

# QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 2016*

Brisbane City Council

and

Australian Rail, Tram and Bus Industry Union of Employees, Queensland Branch  
and Others

*Matter No CB/2020/81*

## **BRISBANE CITY COUNCIL DETERMINATION 2023**

On 28 April 2023, the Full Bench of the Commission arbitrated the **attached** Determination in accordance with s 180 of the *Industrial Relations Act 2016* (Qld):

**Name of Determination:**      **BRISBANE CITY COUNCIL DETERMINATION 2023**

**Parties to the Determination:**

- Brisbane City Council;
- Australian Rail, Tram and Bus Industry Union of Employees, Queensland Branch
- Queensland Services, Industrial Union of Employees;
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees;
- Queensland Nurses and Midwives' Union of Employees;
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
- The Australian Workers' Union of Employees, Queensland;
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees;

- The Electrical Trades Union of Employees Queensland;
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch); and
- United Voice, Industrial Union of Employees, Queensland

**Operative Date:** On and from seven days after the date of making of this Determination

**Nominal Expiry Date:** 7 October 2024

**Previous Agreement:** This Determination replaces the *Brisbane City Council Certified Agreement 2018* (EBA 9).

**BRISBANE CITY COUNCIL**

**DETERMINATION 2023**

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## **A The Determination**

### **1 Title**

**1.1** This Determination shall be known as the Brisbane City Council Determination 2023.

**1.2** This Determination supersedes and replaces all previous Enterprise Bargaining and 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 sub-tropical 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 Brisbane Vision 2031:

- (i) our accessible, connected city
- (ii) our active, healthy city
- (iii) our clean, green city
- (iv) our friendly, safe city
- (v) our new world city
- (vi) our smart, prosperous city
- (vii) our vibrant, creative city
- (viii) our well-designed, sub-tropical city

and 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 representing those employees (“the Parties”) 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. The Parties 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** The Parties 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 Administrative arrangements**

#### **3.1 Application**

This Determination applies to the employment of all employees of Council who are engaged in roles classified under the Awards listed in Schedule 2 or within other Schedules to this Determination. This Determination 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), and Executive Services stream (ES).

#### **3.2 Parties covered ('the Parties')**

The Parties covered by this Determination are Council and each of the unions listed in Schedule 1.

#### **3.3 Date and period of operation**

This Determination shall commence operation on and from the date which is seven days after the date of making of this Determination and shall have a nominal expiry date of 7 October 2024. Negotiations for a new Certified Agreement shall commence no earlier than as prescribed in the Industrial Relations Act 2016.

#### **3.4 Determination to prevail**

This Determination shall operate to the exclusion of all previous Enterprise Bargaining Agreements, Certified Agreements, Local Area Arrangements and Special Arrangements that had application to employees of Council covered by this Determination.

#### **3.5 Incorporation of Awards**

3.5.1 This Determination 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 commencement date of this Determination, 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.

3.5.2 The terms of this Determination, including the Schedules (excluding Schedule 2) shall prevail to the extent of any inconsistency with the incorporated Awards listed in Schedule 2.

#### **3.6 Human Resources (HR) procedures and employee entitlements**

##### **3.6.1 Council's HR Procedures**

Council's HR Procedures are outlined at Schedule 4 and are operative as at the commencement date of this Determination.

Whilst the HR Procedures do not form part of the Brisbane City Council Determination 2023, they will continue to operate in their entirety until such time as there is an agreement between the relevant Parties to vary, terminate or propose a new HR Procedure, in accordance with the Review of HR Procedures clause (clause 3.6.2).

HR Procedures do not override the provisions of this Determination.

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

### 3.6.2 Review of HR Procedures

The Parties may seek to vary, terminate or propose a new HR Procedure during the life of this Determination.

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

- (i) develop a new or draft variation to the HR Procedure
- (ii) consultation will occur between Council and relevant union Parties
- (iii) 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.
- (iv) If endorsed by the JCC, Council will communicate the updated HR Procedure to employees.
- (v) Council will implement the HR Procedure.

HR Procedures being varied, terminated or created will not be implemented unless agreed by the relevant Parties provided that agreement will not be unreasonably withheld. Council and relevant union(s) endorsement will be recorded in JCC minutes. In the event that the Parties do not endorse a varied, terminated or new HR Procedure, 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).

No extra claims

3.6.3 This Determination is intended to be in full and final settlement of all issues and claims relating to employees covered by this Determination, and provides processes to deal with any issues that might arise while this Determination is in operation. This Determination regulates in whole and exclusively, the terms and conditions of employment for persons covered by this Determination for the life of this Determination, irrespective of whether such matters are expressly mentioned in or dealt with by this Determination. No claims may be made or pursued 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 Determination.

3.6.4 Reclassification of roles under relevant Awards and agreed HR Procedures, and agreements developed in accordance with clause 16 or clause 29, and other matters exempted in clause 3.5 shall not be considered to be extra claims.

3.6.5 There will be no protected industrial action, by the employer or employees covered by this Determination, during the life of this Determination.



## 4 Objectives of this Determination

- 4.1** Council is focused on meeting community and customer needs, improving business processes, developing capable employees, ensuring viable financial outcomes and the economic recovery of Brisbane from coronavirus (COVID-19). Employees and the 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 to enable these objectives.
- 4.2** This Determination will provide certainty until the nominal expiry date for Council, employees and the 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 Determination.
- 4.3** Working together, the Parties aim through the implementation of this Determination to:
- (i) enable the economic recovery of Brisbane from COVID-19
  - (ii) involve all employees in the achievement of Zero Harm and a healthy workforce
  - (iii) provide secure and sustainable employment for employees in accordance with the terms and conditions of this Determination
  - (iv) continue to identify and meet customer and community needs
  - (v) create equitable and inclusive workplaces in which we all contribute to the provision of valued, cost-effective services
  - (vi) continuously improve the quality and competitiveness of Council services and programs.

## 5 Framework for this Determination

This Determination will assist Council to achieve its vision and reward its employees in consideration of the COVID-19 pandemic and need for financial recovery while focusing on delivering tangible results in the following areas.

- 5.1** Achieving Brisbane Vision 2031
- (i) enhanced livability
  - (ii) satisfied community
  - (iii) regional leadership
- 5.2** Improving service delivery and accessibility
- (i) customer service excellence
  - (ii) integrated service delivery
  - (iii) program delivery

**5.3** Demonstrating value for money

- (i) financial capability
- (ii) key financial outcomes
- (iii) value from Council's business, services and products

**5.4** Enhancing business processes and encouraging innovation

- (i) continuous process improvement
- (ii) innovation and product development
- (iii) strategic alignment of priorities, processes and products

**5.5** Developing a capable and adaptive workforce

- (i) capable workforce
- (ii) use of technology and new ways of working
- (iii) satisfied employees

**6 Employee and industrial relationships**

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

**6.2** The Parties intend to build upon established industrial relationships and reinforce their 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 clause 27 of this Determination.

**6.3** Working together the Parties will:

- (i) focus on sustainable outcomes which enable the recovery of the Brisbane economy from COVID-19
- (ii) attract, select, develop and retain employees from diverse backgrounds and abilities
- (iii) enhance the customer service capability of Council
- (iv) generate competitive performance and improved rewards and working conditions
- (v) strengthen communication and commitment to seeking shared solutions
- (vi) use and continue to improve effective consultative structures and arrangements
- (vii) promote lifelong learning and provide access to learning resources to develop our skills
- (viii) foster employment relationships and working arrangements that meet community, employee and organisational needs into the future
- (ix) streamline and standardise business processes
- (x) continuously improve Council's systems and processes

- (xi) generate positive financial outcomes that can be shared by customers, the community and employees
- (xii) develop alliances, partnerships, associated businesses and joint ventures to deliver integrated government and community services to the region.

## **7 Consultative processes**

**7.1** The Parties reaffirm their commitment to established consultative processes and recognise that these processes need to be continuously improved. The parties 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.

**7.2** The Joint Consultative Committee (JCC) will monitor the implementation of this Determination and oversee the work of any sub-committees established for specific purposes under this Determination. JCC will meet at least once per quarter, or as otherwise agreed, be chaired by the Divisional Manager Organisational Services, and will include all divisional managers and the Chief Executive Officer as well as one representative from each of the union Parties.

**7.3** The Charter of the JCC is included in Schedule 3.

**7.4** 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.

**7.5** 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.

**7.6** Introduction of changes and duty to consult over change

**7.6.1** Where Council proposes to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees (as defined in 7.6.2(ii)), Council shall notify the employees who may be affected by the proposed changes and, where relevant, their union or unions.

**7.6.2** This clause shall be read in conjunction with Council's Organisation Design Procedure (HRP148). For the purpose of this clause, the intention of consultation is as follows:

- (i) The requirement of consultation is not to be treated perfunctorily or as a formality. Consultation involves more than one exchange of timely information. For consultation to be effective, the participants must be contributing to the decision-making process not only in appearance, but in fact. The consultation process requires the exchange of timely information relevant to the issues at hand so that the Parties have an actual and genuine opportunity to influence the outcome before a final decision is made. Except where otherwise provided within this Determination, the Parties also recognise that the consultation process does not remove the rights of management to make the final decision in matters that may affect the workplace.

- (ii) '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, provided that where an Award or this Determination makes provision for alteration of any of the matters referred to in this Determination an alteration shall be deemed not to have significant effect.
- (iii) Council shall consult the employees affected and, where relevant, their union or unions, in writing, 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, Council intends to carry out the dismissals), and the ways it proposes to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (iv) 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 Dispute resolution process**

- 8.1** Through this process 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.
- 8.2** 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.
- 8.3** No Party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- 8.4** Any dispute about or arising from the application of this Determination shall be handled as follows:
  - (i) **Stage 1:** Discussions between the employee/s and team leader or manager and, at the request of the relevant union a delegate of that union.
  - (ii) **Stage 2:** Discussions involving the employee/s, an official and delegate of the relevant union, the relevant Branch manager and a person nominated by the Employee Relations Manager.
  - (iii) **Stage 3:** Discussions involving a relevant union official with divisional manager and Employee Relations Manager or nominated person.
- 8.5** 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.
- 8.6** There shall be a commitment by the Parties to achieve adherence to this process, including the earliest possible advice by one Party to the other of any issue or problem which may give rise to a dispute. Throughout all stages of the process, all relevant facts shall be clearly identified and recorded.
- 8.7** 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.

**8.8** Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, 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.

**8.9** In order to allow for peaceful resolution of disputes, the Parties commit to avoiding 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.

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

## **9 Wage/salary outcomes**

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

### **9.1 First pay increase**

From 8 October 2021, pay rates will be increased by 2%.

### **9.2 Second pay increase**

From 8 April 2022, pay rates will be increased by 2%.

## **B Organisation of work**

### **10 Improved systems and processes**

- 10.1** The Parties recognise and acknowledge that continuous improvement is a process that will take place over the life of this Determination, in accordance with Council procedures.
- 10.2** 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.
- 10.3** The Parties 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. Council will continue to inform and consult employees and their unions about these issues, to ensure effective implementation of systems and related changes.

### **11 Use of internal providers and alternative suppliers**

- 11.1** 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.
- 11.2** 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 competitiveness. Working together, the Parties will encourage and support internal providers to develop and maintain commercially viable and competitive services.
- 11.3** 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.
- 11.4** 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.
- 11.5** If a service is already outsourced by contract at the commencement date of this Determination, then that service will not be affected by this clause for the life of that contract.

## 12 Use of contingent workforce

- 12.1** 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. Where possible, Council will use its permanent workforce to maximum capacity or availability, in consideration of operational impacts, before the use of any contingent modes of employment in accordance with clauses 12.2 and 12.3.
- 12.2** 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 (agency contractors)
  - (iv) contractors.
- 12.3** 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 linked to budget that is not guaranteed to be ongoing; or
  - (iv) meeting peaks and troughs in workload, coverage for long term leave and maximising utilisation of plant.
- 12.4** Contingent employees will be paid not less than the relevant rate payable under this Determination for the substantive role or to Council employees performing a similar class of work.
- 12.5** 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.
- 12.6** On an annual basis, Council and the union JCC representatives will meet to review the use of contingent labour, specifically roles that are filled by temporary employees or agency contractors. The purpose of this review is to ensure that the engagement of these roles meets the obligations in clauses 12.2 and 12.3 of this Determination.
- 12.7** This review will consider:
- (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, and
  - (v) the reason for any long term, continuous contracts or agency contractor arrangements.
- 12.8** 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.

- 12.9** 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.
- 12.10** After 12 months' equivalent full-time employment, temporary or casual employees may apply for permanent employment in their role. In determining such an application for permanent employment, Council will respond in writing to the employee with consideration of the following:
- (i) whether there is an ongoing requirement for the work to be performed; and
  - (ii) the existence of ongoing funding for the role; and
  - (iii) the suitability of the employee's skills and performance; and
  - (iv) the long-term needs of Council.
- 12.11** Where an employee makes such a request, Council will not adversely treat the employee for making such a request. Nothing in this clause prevents Council at any point from permanently appointing a temporary employee to the role for which they have been selected via full merit based recruitment, giving consideration to the above criteria.
- 12.12** 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.
- 12.13** Roles which are advertised internally will be open to applications from labour hire (agency contractors) who have been engaged within Council's operation for a period of 12 months full-time equivalent or more. To be clear, labour hire (agency contractors) are not covered by this Determination, however where an application for an internally advertised role is received from a labour hire (agency contractor), the application may be considered as part of the closed merit selection process as for an internal candidate. In the case of appointments made under this provision, appeal rights under the Appeal Review Committee (ARC) constitution will not apply.

### **13 Business growth through partnering arrangements and alliances**

- 13.1** The Parties 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.
- 13.2** 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.

## **14 Transmission of business**

**14.1** 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 Determination
- (ii) transmits to a new employer the business or any part of the business covered by this Determination.

**14.2** 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.

**14.3** 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, clause 9 - Dispute resolution of this Determination 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.

**14.4** 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 Determination, any applicable Award, policy or common law contract or other relevant employment arrangement applicable at the time of the proposed transmission.

**14.5** 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 Leave (Sick and Carer's)
- (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.

**14.6** 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 or (subject to Australian Tax Office rulings) Schedule 7 Redundancy and Separation of this Determination. If, at the point at which an employee elects not to accept work with the new employer, the Council offers an employee a Level 1 Redundancy and this offer is rejected, any subsequent offer will be for a Level 2 redundancy only.

**14.7** Any dispute over the application of this Determination may be referred to the Queensland Industrial Relations Commission in accordance with the provisions of the dispute resolution clause of this Determination (clause 8).

## **15 Unforeseen outcomes of organisational change**

**15.1** The Parties are committed to continuous improvement in accordance with the terms of this Determination and anticipate that the outcomes of continuous improvement, organisation design and organisational change and other processes identified in this Determination will be dealt with in accordance with this Determination and Council procedures.

**15.2** The Parties acknowledge that this Determination is intended to be comprehensive and that, consistent with clause 3.6.3 No extra claims, there are no matters which have been reserved for further negotiation while this Determination is in operation.

**15.3** In the event that the outcome of organisational change was not anticipated by the Parties at the time of making this Determination and where this Determination 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.

- (i) 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:
  - (a) identify the outcome of organisational change which necessitates a new Agreement; and
  - (b) how this current Determination does not deal with the impact of this change; and
  - (c) the new proposal to address the unforeseen outcome of this change; and
  - (d) the distinct geographic area or business unit to which the proposed new Agreement will apply.
- (ii) Subject to satisfying the criteria outlined above, the relevant Parties will negotiate in good faith for a new Agreement.
- (iii) 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 2016* (Queensland).

- (iv) Any new Agreement lodged in accordance with the Act will prevail to the extent of any inconsistency with this Determination.
- (v) If the relevant Parties are unable to reach agreement:
  - (a) the relevant Parties may seek to resolve the matter through clause 9 - Dispute resolution contained in this Determination, or utilise appropriate provisions in the *Industrial Relations Act 2016*
  - (b) no Party can be forced to make a new Agreement and, in the absence of agreement, the status quo shall remain.

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

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

### **16 Achieving Zero Harm**

#### **16.1 Principles**

- 16.1.1 The Parties are all committed to Zero Harm in the way the Council business is conducted. The Parties will continue to promote and involve employees in developing safe, healthy and fair workplaces.
- 16.1.2 The Parties 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 in order to lead positive Zero Harm cultural change.
- 16.1.3 The Parties 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.
- 16.1.4 Working together, Council management, employees and unions will:
- (i) undertake hazard identification and risk assessment
  - (ii) implement and review control measures
  - (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.
- 16.1.5 The Parties are committed to promoting safe and healthy behaviours and learnings to encourage an active and healthy workforce.
- 16.1.6 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 Zero Harm sub-committee.

#### **16.2 Managing drugs and alcohol in the workplace**

Council provides a framework for the management and control of the risks associated with the effects of drugs and alcohol in the workplace to ensure that all persons are fit and able to be engaged in Council activities safely, in accordance with Zero Harm principles. For details, refer to Drug and Alcohol Management - Bracalba and Mt Coot-tha Quarries (HRP150) and Managing Drugs and Alcohol in the Workplace procedure (HRP151).

#### **16.3 Heat Fatigue**

Council has a Zero Harm Protocol which details Council’s risk based approach methodology used for the elimination or minimisation of heat related risks. For details, refer to Zero Harm Protocol 10.22 Heat Stress.

### **17 Workload management**

- 17.1 The Parties are committed to enhancing the health and wellbeing of employees and encourage a balance of work and lifestyle. The Parties 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.

**17.2** 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.

**17.3** The Parties 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.

**17.4** 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.

If an employee has a concern in relation to this clause, the dispute resolution clause within this Determination (clause 8) may be accessed.

## **18 Work and life**

**18.1** Council seeks to achieve the aims of Council's Our People 2020-2024 plan, which includes a commitment to workplace diversity and a balance between work and life.

**18.2** The Parties 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. The Parties will continue to demonstrate their 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.

## **19 Learning and career development**

- 19.1** The Parties are committed to lifelong learning at both an organisational and individual level.
- 19.2** Council recognises the diverse needs of employees within our organisation and will work with employees to address any learning and career development needs.
- 19.3** 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.
- 19.4** The Parties are committed to training and career development. 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.
- 19.5** The Parties recognise that in order to ensure efficiency, productivity and competitiveness, Council will commit to:
  - (i) Developing a skilled and flexible workforce; and
  - (ii) Providing career opportunities through appropriate training.
- 19.6** The Parties agree that DCCs are the appropriate vehicle to develop, oversee and review agreements for training, skills development and competency-based career development.
- 19.7** Where support is required to assist the Parties to enable career progression or implementation of any competency standards, the Parties will discuss the most appropriate approach to gaining such support.
- 19.8** Council will adhere to the classification structures outlined in this Determination and the relevant Award.

## **20 Apprenticeships and traineeships**

- 20.1** Council recognises the value of developing its own capability through the employment of apprentices and trainees. 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.

- 20.2** Subject to business needs and the long term sustainability of the organisation, Council commits to employment programs with a targeted focus on key occupational groups necessary to build capability for delivery in critical business areas and/or areas of growth.
- 20.3** To ensure compliance with the above, matters relating to apprentices and trainees may be included as an agenda item at JCC in accordance with the Charter in Schedule 3 of this Determination.

## **21 Retraining, placement and separation**

- 21.1** The Parties recognise that sustainable employment depends upon improving competitiveness, implementing better systems and improving processes in all areas of Council. The Parties 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.
- 21.2** 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, Retraining and Placement Procedure) will be used to manage the impact on affected employees.

## **D Conditions of employment**

### **22 Parental Leave**

**22.1** The following paid Parental Leave options including adoption and surrogacy leave will be available to eligible employees, in accordance with HRP022 Leave Procedure, as outlined below:

- (i) Birth Related Leave of 6 weeks: available to the birth parent (the person who gives birth to a child) at or around the time of birth. May be combined with either one of Primary Caregiver Leave or Secondary Caregiver Leave, to a maximum of 18 weeks.
- (ii) Primary Caregiver Leave of 12 weeks: available to the parent who will be the primary caregiver of the child and to be taken as a single block within 12 months of the child's birth. Where an employee seeks to take this leave in multiple blocks, it requires the approval of the delegate in advance of the leave commencing, taking into consideration the needs of the employee and the business. May not be combined with Secondary Caregiver Leave.
- (iii) Secondary Caregiver Leave of 4 weeks: Available to the parent who is not the primary caregiver and to be taken as a single block within 12 months of the child's birth. Where an employee seeks to take this leave in multiple blocks, it requires the approval of the delegate in advance of the leave commencing taking into consideration the needs of the employee and the business. May not be combined with Primary Caregiver Leave.

**22.2** Improvements to Primary caregiver leave (increase to 12 weeks) and Secondary caregiver leave for adoption and surrogacy (increase to 4 weeks) will only apply to new periods of paid parental leave commencing at or from the commencement date of this Determination.

**22.3** The birth parent will continue to require a medical certificate demonstrating fitness to work in their normal duties in order to work within the six weeks before or after birth.

**22.4** Where both parents are employees of Council, only one parent may access Primary caregiver leave or Secondary caregiver leave for each pregnancy/child (these leave types may not be combined).

**22.5** Other arrangements for paid and unpaid Parental leave including adoption and surrogacy leave, will continue to apply as outlined in the relevant Award and procedure.

**22.6** Council agrees to review and update HRP022 Leave Procedure, in accordance with the relevant process as outlined at clause 3.6.2 of this Determination, to reflect these new arrangements.

**22.7** The Parties 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. The Parties 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.

**22.8** Parental Leave provisions of this Determination shall be in addition to any state or federal statutory parental Leave entitlements.

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



- 23.1** Time off in lieu is an option to the payment of overtime for employees.
- 23.2** 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.
- 23.3** 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.
- 23.4** 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).
- 23.5** 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.
- 23.6** A maximum of five days, at the employee's normal working hours, may be accrued at any time.
- 23.7** 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.
- 23.8** Unless time is taken within four calendar months of its date of accrual or an agreement has been reached under clause 23.5, it must be paid out. However, employees are encouraged to take time off in lieu within one month of its accrual.
- 23.9** 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 Agreement and other pay rises on the potential cost of paying out accrued time.
- 23.10** Allowances will be paid when the overtime is worked, not when the time off in lieu is taken.
- 23.11** 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.

## **24 Half Pay Annual Leave**

- 24.1** Annual Leave may be taken at half pay to spread the Annual Leave over a longer period.
- 24.2** Applications for Half Pay Annual Leave will not be unreasonably denied, taking into consideration the following:
- (i) Whether the taking of half-pay annual leave meets the area's business and operational requirements;
  - (ii) The employee's current leave balance to ensure accrued leave remains below Council's maximum leave accrual rate; and
  - (iii) The ability to provide coverage for the leave period, including the cost associated with arranging coverage.
- 24.3** The minimum period at half pay is one week (ie. 5 days for a full time employee/ 2.5 days at half pay), pro-rata for part-time employees, however shorter periods may be approved in exceptional circumstances. The maximum period to be doubled is four (4) weeks (i.e. up to a total of eight (8) weeks at half pay) or five (5) weeks at half pay for eligible shift workers as outlined in the relevant Award.
- 24.4** 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.

- 24.5** Please consider that while leave is at half pay, deductions are based on full 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.

## **25 Half Pay Long Service Leave**

- 25.1** Long Service Leave may be taken at half pay to spread the Long Service Leave over a longer period.
- 25.2** The minimum period at half pay is one week (ie. 5 days for a full time employee/ 2.5 days at half pay), pro-rata for part-time employees), however shorter periods may be approved in exceptional circumstances. 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).
- 25.3** 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.
- 25.4** Please consider that while leave is at half pay, deductions are based on a full week's 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.

## **26 Domestic and Family Violence (DFV) Leave**

- 26.1** Council is committed to providing a safe workplace for all employees. Council aims to support employees who are involved in domestic violence. Domestic and family violence is an extremely sensitive issue that affects individuals, families, and communities.
- 26.2** The Parties to this Determination commit to the following principles that underpin this clause:
- (i) Paid leave for employees experiencing family and domestic violence as outlined at clause 26.4;
  - (ii) Confidentiality of employee details;
  - (iii) Enabling Zero Harm by having safety planning strategies to ensure protection for employees;
  - (iv) Support for employees affected by family and domestic violence by providing information and referral to a professional external agency;
  - (v) Support for employees to access relevant leave/flexible work arrangements;
  - (vi) Training for Contact Officers to direct employees to available support such as EAP and other services; and
  - (vii) Protection against adverse action, discrimination, harassment or bullying as a result of any disclosure, experience or perceived experience relating to domestic and family violence.
- 26.3** Council will also provide employees and their immediate family members with access to the Employee Assistance Program (EAP) which provides free confidential counselling (face to face, telephone or online) and access to a wide range of information and support resources. It is available to all Council employees and their immediate family members (those residing in the same household).
- 26.4** Entitlement

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

- (i) Up to 10 days paid leave per calendar year for full-time employees (non-cumulative).
- (ii) The leave is to be paid at the employee's base rate of pay (e.g. no shift penalties).
- (iii) The leave is pro-rata for part-time and flexible permanent part-time employees (e.g. a part-time employee who works three days per week will have access to up to six days paid leave).
- (iv) Casual employees are entitled to paid DFV leave only for rostered work already advised/ released which falls within the requested leave period, For example, if a casual employee requests 2 weeks DFV leave (10 working days) and has been rostered for 6 shifts in that period, only 6 days paid DFV will be considered). The relevant Divisional Manager may use discretion in approving the amount of leave taken up to a maximum of 10 days.
- (v) This leave may also be available to employees supporting another person experiencing domestic and family violence.

#### **26.5 Leave approval**

- (i) Employees may make requests to access DFV leave directly to the Divisional Manager.
- (ii) Where requests are made via the employee's supervisor/manager, the request for leave is to be immediately escalated to the relevant Divisional Manager to ensure confidentiality to the employee affected. This may occur by the Supervisor/Manager of the employee making contact with the Divisional Manager's office to discuss the request.
- (iii) In the event an employee requires assistance with making an application for DFV leave, Council Contact Officers or a HR representative will be available to provide support to the employee making an application for DFV Leave to the relevant Divisional Manager.

**26.6** Council will not discriminate or take action against employees because they have requested and/or accessed DFV leave.

## **27 Industrial Relations training leave**

**27.1** As outlined in the Employee and Industrial Relationships clause of this Determination (clause 6), Council recognises that unions and their delegates have a role to play on behalf of employees in consultative processes and in resolving grievances and disputes. To support this, permanent and temporary employees who are workplace delegates or nominated union members of the relevant union may access paid Industrial Relations Education Leave.

**27.2** This leave is only available to eligible workplace delegates or nominated union members of union Parties to this Determination. The leave may be accessed by workplace delegates or nominated union members for the purposes of attending training, seminars, conferences, executive meetings and any other union events.

**27.3** Requests to access this leave are to be made in SAP, with notification to the Employee Relations Manager and including details about the training, seminar, conference or executive meeting.

**27.4** Up to 35 days per union for workplace delegates or nominated union members may be granted each calendar year (non-cumulative) taking into consideration any business impact.

**27.5** To assist in the planning and completion of this training, unions agree:

- (i) to formally advise Council of each accredited workplace delegate within three months of the commencement date of this Determination
- (ii) to formally advise Council of each new accredited workplace delegate appointed during the term of this Determination
- (iii) to advise the Joint Consultative Committee on a periodic basis of the nature and number of people that may be involved in training, conferences, seminars and executive meetings.

## **28 Superannuation**

**28.1** Brisbane City Council will either:

- (a) Contribute the required superannuation on behalf of each employee to a compliant superannuation fund of the employee's choosing; or
- (b) make contributions in accordance with the governing rules of LGIA super.

**28.2** In the event an employee does not make a choice in accordance with clause 28.1(a), the default superannuation fund will be Local Government Superannuation Plan (Qld) (LGIAsuper).

**28.3** Employees who immediately proceed from a period of paid Parental leave to unpaid Parental leave will continue to receive applicable employer superannuation contributions to a maximum of 12 months. This will be paid based on the rate of pay the employee would have received had they not been on Parental leave. This applies on each occasion that an employee accesses paid Parental leave. This arrangement will only apply to new periods of unpaid Parental leave commencing at or from the commencement date of this Determination.

**28.4** Prior to exercising choice, Council recommends all employees, including those currently on a defined benefit scheme, seek independent financial advice.

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

## **29 Local Area Arrangements and Special Arrangements**

**29.1** The special arrangements outlined in Schedules 8, 9 and 11 represent the only special arrangements to be retained. The special arrangements in this Determination replace any previously agreed Local Area Arrangements (LAAs) or special arrangements. No further LAAs/special arrangements will be negotiated during the life of this Determination. Any previously agreed LAAs/special arrangements which are not outlined in Schedules 8 - 11 of this Determination shall cease to have any operation or effect from the date that this Determination comes into operation.

**29.2** Nothing in this clause precludes the making of a new Agreement in the event of unforeseen circumstances, as provided for in clause 15.

**29.3** Special arrangements - roster changes

**29.3.1** Any provision of this Determination which specifically provides for the actual terms of the roster (for example, pattern of ordinary hours, arrangement of ordinary hours, changes to start and finish times) for a work group or work area may be changed by agreement between Council and the majority of employees, in accordance with the following process:

- (i) All employees directly affected by proposed roster changes are to be consulted.
- (ii) Employees may be represented by their union representative.
- (iii) Concerns raised during consultation by individual employees relating to personal circumstances will be considered on a case-by-case basis, giving consideration to operational requirements.
- (iv) Agreement shall be deemed to have been reached if the consent of greater than 50% of employees directly affected is obtained.
- (v) Neither Party is to unreasonably withhold agreement to any proposed roster change.
- (vi) Changes or proposals for change in accordance with this clause during the life of this Determination will not be “extra claims” within the meaning of clause 3.7 of this Determination.
- (vii) Any disputes arising from the application of this clause including genuine concerns that agreement is being unreasonably withheld, shall be dealt with in accordance with the dispute resolution clause in this Determination (clause 8).
- (viii) This clause does not override or replace any specific roster change process outlined within a special arrangement contained within this Determination.

29.3.2 For clarity, this clause does not apply to variation of rosters where the actual rostering arrangement is not specifically set out in this Determination. For rostering arrangements not contained within this Determination, relevant Award provisions will apply.

**Schedules – Administration****Schedule 1: Unions**

- a. Australian Rail, Tram and Bus Industry Union of Employees, Queensland Branch
- b. The Australian Workers' Union of Employees, Queensland
- c. Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
- d. Construction, Forestry, Mining and Energy Industrial Union of Employees, Queensland
- e. The Electrical Trades Union of Employees Queensland
- f. Plumbers & Gasfitters Employees' Union Queensland, Union of Employees
- g. Queensland Nurses and Midwives' Union of Employees
- h. Queensland Services, Industrial Union of Employees
- i. The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees
- j. Transport Workers' Union of Australia, Union of Employees (Queensland Branch)
- k. United Voice, Industrial Union of Employees, Queensland

**Schedule 2: Awards**

- (i) Brisbane City Council Salaried Staff Award – State 2016
- (ii) Brisbane City Council Operational and Trade Employees Award – State 2016
- (iii) Brisbane City Council Bus Transport Employees Award – State 2016

### Schedule 3: Charter of the Joint Consultative Committee

#### 1 Operating philosophy

- 1.1** Council's executive management team (EMT), together with all other Parties, agree to 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** The Parties 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** The Parties 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 may be established as determined by the Joint Consultative Committee.

#### 3 Constitution

The Parties are committed to improving the overall productive performance of the organisation and to achieving improved and effective consultation in the workplace. The Parties 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. The Parties also agree that effective cooperation is dependent upon effective and timely information sharing and genuine commitment from all Parties. It is therefore agreed to maintain 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 this Determination
- (iv) undertake specific responsibilities and activities in accordance with the current Determination
- (v) any other matter raised by union or management which impacts on the workforce.

**3.2.2** 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 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) Divisional Manager Organisational Services (Chair)
- (ii) Divisional managers
- (iii) One representative from each of the union Party to this Determination.

A Queensland Council of Unions nominee may attend and represent any relevant union Party if they are unable to attend.

**3.3.2** The Employee Relations Manager or nominated person 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 procedures, and other operational responsibilities. All union Parties 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** The quorum for JCC meetings is a minimum of three (3) management and three (3) union Parties.

**3.4.3** Special meetings may be convened to discuss particular issues or as less formal JCC Strategy Meetings, within the terms of reference.

### **3.5** Chair

Divisional Manager Organisational Services 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 executive officer will 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 all JCC members. 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 Sub-committees

**3.10.1** 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.

**3.10.2** 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 committees

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 decisions 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 Determination
- (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 Notice of Dispute 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 Party 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 procedures**

The following procedures, while outlined in this Schedule, do not form part of this Determination, in accordance with clause 3.6 HR Procedures and employee entitlements. These can be accessed from Council's intranet. Additional assistance is available from Help Phone on 340 71111.

- 1        **Joining Council**
  - (i)    Recruitment and Selection (HRP001)
  - (ii)   Appeals (Recruitment and Selection) (HRP005)
  - (iii)  Criminal History and Business History Checks (HRP011a)
  - (iv)   Working with children check (HRP011b)
  - (v)    Graduate Recruitment and Development (HRP010a)
  - (vi)   Base Grade / Entry Level Recruitment (HRP009)
  - (vii)  Ex-employees – Re-employment and Engagement (HRP006)
  - (viii) Induction (HRP002)
  - (ix)   Probation (HRP003)
  - (x)    Vacation Employment (HRP007)
  - (xi)   Classification of Roles (HRP113)
  
- 2        **Conditions and benefits**
  - (i)    Superannuation (including Salary Sacrifice) (HRP027)
  - (ii)   Corporate Wardrobe (HRP020)
  - (iii)  Employee Progression (HRP114)
  - (iv)   Flexible Employment Arrangements (HRP021)
  - (v)    Leave (HRP022)
  
- 3        **Managing people**
  - (i)    Code of Conduct (HRP040)
  - (ii)   Grievance (HRP146)
  - (iii)  Personal History Files (HRP044)
  - (iv)   Organisational Design (HRP148)
  - (v)    Managing Poor Performance and Misconduct (HRP130)
  
- 4        **Developing people**
  - (i)    Learning and Development (HRP060)
  - (ii)   Planning for Performance (HRP062)
  
- 5        **Leaving Council**
  - (i)    References and Service Statements (HRP080)

## 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 appropriate arrangements are in place to manage extended and/or recurrent absence and clarify processes for people leaving Council for medical reasons.

#### 2 Definitions

*Assisted reproductive technology* – Assisted reproductive technology (ART) refers to fertility treatments which are medically recognised and evidence based assisted reproductive technology.

*Council doctor* – Also referred to as Council Medical Officer. Refers to any registered medical practitioner appointed and paid by Council.

*Immediate family* – For the purpose of this schedule, '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 or step-parent (including same-sex partner of an employee's parent), grandparent, grandchild or sibling of the employee or of the spouse of the employee.

*Medical practitioner* – For the purpose of this schedule, a medical practitioner is a practitioner who is registered with the Medical Board of Australia or similar registration authority.

*Rehabilitation consultant* – Council's rehabilitation consultants possess qualifications and experience in rehabilitation case management and are engaged by Council to manage rehabilitation.

#### 3 Personal Leave (Sick and Carer's)

- 3.1** 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.
- 3.2** 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 annual entitlement will be accrued on a daily basis. 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.
- 3.3** 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.

3.4 Employees employed after the commencement date of this Determination will have their first year's Personal Leave entitlement credited on date of commencement (accessible in accordance with clause 3.1 of this Schedule). From the second year of employment, Personal Leave will accrue daily as outlined in clause 3.2 of this Schedule.

3.5 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 required to care for or support a member of their immediate family or household due to:
  - (a) illness or injury, or
  - (b) an unexpected emergency of the immediate family or household member, or
- (iii) where the employee is required to care for or support a person who has experienced domestic violence.

3.6 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 as outlined in clause 3.5 (ii) and (iii).

#### **4 Procedure requirements**

4.1 Taking of Personal Leave

4.1.1 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 Council 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.

Requests for Personal Leave due to carer requirements may require a medical certificate from a registered medical practitioner or other evidence to the satisfaction of Council. Where a medical certificate is required by Council, 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.

4.1.2 Any employee who is in receipt of a medical certificate is to treat both the document and the information contained within the medical certificate confidentially, in accordance with Council's Code of Conduct.

4.2 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.

#### 4.3 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).

##### 4.3.1 Personal medical appointments – access to Personal Leave (Sick)

In an emergency or when an employee cannot attend an appointment with a registered medical practitioner (including specialist appointments relating to pregnancy or assisted reproductive technology (ART)) outside normal working hours and attends such appointment during working hours, up to four hours of an employee's available Personal Leave balance will be allowed to enable attendance at such appointment. Evidence to Council's satisfaction may be required for each such appointment attended.

##### 4.3.2 Pregnancy, adoption or surrogacy appointments – access to Personal Leave (Carer's)

Where an employee attends a specialist doctor appointment relating to the pregnancy or assisted reproductive technology (ART) of their partner, or adoption or surrogacy, up to 4 hours of an employee's available annual Personal leave (Carer's) quota will be allowed to enable attendance at such appointment. Evidence to Council's satisfaction may be required for each such appointment attended.

#### 4.4 Sickness during leave

##### 4.4.1 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.

##### 4.4.2 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.

#### 4.5 Workers' Compensation

##### 4.5.1 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.

##### 4.5.2 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.

#### 4.6 Rehabilitation processes

##### 4.6.1 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.

4.6.2 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.

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

4.6.3 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.

4.6.4 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.

4.6.5 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.

4.6.6 The medical review may be undertaken by a Council doctor 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.

4.6.7 In addition to clause 4.6.5 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).

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.

#### 4.7 Recurrent absence

4.7.1 The Parties 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.

4.7.2 On referral to a rehabilitation consultant, 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.

4.7.3 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.

4.7.4 An employee who has been referred to rehabilitation under this provision may be required to provide medical certificates for every future absence.

4.7.5 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).

4.7.6 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.

4.7.7 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 Employee Relations regarding options to manage the employee.



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

#### 4.8 Retraining and placement

4.8.1 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.

4.8.2 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 Part B).

4.8.3 Once an employee has satisfied the above criteria, the employee will then be managed in accordance with Schedule 6 Part B Retraining and Placement Procedure – medical condition.

#### 4.9 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.

#### 4.10 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.

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

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

4.11.2 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.

4.11.3 Where an employee does not claim T&PD despite medical advice, access to Personal Leave will cease.

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

4.11.5 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.

## Schedule 6: Retraining and placement procedures

### Part A: 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 Council's need to ensure value for money with its commitment to retaining and retraining its 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 this Determination. 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 Organisation Design, 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

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

*Voluntary Redundancy* – The separation of a surplus employee from Council based on the employee's acceptance of Council's redundancy offer and subject to Australian Taxation Office rulings.

*Voluntary Redundancy package* – The monetary package provided to an employee who leaves 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, 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 where there is a decision by the Establishment and Coordination (E&C) Committee 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 (see Schedule 7 Part A). 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 Services, Passenger Services, 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 clause applies (clause 8 of this Determination).
- 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 of this Schedule. 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 of this Schedule, 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 Performance Leadership, 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 and Separation Procedure. (Schedule 7 Part A)
- 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 Determination pay increases and other Determination 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 Performance Leadership 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 of this Schedule 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 Performance Leadership process 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; and/ or
- (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 of this Schedule 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, they will be offered a Level 2 Voluntary Redundancy Package. (See the Redundancy and Separation Procedure, Schedule 7 Part A 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

## **Part B: 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 Council's need to ensure value for money with its preferred approach of retaining and retraining its 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 this Determination. 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 a 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 Council and the employee 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

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

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

*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 Services, Passenger Services, 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 clause applies (see clause 8 of this Determination).

**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 of this Schedule. 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 Performance Leadership, 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, Schedule 7 Part B, 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 Determination pay increases and other Determination 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 Determination increases 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 Performance Leadership 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 Performance Leadership process 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 Part B).



## 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 Determination.
- 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

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

*Retrenchment* – the termination of a surplus employee who is not needed for any available roles.

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

*Voluntary Redundancy* – The separation of a surplus employee from Council based on the employee's acceptance of Council's redundancy offer and subject to Australian Taxation Office rulings.

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

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

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

#### **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 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 where there is a decision by the Establishment and Coordination (E&C) Committee 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 (Schedule 6 Part A), 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 Part A Retraining and Placement Procedure – organisational change, clause 4.2.6 of this Schedule, 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 Employee Relations Manager, 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 Employee 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**

- (i) Severance payments for employees will be:
  - (a) 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 2009* and a minimum incentive payment of \$10,000 or 12 weeks' pay (whichever is greater)
  - (b) 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 2009*, capped at 52 weeks.
- (ii) Level 1 Package
  - (a) 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.
  - (b) 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.
  - (c) 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.
- (iii) Level 2 Package
  - (a) 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.

#### **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

- (i) Payment of leave entitlements is based on the employee's rate of pay at the date of separation from Council and includes:
  - (a) Annual Leave owing, including pro-rata leave
  - (b) pro-rata Long Service Leave for employees 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.
- (ii) 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 LGIASuper, or other compliant superannuation fund, 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 the relevant superannuation fund 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 Employee Relations
- (iv) ensure timely and accurate termination payments, and inform the relevant superannuation fund
- (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 relevant superannuation fund 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.**

(Note: refilling or redesigning 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 employee 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

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

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

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

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

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

#### 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 (Schedule 6 Part B).

**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 Employee Relations Manager, 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

- (i) 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 2009*. 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.
- (ii) 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.
- (iii) 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.
- (iv) In totaling the above, consideration is then given to the following limiting factors:
  - a) there is no minimum payment
  - b) a maximum payment of 52 weeks applies.

**4.3.2** Incentive payment

- (i) Incentive payment of \$6500 or eight weeks' pay, whichever is greater, provided the employee departs within two weeks of a written offer from Council, made through the appropriate manager or divisional manager.
- (ii) This payment may be used by the employee for out-placement career counselling advice and assistance.
- (iii) Where it is in Council's interests, and the employee agrees in writing, the departure date of the employee may be delayed.
- (iv) The pay rate that applies to the incentive payment is the employee's weekly pay rate at the date of separation from Council.
- (v) The incentive payment absorbs the Notice of Termination entitlements.

**4.3.3** Leave entitlements

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

**4.3.4** Sick Leave

- (i) 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.
- (ii) 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 LGIASuper, or other compliant superannuation fund, 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 is 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 relevant superannuation fund 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 Employee Relations
- (iv) ensure timely and accurate termination payments, and inform the relevant superannuation fund
- (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:
  - (a) 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
  - (b) 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 the relevant superannuation fund 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 engaged under the *Brisbane City Council Salaried Staff Award – State 2016* ('the Award').

#### 2 Annual salary rates Salaried Staff Employees

Classification	1st pay increase	2nd pay increase
	8 October 2021	8 April 2022
Band 1.1	55,067	56,168
Band 1.2	55,910	57,028
Band 1.3	56,801	57,937
Band 1.4	57,700	58,854
Band 1.5	58,753	59,928
Band 2.1	59,623	60,815
Band 2.2	60,649	61,862
Band 2.3	61,692	62,926
Band 2.4	62,786	64,042
Band 2.5	63,905	65,183
Band 3.1	65,040	66,341
Band 3.2	66,178	67,502
Band 3.3	67,313	68,659
Band 3.4	68,452	69,821
Band 3.5	69,584	70,976
Band 4.1	71,171	72,594
Band 4.2	72,537	73,988
Band 4.3	73,940	75,419
Band 4.4	75,347	76,854
Band 4.5	76,753	78,288
Band 5.1	79,321	80,907
Band 5.2	82,131	83,774
Band 5.3	84,938	86,637
Band 5.4	87,743	89,498
Band 5.5	90,552	92,363
Band 6.1	94,060	95,941
Band 6.2	97,568	99,519
Band 6.3	101,080	103,102
Band 6.4	104,587	106,679
Band 7.1	108,096	110,258
Band 7.2	111,608	113,840
Band 7.3	115,117	117,419

Band 7.4	118,627	121,000
Band 8.1	123,304	125,770
Band 8.2	126,810	129,346
Band 8.3	130,321	132,927
Band 8.4	133,826	136,503

### 3 Ordinary hours of work

**3.1** The ordinary hours of work are as per the Award unless otherwise detailed within this Schedule.

**3.2** 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.

### 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 calculating 10 consecutive hours off duty 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** 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.

**4.5** The provision of clauses 4.1 and 4.4 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** 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 Determination payments
- (ii) averaged payments that may include accrued time, penalties and/or allowances and/or other Determination 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 Determination, not at the annualised or averaged rate.

Any arrangements made in accordance with this clause will have no effect unless they are authorised by the Employee Relations Manager.

**6** Shift penalties

**6.1** Shift workers will be paid in accordance with the Award, unless otherwise provided for in this Schedule.

**6.2** 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.

**6.3** 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 relevant training wage award/order for Trainees 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 10 + 2	Yr 10 + 3	Yr 10 + 4	Yr 10 + 5
		Yr 11	Yr 11 + 1	Yr 11 + 2	Yr 11 + 3	Yr 11 + 4
		Yr 12	Yr 12 + 1	Yr 12 + 2	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, other than Indigenous Cadets, shall be paid in accordance with the following table.

**8.1.2** Cadetship rates are based upon the following percentage of the Brisbane City Council Determination 2023 pay rates 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
1 <sup>st</sup>	1	1
2nd	1	2
3rd	1	3
4 <sup>th</sup>	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 Determination shall absorb the 30% 'designated site' allowance contained in clause 18.5(d) of the Award.

### 9.2 Call-out provisions

9.2.1 An employee on stand-by who has been called out will be paid in accordance with clause 18.1(e) of the Award,

- 9.2.2** An employee who is not on stand-by and is called out will be paid at the appropriate overtime rate as outlined in clause 18.1 of the Award.
- 9.3** Leave in lieu
- 9.3.1** 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.
- 9.3.2** On 30 June each year, any leave in lieu accrued that is greater than 72.5 hours, apart from any retained ‘frozen’ leave, as outlined at clause 9.4 below, will be paid out at the employee’s prevailing (current) rate.
- 9.4** Frozen leave-in-lieu
- 9.4.1** Employees with leave-in-lieu balances that were ‘frozen’ as at date of certification of EBA6 Extension II can request access to, or request to be paid out this entitlement with the approval of their divisional manager.
- 9.4.2** From the date of agreement, employees can only accrue a maximum of 72.5 hours leave in lieu, apart from any retained (‘frozen’) leave.
- 9.5** Remote response
- 9.5.1** 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.
- 9.5.2** Notwithstanding clause 9.5.1, the nominated duty officer for Facility Services 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.
- 9.5.3** 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.
- 9.6** Remote response – non stand-by employees
- 9.6.1** An employee not on stand-by who is required 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 overtime in accordance with clause 18.1 of the Award.
- 9.7** Fire Control Stand-by (previously LAA 94/98)
- 9.7.1** Employees required to stand-by to respond to fire and natural disaster conditions will be paid at the rate of \$4.85 per hour:

- (i) Employees may be required to stand-by during set, specified hours on any day of the week, including weekends and public holidays.
- (ii) Employees will be required to stand-by for a minimum of 8 hours per day on weekends and public holidays, or 2 hours on week days.
- (iii) Subject to the minimums outlined above, hours of stand-by may be altered or amended at any time in order to satisfy Council's obligations in regard to the required level of preparedness for emergency incident response.
- (iv) Where possible, employees will be notified prior to ceasing work and/or leaving the workplace of the requirement to stand-by. In an emergency, employees who have agreed to be available or rostered for stand-by may be placed on stand-by at any time.
- (v) If weekend or public holiday stand-by is cancelled and the employee has not been notified prior to leaving work or prior to the weekend/holiday stand-by, the employee will be paid a minimum of 8 hours stand-by.
- (vi) If an employee is called upon to perform fire-fighting or other disaster response work, appropriate stand-by callout arrangements will apply as outlined at clause 18.1(e) of the Award. Payment of the stand-by allowance will cease while the employee is in receipt of a stand-by callout payment.
- (vii) Employees must remain contactable and within reasonable proximity, and must have any necessary personal protective equipment or other Council issue in their possession, in order to facilitate an immediate response while in receipt of the Fire Control Stand-by payment.
- (viii) Employees placed on stand-by must be suitably qualified and must have a valid drivers licence and be in possession of appropriate qualifications to operate necessary vehicles, plant and equipment, as supplied by Council for emergency response.

## **10** Telecommuting

**10.1** Employees working under an agreed Telecommuting Agreement may work their ordinary hours of work to suit 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 Award or this Determination.

## **11** Translation checker 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), 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** Licensed trade allowance
- 13.1** An allowance of \$21.86 per week will be payable to any Electrical Supervisor who is required by Council to hold an electrical licence and/or registration in order to perform their substantive role.
- 13.2** Where Council requires an Electrical Supervisor to hold an electrical licence in order to perform their substantive role, Council will reimburse the cost of such licence on an annual basis.
- 14** Christmas closedown and flex-time accrual
- 14.1** 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.
- 14.2** Employees covered by this Schedule 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 15.5 of the Award.
- 14.3** Employees who are unable to access time off in lieu of flex-time, in accordance with clause 15.5 of the Award, shall be entitled to accrue up to an additional 3 days (21 hours and 45 minutes) flex-time from 1 October to 31 December each year.
- 14.4** However before any additional flex-time is accrued, the extra time to be worked must be pre-approved by the employee’s team leader. Pre-approval will not be unreasonably withheld if there is genuine work available. The amount of additional flex time which may be accrued is to be considered in relation to the period of the closedown.
- 14.5** Any additional time off in lieu of flex-time accrued in accordance with clauses 14.3 and 14.4 shall be taken during Council’s Christmas closedown period.
- 14.6** 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 a longer period as may be agreed with the employee’s Manager.
- 14.7** From 1 January each year, employees who accrue additional flex-time in accordance with clause 14.3 above shall revert to their normal flex-time accrual arrangements.
- 15** Special arrangements
- (i) The following special arrangements replace any previously agreed Locally Agreed Arrangements (LAAs)/special arrangements. Any previously agreed LAAs/special arrangements which are not recorded in this Schedule shall cease to have any operation or effect from the date that this Determination comes into operation.

- (ii) With the exception of Flexible Work Agreements, the rostering arrangement under which an employee or group of employees operates as at the commencement date of the Determination will continue in force and effect under this Determination, subject to clause 29 of this Determination.

**15.1** Travel allowance – start/finish on construction site

- (i) Salaried employees of Brisbane Infrastructure, City Standards Construction Branch who are site-based and required to travel in their own time and by their own means to a construction work site shall be paid travel allowance of one hour per working day at their ordinary time rate.
- (ii) Further to clause 15.1(i), Construction Branch employees listed on the document titled “List of Salaried Construction employees in receipt of travel allowance” may continue to claim travel allowance of one hour per working day at their ordinary time rate when required to travel in their own time to a construction work site, irrespective of whether they are site based or travelling by their own means, while they remain in the substantive role held at the date of EBA9 certification.

**15.2** City Standards and night shift

Salaried Employees engaged on short-term night work in City Standards Road Surfacing (previously LAA 123/99 as outlined at clause 11.3 of Schedule 9) or permanent night shift in City Standards Asphalt Operations (previously LAA 11/02 (c) as outlined at clause 11.2 of Schedule 9) will be paid in accordance with the agreed arrangements for employees they supervise.

**15.3** Broadbanded roles

Employees engaged in the work units/areas contained in clause 15.3 shall be able to progress through the band structure in accordance with agreed Competency-Based Progression Framework arrangements.

**15.3.1** Support Services Centre

- (i) Revenue Management – between Band 1.1 to Band 5.4;
- (ii) Revenue Management Team Leaders – between Band 6.1 to Band 7.4.

**15.3.2** Broad-banded Technical Officers, Roads and Drainage – City Standards – Band 4 to Band 5 (previously LAA 03/04)

- (i) Band 4 Roads and Drainage Technical Officers who were engaged prior to the certification of EBA9 may continue with their Broadbanded arrangements and may progress to Band 5 where they meet the competencies and elect to do so.
- (ii) For employees engaged after certification of EBA9, appointment to Technical Officer roles will be via merit based recruitment to a vacancy. Band 5 Roads and Drainage Technical Officer roles will be advertised internally to Band 4 Technical Officers, and will only be advertised externally where no suitable internal candidate exists.

**15.3.3** Broad-banded Compliance Officers – Lifestyle and Community Services - Band 3 to Band 4 (previously LAA 40/00)

- (i) Licencing and Compliance Officers may progress through the individual pay points between Band 3.1 and Band 4.5, based on skill acquisition and demonstrated competency, in accordance with the agreed Compliance Officer Competency Based Progression framework.

- (ii) Employees under this arrangement may work under normal flex time arrangements between the hours of 6:30am – 6pm without the payment of penalties, by agreement between the Parties.
- (iii) Employees will not work greater than 8.5 hours per day without prior supervisor approval.

#### **15.3.4** Contact Centres

**15.3.5** Band 3 employees engaged prior to certification of the EBA8 may continue with their current progression/broadband arrangements and may progress to Band 4 if they choose to.

**15.3.6** For employees engaged after 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.

**15.3.7** Council will notify the relevant union where a permanent Band 4 Contact Centre role in the Correspondence, Training or Quality teams becomes vacant and Council decides not to backfill the role.

#### **15.4** City Parking

**15.4.1** Employees employed as Band 2 Cashiers-in-charge 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.

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

**15.4.3** 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.

**15.4.4** Work performed in addition to the employee's ordinary shift (additional unplanned working time caused by emergent issues), 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/flex.

**15.4.5** All TOIL must be taken within three months of accrual.

**15.4.6** Additional rostered hours (planned working time in addition to an employee's ordinary rostered shift of 8 hours 3 minutes), shall be paid as overtime at the appropriate rate.

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

**15.4.8** 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, and
- (iii) roster arrangements as listed above.

#### **15.4.9** Operations Co-ordinator.

The Operations Co-ordinator shall be paid at the Band 4 rate and shall work in accordance with the following shift conditions:

- (i) all ordinary shifts performed on Monday to Friday shall be paid at ordinary rates

- (ii) additional rostered hours (planned working time in addition to an employee's ordinary rostered shift of 8 hours 3 minutes) shall be paid as overtime at double time
- (iii) overtime performed Saturdays and Sundays shall be paid at double time.

## **15.5 Customer Contact Centres**

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

### **15.5.1 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). Employees 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.

### **15.5.2 Day work operational hours (Monday-Friday)**

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

### **15.5.3 After-hours shift work**

After-hours shifts can have varying start and finish times, as determined by business needs.

### **15.5.4 Shift allowances**

#### **(i) 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:

- (a) 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
- (b) 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
- (c) 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.

#### **(ii) 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).

### **15.5.5 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.

### **15.5.6 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).

**15.5.7** 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.

**15.5.8** Meal breaks – day workers

- (i) 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.
- (ii) 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.

**15.5.9** Rosters

- (i) 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.
- (ii) Where possible, management will endeavour to provide a minimum of two weeks' notice of an addition or change to the structure of the after-hours roster.
- (iii) A final draft of any changes to the after-hours roster is to be provided no later than two weeks prior to the commencement date.

**15.5.10** 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.

**15.5.11** Shift work criteria

- (i) 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:
  - (a) six months' day work experience
  - (b) not be under probation.
- (ii) To ensure adequate skills to undertake shift work, the following provisions shall apply.
  - (a) An assessment covering, but not be limited to the following areas:
    - (i) Quality – remote call monitoring and reworks
    - (ii) Productivity – occupancy
    - (iii) Responsibility – adherence to schedule
    - (iv) Work skills test – written skill
    - (v) Applicant initiated TL reference
    - (vi) Performance management processes in place.
  - (b) 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.

- (c) 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.
- (d) 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 15.5.2 of this Schedule, shall be paid for all such training time at ordinary rates.

**15.5.12** Flexible permanent part-time and/or permanent part-time employees

- (i) 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.
- (ii) After-hours work (Monday-Friday) shall be paid in accordance with clause 15.5.4 above.
- (iii) 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.

**15.5.13** Trading of shifts

The level of employee 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 employees, staff groups, management and unions.

**15.6** Libraries

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

**15.6.1** All work performed will be in accordance with the defined rosters.

**15.6.2** Daily hours are to be agreed between an individual and their supervisor within a 72.5 hour 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 Award.

**15.6.3** A rostered day is to be no more than 7 hours 30 minutes.

**15.6.4** Employees, other than flexible permanent part-time, may accrue additional hours by working flex-time subject to approval of their supervisor.

**15.6.5** Employees can have access to a nine-day fortnight, providing sufficient time has been accumulated.

**15.6.6** All RDOs are to be negotiated with the supervisor.

**15.6.7** Where customer service may be compromised by an employee taking an RDO, relief employees will be provided at the discretion of the team leader.

**15.6.8** It is expected that staff who are not rostered to work at a Monday opening library on Monday will access RDOs during closed time.

**15.6.9** 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.

**15.6.10** Time made up by an employee outside opening hours must be negotiated with their supervisor.

- 15.6.11** Employees must be available during library open hours as per the agreed roster.
- 15.6.12** Those employees who work a six-day roster (Monday to Saturday) have two consecutive days off, one of which must be a Sunday.
- 15.6.13** 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.
- 15.6.14** The Manager, Library Services will seek permission from the Divisional Manager, Lifestyle and Community Services, 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.
- 15.6.15** Sunday work may be included in normal work hours.
- 15.6.16** 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%.
- 15.6.17** 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.
- 15.6.18** 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.
- 15.6.19** Staff who volunteer will be given equal opportunity to work.
- 15.6.20** Any change in opening hours will be dealt with through the consultative process.
- 15.6.21** Library Services Operations will endeavour during opening hours to ensure that two employees are available at libraries, unless otherwise negotiated with the team leader.
- 15.6.22** After 6pm there must be two employees rostered on, excluding May through to August inclusive where two employees must be rostered on after 5pm.
- 15.6.23** 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 Determination.
- 15.7** Protocol and Civic Events Unit
- 15.7.1** Employees who occupy the following positions will be paid an annualised salary.

Position Title
Protocol and Civic Events Manager
Senior Protocol and Civil Events Officer
Protocol and Civic Events Officer
Assistant Civic Events Officer

- 15.7.2** The annualised salary for each of the above roles will be determined by using the appropriate salary rate plus an additional 15% loading.
- 15.7.3** 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 employee's ordinary rate for the purposes of calculating leave types, leave loading and superannuation.
- 15.7.4** The 10 hour break provisions in clause 4 of this Schedule 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.
- 15.7.5** The above arrangements shall be reviewed each year by the Manager of the work unit and the affected employees.
- 15.7.6** If agreement cannot be reached to maintain the above arrangements, one month's notice shall be given and employees' entitlements shall revert to the normal award conditions.
- 15.8** Sir Thomas Brisbane Planetarium
- 15.8.1** Permanent and temporary employees at the Sir Thomas Brisbane Planetarium shall work in accordance with the following conditions:
- (i) Ordinary time can be rostered between Monday and Sunday, inclusive.
  - (ii) Ordinary time worked in accordance with the roster on Saturday shall be paid a penalty of 50%
  - (iii) Ordinary time worked in accordance with the roster on Sunday shall be paid a penalty of 100%
  - (iv) all work performed outside of, or in addition to, the rostered hours shall be paid in accordance with the overtime provision of the Award, 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.
- 15.9** Traffic Management Centre
- 15.9.1** 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 shift worked Monday to Friday, except for any public holiday that falls on a week day, which shall be paid as per the Award



(ii) employees undertaking approved training courses will be paid as per their projected roster.

**15.10** Warehouse Logistics – Logistics Operations

**15.10.1** 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.

**15.10.2** 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.

**15.10.3** 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.

**Schedule 9: City Service Employees****1** Application

This Schedule applies to employees engaged under the Operational Services, Miscellaneous Worker, and Plant Operator classifications of the Brisbane City Council Operational and Trade Employees Award – State 2016 ('the Award').

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

Classification	1 <sup>st</sup> pay increase	2 <sup>nd</sup> pay increase
	8 October 2021	8 April 2022
City Service Employee – Entry	996.90	1,016.80
City Service Employee Grade 1	1,012.90	1,033.20
City Service Employee Grade 2	1,029.80	1,050.40
City Service Employee Grade 3	1,047.10	1,068.00
City Service Employee Grade 4	1,064.90	1,086.20
City Service Employee Grade 5	1,082.60	1,104.30
City Service Employee Grade 6	1,119.60	1,142.00
City Service Employee Grade 7	1,159.50	1,182.70
City Service Employee Grade 8	1,202.80	1,226.90
City Service Employee Grade 9	1,248.50	1,273.50
City Service Employee Grade 10	1,294.60	1,320.50
City Service Employee Grade 11	1,341.10	1,367.90
City Service Employee Grade 12	1,387.10	1,414.80
City Service Employee Grade 13	1,435.10	1,463.80
City Service Employee Grade 14	1,482.10	1,511.70

**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 calculating 10 consecutive hours off duty 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** 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.
- 3.5** The provision of clauses 3.1 and 3.4 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** 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 Determination payments
  - (ii) averaged payments that may include accrued time, penalties and/or allowances and/or other Determination 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 Determination, 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 Employee Relations Manager.
- 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.
- 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.
- 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, in consideration of the closedown period, 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 clause 6.3 shall be taken during Council’s Christmas closedown period, without loss of pay.
- 6.5** 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 a longer period as may be agreed with the employee’s Manager.
- 7** Competency based progression
- Competency based progression for specific roles in work units may be introduced 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
- The following provisions shall apply to employees covered by this Schedule other than those employees defined as Plant Operators.
- 9.1** Ordinary hours of work – day workers
- The ordinary hours of work prescribed for day workers may be worked on any five days in the week, Monday to Sunday inclusive.
- 9.2** Overtime – day workers
- 9.2.1** Unless otherwise prescribed in this Schedule, employees who are directed to work in excess of their ordinary hours of work on any 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.
- 9.2.2** 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.
- 9.2.3** 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.

**9.3** Stand-by allowance

**9.3.1** "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.

**9.3.2** 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.

**9.4** Call-out provisions

**9.4.1** 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.

**9.4.2** 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.

**9.4.3** 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', the overtime payment shall continue and a new minimum payment shall not apply.

**9.5** Stand-by on public holidays – leave-in-lieu provisions

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

**9.5.2** 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

**9.6** Frozen leave-in-lieu

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

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

**9.7** Remote response

**9.7.1** 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.

**9.7.2** 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 9.7.1 above.

- 9.7.3** 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 9.7.1 above, and
- (i) exceeds half an hour: the employee shall be paid in accordance with clause 9.7.2 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 9.7.3 above.
- 9.7.4** 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 9.4) in lieu of the remote response payment in accordance with clause 9.7.1 above.
- 9.8** Remote response – non stand-by employees
- 9.8.1** An employee who is not on stand-by and who is required to remotely monitor and/or access to address issues shall be paid a minimum of two hours at the appropriate overtime rate from the time of initial contact. If another call is received within the two hours, another payment shall not be made.
- 9.9** Non stand-by employees – call-back (recall) non-continuous overtime
- 9.9.1** 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.
- 9.9.2** 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 was called back to perform is completed in a shorter period.
- 9.9.3** 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.
- 9.10** Non stand-by employees – planned work (pre-arranged) overtime
- 9.10.1** 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.
- 9.10.2** 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 was required to perform is completed in a shorter period.
- 9.10.3** 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, from the time of leaving home to commence that work until they 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.
- 9.11** Fire Control Stand-by – Public Space Operations (previously LAA 93/98)
- 9.11.1** Employees required to stand-by to respond to fire and natural disaster conditions will be paid at the rate of \$4.85 per hour.

- 9.11.2** Employees may be required to stand-by during set, specified hours on any day of the week, including weekends and public holidays.
- 9.11.3** Employees will be required to stand-by for a minimum of 8 hours per day on weekends and public holidays, or 2 hours on week days.
- 9.11.4** Subject to the minimums outlined above, hours of stand-by may be altered or amended at any time in order to satisfy Council's obligations in regard to the required level of preparedness for emergency incident response.
- 9.11.5** Where possible, employees will be notified prior to ceasing work and/or leaving the workplace of the requirement to stand-by. In an emergency, employees who have agreed to be available or rostered for stand-by may be placed on stand-by at any time.
- 9.11.6** If weekend or public holiday stand-by is cancelled and the employee has not been notified prior to leaving work or prior to the weekend/holiday stand-by, the employee will be paid a minimum of 8 hours stand-by.
- 9.11.7** If an employee is called upon to perform fire-fighting or other disaster response work, appropriate stand-by callout arrangements will apply as outlined at clause 9.4 of this Schedule. Payment of the stand-by allowance will cease while the employee is in receipt of stand-by payments.
- 9.11.8** Employees must remain contactable and within reasonable proximity, and must have any necessary personal protective equipment or other Council issue in their possession in order to facilitate an immediate response while in receipt of the Fire Control Stand-by payment.
- 9.11.9** Employees placed on stand-by must be suitably qualified and have a valid driver's licence and be in possession of appropriate qualifications to operate necessary vehicles, plant and equipment, as supplied by Council for emergency response.
- 9.12** Crib breaks
- 9.12.1** 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.
- 9.12.2** 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.
- 9.13** 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 \$13.45 shall be paid, and to a further meal or meal allowance for every additional four hours worked thereafter. If the Award meal allowance is increased by General Ruling during the life of this Determination the increase will be passed on.
- 9.14** Start and finish on site allowance
- City Standards Operational Services employees will be paid an allowance of \$27.93 per ordinary working day for travelling to and from site in their own time, whether in a Council vehicle or by their own means, in accordance with the following conditions:
- Employees must:
- (i) commence work on site (other than a depot or recognised centre),
  - (ii) with all tools and equipment,

- (iii) at their designated start time, and
- (iv) finish work on site.

Employees who ordinarily start work on site but are directed to attend the depot at the start of shift in order to meet a specified business need will continue to be eligible for payment.

Employees who ordinarily start work in the depot who request to start and finish on site may be approved to do so where it meets business needs.

**9.14.1** Operational Services employees covered by the following special arrangements will be entitled to payment of Start and finish on site allowance when meeting the prerequisite conditions contained within those arrangements:

- (i) Clause 11.1 Owner Drivers
- (ii) Clause 11.11 Asphalt Maintenance

**9.15** Operational Services employees not in City Standards and not covered by any special arrangement within this Schedule will be paid in accordance with Award clause 25 Excess Travelling time and fares (Travel allowance) when meeting the prerequisite Award conditions.

**9.16** Working with asbestos

**9.16.1** Employees who are required to work with materials containing asbestos as outlined in Clause 13.3.1 (a) of the Award including mandatory wearing of protective equipment, will be paid in accordance with the arrangements outlined in the Award.

**9.16.2** Employees engaged in asbestos eradication shall be paid in accordance with the same conditions as outlined in Clause 13.3.1 (b) and (c) of the Award, with the exception that asbestos eradication will be defined as work involving the removal or any other method of neutralisation of any materials which consist of, or contain, asbestos.

**10** Review of shift arrangements

Council and relevant unions agree to review shift arrangements during the life of the Determination, with consideration to standardisation of the following:

- (i) arrangements for long term night shift and short term night work arrangements including penalty rates, overtime payments, breaks and leave arrangements
- (ii) the process for employees moving on and off shift arrangements

This review will be conducted in accordance with the relevant requirements of clauses 6 and 15 of the Award and schedule 12 this Determination, including the requirements for consultation and agreement.

Council agrees, at a minimum, to include the following work areas arrangements in this review:

- (i) Asphalt and Aggregates Branch
- (ii) Compliance and Regulatory Services
- (iii) Construction Branch
- (iv) Public Space Operations



**11** Special arrangements

- (i) The following special arrangements replace any previously agreed Locally Agreed Arrangements (LAAs)/special arrangements. Any previously agreed LAAs/special arrangements which are not recorded in this Schedule shall cease to have any operation or effect from the commencement date of this Determination.
- (ii) With the exception of Flexible Work Agreements, the rostering arrangement under which an employee or group of employees operates as at the commencement date of this Determination will continue in force and effect under this Determination, subject to clause 29 of this Determination.

**11.1** Owner Driver arrangements**11.1.1** 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.
- (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 11.1.1(iv) of this Schedule no earlier than three months of the review date by applying to vary the Award by consent
- (vi) The current Owner Driver Truck hire and kilometre rates, as at the commencement date of this Determination, will continue to apply.
- (vii) The Award 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.

**11.1.2** Casual Owner Driver Travel time:

- (i) Casual Owner Drivers are to be paid \$27.93 per day 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) If the casual owner driver 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.

The hourly Owner Driver Water Tank and Pump Hire allowances will be paid at the rate of \$5.32 from the commencement date of this Determination.

**11.2** Asphalt Operations permanent night work (previously LAA 11/02 (c))**11.2.1** Employees who are day workers in City Standards Asphalt Operations who engage in permanent night work will be paid in accordance with the following arrangements:

- 11.2.2** 25% loading on day rates for work performed during normal night shift hours.
- 11.2.3** Overtime that is in addition to an ordinary shift (continuous overtime) at the rate of 200%. Overtime on Saturdays and Sundays and rostered days off to be paid in accordance with Award provisions.
- 11.2.4** Flexibility bonus at 25% of the Grade 5 rate to be paid subject to the following:
- (i) Working a 4 night week (9.5 hours per shift) Monday – Thursday
  - (ii) Staggered meal and smoko breaks to ensure continuous production
  - (iii) Flexibility in starting times (1 hour either side of 7pm, with 3 days notice of change). Truck drivers and operators to start before surfacing team.
  - (iv) Truck drivers to assist surfacing team while waiting on site.
  - (v) Surfacing team members to drive trucks on-site during driver’s meal breaks (if licenced)
- 11.2.5** Employees may request to move to nights or request to return to days, giving consideration to the needs of the business and employees’ family circumstances.
- 11.2.6** Permanent employees to be paid:
- (i) Personal leave – including 25% loading and Flexibility bonus up to four consecutive shifts. Personal leave in excess of four consecutive shifts will be paid at normal day rates; and,
  - (ii) Annual leave – including 25% loading and Flexibility bonus (in lieu of annual leave loading).
- 11.3** Asphalt Operations short term night work (previously LAA 123/99)
- 11.3.1** Employees who are day workers in City Standards Road Rehabilitation who engage in programs of short term night work (night work which is less than 6 weeks) will be paid in accordance with the following arrangements:
- (i) Employees paid at the rate of 182.25% of their base rate for actual hours worked (calculated on the basis of an ordinary shift of 8 hrs 27 mins paid at Saturday penalty rates)
  - (ii) Employees performing programs of short term night work will work between the hours of 6pm – 6am Monday to Friday, with a minimum of 38 hours in any calendar week (this may consist of days and nights in any combination)
  - (iii) Overtime that is in addition to an ordinary night work shift (continuous overtime) paid at 200%. Overtime on Saturdays and Sundays and rostered days off to be paid in accordance with the provisions for day workers contained at clause 9.2 of this Schedule
  - (iv) Cessation of work due to wet weather and mechanical breakdown to be paid at ordinary day rates (up to a maximum of 8hrs 27mins)
- 11.3.2** These arrangements will only apply to employees working in the Road Rehabilitation section, with the exception of casual Owner Drivers, a stand-by fitter from City Fleet, and a suction broom operator from City Cleansing, as required.
- 11.3.3** This arrangement may be revoked with 1 week’s notice by agreement of the Parties at any time.
- 11.4** City Standards – Structures
- 11.4.1** Structures employees will be rostered 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.

**11.5** Urban Cleansing – Malls shift work

- (i) Employees shall work in accordance with the agreed roster/s and overtime will be distributed evenly between employees.
- (ii) 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).
- (iii) RDOs may fall on any day of the week.
- (iv) The following additional shift penalty rates shall apply:
  - (a) Monday-Friday – 15% for all shifts starting before 7am or finishing after 4pm
  - (b) Saturday – 50% for all shifts
  - (c) Sunday – 100% for all shifts.
- (v) During the life of this Determination it is agreed that the above arrangements may be reviewed and, if agreed between the Parties, the arrangements can be altered to reflect such agreement.

**11.6** CARS (Compliance Officers – Central Parking, City Safety and Environment Management Team)**11.6.1** 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 may be required, and in consideration of Zero Harm as outlined in Clause 16 of this Determination.

**11.6.2** Meal Breaks

A 30-minute meal break is to be taken not later than 5 hours after the commencement of ordinary work.

**11.6.3** Progression and skill development

- (i) Progression through the graded Compliance Officer 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.

**11.6.4 Multi-Skilled Officers**

The following special conditions, which are outlined further from clauses 11.6.5 to 11.6.10, apply to Compliance Officers who are Multi-Skilled:

- (i) Flexibility allowance
- (ii) Ordinary hours
- (iii) Shift work
- (iv) Meal breaks
- (v) Rosters
- (vi) Overtime

**11.6.5 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.

**11.6.6 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.

**11.6.7 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.

**11.6.8 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.

#### **11.6.9 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 of advice of the roster change being given.
- (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.

#### **11.6.10 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.

#### **11.6.11 Wet conditions**

- (i) In the case of rain, where a Compliance Officer is unable to continue working without becoming wet, the officer is to proceed to their vehicle or the nearest suitable cover to seek direction in relation to continuing to work.
- (ii) In emergency situations requiring immediate action, the Compliance Officer may continue to work in the rain in order to make the situation safe before proceeding to shelter to seek direction.
- (iii) In the situations outlined in (ii), the actual time while working in the rain will be paid at the rate of double time with a minimum payment of 15 minutes. All other work carried out in the rain must first be authorised by the Compliance Officer's team leader.

### **11.7 City Standards (City Cleansing)**

**11.7.1** 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.

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

### **11.8 Gym Instructors – Brisbane City Council Gym – rates and conditions**

**11.8.1** 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 this Determination, the terms of the Schedule are to be preferred and applied.

**11.8.2** Rate of pay

- (i) 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.

1 <sup>st</sup> pay increase	2 <sup>nd</sup> pay increase
8 October 2021	8 April 2022
\$57.5429	\$58.69376

- (ii) Payment for work performed shall be calculated on a per class basis with no minimum class requirement.
- (iii) The rate payable is inclusive of the 23% casual loading.

**11.8.3** Hours of work

- (i) 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.
- (ii) 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.

**11.8.4** Miscellaneous

- (i) Clause 11.8 is to enable group activity class instructors to be employed by Brisbane City Council.
- (ii) 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.
- (iii) Individuals employed in this capacity shall at all times follow the reasonable directions of the Wellness Consultant.
- (iv) Other suitably accredited employees of Brisbane City Council shall, in addition to their substantive employment positions, be able to also work as casual group activity class instructors, provided that any additional hours of work resulting from this arrangement shall:
- be considered as a second engagement
  - be payable at the rates specified in clause 11.8.2
  - not incur any entitlement to overtime
  - not be recognised for the calculation of any entitlement related to the employee's substantive position.

**11.9** Car Park Attendants

- (i) Car Park Attendants, including casual employees, shall be paid at the Grade 5 rate.
- (ii) Car Park Attendants shall work shift work in accordance with the agreed roster.
- (iii) Shift allowances shall not apply to Car Park Attendants as the Grade 5 rate contains a component for compensation for shift work.
- (iv) Shift workers shall be entitled to a 30 minute paid crib break for all shifts worked.
- (v) All overtime worked by shift workers shall be paid at the rate of 200%.

(vi) All work performed by shift workers on a Public Holiday shall be paid at the rate of 250%.

**11.10** Plant Operator Travel Allowance (previously LAA 01/11/01)

**11.10.1** Employees classified as Plant Operators under the Award will be entitled to the following travel allowance payments.

**11.10.2** Employees who are engaged as Plant Operators after the commencement date of this Determination, and who meet the requirements for payment of travel allowance under the Award, will be paid in accordance with Award provisions.

**11.10.3** Employees engaged as Plant Operators as at the commencement date of this Determination will be paid a weekly travel allowance of \$110.85588 when required to travel in their own time to and from a worksite by their own means within the boundaries of the Brisbane City Council.

(i) Employees who report to a worksite outside the boundaries of the Brisbane City Council will be paid travelling time to and from the worksite from the Brisbane City Council boundary. This additional payment will be at the employee's classification level, with a minimum payment of 15 minutes. This payment is to be in addition to the weekly allowance provided for in clause 11.10.3.

(ii) These travel allowances are to cover all time and costs with travelling and transporting Council equipment in the employee's private vehicle.

(iii) The weekly allowance as detailed in clause 11.10.3 shall be used for the purposes of superannuation, paid during annual leave (attracts leave loading), personal leave (sick), long service leave, bereavement leave and workers compensation. In regards to the payment of this allowance during periods of personal leave (sick), it will only be payable to a maximum of five consecutive working days in any occasion.

(iv) A worksite is as defined by the Award and is one other than the employee's usual commencing depot or recognised centre.

**11.11** Asphalt Maintenance (formerly LAA 01/01)

**11.11.1** Employees in City Standards Asphalt Maintenance will continue to work in accordance with the following arrangements unless otherwise agreed in accordance with clause 30.3 of this Determination:

**11.11.2** Rates of pay will be averaged to allow for working two Saturdays out of every three while working in accordance with the agreed roster so that employees will be paid a 14% loading – treated as an all-purpose payment applicable to public holidays, overtime and superannuation.

Employees will generally be rostered off on public holidays. If rostered off, employees will receive a day in lieu. Employees will start work at the depot and finish at the last worksite for that day. A travelling allowance of \$27.93 will be paid per day in addition.

Where a regular Asphalt Maintenance worker is absent (short term) and a replacement worker is required, Asphalt workers who are rostered off will be given first choice as replacement.

**11.12** Survey Assistant Travel Allowance (previously LAA 05/05)

**11.12.1** Survey Assistants will be paid a travel allowance equal to one hour at the Grade 5 rate. This allowance is payable for each working day the employee is required to commence and/ or finish work in the field.

- 11.13** City Standards Cartage Drivers (previously LAA 31/00)
- 11.13.1** This arrangement applies to cartage truck drivers working in Asphalt Operations, Asphalt and Aggregates Branch, City Standards.
- 11.13.2** Employees driving cartage trucks within the below size categories will be paid the Operational Services Employee classification level as detailed. Employees driving cartage trucks of any other size category will be paid the equivalent Operational Services Employee classification level under the Award.
- (i) Rigid/ articulated vehicles with 3 axles or more with a G.V.M. greater than 22.4 tonne and rigid/ articulated vehicles and heavy trailer combination with 3 or more axles and a G. C. M. up to 32 tonne - Operational Services Employee Grade 6
  - (ii) Articulated or rigid vehicles with a G.C.M. greater than 32 tonne including dual rear axle vehicles towing tag trailers, dog trailers, pig trailers or semi trailers - Operational Services Employee Grade 7.
- 11.13.3** All cartage truck drivers are required to multi-skill and may be directed to carry out such duties as are within the limits of their skill, competence and training consistent with the classification framework of the Award.
- 11.13.4** Where cartage truck drivers multi-skill as described above, rather than solely engage in cartage truck driving, all relevant allowances provided for in Schedule 9 of this Determination and in the Award are claimable where the prerequisite conditions are met.
- 11.14** City Standards City Cleansing drivers (previously LAA 38/00)
- 11.14.1** This arrangement applies to City Cleansing drivers within City Cleansing, Public Space Operations, Field Services.
- 11.14.2** City Cleansing drivers will be paid equivalent to the Operational Services Grade 6 classification in lieu of all allowances and other payments.
- 11.14.3** City Cleansing drivers are responsible for the operation and maintenance of dual engine, multifunctional special cleansing vehicles on designated road surfacing and construction sites. City Cleansing drivers may also be required to perform laboring duties in conjunction with other team members (e.g. compactor, routine cleansing, hosing footpaths).
- 11.14.4** When vehicles are not available due to mechanical breakdown, drivers may be requested to undertake alternative duties other than driving. In response to emergency situations, drivers will be required to perform duties other than driving within their capabilities.
- 11.14.5** City Cleansing drivers working day or night shifts may be required to change shifts to meet business needs. Where shift changes are required, adequate notice and consultation will occur prior to any change. Allowance will be made so as not to discriminate against any employee with a valid reason or family commitment not to change shifts.
- 11.14.6** Drivers will start and finish at other Council depots as required without additional payment.



**Schedule 10: Passenger Services Employees****1 Application**

This schedule applies to Transport for Brisbane Passenger Services Employees engaged under the Brisbane City Council Bus Transport Employees Award – State 2016 (“the Award”).

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

The following pay rates will apply to all Passenger Services Employees.

Classification	1 <sup>st</sup> pay increase	2 <sup>nd</sup> pay increase
	8 October 2021	8 April 2022
Passenger Services Assistant Level 1	1012.10	1032.30
Passenger Services Assistant Level 2	1028.40	1049.00
Passenger Services Assistant Level 3	1045.20	1066.10
Passenger Services Employee Level 1	1042.10	1062.90
Passenger Services Employee Level 2	1059.80	1081.00
Passenger Services Employee Level 3.1	1068.80	1090.20
Passenger Services Employee Level 3.2	1077.50	1099.10
Passenger Services Employee Level 4.1	1092.10	1113.90
Passenger Services Employee Level 4.2	1101.60	1123.60
Passenger Services Employee Level 4.3	1110.60	1132.80
Passenger Services Employee Level 4.4	1120.80	1143.20
Passenger Services Employee Level 4.5	1132.20	1154.80
Trainee Bus Operator Level 1	958.80	978.00
Trainee Bus Operator Level 2	1042.10	1062.90

**3 Other conditions****3.1 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.

**3.2 Bus Operator Progression**

Permanent Bus Operators may progress between classification levels as outlined below.

<b>Classification Level</b>	<b>Progression Period</b>	<b>Progression Criteria</b>
Bus Operator Level 1 to 2	12 months	Satisfactory performance and completion of 12 months at Level 1, and competencies confirmed as per Award.
Bus Operator Level 2 to 3.1	12 months	Satisfactory performance and completion of 12 months at Level 2, and competencies confirmed as per Award.
Bus Operator Level 3.1 to 3.2	6 months	Satisfactory performance and completion of 6 months at Level 3.1.
Bus Operator Level 3.2 to 4.1	12 months	Satisfactory performance and completion of 12 months at Level 3.2, and competencies confirmed as per Award.
Bus Operator Level 4.1 to 4.2	6 months	Satisfactory performance and completion of 6 months at Level 4.1.
Bus Operator Level 4.2 to 4.3	6 months	Satisfactory performance and completion of 6 months at Level 4.2.
Bus Operator Level 4.3 to 4.4	6 months	Satisfactory performance and completion of 6 months at Level 4.3.
Bus Operator Level 4.4 to 4.5	6 months	Satisfactory performance and completion of 6 months at Level 4.4.

### 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 dispute resolution clause of this Determination will apply (clause 8)
- (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.

### 3.4 Workplace trainers engaged at training centres

**3.4.1** Bus Operators are able to apply for permanent and temporary Band 4 Transport for Brisbane Workplace Trainer vacancies in accordance with Council's Recruitment and Selection procedure.

**3.4.2** Where successful, Bus Operators will be appointed as Salaried Staff employees at Band 4 Pay Point 5. All conditions of employment will be in accordance with this Determination (with the relevant Employee Schedule being Schedule 8) and the Brisbane City Council Salaried Staff Award – State 2016.

**3.4.3** Where a Bus Operator who holds a roster position/ line is appointed to a temporary Band 4 Workplace Trainer role, they will be able to return to the same roster position/ line at the conclusion of their temporary appointment.

**3.4.4** This clause does not limit Transport for Brisbane's ability to review the requirements of the Training School including the Workplace Trainer role.

### 3.5 Depot Based Trainers

**3.5.1** During the life of this Determination, the Parties agree to engage in discussions about the arrangements for depot based trainers, which includes the work currently undertaken by route and mentor trainers. The purpose of these discussions is for Transport for Brisbane to detail the business requirements and expectations, as well as the appropriate roster structure and payment arrangements when depot based trainer work is undertaken

### 3.6 Trainee Bus Operators

**3.6.1** 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 9 months' employment

- (b) after the completion of 9 months' employment they will progress to Passenger Service Employee Level 1 and will remain at that level until the successful attainment of Certificate III in Driving Operations qualification
- (c) upon the attainment of the qualification, and subject to meeting performance management criteria, employees will be offered permanent employment and progress to Passenger Service Employee Level 2 rate.

**3.6.2** 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.

### 3.7 Training arrangements

**3.7.1** The training program content and assessment will be geared toward a two-year program.

**3.7.2** 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.

**3.7.3** Transport for Brisbane will continue to provide access to the bus operator induction training course for the purposes of union encouragement

**3.7.4** 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.

### 3.8 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.

Bus Operators	Casual Bus Operators
6 shirts	3 shirts (an additional 2 shirts are available after 2 weeks on road working an average of 25 hours per week)
4 pants (or shorts, trousers or skirts or a mixture)	2 pants (or shorts, trousers or skirts or a mixture)
1 belt	1 belt
1 shoes	1 shoes
6 socks (or 3 pairs of stockings)	5 socks (or 3 pairs of stockings)
2 woolen articles (vest, pullover, cardigan, double-breasted vest, or double-breasted cardigan)	1 woolen article (vest, pullover, cardigan, double-breasted vest, or double-breasted cardigan)
1 parka	1 parka
1 umbrella	1 umbrella
1 hat (optional)	1 hat (optional)
1 tie (optional)	
1 watch	

### **3.9** Transport for Brisbane Consultative Committees

**3.9.1** The Parties recognise that there are particular safety and security issues specific to Bus Operators. On this basis, the Parties have agreed on a process to deal with those issues in the matter outlined in this clause.

**3.9.2** As part of the ongoing commitment to consultation, a sub-committee of Transport for Brisbane's Divisional Consultative Committee (DCC), referred to as the Bus Design and Security Consultative Committee, will meet on an 'as required' basis, not less than quarterly, to oversee and address:

- (i) safety and security issues; and
- (ii) Issues associated with the design of new buses or proposed modifications to buses.

Terms of reference and protocols for the operation of this sub-committee, which will comprise at least two representatives of the ARTBU, will be determined by the DCC.

### **3.10** Rostering

**3.10.1** 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 Transport for Brisbane's rostering and scheduling parameters are consistent with current legislative, statutory and Award requirements.

**3.10.2** 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.

**3.10.3** 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.

**3.10.4** 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.

**3.10.5** Consultation relative to rostering arrangements will be conducted through a depot based roster consultation committee. Employee representatives on the consultation committee should be drawn from each roster-group and be democratically elected from all employees in each group. The ballot process for the election of the employee representative/s is to be decided at the DCC, and then implemented in each depot using the WUCC to run the ballot.

**3.10.6** The role of the roster consultation committee will not limit Transport for Brisbane'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.

**3.10.7** 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.

### **3.11** Stand Alone Time

- 3.11.1** Where the Council requires Bus Operators to participate in consultation and communication activities, it will be undertaken in Stand Alone Time, which will be paid at ordinary rates. A minimum payment of 15 minutes will apply, and the activity is not to extend for a period of more than two hours. Stand Alone time will not be considered in the calculation of overtime and other payments.
- 3.11.2** An opportunity will be given for employees to complete activities in Stand Alone Time at a time convenient to the employee. If no convenient time can be arranged, the time will be scheduled by Transport for Brisbane.
- 3.11.3** Operational arrangements for the completion of activities 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.
- 3.11.4** Stand Alone Time will also be payable where a Bus Operator is required by the Council to take reasonable steps to investigate and correct a pay error, which has been identified or confirmed by the relevant Team Leader or Depot Manager.
- 3.11.5** It is recognised that any activities undertaken in Stand Alone Time will not compromise the obligation to ensure that minimum rest periods are taken.
- 3.11.6** 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 Transport for Brisbane requires a consultative approach to employee relations. The nature of Transport for Brisbane'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, Transport for Brisbane 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 depot Manager.
  - (iii) Specific arrangements for the allocation of time covered by these two 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 two 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.
- 3.12** Performance management of employees
- 3.12.1** The unique nature of the environment in which Passenger Services Employees work is acknowledged by the Parties to this Determination. 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.

**3.12.2** The procedures referenced in Schedule 4 of this Determination 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. Transport for Brisbane will validate the basis of any complaint prior to any action being taken.

**3.12.3** Council will continue to apply performance and complaint handling processes in the workplace and continually seek opportunities to enhance the outcomes achieved for all Parties.

**3.13** Passenger Services Assistant Level 3 arrangements

A Passenger Services Assistant Level 3 classified at Pay Classification 28BA0301 listed in this Determination 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 Transport for Brisbane. 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 Transport for Brisbane and a suitable vacancy exists in which these skills can be applied.

**3.14** Casual Bus Operators

**3.14.1** Casual Work

**3.14.2** A casual employee is one who may be engaged where required. When engaged, they are done so by the hour and paid as such. Work for a casual Bus Operator, where available, will be forward forecast for 3 calendar days at any one time. Where such work is cancelled without 2 hours' notice, the casual will receive 2 hours' pay.

**3.14.3** Minimum engagement

**3.14.4** Except as provided for in clause 3.14.5, a casual Bus Operator will receive a minimum payment as for 3 hours' work for each work period. A maximum of two work periods can be worked in each day and a work period is not deemed to have ended by the taking of a meal break where the employee resumes work immediately afterwards.

**3.14.5** Where a casual Bus Operator is engaged on a designated "Work as directed or Waiting Time Duty" referred to in this Determination as a "WAD", they will receive a minimum payment as for 3 hours' work. Only one WAD shift can be designated per day. If a casual employee then signs on for a second period of work in the day, the second period will not be regarded as a WAD.

**3.14.6** Progression

**3.14.7** Casual Bus Operators 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 Bus Operator
- (b) are assessed as being eligible to progress using the existing performance appraisal mechanism for the progression of full-time Bus Operators.

**3.14.8** Progression beyond Passenger Services Employee Level 2 is available through the traineeship pathway. Where a casual Bus Operator has progressed to Passenger Services Employee Level 2 and takes up the offer of a traineeship, they will continue to be paid at the equivalent rate for the duration of the traineeship, rather than as provided in Clause 3.6.1. Where the employee is then offered a permanent role in accordance with the conditions outlined in Clause 3.6.1 (c), they will progress to Passenger Service Employee Level 3 immediately upon commencement in the permanent role.

**3.15** Bus drivers authorisation

Passenger Services Employees will 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 their eligibility to hold a Bus Drivers Authorisation. Consistent with Council's aspirations to becoming a Zero Harm organisation, employees will advise Transport for Brisbane 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 Determination will be applied in supporting employees who report issues in accordance with this clause.

**3.16** Sign on and sign off times

In lieu of the provisions contained in clause 15.4 of the Award, sign on time shall be 10 minutes and sign off time shall be 10 minutes.

**3.17** Time off in Lieu of Overtime

**3.17.1** 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.

**3.17.2** 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. The 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.

**3.18** Transfers to another depot

The depot transfer system as detailed below will continue to.

- (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 12 months' 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 transferees 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.

### **3.19** Bus passes

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

### **3.20** Overtime

#### **3.20.1** 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's 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.

### **3.21** Job security

To provide secure employment and support the objectives of this Determination, there will be no contracting out of bus services operated by Transport for Brisbane as at 30 June 2010.

### **3.22** Annual Leave – bus assistants

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 commencement date of this Determination.

### **3.23** Allowances

#### **3.23.1** Meal allowance

- (i) A meal allowance of \$13.45 will be paid to Bus Operators for all additional work in excess of normal rostered work (except late running and work on days off). If the meal allowance is increased by General Ruling during the life of this Determination the increase will be passed on.
- (ii) Bus Assistants who are required to continue working for more than one hour immediately after their ordinary ceasing time shall be provided with a meal or be paid a meal allowance of \$13.45, and to a further meal or meal allowance for every additional four hours worked thereafter. If the meal allowance is increased by General Ruling during the life of this Determination the increase will be passed on.

#### **3.23.2** 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.

**3.23.3** Dirty Toilets allowance

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

**3.23.4** 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.

**3.23.5** HR licence allowance

Clause 13.1 of the Award – Articulated Bus Allowance will be referred to as the HR Licence Allowance for the purpose of this Determination. The HR Licence 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.

**3.23.6** ‘NightLink’ Allowance

- (i) A NightLink service is a special service that fulfils the following criteria:
  - (a) operates either Saturday or Sunday morning; and
  - (b) operates between 12.30am and 6am.
- (ii) If a bus operator works a NightLink service an allowance of \$10.27525 per hour for time worked between 1.30am and 4.30am will be payable. This payment will be increased by the general percentage pay increases specified in clause 10 of this Determination during the life of this Determination.
- (iii) 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 Building Trades and Engineering/Electrical Trades classifications of the *Brisbane City Council Operational and Trades Employees Award – State 2016* (“*The Award*”).

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

Classification	1 <sup>st</sup> pay increase 8 October 2021			2 <sup>nd</sup> pay increase 8 April 2022		
	Base	Over Award Paymen	Total	Base	Over Award Paymen	Total
Apprentice Trades Stage 1	433.10	37.00	470.10	441.80	37.70	479.50
Apprentice Trades Stage 2	595.50	50.70	646.20	607.40	51.70	659.10
Apprentice Trades Stage 3	811.90	69.90	881.80	828.10	71.30	899.40
Apprentice Trades Stage 4	974.40	83.60	1058.00	993.90	85.30	1079.20
Apprentice Trades Stage 5	1082.60	97.40	1180.00	1104.30	99.30	1203.60
Adult Apprentice Stage 1	914.90	37.30	952.20	933.20	38.00	971.20
Adult Apprentice Stage 2	914.90	50.70	965.60	933.20	51.70	984.90
Adult Apprentice Stage 3	914.90	70.00	984.90	933.20	71.40	1004.60
Adult Apprentice Stage 4	974.40	83.60	1058.00	993.90	85.30	1079.20
C14 Trade Services Assistant	915.00	142.40	1057.40	933.30	145.20	1078.50
C13 Trade Services Assistant	936.80	142.40	1079.20	955.50	145.20	1100.70
BW1a Trade Services Assistant	958.30	142.40	1100.70	977.50	145.20	1122.70
C12 Trade Services Assistant	976.00	142.40	1118.40	995.50	145.20	1140.70
BW1b Trade Services Assistant	980.90	142.40	1123.30	1000.50	145.20	1145.70
BW1c Trade Services Assistant	996.90	142.40	1139.30	1016.80	145.20	1162.00
C11/BW1d Trade Services Assistant	1016.10	142.40	1158.50	1036.40	145.20	1181.60
BW2 Trade Services Employee	1046.90	142.40	1189.30	1067.80	145.20	1213.00
C10/BT1 Trade Services Employee	1082.60	142.40	1225.00	1104.30	145.20	1249.50
C9/BT2 Trade Services Employee	1129.20	142.40	1271.60	1151.80	145.20	1297.00
C8/BT3 Trade Services Employee	1175.60	142.40	1318.00	1199.10	145.20	1344.30
C7 Trade Services Employee	1221.00	142.40	1363.40	1245.40	145.20	1390.60

C6 Trade Services Employee	1315.80	142.40	1458.20	1342.10	145.20	1487.30
C5 Trade Services Employee	1363.40	142.40	1505.80	1390.70	145.20	1535.90

## 2.1 Apprentices

The terms of the relevant training wage award/order for Apprentices, 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, inclusive of casual loading as outlined in the relevant Order for Apprentices, will apply to all School Base Apprentices in this Schedule

Classification	1 <sup>st</sup> pay increase	2 <sup>nd</sup> pay increase
	8 October 2021	8 April 2022
School Based Apprentice Trades Year 1	\$19.57043	\$19.96184
School Based Apprentice Trades Year 2	\$20.91431	\$21.33259

## 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. 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 days off.

**3.2** 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 Council 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 calculating 10 consecutive hours off duty where the actual time worked is less than two hours on such recall.
- 5.3** 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** 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.
- 5.6** The provision of clauses 5.1 and 5.4 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.
- 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 Determination payments
  - (ii) averaged payments that may include accrued time, penalties and/or allowances and/or other Determination 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 Determination, 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 Employees Relations Manager.
- 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, in consideration of the closedown period, 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 clause 7.3 shall be taken during Council's Christmas closedown period, without loss of pay.
- 7.5** 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 a longer period as may be agreed 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.
- 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 at that time 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 as outlined in the Award and this Determination, are as listed at clauses 9.2 to 9.13.
- 9.2** Shift allowances
- 9.2.1** Shift allowance
- A 15% shift allowance for afternoon and night shifts is payable, except as otherwise provided in this Determination.
- 9.3** Night work allowance - traffic signals
- 9.3.1** A 25% night work allowance, in lieu of any shift or other special allowance that might otherwise have been paid, is payable for all ordinary time worked between 6pm and 6am by employees engaged on traffic signals.

**9.4** Licenced trade allowance

**9.4.1** An allowance of \$21.86 per week will be payable 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.

**9.4.2** The licenced trade allowance 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 an 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 Council to possess an electrical contractors' licence.

**9.5** Other Award Allowances

**9.5.1** The following Award allowances will continue to apply where employees meet the stated Award requirements:

**9.5.2** Tool allowance of \$25.80 per week for all trades, but shall not be paid while employees are absent on Annual Leave.

**9.5.3** Meal allowance of \$13.45. If the meal allowance is increased by General Ruling during the life of this Determination the increase will be passed on.

**9.5.4** First aid allowance as provided by the Award.

**9.5.5** Leading hand (and special responsibilities) allowance, as provided by the Award with the following exception:

A qualified plumber who has one or more employees under their control will be entitled to claim Leading Hand Allowance in accordance with clause 13.3.16 of the Award. Provided that if a qualified plumber is claiming leading hand allowance for supervision of an apprentice, the leading hand allowance will be paid as a daily allowance, and will not be taken into consideration in the calculation of overtime, payment for annual leave, sick leave, public holidays, weekend work, etc.

**9.6** 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 the Award.

**9.7** 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.

**9.8** Traffic site allowance

City Standards – Signs and Lines employees will be paid the all purpose over-award payment as outlined at clause 13.2.1 of the Award for work engaged in performing work on roads carrying traffic.

**9.9** Work in the rain

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

**9.9.2** 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 Council, 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 payment of one hour.

**9.10** 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, with a minimum payment of 3 hours. Provided that no additional payment will apply if one or more instances of live sewer work occurs within a 3 hour minimum payment period..

**9.11** Fares and travelling allowance

**9.11.1** Regular shop, workshop or depot employees sent out to any job and who travel in the Council'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.

**9.11.2** 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 Council'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 commencement of Determination
Within Brisbane City Council boundaries	\$23.00

**9.11.3** 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.

**9.11.4** In addition, if such an employee is required by the Council to travel from job to job on the same day, the Council 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.

**9.11.5** Vehicle allowance

Where the Council 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.

**9.12** 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.



**9.13 Working with asbestos**

Employees who are required to work with materials containing asbestos as outlined in Clause 13.3.1 (a) of the Award including mandatory wearing of protective equipment, will be paid in accordance with the arrangements outlined in the Award.

Employees engaged in asbestos eradication shall be paid in accordance with the same conditions as outlined in Clause 13.3.1 (b) and (c) of the Award, with the exception that asbestos eradication will be defined as work involving the removal or any other method of neutralisation of any materials which consist of, or contain, asbestos.

**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 for work outside ordinary hours 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.

**10.2.3** 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 provisions**

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

**10.3.2** 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 Frozen leave-in-lieu**

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

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

**10.5 Remote response**

**10.5.1** 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.

**10.5.2** 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 10.5.1 above.

**10.5.3** 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 10.5.1 above.

**10.5.4** 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 10.5.1 above, and

- (i) exceeds half an hour: the employee shall be paid in accordance with clause 10.5.1 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 10.5.1 above.

**10.6** 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 a minimum of two hours at the appropriate overtime rate from the time of initial contact. If another call is received within the two hours, another payment shall not be made.

**10.7** Non stand-by employees – call-back (recall) non-continuous overtime

**10.7.1** 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.

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

**10.7.3** 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.

**10.8** Non stand-by employees – planned work (pre-arranged) overtime

**10.8.1** 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.

- 10.8.2** 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 was required to perform is completed in a shorter period.
- 10.8.3** 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 from the time of leaving home to commence that work until 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** Classification and Reclassification  
During the life of this Determination, Council and the AMWU commit to the continuation of the process for classification of employees that has been underway since the certification of EBA9. This will include Council making information available on the process of classification and development opportunities to meet business needs.
- 12** Review of shift arrangements  
Council and relevant unions agree to review shift arrangements during the life of the Determination, with consideration to standardisation of the following:
- (i) arrangements for long term night shift and short term night work arrangements including penalty rates, overtime payments, breaks and leave arrangements
  - (ii) the process for employees moving on and off shift arrangements
- This review will be conducted in accordance with the relevant requirements of clauses 6 and 15 of the Award and schedule 12 of the Brisbane City Council Determination 2023, including the requirements for consultation and agreement.
- Council agrees, at a minimum, to include the following work areas arrangements in this review:
- (i) Asphalt and Aggregates Branch
  - (ii) Compliance and Regulatory Services
  - (iii) Construction Branch
  - (iv) Public Space Operations
- 13** General employment conditions  
The following provisions shall apply to employees covered by the Award other than those employees defined as Building Trades employees.
- 13.1** Ordinary hours of work – day workers
- 13.1.1** The ordinary hours of work prescribed for day workers may be worked on any five days in the week, Monday to Sunday inclusive.
- 13.1.2** 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.
- 13.2** Penalties – day workers
- 13.2.1** 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.

- 13.2.2 All ordinary hours of work performed on Sunday shall be paid for at the rate of double time.
- 13.3 Overtime – day workers
- 13.3.1 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.
- 13.3.2 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.
- 13.3.3 Employees who are required to work overtime commencing after midnight on Friday and before 6am Saturday and who continue to work overtime beyond 6am Saturday shall be paid for all such overtime worked after 6am at the rate of double time
- 13.4 Crib breaks
- 13.4.1 Employees who are required to continue working for more than one hour after the ordinary ceasing time on any day shall be allowed a paid crib break of 30 minutes for crib after the first hour worked.
- 13.4.2 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.
- 13.5 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 9.5.3 of this Schedule shall be paid, and to a further meal or meal allowance for every additional four hours worked thereafter.
- 13.6 Crib Breaks – Engineering and Electrical Trades employees**
- Clause 18.2(j)(ii) (E/E – D)(2) and (3) of the Award relating to weekend cribs does not apply.
- 14 Special arrangements**
- (i) The following special arrangements replace any previously agreed Locally Agreed Arrangements (LAAs)/special arrangements. Any previously agreed LAAs/special arrangements which are not recorded in in this Schedule shall cease to have any operation or effect from the date that this Determination comes into operation.
  - (ii) With the exception of Flexible Work Agreements, the rostering arrangement under which an employee or group of employees operates as at the date of commencement of the Determination will continue in force and effect under this Determination, subject to clause 30 of this Determination.
- 14.1 City Standards and night shift
- Trade Services employees engaged on short-term night work in City Standards Road Surfacing (previously LAA 123/99 as outlined at clause 11.3 of Schedule 9) or permanent night shift in City Standards Asphalt

Operations (previously LAA 11/02 (c) as outlined at clause 11.2 of Schedule 9) will be paid in accordance with the agreed arrangements for employees they supervise.

14.2 Transport for Brisbane Bus Garages

14.2.1 Trades Services employees, other than shift workers, who work at existing Transport for Brisbane 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.

14.2.2 The intent of clause 14.2.1 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.

14.2.3 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.

14.3 City Standards – Fleet Services

14.3.1 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.

14.3.2 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.

14.3.3 Employees will be rostered 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.

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

14.4 City Standards – Structures

14.4.1 Structures employees will be rostered 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.

**Schedule 12: Agreed continuing rostering arrangements**

The following are the rostering arrangements which will continue in operation at the commencement of this Determination in accordance with clauses 16 (ii) of Schedule 8; 11(ii) of schedule 9; and 14(ii) of Schedule 11. Changes to these arrangements will be by mutual agreement in accordance with the process outlined at clause 30 of this Determination:

Schedule and clause	Special arrangement	Rostering arrangement
Schedule 8, clause 15.10	Warehouse logistics – Logistics operations	9 day fortnight
Schedule 8, clause 15.2 Schedule 9, clause 11.2 Schedule 11, clause 14.1	Asphalt Operations permanent night work	4 day week 9.5 hours per shift, Monday to Thursday Start times 1hr either side of 7pm
Schedule 8, clause 15.2 Schedule 9, clause 11.3 Schedule 11, clause 14.1	Asphalt Operations, short term night work	Based on ordinary hours of 8hrs 27mins per day Hours 6am-6pm, Monday to Friday
Schedule 9, clause 11.4	City Standards Structures	4 day week, 6am – 4pm each day (Cross River Bridge Maintainers) 9 day fortnight (all other employees)
Schedule 9, clause 11.11	City Standards Asphalt Maintenance	4 day week 9.5hrs per day, Monday to Saturday In accordance with agreed roster including two Saturdays in every three
Schedule 11, clause 14.3	City Standards Fleet Services	4 day week Start and finish to achieve 6:30am-6pm
Schedule 11, clause 14.4	City Standards Structures	4 day week, 6am-4pm (Story Bridge workshop employees)

