1. Overview

- 1.1 Paid Personal Leave is provided to support employees through periods of personal illness/injury and in the rehabilitation process. Personal Leave is not an alternative to Workers' Compensation for workplace illnesses or injuries nor is it provided to be used in conjunction with income benefits from a private insurer to create individual financial benefit.
- 1.2 The following procedures have been agreed to establish the Personal Leave arrangements and to ensure 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.

### 2. Personal Leave (Sick and Carer's)

- 2.1 All employees (other than employees engaged as casuals) who are unable to perform their duties on account of illness/injury (except illness/injury covered by Workers' Compensation) or carer requirements shall have access to a paid Personal Leave entitlement, which will accumulate from year to year. Paid Personal Leave may only be accessed once an employee has worked for Council for a minimum period of six weeks of non-casual service. Accumulated Personal Leave will not be paid out on cessation of employment under any circumstances.
- 2.2 Employees will accrue 15 days Personal Leave (pro-rata for part-time and flexible permanent part-time employees) for each completed year of service. The accrual and credit of Personal Leave for employees engaged with Council on or before 30 June 2010 will start from 30 June each year. The accrual and credit of Personal Leave for employees engaged after 30 June 2010 will start from the commencement of employment date.
- 2.3 Personal Leave will be reflected as equivalent hours and calculated using the employee's relevant ordinary hours of work. The ordinary hours of work for a full-time wages employee shall be 38 hours per week and 36.25 hours per week for a full-time salaried employee. The actual time absent by employees will be recorded and deducted from the employee's entitlement. Personal Leave is calculated on a pro-rata basis for part-time and flexible permanent part-time employees.
- 2.4 During the life of EBA8 Council will change the method of accrual for Personal Leave from an annual credit of 15 days (pro-rata for part-time and flexible permanent part-time employees) to Personal Leave accruing on a daily basis. These arrangements will only apply after the new arrangements are built into the pay system.
- 2.5 Irrespective of Clause 2.4, employees employed after date of certification of this Agreement will have their first year's Personal Leave entitlement credited on date of commencement (accessible in accordance with Clause 2.1 of this Schedule). From the second year of employment, Personal Leave will accrue daily as outlined in Clause 2.2 and 2.4 of this Schedule.
- 2.6 Personal Leave is available to employees in the following instances:
  - (i) where the employee is unable to perform their duties on account of illness or injury
  - (ii) where the employee is the primary care giver and is required to care for or support a member of their immediate family\* or household.
- 2.7 Employees will be able to access a maximum of 15 days (pro-rata for part-time and flexible permanent part-time employees) of their Personal Leave entitlement in any one year for caring requirements.

*\* The term 'immediate family' includes a spouse (including a former spouse), a de facto spouse, a former de facto spouse, and a partner of the same sex of the employee; and a child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or of the spouse of the employee.*

### 3. Procedure requirements

#### 3.1 Taking of Personal Leave

3.1.1 Council will approve all reasonable requests for Personal Leave. Requests for Personal Leave due to personal illness or injury will require a medical certificate from a registered medical practitioner\* or other evidence to the satisfaction of the employer in the following circumstances:

- (i) for any period of paid Personal Leave which exceeds two working days
- (ii) after five or more absences of up to two days on paid Personal Leave without a medical certificate have been taken within 12 months from the employee's Personal Leave accrual start date. In this situation a medical certificate or other evidence will be required for every day of paid Personal Leave requested during the remainder of that particular 12 month period.

3.1.2 Council requires that the medical certificate or other evidence provided is to include the nature of the medical condition, however acknowledge an employee's right to patient confidentiality as defined by the Medical Board of Queensland policy on issuing of medical certificates. Where confidentiality of medical information on the particularised medical certificate is a concern, employees may provide the medical certificate directly to their manager.

3.1.3 Requests for Personal Leave due to carer requirements may require a medical certificate from a registered medical practitioner\*. Where a medical certificate is required by the employer, it is to state the name of the person being cared for, the relationship to the employee, and that the person being cared for is ill and the illness is such as to require care by another person. Where a medical certificate is required, the employee will be advised of the requirement prior to the conclusion of the relevant absence.

*\*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.*

#### 3.2 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 Personal Leave for that absence.

#### 3.3 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 Personal Leave (where an employee's individual entitlements are sufficient to cover the absence).

#### 3.4 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 Personal Leave will be allowed to enable attendance at such appointment, for which a certificate would normally be obtained.

#### 3.5 Sickness during leave

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

- (i) 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
- (ii) the employee notifies Council as soon as practical; and
- (iii) the employee is available for rehabilitation, where possible and appropriate.

- 3.5.2 Annual and Long Service Leave taken at half pay will be re-credited and replaced with Personal Leave at half pay. Personal Leave is not paid for the unpaid proportion of half-paid leave.
- 3.6 Workers' Compensation
- 3.6.1 All claims for work-related injury or illness must 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.
- 3.6.2 An employee who is unable to attend work due to a workplace illness/injury is initially able to access any available Personal Leave while the Workers' Compensation claim is being determined. If the Workers' Compensation claim is accepted, the absence will be paid for by Workers' Compensation. Accordingly, any relevant period of Personal Leave accessed by the employee will be re-credited.
- 3.7 Rehabilitation processes
- 3.7.1 Paid Personal 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 or injured 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 arrangements, employees have a responsibility to cooperate with the rehabilitation process, including the provision of necessary and reasonable information to allow the rehabilitation process to operate effectively.
- 3.7.2 Employees can be referred to a rehabilitation consultant\* when they have:
- (i) absences of greater than ten consecutive working days due to illness/injury
  - (ii) provided a certificate or notified their supervisor that they will be absent for more than ten days
  - (iii) recurrent or patterns of absence.
- 3.7.3 An employee or team leader can seek advice from a rehabilitation consultant at any time about ways to ensure Zero Harm.
- 3.7.4 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:
- (i) develop a rehabilitation plan to be commenced; and
  - (ii) 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
  - (iii) 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.
- 3.7.5 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 Personal Leave will be suspended. In the event of any suspension, the employee and the employee's union will be notified that suspension will take effect 14 days from the date of notice. Where an employee subsequently complies with their rehabilitation responsibilities, access will be reinstated but not backdated.
- 3.7.6 An employee may be required to undergo a medical review where:
- (i) no information is provided by the employee's treating doctor
  - (ii) the information provided by the employee's treating doctor is insufficient
  - (iii) the information provided by the employee's treating doctor is conflicting.

- 3.7.7 The medical review may be undertaken by a Council doctor<sup>+</sup> or an independent specialist nominated by Council, or by the employee's treating doctor, with the intention to gain information regarding the employee's work capacity and to clarify the information that is required for Council to support the employee's return to work.
- 3.7.8 In addition to Clause 3.7.6 employees may be required to undertake an independent medical review on a quarterly basis (e.g. 3, 6, 9, 12 months and so on from date of illness/injury).
- 3.7.9 Council's responsibility to provide rehabilitation ceases once the employee's injury/illness is medically certified as 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.*

### 3.8 Recurrent absence

- 3.8.1 We accept that where extensive periods of leave have been taken, an employee's Personal 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 will be considered.
- 3.8.2 On referral to rehabilitation, an employee will be required to undergo a medical review 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.
- 3.8.3 Based on medical advice received through the medical review, an 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.
- 3.8.4 An employee who has been referred to rehabilitation under this provision may be required to provide medical certificates (with the nature of the medical condition stated) for every future absence.
- 3.8.5 After the initial rehabilitation process, the employee's attendance will continue to be monitored by the team leader. Where high levels of absence or patterns of absence continue, the team leader will discuss with the employee ways in which to resolve the ongoing absences (for example alternate working arrangements, a period of leave, Employee Assistance Program or other support options).
- 3.8.6 Where high levels of absence or patterns of absence continue and:
- (i) it has been determined through a medical review that an employee does not have an underlying medical condition/s preventing them from performing all requirements of their substantive role; and
  - (ii) the employee's continued absences results in individual poor performance and impacts on business operations and/or service delivery
- the employee's continued absences may be managed in accordance with the Managing Poor Performance and Misconduct Procedure.
- 3.8.7 Where high levels of absence or patterns of absence continue and:
- (i) it has been determined through a medical review that an employee does have an underlying medical condition/s; and
  - (ii) the medical condition prevents and/or limits the employee's capacity to perform all requirements of their substantive role

the work area may seek advice from Workplace Relations regarding options to manage the employee.

3.8.8 Both Council and the employee reserve their rights under common law and legislation.

### 3.9 Retraining and placement

3.9.1 This clause is to be read in conjunction with Schedule 6 Retraining and placement procedure – medical condition. Assessment for retraining and placement will apply to an employee if they are medically assessed as being 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.

3.9.2 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:

- (i) 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
- (ii) 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
- (iii) 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).

3.9.3 Once an employee has satisfied the above criteria, the employee will then be managed in accordance with Schedule 6 Retraining and placement procedure – medical condition.

### 3.10 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.

### 3.11 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:

- (i) positive participation by the employee in rehabilitation
- (ii) 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
- (iii) the employee having the potential to be placed in an available role in Council
- (iv) eligibility and active participation in retraining and placement processes to enable placement in an available meaningful role elsewhere in Council.

### 3.12 Total and permanent disability (T&PD) arrangements

3.12.1 As soon as medical reports indicate an employee is totally and permanently disabled, the employee may claim T&PD through the relevant insurer.

3.12.2 Personal Leave may continue (subject to the employee's Personal Leave balance) provided:

- (i) the employee provides Council with a copy of the medical report which indicates they are T&PD
- (ii) the employee provides notice to the T&PD insurer within two weeks of receiving the medical advice
- (iii) the employee makes a claim for T&PD as soon as the application form is available from the T&PD insurer
- (iv) the application for T&PD is acceptable to the insurer and meets the minimum requirements of the application form; and
- (v) 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.

- 3.12.3 Where an employee does not claim T&PD despite medical advice, access to Personal Leave will cease.
- 3.12.4 If the T&PD application is successful, employment will be terminated and T&PD benefits paid.
- 3.12.5 If the T&PD application is unsuccessful, employment may continue for up to 12 months after determination of the initial T&PD application while any appeal or review is being considered.
- 3.13 Transitional arrangements
- 3.13.1 As at the date of certification of this Agreement, Income Protection Insurance arrangements as outlined in accordance with Schedule 5, Clause 3.7 of Enterprise Bargaining Certified Agreement 2010 (EBA7) and the associated Income Protection Insurance policy will be terminated and cease to apply, with the following exceptions:
- (i) existing Income Protection Insurance claims, or claims that have been lodged within seven calendar days of the certification of this Agreement, once determined and accepted, will be honoured and managed under the Income Protection Insurance arrangements as outlined in Schedule 12 of this Agreement and the associated Income Protection Insurance policy
  - (ii) the obligations that exist under EBA7 Schedule 5 will continue to apply to employees in this circumstance, as outlined in Schedule 12 of this Agreement.
- 3.13.2 Schedule 5, Clause 3.7 of *Enterprise Bargaining Certified Agreement 2010* (EBA7) has been copied and forms Schedule 12 of this Agreement (EBA8). Schedule 12 is only applicable in so far as it is strictly necessary to manage and process Income Protection Insurance claims in accordance with Clause 3.13.1 of this Agreement.

## Schedule 6: Retraining and placement procedures

### Retraining and placement procedure – organisational change

#### 1. Overview

- 1.1 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 Certified Agreement. The placement program provides an opportunity for employees to be placed either within Council or to consider career opportunities external to Council.

#### 2. Applicability

- 2.1 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 organisation design or organisational change, 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.
- 2.2 The Retraining and placement procedure – organisational change does not apply in the following work situations:
- (i) the ordinary and customary turnover of labour, temporary, casual and part-time employees
  - (ii) 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
  - (iii) 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.

#### 3. Definitions

- 3.2.1 *Surplus employee* – An employee whose role has become surplus to requirements.
- 3.2.2 *Voluntary Redundancy* – The separation of a surplus employee from Council based on the employee's acceptance of Council's redundancy offer and subject to Australian Taxation Office rulings.
- 3.2.3 *Voluntary Redundancy package* – The monetary package provided to employees who leave Council through a redundancy option.

#### 4. Procedure requirements

##### 4.1 Retraining and placement

- 4.1.1 After an employee is advised of changed operational requirements as a result of organisation design or organisational change 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.
- 4.1.2 In the case of organisation design or organisational change or BBV or where there is a decision by E&C or Council to exit a business or part of a business, Council, at its sole discretion, may offer a surplus employee a Voluntary Redundancy subject to Australian Taxation Office rulings. The level of the redundancy will be in accordance with the Redundancy and Separation procedure. 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.

- 4.1.3 Where an employee is referred to retraining and placement, the relevant manager will ensure the following steps will occur within two weeks:
- (i) identification of role types and areas of Council where relevant roles are, or will be performed, including any reasonable adjustment considerations
  - (ii) identification of competencies and performance standards to be acquired to support placement
  - (iii) development of a training/development plan to achieve the required competencies.
- 4.1.4 Where possible, Council will place employees referred to the program in line with that individual's preferred outcome (for example; similar vocational area; remuneration at the same level, or a similar level if agreed; 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.
- 4.1.5 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.
- 4.1.6 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.
- 4.1.7 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 Clause 4.1.10. 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)
- 4.1.8 Subject to the provisions in Clause 4.1.6, 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.
- 4.1.9 These provisions do not prevent the use of the transfer at level process outlined in the Recruitment and Selection Procedure.
- 4.1.10 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.
- 4.1.11 Employees on the placement program cannot be considered for roles within quarantined processes of organisation design.
- 4.1.12 Employees on the placement program have the option to seek either full-time or part-time roles.
- 4.1.13 Standard performance management procedures and processes including Planning for Performance (PfP) apply to employees on the placement program.
- 4.2 Placement within six months
- 4.2.1 The placement timeframe is six months from the date of referral to the program (date on delegation).

- 4.2.2 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 12 months from the date income maintenance commenced.
- 4.2.3 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.
- 4.2.4 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.
- 4.2.5 Where it has been established that an employee cannot be placed into a suitable role after six months, prior to placement of an employee into any role within the employee's current skills base, a formal meeting will be held with the affected employee and their union representative. The purpose of the meeting will be to review the process and discuss the outcomes of the placement process, the impact on the employee and to clarify the terms and conditions of the new role. Council will give prompt consideration to the issues raised by the employee and their union.
- 4.2.6 If an employee is not placed within six months then the employee will be placed into any role within the employee's current skills base, subject to the existing provisions for income maintenance. Council will exercise its best reasonable endeavours to place employees in roles that are similar to their previous substantive role (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), however there can be no commitment or expectation that employees will be placed in a similar role. If an employee is placed into any role the employee may continue to be considered for placement in permanent roles at their substantive level for a period of 12 months from the date income maintenance commenced.

Note: income maintenance commences on the date the employee is referred to the placement program.

- 4.2.7 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.
- 4.2.8 Voluntary Redundancy will be offered in accordance with the Redundancy procedure. (See the Redundancy and Separation procedure for further details)
- 4.3 Remuneration and income maintenance
- 4.3.1 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.
- 4.3.2 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:
- (i) Leading Hand if it is a permanent appointment
  - (ii) all-purpose operational or Site Allowance if the employee was permanently on site prior to placement program participation
  - (iii) over-award payments that the employee would have received had they continued in their substantive role
  - (iv) flexibility allowance for Community Regulation Officers as this is partially a skills-based allowance.
- 4.3.3 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.
- 4.3.4 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.

- 4.3.5 The employee's income will be maintained for a fixed maximum period of 12 months from the date of referral to the placement program. Income maintenance will not exceed 12 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.
- 4.3.6 For an employee's accrued Long Service Leave balance (including pro-rata), accrued Leave in Lieu (for stand-by employees) and an employee's accrued annual leave (up to eight weeks, or 10 weeks for shift workers), an employee who is permanently placed into a lower level role during the Placement Program will be paid the difference between the sum of the accrued leave from their previous substantive role and their new placement role. This is paid as a lump sum payment at the time of their permanent placement. The employee's leave balances will remain unchanged. This clause does not apply to Time off in Lieu (TOIL).
- 4.4 What costs are met by the home division and receiving division?
- 4.4.1 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.
- 4.4.2 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.
- 4.4.3 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.
- 4.4.4 When an employee is permanently placed into a role of lower pay classification the employee's home division pays the difference between the sum of the accrued leave from their previous substantive role and their new placement role as per Clause 4.3.6.
- 4.4.5 When the employee is temporarily or permanently placed in an equivalent or higher classified role, the receiving division pays the entire salary/wage.
- 4.4.6 In the case of overtime, the receiving division is responsible for all overtime payments.
- 4.4.7 Costs of Voluntary Redundancy are met by the home division.
- 4.5 Roles and responsibilities
- 4.5.1 Employees eligible for the placement program must:
- (i) sign a retraining and placement agreement committing to participate in training, applying for appropriate roles and not refusing suitable alternative employment
  - (ii) take advantage of every reasonable opportunity to upgrade their skills and actively participate in the program
  - (iii) be prepared to physically relocate their place of employment
  - (iv) undertake on-the-job learning.
- 4.5.2 The employee will have access to the following during the program timeframe:
- (i) the Employee Assistance Program (EAP), to help the employee deal with the personal and practical issues related to work changes
  - (ii) career and lifestyle counselling to enable the employee to make judgments about future career aspirations
  - (iii) retraining to help achieve a chosen career path, including the completion of a skills audit and the development of a training plan
  - (iv) 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.

#### 4.5.3 Managers are responsible for:

- (i) completion of the delegation to refer the employee to the placement program (once the employee has elected to participate)
- (ii) the appointment of a case manager
- (iii) promoting Council's commitment to the program
- (iv) providing employees with the necessary resources, support and training including the identification of suitable training programs to enable them to make employment transitions, including any reasonable adjustment considerations
- (v) 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
- (vi) ensuring the employee has continuing placement for the six-month period and not unreasonably withhold opportunities for placement
- (vii) conducting PfP and managing performance and attendance with employees in their division
- (viii) ensuring that all associated personnel administrative tasks are attended to e.g. appropriate delegations completed, correct income maintenance payments
- (ix) providing relevant stakeholders with data and information about vacancies and employees requiring placement, and placed employees in their branch
- (x) appointing suitable employees on the placement program to vacancies in their division without advertising the role
- (xi) directly appointing people in the placement program into their work area
- (xii) placing the employee in any role in accordance with Clause 4.2.5 after the six-month period.

#### 4.5.4 The Case Manager is responsible for:

- (i) maintaining contact with relevant branch manager, team leader, Human Resources Operations employees and union in establishing and coordinating a placement strategy for the employee
- (ii) maintaining regular contact with the employee during their participation in the placement program to monitor progress
- (iii) 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
- (iv) managing the day to day training and placement of the employee and ensuring the manager is kept informed
- (v) liaising with the manager to ensure the employee has access to appropriate support and resources.

#### 4.5.5 The Placement Program Coordinator is responsible for coordinating and monitoring the program by:

- (i) 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
- (ii) reviewing the Council Employment Opportunities List prior to its publication and ensuring that relevant vacancies are referred to case managers for consideration
- (iii) continually reviewing the program to enhance its effectiveness and provide the appropriate education and training for staff involved
- (iv) providing a monthly report on the status of program participants to the Executive Management Team and to other members of the Joint Consultative Committee
- (v) maintaining a careers information database of both internal and external information for use by employees
- (vi) maintaining a panel of trained and accredited career counsellors to which divisions can refer employees.

#### 4.6 Refusal to participate, refusal of role

##### 4.6.1 The manager may consider disciplinary action if:

- (i) the employee refuses to participate in the placement program
- (ii) the employee does not comply with reasonable requirements for retraining, temporary placement or acceptance of a suitable role during the six months Placement Program or placement in any role in accordance with Clause 4.2.6 after six months.

4.6.2 Where an employee in the placement program refuses a suitable role during the Placement Program or any role at the end of the Placement Program, 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.

#### 4.7 No placement within six months

4.7.1 If an employee is not placed within six months and the employee has previously been offered a Level 1 Voluntary Redundancy Package or they had been offered a role in accordance with Clause 16 Transmission of Business, they will be offered a Level 2 Voluntary Redundancy Package. (See the Redundancy and Separation procedure for further details). If the redundancy offer is not accepted, then the employee may be placed in any role, subject to the existing provisions for income maintenance.

4.7.2 At any time 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

### 1. 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 Certified Agreement. The placement program provides an opportunity for employees to be placed either within Council or to consider career opportunities external to Council.

### 2. Applicability

2.1 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.

- (i) Council has received medical advice from a legally qualified medical practitioner confirming that the employee is unable to return to their substantive role; and
- (ii) 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
- (iii) 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
- (iv) Where the injury/illness preventing the employee performing their substantive role was not a Workers' Compensation injury but covered by Personal Leave/Income Protection Insurance, 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.

2.2 The Retraining and placement procedure does not apply in the following work situations:

- (i) Suitable duties programs implemented as part of the rehabilitation process
- (ii) 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
- (iii) Where, based on the above criteria, an employee who has an injury/illness and 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
- (iv) 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.

### 3. Definitions

- 3.1 *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.
- 3.2 *Voluntary Medical Separation* – The separation of an incapacitated employee from Council based on the employee's acceptance of Council's offer.
- 3.3 *Voluntary Separation package* – The monetary package provided to employees who leave Council through a separation option.

### 4. Procedure requirements

#### 4.1 Retraining and placement

- 4.1.1 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.
- 4.1.2 Participation in retraining and placement is mandatory.
- 4.1.3 Where an employee commits to retraining and placement, the relevant manager will ensure the following steps will occur within two weeks:
- (i) identification of role types and areas of Council where relevant roles are, or will be performed, including any reasonable adjustment considerations
  - (ii) identification of competencies and performance standards to be acquired to support placement
  - (iii) development of a training/development plan to achieve the required competencies.
- 4.1.4 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.
- 4.1.5 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.
- 4.1.6 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.
- 4.1.7 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 Clause 4.1.10. 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.)
- 4.1.8 Subject to the provisions in Clause 4.1.7, 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.

- 4.1.9 These provisions do not prevent the use of the transfer at level process outlined in the Recruitment and Selection procedure.
- 4.1.10 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.
- 4.1.11 Employees on the placement program cannot be considered for roles within quarantined processes of organisation design.
- 4.1.12 Employees on the placement program have the option to seek either full-time or part-time roles.
- 4.1.13 Standard performance management procedures and processes including Planning for Performance (PfP) apply to employees on the placement program.
- 4.2 Placement within six months
- 4.2.1 The placement timeframe is six months from the date of referral to the program (date on delegation).
- 4.2.2 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.
- 4.2.3 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.
- 4.2.4 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.
- 4.2.5 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.
- 4.2.6 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.)
- 4.3 Remuneration and income maintenance
- 4.3.1 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.
- 4.3.2 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:
- (i) Leading Hand if it is a permanent appointment
  - (ii) all-purpose operational or site allowance if the employee was permanently on site prior to placement program participation
  - (iii) over-award payments that the employee would have received had they continued in their substantive role
  - (iv) flexibility allowance for Community Regulation Officers as this is partially a skills-based allowance.

- 4.3.3 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.
- 4.3.4 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.
- 4.3.5 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.
- 4.3.6 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.
- 4.3.7 The supplementary allowance is gradually reduced by subsequent wage or salary increases applicable to the employee's new role, until fully absorbed.
- 4.4 What costs are met by the home division and receiving division?
- 4.4.1 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.
- 4.4.2 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.
- 4.4.3 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.
- 4.4.4 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.
- 4.4.5 When the employee is temporarily or permanently placed in an equivalent or higher classified role, the receiving division pays the entire salary/wage.
- 4.4.6 In the case of overtime, the receiving division is responsible for all overtime payments.
- 4.4.7 Costs of Voluntary Medical Separation, if offered, are met by the home division.
- 4.5 Roles and responsibilities
- 4.5.1 Employees eligible for the placement program must:
- (i) sign a retraining and placement agreement committing to participate in training, applying for appropriate roles and not refusing suitable alternative employment
  - (ii) take advantage of every reasonable opportunity to upgrade their skills and actively participate in the program
  - (iii) be prepared to physically relocate their place of employment
  - (iv) undertake on-the-job learning.
- 4.5.2 The employee will have access to the following during the program timeframe:
- (i) the Employee Assistance Program (EAP), to help the employee deal with the personal and practical issues related to work changes
  - (ii) career and lifestyle counselling to enable the employee to make judgements about future career aspirations

- (iii) retraining to help achieve a chosen career path, including the completion of a skills audit and the development of a training plan
- (iv) 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.

4.5.3 Managers are responsible for:

- (i) completion of the delegation to refer the employee to the placement program (once the employee has elected to participate)
- (ii) the appointment of a case manager
- (iii) promoting Council's commitment to the program
- (iv) providing employees with the necessary resources, support and training including the identification of suitable training programs to enable them to make employment transitions, including any reasonable adjustment considerations
- (v) 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
- (vi) ensuring the employee has continuing placement for the six-month period and not unreasonably withhold opportunities for placement
- (vii) conducting PfP and managing performance and attendance with employees in their division
- (viii) ensuring that all associated personnel administrative tasks are attended to, e.g. appropriate delegations completed, correct income maintenance payments
- (ix) providing relevant stakeholders with data and information about vacancies and employees requiring placement, and placed employees in their branch
- (x) appointing suitable employees on the placement program to vacancies in their division without advertising the role
- (xi) directly appointing people in the placement program into their work area
- (xii) placing the employee in any suitable role after the six-month period.

4.5.4 The case manager is responsible for:

- (i) maintaining contact with relevant branch manager, team leader, Human Resources Operations employees and union in establishing and coordinating a placement strategy for the employee
- (ii) maintaining regular contact with the employee during their participation in the placement program to monitor progress
- (iii) 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
- (iv) managing the day to day training and placement of the employee and ensuring the manager is kept informed
- (v) liaising with the manager to ensure the employee has access to appropriate support and resources.

4.5.5 The Placement Program Coordinator is responsible for coordinating and monitoring the program by:

- (i) 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
- (ii) reviewing the Council Employment Opportunities List prior to its publication and ensuring that relevant vacancies are referred to case managers for consideration
- (iii) continually reviewing the program to enhance its effectiveness and provide the appropriate education and training for staff involved
- (iv) providing a monthly report on the status of program participants to the Executive Management Team and to other members of the Joint Consultative Committee
- (v) maintaining a careers information database of both internal and external information for use by employees
- (vi) maintaining a panel of trained and accredited career counsellors to which divisions can refer employees.

4.6 Refusal to participate, refusal of suitable role, no placement within six months

4.6.1 The manager may consider disciplinary action if:

- (i) no Voluntary Medical Separation offer is made, and the employee refuses to participate in the placement program; or
- (ii) the employee refuses to participate in the placement program; or
- (iii) the employee does not comply with reasonable requirements for retraining, temporary placement or placement in a suitable role after six months.

4.6.2 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.

4.6.3 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.

4.6.4 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.

4.7 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).

# Schedule 7: Redundancy and separation procedures

## Part A: Voluntary redundancy procedure – organisational change

### 1. Overview

- 1.1 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. In order to support this preference, Council commits to no forced retrenchments during the life of this Agreement.
- 1.2 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.
- 1.3 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.

### 2. Applicability

- 2.1 This procedure applies only to permanent employees.
- 2.2 Voluntary Redundancy does not apply where:
  - (i) employment is terminated as a consequence of poor performance or misconduct
  - (ii) employment is terminated due to frustration of contract, abandonment of employment or irregular or poor attendance
  - (iii) employees are engaged for a specific period of time or for a specific task or tasks (including temporary, casual or contract employees)
  - (iv) an employee voluntarily resigns.
- 2.3 Voluntary Redundancy may apply 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.

### 3. Definitions

- 3.1 *Redundancy* – Council determines that a designated role that an employee has been performing is no longer required and is surplus to requirements.
- 3.2 *Retrenchment* – the termination of a surplus employee who is not needed for any available roles.
- 3.3 *Surplus Employee* – An employee whose role has become surplus to requirements.
- 3.4 *Voluntary Redundancy* – The separation of a surplus employee from Council based on the employee's acceptance of Council's redundancy offer and subject to Australian Taxation Office rulings.
- 3.5 *Voluntary Redundancy package* – The monetary package provided to employees who leave Council through a redundancy option.
- 3.6 *Voluntary Separation* – The separation of an employee by agreement following an unsuccessful period of retraining and placement or for medical reasons.
- 3.7 *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.

## 4. Procedure requirements

### 4.1 Voluntary Redundancy

- 4.1.1 After an employee is advised of changed operational requirements as a result of organisation design, organisational change 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.
- 4.1.2 In the case of organisation design or organisational change or BBV or where there is a decision by E&C or Council to exit a business or part of a business, Council, at its sole discretion, may offer a surplus employee a Voluntary Redundancy, subject to Australian Taxation Office rulings. 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.
- 4.1.3 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.
- 4.1.4 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, a voluntary redundancy will be offered, subject to Australian Taxation Office rulings. This will be a Level 1 Package if this is the first time a Voluntary Redundancy has been offered otherwise a Level 2 Package will be offered. If the employee does not accept the Voluntary Redundancy offer, then the employee will be placed in any role in accordance with Schedule 6 Retraining and placement procedure – organisational change Clause 4.2.6, subject to the provisions for income maintenance.

### 4.2 Offering Voluntary Redundancy

- 4.2.1 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:
- (i) the value of the employee's skills and knowledge
  - (ii) the likelihood of losing high-performance employees it wishes to retain
  - (iii) its liabilities for employer contributions according to relevant superannuation schemes
  - (iv) the probable effect upon organisational climate either of offering or of not offering the redundancy
  - (v) the net wage or salary savings expected to flow from such a proposal
  - (vi) the cost effectiveness of retraining and placement, and the employee's potential in this regard.
- 4.2.2 The relevant divisional manager, following consultation with the relevant unions and the Manager, Workplace Relations, approves any offer of Voluntary Redundancy. The divisional manager takes into consideration the following matters before approving an offer of Voluntary Redundancy:
- (i) the net benefit to Council
  - (ii) the details of consultation with the relevant union and Workplace Relations, and whether there is agreement with the proposal
  - (iii) the proposals with respect to refilling/not refilling the role, together with the justification for such action.
- 4.2.3 There are two levels of Voluntary Redundancy as outlined in Clause 4.3. The Level 1 Package is based upon three weeks' pay per year of service, uncapped, with an incentive as outlined in 4.3.1(a). The Level 2 Package is based upon two weeks' pay per year of service, capped at 52 weeks, with no incentive payment.

### 4.3 Entitlement

An employee accepting Voluntary Redundancy is entitled to:

#### 4.3.1 Severance payment

(a) Severance payments for employees will be:

- (i) Level 1 Package: three weeks' pay per year of service uncapped (and a proportionate amount for an incomplete year of service) with Council or other local authority constituted under the *Local Government Act 1993* and a minimum incentive payment of \$10,000 or 12 weeks' pay (whichever is greater)
- (ii) Level 2 Package: two weeks' pay per 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*, capped at 52 weeks.

(b) Level 1 Package

- (i) The Level 1 Package may be offered to surplus employees immediately before referral to the Placement Program at the sole discretion of Council. If not previously offered, and if no suitable role has been identified during the Placement Program, a Level 1 package will be offered at the end of the six month Placement Program. This package cannot be offered to employees who reject an offer of employment with a new employer in accordance with the Transmission of Business Clause 16.
- (ii) The Level 1 Package will be paid provided the employee accepts the offer within two weeks of a written offer from Council, made through the appropriate manager or divisional manager. This package absorbs the Notice of Termination entitlements.
- (iii) The Level 1 Package will then be withdrawn if the offer has not been accepted and the employee will be committed to retraining and placement.

(c) Level 2 Package

- (i) The Level 2 Package is offered to employees on the Placement Program at the end of the six months where no suitable role has been identified, and where a Level 1 Package has been previously offered.
- (ii) A Level 2 Package is offered to employees who have rejected an offer of employment with a new employer in accordance with the Transmission of Business Clause.

#### 4.3.2 Calculation of severance

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:

- (i) 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
- (ii) 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
- (iii) the pay rate that applies to the incentive payment in the Level 1 Package is the employee's weekly pay rate at the date of separation from Council.

#### 4.3.3 Date of separation

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

#### 4.3.4 Leave entitlements

- (a) Payment of leave entitlements is based on the employee's rate of pay at the date of separation from Council and includes:
  - (i) Annual Leave owing, including pro-rata leave
  - (ii) 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.
- (b) Entitlements are considered according to periods of unpaid leave and the effect those have on the employee's leave.

#### 4.3.5 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.

#### 4.3.6 Superannuation

Employee entitlements under LGsuper apply.

#### 4.3.7 Other entitlements

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

#### 4.3.8 Career options

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

### 4.4 Process

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

- (i) the initiating branch prepares and forwards to the employee a letter of offer
- (ii) 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
- (iii) on receipt of written acceptance by the employee, the initiating branch notifies LGsuper 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.

### 4.5 Responsibilities

#### 4.5.1 Management should:

- (i) treat employees fairly and with respect at all times during the redundancy and separation process
- (ii) explore the options of the placement program before considering Voluntary Redundancy where appropriate
- (iii) consult with the relevant union and Workplace Relations
- (iv) ensure timely and accurate termination payments, and inform LGsuper
- (v) attend to relevant correspondence and administration.

4.5.2 Employees should:

- (i) carefully consider their decision in relation to Voluntary Redundancy and respond promptly to the Council's letter of offer
- (ii) before considering Voluntary Redundancy, contact Payroll Services for relevant taxation details, as well as a financial adviser regarding other relevant financial issues
- (iii) seek financial advice regarding taxation, as tax implications for bona-fide redundancy for surplus employees differ from Voluntary Separation for medical or other reasons
- (iv) contact LGsuper to confirm their superannuation entitlements and options, and confirm with their payroll officer any leave or other entitlements due
- (v) after acceptance of the offer, contact payroll to finalise eligible termination payment details.

4.5.3 The relevant union should be consulted throughout the process.

4.6 Refilling role

4.6.1 If the role has become surplus to the organisation's requirements then it will not be replaced.

4.6.2 (Note: refilling or redescribing a role declared surplus may have serious taxation implications for the employee and Council.)

4.7 Re-employment

4.7.1 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.

4.7.2 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.

## Part B: 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 this Schedule.

### 1. Overview

- 1.1 Council is committed to supporting employees who are injured/ill to return to meaningful and productive work as soon as possible.
- 1.2 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.
- 1.3 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.

### 2. Applicability

- 2.1 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.
- 2.2 Voluntary Medical Separation does not apply where:
  - (i) employment is terminated as a consequence of poor performance or misconduct
  - (ii) employment is terminated due to frustration of contract, abandonment of employment or irregular or poor attendance
  - (iii) employees are engaged for a specific period of time or for a specific task or tasks (including temporary, casual or contract employees)
  - (iv) an employee voluntarily resigns.

### 3. Definitions

- 3.1 *Incapacitated employee* – An employee with an injury or illness that results in their being unable to perform the inherent requirements of their substantive role.
- 3.2 *Separation* – Termination of employment, in this context, due to incapacity.
- 3.3 *Separation package* – The monetary package provided to employees who leave Council through a separation option.
- 3.4 *Voluntary Medical Separation* – The separation of an incapacitated employee from Council based on the employee's acceptance of Council's offer.
- 3.5 *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.

## 4. Procedure requirements

### 4.1 Voluntary Medical Separation

4.1.1 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.

4.1.2 Voluntary Medical Separation will not be offered after the initial total and permanent disability determination.

### 4.2 Offering Voluntary Medical Separation

4.2.1 Council has sole discretion in offering Voluntary Medical Separation.

4.2.2 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, Workplace Relations, and advice from medical practitioners regarding the employee's medical condition, prognosis and work capacity.

4.2.3 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.

### 4.3 Entitlement

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

#### 4.3.1 Severance payment

- (b) 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.
- (c) 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.
- (d) 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.
- (e) In totalling the above, consideration is then given to the following limiting factors:
  - (i) there is no minimum payment
  - (ii) a maximum payment of 52 weeks applies.

#### 4.3.2 Incentive payment

- (a) 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.
- (b) This payment may be used by the employee for out-placement career counselling advice and assistance.
- (c) Where it is in Council's interests, and the employee agrees in writing, the departure date of the employee may be delayed.
- (d) The pay rate that applies to the incentive payment is the employee's weekly pay rate at the date of separation from Council.
- (e) This absorbs the Notice of Termination entitlements.

#### 4.3.3 Leave entitlements

- (a) Payment of leave entitlements is based on the employee's rate of pay at the date of separation from Council and includes:
  - (i) Annual Leave owing, including pro-rata leave
  - (ii) 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.
- (b) Entitlements are considered according to periods of unpaid leave and the effect these have on an employee's leave.

#### 4.3.4 Sick Leave

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

#### 4.3.5 Superannuation

Employee entitlements under LGsuper apply.

#### 4.3.6 Other entitlements

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

#### 4.3.7 Career options

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

### 4.4 Process

#### 4.4.1 When the relevant divisional manager has approved the offering of a Voluntary Medical Separation to an employee:

- (i) the initiating branch prepares and forwards to the employee a letter of offer
- (ii) the relevant union are also advised that an offer of Voluntary Medical Separation is being made
- (iii) 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
- (iv) 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.

#### 4.4.2 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.

#### 4.5 Responsibilities

##### 4.5.1 Management should:

- (i) treat employees fairly and with respect at all times during the separation process
- (ii) 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
- (iii) consult with the relevant union and Workplace Relations
- (iv) ensure timely and accurate termination payments, and inform the trustees of LGsuper
- (v) attend to relevant correspondence and administration.

##### 4.5.2 Employees should:

- (i) carefully consider their decision in relation to Voluntary Medical Separation and respond promptly to the Council's letter of offer
- (ii) before considering Voluntary Medical Separation, contact Payroll Services for relevant taxation details, as well as a financial adviser regarding other relevant financial issues
- (iii) 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
- (iv) contact LGsuper to confirm their superannuation entitlements and options, and confirm with their payroll officer any leave or other entitlements due
- (v) after acceptance of the offer, contact Payroll Services to finalise eligible termination payment details.

##### 4.5.3 The relevant union should be consulted throughout the process.

#### 4.6 Refilling role

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

##### 4.6.2 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.

#### 4.7 Re-employment

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

# Schedules – Employee groups

## 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. To be clear, this Schedule shall not apply to Specialist and Senior Professionals (SSP), Professional Services Employment (PSE), Senior Executive Stream (SES) and Senior Officer Stream (SOS).

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

## 2. Annual salary rates Salaried Staff Employees

Description	First pay increase	Second pay increase	Third pay increase
Band 1.1	47,056	48,091	49,149
Band 1.2	47,777	48,828	49,902
Band 1.3	48,538	49,606	50,697
Band 1.4	49,306	50,391	51,500
Band 1.5	50,205	51,310	52,439
Band 2.1	50,949	52,070	53,216
Band 2.2	51,826	52,967	54,132
Band 2.3	52,718	53,878	55,063
Band 2.4	53,653	54,833	56,039
Band 2.5	54,609	55,810	57,038
Band 3.1	55,579	56,802	58,052
Band 3.2	56,551	57,795	59,067
Band 3.3	57,520	58,786	60,079
Band 3.4	58,494	59,781	61,096
Band 3.5	59,462	60,770	62,107
Band 4.1	60,818	62,156	63,523
Band 4.2	61,984	63,348	64,742
Band 4.3	63,183	64,573	65,994
Band 4.4	64,386	65,802	67,250
Band 4.5	65,587	67,030	68,505
Band 5.1	67,783	69,274	70,798
Band 5.2	70,184	71,728	73,306
Band 5.3	72,582	74,179	75,811
Band 5.4	74,979	76,629	78,315
Band 5.5	77,380	79,082	80,822
Band 6.1	80,378	82,146	83,953
Band 6.2	83,374	85,208	87,083
Band 6.3	86,376	88,276	90,218
Band 6.4	89,373	91,339	93,348
Band 7.1	92,370	94,402	96,479
Band 7.2	95,373	97,471	99,615
Band 7.3	98,370	100,534	102,746
Band 7.4	101,370	103,600	105,879
Band 8.1	105,367	107,685	110,054
Band 8.2	108,364	110,748	113,184
Band 8.3	111,364	113,814	116,318
Band 8.4	114,358	116,874	119,445

### 3. Ordinary hours of work

- 3.1 The ordinary hours of work for a full-time employee shall average 36 hours and 15 minutes per week, including those employees who supervise, or work in close association with other employees who work 38 ordinary hours per week.
- 3.2 The hours of work shall be worked continuously, except for meal breaks and rest pauses, between 7am and 6pm Monday to Friday inclusive.
- 3.3 Provided that the spread of hours for employees working under flex-time arrangements at Fleet Services shall be 7am to 7pm Monday to Friday.

### 4. Ten-hour break

#### 4.1 Employees who work so much overtime:

- (i) 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
- (ii) 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.

- 4.2 Where an employee is recalled to work after their ordinary ceasing time, overtime worked in such circumstances shall not be regarded as overtime for the purposes of this sub-clause where the actual time worked is less than two hours on such recall. Provided however, if an employee is again called out before the next day's ordinary starting time, then for the purpose of calculating 10 hour break entitlements, the call-out shall be deemed to be continuous from the start of the first call-out received to the end of the last call-out received before the employee's normal starting time.
- 4.3 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.
- 4.4 The provision of this sub-clause 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:
- (i) for the purpose of changing shift rosters; or
  - (ii) where a shift worker does not report for duty; or
  - (iii) where a shift is worked by arrangement between the employees themselves.
- 4.5 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.

### 5. Averaged or annualised payments

- 5.1 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:
- (i) annualised salaries that may include penalties, allowances, public holidays, leave loading, overtime and other EBA payments
  - (ii) averaged payments that may include accrued time, penalties and/or allowances and/or other EBA payments
  - (iii) wage or salary payments owed will be made on a regular basis (currently weekly)
  - (iv) 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.

- 5.2 Any arrangements made in accordance with this clause will have no effect unless they are authorised by the Manager, Workplace Relations and agreed to by Payroll/ISB administrators. A value for money assessment for Payroll/ISB implementation may be made upon any proposed agreement.

## 6. Shift penalties

- 6.1 Shift workers shall be paid 15% in addition to their ordinary salary rates prescribed in this Schedule for all rostered ordinary time worked Monday to Friday outside the ordinary spread of hours referred to in Clause 22.1 of the *Brisbane City Council Salaried Staff Award 2004*, except that, where the ordinary rostered shift commences at or before 5.30am, or finishes at or after 7.30pm, the additional 15% loading shall apply to the whole shift.
- 6.2 The extra shift rate above shall not apply to shift work performed on Saturdays, Sundays, public holidays or overtime, for which other penalty rates are paid.
- 6.3 An employee who, during a period of engagement on shift work, works night shift only shall be paid 25% in addition to their ordinary salary rate for all ordinary time worked on such night shift Monday to Friday.
- 6.4 All time worked during the employee's ordinary rostered shift between midnight Friday and midnight Saturday shall be paid for at the rate of time and a half.
- 6.5 All time worked during the employee's ordinary rostered shift between midnight Saturday and midnight Sunday shall be paid for at the rate of double time.

## 7. Trainees

The terms of the *Training Wage Award – State 2003* and the *Order – Apprentices' and Trainees' Wages and Conditions (excluding certain Queensland Government Entities) 2003* 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%

## 8. Cadets

- 8.1 Cadets, other than Indigenous Cadets
- 8.1.1 Employees engaged as Cadets shall be paid in accordance with the following table.
- 8.1.2 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%

## 8.2 Indigenous Cadets

8.2.1 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

## 9. Stand-by allowance and call-out provisions

### 9.1 Stand-by allowance

9.1.1 The Council may require an employee to stand-by for, and be ready and available to perform, emergency work outside the ordinary working hours.

9.1.2 Each employee shall be paid an allowance of 15% of the weekly rate for Band 6, pay point 1 for each week during which that employee is so required to stand-by for emergency work. All the work performed by such employee at a Council premises or work site outside ordinary working hours shall be paid for at the prescribed call-out overtime rates.

9.1.3 The 15% weekly rate applicable from the operation of this Agreement shall absorb the 30% 'designated site' allowance contained in Clause 37.4 of the *Brisbane City Council Salaried Staff Award 2004*.

### 9.2 Leave in lieu

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

9.2.2 Employee's leave-in-lieu balances that were 'frozen' as at date of certification of EBA6 Extension II can request access to any or to be paid out this entitlement with the approval of their divisional manager.

9.2.3 From date of agreement, employees can only accrue a maximum of 72.5 hours leave in lieu, apart from any retained ('frozen') leave.

9.2.4 On 30 June each year, any leave in lieu accrued that is greater than 72.5 hours, apart from any retained 'frozen' leave, will be paid out at the employee's prevailing (current) rate.

### 9.3 Remote response

9.3.1 A stand-by 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.

9.3.2 Except that, the nominated duty officer for Facilities Management 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.

9.3.3 If the stand-by 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.

### 9.4 Special stand-by arrangements

9.4.1 *Fire Control Standby Agreement – Urban Amenities*. The arrangements outlined in the *Fire Control LAA 94/98* continue to apply, provided that an employee required by the employer to stand-by shall be paid \$4.85 per hour.

## 10. Telecommuting

- 10.1 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.
- 10.2 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. Translation checkers allowance

Employees who are required to check translation material shall be paid an allowance of \$31.35 per page of translation checked. Translation checking involves the review of professionally translated material to ensure that the original English text has been clearly conveyed in the other language.

## 12. All-purpose allowance

- 12.1 Those employees who, immediately prior to the operation of Enterprise Bargaining Certified Agreement 2010 (EBA7), who worked a 38 hour week and are listed in the document titled 'List of Salaried Staff 38 Hour Employees' as dated at certification of EBA7, who received the all-purpose allowance, shall continue to receive that allowance in accordance with the same arrangements that applied as at the date of the document.
- 12.2 The all-purpose allowance shall not apply to any new employee who is required to supervise or work in close association with other employees who work 38 ordinary hours per week.

## 13. Christmas closedown and flex-time accrual

- 13.1 Council will each year notify employees, after the JCC meeting to be held mid-year, that there will be a Christmas closedown and the relevant details.
- 13.2 Salaried Staff Award employees are able to accrue 14 hours 30 minutes flex-time, and subject to Branch Manager approval, may also accrue an additional 21 hours 45 minutes time off in lieu of flex-time in accordance with Clause 26.7.1 of the *Brisbane City Council Salaried Staff Award 2004*.
- 13.3 Employees who are unable to access time off in lieu of flex-time, in accordance with Clause 26.7.1 of the Award, shall be entitled to accrue an additional 3 days (21 hours and 45 minutes) flex-time from 1 October to 31 December each year.
- 13.4 However before any additional flex-time is accrued; the extra time to be worked must be pre-approved by the employee's team leader. Provided that pre-approval will not be unreasonably withheld if there is genuine work available.
- 13.5 Any additional time off in lieu of flex-time accrued in accordance with the above sub-clause shall be taken during Council's Christmas closedown period.
- 13.6 If for any unforeseen work circumstance/s, employees are unable to use the additional time off in lieu of flex-time during the closedown period, arrangements shall be made with the employee's team leader to take the additional flex-time at an agreed time within 3 months, or such longer period by agreement with the employee's Manager.
- 13.7 From 1 January each year, employees who accrue additional flex-time in accordance with Clause 13.3 above shall revert to their normal flex-time arrangements.

## 14. Locally agreed arrangements

### 14.1 Travel allowance – start/finish on construction site

Salaried employees of Brisbane Infrastructure, Field Services Group 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.

#### 14.2 Field Services Group 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, Asphalt Operations shall be paid in accordance with the agreed arrangements for employees they supervise.

#### 14.3 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.

Support Services Centre	
Revenue Management*	Band 1 – Band 5
Team Leaders (Revenue Management*)	Band 6 – Band 7
Business Support (Revenue Management*)	Band 1 – Band 4
Specialist (Revenue Management*)	Band 5 – Band 6

*\* NOTE: The scheme will apply to Fees & Charges and Accounts Receivable sections once the Competency-Based Progression Framework arrangements are developed. It is intended to develop these arrangements during the life of EBA8.*

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

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

#### Contact Centres

All current (employed prior to certification of EBA8) Band 3 employees shall continue with their current progression/broadband arrangements and can progress to Band 4 if they choose to.

From the date of certification of EBA8, Council will recruit only Band 3 Contact Centre Consultants and progression to Band 4 roles will be by merit based recruitment, which will be restricted to internal Band 3 employees.

#### 14.4 City Parking

14.4.1 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.

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

14.4.3 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.

14.4.4 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.

14.4.5 All TOIL must be taken within three months of accrual.

14.4.6 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.

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

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

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

14.4.9 Operations Co-ordinator.

- (i) The Operations Co-ordinator shall be paid at the Band 4 rate and shall work in accordance with the following shift conditions:
  - (a) all ordinary shifts performed on Monday to Friday shall be paid at ordinary rates
  - (b) 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 double time
  - (c) overtime performed Saturdays and Sundays shall be paid at double time.

14.5 Computer operators – computer room

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

14.5.2 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.

14.5.3 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.

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

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

14.5.6 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.

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

14.5.8 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).

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

14.5.10 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.

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

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

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

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

14.5.15 There shall be a minimum of two operators per shift.

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

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

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

14.5.19 All time worked in addition to the Operators rostered work will be paid for at double the Operators Base Classification rate.

## 14.6 Customer Contact Centres

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

### 14.6.1 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 per day, 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.

### 14.6.2 Day work operational hours (Monday-Friday)

Start and finish times for staff may fall between 6.30am and 6.30pm without penalty rates applying.

### 14.6.3 After hours shift work

The shifts can have varying start and finish times, as determined by business needs.

### 14.6.4 Shift allowances

#### (a) *After hours allowances weekdays*

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

- (i) 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
- (ii) 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
- (iii) 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.

#### (b) *Weekend allowances*

Saturday shifts will attract a 50% allowance and Sunday shifts will attract a 100% 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).

### 14.6.5 Crib break arrangements for 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.

### 14.6.6 Public holidays for shift workers

A shift worker who is rostered off on any gazetted public holiday shall receive one day's pay at ordinary rates of pay (i.e. 8 hours 5 minutes).

### 14.6.7 Parking

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

### 14.6.8 Meal breaks – day workers

- (a) Staff working day work during the week shall receive a 30 or 45 minute unpaid meal break, as agreed between the employee and team leader.
- (b) Approval to continue working later than 5 hours after commencement of rostered work without a break is at the discretion of a team leader and appropriate Award penalties would apply to this situation.

#### 14.6.9 Rosters

- (a) 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.
- (b) Where possible, management will endeavour to provide a minimum of two weeks' notice of an addition or change to the structure of the afterhours roster.
- (c) Final draft to be provided no later than two weeks prior to the commencement date.

#### 14.6.10 Shift pool size

If there is a significant change to shift pool size due to business needs, Contact Centre Management will consult the WUCC and unions.

#### 14.6.11 Shift work criteria

- (a) Band 4 permanent staff are required to work shift work and therefore will be required to form part of the shift pool, however, before being selected onto the shift pool, employees will need to have satisfied the following criteria:
  - (i) six months day work experience
  - (ii) not be under probation.
- (b) To ensure adequate skills to undertake shift work, the following provisions shall apply.
  - (i) An assessment covering, but not be limited to the following areas:
    - Quality – remote call monitoring and reworks
    - Productivity – occupancy
    - Responsibility – adherence to schedule
    - Work skills test – written skill
    - Applicant initiated TL reference
    - Performance management processes in place.
  - (ii) If required, after six months, a new assessment process will be performed and a replacement shift pool selected with the existing shift pool continuing for a further three-month phasing out period.
  - (iii) Shift workers who are unable to meet the requirements of shift work will be given one month to improve their performance and meet the requirements of the shift work role. If however, the employee fails to meet the requirements they will be removed from the pool and placed on day work.
  - (iv) A part time shift worker, with two weeks' notice, who is required to undertake training on a weekday during the operational hours as prescribed by Clause 13.7.2, shall be paid for all such training time at ordinary rates.

#### 14.6.12 Flexible permanent part-time and/or permanent part-time employees

- (a) It is agreed that flexible permanent part-time and/or permanent part-time employees shall work in accordance with a roster based on business needs.
- (b) After-hours work (Monday-Friday) shall be paid in accordance with the after-hours clause above.
- (c) Where a flexible permanent part-time and/or 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 allowances clause above.

#### 14.6.13 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 individual staff, staff groups, management and unions.

#### 14.7 Libraries

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

- 14.7.1 All work performed will be in accordance with the defined rosters.
- 14.7.2 Daily hours are agreed to between individual and supervisor within 72-hour and 30-minute fortnight to a maximum of nine hours per day. Flexible permanent part-time employees engaged for longer than 8 hours 30 minutes will be paid in accordance with the *Brisbane City Council Salaried Staff Award 2004*.
- 14.7.3 A rostered day is to be no more than 7 hours 30 minutes.
- 14.7.4 Employees, other than flexible permanent part-time, may accrue additional hours by working flex-time subject to approval of their supervisor.
- 14.7.5 Employees can have access to a nine-day fortnight, providing sufficient time has been accumulated.
- 14.7.6 All RDOs are to be negotiated with the supervisor.
- 14.7.7 Where customer service may be compromised by an employee taking an RDO, relief employees will be provided at the discretion of the team leader.
- 14.7.8 It is expected that staff who are not rostered to work at a Monday opening library on Monday will access RDOs during closed time.
- 14.7.9 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.
- 14.7.10 Time made up outside opening hours must be negotiated with their supervisor.
- 14.7.11 Employees must be available during library open hours as per the agreed roster.
- 14.7.12 Those employees who work a six-day roster (Monday to Saturday) have two consecutive days off, one of which must be a Sunday.
- 14.7.13 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.
- 14.7.14 The Manager, Library Services will seek permission from the Divisional Manager, Brisbane Lifestyle, 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.
- 14.7.15 Sunday work may be included in normal work hours.
- 14.7.16 Ordinary hours of work performed in libraries on the following days shall be paid the following penalties in addition to the ordinary rate:
- |                                |       |
|--------------------------------|-------|
| (i) Monday to Friday after 6pm | 50%   |
| (ii) Saturday                  | 50%   |
| (iii) Sunday                   | 100%  |
| (iv) Public holidays           | 150%. |
- 14.7.17 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.
- 14.7.18 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.

14.7.19 Staff who volunteer will be given equal opportunity to work.

14.7.20 Any change in opening hours will be dealt with through the consultative process.

14.7.21 Library Services Operations will endeavour during opening hours to ensure that two employees are available at libraries, unless otherwise negotiated with the team leader.

14.7.22 After 6pm there must be two employees rostered on, excluding May through to August inclusive where two employees must be rostered on after 5pm.

14.7.23 Council and unions agree to the simultaneous advertising of vacancies in Libraries, subject to a Leadership Development Program for Bands 1-3 employees aspiring to Band 4 being maintained during the life of this agreement.

#### 14.8 Protocol and Civic Events Unit

14.8.1 Employees who occupy the following positions will be paid an annualised salary.

Position Number	Position Title
40200	Protocol and Civic Events Manager
31858	Events Operations Officer
31897	Events Officer
31895	Events Officer

14.8.2 The annualised salary for each of the above roles will be determined by using the appropriate salary rate plus an additional 15% loading.

14.8.3 The additional 15% loading shall be paid for the following conditions:

- (i) employees will make themselves available to work events during and outside the span of ordinary hours. These events will include early mornings, late evenings, weekends and public holidays
- (ii) a continuous work span shall not exceed 12 hours at any one time
- (iii) employees shall be paid a maximum of 36 hours 15 minutes per week for all work performed and employees shall not be paid for any work performed in addition to the ordinary hours of duty
- (iv) flex-time will apply, however, the employee will only be permitted to accrue a maximum of 1 hour 15 minutes per day and a maximum of 14 hours 30 minutes in total
- (v) employees shall not be entitled to be paid overtime, or meal allowances for any work performed in addition to their ordinary hours of duty
- (vi) employees will take into consideration the Events Schedule before applying for Leave or flex-time
- (vii) the annualised salary is considered to be the employees' ordinary rate for the purposes of calculating leave types, leave loading and superannuation.

14.8.4 The Award 10 hour break provision shall not apply. However, every effort will be made to ensure that employees do not attend work without having had a 10 hour break between the finish of work on one day and start of work on the next day and employees shall have such time off duty without loss of pay for ordinary working time occurring during such absence.

14.8.5 The above arrangements shall be reviewed each year by the Manager of the work unit and the affected employees.

14.8.6 If agreement cannot be reached to maintain the above arrangements, one month's notice shall be given and employees' entitlements shall revert back to the normal award conditions.

14.9 Sir Thomas Brisbane Planetarium

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

- (i) 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
- (ii) 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.

14.10 Traffic Management Centre

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

- (i) 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*
- (ii) employees undertaking approved training courses will be paid as per their projected roster
- (iii) an employee shall be paid the applicable public holiday penalty rates for all time worked on a gazetted public holiday
- (iv) 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.

14.11 Warehouse Logistics – Logistics Operations

14.11.1 The span of ordinary hours of duty for Logistics Operations Officers, including team leaders employed at Eagle Farm and Stafford Warehouses shall be between 6.30am and 5.30pm Monday to Friday, to be worked in accordance with the roster to meet operational requirements.

14.11.2 Logistics Operations Officers employed after 12 November 2004 shall perform their role in accordance with the role statement and will be required to rotate through the various functions identified in that role statement. The rotation is intended to encourage development of improved processes, new skills and to avoid long duration in less desirable tasks such as book sorting.

14.11.3 Logistics Operations Officers shall have the ability to progress through all of the pay points in Band 1.

14.11.4 Logistics Operations Officers employed prior to 12 November 2004 as Distribution Officers and/or Stores employees may remain in their current duties and will only rotate through the various functions by agreement in writing of the individual and management.

14.11.5 The standard working arrangements for all Logistics Operations Officers shall be worked according to a nine day fortnight roster with 25% of staff to be rostered off on each of the two Mondays and Fridays covered by the fortnight.

## Schedule 9: City Service Employees

### 1. Application

This schedule applies to employees engaged under the following Awards:

- (i) *Brisbane City Council Construction, Maintenance and General Award 2003*
- (ii) *Brisbane City Council Miscellaneous Workers' Award 2012*
- (iii) *Brisbane City Council Plant Operators' Award 2012*
- (iv) *Transport, Distribution and Courier Industry Award – Southern Division 2003.*

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

Description	First pay increase	Second pay increase	Third pay increase
City Service Employee – Entry	851.90	870.60	889.80
City Service Employee Grade 1	865.50	884.50	904.00
City Service Employee Grade 2	880.00	899.40	919.20
City Service Employee Grade 3	894.90	914.60	934.70
City Service Employee Grade 4	910.00	930.00	950.50
City Service Employee Grade 5	925.10	945.50	966.30
City Service Employee Grade 6	956.70	977.70	999.20
City Service Employee Grade 7	990.80	1012.60	1034.90
City Service Employee Grade 8	1027.70	1050.30	1073.40
City Service Employee Grade 9	1066.80	1090.30	1114.30
City Service Employee Grade 10	1106.20	1130.50	1155.40
City Service Employee Grade 11	1146.00	1171.20	1197.00
City Service Employee Grade 12	1185.20	1211.30	1237.90
City Service Employee Grade 13	1226.30	1253.30	1280.90
City Service Employee Grade 14	1266.40	1294.30	1322.80

### 3. Ten-hour break

#### 3.1 Employees who work so much overtime:

- (i) 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
- (ii) 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.

#### 3.2 Where an employee is recalled to work after their ordinary ceasing time, overtime worked in such circumstances shall not be regarded as overtime for the purposes of this sub-clause where the actual time worked is less than two hours on such recall. Provided however, if an employee is again called out before the next day's ordinary starting time, then for the purpose of calculating 10 hour break entitlements, the

call-out shall be deemed to be continuous from the start of the first call-out received to the end of the last call-out received before the employee's normal starting time.

- 3.3 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.
- 3.4 The provision of this sub-clause 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:
- (i) for the purpose of changing shift rosters; or
  - (ii) where a shift worker does not report for duty; or
  - (iii) where a shift is worked by arrangement between the employees themselves.
- 3.5 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.

#### 4. Averaged or annualised payments

- 4.1 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:
- (i) annualised salaries that may include penalties, allowances, public holidays, leave loading, overtime and other EBA payments
  - (ii) averaged payments that may include accrued time, penalties and/or allowances and/or other EBA payments
  - (iii) wage or salary payments owed will be made on a regular basis (currently weekly)
  - (iv) 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.
- 4.2 Any arrangements made in accordance with this clause will have no effect unless they are authorised by the Manager, Workplace Relations and agreed to by Payroll/ISB administrators. A value for money assessment for Payroll/ISB implementation may be made upon any proposed agreement.

#### 5. Banking of Rostered Day Off

- 5.1 By agreement between an individual employee and their team leader, an employee can elect not to take their Rostered Day Off and work as normal on that day without payment for that day.
- 5.2 The employee by agreement with the team leader shall endeavour to take their accrued rostered day off, without loss of pay, within one calendar month.
- 5.3 These arrangements shall be managed locally.

#### 6. Christmas closedown and accrual of RDOs

- 6.1 Council will each year notify employees, after the JCC meeting to be held mid-year, that there will be a Christmas closedown and the relevant details.
- 6.2 Council areas will be subject to a closedown or a partial closedown during the Christmas – New Year period.
- 6.3 From 1 October to 31 December each year, with the agreement between an individual employee and their Branch Manager, an employee can elect not to take up to 5 of their Rostered Days Off and work as normal on those days without payment for those days.
- 6.4 Any Rostered Days Off worked in accordance with the above sub-clause shall be taken during Council's Christmas closedown period, without loss of pay.

- 6.5 These arrangements shall be managed locally.
- 6.6 If for any unforeseen work circumstance/s, employees are unable to use these accrued Rostered Days Off during the closedown period, these days off shall be taken at an agreed time within 3 months, or such longer period by agreement with the employee's Manager.

## 7. Competency based progression

Competency based progression for specific roles in work units by agreement between the parties. Competency based progression between pay levels requires Divisional Manager approval supported by a business case. The agreement is to include the range of pay levels covered by the competency arrangement and the process to guide the competency assessment of employees for progression purposes.

## 8. Translation checkers allowance

Employees who are required to check translation material shall be paid an allowance of \$31.35 per page of translation checked. Translation checking involves the review of professionally translated material to ensure that the original English text has been clearly conveyed in the other language.

## 9. General employment conditions

9.1 The following provisions shall apply to employees covered by the following awards:

- (i) *Brisbane City Council Construction, Maintenance and General Award 2003*
- (ii) *Brisbane City Council Miscellaneous Workers' Award 2012*
- (iii) *Transport, Distribution and Courier Industry Award – Southern Division 2003*

The following provisions shall not apply to *Brisbane City Council Plant Operators Award 2012* employees.

9.2 These general employment conditions and the related changes to entitlements, will only apply from the date new rosters are built in the pay system.

9.3 Ordinary hours of work – day workers

9.3.1 The ordinary hours of work prescribed for day workers may be worked on any five days in the week, Monday to Sunday inclusive.

9.3.2 The ordinary hours of work for a full-time employee shall be 38 hours per week, and shall be worked continuously, except for meal breaks and rest pauses, between 6am and 6pm.

9.4 Penalties – day workers

9.4.1 Ordinary hours of work performed outside the span of hours Monday to Friday and on Saturday shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

9.4.2 All ordinary hours of work performed on Sunday shall be paid for at the rate of double time.

9.5 Overtime – day workers

9.5.1 Unless otherwise prescribed in this Schedule, employees who are directed to work in excess of their ordinary hours of work each day shall be paid for that work at the following rates:

- (i) Monday-Saturday – time and a half for the first three hours and double time thereafter
- (ii) Sunday – double time.

9.5.2 All overtime worked between:

- (i) midnight Sunday and 6am Monday
- (ii) midnight and 6am Monday to Friday; and
- (iii) midnight Friday to 6am Saturday, shall be paid at the rate of double time.

- 9.5.3 Employees who are required to work overtime commencing after midnight on Friday but before 6am Saturday and who continue to work overtime beyond 6am Saturday, shall be paid for all such overtime worked at the rate of double time.
- 9.6 Stand-by allowance
- 9.6.1 Stand-by employee means an employee who is required and has agreed to be available to attend to break downs and/or for work that cannot wait until the commencement of ordinary work or to address issues by remote monitoring and/or access.
- 9.6.2 Employees required to be on stand-by outside of their ordinary working hours shall be paid an allowance of 21% of the City Service Grade 5 rate per week for each week that they are required to be on stand-by.
- 9.7 Call-out provisions
- 9.7.1 All call-outs will be paid at double the ordinary time rate, with a minimum payment for three hours, except for public holidays when any time worked in excess of the minimum of three hours shall be paid at the appropriate penalty rate.
- 9.7.2 A stand-by employee required to attend to work outside ordinary hours shall be paid for such work from the time of contact to commence that work and until they return home from that work, but they must leave and return home within a reasonable time.
- 9.7.3 Provided that if another call-out occurs within three hours of the previous call-out, and the employee has returned home, another minimum of three hours will apply. If another call is received while 'out on call', overtime payment shall continue and a new minimum payment shall not apply.
- 9.8 Stand-by on public holidays – leave-in-lieu provisions
- 9.8.1 A stand-by employee shall be entitled to one ordinary working day leave in lieu for each public holiday on which they are required to be on stand-by.
- 9.8.2 Employee's leave-in-lieu balances that were 'frozen' as at date of certification of EBA6 Extension II can request access to any or to be paid out this entitlement with the approval of their divisional manager.
- 9.8.3 From date of agreement, employees can only accrue a maximum of 76 hours leave in lieu, apart from any retained ('frozen') leave.
- 9.8.4 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.
- 9.9 Remote response
- 9.9.1 A stand-by employee who is required to remain at home (or designated place) to:
- (i) respond to phone calls or messages
  - (ii) provide advice (phone fixes)
  - (iii) arrange call-out of other employees
  - (iv) remotely monitor and/or address issues by remote telephone and/or computer access
- shall be paid, one hour at the employee's ordinary time rate for each call received, provided that if another call is received within the hour, another payment shall not be made.
- 9.9.2 Provided that, if a call or associated work exceeds half an hour, the employee shall be paid at the appropriate overtime rate for the duration of the call or time worked on the remote telephone and/or computer access, in lieu of the remote response payment in accordance with Clause 9.9.1 above.
- 9.9.3 Provided further that, if the employee is unable to resolve the issue and is required to leave home to resolve the problem, the employee shall be entitled to paid overtime in accordance with the call-out provisions (Clause 9.7) in lieu of the remote response payment in accordance with Clause 9.9.1 above.

- 9.9.4 If another call or associated work is received within one hour of a call, which the employee has been paid for in accordance with Clause 9.9.1 above, and
- (i) exceeds half an hour, the employee shall be paid in accordance with Clause 9.9.2 above, or
  - (ii) results in the employee being required to leave home to resolve the problem, the employee shall be paid in accordance with Clause 9.9.3 above.
- 9.10 Remote response – non stand-by employees
- 9.10.1 An employee, who is not on stand-by, and who is required to remotely monitor and/or access to address issues, shall be paid from the initial contact and shall be paid a minimum of two hours at the appropriate overtime rate for their role.
- 9.11 Non stand-by employees – call-back (recall) non-continuous overtime
- 9.11.1 An employee, who is not on stand-by, who is called back to work overtime after ceasing work, whether notified before or after leaving the Council’s premises, or who was not notified before commencement of work on that day that they were required to work such overtime and who returns home on completion of such overtime work, shall be paid for such work from the time of contact to commence that work until they return home from that work, but they must leave and return home within a reasonable time, at the appropriate overtime rate, with a minimum payment of four hours at the appropriate overtime rates, for each time they are required to work.
- 9.11.2 Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the work that the employee is called back to perform is completed in a shorter period.
- 9.11.3 For the purposes of calculating the overtime threshold on that day, if any further overtime is worked, it will be deemed that the employee has worked the first three hours of overtime.
- 9.12 Non stand-by employees – planned work (pre-arranged) overtime
- 9.12.1 An employee, who is not on stand-by, who is required to work planned (pre-arranged) overtime after ceasing work and who was notified before commencement of work on that day that they were required to work such overtime, and who returns home on completion of such overtime, shall be paid a minimum payment of four hours at the appropriate overtime rates for each period of overtime they have been arranged to work.
- 9.12.2 Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the pre-planned work that the employee is required to perform is completed in a shorter period.
- 9.12.3 Where the overtime worked in accordance with this arrangement exceeds four hours, the employee shall be paid travel time, at the ordinary time City Service Grade 5 rate for the time from leaving home to commence that work and for the time to return home after completion of that work, or shall be paid mileage allowance to and from the employee’s place of residence to the site, whichever is the greater.
- 9.13 Crib breaks
- 9.13.1 Employees who are required to continue working for more than one hour after the ordinary ceasing time shall be allowed 30 minutes for crib after the first hour worked for which no deduction of pay shall be made.
- 9.13.2 Employees who are then required to continue to work an additional four hours after the above crib break, shall be entitled to a 45 minute crib break, to be paid at double time, for each additional four hours overtime worked.
- 9.14 Meal allowance
- Employees who are required to continue working for more than one hour immediately after their ordinary ceasing time shall be provided with a meal or a meal allowance of \$12.10 shall be paid, and to a further meal or meal allowance for every additional four hours worked thereafter. Provided that during the life of the Agreement if the meal allowance is increased by general ruling the increase will be passed on.

## 9.15 Award provisions

Clauses 9.13 and 9.14 of this schedule shall apply in lieu of the relevant Award clauses.

## 10. Locally agreed arrangements

### 10.1 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, and Brisbane Lifestyle divisions as listed below shall continue under this Agreement.

Ref	Area	Division/Branch	Award/s	Content
03/95	Truck Drivers	BI/FSG	CMG	Flexible starts

### 10.2 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
1/08/99	All operational areas, Truck Drivers, Plant Operators and Operational Services Employees	BI and BL	CMG, PO, TDCI	Flexibility and multi-skilling to facilitate teamwork and improve operational efficiency
38/00	City Cleansing	BI	CMG, TDCI	Cleansing Vehicle Driver pay rates
31/00	Asphalt Operations	BI/Asphalt Operations	CMG, TDCI	Cartage Drivers pay rates
123/99	Asphalt Operations	BI	CMG, PO, TDCI	Short-term night work
11/02 (c.)	Asphalt Operations	BI	CMG, PO, TDCI	Permanent night shift 25%; Flexibility Allowance; roster changes
08/04	Bracalba Quarry	BI FSG	CMG	Up to 10 hours per day, 5.30am-5.30pm; accrue more than five RDOs; classification/skill levels

### 10.3 Travel time start/finish on site

The locally agreed arrangements for start and finish on site, or travelling time and fares in Brisbane Infrastructure 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
01/01	Asphalt Operations	BI Asphalt Operations	CMG	Start/finish on site; one hour per day at CSE Grade 5 rate
05/05	Survey Services	BI	CMG	Start/finish on site; one hour per day at CSE Grade 5 rate
90/98	Construction	BI Construction	CMG	Start/finish on site; one hour per day at CSE Grade 5 rate

#### 10.4 Owner Driver arrangements

##### 10.4.1 Owner Driver Truck hire and kilometre rates are to be reviewed as follows:

- (i) Council and the AWU agree to jointly review the Owner Driver Truck hire and kilometre rates, no more often than every 12 months. The first review of Owner Driver Truck hire and kilometre rates is to commence within 3 months of certification of EBA8
- (ii) Council will apply the agreed Main Roads (1988 Carson Report) Owner Driver formula. Provided that Council may apply an alternate formula if agreed by the AWU
- (iii) The research approach and inputs applied by Council are to be provided to the AWU during the joint review process
- (iv) If the outcomes of the reviewed rates vary from the pre-review rates by more than 4% (i.e. +/- 4%) then the reviewed rates are to be applied (the reviewed rates may mean that the Owner Driver Truck hire and kilometre rates may increase or decrease in accordance with the formula)
- (v) Reviewed rates are to be applied in accordance with Clause 10.4.1(iv) no earlier than three months of the review date by varying the *Brisbane City Council Construction Maintenance and General Award 2003* (Award)
- (vi) The current Owner Driver Truck hire and kilometre rates, as at the date of certification, will continue to apply. The parties agree that the Award may be varied by consent to reflect these rates
- (vii) The *Brisbane City Council Construction Maintenance and General Award 2003* will be varied with the consent of the AWU and Council to incorporate the reviewed rates and will apply from the operative date of the Award variation.

##### 10.4.2 Casual Owner Driver Travel time:

- (i) 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
- (ii) 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 two hours per day.

##### 10.4.3 Owner Driver Water Tank and Pump Hire allowance will be paid at the rate of \$5.32 from the date of certification of this Agreement.

#### 10.5 Fire Control Stand-by Agreement – Field Services Group, Asset Services

The arrangements outlined in the *Fire Control LAA 93/98* continue to apply provided that an employee required by the employer to stand-by shall be paid \$4.85 per hour.

#### 10.6 Asphalt Operations

##### 10.6.1 The arrangements outlined in the *Asphalt Operations Permanent Night Shift Agreement – 11(c)/02* shall continue to apply provided that an employee who is on this arrangement shall be paid a flexibility allowance (25% Grade 5 rate) when the employee is on annual leave.

#### 10.7 Field Services Group – Structures

##### 10.7.1 Cross River Bridge Maintainers based at or working from the Story Bridge shall work a 4 day week based upon the General Employment Conditions of this clause.

##### 10.7.2 Employees will work 6am to 4pm each day.

##### 10.7.3 Employees working the 4 day week shall take a 20 minute paid morning tea break mid-morning in lieu of 2 x 10 minute paid morning and afternoon tea breaks.

##### 10.7.4 Rostering of employees is to ensure that at least 50% of employees are rostered off on the Monday each week, and the remaining employees are rostered off on the Friday of that week.

##### 10.7.5 All other employees shall work a 9 day fortnight based upon the General Employment Conditions of this clause.

- 10.7.6 The rostering of employees will take into account the business needs of the area, together with the individual employee's personal needs. The operation of these arrangements can be reviewed in consultation with the appropriate unions and the WUCC.
- 10.7.7 Employees who:
- (i) are required to work through their meal break
  - (ii) get their work clothing wet as a result of continuing in the rain
- shall be paid in accordance with the relevant Award provisions, or if mutually agreed between the employee and their Manager, shall be entitled to take the equivalent time off work without loss of their ordinary pay. Provided that such mutually agreed arrangements are managed locally.
- 10.8 Urban Cleansing – Malls shift work
- 10.8.1 Employees shall work in accordance with the agreed roster/s and overtime will be distributed evenly between employees.
- 10.8.2 Employees shall work a 9 day fortnight and their Special Day Off (SDO) can be taken either side of their two Rostered Days Off (RDO).
- 10.8.3 RDOs may fall on any day of the week.
- 10.8.4 The following additional shift penalty rates shall apply:
- (i) Monday-Friday – 15% for all shifts starting before 7am or finishing after 4pm
  - (ii) Saturday – 50% for all shifts
  - (iii) Sunday – 100% for all shifts.
- 10.8.5 During the life of the Agreement it is agreed that the above arrangements may be reviewed, and if agreed between the relevant parties, the arrangements can be altered to reflect such agreement.
- 10.9 CARS (Compliance Officers – Central Parking, City Safety and Environment Management Team)
- 10.9.1 Hours of Work
- (i) The ordinary spread of hours for Compliance Officers is 6am to 6pm Monday to Friday except for Multi-Skilled Officers.
  - (ii) All work rosters can be altered in accordance with business needs by mutual arrangement.
  - (iii) Ordinary hours of work for ALL officers will be undertaken in accordance with agreed rosters.
  - (iv) Officers working after dark or outside normal working hours are permitted to work in pairs to resolve situations where more than one officer is required.
- 10.9.2 Meal Breaks
- A 30-minute meal break is to be taken not later than 5 hours after the commencement of ordinary work.
- 10.9.3 Multi-Skilled Officers
- The following special conditions apply to Compliance Officers who are Multi-Skilled:
- (i) Flexibility allowance
  - (ii) Ordinary hours
  - (iii) Shift work
  - (iv) Meal breaks
  - (v) Rosters
  - (vi) Overtime
  - (vii) Progression and Skill Development.

#### 10.9.4 Flexibility allowance

Multi-Skilled Compliance Officers will be paid an all-purpose flexibility allowance of \$50.00 per week. This payment is for undertaking each of the following:

- (i) multi-skilling (the process of acquiring a wide range of diverse skills in the Enforcement area)
- (ii) rotation – Move Enforcement Officers on an inter-regional basis for short-term emergencies or special project work as required by the business needs. This process is to be carried out in consultation between officers and management; e.g. verbally
- (iii) working shift work (when and where required in line with agreed rosters and extending the ordinary hours of work between 6am and 7pm Monday to Friday)
- (iv) commence and finish work in the field as required provided that the officer has commuter use of a Council vehicle.

This allowance is to enable the business needs of the area being achieved in a manner that focuses on quality customer service, a greater productivity and job satisfaction. Employees not prepared to work in accordance with the above conditions will not receive the allowance.

#### 10.9.5 Ordinary hours

The ordinary hours of work for Multi-Skilled Officers being paid a flexibility allowance shall be an average of 38 hours per week worked in accordance with the Award.

#### 10.9.6 Shift work

- (i) Shift work will only be undertaken by Multi-Skilled Officers in accordance with the agreed rosters.
- (ii) A 15% shift penalty shall be paid for afternoon and nightshifts worked between Monday to Friday inclusive, excluding Public Holidays.
- (iii) Shift work undertaken between midnight Friday and midnight Sunday shall be paid at the rate of double time.
- (iv) Shift work includes ordinary rostered work which includes a mix of day and afternoon shifts and weekend work.

#### 10.9.7 Meal breaks

Multi-Skilled Officers will work their ordinary day inclusive of a paid 30 minute lunch break. Meal breaks may be interrupted to meet business needs.

#### 10.9.8 Rosters

- (i) Seventy two hours' notice is required to be given by either party to change an employee's shift. By mutual arrangement a lesser period of notice may apply.
- (ii) Overtime rates will apply if an officer is required to change their shift without seventy-two hours' notice or mutual arrangement for a lesser period has not been obtained. This rate will be paid for all time worked until the expiry of seventy-two hours from time advised of the roster change.
- (iii) Employees may agree to swap rosters among themselves. Such roster swaps are to be approved by Council to ensure that Council's business needs are met. All swaps for days off must be within the same pay period.
- (iv) Any change to employee shifts must meet CaRS business needs.

#### 10.9.9 Overtime

- (i) All time worked outside or in excess of the ordinary working hours during each day, shall be paid for at the rate of double time.
- (ii) Award minimums when an employee is urgently recalled to work will apply.

#### 10.9.10 Progression and skill development

- (i) Progression through the graded Compliance Officer roles levels in each business area will be based on skill acquisition and demonstrated competency to the highest level within their role statement.
- (ii) Where practical, Council will support the development of employees, through short term secondments in other business areas.
- (iii) A skill assessment will occur on request and be undertaken by an agreed Assessor, including an agreed appeal/grievance procedure.
- (iv) Appropriate work and related training, will be provided to enable employees to reach satisfactory competency standards to support progression and quality work performance.
- (v) All officers are required to execute their duties competently in accordance with their grading.

#### 10.10 Field Services Group (City Cleansing)

10.10.1 In any case where a City Cleansing employee, engaged in urban cleansing in the Brisbane Central Business District or Fortitude Valley entertainment precinct, comes into direct contact with exceptionally offensive substances (human blood, bodily fluids, or excreta) while performing cleaning duties as directed by their supervisor, such employee shall, whilst actually so engaged, be paid an additional sum of 25% of their base rate in addition to the rate of pay otherwise payable to them at that time under the Award, for a minimum payment of one hour.

10.10.2 Provided that any safely and efficiently performed activity which takes less than 15 minutes shall not attract payment under this clause.

#### 10.11 Brisbane Infrastructure/Field Services Group (Balmoral, Darra and Zillmere Depot employees)

10.11.1 Field Services Group employees who are based at the Balmoral, Darra and Zillmere Council Depots or any other depot or work site determined by Council, and who received the entitlement previously contained in Clause 8.9, Schedule 9 of Enterprise Bargaining Certified Agreement 2010 (EBA7), are to be paid one hour per day at the permanent OSE 5 rate for travel time if required to travel in their own time, with or without a Council vehicle, and start and/or finish on a work site within the Brisbane City Council boundary once the 9 day fortnight arrangements in the Award have been implemented in their work area.

10.11.2 This clause entirely replaces the travel arrangements previously provided in EBA6 Extension II (Schedule 9, Clause 3.3, LAA 11/02) for Asset Maintenance Branch – Districts Section employees.

#### 10.12 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.

#### 10.12.1 Rates of pay

- (a) The rates of pay are as follows.

Position	Grade	Hourly Rate		
		First pay increase	Second pay increase	Third pay increase
Venue Operations Coordinator	9	35.09211	35.86513	36.65461
Snr Duty Staff	7	31.28842	31.97684	32.68105
Team Leader Health & Fitness	7	31.28842	31.97684	32.68105
Duty Staff	5	29.21368	29.85789	30.51474
Casual Duty Staff	5	35.93283	36.72521	37.53313
Health and Fitness Staff	5	29.21368	29.85789	30.51474
Casual Health and Fitness Staff	5	35.93283	36.72521	37.53313
Customer Service Staff	4	28.73684	29.36842	30.01579
Casual Customer Service Staff	4	35.34632	36.12316	36.91942

- (b) The above all-purpose rates include the casual loading where applicable and a flexibility premium of 25% in the case of Venue Operations Coordinators and 20% for all other positions.
- (c) The all-purpose rates in Clause 10.12.1 are in lieu of all other penalties and allowances except as provided for below.
- (d) The rates in Clause 10.12.1 are to be increased as shown in accordance with the increases contained within this Agreement.

#### 10.12.2 Casual Fitness Class Instructors

- (a) Notwithstanding the above, the following class time rates are to be paid to Casual Fitness Class Instructors.

Length of Class	Pay Rate per Class		
	First pay increase	Second pay increase	Third pay increase
One half-hour	30.55546	31.22769	31.91469
One hour	45.82725	46.83545	47.86583
One-and-one-half hours	68.72898	70.24102	71.78632

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

From date of certification	
Per week	\$67.41

- (c) 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.

### 10.12.3 Hours of work

- (a) The ordinary hours of work shall be worked between 5.30am and midnight, Monday to Sunday inclusive.
- (b) All employees, other than Casual Fitness Instructors, shall be paid a minimum of three hours at the rate defined in Clause 10.12.1 for each attendance.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) All hours worked by permanent employees in excess of:
  - (i) 10 hours per day; or
  - (ii) 38 hours per week; or
  - (iii) outside the span of hours as provided in Clause 10.12.3(a) shall be paid at double the rate specified in Clause 8.10.1 as amended.
- (g) In lieu of the payment provided for in Clause 10.12.3(f), permanent employees can access time off in lieu (TOIL).

### 10.12.4 Public holidays

- (a) All ordinary time worked on a public holiday shall be paid at double the applicable rate provided for in Clause 10.12.1.
- (b) Permanent employees rostered off duty on a public holiday shall be entitled to eight hours leave in lieu.

### 10.12.5 Open/close allowance

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 10.12.1.

### 10.12.6 Staff mobility between Hibiscus and Acacia Ridge

- (a) Staff may be rostered between the Hibiscus Centre and the Acacia Ridge Centre as required to meet business needs.
- (b) 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.
- (c) 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.

### 10.12.7 Cross-functionality for casual employees

- (a) Casual employees maybe engaged on more than one functional role in accordance with the employee's skills, training and abilities.
- (b) Subject to Clause 10.12.3(a), each engagement shall stand alone for the purpose of pay and other entitlements.

### 10.12.8 Uniforms

Council will supply uniforms.

### 10.13 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.

#### 10.13.1 Rate of pay

- (a) 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.

	First pay increase	Second pay increase	Third pay increase
Per week	49.17204	50.25383	51.35941

- (b) Payment for work performed shall be calculated on a per class basis with no minimum class requirement.
- (c) 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.

#### 10.13.2 Hours of work

- (a) 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.
- (b) 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.

#### 10.13.3 Miscellaneous

- (a) This schedule is to enable group activity class instructors to be employed by Brisbane City Council.
- (b) 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.
- (c) Individuals employed in this capacity shall at all times follow the reasonable directions of the Wellness Consultant.
- (d) 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:
- (i) be considered as a second engagement
  - (ii) is payable at the rates specified in Clause 10.13.1
  - (iii) does not incur any entitlement to overtime
  - (iv) is not recognised for the calculation of any entitlement related to the employee's substantive position.

### 10.14 Car Parks

#### 10.14.1 Car Park Attendants

- (a) Employees employed as Car Park Attendants, including casual employees, shall be paid at the Grade 5 rate.
- (b) Car Park Attendants shall work shift work in accordance with the agreed roster.
- (c) Shift allowances shall not apply to Car Park Attendants as the Grade 5 rate contains a component for compensation for shift work.
- (d) Shift workers shall be entitled to a 30 minute paid crib break for all shifts worked.
- (e) All overtime worked by shift workers shall be paid at the rate of 200%.
- (f) All work performed by shift workers on a Public Holiday at the rate of 250%.

## Schedule 10: Passenger Services Employees

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

### 1. Application

This schedule applies to all Brisbane Transport Passenger Services Employees (i.e. 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	First Wage Increase	Second Wage Increase	Third Wage Increase
Passenger Services Assistant Level 1 – 28 BA 0101	865.00	884.00	903.40
Passenger Services Assistant Level 2 – 28 BA 0201	878.70	898.00	917.80
Passenger Services Assistant Level 3 – 28 BA 0301	893.10	912.70	932.80
Passenger Services Employee Level 1 – 28 BO 0101	890.60	910.20	930.20
Passenger Services Employee Level 2 – 28 BO 0201	905.70	925.60	946.00
Passenger Services Employee Level 3 – 28 BO 0301	913.30	933.40	953.90
Passenger Services Employee Level 3 – 28 BO 0302	920.80	941.10	961.80
Passenger Services Employee Level 4 – 28 BO 0401	933.20	953.70	974.70
Passenger Services Employee Level 4 – 28 BO 0402	941.30	962.00	983.20
Passenger Services Employee Level 4 – 28 BO 0403	949.00	969.90	991.20
Passenger Services Employee Level 4 – 28 BO 0404	957.80	978.90	1000.40
Passenger Services Employee Level 4 – 28 BO 0405	967.40	988.70	1010.50
Passenger Services – Conductor – 28 CN 0101	838.30	856.70	875.60
Trainee Bus Operator Level 1 – 28 TB 0101	819.40	837.40	855.80
Trainee Bus Operator Level 2 – 28 TB 0102	890.60	910.20	930.20

### 3. Other conditions

#### 3.1 Relationship between Agreement and Award

The *Brisbane City Council Bus Transport Employees Award* (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.

This includes the progression of bus operators to continue in accordance with the provisions of Clause 5.3 of the Award.

#### 3.2 Agreed interpretation of Award

It is agreed that the current practices for interpretation of the Award are correct and these will continue to be used to calculate payments to Passenger Services Employees.

The interpretation of the Award for the purpose of calculation of payments to Passenger Service Employees will continue consistent with the document titled MD060 Bus Operator Award Interpreter – Incorporating Award Review 1/4/2006. Nothing in the document will determine payroll processes that are applied for processing of payments to employees.

### 3.3 Agreed preserved practices

#### 3.3.1 Paying in of revenue

The following pay in procedures will apply to bus operators:

- (i) the end of shift report will contain the total sales amount
- (ii) in the event of a dispute occurring in relation to the amounts paid in by individuals, the disputes procedure will apply
- (iii) operators should pay in all revenue recovered on a daily basis. Operators can pay in as many times as they deem necessary during the day
- (iv) discrepancies above \$10 will result in automatic follow-up by the Depot Manager or delegate
- (v) discrepancies of amounts under \$10 will be adjusted daily after reconciliation
- (vi) large amounts will be paid back by operators following reasonable consultation with the employee and the Depot RTBU Delegate or the employee's representative
- (vii) operators pay in performance will be managed by pattern analysis reports
- (viii) it is expected the sum of any discrepancies will not exceed \$50 in any six month period
- (ix) if discrepancies exceed \$50 in any six month period, operators will be required to meet with the Depot Manager and the Depot RTBU delegate or the employee's representative
- (x) there will be no extra time allowed for counting money. The RTBU reserves its position in relation to extra time, should there be a change in duties requiring cleaning of buses, minor mechanical repairs and change of work.

#### 3.3.2 New Year's Eve – Special Shifts

The following procedures will apply to bus operators who work services specified 'Special New Year's Eve Shifts':

- (i) operators rostered for regular runs on that day are given first option for special late runs no later than one week before New Year's Eve
- (ii) volunteers will be called in to fill shifts not filled as per Clause (i) above
- (iii) Special New Year's Eve Shifts for full time employees will have a minimum sign on time of seven hours
- (iv) all Special New Year's Eve Shifts running through and after midnight 31 December will be paid double time for the full shift. This does not apply to any rostered shifts that normally sign off after midnight
- (v) any regular run which receives scratching in order to cover extra runs or trips after midnight on New Year's Eve will be paid double time for the complete shift
- (vi) casual bus operators working Special New Year's Eve Shifts will be paid at their ordinary rate until midnight and at 250% plus casual allowance thereafter
- (vii) support staff will be provided to monitor and adjust services as required
- (viii) no arrangements for New Year's Eve are to impede with service timetables for the next day's operation.

#### 3.3.3 Workplace trainers engaged at training centres

These provisions apply to the workplace trainers based at the Brisbane Transport Training Centres who are responsible for the development and delivery of competency based training. Bus operators who are seconded to the Training Centres as workplace trainers will be advised of their applicable pay rate prior to the commencement of secondment.

For bus operators engaged in training tasks that are not conducted at the Brisbane Transport Training Centres, including route training, depot induction and all other training directly managed and co-ordinated in each depot will be paid in accordance with Award conditions.

Where a Bus Operator is temporarily attached to the Training Centre the special rate for workplace trainers will only apply where they are directly relieving a seconded trainer or where they are clearly undertaking the range of duties of a workplace trainer. Otherwise award conditions will apply.

The following arrangements will apply that recognises trainers and the nature of the tasks they perform:

- (i) an hourly rate equivalent to Salaried Staff Band 4.4 rate based upon a 38 hour week
- (ii) all work conditions, allowances and penalties as per the *Brisbane City Council Bus Transport Employees Award*
- (iii) workplace trainers covered by these arrangements will be engaged at the Brisbane Transport Training Centres and no travel time or allowances will be paid for travel to and from the centres
- (iv) trainers will be encouraged to maintain their on road skills and earn additional income by undertaking depot driving work
- (v) the higher rate will only be payable in relation to training related work and for any authorised overtime incurred in the performance of training related duties. Any additional driving duties during periods of secondment will be paid at the individuals substantive base hourly pay rate
- (vi) annual leave will be paid in accordance with Clause 3.20 of this Schedule
- (vii) while seconded at the training centre the role of the workplace trainer will include any of the following:
  - (a) development of course content/materials associated with the Competency Unit training requirements
  - (b) preparation of associated lesson plans and maintaining up to date curriculum content
  - (c) delivery of training on the competency areas covered by the program; oversight of in-class performance and assignment work
  - (d) reporting on student progress, as well as behaviour and attendance
  - (e) driver licence training. Co-ordination of bus availability and arrangements with QT testing officers
  - (f) assistance to RTO regarding on-road assessments and reporting
  - (g) services to depots in assessment of drivers referred to the Training Centres including capability to use technology. Providing feedback and remedial training to operators and reports to depot management
  - (h) liaison with Depot Supervisor/Manager
  - (i) assistance with training course scheduling. Program organisation and day to day liaison with depot trainers, depot supervisors etc.
  - (j) involvement in BT (and attendance at meetings) where driver training knowledge/input is required
  - (k) all duties and responsibilities required of depot trainers
- (viii) workplace trainers must have attained a Certificate IV in Workplace Training
- (ix) the above provisions will in no way alter the role, duties, or arrangements of depot trainers. The role of depot trainers is an essential component of the training system. Depot trainers operate under the provisions of the *Brisbane City Council Bus Transport Employees Award*.

#### 3.3.4 Trainee bus operators

- (i) Employees engaged as trainee bus operators will be paid as follows:
  - (a) at a rate equivalent to 92% of the base rate of Passenger Service Employee Level 1 from the date of employment as a trainee until the completion of 13 months employment

- (b) after the completion of 13 months employment they will progress to Passenger Service Employee Level 1 and will remain at that level until the successful attainment of Certificate III Transport and Distribution (Road Transport) qualification
- (c) upon the attainment of the qualification, also subject to meeting performance management criteria, employees will be offered permanent employment and progress to Passenger Service Employee Level 2 rate
- (ii) Employment of new casual bus operators – existing permanent bus operators who convert to casual bus operator employment, or newly recruited casual bus operators, will be employed on the basis that they have no expectation to progress to any other category of employment in the future. However they may choose to apply for any vacancy that occurs and be assessed for selection on a merit basis with all other applicants
- (iii) Training arrangements – the training program content and assessment will be geared toward a two-year program
- (iv) All permanent bus operators or trainees possessing a current Certificate III Transport and Distribution (Road Transport) Qualification will be appointed at Passenger Service Employee Level 2, provided they have met expected performance management standards. New employees will be required to successfully undertake any enterprise specific training
- (v) Brisbane Transport will continue to provide access to the bus operator induction training course for the purposes of union encouragement
- (vi) Trainees who accept an offer of permanent employment upon completion of their traineeship will have their permanent appointment confirmed immediately without completion of any further probationary period.

### 3.3.5 Bus operator uniforms

The following uniform items will be issued to bus operators. The issue of these items will be conducted in consideration of corporate policy HRP020 Corporate Wardrobe Procedure.

Female bus operator issue:

- 6 shirts
- 4 pants (choice may consist of either shorts, trousers or skirts or a mixture)
- 1 belt
- 1 shoes
- 6 socks (or you may choose 3 pair of stockings)
- 2 woollen (choice may be either a mixture of vest, pullover, cardigan, double-breasted vest, or double-breasted cardigan or a double of any of these items)
- 1 parka
- 1 umbrella
- 1 hat (optional)
- 1 tie (optional)
- 1 watch.

Male bus operator issue:

- 6 shirts
- 4 pants
- 1 belt
- 1 shoes
- 6 socks
- 2 woollen

- 1 parka
- 1 umbrella
- 1 hat (optional)
- 1 tie (optional)
- 1 watch.

Female casual bus operator issue:

- 3 shirts (an additional 2 shirts are available after 2 weeks on road working an average of 25 hours per week – please indicate your choice of 5 shirts)
- 2 pants (choice may consist of either shorts, trousers or skirts or a mixture)
- 1 belt
- 1 shoes
- 5 socks (or you may choose 3 pair of stockings)
- 1 woollen (choice may be either vest, pullover, cardigan, double-breasted vest, or double-breasted cardigan)
- 1 parka
- 1 umbrella
- 1 hat (optional)
- 1 watch.

Male casual bus operator issue:

- 3 shirts (an additional 2 shirts are available after 2 weeks on road working an average of 25 hours per week)
- 2 pants (choice may consist of either shorts or trousers or a mixture)
- 1 belt
- 1 shoes (brogue shoes – largest size is 10½)
- 5 socks
- 1 woollen (choice may be either vest, pullover or cardigan)
- 1 parka
- 1 umbrella
- 1 hat (optional)
- 1 watch.

### 3.4 Brisbane Best Value

Any Brisbane Best Value assessments impacting on Brisbane Transport bus operations will follow the agreed arrangements contained in Clause 11 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 3.19 of this Schedule.

### 3.5 Brisbane Transport Consultative Committees

3.5.1 As part of the ongoing commitment to consultation a sub-committee of the Brisbane Transport's Divisional Consultative Committee (DCC) will 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.

3.5.2 The Bus Design and Security Consultative Committee, established as a subcommittee of Brisbane Transport's DCC, 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 and Security Consultative Committee will comprise at least two ARTBU representatives.

### 3.6 Rostering

- 3.6.1 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.
- 3.6.2 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.
- 3.6.3 It is the intent of the parties to ensure that:
- (i) running times are achievable
  - (ii) Passenger Services Employees have access to reasonable layover/meal periods
  - (iii) work groups achieve reasonable starting times and days off in accordance with established principles.
- 3.6.4 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.
- 3.6.5 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.
- 3.6.6 Brisbane Transport acknowledges the ARTBU desire to establish a roster code of practice for bus operators in Brisbane Transport. The parties will work cooperatively to consider options for the establishment of a roster code of practice based upon a proposal developed by the ARTBU. It is noted that any roster code of practice will not limit Brisbane Transport's ability to respond to current and emerging customer, business or contractual needs or impose unreasonable limitations or costs upon its operations, guided by the principles of work-life balance.
- 3.6.7 A minimum of four (4) minutes will be allowed on all Run Printed Work at termini between the end of an In-Service (Timetabled) trip where the next trip is an In-Service (Timetabled) trip.

### 3.7 Flexible work arrangements

By mutual written agreement between a Bus Assistant and their Manager, an employee may work their ordinary hours of work outside their span of hours at ordinary rates. All such arrangements shall be recorded in writing utilising Council's 'Flexible Work Arrangements Request' form.

### 3.8 Training time

#### 3.8.1 Stand Alone

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) It is recognised that any activities undertaken in Stand Alone time will not compromise any obligations to ensure that minimum rest periods are taken.

### 3.8.2 Rostering

- (i) 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.
- (ii) 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 Manager.
- (iii) Specific arrangements for the allocation of time covered by these shifts will be negotiated with the local Manager. Unless otherwise agreed, these designated employees will be available within the depot for the full period of these shifts.
- (iv) 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.

### 3.9 Performance management of employees

3.9.1 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.

3.9.2 The policies and procedures referenced 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:

- (i) natural justice
- (ii) innocent until proved guilty
- (iii) right for representation
- (iv) 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.

3.9.3 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.

### 3.10 Passenger Services Assistant Level 3 arrangements

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.

### 3.11 Casual Passenger Service employees

#### 3.11.1 Wage level progression

- (i) 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:
  - (a) have completed 12-months full time equivalent service as a Casual Passenger Services Employee
  - (b) are assessed as being eligible using the existing performance appraisal mechanism for the progression of full time Passenger Services Employee.
- (ii) 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.

#### 3.11.2 Casual 'waiting time as directed' periods to be a minimum of three hours

Any Casual Passenger Services Employee who works as directed in the morning (AM WAD) who is not required to work beyond the three (3) – 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).

### 3.12 Bus drivers authorisation

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 Personal Leave and rehabilitation processes contained in this Agreement will be applied in supporting employees who report issues in accordance with this Clause.

### 3.13 Sign on and sign off times

In lieu of the provisions contained in Schedule 2 of the *Award*, sign on time shall be 10 minutes and sign-off time shall be 10 minutes.

### 3.14 Time off in Lieu of Overtime

3.14.1 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.

3.14.2 Provided that Time off in Lieu of Overtime may be cashed out at the time of taking annual leave, at the request of the employee. Applications for cashing out Time off in Lieu of Overtime must be made at least one month in advance of the relevant leave period commencing. Maximum accrual to be paid out will be 38 hours and can only be cashed out once per financial year as approved by the Depot Manager.

### 3.15 Transfers to another depot

The depot transfer system as detailed below will continue to be implemented.

- (i) A Passenger Services Employee may apply to transfer to another depot; however no 'right of transfer' exists.
- (ii) Transfer will not be considered until after three years' service as a Passenger Services Employee in the current depot.
- (iii) Applications for transfer will be made through the employee's current Manager, who will assess the application in conjunction with the manager of the Depot to which the employee seeks to transfer.

- (iv) 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.
- (v) Names of approved transfers will be included in the transfer list, which will show date of application and anticipated transfer date.
- (vi) 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.
- (vii) Employees who transfer will move to the bottom of the full-time employee section of the yard sheet at their new depot.
- (viii) 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.

### 3.16 Bus passes

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

### 3.17 Workplace flexibility

- 3.17.1 Manually operated wheelchair ramps, where installed, will be operated by Passenger Services Employees within the normal scope of their role.
- 3.17.2 Brisbane Transport will run a depot cleaning pilot in a single depot, when a depot cleaning contract is due to be renewed, for cleaning to be performed by Passenger Services Employees, to assess the financial viability, effectiveness and value for money of this approach to depot cleaning.
- 3.17.3 Thirty bus operators to be trained for special events work. Employees trained will be rostered to work at special events at the discretion of the Special Events Coordinator.

### 3.18 Overtime

- 3.18.1 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.
- 3.18.2 If an employee is not available to work a single normal shift, they will only be rostered to work overtime during the following 72 hours at management discretion. If an employee has two consecutive days off work in the seven days preceding the rostered overtime, the offer of overtime will be withdrawn and rostered to another employee.

### 3.19 Job security

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 30 June 2010.

### 3.20 Annual Leave

- 3.20.1 Bus operator trainers engaged at the Driver Training Centres will be paid for all periods of annual leave at their substantive bus operator rate. In recognition of work performed as a bus operator trainer while engaged at the Driver Training Centres, a payment will be made to the employee, twice each year, of the pro rata difference in value between the bus operator rate and the bus operator trainers rate for annual leave accrued during secondments as a bus operator trainer at the Driver Training Centre in accordance with the procedure in place immediately prior to the certification of this Agreement.
- 3.20.2 Bus assistants who are required to work a night shift roster and full time bus operators will continue to receive 5 weeks annual leave per year in accordance with the practices which existed immediately prior to the certification of this Agreement.

### 3.21 Allowances

#### 3.21.1 Meal allowance

A meal allowance of \$12.10 will be paid for all additional work in excess of normal rostered work (except late running and work on days off). Provided that during the life of the Agreement if the meal allowance is increased by general ruling the increase will be passed on.

#### 3.21.2 Soiled bus allowance

A bus assistant, who is required to clean the interior or exterior of a bus which has become unsanitary due to misuse by some person or persons to an extent which, in the opinion of the foreperson merits the payment of dirt money, shall be paid \$2.00 extra for each such vehicle cleaned. In all cases the cleaner shall draw the attention of the foreperson to the condition of the bus before it is cleaned.

#### 3.21.3 Dirty Toilets allowance

Employees required to clean toilets in the depot shall be paid an allowance of \$2.00 per day extra.

#### 3.21.4 Translation checkers allowance

Employees who are required to check translation material shall be paid an allowance of \$31.35 per page of translation checked. Translation checking involves the review of professionally translated material to ensure that the original English text has been clearly conveyed in the other language.

#### 3.21.5 HR licence allowance

Clause 5.4 of the Award – Articulated Bus Allowance will be referred to as the HR License Allowance for the purpose of this Agreement. The HR License Allowance will be paid to employees who are required to drive buses that by law require the driver of that bus to hold a HR License. Where employees are travelling on a vehicle of HR specifications for the purpose of Induction Training, Vehicle Familiarisation Training, License Training or Route Training and are not driving the said vehicle, they are not entitled to this allowance.

#### 3.21.6 'NightLink' Allowance

A NightLink service is a special service that fulfils the following criteria:

- operates either Saturday or Sunday morning; and
- operates between 12.30am and 6am.

If a bus operator works a NightLink service an allowance of \$9 per hour for hours worked between 1.30am and 4.30am will be payable. This payment will be increased by the percentage rate of the previous general pay increase in this Agreement (not base dollar payments) on the first pay cycle commencing three months after certification of this Agreement and then each 12 months thereafter by the previous general percentage pay increase during the life of this Agreement.

The NightLink allowance will also be paid to bus operators driving CityGlider services on the same terms as apply to bus operators driving NightLink services.

## 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 2012* in mechanical, electrical, plumbing and building maintenance, bus building and related services.

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

Description	First pay increase			Second pay increase			Third pay increase		
	Base	OAP*	Total	Base	OAP*	Total	Base	OAP*	Total
Apprentice Trades Stage 1	370.00	31.70	401.70	378.20	32.40	410.60	386.50	33.10	419.60
Apprentice Trades Stage 2	508.80	43.20	552.00	520.00	44.20	564.20	531.50	45.20	576.70
Apprentice Trades Stage 3	693.80	59.70	753.50	709.10	61.00	770.10	724.70	62.30	787.00
Apprentice Trades Stage 4	832.60	71.40	904.00	851.00	73.00	924.00	869.70	74.60	944.30
Apprentice Trades Stage 5	925.10	83.20	1008.30	945.50	85.00	1030.50	966.30	86.90	1053.20
Adult Apprentice Stage 1	781.80	31.70	813.50	799.10	32.40	831.50	816.70	33.10	849.80
Adult Apprentice Stage 2	781.80	43.20	825.00	799.10	44.20	843.30	816.70	45.20	861.90
Adult Apprentice Stage 3	781.80	59.70	841.50	799.10	61.00	860.10	816.70	62.30	879.00
Adult Apprentice Stage 4	832.60	71.40	904.00	851.00	73.00	924.00	869.70	74.60	944.30
Trade Services Assistant C14	781.80	121.70	903.50	799.10	124.30	923.40	816.70	127.00	943.70
Trade Services Assistant C13	800.40	121.70	922.10	818.10	124.30	942.40	836.10	127.00	963.10
Trade Services Assistant BW1a	818.90	121.70	940.60	837.00	124.30	961.30	855.40	127.00	982.40
Trade Services Assistant C12	834.00	121.70	955.70	852.40	124.30	976.70	871.20	127.00	998.20
Trade Services Assistant BW1b	838.10	121.70	959.80	856.60	124.30	980.90	875.50	127.00	1002.50
Trade Services Assistant BW1c	852.00	121.70	973.70	870.80	124.30	995.10	890.00	127.00	1017.00
Trade Services Assistant C11/BW1d	868.20	121.70	989.90	887.40	124.30	1011.70	907.00	127.00	1034.00
Trade Services Employee BW2	894.60	121.70	1016.30	914.40	124.30	1038.70	934.60	127.00	1061.60
Trade Services Employee C10/BT1	925.10	121.70	1046.80	945.50	124.30	1069.80	966.30	127.00	1093.30
Trade Services Employee C9/BT2	965.00	121.70	1086.70	986.30	124.30	1110.60	1008.00	127.00	1135.00
Trade Services Employee C8/BT3	1004.60	121.70	1126.30	1026.80	124.30	1151.10	1049.40	127.00	1176.40
Trade Services Employee C7	1043.50	121.70	1165.20	1066.50	124.30	1190.80	1090.00	127.00	1217.00
Trade Services Employee C6	1124.40	121.70	1246.10	1149.20	124.30	1273.50	1174.50	127.00	1301.50
Trade Services Employee C5	1165.10	121.70	1286.80	1190.80	124.30	1315.10	1217.00	127.00	1344.00

\* Over-award payment.

## 2.1 Apprentices

The terms of the *Training Wage Award – State 2003* and the *Order – Apprentices’ and Trainees’ Wages and Conditions (Excluding certain Queensland Government Entities) 2003* as varied, shall apply to the employment of Apprentices, together with the above pay rates in accordance with this schedule.

## 2.2 School Based Apprentices (per hour)

The following hourly pay rates will apply to all School Based Apprentices in this Schedule:

Description	First pay increase	Second pay increase	Third pay increase
School Based Apprentice Trades Year 1	13.00232	13.29054	13.58164
School Based Apprentice Trades Year 2	17.86740	18.26218	18.66688

## 3. Arrangement of ordinary hours

- 3.1 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.
- 3.2 Previously agreed arrangements of ordinary hours over four days per week, or nine days per fortnight including varied spread of hours, in Brisbane Infrastructure-Field Services Group and Brisbane Lifestyle as listed below shall continue under this Agreement.

Ref	Area	Division/Branch	Award	Content
08/04	Bracalba Quarry	Field Services Group Asphalt Operations	Eng.	Up to 10 hours per day, 5.30am-5.30pm; accrue more than five RDOs; classification/skill levels; travel

- 3.3 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.
- 3.4 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.
- 3.5 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.

## 4. Flexible work arrangements

- 4.1 By mutual written agreement between an employee and their Manager, an employee may work their ordinary hours of work outside their span of hours at ordinary rates. All such arrangements shall be recorded in writing utilising Council’s ‘Flexible Work Arrangements Request’ form.

## 5. Ten-hour break

### 5.1 Employees who work so much overtime:

- (i) 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
- (ii) 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.

### 5.2 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 sub-clause where the actual time worked is less than two hours on such recall.

### 5.3 Provided however, if an employee is again called out before the next day's ordinary starting time, then for the purpose of calculating 10 hour break entitlements, the call-out shall be deemed to be continuous from the start of the first call-out received to the end of the last call-out received before the employee's normal starting time.

### 5.4 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.

### 5.5 The provision of this sub-clause 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:

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

### 5.6 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. Averaged or annualised payments

### 6.1 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:

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

### 6.2 Any arrangements made in accordance with this clause will have no effect unless they are authorised by the Manager, Workplace Relations and agreed to by Payroll/ISB administrators. A value for money assessment for Payroll/ISB implementation may be made upon any proposed agreement.

## 7. Christmas closedown and accrual of RDOs

- 7.1 Council will each year notify employees, after the JCC meeting to be held mid-year, that there will be a Christmas closedown and the relevant details.
- 7.2 Council areas will be subject to a closedown or a partial closedown during the Christmas – New Year period.
- 7.3 From 1 October to 31 December each year, with the agreement between an individual employee and their Branch Manager, an employee can elect not to take up to 5 of their Rostered Days Off and work as normal on those days without payment for those days.
- 7.4 Any Rostered Days Off worked in accordance with the above sub-clause shall be taken during Council's Christmas closedown period, without loss of pay.
- 7.5 These arrangements shall be managed locally.
- 7.6 If for any unforeseen work circumstance/s, employees are unable to use these accrued Rostered Days Off during the closedown period, these days off shall be taken at an agreed time within 3 months, or such longer period by agreement with the employee's Manager.

## 8. Banking of Rostered Day Off

- 8.1 By agreement between an individual employee and their team leader, an employee can elect not to take their Rostered Day Off and work as normal on that day without payment for that day.
- 8.2 The employee by agreement with the team leader shall endeavour to take their accrued rostered day off, without loss of pay, within one calendar month.
- 8.3 These arrangements shall be managed locally.

## 9. Over-award payment and allowances

### 9.1 Over-award payment

- 9.1.1 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.
- 9.1.2 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.
- 9.1.3 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.

### 9.2 Shift allowances

#### 9.2.1 Shift allowance

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

#### 9.2.2 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.

### 9.2.3 Shift work on sewers

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

- (i) provided that where continuous shifts are not required, shift work may be performed at such times as may be arranged
- (ii) provided that each shift shall consist of eight hours bank to bank, including three-quarters of an hour for crib on the surface
- (iii) 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.

### 9.3 Licensed trade allowance

9.3.1 An allowance of \$21.86 per week will be payable, from the date of certification of this Agreement to any Trade Services Employee who is required to hold a plumber's, gasfitter's 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.

9.3.2 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.

### 9.4 Tool allowance

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

### 9.5 Meal allowance

Meal allowance of \$12.10. Provided that during the life of the Agreement if the meal allowance is increased by general ruling the increase will be passed on.

### 9.6 First aid allowance

First aid allowance as provided by relevant Awards.

### 9.7 Leading hand (and special responsibilities) allowance

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

### 9.8 Traffic site allowance

Field Services Group – Lines employees will be paid the All Purpose Over-Award from the *Brisbane City Council Construction Maintenance and General Award 2003* for work engaged in performing work on roads carrying traffic.

### 9.9 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 in accordance with relevant Awards.

9.10 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 \$20.96 per week will be paid to that employee.

9.11 Work in rain

9.11.1 When an employee is required to work in the rain, they shall wear waterproof clothing as provided by the employer, where practicable.

9.11.2 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.

9.12 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.

9.13 Fares and travelling allowance

9.13.1 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.

9.13.2 Regular 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
Within employee's designated region	\$10.11
Within Brisbane City Council boundaries	\$20.20

9.13.3 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.

9.13.4 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.

9.13.5 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.

9.14 Translation checkers allowance

Employees who are required to check translation material shall be paid an allowance of \$31.35 per page of translation checked. Translation checking involves the review of professionally translated material to ensure that the original English text has been clearly conveyed in the other language.

## 10. Stand-by and call-out provisions

### 10.1 Stand-by allowance

10.1.1 Stand-by employee means an employee who is required and has agreed to be available to attend to break downs and/or for work that cannot wait until the commencement of ordinary work or to address issues by remote monitoring and/or access.

10.1.2 Employees required to be on stand-by 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 stand-by.

### 10.2 Call-out provisions

10.2.1 All call-outs will be paid at double the ordinary time rate, with a minimum payment for three hours, except for public holidays when any time worked in excess of the minimum of three hours shall be paid at the appropriate penalty rate.

10.2.2 A stand-by employee required to attend to work outside ordinary hours shall be paid for such work from the time of contact to commence that work and until they return home from that work, but they must leave and return home within a reasonable time.

10.2.3 Provided that if another call-out occurs within three hours of the previous call-out, and the employee has returned home, another minimum of three hours will apply. If another call is received while 'out on call', overtime payment shall continue and a new minimum payment shall not apply.

### 10.3 Stand-by on public holidays – leave-in-lieu provision

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

10.3.2 Employee's leave-in-lieu balances that were 'frozen' as at date of certification EBA6 Ext II can request access to any or to be paid out this entitlement with the approval of their divisional manager.

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

10.3.4 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.

### 10.4 Remote response

10.4.1 A stand-by employee who is required to remain at home (or designated place) to:

(i) respond to phone calls or messages

(ii) provide advice (phone fixes)

(iii) arrange call-out of other employees

(iv) remotely monitor and/or address issues by remote telephone and/or computer access

shall be paid, one hour at the employee's ordinary time rate for each call received, provided that if another call is received within the hour, another payment shall not be made.

10.4.2 Provided that, if a call or associated work exceeds half an hour, the employee shall be paid at the appropriate overtime rate for the duration of the call or time worked on the remote telephone and/or computer access, in lieu of the remote response payment in accordance with Clause 10.4.1 above.

10.4.3 Provided further that, if the employee is unable to resolve the issue and is required to leave home to resolve the problem, the employee shall be entitled to paid overtime in accordance with the call-out provisions (Clause 10.2) in lieu of the remote response payment in accordance with Clause 10.4.1 above.

10.4.4 If another call or associated work is received within one hour of a call, which the employee has been paid for in accordance with Clause 10.4.1 above, and exceeds half an hour, the employee shall be paid in accordance with Clause 10.4.2 above, or results in the employee being required to leave home to resolve the problem, the employee shall be paid in accordance with Clause 10.4.3 above.

## 10.5 Remote response – non stand-by employees

An employee, who is not on stand-by, and who is required to remotely monitor and/or access to address issues, shall be paid from the initial contact and shall be paid a minimum of two hours at the appropriate overtime rate for their role.

## 10.6 Non stand-by employees – call-back (recall) non-continuous overtime

10.6.1 An employee, who is not on stand-by, who is called back to work overtime after ceasing work, whether notified before or after leaving the Council's premises, or who was not notified before commencement of work on that day that they were required to work such overtime and who returns home on completion of such overtime work, shall be paid for such work from the time of contact to commence that work until they return home from that work, but they must leave and return home within a reasonable time, at the appropriate overtime rate, with a minimum payment of four hours at the appropriate overtime rates, for each time they are required to work.

10.6.2 Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the work that the employee is called back to perform is completed in a shorter period.

10.6.3 For the purposes of calculating the overtime threshold on that day, if any further overtime is worked, it will be deemed that the employee has worked the first three hours of overtime.

## 10.7 Non stand-by employees – planned work (pre-arranged) overtime

10.7.1 An employee, who is not on stand-by, who is required to work planned (pre-arranged) overtime after ceasing work and who was notified before commencement of work on that day that they were required to work such overtime, and who returns home on completion of such overtime, shall be paid a minimum payment of four hours at the appropriate overtime rates for each period of overtime they have been arranged to work.

10.7.2 Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the pre-planned work that the employee is required to perform is completed in a shorter period.

10.7.3 Where the overtime worked in accordance with this arrangement exceeds four hours, the employee shall be paid travel time, at the ordinary time City Service Grade 5 rate for the time from leaving home to commence that work and for the time to return home after completion of that work, or shall be paid mileage allowance to and from the employee's place of residence to the site, whichever is the greater.

## 11. General employment conditions

11.1 The following provisions shall apply to *Engineering Award State 2012* employees and shall not apply to the *Building Trades Public Sector Award State 2012* employees.

11.2 These general employment conditions and the related changes to entitlements, will only apply from the date new rosters are built in the pay system.

### 11.3 Ordinary hours of work – day workers

11.3.1 The ordinary hours of work prescribed for day workers may be worked on any five days in the week, Monday to Sunday inclusive.

11.3.2 The ordinary hours of work for a full-time employee shall be 38 hours per week, and shall be worked continuously, except for meal breaks and rest pauses, between 6am and 6pm.

### 11.4 Penalties – day workers

11.4.1 Ordinary hours of work performed outside the span of hours Monday to Friday and on Saturday shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

11.4.2 All ordinary hours of work performed on Sunday shall be paid for at the rate of double time.

## 11.5 Overtime – day workers

11.5.1 Unless otherwise prescribed in this Schedule, employees who are directed to work in excess of their ordinary hours of work each day, shall be paid for that work at the following rates:

- (i) Monday-Saturday – time and a half for the first three hours and double time thereafter
- (ii) Sunday – double time.

11.5.2 All overtime worked between:

- (i) midnight Sunday and 6am Monday
- (ii) midnight and 6am Monday to Friday; and
- (iii) midnight Friday to 6am Saturday

shall be paid at the rate of double time.

11.5.3 Employees who are required to work overtime commencing after midnight on Friday but before 6am Saturday and who continue to work overtime beyond 6am Saturday, shall be paid for all such overtime worked at the rate of double time.

## 11.6 Crib breaks

11.6.1 Employees who are required to continue working for more than one hour after the ordinary ceasing time shall be allowed 30 minutes for crib after the first hour worked for which no deduction of pay shall be made.

11.6.2 Employees who are then required to continue to work an additional four hours after the above crib break, shall be entitled to a 45 minute crib break, to be paid at double time, for each additional four hours overtime worked.

## 11.7 Meal allowance

Employees who are required to continue working for more than one hour immediately after their ordinary ceasing time shall be provided with a meal or a meal allowance as prescribed by Clause 9.5 of this Schedule shall be paid, and to a further meal or meal allowance for every additional four hours worked thereafter.

## 11.8 Engineering Award – State 2012 Exclusions

The following clauses of the *Engineering Award State 2012* shall not apply to Brisbane City Council employees:

- (i) Overtime rounding 6.6.11
- (ii) Weekend cribs 6.7.3 (b) and (c)
- (iii) Emergency workers 7.1.9.

## 12. Locally agreed arrangements

### 12.1 Field Services Group 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, Field Services Group, Asphalt Operations shall be paid in accordance with the agreed arrangements for employees they supervise.

### 12.2 Brisbane Transport Bus Garages

12.2.1 Trades Services employees, other than shift workers, who work at existing Brisbane Transport Bus Garages existing at the time of commencement of EBA7, shall be paid a flexibility allowance of 50% for all ordinary time worked before 7am and after 5pm.

12.2.2 The intent of sub-clause 10.2.1 is to ensure that the process of paying a % loading per day to employees working outside the above hours is maintained by replacing it with the 50% penalty. Employees will not receive an advantage, nor be disadvantaged by this change.

12.2.3 If a decision is made to operate a new Bus Garage, no automatic application of the above allowance will apply and application of this allowance will be negotiated at that time.

#### 12.3 Field Services Group – Fleet Services

12.3.1 Fleet Services Workshop and Field employees will be required to rotate through the two work areas to ensure employees are able to gain additional skills and competencies.

12.3.2 All Workshop and Field employees shall work a 4 day week based upon the General Employment Conditions in this Clause (Clause 12.3).

12.3.3 Employees working the 4 day week shall take a 20 minute paid morning tea break mid-morning in lieu of 2 x 10 minute paid morning and afternoon tea breaks.

12.3.4 All employees shall start and finish at the workshop, however Field employees may be required to start and/or finish on site to meet business needs.

12.3.5 Employees will be rostered to work the agreed start and finish times that will ensure coverage of work from 6.30am-6pm with at least 50% of employees to be rostered off on the Monday each week, and the remaining employees rostered off on the Friday of that week.

12.3.6 The rostering of employees will also take into account the business needs of the two areas; including the number of employees required to be allocated to each area, the number of employees required for early starts and late finishes; together with the individual employee's personal needs.

12.3.7 The operation of these arrangements, including the start and finish times can be reviewed in consultation with the appropriate union and the WUCC.

12.3.8 Employees, when working in the Field area will be required to rotate through the 'on call' roster.

#### 12.4 Field Services Group – Structures

12.4.1 Story Bridge Workshop employees shall work a 4 day week based upon the General Employment Conditions of this Clause.

12.4.2 Employees will work 6am to 4pm each day.

12.4.3 Employees working the 4 day week shall take a 20 minute paid morning tea break mid-morning in lieu of 2 x 10 minute paid morning and afternoon tea breaks.

12.4.4 Rostering of employees is to ensure that at least 50% of employees are rostered off on the Monday each week, and the remaining employees are rostered off on the Friday of that week.

12.4.5 The rostering of employees will take into account the business needs of the area, together with the individual employee's personal needs.

12.4.6 The operation of these arrangements can be reviewed in consultation with the appropriate unions and the WUCC.

12.4.7 Employees who:

(i) are required to work through their meal break

(ii) get their work clothing wet as a result of continuing to working in the rain

shall be paid in accordance with the relevant Award provisions, or if mutually agreed between the employee and their Manager, shall be entitled to take the equivalent time off work without loss of their ordinary pay.

Provided that such mutually agreed arrangements are managed locally.

# Schedules – Transitional IPI Arrangements only

## Schedule 12: EBA7 Personal Leave, Income Protection Insurance and rehabilitation procedures

This Schedule is a copy of Schedule 5 *Enterprise Bargaining Certified Agreement 2010* (EBA7).

This Schedule (Schedule 12) outlines the terms and conditions which are to continue to apply under this Agreement (EBA8) for managing legacy Income Protection Insurance claims. These arrangements are only applicable to Income Protection Insurance claims which are accepted in accordance with Schedule 5, Clause 3.13 Transitional Arrangements, of this Agreement. This Schedule is intended only to outline the continuing obligations and entitlements of Council and employees as per EBA7, in the management and processing of these Income Protection Insurance legacy claims.

This Schedule does not create any entitlements for employees that do not have claims accepted in accordance with Schedule 5, Clause 3.13 Transitional Arrangements. Nor does it create any entitlements for employees that have had a claim accepted in accordance with Schedule 5, Clause 3.13 Transitional Arrangements, other than as strictly necessary for the management and processing of an accepted Income Protection Insurance claim.

### 1. Overview

- 1.1 Paid Personal Leave (Sick and Carer's Leave) and Income Protection Insurance are provided to support employees through periods of personal illness and in the rehabilitation process. Personal Leave and Income Protection Insurance are not alternatives to Workers' Compensation for workplace illnesses or injuries nor are they provided to be used in conjunction with income benefits from a private insurer to create individual financial benefit.
- 1.2 The following procedures have been agreed to establish the Personal Leave and Income Protection Insurance arrangements and to ensure 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.

### 2. Personal Leave (Sick and Carer's)

- 2.1 All employees (other than employees engaged as casuals) who are unable to perform their duties on account of illness/injury (except injury covered by Workers' Compensation) or carer requirements and who have worked for Council for a minimum period of six weeks shall have access to a paid Personal Leave entitlement of 15 days per year, which will accumulate from year to year. Personal Leave will not be paid out on cessation of employment under any circumstances.
- 2.2 Employees at the date of certification of this agreement will be credited with 15 days Personal Leave and then 15 days every year thereafter on the anniversary of certification. Employees at the date of certification of this agreement will also be credited with an additional 130 days Personal Leave as a once off starting balance. This entitlement is subject to Clause 3.14.1 Transitional Arrangements and is pro-rata for part-time and flexible permanent part-time employees.
- 2.3 New employees will be credited with 15 days Personal Leave at date of their commencement (which can be accessed after six weeks service) and then 15 days every year thereafter on the anniversary of commencement.
- 2.4 Personal Leave will be reflected as equivalent hours and calculated using the employee's relevant ordinary hours of work. The ordinary hours of work for a full-time wages employee shall be 38 hours per week and 36.25 hours per week for a full-time salaried employee. The actual time absent by employees will be recorded and deducted from the employee's entitlement. Personal Leave is calculated on a pro-rata basis for part-time and flexible permanent part-time employees.