

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

South Bank Employing Office Employees' Certified Agreement - 2008

Matter No. CA/2008/319

Commissioner Thompson

27 November 2008

CERTIFICATE

This matter coming on for hearing before the Commission on 27 November 2008 the Commission certifies the following written agreement:

South Bank Employing Office Employees' Certified Agreement - 2008 – CA/2008/319

Made between:

South Bank Employing Office (ABN 149 657 039 47)

AND

The Queensland Public Sector Union of Employees.

The agreement was certified by the Commission on 27 November 2008 and shall operate from 27 November 2008 until its nominal expiry on 30 June 2010.

This agreement cancels:

South Bank Corporation Employees' - Certified Agreement (CA/2000/271);
South Bank Corporation Employees' - Certified Agreement 2002 (CA2002/547); and
South Bank Corporation Employees' - Certified Agreement (CA/2004/632).

By the Commission.

Commissioner Thompson

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s.156

South Bank Employing Office

AND

The Queensland Public Sector Union and Another

(No. CA 319 of 2008)

**SOUTH BANK EMPLOYING OFFICE EMPLOYEES'
CERTIFIED AGREEMENT 2008**

THIS AGREEMENT made under the *Industrial Relations Act 1999*, on 30 October 2008, between South Bank Employing Office **and** the Queensland Public Sector Union (“the Union”) witnesses that the parties mutually agree as follows:

Certified Agreement No. 632 of 2006 is hereby cancelled.

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PART 1 - APPLICATION AND OPERATION

1.1 Title

This Agreement shall be known as the South Bank Employing Office Employees' Certified Agreement - 2008.

1.2 Objectives

South Bank Employing Office is a Queensland Government Statutory Authority established by the *South Bank Corporation Act 1989* (as amended).

South Bank Parklands is an important public leisure and tourism facility providing world class services to the public generally and domestic and international tourists, 365 days per year and up to 24 hours per day.

South Bank Employing Office is responsible for the provision of management, promotional and operational services, which necessitates Employing Office employees being available to attend to relevant duties at times scheduled to meet those needs in a competitive and efficient manner.

To achieve these goals, the Employing Office and its employees acknowledge that an appropriate level of flexibility must be incorporated into work practice arrangements, sufficient to enable the Employing Office to ensure that:

- 1.2.1 appropriate employee resources are available at times to meet relevant business needs;
- 1.2.2 employee resources are efficiently organised;
- 1.2.3 the demands placed on employees do not impact adversely on their personal lives (outside working hours); and
- 1.2.4 opportunities are provided for employees to improve their skills and experience through formal and “on the job” training programs.

This Agreement has been negotiated by the parties as an endeavour to recognise the needs of the enterprise and employees and to facilitate achievement of the Employing Office’s objectives.

1.3 Definitions

For the purpose of this Agreement:

- 1.3.1 “Full-Time Employee” shall mean an Employee engaged as such.
- 1.3.2 “Part-Time Employee” shall mean an Employee engaged as such and who is regularly employed for an average of not less than 40 hours per 4 week cycle and not more than 128 hours over a four week roster cycle.
- 1.3.3 “Casual Employee” shall mean an Employee engaged as such who is employed by the hour.
- 1.3.4 “Temporary Employee” shall mean an Employee appointed as such who is engaged for a set period of time to fill a temporary vacancy, assist with a special project of specified duration or take up work occasioned by a Full-Time or Part-Time Employee being absent on leave or other absences from duty.
- 1.3.5 “Union” shall mean the Queensland Public Sector Union of Employees (Queensland Branch).
- 1.3.6 “Employment Policies & Procedures Manual” shall mean the document of that title produced by the Employer.

1.4 Commencement Date

This Agreement is to operate from the date of Certification by the Queensland Industrial Relations Commission (“the Commission”) until 30 June 2010.

1.5 Parties Bound

This Agreement shall apply to The Queensland Public Sector Union of Employees (“the Union”) and South Bank Employing Office (the “Employer”) as the Employer and its Employees, for whom classifications and rates of pay are prescribed by this Agreement, engaged in or in connection with or incidental to all of the Employer’s operations at South Bank, including all facilities incidental thereto and no other Agreement shall apply.

1.6 No Extra Claims

This Certified Agreement is in full and final settlement of all matters contained within it, and all Union or employee claims relating to employee rights and entitlements. Accordingly, the Union or employees cannot pursue any extra claims, nor take any industrial action (whether protected or otherwise) concerning any such matters.

PART 2 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

2.1 Consultative Mechanisms and Procedures in the Workplace

- 2.1.1 The parties to this Agreement agree that Employee participation and close consultation between the Employer and its Employees represents an opportunity to improve the quality of the working life of all Employees, the quality of

management and the quality of services provided, thereby improving job security for Employees and profitability for the Employer.

- 2.1.2 The parties agree that achievement of these objectives requires commitment from the Employer and its Employees to the principles and practices of information sharing, Employee participation and to participation in staff development.
- 2.1.3 For effective communication between the parties, each recognises that an atmosphere of mutual trust must continually be developed, and there must be an ongoing commitment to an effective communication program throughout the Enterprise.
- 2.1.4 It is important that there is active participation by Employees and the Employer on issues which may affect job security, the quality of working life, changes in workplace methods, social and welfare matters, the way in which work is performed, and Employee services and facilities.
- 2.1.5 Regular meetings between management and staff will be held to discuss the issues outlined in subclause 2.1.4.

2.2 Introduction of Major Change in the Workplace

2.2.1 Employment Security

The Employer is committed to providing employment security for its employees. It is the Employer's intention that future organisational change and restructuring be limited in scale. All organisational change would need to demonstrate a clear benefit and enhanced service delivery with the objective to avoid unnecessary change that will not deliver demonstrable benefit to the employer or the community. The Employer is also committed to providing stability to its employees by limiting organisational restructuring and contracting out of services.

2.2.2 Notification of Intended Changes

Where the Employer has made a definite decision to implement changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer shall as soon as practicable notify the Employees who may be affected by the proposed changes.

2.2.3 Consultation with Employees

- (a) The Employer shall discuss with the Union and with the Employees affected by among other things, the introduction of the changes referred to in subclause 2.2.2 hereof the effects the changes are likely to have on Employees, measures to avert or mitigate the adverse effects of such changes on Employees and shall give prompt consideration to matters raised by the Employees in relation to the changes.
- (b) The discussions shall commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in subclause 2.2.3 (a) hereof.
- (c) For the purposes of such discussion, the Employer shall provide in writing to the Employees concerned, 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 the Employer shall not be required to disclose confidential information the disclosure of which would be prejudicial to the Employer's interests.

2.3 Grievance and Dispute Settling Procedure

- 2.3.1 The parties agree at all times to abide by the procedure outlined in subclause 2.3.2 below and work will continue without any industrial action while the parties seek resolution of a dispute or grievance.
- 2.3.2 In the event of an Employee or Employees having a dispute or grievance with the Employer, such dispute or grievance will be resolved in accordance with the following procedures:
- (a) Step 1
- The Employee or Employees are required to notify the Employer in writing of the nature and substance of the dispute or grievance.
 - Initially a dispute or grievance should be dealt with as close to the source as possible, usually by the Employee's immediate supervisor.

(b) Step 2

In the event the matter is not satisfactorily resolved within four working days of Step 1, it shall be referred to the next senior level of management by the supervisor. At this stage the Employee may elect to be represented by an independent third party or Union representative.

(c) Step 3

- In the event that the matter is not satisfactorily resolved within a further seven working days of Step 2 the aggrieved Employee may submit details of the matter in writing to the Chief Executive Officer.
- The Chief Executive Officer shall ensure that the aggrieved Employee or such Employee's independent third party or Union representative has the opportunity to present all aspects of the grievance and the grievance shall be investigated in a thorough, fair and impartial manner. The Chief Executive Officer shall advise the aggrieved Employee and any other Employee directly concerned of the determination made as a result of the investigation.

(d) Step 4

- In the event that the matter is not satisfactorily resolved at Step 3 the matter may be referred within twenty-one days to the Queensland Industrial Relations Commission for assistance in resolving the dispute.
- While the grievance procedure outlined above is being followed, normal work is to continue except in the case of a genuine safety issue or if the personal safety of the Employee may be threatened by the continuance of operation. Continuance of work will not prejudice the position of either party on the matter.
- Notwithstanding the foregoing, Steps 1 and 2 will not apply in the case of a confidential or urgent and pressing matter of a nature requiring direct discussion with the Chief Executive Officer.

PART 3 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

3.1 Engagement

3.1.1 Each Employee shall be engaged on one of the following bases:

- as a full-time Employee; or
- as a part-time Employee; or
- as a casual Employee; or
- as a temporary or fixed-term Employee.

3.2 Employee Duties - Policies and Procedures

All Employees shall be required, at the direction of the Employer, to work in accordance with the Employer policies as outlined in the Employment and Procedures Manual.

3.3 Employer Duties

An Employee shall on commencing employment, on successful completion of the probationary period, on transfer or promotion be provided by the Employer with a written statement outlining where applicable the Employee's:

- classification and duties;
- ordinary hours of employment and roster arrangements;
- rate of pay;
- date of appointment, transfer or promotion.

3.4 Employment Categories

3.4.1 "Full-Time Employee" shall mean an Employee engaged as such.

3.4.2 "Part-Time Employee" shall mean an Employee engaged as such and who is regularly employed and works an average of not less than 40 hours per 4 week cycle and not more than 128 hours over a four week roster cycle.

3.4.3 “Casual Employee” shall mean an Employee engaged as such who is employed by the hour.

3.4.4 “Temporary Employee” shall mean an Employee appointed as such who is engaged for a set period of time to fill a temporary vacancy, assist with a special project of specified duration or take up work occasioned by a Full-Time or Part-Time Employee being absent on leave or other absences from duty.

3.5 Probationary Employment

Each Employee employed in categories 3.4.1, 3.4.2 and 3.4.4 above shall be engaged subject to a probationary period of three months.

3.6 Casual Employment

Employees can be engaged as casual Employees subject to the following conditions:

3.6.1 Employees shall be paid for the time actually worked with a minimum of four hours and each engagement shall stand alone; provided that such minimum engagement shall not apply where there is more than one engagement on any one day and the total number of hours worked on that day are four or more.

3.6.2 More than one engagement may be worked per day.

3.6.3 Casual Employees shall be paid the appropriate hourly rates prescribed in clause 3.7.4 hereof plus a 23% loading.

3.7 Part-time Employment

Employees may be engaged as part-time workers subject to the following conditions:

3.7.1 The spread of ordinary working hours shall be the same as those prescribed for full-time Employees.

3.7.2 The number of ordinary working hours worked over a four week work cycle shall not be less than 40 and shall not exceed 128 hours over a 4 week cycle.

3.7.3 The foregoing ordinary working hours shall be worked on not more than twenty days in any four week cycle unless otherwise mutually agreed between the Employer and Employee.

3.7.4 Employees shall be paid an hourly rate calculated by dividing the annual rate as prescribed by clause 4.1 by the number of weeks in the year and by thirty-eight hours.

3.7.5 The provisions of this Agreement in respect of annual leave, sick leave and long service leave shall apply on a pro rata basis to part-time Employees.

3.7.6 Subject to the provisions contained herein all other provision of this Agreement relevant to full-time Employees shall apply to part-time Employees.

3.8 Redundancy

3.8.1 “Redundancy” in this clause means the loss of employment due to the Employer no longer requiring the job the Employee has been doing to be performed by any employee.

3.8.2 Discussions before Termination

Where an Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing to be done by any employee, and this is not due to the ordinary and customary turnover of labour and where that decision may lead to termination of employment, the Employer shall have discussions as soon as practicable with the Employee directly affected. Discussions shall cover, among other things, any reasons for the proposed termination, measures to avoid or minimise the termination, and measures to mitigate the adverse effects of any termination on the Employees concerned.

3.8.3 Notification to Centrelink

Where a decision has been made to terminate the employment of an Employee or of Employees, on account of redundancy the Employer shall notify the Centrelink thereof as soon as possible giving relevant information

including the number and categories of the Employees likely to be affected, and the period over which the termination(s) are intended to be carried out.

3.8.4 Severance Pay

- (a) In addition to the periods of notice prescribed for termination in subclause 3.9, an Employee whose employment is terminated by reason of redundancy shall be entitled to the following amounts of severance pay in respect of a continuous period of service:

<i>Period of Continuous Service</i>	<i>Severance Pay</i>
Less than 1 year	Nil
1 to 2 years	4 weeks pay
2 to 3 years	6 weeks pay
3 to 4 years	7 weeks pay
4 to 5 years	8 weeks pay
5 to 6 years	9 weeks pay
6 to 7 years	10 weeks pay
7 to 8 years	11 weeks pay
8 to 9 years	12 weeks pay
9 to 10 years	13 weeks pay
10 to 11 years	14 weeks pay
11 to 12 years	15 weeks pay
More than 12 years	16 weeks pay

Provided that the severance payment shall be increased by one week in the case of an Employee who is over forty-five years of age and has completed at least two years continuous service.

- (b) "Weeks pay" means the ordinary time rate of pay for the Employee concerned.
- (c) The severance payment shall not exceed the amount which the Employee would have earned if employment with the Employer had proceeded to the Employee's normal retirement date.

3.8.5 Time Off During Notice Period

- (a) During the period of notice of termination on account of redundancy given by the Employer an Employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

3.8.6 Alternative Employment

The Employer in a particular redundancy case, may make application to the Queensland Industrial Relations Commission to have the severance pay prescription varied if the Employer obtains mutually acceptable alternative employment for an Employee.

3.8.7 Employee Leaving During Notice

An Employee whose employment is terminated on account of redundancy may terminate his or her employment during the period of notice, and if so shall be entitled to the same benefits and payments under this clause as if the Employee remained with the Employer until the expiry of such notice. In such circumstances however the Employee shall not be entitled to payment in lieu of notice.

3.8.8 Transfer to Lower Paid Duties

Where by mutual agreement an Employee is transferred to lower paid duties for reasons set out in subclause 3.8.1 hereof, the Employee shall be entitled to the same period of notice of the date of commencement of work in the new position as if the Employee's employment had been terminated, and the Employer may at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate for the number of weeks of notice still owing.

3.8.9 Employees with Less than One Year of Service

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

3.8.10 Employees Exempted

This clause shall not apply where employment is terminated, in the case of temporary/casual Employees or Employees engaged for a specified period of time or for a specified task or tasks, upon expiration of that time or upon completion of the specified task or tasks or, as a consequence of conduct that justifies dismissal including malingering, inefficiency (as defined in the Employment & Procedures Manual) or neglect of duty.

3.8.11 Exemption Where Transmission of Business

(a) The provisions of the "Severance Pay" clause are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmitter) to another employer (transmittee), in any of the following circumstances:

(i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmitter, and any prior transmitter, to be continuous service of the employee with the transmittee; or

(ii) where the employee rejects an offer of employment with the transmittee:

(A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and

(B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

(b) The Commission may amend (a)(ii) of the "Exemption Where Transmission of Business" clause if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

3.9 Termination

3.9.1 Subject to the provisions of subclause 3.9.2 notice of termination of the engagement shall be given by the Employer to the Employee in accordance with the following standard:

<u>Period of Continuous Service</u>	<u>Period of Notice</u>
Less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

Provided that the notice period shall be increased by one week in the case of an Employee who is over forty-five years of age and has completed at least two years continuous service.

Payment in lieu of the notice prescribed shall be made by the Employer if the appropriate notice period is not given. Provided that employment may be terminated by any combination of notice and payment in lieu of notice.

Payment in lieu of notice shall be calculated on the basis of the ordinary time wages which the Employee would have received if he/she had worked during the period of notice.

The minimum Notice of Termination of engagement to be given by the Employee to the Employer (or wages in lieu forfeited) shall be two weeks.

Notice of termination does not apply:

(a) to casual Employees;

- (b) where the Employee is subject to instant dismissal as a result of committing any of the unacceptable actions referred to in the Employer's prescribed code of conduct;
- (c) to Employees engaged for a specific period of time or for a specific task or tasks where the provisions of clause 3.8 do not apply.

3.9.2 When notice of termination has been given by the Employee or an Employee's service has been terminated by the Employer, payment of all wages and other moneys due shall be made within one normal bank trading day of such termination or at such time as mutually agreed. Provided that all moneys owing to the Employee may be withheld on termination pending return by the Employee of all issued property of the Employer held by the Employee, including but not restricted to the following:

- (a) uniforms;
- (b) Manuals;
- (c) staff identification passes and keys;
- (d) mobile phones and pagers; and
- (e) carpark cards.

If any Employee terminates his/her employment, has his/her employment terminated or is dismissed for misconduct outside of normal bank trading hours, payment of all wages and other moneys due shall be made before the close of business on the immediately following bank trading day.

- 3.9.3 For casual Employees engaged by the hour the employment may be terminated without notice by either party, subject to the payment of any prescribed minimum amount of wages and, to the Employee working the time covered by such minimum amount if required to do so by the Employer.
- 3.9.4 If an Employee fails to give notice of termination the Employer shall have the right to withhold moneys due to the Employee to a maximum amount equal to the ordinary rate of pay for the required period of notice.
- 3.9.5 The Employer shall, upon receipt of a request from an Employee whose employment has been terminated, provide to the Employee a written statement specifying the period of his or her employment and the classification of the type of work performed by the Employee.

3.10 Multi-Hiring

Full-time and part-time Employees may be separately engaged as casual Employees for duties in a separate section of South Bank Employing Office from that in which the Employee engages in their full-time or part-time employment. Such Employees shall be paid the appropriate rate of pay for a casual Employee engaged in that section of the South Bank Employing Office. For the purposes of this clause a "section of South Bank Employing Office" shall mean a discrete work location other than the Employee's usual work location, or alternatively, may mean a discrete set of duties other than the Employee's usual duties, provided such duties are not wholly or substantially performed in the Employee's usual work location, and shall not apply to work where overtime would ordinarily be performed.

3.11 Multiskilling and Job Rotation

- 3.11.1 In recognition of the operational and efficiency requirements of the Employer and to create more varied, appropriately paid and interesting work for Employees, it shall be a condition of employment, subject to appropriate training and competency, that each Employee shall be available to work as required on any work within his/her skill, competence and training consistent with the classification structure of this Agreement (subject to prevailing statutory requirements) and that each Employee shall acquire the skills and learn any other job as directed and shall provide instruction and/or training as appropriate to another Employee as required.
- 3.11.2 It is the intention of the parties that Employees will receive appropriate training and skill acquisition in order to perform a wider range of tasks as and when required by the Employer.
- 3.11.3 Any directions issued by the Employer pursuant to the provisions of this clause shall be consistent with the Employer's responsibilities to provide a safe and healthy working environment.
- 3.11.4 The Employer may direct an Employee to carry out such duties as are reasonably within the limits of the Employee's skills, competence and training.
- 3.11.5 The Employer may direct an Employee to carry out such duties and use such tools and equipment as may be required provided that the Employee has been properly trained in the use of such tools and equipment (where relevant).

3.12 Anti-Discrimination

- 3.12.1 It is the intention of the parties to this Agreement to achieve the principal object in Section 3(c) of the *Industrial Relations Act 1999* by helping to prevent and eliminate discrimination on the basis of sex, marital status, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity, and association with, or in relation to, a person identified on the basis of any of the above matters.
- 3.12.2 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the parties to the Agreement must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 3.12.3 Nothing in this clause is to be taken to affect an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission;

3.13 Publicity, Promotions and Advertising

- 3.13.1 Under direction of the Employer all Employees may, as part of their normal course of duties, participate in publicity and promotions including but not limited to photo calls, press, radio and television interviews, advertising and commercials as directed only by the Employer. The recording of part of whole of their performance where a segment or segments of that recording are to be used as an item in a news, current affairs, advertisement or similar program on either radio or television shall all be considered as part of their normal duties.
- 3.13.2 All Employees shall, as part of their normal course of duties, be prepared to have their performance photographed for the purpose of being printed as marketing brochures and to have all or part of their performance video recorded for the purpose of being included in videos prepared for marketing the South Bank Employing Office and they will comply with the requirements placed on them by the Employment & Training Policies & Procedures Manual.
- 3.13.3 An Employee shall give such press, television, radio and other such interviews as the South Bank Employing Office shall reasonably require but otherwise shall not give any interviews, information or expression of opinion or material for publicity or press purposes either verbal, documentary or in the nature of illustrations to any member of the press, radio or television or to any other person without the written permission of the Employer.
- 3.13.4 Employees of the Employing Office employed at the commencement of this Agreement in respect of positions held by them at that time, may apply in writing to the Chief Executive Officer setting out the reasons for their application, to be exempted from this clause. The Chief Executive Officer shall consider the reasons stated in the application and where they are considered to be genuine and substantial and the Chief Executive Officer is satisfied that by approving the application, the Employing Office's capacity to fulfil its obligations will not be unduly constrained, the Chief Executive Officer may approve the application provided that such approval shall not be unreasonably withheld.

PART 4 - WAGES AND RELATED MATTERS

4.1 Classification Structure

All positions within South Bank have been evaluated according to the Mercer (formerly CED) Remuneration System and allocated a grade from one to seven depending upon their work value. The grading structure and minimum salaries inclusive of superannuation contributions and annual leave loading are set out below:

Job Grading	Minimum Annual Remuneration (TEC) (inclusive of company superannuation & leave loading) as at 01/07/07	Minimum Annual Remuneration (TEC) (inclusive of company superannuation & leave loading) as at 01/07/08
Level One	Vacant	Vacant
Level Two	\$33,203	\$34,857
Level Three	\$38,169	\$40,071
Level Four	\$44,191	\$46,393
Level Five	\$52,888	\$55,524
Level Six	\$62,371	\$65,428
Level Seven	\$79,074	\$82,884

4.2 Salary Increases

4.2.1 Guaranteed Salary Increases

All Employees' salaries as at the date of certification of this Agreement will be increased as follows:

- 4% or \$30.00 per week (whichever is the greater) from 1 July 2007 (included in salary at cl 4.1);
- 4% or \$30.00 per week (whichever is the greater) from 1 July 2008 (included in salary at cl 4.1); and
- 4% or \$30.00 per week (whichever is the greater) from 1 July 2009.

4.3 New Employees

Notwithstanding the provisions of clause 4.1, a new Employee or an Employee who has been promoted to a higher grade will receive a minimum salary equivalent to 90% of the minimum rate outlined in clause 4.1 for the position being occupied. Such an Employee will progress to the minimum rate at the conclusion of the probationary period of employment as set out at clause 3.5 subject to the Employee establishing their competency in that position. This requires the Employee to competently undertake all duties outlined in the relevant position description.

4.4 Juniors

- (a) The minimum rates of Wages for junior Employees shall be the under mentioned percentages of the adult rates prescribed for the classifications appropriate to the work performed:

	Percentage of Level 2 minimum adult rate (%)
Under 17 years	55
17 and under 18	65
18 and under 19	75
19 and under 20	85
20	100

And thereafter at the appropriate rate prescribed for adult Employees for the class of work being performed.

- (b) Junior rates shall be calculated in multiples of ten cents with any result of five cents or more being taken to the next highest ten cent multiple.

4.5 Casual Employees

Casual Employees shall be paid at the appropriate rate for the class of work performed in accordance with clause 3.6.3.

4.6 Payment of Wages

4.6.1 All Employees shall be paid fortnightly and directly into the Employee's nominated bank account by electronic transfer of funds, such transfer initiated by the Employer not later than three normal bank trading days after the last day of a pay cycle.

4.6.2 The Employer shall supply the Employee with a detailed wages payment advice showing the name of the Employee, the amount paid, the period of the payment, the weekly and hourly rates of pay the weekly and hourly rates of pay and any additions and deductions in accordance with the provisions of the *Industrial Relations Act 1999*.

4.7 Superannuation

The employer shall contribute on behalf of each eligible employee an amount of occupational superannuation determined by the Superannuation Guarantee Legislation as amended from time to time.

For the purposes of this Agreement, an Approved Fund shall be:

- the State Public Sector Superannuation Scheme (Q Super Defined Benefit Fund);
- the Government Officer's Superannuation Scheme (Q Super Accumulation Fund);
- any other Approved Fund as may be agreed between the parties.

4.8 Higher Duties Payment

An Employee who is directed to relieve in a position for which a higher salary range is prescribed by this Agreement and who undertakes the full duties and responsibilities of that position for a period in excess of 3 working days, shall be paid a Higher Duties Allowance which shall be not less than the difference between the employee's usual salary and the minimum salary normally attaching to those higher duties.

4.9 Salary Packaging

The Employing Office will make salary packaging available to Employees under the following conditions:

- 4.9.1 The costs of administering the package, including fringe benefits tax, are met by the participating Employee;
- 4.9.2 There will be no additional increase in superannuation costs or to fringe benefits payments made by the Employer;
- 4.9.3 Increases or variations in taxation are to be passed to Employees as part of their salary package;
- 4.9.4 Employees must provide to the Employer evidence of independent financial advice prior to taking up a salary package;
- 4.9.5 There will be no significant additional administrative workload or other ongoing costs to the Employer;
- 4.9.6 Any additional administrative and fringe benefit costs are to be met by the Employee.
- 4.9.7 Any increases or variations to taxation, excluding payroll tax that result in additional costs are to be passed onto the Employee as part of the salary package.
- 4.9.8 The Employee's salary for superannuation purposes and severance and termination payments will be the gross salary that the employee would receive if not taking part in flexible remuneration packaging.

PART 5 - HOURS OF WORK, BREAKS, OVERTIME

5.1 Hours

- 5.1.1 The ordinary working hours for full-time Employees at Grade 1-5, shall be an average of thirty-eight hours per week within work cycles based on one hundred and fifty-two hours in four weeks. Any time worked by Grade 1-5 Employees on a Public Holiday shall be paid in accordance with clause 6.6.

Provided that the ordinary hours on any one day shall not exceed twelve hours.

- 5.1.2 Daily working hours for full-time Employees shall be worked continuously except for meal breaks on not more than five days on average in any one week, Monday to Sunday inclusive.

Provided that on average each Employee shall have two consecutive days off each week during each work cycle prescribed in subclause 5.1.1 hereof unless otherwise mutually agreed between the Employer and Employee.

- 5.1.3 All time worked in excess of the ordinary hours prescribed in subclause 5.1.1 hereof shall be treated in accordance with the provisions of clause 5.3 hereof.
- 5.1.4 The Employer with the agreement of a majority of Employees or of an Employee concerned may substitute the day Employees or an Employee is to take off during a work cycle for another day in the case of a breakdown in machinery or failure or shortage of electric power or for some other contingency over which the Employer has no control.
- 5.1.5 An individual Employee with the agreement of the Employer may substitute the time to be taken off during the work cycle or scheduled for another period.
- 5.1.6 The weekly working hours of all employees may be worked in accordance with a four weekly roster prescribing the starting and ceasing times which shall not be changed without providing reasonable notice which would normally be not less than forty-eight (48) hours. Provided that shorter notice may be given in cases of sickness, absenteeism, or any other valid reason.

- 5.1.7 Where appropriate a copy of the roster shall be posted in a conspicuous place on the Employer's premises.
- 5.1.8 Subject to the approval of the Employer it shall be possible for an Employee to mutually arrange to change rosters temporarily.
- 5.1.9 Notwithstanding the foregoing provisions of this clause, the ordinary hours of work for full-time employees at Grade 6 shall total an amount as mutually agreed between the Employing Office and the Employee from time to time so as to fulfil the duties and responsibilities attracting to the position.

5.2 Breaks

5.2.1 Meal Breaks

Each Employee working for more than six hours on any one day shall be entitled to an unpaid meal break of a minimum of thirty minutes and a maximum of sixty minutes. Such meal break shall be taken at a time convenient to and as agreed between the Employer and the particular Employee involved; provided that no Employee shall be required to work for more than six hours without a break for a meal without mutual agreement.

5.2.2 Rest Pauses

- (a) Every Employee covered by this Agreement shall be entitled to a rest pause of ten minutes duration in the Employer's time in the first four hours of work, and a further rest pause of ten minutes in the second four hours of work. This may at the direction of the Employer be taken as a single twenty minute break at any time during the workshift.
- (b) Employees who work twelve ordinary hours per day shall be allowed an additional rest pause of ten minutes duration in addition to the two rest pauses set out in subclause 5.2.2(a) hereof.
- (c) Rest Pauses shall be taken at locations and times to suit the convenience of the Employer and so as not to interfere with the continuity of work where continuity in the opinion of the Employer is necessary.

5.3 Overtime

- 5.3.1 All time worked by any full-time and part-time Employee outside the ordinary working hours, or on a Public Holiday, or in excess of the rostered working hours as provided on any one day, or in excess of one hundred and fifty-two hours per four week roster (as provided for in clauses 5.1 and 3.7 respectively) shall be deemed to be overtime.
- 5.3.2 If an Employee works so much overtime that the Employee will not have at least ten consecutive hours off duty between finishing work on one day and the commencement of the work on the next day, the Employee shall not be required to work until the Employee has had ten consecutive hours off duty. This will occur without any loss of pay for ordinary working time occurring during such absence. If the employee is required to return to work before the completion of the 10 hours break, he or she shall be paid overtime until a 10 hour break is completed.
- 5.3.3 Payment of overtime incurred after 6:00 am and before Midnight on any given day shall be at the rate of time and a half, provided that an Employee may elect to take time off in lieu of payment on the basis of one hour off for each hour of overtime worked.
- 5.3.4 Payment of overtime incurred after Midnight and before 6:00 am on any given day shall be at the rate of double time, provided that an Employee may elect to take time off in lieu of payment on the basis of one hour off for each hour of overtime worked.
- 5.3.5 No Employee shall work overtime unless requested. Payment for any overtime worked shall be claimed, adjusted, and made at the next ensuing date of payment of such Employee.
- 5.3.6 Notwithstanding the foregoing, except for subclause 5.3.2, this clause shall not apply to Grade 6 or 7 Employees. However where a Grade 6 or 7 Employee has worked additional hours significantly in excess of ordinary hours (per clause 5.1.9) the Employer may from time to time and in its discretion allow the Employee to take time off during rostered working hours, in lieu of additional hours previously worked provided that while Grade 6 or 7 Employees have no absolute entitlement, the Employer shall not unreasonably withhold its consent should the Employee apply for time off in lieu.

5.4 On-Call and Call-out (Maintenance Electricians)

- 5.3.1 Where a Maintenance Electrician is instructed to be available on-call outside ordinary working hours, such employee shall be paid an allowance of five hours pay, at the rate of time and a half the employee's ordinary hourly rate, for each seven day period.
- 5.3.2 When such an employee is actually called in to perform work, the employee will be paid overtime for a minimum of four hours at the applicable rate. Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job recalled to perform is completed within a shorter period.
- 5.3.3 Any subsequent recall within the original four hour period will not be regarded as a separate call out. Any time worked on a subsequent recall beyond the initial four hour period will be paid as overtime in accordance with the actual time worked.
- 5.3.4 The call-out shall include the reasonable travel time between the Employee's residence and workplace.

PART 6 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

6.1 Annual Leave

- 6.1.1 (a) Every Employee (other than a Casual Employee) covered by this Agreement shall at the end of each year of such Employee's employment, be entitled to an annual holiday on full pay as set out hereunder.
- (b) The accrual rate for annual leave shall be as follows:-
one hundred and fifty-two hours per annum (i.e. four weeks annual leave per annum on a thirty-eight hour week basis)
- (c) Leave debits on or after the commencement of this Agreement will be equivalent to the ordinary hours employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.
- (d) Such annual holiday shall be exclusive of any statutory holiday which may occur during the period of that annual holiday and (subject to subclause 6.1.2 of this clause) shall be paid for by the Employer in accordance with the Employer's normal fortnightly pay cycle unless otherwise mutually agreed -
- (i) In the case of any and every Employee in receipt immediately prior to that holiday of ordinary pay at a rate in excess of the ordinary rate payable under this Agreement at that excess rate; and
- (ii) in every other case at the ordinary rate payable to the Employee concerned immediately prior to that holiday under this Agreement.
- (e) If any Employee shall be dismissed by the Employer or voluntarily leave his/her employment after any holidays shall have become due, and without such holidays having been taken, such employee shall be entitled in lieu thereof to a sum equal to salary computed at the rate of wages which he/she was earning at the date of such dismissal or leaving calculated in accordance with subclause 6.1.2 hereof.
- (f) If any Employee shall be dismissed by the Employer or voluntarily leaves his/her employment after the date when his/her last preceding holidays were due, he/she shall be allowed the pro rata number of days for the time so worked, by payment equal to salary computed at the rate of wages he/she was earning at the date of such dismissal or leaving, calculated in accordance with subclause 6.1.2 hereof.
- (g) If the employment of any Employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due to him/her an amount equal to one-twelfth of his/her pay for the period of his/her employment calculated in accordance with subclause 6.1.2 hereof.
- (h) If any holidays shall not have been taken as they fall due from time to time, such holidays shall be cumulative from year to year for a period not exceeding two years, unless otherwise agreed by the Employer.

6.1.2 Calculation of Annual Holiday Pay

In respect of annual leave entitlements to which this clause applies, annual holiday pay (including any proportionate payments), shall be calculated as follows:-

- (a) the Employee's ordinary time rate as prescribed by this Agreement for the period of the annual leave;
- (b) a further amount calculated at the rate of 17 and one half per cent (17½%) of the amount referred to in (a) above.

- 6.1.3 Every Employee shall be given at least two weeks notice by the Employer of the commencement of annual leave; provided that less than two weeks notice of the commencement of annual leave may be given by agreement between the Employer and the Employee.
- 6.1.4 Annual Leave shall be taken at a time agreed between the Employer and the Employee within a period not exceeding twelve months from the date when the right to annual leave accrued. Provided that due to the exigencies of the Employer's business, unless mutually agreed between the Employer and Employees involved, no annual leave shall be given or taken during periods recognised by the Employer as peak business periods.
- 6.1.5 Employees may apply to take annual leave at half pay.

6.2 Sick Leave

- 6.2.1 Every Employee, other than a casual Employee, shall become entitled to not less than seventy-six hours sick leave for each completed year of employment. Where an Employee has been employed for less than one year an Employee shall become entitled to 7.6 hours sick leave for each five weeks of such period.
- 6.2.2 On the production of a certificate from a duly qualified medical practitioner specifying the nature of the illness of the Employee and the period or approximate period during which the Employee will be unable to work, or of other evidence of illness to the satisfaction of the Employer, and subject to the Employee having promptly notified the Employer of the illness and of the approximate period aforesaid every Employee absent from work through illness shall subject as herein provided, be entitled to payment in full for all time the Employee is so absent from work.
- 6.2.3 Provided that it shall not be necessary for an Employee to produce such a certificate if the absence from work on account of illness does not exceed two days.

Where however an Employee has a proven record of recurring absences on sick leave, the employer may inform such employee that, in the event of future absences, a certificate will be required from a duly qualified medical practitioner in respect of each absence on sick leave taken for a period of six months thereafter.

- 6.2.4 Sick leave shall be cumulative.
- 6.2.5 The continuity of employment of an Employee with the Employer for sick leave accumulation purposes shall be deemed to be not broken by any of the following:
 - (a) absence from work on leave granted by the Employer;
 - (b) the Employee having been dismissed or stood down by the Employer, or the Employee having terminated his/her own employment with the Employer, for any period not exceeding three months, where the Employee shall have been re-employed by the Employer.

The period during which the employment of the Employee with the Employer shall have been interrupted or determined in any of the circumstances mentioned in subclause (3) hereof shall not be taken into account in calculating the period of employment of the Employee with the Employer.

- 6.2.6 Every Employee absent from work because of illness shall as soon as possible, and where practicable within at least two hours before the time at which the Employee would have commenced work, inform the Employer of the absence stating the nature of the illness and the estimated duration of that absence.

6.3 Bereavement Leave

- 6.3.1 An Employee, other than a casual employee, shall on the death of a member of their immediate family or household, be entitled to two days paid bereavement leave per occasion (non-cumulative). Proof of such death shall be furnished by the Employee to the satisfaction of the Employer.
- 6.3.2 A long term casual employee shall on the death of a member of their immediate family or household, be entitled to two days unpaid bereavement leave per occasion (non-cumulative). Proof of such death shall be furnished by the Employee to the satisfaction of the Employer. A long term casual employee is a casual employee engaged by the

Employer on a regular and systematic basis for a period of at least one year prior to the employee seeking to access this entitlement.

6.3.3 For the purpose of this clause the words “immediate family” shall include:

- (a) a spouse (including a former spouse, a defacto spouse and a former defacto spouse) of the employee; and
- (b) a child (including an adopted child, an ex-foster child, a step-child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

6.3.4 The Employer has the discretion to increase the bereavement leave entitlement on occasions where it is considered that more than two days leave are required.

6.4 Long Service Leave

6.4.1 Entitlement - All employees who complete ten years continuous service shall be entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service subject to the following subclauses.

Limit to any one time – The minimum period of long service leave which may be granted at any one time is one week and the maximum is twenty-six weeks.

6.4.2 All applications for long service leave shall be given with timely notice and in writing to the employee’s Manager.

6.4.3 Approval of the employee’s application shall be contingent upon the Chief Executive determining:

- (a) that the employee has an entitlement under this clause to the period of leave requested at the time the employee desires such leave to commence; and
- (b) that the leave for the period can be granted to the employee at that time without causing undue detriment to the Employer.

6.4.4 The Chief Executive Officer shall either:

- (a) approve the employee’s application; or
- (b) approve an amended application by the employee after discussion with the employee and reaching agreement on the amount of leave to be taken and/or the period of such leave; or
- (c) refuse or defer consideration of the application if the Chief Executive Officer is not satisfied that the conditions contained in paragraphs (a) and (b) of subclause of this clause have been met.

6.4.5 The Chief Executive Officer shall notify the employee in writing of the decision on the employee’s application.

6.4.6 An employee who has completed at least seven years service is entitled to proportionate payment for long service leave on the termination, except where the employer terminates the employee for their conduct, capacity or performance.

6.5 Family Leave

The provisions of the *Industrial Relations Act 1999* and *Family Leave Award – State* in relation to parental leave, apply to and are deemed to form part of this Agreement. From 1 July 2008, female employees shall be entitled to 14 weeks paid maternity leave in accordance with the Paid Parental Leave Directive (No. 5/08) as amended from time to time.

6.6 Public Holidays

6.6.1 Subject to subclause 6.6.2 below, all Employees (except Casual Employees) shall be entitled to time off paid in accordance with their ordinary wage for Good Friday, Christmas Day, Anzac Day, First day of January, Boxing Day, Easter Saturday, Easter Monday, the birthday of the Sovereign, Labour Day, Brisbane Exhibition Day and Australia Day.

6.6.2 Rostered hours performed by all employees on any of the public holidays set out in the preceding clause will be paid at the rate of double time and a half. Permanent and part-time employees may instead take an alternative day off on full pay in lieu of the public holiday. This alternate day off is to be rostered during the work cycle within which the public holiday occurs, however by mutual agreement between the Employer and the Employee during the work cycle immediately following that within which the public holiday occurred.

6.6.3 Where a day is appointed under the *Holidays Act 1983* in place of days listed in 6.6.1 payment for work done is at ordinary rates. Permanent and part-time employees shall be entitled to an alternative day off on full pay in lieu of the appointed day. This alternate day off is to be rostered during the work cycle within which the public holiday occurs, however by mutual agreement between the Employer and Employee an alternative day off shall be provided to the Employee during the work cycle immediately following that within which the public holiday occurred.

6.6.4 No Employee shall be rostered to work ordinary hours on any more than seven public holidays in any one calendar year.

6.7 Jury Service

6.7.1 A full-time and part-time Employee required to attend jury service during ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect to attendance for such jury service and the wage the Employee would have received in respect of the ordinary time the Employee would have worked had the Employee not been on jury service.

6.7.2 An Employee shall notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.

6.8 Purchasing Leave

Employees may purchase leave in accordance with the Special Leave Directive (No. 08/06) as amended from time to time.

PART 7 - TRAINING AND RELATED MATTERS

7.1 The parties to this Agreement recognise that in order to increase the efficiency and productivity of the Employer a significant commitment to training and skill development is required. Accordingly, the Employer commits itself to developing a more highly skilled and flexible workforce and providing employees with career opportunities through appropriate training.

7.2 Appropriate accredited training and assessment of competencies shall be made available to all Employees and shall be provided at no cost to the Employees.

PART 8 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, PROTECTIVE CLOTHING AND AMENITIES

8.1 Amenities

Suitable amenities shall be provided by the Employer, and such amenities shall comply in all respects with the requirements of the *Workplace Health and Safety Act 1995* (Qld), and any amendment thereof, and with all rules and regulations made under the said Act.

8.2 Protective Clothing

8.2.1 The Employer shall supply suitable safety clothing and footwear to Employees where necessary free of charge.

8.2.2 When boots and other footwear are supplied by the Employer they shall be replaced as required by fair wear and tear. Employer supplied footwear and clothing shall not be worn outside the Employer's premises other than going to and from work. Any breach of this provision shall not be regarded as fair wear and tear and shall be replaced at the Employee's expense.

8.2.3 Suitable gloves, aprons, goggles, masks, sunscreen and hand protection cream shall be supplied by the Employer for Employees where necessary.

8.2.4 The Employer shall supply hats, where necessary to Employees usually working in areas of exposed sunlight at the Employer's direction.

8.3 Occupational Health and Safety

The Employer shall instruct and train all Employees covered by this Agreement in the elementary safety precautions and procedures for their area of work. Such instruction and training shall be supervised and/or given by a suitably qualified person.

PART 9 - AGREEMENT COMPLIANCE AND UNION RELATED MATTERS

9.1 Time and Wages Records

- 9.1.1 The Employer shall keep and have available a complete time and wages record or other similar records for all Employees subject to this Agreement employed by the Employer, showing the name of each Employee, their classification/s, rates of pay, times of starting and ceasing work, days, dates and hours worked (including overtime) time off. Such record shall differentiate the capacity, and time and classification worked by such Employees,
- 9.1.2 Following twenty-four hours notice (in writing addressed to the General Manager Corporate Services) being given by the Nominated Union Official of the Union such record shall be open to inspection by the Union Official during 9am to 5pm Monday to Friday.

9.2 Posting up of Agreement

A copy of this Agreement shall be available/displayed in a convenient place on the premises of the Employer so as to be easily accessed and read by Employees, and a copy shall be provided by the Employer to all existing Employees covered by it.

9.3 Collective Industrial Relations

The Employer recognises the important role of unions and supports constructive relations between management and unions and the need to work collaboratively with the Union and Employees in an open and accountable way. The Employer recognises that Union membership and coverage issues are determined by the provisions of the *Industrial Relations Act 1999* and any determinations of the Queensland Industrial Relations Commission.

9.4 ILO

The Employer recognises its obligations to give effect to international labour standards including freedom of association, workers' representatives, collective bargaining and equality of opportunity for all public sector workers.

9.5 Union Encouragement

The Employer recognises the right to individuals to join a union and will encourage that membership. However, it is also recognised that union membership remains at the discretion of individuals.

9.6 Right of Entry

A right of inspection by Union Officials shall be in accordance with the *Industrial Relations Act 1999*.

A Union representative authorised in accordance with the rules of the Union, shall be allowed the necessary time during work hours to interview the officer-in-charge of the job on matters affecting those employees being represented.

PART 10 - DATE OF OPERATION AND SIGNATURES

This Agreement will take effect and have the force of law from the date of Certification by the Commission.

Signed for and on behalf of South Bank Employing Office
In the presence of –

Malcolm Snow
Trevor Marsden

Signed for and on behalf of The Queensland Public Sector Union of Employees
In the presence of –

Alex Scott
Ken McKay