

# QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

City Parklands Services Pty Ltd ABN 72 068 043 318

AND

Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland; Plumbers & Gasfitters Employees' Union Queensland, Union of Employees; Queensland Services, Industrial Union of Employees; The Australian Workers' Union of Employees, Queensland; The Electrical Trades Union of Employees Queensland; United Voice, Industrial Union of Employees, Queensland

(Matter No. CB/2017/10)

## CITY PARKLANDS CERTIFIED AGREEMENT 2017

Certificate of Approval

On 19 May 2017 the Commission certified the attached written Agreement in accordance with s 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:** *City Parklands Certified Agreement 2017*

**Parties to the Agreement:**

- City Parklands Services Pty Ltd ABN 72 068 043 318
- Employees of City Parklands whose rates of pay are fixed by the Agreement and who are engaged in the classifications listed in Schedule 1 of the Agreement
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees
- Queensland Services, Industrial Union of Employees
- The Australian Workers' Union of Employees, Queensland
- The Electrical Trades Union of Employees Queensland
- United Voice, Industrial Union of Employees, Queensland

**Operative Date:** 19 May 2017

**Nominal Expiry Date:** 31 December 2019

By the Commission

Deputy President Bloomfield.

26 May 2017

# CITY PARKLANDS CERTIFIED AGREEMENT 2017

(Matter No. CB/2017/10)

This Agreement, made under the *Industrial Relations Act 2016* on 9 May 2017 between City Parklands Services Pty Ltd ABN 72 068 043 318 and Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland; Plumbers & Gasfitters Employees' Union Queensland, Union of Employees; Queensland Services, Industrial Union of Employees; The Australian Workers' Union of Employees, Queensland; The Electrical Trades Union of Employees Queensland; and United Voice, Industrial Union of Employees, Queensland, witnesses that the parties mutually agree as follows:

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## **Part 1 Application and Operation**

### **1. Title**

This Agreement shall be known as the *City Parklands Certified Agreement 2017*.

### **2. Application and parties bound**

This Agreement applies to:

- (a) City Parklands Services Pty Ltd ABN 72 068 043 318 (City Parklands);
- (b) employees of City Parklands whose rates of pay are fixed by this Agreement and who are engaged in the classifications listed in Schedule 1;
- (c) and the following industrial organisations of employees:

- (i) Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
- (ii) Plumbers & Gasfitters Employees' Union Queensland, Union of Employees;
- (iii) Queensland Services, Industrial Union of Employees;
- (iv) The Australian Workers' Union of Employees, Queensland;
- (v) The Electrical Trades Union of Employees Queensland; and
- (vi) United Voice, Industrial Union of Employees, Queensland.

### **3. Date of operation**

- (a) This Agreement operates from the date of certification by the Queensland Industrial Relations Commission (*viz* 19 May 2017) and has a nominal expiry date of 31 December 2019.
- (b) The parties to this Agreement agree to commence negotiations for a new Agreement no sooner than six (6) months prior to the nominal expiry date.

### **4. Objectives**

- (a) Roma Street Parkland and South Bank Parklands provide important public leisure and tourism facilities providing world class services to the public generally and domestic and international tourists, 365 days per year and up to 24 hours per day.
- (b) City Parklands is responsible for the provision of management, promotional and operational services, requiring employees to be available to attend to relevant duties at times scheduled to meet those needs in a competitive and efficient manner.
- (c) To achieve these goals, the parties to this Agreement acknowledge that an appropriate level of flexibility must be incorporated into work practice arrangements, sufficient to ensure that:
  - appropriate employee resources are available at times to meet relevant business needs;
  - employee resources are efficiently organised;
  - a continual focus on safety is maintained by all;
  - employees are able to adequately balance their work demands and their personal lives outside working hours; and
  - opportunities are provided for employees to improve their skills and experience through formal and "on the job" training programs.
- (d) We have negotiated this Agreement to recognise the needs of the company and employees and to facilitate achievement of the City Parklands objectives.

### **5. Displaying of this Agreement**

A copy of this Agreement will be exhibited in each workplace so that it can be easily read by all employees. It will be available in both electronic and hard copy.

### **6. Relationship to the Award**

This Agreement is to be read in conjunction with the *City Parklands Services Award – State 2016*. Where there is any inconsistency between this Agreement and the Award, the terms of this Agreement shall take precedence.

### **7. Definitions**

Unless the context otherwise requires, in this Agreement:

**Act** means the *Industrial Relations Act 2016*

**Award** means the *City Parklands Services Award – State 2016*

**Accrued day off (ADO)** means a day, other than a rostered day off, on which an employee is not rostered for duty as a result of time accrued under the method of working ordinary hours implemented in accordance with clause 28.3

**Broken work** means where the ordinary hours of duty of a day worker are subject to a break in continuity other than for the purposes of meal breaks, to a maximum of one hour, and rest pauses

**Commission** means the Queensland Industrial Relations Commission

**City Parklands** means City Parklands Services Pty Ltd

**Double rates** means twice the applicable rate which would otherwise apply

**Employer** means City Parklands

**Immediate family** includes:

- (i) a spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and
- (ii) a child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

**Ordinary hourly rate** means the ordinary weekly wage rate for a relevant classification of employee divided by the ordinary weekly working hours for the same classification of employee

**Public holiday** has the same meaning as that provided in Schedule 5 of the Act

**QES** means the Queensland Employment Standards contained in Part 3 of Chapter 2 of the Act

**Rostered day off** means:

- for an employee whose ordinary hours of duty are Monday to Friday: Saturday and Sunday
- for an employee whose ordinary hours of duty include a Saturday and/or Sunday: one of the two days each week, or four days each fortnight, that the employee is not rostered for duty in accordance with clause 28.3. Depending on the working arrangements, a Saturday and/or Sunday may also be a rostered day off

**Spread of ordinary hours** has the meaning ascribed to it in clause 27

**TOIL** means time off in lieu of payment for overtime

**Union** means one of the industrial organisations of employees included in clause 2

## 8. No further claims

The parties agree there will be no further claims relating to wages or conditions of employment whether dealt within this Agreement or not for the duration of this Agreement.

## Part 2 Communication and Consultation

### 9. Enterprise flexibility and facilitative provisions

#### 9.1 Enterprise flexibility

- (a) As part of a process of improvement in productivity and efficiency, discussion should take place at an enterprise level to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- (b) The consultative processes established in an enterprise in accordance with clause 9.1 may provide an appropriate mechanism for consideration of matters relevant to clause 9.1(a). Union delegates at the place of work may be involved in such discussions.

- (c) Any proposed genuine agreement reached between the employer and employees in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 4 of the Act and is to have no force or effect until approval is given.

## **9.2 Procedures to implement facilitative provisions**

Wherever facilitative provisions appear in this Agreement which allow for determination of the conditions of employment by agreement between the employer and the union, or the employer and the majority of employees affected, the following procedures shall apply:

- (a) Facilitative provisions can be negotiated between management and employees who are directly affected by such proposals or between management and the union depending on the particular provisions.
- (b) Employees may be represented by their local union delegate/s and shall have the right to be represented by their local union official/s.
- (c) Facilitative provisions can only be implemented by agreement.
- (d) In determining the outcome from facilitative provisions neither party should unreasonably withhold agreement.
- (e) Agreement is defined as obtaining consent of greater than 50% of employees directly affected or of the union depending upon the particular provisions.
- (f) Where a provision refers to agreement by the majority of employees affected, all employees directly affected shall be consulted. This consultation shall be undertaken where practicable as a group, or in groups. Should the consultation process identify employees with specific concerns which relate to either equity or occupational health and safety issues, such concerns may be catered for on an individual basis subject to operational requirements.
- (g) Any agreement reached must be documented and shall incorporate a review period.
- (h) Where the agreement relates to either the working of ordinary hours on other than a Monday to Friday basis, the introduction of shift work or a change to the shift roster, the relevant union/s are to be notified in writing at least one week in advance of agreement being sought.

## **10. Prevention and settling of disputes**

### **10.1 Prevention and settlement of disputes - Agreement matters**

- (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Agreement by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (b) Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (c) There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- (d) In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures shall apply:
  - (i) the matter is to be discussed by the employee's union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
  - (ii) if the matter is not resolved as per clause 10.1(d)(i), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;

- (iii) if the matter remains unresolved it may be referred to the employer for discussion and appropriate action. This process should not exceed 14 days;
- (iv) if the matter is not resolved then it may be referred by either party to the Commission.
- (e) Nothing contained in this procedure shall prevent a union or the employer from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

**10.2 Prevention and settlement of employee grievances and disputes - other than Agreement matters**

- (a) The objectives of this procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- (b) The following procedure applies to all industrial matters within the meaning of the Act:

Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to solve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.

Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's union representative during the course of Stage 2.

Stage 3: If the grievance is still unresolved, the manager will advise the employer and the aggrieved employee may submit the matter in writing to the employer if such employee wishes to pursue the matter further. If desired by either party the matter shall also be notified to the relevant union.

- (c) The employer shall ensure that:
  - (i) the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
  - (ii) the grievance shall be investigated in a thorough, fair and impartial manner.
- (d) The employer may appoint another person to investigate the grievance. The employer may consult with the relevant union in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.
- (e) If the matter is notified to the union, the investigator shall consult with the union during the course of the investigation. The employer shall advise the employee initiating the grievance, such employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.
- (f) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:
  - Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.
  - Stage 2: Not to exceed 7 days.
  - Stage 3: Not to exceed 14 days.
- (g) If the grievance is not settled the matter may be referred to the Commission by the employee or the union.
- (h) Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.

- (i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

## **11. Consultation - Introduction of change**

### **11.1 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 as outlined in clause 45.

### **11.2 Employer's duty to notify**

- (a) Where the employer decides to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their union/s.
- (b) 'Significant effects' includes termination of employment; major changes in the composition, operation or size of the employer'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.
- (c) Where the Agreement makes provision for alteration of any of the matters referred to in clauses 11.2(a) and (b) an alteration shall be deemed not to have significant effect.

### **11.3 Employer's duty to consult over change**

- (a) The employer shall consult the employees affected and, where relevant, their union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur in accordance with Section 198 of the Act.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union/s, 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.
- (d) Notwithstanding the provision of clause 11.3(c) the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

## **Part 3 Terms and Conditions of Employment**

### **12. Types of employment**

An employee may be employed on a full-time, part-time or casual basis. Employees shall be advised in writing of their employment type and classification upon appointment.

### **13. Full-time employment**

With exception of those employees nominated in Schedule 4, a full-time employee is an employee who is engaged to work an average of 38 hours per week.

### **14. Part-time employment**

- (a) A part-time employee is an employee who is engaged to work a regular pattern up to 32 ordinary hours per week, or by agreement, more than 32 ordinary hours per week but less than 38 ordinary hours



- (b) The minimum payment on any day when work is performed shall be for 3 hours' work.
- (c) A part-time employee receives, on a *pro rata* basis, the same wage and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (d) Where it is agreed and the employee elects to work additional ordinary hours above their regular hours, or where any such additional ordinary hours are worked on a day not ordinarily worked by the part-time employee as part of their regular work pattern, the additional hours worked within the spread of ordinary hours prescribed in clause 27(b) are to be either paid for at the ordinary hourly rate or, by mutual agreement between the employer and an employee, be credited as TOIL.
- (e) Subject to clauses 14(a) and (d) all time worked by a part-time employee in excess of the agreed hours on any one day or outside the spread of ordinary hours of duty prescribed in clause 27(b), is to be paid at the appropriate overtime rate prescribed in clause 32.

**15. Casual employment**

- (a) A casual employee is an employee who is engaged and paid as such.
- (b) A casual employee cannot be employed to work more ordinary hours than are worked by an equivalent full-time employee each week.
- (c) A casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- (d) For each ordinary hour worked a casual employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification plus a casual loading of 23%.
- (e) Each casual engagement stands alone with a minimum payment as for 3 hours' work to be made in respect to each engagement.
- (f) The casual loading of 23% is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment. The loading constitutes part of the casual employee's wage for the purpose of calculating overtime, weekend penalties, and public holiday payments, where relevant.
- (g) The long service leave entitlement of casual employees is prescribed in clause 38.

**16. Probationary period**

- (a) Unless otherwise agreed the engagement of a full-time or part-time employee will in the first instance be subject to a probationary period of 3 months duration, and will be in writing at the time of appointment.
- (b) Where an employee's service is considered satisfactory or where an employee's service exceeds the designated probationary period or agreed extension, the employee's appointment will be deemed to be confirmed.
- (c) City Parklands may terminate the employment of an employee who is on probation at any time during the probationary period.

**17. Multi-hiring**

- (a) An employee may be separately engaged as a casual employee for duties that are separate from their substantive engagement, that is, a work location other than the employee's usual work location, or alternatively means 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.
- (b) The employee must indicate their willingness to work such additional hours by registering their interest with the employer, and all obligations regarding workplace health and safety must be taken into account.
- (c) Such employees shall be paid the appropriate rate of pay for a casual employee engaged in that work.

**18. Termination of employment**

**18.1 Notice of termination by an employee**

- (a) Subject to clause 18.1(b) an employee shall give 2 weeks' notice of termination of employment (or less by mutual agreement). If the employee fails to give notice City Parklands shall have the right to withhold 2 weeks wages due to the employee.
- (b) If the employee has been employed for less than 12 months, the period of notice will be one week or one week's wages forfeited in lieu.
- (c) If an employee fails to give the required notice City Parklands will have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of wages for the period of notice not provided.
- (d) Unless agreed, annual leave cannot be considered as or nominated as notice for the purpose of giving notice of termination of employment.

**18.2 Notice of termination by City Parklands**

- (a) City Parklands will give an employee (except a casual employee) the following periods of notice or payment in lieu:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
not more than 1 year	1 week
less than 3 years	2 weeks
between 3 and 5 years	3 weeks
more than 5 years	4 weeks

- (b) The period of notice above is increased by one week if the employee is over 45 years of age and has completed at least two years of continuous service with City Parklands.
- (c) The provisions of clause 18.2(a) shall not affect City Parklands' right to dismiss an employee without notice for misconduct or other grounds that justify instant dismissal and, in such cases, wages shall be paid up to the time of dismissal only.

**19. Redundancy**

Details relating to Redundancy are outlined in Schedule 5.

**Part 4 Classifications and Pay Related Matters**

**20. Classifications structure**

Employees covered by this Agreement are to be classified into one of classifications utilising the generic level descriptors contained in Schedule 1.

**20.1 Allocation to classification levels**

- (a) Allocation of employees to a classification and to a level within that classification shall be in accordance with the generic classification descriptors contained in Schedule 1. These descriptors reflect the degree of complexity and responsibility of duties, skills and knowledge proceeding from the lowest to the highest classifications. Their purpose is to provide an indication as to the classification appropriate to any packaging of duties.
- (b) Current employees who are not already aligned to the classification structure will transition in accordance with the process outlined in Schedule 3.
- (c) Where a new position is created and its allocation cannot be determined, the matter may be discussed with the relevant employee/s and, where requested, their representative. If the matter cannot be resolved it may be dealt with in accordance with clause 10 - Prevention and Settling Disputes.

- (d) Notwithstanding anything contained elsewhere in this Agreement, an applicant who is appointed to a position may, at the discretion of City Parklands, be offered and appointed to any level within a classification based on recognition of skills, knowledge and abilities.

## 20.2 Movement between classifications

Movement to a higher classification will be based on:

- (a) appointment based on merit to advertised vacancies at a higher classification; or  
 (b) the position being reclassified in accordance with an independent or internal evaluation.

## 20.3 Movement between levels

An employee may move between levels within a classification by:

- (a) virtue of a change in duties and responsibilities of a position; or  
 (b) skill development which is applicable and relevant to the position held and which has been supported or required by City Parklands; or  
 (c) taking on additional responsibility in the same position at the request of the City Parklands; or  
 (d) achievement of agreed performance objectives following the performance review of an employee.

## 20.4 Apprentices

- (a) The terms of the *Order – Apprentices' and Trainees' Wages and Conditions (Excluding certain Queensland Government Entities) 2003* as varied, shall apply to the employment of Apprentices, together with the pay rates in accordance with the following schedule:

Stage of Apprenticeship	% of Classification level 4b
Stage 1	40
Stage 2	55
Stage 3	75
Stage 4	90

- (b) Where an adult person (i.e. over 21 years of age) enters into an apprenticeship they shall be paid no less than an amount equivalent to the Queensland Minimum Wage as amended from time to time, that is, paid at the above rates or the Queensland Minimum Wage, whichever is greater. These provisions shall not apply to apprentices who become an adult during the term of the apprenticeship.

## 21. Rates of pay and wages increases

In recognition of the commitment of the parties to the Objectives in clause 4 the following wages increases shall be paid to employees covered by this Agreement:

- 2.2% back dated to 1 January 2016
- 2.2% back dated to 1 January 2017
- 2.2% effective from 1 January 2018
- 2.2% effective from 1 January 2019

Actual wages levels and annual wages amounts are displayed in Schedule 2.

## 22. Payment of wages

- (a) Wages shall be paid weekly unless otherwise agreed between the employer and a majority of its employees, and may, at the discretion of the employer, be paid by electronic funds transfer or cash.

- (b) The employer may stipulate the completion day for each pay cycle and payment to employees shall be made not later than 5 working days after the completion of this stipulated pay cycle.
- (c) Payment of outstanding wages and other entitlements to an employee whose employment has ended shall be made no later than the second working day after the employee's employment ceases.

**23. Higher duties payment**

Where an employee is instructed to perform duties or relieve another employee for which a higher rate of pay is prescribed, the relieving employee shall be paid the higher rate if the period of relieving is more than three consecutive days.

**24. Electrician supplementary payment**

- (a) A payment of \$123 per week will be payable from the date of certification of this Agreement to all positions that are required to hold an electrical work licence and/or registration in order to perform their duties.
- (b) This payment recognises the skills and knowledge required to maintain an electrical work licence and/or registration. It satisfies the claims for electrical trade and licence allowances, in addition to recognising any attraction and/or retention needs the company has.
- (c) This payment replaces all existing Market Adjustment Payment that are currently paid to electricians. If a current Market Adjustment Payment being received by an electrician exceeds \$123 per week the balance will continue to be paid as a Market Adjustment Payment.
- (d) The Electrician Allowance is taken into consideration for leave and superannuation purposes, as well as for calculating overtime and penalty rates.
- (e) City Parklands will continue to reimburse the cost of electrical work licences.
- (f) This payment shall not be payable for roles that require restricted electrical licences.
- (g) The quantum of this payment shall be automatically adjusted in accordance with future dates and the relevant percentage increases in clause 21.

**25. Superannuation**

**25.1 Superannuation contributions**

- (a) The employer will make superannuation contributions on behalf of all employees covered by this Agreement in accordance with clauses 25.2 and 25.3.
- (b) Where Commonwealth legislation provides for choice of fund rights to an employee subject to this Agreement, and that employee fails to elect which superannuation fund to which employer contributions are directed, contributions will be directed to the company default fund.

**25.2 Employees who were employed by City Parklands at 1 July 2013**

- (a) City Parklands will maintain existing superannuation arrangements for employees who were engaged on or prior to 1 July 2013.
- (b) For employees in contributory accumulation or defined benefit accounts the employer must comply with superannuation arrangements prescribed in the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation).

**25.3 Employees who commenced employment with City Parklands after 1 July 2013**

- (a) City Parklands will provide superannuation contributions for permanent and temporary employees engaged after 1 July 2013 to a maximum of 12.75%, as follows:

Employee contributes	Employer contributes
0%	9.5%

2%	9.75%
3%	10.75%
4%	11.75%
5%	12.75%

- (b) For casual employees City Parklands will provide superannuation contributions at the amount set from time to time as the superannuation guarantee levy in the *Superannuation Guarantee (Administration) Act 1992* (Cth).

## 26. Allowances

### 26.1 Acid allowance

An employee exposed to the effect of sulphuric or hydrochloric acid shall be paid an additional \$0.24 per hour whilst so exposed.

### 26.2 Brick laying allowance

- (a) An employee laying other than standard bricks and/or building blocks (other than cindercrete blocks for plugging purposes) shall be paid as follows:
- (i) For bricks over 5.5kg - \$0.70 per hour
  - (ii) For bricks over 9kg - \$1.21 per hour
  - (iii) For bricks over 18kg - \$1.74 per hour
- (b) The above allowance is not payable if the employer provides a mechanical means for the handling, lifting, and placing of bricks over 5.5kg.
- (c) For the purpose of payment of this allowance, standard pavers are considered to be standard bricks.

### 26.3 Broken work allowance

All employees engaged on work where the ordinary hours of duty are subject to a break in continuity other than for the purposes of meal breaks to a maximum of one hour and for rest pauses shall be paid an additional \$7.78 per day for each day so worked.

### 26.4 Chainsaw allowance

An employee using a chainsaw in the performance of their work shall be paid an additional \$0.66 per hour whilst so engaged.

### 26.5 Confined space

- (a) An employee shall be paid an additional \$0.84 per hour for the actual time employed in a compartment, space or place the dimensions of which necessitate such employee working in a stooped or otherwise cramped position, or without proper ventilation and subject thereto includes working in tunnels or ducts less than 1.2 metres in diameter.
- (b) Confined spaces are defined in accordance with the City Parklands confined spaces register.

### 26.6 Dirty or unpleasant work allowance

An employee engaged on dirty or unpleasant work shall receive an additional \$0.70 per hour for actual time worked. Such conditions may be found working in vegetated ponds, animal capture and relocation, removal of animal matter, in using tar or bitumen, or where tar or bitumen has been used and is not dry, greasing and/or changing oil of motor vehicles, emptying BBQ pits, using dry cement or lime.

### 26.7 Fall arrest system and EWP work

An employee who is required to wear a secured safety harness while undertaking work, and is appropriately trained in wearing a secured safety harness and working from an EWP (if applicable to the work), shall be paid an additional \$0.15 per hour whilst so engaged.

**26.8 First-aid allowance**

- (a) An employee holding a certificate in first-aid issued by the Queensland Ambulance Service, or equivalent qualification, who is appointed in writing by the employer as a first-aid attendant shall be paid an additional \$15.35 per week.
- (b) This allowance shall be treated as part of the ordinary rate of pay for the purposes of annual leave (but not loading on leave), personal leave, long service leave and all other paid leave.

**26.9 Jack Hammer and wacker packer allowance**

An employee using a jack hammer or wacker packer shall be paid an additional \$0.53 per hour. For the purposes of payment of this allowance, general hand tools are not considered jack hammers.

**26.10 Motor vehicle allowance**

- (a) Where the employer requires an employee to use their own vehicle in or in connection with the performance of their duties, the employee shall be paid an allowance for each kilometre of authorised travel as follows:
  - (i) motor vehicle - \$0.77 per kilometre; and
  - (ii) motorcycle - \$0.26 per kilometre.
- (b) The employer may require an employee to record full details of all such official travel requirements in a log book.

**26.11 Toilet cleaning allowance**

A cleaner at Roma Street Parkland who is required to clean toilets shall be paid an additional \$6.20 per day.

**26.12 Tool allowance**

- (a) The following tool allowances shall be paid to the tradespersons listed who supply and use their own tools:

	<b>Per Week \$</b>
Carpenter and/or Joiner	26.75
Plumber and Gasfitter	26.75
Electrical Tradesperson	22.05
Bricklayer	18.90
Licensed Drainer	6.35
Painter	6.35

- (b) These allowances shall not be paid while the employee is absent on annual leave.

**26.13 Toxic substance allowance**

- (a) Whilst using toxic substances, an employee shall be paid an additional \$0.84 per hour for the actual time so employed.
- (b) For the purpose of this clause "toxic substances" will be restricted to include epoxy based materials and material which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst systems. Toxic substances also include those listed in Schedule 6 and 7 of the Poisons Standard November 2016.
- (c) This allowance is not payable to an employee using "do it yourself" off-the-shelf type substances (e.g. araldyte).

#### 26.14 Uniform cleaning allowance

Where an employee is supplied with and is required to wear and launder a uniform they will receive an extra \$0.52 per work day.

#### 26.15 Work in the rain

Where an employee is required to perform work in the rain and by so doing gets clothing wet the employee shall be paid double rates for all work so performed. Such payment shall continue until the employee finishes work or until the clothing dries or is able to be changed, whichever is earlier.

#### 26.16 Adjustment of monetary allowances

- (a) Other than the expense related allowances at clauses 26.10 (motor vehicle allowance), 32.3 (overtime meal allowances and meal breaks) and 26.12 (tool allowance), respectively, all other monetary allowances specified in clause 26 shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in the Award.
- (b) At the time of any adjustment to the wage rates in the Award the expense related allowances at clauses 26.10 (motor vehicle allowance), 32.3 (overtime meal allowances and meal breaks) and 26.12 (tool allowance), respectively, shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (c) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index</u> <u>(ABS Cat No. 6401.0 - Table 7)</u>
Motor vehicle allowance <i>(last adjusted 1 September 2016)</i>	Private motoring sub-group
Overtime meal allowance <i>(last adjusted 1 September 2016)</i>	Take-away and fast foods sub-group
Tool allowance <i>(last adjusted 1 September 2016)</i>	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group

### Part 5 Hours of Work and Overtime

#### 27. Hours of work

- (a) With the exception of those employees referenced in Schedule 4, employees will work an average of 38 hours over a maximum of five days each week.
- (b) The spread of ordinary hours of duty shall be 0530 to 1800, Monday to Friday, except as recorded in the table below:

<b>Classification, group or area</b>	<b>Spread of ordinary hours</b>
(i) employees providing cleaning services at Roma Street Parkland	
(ii) employees providing water treatment services at South Bank Parklands	• 0530 to 1800, • Monday to Sunday
(iii) employees providing electrical services	

- (c) The spread of ordinary hours may be altered provided there is agreement between the employer and the employee or majority of employees involved.

- (d) The parties acknowledge the different work patterns that are sometimes required to meet customer requirements and agree that flexible start and finish times may be agreed from time to time to meet work requirements.
- (e) The employer may stagger the ordinary starting and finishing times of various groups of employees or individual employees may be staggered by their employer, by mutual agreement, provided that agreement will not be unreasonably withheld. Any such altered starting and finishing time will not invoke any penalty payment that would be payable if the spread of ordinary hours prescribed in clause 27(b) were observed.
- (f) Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks, to maximise available working time. Preparation for starting and finishing work, including personal clean up, will be in the employee's time.

## **28. Ordinary hours of duty**

**28.1** Up to 10 ordinary hours may be worked in any one rostered attendance by mutual agreement.

### **28.2 Ordinary hours - office based employees:**

Ordinary hours may be worked under one of the following arrangements:

- (a) Flexible hours - where employees may mutually agree to operate under flexible start and finish times based on an average 7.6 hour (7 hours and 36 minutes) day, with accrued time to be utilised by mutual agreement with the employee's manager. Up to 2 days may be accrued at any one time; or
- (b) Rostered hours - when rostered hours are worked in accordance with clause 28.3.

### **28.3 Ordinary hours – operational based employees:**

(a) Ordinary hours shall be based on a 152 hour, 4 week roster provided that on average all rostered employees shall have 2 consecutive days off each during each week during each work cycle unless agreed otherwise between the individual employee and their manager.

#### **(b) 9 day fortnight**

- (i) South Bank Parklands operational employees and Roma Street Parkland cleaning employees have previously worked an eight hour day across a 19 day month, providing for one ADO each four week period.
- (ii) This Agreement provides a 9 day fortnight model to replace the 19 day month arrangement for all operational based employees.
- (iii) Employees shall have one ADO each 2 week cycle in accordance with a fixed roster, or may be taken at a mutually convenient time each work cycle.
- (iv) Employees will work 8 hours and 26 minutes for a standard working day. Leave will be deducted at the same rate.
- (v) A maximum of 2 ADOs can be banked at any one time.
- (vi) Due to the specific business needs of the Water Services team over the summer period, employees may not be able to take more than one ADO at the rostered times between November and March. As a consequence, employees in Water Services team may bank up to 5 ADOs during this time, with this being reduced to no more than 2 ADOs by the end of the following September.
- (vii) ADOs are not able to be taken on a part-day basis.

#### **(c) 9 day fortnight implementation**

- (i) The 9 day fortnight arrangement will commence from the first full pay cycle following certification.



- (ii) It is the intention of the parties that City Parklands remains viable and that the introduction of a 9 day fortnight should not negatively impact on the achievement of required key performance indicators (KPIs) and service standards in the Parkland Management Agreement, and will not increase costs (for example through an increase in resourcing, labour or overtime costs), or impact fatigue or safety.
- (iii) Should the implementation of the 9 day fortnight impact negatively on KPI productivity, service delivery, costs for a specific team or teams, fatigue and/or safety the parties may review the 9 day fortnight arrangement for that team. Should such a consideration arise, the relevant Operations Manager will provide the parties information demonstrating that the impact on the productivity, service delivery and/or cost is related to the implementation of the 9 day fortnight arrangement.

**29. Payment of ordinary hours of duty**

- (a) Subject to clause 27, all ordinary hours of duty performed by an employee within the spread of ordinary hours prescribed in clause 27 shall be paid for as follows:
  - (i) Monday to Friday - ordinary time;
  - (ii) between 0000 and 2400 on a Saturday - time and one-half;
  - (iii) between 0000 and 2400 on a Sunday - double time;
  - (iv) between 0000 and 2400 on a public holiday - at the rate prescribed in clause 41.
- (b) Work done outside of the spread referred to in clause 27 shall be paid at overtime rates but may be deemed to be part of the ordinary hours where there is agreement between the employee and employer.

**30. Meal breaks**

An employee who works in excess of 5 hours on any day shall be allowed not less than 30 minutes for an unpaid meal break between the fourth and sixth hours of duty at times convenient to maintain the continuity of work.

**31. Rest pauses**

- (a) Every employee shall be entitled to a paid rest pause or pauses as follows:

Hours worked daily	Paid time
>4 <8 hours	10 minutes
8 hours	20 minutes

- (b) A rest pause(s) may be taken in a manner and at such time or times as agreed so that continuity of work will not be interrupted where continuity is necessary, bearing in mind appropriate health and safety practices.

**32. Overtime**

**32.1 General**

- (a) Employees shall work reasonable overtime whenever necessary, but 24 hours' notice shall be given, where practicable, to an employee required to work overtime.
- (b) All overtime must have the prior approval of an employee's supervisor.

**32.2 Payment for overtime**

- (a) All authorised overtime worked by an employee in excess of their ordinary daily hours of duty or outside their spread of ordinary working hours on a Monday to Saturday, inclusive, shall be paid at the rate of time and one-half for the first 2 hours and double time thereafter.
- (b) All authorised overtime worked by an employee on a Saturday shall be paid at the rate of time and one-half for the first 2 hours and double time thereafter with a minimum payment as for 3 hours' work.

- (c) All authorised overtime worked by an employee on a Sunday shall be paid at the rate of double time with a minimum payment as for 3 hours' work.
- (d) All authorised overtime worked by an employee on a public holiday shall be paid at the rate prescribed in clause 41.
- (e) All authorised overtime worked by an employee on an employee's rostered or accrued day off shall be paid at the rate of time and one-half for the first 2 hours and double time thereafter with a minimum payment as for 3 hours' work.
- (f) The minimum payments provided in clauses 32.2(b), (c) and (e) shall not apply where such overtime is performed immediately preceding or following ordinary hours.
- (g) Employees may elect to accrue authorised overtime at the prescribed rates as time off in lieu (TOIL). A maximum of 2 days TOIL may be accrued at any one time.
- (h) Clause 32.2(a) to (g) does not apply to employees appointed to or relieving in positions at classification CP7. However, where these employees are required to work additional hours they shall be entitled to time off in lieu on a time for time basis. If that time cannot be taken off within a 3 month period overtime will be paid on a time for time basis. Nothing in clause 32.2 (h) is to be taken to prevent the employer from exercising their discretion to make overtime payments at any time.

### **32.3 Meal breaks on overtime**

- (a) An employee working day work required to work overtime for:
  - (i) more than 1.5 hours after ordinary ceasing time or for more than one hour continuing beyond 1800 on any normal working day; or
  - (ii) more than 4 hours on a Saturday, Sunday, accrued day off or rostered day off,
 shall be provided with an adequate meal at the employer's expense or paid a meal allowance of \$12.85 in lieu of the provision of such meal.
- (b) Before commencing the overtime mentioned in clause 32.3(a)(i) the employee shall be entitled to take a 30 minute unpaid meal break.
- (c) Where the employer requires the employee to continue working for a further 4 hours of continuous overtime work in either of the situations mentioned in clauses 32.3(a) or (b), the employee will be entitled to a 20 minute paid crib break and either provided with an adequate meal at the employer's expense or paid an additional meal allowance of \$12.85.
- (d) Where an employee has been given notice to work overtime on the previous working day or prior thereto, and has brought to work a prepared meal and such overtime is cancelled, the employee shall be paid a meal allowance of \$12.85 for such prepared meal.

## **33. On call and recall to duty**

### **33.1 On call - additional payment**

- (a) Where an employee is instructed to be available on call outside ordinary or rostered working hours the employee shall be paid an allowance in accordance with the following:
  - (i) where the employee is on call during any day or night outside their ordinary working hours, Monday to Friday: \$26.50 for each day and/or night during which the employee remains on call; and
  - (ii) where the employee is on call during any day or night outside their ordinary working hours on a Saturday: \$39.75 for each day and/or night during which the employee remains on call; and
  - (iii) where the employee is on call during any day or night outside their ordinary working hours on a Sunday or public holiday: \$53.00 for each day and/or night during which the employee remains on call.

- (b) Employees required to remain on call must be able to be contacted and be able to respond within a reasonable period of time.
- (c) An employee on call who is requested to undertake duties remotely, i.e. without the need to return to their usual place of employment, shall be entitled to be paid at the applicable overtime rate for the time actually taken to deal with such matters, with a minimum payment of not less than one hour each day.
- (d) The payments prescribed in clause 33.1(a) shall be automatically adjusted in accordance with future dates and the relevant percentage increases in clause 21.

### **33.2 Recall to duty - from on call**

- (a) An employee on call being recalled to perform duty shall be paid for the time worked at the overtime rate prescribed in clause 32.2, such time to be calculated from home and return with a minimum payment as for 4 hours' work.
- (b) Overtime worked in the circumstances specified in clause 33.2 shall not be regarded as overtime for the purposes of clause 34 where the total of the actual time worked on such recall or on all of such recalls is less than 3 hours.
- (c) The parties recognise that it is the responsibility of management to develop and implement procedures and required work standards, which includes safety concerns, within each workplace.
- (d) Where successive short term recalls result in an employee not having opportunity for a reasonable period of unbroken sleep, the employee shall be afforded a 9 hour break before resuming work.

### **33.3 Recall to duty - other than from on call**

- (a) An employee (other than an employee on call) having been recalled to perform duty shall be paid for the time worked with a minimum payment as for 4 hours for each call out at the prescribed overtime rate, calculated as from home and return. Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 4 hours if the job the employee was recalled to perform is completed within a shorter period.
- (b) Notwithstanding the provisions of clause 33.3(a) an employee recalled to perform duty may be required to perform additional work of a breakdown or emergent nature which arises during the course of the work which was the subject of the recall.
- (c) The minimum payment prescribed in clause 33.3(a) shall not apply where the overtime is performed immediately preceding and/or is continuous with ordinary hours of duty.
- (d) An employee who is requested to undertake duties remotely, i.e. without the need to return to their usual place of employment, shall be entitled to be paid at the applicable overtime rate for the time actually taken to deal with such matters, with a minimum payment of not less than one hour each day.

### **33.4 Transport costs**

Where an employee is recalled to perform work the employee shall be refunded the reasonable cost of such transport.

## **34. Fatigue leave/rest period after overtime**

- (a) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that 9 consecutive hours off duty has not occurred shall be released after completion of such overtime until 9 consecutive hours off duty occur without loss of pay for ordinary working time occurring during such absence. The break is exclusive of reasonable travel required for the employee to return home.
- (b) In cases where an employee works overtime, for not less than two hours in aggregate, between 2300 and 0500 then the 9 consecutive hour break will commence from the conclusion of their last period of overtime even if it continues after 0500. This arrangement will also apply when overtime is worked on a Sunday, a Public Holiday or an ADO prior to a rostered work day.

- (c) If, on the instructions of the employer, an employee resumes or continues ordinary work without having had 9 consecutive hours off duty the employee shall be paid double rates until released from duty and shall then be entitled to be absent until 9 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.

## **Part 6 Leave and Public Holidays**

### **35. Annual leave**

- (a) A full-time employee shall be entitled to 4 weeks leave, due at the conclusion of each year of employment.
- (b) All leave shall be exclusive of public holidays.
- (c) Annual leave shall be taken after reasonable notice has been given:
  - (i) by the employee, or
  - (ii) by the employer in the circumstance where the employee has an accrued balance of leave in excess of two years' leave entitlement.
- (d) Annual leave will be paid as follows:
  - (i) the ordinary applicable weekly or hourly rate; and
  - (ii) annual leave loading calculated at the rate of 17.5% of the amount referred to in clause 35(d)(i).
- (e) Annual leave is also available to be taken at half pay. A minimum period of one (1) week must be taken for annual leave to be paid at half pay. For example, one (1) week of annual leave is equal to two (2) weeks leave on the equivalent of one week's pay.

### **36. Personal leave**

- (a) Full-time employees shall become entitled to 10 days paid personal leave for each completed year of employment.
- (b) Paid personal leave is not applicable to casual employees.
- (c) Employees may use any of their entitlement, and be paid for, personal illness or injury or to care for a member of their immediate family or household who is ill or injured, or to care for or support a person who has experienced domestic violence.
- (d) Employees should promptly notify their immediate supervisor of the nature of their illness/injury and the approximate duration of their absence.
- (e) If an employee takes carer's leave to care for or support a person who has experienced domestic violence, the employee must, if required by the employer and in accordance with the Act, provide a statutory declaration evidencing that the leave is necessary, or
  - (i) notice of the intention to take carer's leave; and
  - (ii) the name of the person requiring care and the person's relationship to the employee; and
  - (iii) the reason for taking the leave; and
  - (iv) the period the employee estimates the employee will be absent.
- (f) If the absence is to exceed three consecutive rostered attendances, a medical certificate from a recognised medical practitioner or other evidence to the satisfaction of City Parklands is to be produced for the period of absence.
- (g) Employees falling ill while on annual leave can, on the production of a medical certificate from a recognised medical practitioner, convert that proportion of their annual leave to their personal leave entitlement where

the claim is for a minimum of 5 consecutive working days incapacity.

- (h) Personal leave is cumulative.
- (i) Where an employee has a proven record of recurring absences on personal 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 personal leave taken for a period of six months thereafter. Examples of a proven record of recurring absences could include a 6 or more single day absence in a 6 to 9 month period, repeated one or two day absences attached to weekends or non work days, etc.
- (j) Where an employee has a personal leave absence during a period of notice prior to termination, or either before or after another leave period, the employer at their discretion may request a medical certificate for a single absence.

### **37. Bereavement leave**

- (a) Full-time employees shall, on the death of a member of their immediate family or household, be entitled to 2 days' paid bereavement leave up to and including the day of the funeral of such person. Proof of such death is to be furnished by the employee to the satisfaction of the employer.
- (b) An additional paid bereavement leave day is applicable if the distance required to deal with the matter is more than 300 kilometres from the employee's residence.
- (c) An employee may be granted additional bereavement leave without pay as determined by the Manager City Parklands. This includes extra time to travel and from the funeral or ceremony for the death.

### **38. Long service leave**

- (a) Employees are entitled to 13 weeks' long service leave on completion of 10 years' continuous service, and a further amount calculated at the rate of 1.3 weeks for each additional year of continuous service.
- (b) Long service leave is also available to be taken at half pay. A minimum period of two (2) weeks must be taken for long service leave to be paid at half pay. For example, two (2) weeks long service leave is equal to four (4) weeks leave on the equivalent of two weeks' pay.
- (c) An employee who has completed at least 7 years' continuous service is entitled to access proportionate long service leave while employed.
- (d) If an employee's service is terminated before the employee has completed 10 years' continuous service, the employee is entitled to a proportionate payment only if:
  - (i) the employee's service is terminated because of the employee's death; or
  - (ii) the employee terminates the service because of:
    - (A) the employee's illness or incapacity; or
    - (B) a domestic or other pressing necessity; or
  - (iii) the termination is because the employer:
    - (A) dismisses the employee for a reason other than the employee's conduct, capacity or performance; or
    - (B) unfairly dismisses the employee.

### **39. Parental leave**

Employees are entitled to parental leave subject to and in accordance with the provisions of the Act and the Award.

#### **39.1 Paid maternity leave**

- (a) Eligible employees (excluding casuals) with 12 months' continuous service are entitled to 14 weeks' paid maternity leave for the birth or adoption of a child.
- (b) Parental is also available to be taken at half pay. For example, 14 weeks' full time leave may be taken as 28 weeks at half pay.
- (c) **Maternity leave** means leave taken by a pregnant employee:
  - (i) for the birth of her child; or
  - (ii) to enable her to be the child's primary caregiver.

### **39.2 Paid paternity leave**

Eligible employees (excluding casuals) with 12 months' continuous service are entitled to one (1) week of paid paternity leave for the birth or adoption of a child.

### **39.3 Evidence**

Paid maternity and paternity leave is subject to the production of satisfactory evidence.

## **40. Domestic and family violence leave**

- (a) Employees are entitled to domestic and family violence leave subject to and in accordance with Division 7 of the Act.
- (b) An employee, other than a casual employee, is entitled to 10 days of domestic and family violence leave on full pay in a year if:
  - (i) the employee has experienced domestic violence; and
  - (ii) the employee needs to take domestic and family violence leave as a result of the domestic violence.
- (c) A casual employee is entitled to paid domestic and family violence leave for rostered work already advised or realised which falls within the requested leave period.
- (d) An employee's entitlement to domestic and family violence leave is conditional on the employee giving the employer notice of:
  - (i) the employee's absence from work; and
  - (ii) if it is possible to notify the employer before the leave is taken - the approximate period the employee will be absent.
- (e) Paid leave is at the employee's base rate of pay, i.e. without penalties.
- (f) The employee must give the employer notice under clause 40(d):
  - (i) before or on the day the employee is to take the leave; or
  - (ii) if it is not possible to notify the employer before the leave is taken—during the leave or as soon as possible after the leave ends.
- (g) An employee may use carer's leave to care for or support a person who has experienced domestic violence. Details for this are included in clause 36.
- (h) An employer may ask an employee to give the employer evidence that the employee has experienced domestic violence and needs to take leave as a result.
  - (i) The employee must comply with the request.
  - (j) Without limiting clause 40(h), the employee may comply with the request by giving the employer:

- (i) evidence from the police; or
  - (ii) evidence of a legal proceeding or a court report; or
  - (iii) evidence from a doctor or other health practitioner; or
  - (iv) a report from a counsellor; or
  - (v) written advice or a statutory declaration from the employee.
- (k) An employer who receives evidence under clause 40(j) must not disclose the evidence to someone else unless the disclosure is required or permitted under an Act.

#### **41. Public holidays**

Public holidays are provided for in Division 10 of the QES. Clauses 41.1 to 41.5 supplement the QES provisions.

##### **41.1 Payment for public holidays and for work on a public holiday**

- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who:
  - (i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;
  - (ii) is required to work on the public holiday shall, in addition to the payment prescribed in clause 41.1(a)(i), be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (b) An employee (including a casual employee) who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clause 32.
- (c) An employee (including a casual employee) who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (d) The minimum payment provided in clauses 41.1(a) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.

##### **41.2 Equivalent time off**

Subject to clause 41.1, an employee who performs work on any public holiday, or any day appointed under the *Holidays Act 1983* to be kept in place of any such holiday, shall at the employee's option receive time off equivalent to the number of hours worked, with a minimum of 4 hours in lieu of monetary compensation.

##### **41.3 Substitution**

- (a) Subject to statutory limitations (such as the time work may not be performed on Anzac Day) where there is agreement between the employer and an employee or employees, another ordinary working day may be substituted for a public holiday.
- (b) Where an employee is subsequently required to work on the substituted day they shall be paid at the rate prescribed in clause 41.1.

##### **41.4 Employees who do not ordinarily work Monday to Friday of each week**

- (a) An employee (other than a casual employee) who does not ordinarily work Monday to Friday of each week is entitled to public holidays as follows:
  - (i) either payment for each public holiday or a substituted day's leave; or

- (ii) where a public holiday would have fallen on a Saturday or a Sunday (e.g. Australia Day) but is substituted for another day, an employee who would ordinarily have worked on such Saturday or Sunday, but who is not rostered to work on such day, is entitled to payment for the public holiday or a substituted day's leave.
- (b) For the purpose of clause 41.4(a), payment for each public holiday will be paid at the ordinary hourly rate.
- (c) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day, an employee required to work on Christmas Day (i.e. 25 December) is to be paid at the rate of double time.
- (d) Nothing in clause 41.4 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

#### **41.5 Rostered day off on a public holiday**

- (a) An employee (other than a casual employee) whose rostered day off falls on a public holiday shall be granted a day's holiday in lieu at a time to be mutually arranged between the employer and the employee concerned, including by taking it in conjunction with annual leave.
- (b) For the purpose of clause 41.5(a), an additional day's wage will be paid at the ordinary hourly rate.
- (c) Nothing in clause 41.5 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

#### **42. Jury service**

- (a) A full-time and part-time employee required to attend for 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.
- (b) An employee shall notify the employer as soon possible of the date upon which the employee is required to attend for jury service.

#### **43. Natural disaster leave**

- (a) Employees unable to attend for scheduled duty due to circumstances caused by natural or civil disasters, or other special circumstances which may be deemed appropriate by their manager, may be granted up to two (2) days special paid leave per year.
- (b) The leave is not applicable where an employee chooses to undertake volunteer disaster relief work during a civil or natural disaster.

### **Part 7 Miscellaneous Provisions**

#### **44. Protective clothing**

- (a) The employer shall supply suitable safety clothing / uniforms and footwear to employees where necessary, free of charge.
- (b) 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.
- (c) Suitable personal protective equipment including but not limited to gloves, goggles, masks, sunscreen and hand protection cream shall be supplied by the employer for employees, where necessary.
- (d) The employer shall supply hats, where necessary, to employees usually working in areas of exposed sunlight at the employer's direction.



#### **45. Use of contractors**

- (a) City Parklands seeks to ensure a best practice work environment for its employees and those of its service providers.
- (b) Services such as security, and cleaning at South Bank, are essential to the good management of the Parklands, and where these services are contracted City Parklands expects contractors to recognise and commit to principles of corporate responsibility.
- (c) Contractors are expected to demonstrate that they understand the values and high standards of corporate responsibility adopted by their client and commit to ensure safe, fair and equitable working conditions for their own staff.
- (d) The following Principles shall apply:
  - (i) City Parklands:
    - supports good employment practices in striving to achieve "best value" delivery of services, where "best value" is defined in terms of the quality, cost of purchase and maintenance of any capital equipment required to perform the work. City Parklands' focus will be on pursuing performance improvement strategies for its employees;
    - will provide opportunity for a service to be delivered by in-house staff where it can be demonstrated that work is competitive on an overall "best value" basis;
    - supports the fair and equitable treatment of employees;
    - supports safe work places and practices;
    - encourages contractors to deliver appropriate quality services in a productive and innovative manner;
    - supports a fair labour market, pay and conditions for employees;
    - supports the existence of practical mechanisms for the voluntary settlement of disputes; and
    - expects its contractors to comply with all their legal responsibilities and contracted obligations as employers and corporate citizens.
  - (ii) Contractors providing services to City Parklands are expected to:
    - treat their clients, employees, and subcontractors fairly and ethically;
    - ensure that employee conditions and pay are fair for the work they are carrying out, in fulfilment of their responsibilities under federal, state, or territory law;
    - outline in their tenders the key parameters that will define relevant performance levels and standards and provide adequate staffing levels to achieve these performance levels and standards;
    - observe relevant occupational health and safety standards set down by law;
    - provide their employees with the appropriate training, supervision, equipment and materials to enable them to perform their job safely and efficiently;
    - demonstrate that they are backed with sufficient financial resources to cover employee entitlements; and
    - ensure that subcontractors also meet the principles set down in this clause.

### **Part 8 Compliance and Union Related Matters**

#### **46. Anti-discrimination**

- (a) In fulfilling their obligations under this Agreement, the parties must take reasonable steps to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects. Discrimination includes:
  - (i) discrimination on the basis of sex, relationship status, family responsibilities, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade union activity, lawful sexual activity, gender identity, sexuality and association with, or in relation to, a person identified on the basis of any of the above attributes;
  - (ii) sexual harassment; and

- (iii) racial and religious vilification.
- (b) Nothing in clause 46 is to be taken to affect:
  - (i) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
  - (ii) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Australian Human Rights Commission/Anti-Discrimination Commission Queensland.

**47. Union related matters**

**47.1 Union encouragement**

- (a) The parties recognise the right of individuals to join a union and will encourage that membership. However, it is also recognised that union membership remains at the discretion of individuals.
- (b) An application for union membership and information on the relevant union/s will be provided to all employees at the point of engagement.
- (c) Information on the relevant union/s will be included in induction materials.
- (d) Union representative/s will be provided with the opportunity to discuss union membership with new employees.

**47.2 Union delegates**

- (a) Union delegates have a role to play within a workplace. The existence of accredited union delegates is encouraged.
- (b) The employer shall not unnecessarily hinder accredited union delegates in the reasonable and responsible performance of their duties.

**47.3 Industrial relations education leave**

- (a) Upon written application by an employee to the employer, such application being endorsed by the union and given to the employer at least one month in advance, the employee shall be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by a union or specific training courses approved and accredited by a union.
- (b) Other courses mutually agreed between the union and the employer may be included under clause 47.3.
- (c) For the purposes of clause 47.3(a), **ordinary pay** shall mean at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.
- (d) The granting of such leave shall be subject to the following conditions:
  - (i) An employee must have at least 12 months' uninterrupted service with the employer prior to such leave being granted.
  - (ii) The maximum number of employees attending a course or seminar at the same time will be as follows:
    - (A) where the employer employs from 10 to 100 employees    2
    - (B) where the employer employs over 100 employees            4
- (e) The granting of such leave shall be subject to the convenience of the employer and so that the operations of the employer will not be unduly affected.
- (f) The scope, content and level of the course shall be such as to contribute to a better understanding of

industrial relations within the employer's operations.

- (g) In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
- (h) Leave granted to attend courses will not incur additional payment if such course coincides with the employee's day off in 38 hour week working arrangements or with any other concessional leave.
- (i) Such paid leave will not affect other leave granted to employees under this Agreement.

#### **47.4 Right of entry**

##### (a) Authorised industrial officer

- (i) An 'authorised industrial officer' is any union official holding a current authority issued by the Industrial Registrar.
- (ii) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the union.

##### (b) Entry procedure

- (i) An authorised industrial officer may enter a workplace at which the employer carries on a calling of the officer's organisation, during the employer's business hours, to exercise a power under Chapter 9, Part 1, Division 5, Subdivision 2 of the Act as long as the authorised industrial officer:
  - (A) has notified the employer or the employer's representative of the officer's presence; and
  - (B) produces their authorisation, if required by the employer or the employer's representative.
- (ii) Clause 47.4(b)(i) does not apply if, on entering the workplace, the officer discovers that neither the employer nor the employer's representative having charge of the workplace is present.
- (iii) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (iv) If the authorised industrial officer does not comply with a condition of clause 47.4(b)(i) the authorised industrial officer may be treated as a trespasser.

##### (c) Inspection of records

- (i) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 339 of the Act.
- (ii) An authorised industrial officer is entitled to inspect such time and wages records of any current employee except if the employee:
  - (A) is ineligible to become a member of the authorised industrial officer's union; or
  - (B) has made a written request to the employer that they do not want their record inspected.
- (iii) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (iv) A person must not, by threats or intimidation, persuade or attempt to persuade an employee or prospective employee to make, or refuse to make, a written request to the employer or prospective employer that the record not be available for inspection by an authorised industrial officer.

##### (d) Discussions with employees

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the union:

- (i) matters under the Act during working or non-working time; and

- (ii) any other matter with a member or employee eligible to become a member of the union, during non-working time.
- (e) Conduct
  - (i) The employer must not obstruct the authorised industrial officer exercising their right of entry powers.
  - (ii) An authorised industrial officer must not wilfully obstruct the employer, or an employee during the employee's working time.

*Note: Clause 47.4 - Right of entry, deals with comparable provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to Chapter 9, Part 1, Division 5 of the Act as amended from time to time.*

## Part 9 Signatories

Signed for and on behalf of City Parklands Services	Shaun Walsh
In the presence of	Paul Madden
Signed for and on behalf of The Australian Workers' Union of Employees, Queensland	Stephen Baker
In the presence of	Barry Watson
Signed for and on behalf of Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland	Jade Ingham
In the presence of	Leanne Butkus
Signed for and on behalf of The Electrical Trades Union of Employees Queensland	Peter Ong
In the presence of	Paul Madden
Signed for and on behalf of Plumbers & Gasfitters Employees' Union Queensland, Union of Employees	Gary O'Halloran
In the presence of	Shannon Fogarty
Signed for and on behalf of Queensland Services, Industrial Union of Employees	Neil Henderson
In the presence of	Paul Madden
Signed for and on behalf of United Voice, Industrial Union of Employees	Gary Bullock
In the presence of	Evanna Beljak

## Schedule 1: Generic Classification Descriptors

### City Parklands (CP) 1

Not presently in use.

### City Parklands (CP) 2

A **CP 2 employee** shall mean an employee appointed as a trainee in any of the position descriptions in classification CP 3 who does not possess the statutory qualification or experience to presume competency at that classification.

An employee at this classification performs basic routine duties essentially of a manual nature and to their level of training. Persons at this classification exercise minimal judgment and work under direct supervision whilst undergoing structured training to meet the skills requirements for CP 3 positions.

CP 2A	Entry level
CP 2B	On completion of half of the structured training

### City Parklands (CP) 3

A **CP 3 employee** shall mean an employee appointed as such, who is specifically trained to perform tasks within the position descriptions/roles assigned to this classification.

An employee at this classification performs work above and beyond the skills of an employee at classification CP 2 and to the level of their training. Such an employee:

- works under routine to limited supervision either individually or in a team environment;
- is responsible for the quality of their own work, subject to routine to limited supervision;
- exercises discretion within their level of skills and training, and may assist in the provision of on the job training;
- may work from more detailed instructions and procedures;
- is responsible for assuring the quality of their own work.

Indicative positions in this classification are:

- Administrative Assistant
- Cleaner
- Events Assistant
- Receptionist
- Records Clerk

CP 3A	Employees at this level may include the initial recruit who may have limited relevant experience. Work is likely to be performed under close direction and may be subject to checking at all stages.
CP 3B	Work is likely to be performed under routine supervision with intermittent checking.  Employees may be required to give assistance to less experienced employees in the same and lower classifications.
CP 3C	At this level employees have had sufficient experience and/or training to enable them to carry out their assigned duties under limited supervision.  Employees are responsible and accountable for their own work, with checking related to overall progress. In some situations general instructions may be necessary.  Employees may be required to provide guidance and support to other employees.  Operational roles do not require a trade certificate through the completion of an AQF Level III Apprenticeship.

## City Parklands (CP) 4

A **CP 4 employee** shall mean an employee appointed as such who has completed appropriate accredited training either externally or in-house or has displayed equivalent competency so as to enable the employee to perform tasks within the scope of position descriptions/roles assigned to this classification.

An employee at this classification performs work above and beyond the skills of an employee at classification CP 3 and to the level of their training. Such an employee:

- exercises a degree of discretion and judgement and makes decisions within the scope of this grade;
- co-ordinates work in a team environment or works individually under general supervision;
- works from more complex instructions and procedures;
- assists in the provision of on the job training;
- performs non-trade tasks incidental to their work;
- is responsible for assuring the quality of their own work.

An employee at this classification may hold a trade or professional qualification and is able to exercise the skills and knowledge of that qualification. In the absence of formal qualifications, and in non-trade areas, relevant experience may be sufficient to enable a person to be classified at this classification level.

CP 4A	<p>Employees at this level have achieved a standard for them to be able to perform a range of general and allocated duties or features of the work.</p> <p>Work is likely to be without supervision with general guidance on progress and outcomes sought, and involves the application of a broad range of knowledge and skills. Initiative, discretion and judgement are required in carrying out assigned duties.</p> <p>Employees may be required to assist and/or provide guidance to other employees.</p> <p>Operational roles do not require a trade certificate through the completion of an AQF Level III Apprenticeship.</p> <p>Indicative positions in this classification include:</p> <ul style="list-style-type: none"> <li>• Administrator</li> </ul>
CP 4B	<p>Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work.</p> <p>Work is likely to be without supervision with general guidance on progress and outcomes sought, and involves the application of knowledge with depth in some areas and a broad range of skills. Initiative, discretion and judgement are required in carrying out assigned duties.</p> <p>Such employees may be required to give assistance and/or guidance to employees at the same or at a lower classification.</p> <p>Operational roles may require a trade certificate through the completion of an AQF Level III Apprenticeship.</p> <p>Indicative positions in this classification include:</p> <ul style="list-style-type: none"> <li>• Administrator</li> <li>• Horticultural Officer</li> <li>• Irrigation Officer</li> <li>• Maintenance Officer</li> <li>• Water Services / Treatment Officer</li> <li>• Carpenter</li> <li>• Painter</li> </ul>
CP 4C	<p>Employees at this level will have achieved a level of knowledge sufficient for them to give independent advice and/or information in relation to specific areas of their responsibility.</p> <p>They exercise initiative, discretion and judgement regularly in the performance of their duties.</p>

	<p>Operational roles require a trade certificate through the completion of an AQF Level III Apprenticeship, plus a requirement for a trade licence and/or registration.</p> <p>Indicative positions in this classification include:</p> <ul style="list-style-type: none"> <li>• Finance Officer</li> <li>• Maintenance Electrician</li> <li>• Plumber</li> </ul>
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**City Parklands (CP) 5**

A **CP 5 employee** shall mean an employee appointed as such who has completed appropriate, accredited, training or who has acquired equivalent competency so as to enable the employee to perform work within the scope of this classification **or** an employee who has completed an appropriate level course in a skill stream of the type covered by this classification and is able to exercise the skills and knowledge required of an employee at this classification level.

Indicative skills include the following:

- understands and applies quality control techniques;
- exercises good interpersonal and communication skills;
- exercises discretion and judgment and makes decisions within the scope of this grade;
- performs work under limited management supervision either individually or in a team environment;
- may supervise the work of others;
- able to inspect products and/or materials for conformity with established operation service standards.

Allocation of roles to levels within this classification will be based on an assessment of the following factors:

- The nature and scope of the work and associated complexities and challenges
- The levels of responsibility and accountability, including the size of team and responsibility for other roles
- The level of autonomy and guidance / supervision

CP 5A	<p>Indicative duties and skills for this level are:</p> <ul style="list-style-type: none"> <li>• independent operator providing specialist support across a wide range of areas for a department</li> <li>• provide specialised knowledge and advice either individually or to a small to medium work area of the team</li> <li>• lead, supervise and support a team on a day to day basis</li> <li>• support the planning, allocation and monitoring of work requirements of an allocated group within a team</li> <li>• responsibility includes coordination of workflow processes, responsibility for the quality of output.</li> </ul> <p>Indicative positions include:</p> <ul style="list-style-type: none"> <li>• Administration Officer (Events)</li> <li>• Operations Administration Officer</li> <li>• Senior Horticulturalist (RSP)</li> <li>• Senior Water Treatment Officer</li> </ul>
CP 5B	<p>Indicative duties and skills for this level are:</p> <ul style="list-style-type: none"> <li>• accountable for a functional area in the organisation</li> <li>• provide specialised knowledge and advice either individually or to a medium to large sized work group / team</li> <li>• lead, supervise and support a team on a day to day basis</li> <li>• financial delegation to procure and engage contractors</li> <li>• support the planning, and responsible for the allocation, monitoring and administration of work requirements on a day to day basis</li> <li>• responsibility includes coordination of workflow processes, responsibility for the quality of output.</li> </ul> <p>Indicative positions include:</p>



	<ul style="list-style-type: none"> <li>• Corporate Reporting Officer</li> <li>• Payroll Officer</li> <li>• Personal Assistant / Administration Coordinator</li> <li>• Procurement Officer</li> <li>• Senior Horticultural Officer (SBP)</li> <li>• Senior Maintenance Officer</li> <li>• Senior Water and Electrical Officer (RSP)</li> </ul>
CP 5C	<p>Indicative duties and skills for this level are:</p> <ul style="list-style-type: none"> <li>• solely accountable for more than one functional area in the organisation</li> <li>• provide specialised knowledge and advice either individually or to a larger and more complex work group / team</li> <li>• lead, supervise and support a team on a day to day basis</li> <li>• financial delegation to procure and engage contractors</li> <li>• support the planning, and responsible for the allocation, monitoring and administration of work requirements on a day to day basis</li> <li>• responsibility includes coordination of workflow processes, responsibility for the quality of output.</li> </ul> <p>Operational roles associated with more complex work requirements and roles requiring a trade certificate through the completion of an AQF Level III Apprenticeship and/or registration.</p> <p>Indicative positions include:</p> <ul style="list-style-type: none"> <li>• Assistant Supervisor Horticulture Team (RSP)</li> <li>• Senior Electrician</li> <li>• Senior Water Services Officer</li> </ul>

## City Parklands (CP) 6

A **CP 6 employee** shall be graded at this classification where the principal characteristics of their employment, as determined by the employer, are identified as follows:

- have achieved a level of organisation or industry specific knowledge sufficient for them to give independent advice and/or information to the organisation and clients in relation to specific areas of their responsibility.
- exercise initiative, discretion and judgement regularly in the performance of their duties. They are able to train employees in lower classifications by personal instruction and demonstration.
- whilst not a pre-requisite, a feature of this classification is responsibility for supervision of employees in lower levels in terms of co-ordinating work flow, checking progress and resolving problems.
- judgement is required in planning and selecting appropriate equipment, services, techniques and work organisation for self and others.

Indicative typical duties and skills in this classification may include:

- prepares reports of a technical nature on specific tasks or assignments;
- has an overall knowledge and understanding of the operating principle of the systems and equipment on which a tradesperson is required to carry out their task;
- assists in the provision of on-the-job training;
- responsibility for the preparation of financial/tax schedules; calculation of costings and/or wage requirements; completion of personnel/payroll data for authorisation; reconciliation of accounts to balance;
- advise on/provide information on a number of work related topics such as legal or regulatory issues.

Allocation of roles to levels within this classification will be based on an assessment of the following factors:

- The nature and scope of the work and associated complexities and challenges
- The levels of responsibility and accountability, including the size of team and responsibility for other roles
- The level of autonomy and supervision.

CP 6A	<p>Indicative duties and skills for this level are:</p> <ul style="list-style-type: none"> <li>• planning, directing, coordinating or financial control within budgets, material and workforce limitations established by management and the implementation of organisational policies</li> <li>• provide specialist knowledge and advice</li> <li>• lead and manage small teams / functions to achieve the delivery of specified outcomes</li> <li>• accountable for the planning, allocation and monitoring of work requirements</li> <li>• managerial responsibility includes coordination of workflow processes, responsibility for the quality of output, and input to local strategic plans.</li> </ul> <p>Indicative positions include:</p>
CP 6B	<p>Indicative duties and skills for this level are:</p> <ul style="list-style-type: none"> <li>• detailed planning, directing, coordinating or financial control within budgets, material and workforce limitations established by management and the implementation of organisational policies</li> <li>• provide specialist knowledge and advice</li> <li>• lead and manage medium sized or multi functional teams / functions to achieve the delivery of specified outcomes</li> <li>• accountable for the planning, allocation and monitoring of work requirements</li> <li>• managerial responsibility includes coordination of workflow processes, responsibility for the quality of output, and input to local strategic plans.</li> </ul> <p>Indicative positions include:</p> <ul style="list-style-type: none"> <li>• Events and Weddings Coordinator</li> <li>• Horticulture Supervisor</li> <li>• Maintenance Supervisor</li> <li>• Services Supervisor Water and Electrical</li> </ul>
CP 6C	<p>Indicative duties and skills for this level are:</p>

	<ul style="list-style-type: none"> <li>• detailed planning, directing, coordinating or financial control within budgets, material and workforce limitations established by management and the implementation of organisational policies</li> <li>• provide highly specialised knowledge and advice</li> <li>• lead and manage larger and more complex teams / functions to achieve the delivery of specified outcomes</li> <li>• accountable for the planning, allocation and monitoring of work requirements</li> <li>• managerial responsibility includes coordination of workflow processes, responsibility for the quality of output, and input to local strategic plans.</li> </ul> <p>Indicative positions include:</p> <ul style="list-style-type: none"> <li>• Electrical Supervisor</li> <li>• Facilities and Contracts Coordinator</li> <li>• Records and Information Management Coordinator</li> <li>• Special Projects Officer</li> <li>• Water Services Supervisor</li> </ul>
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### City Parklands (CP) 7

A **CP 7 employee** shall be graded at this classification where the principle characteristics of their employment, as determined by the employer, are identified as follows:

- employees are subject to broad guidance or direction and would report to more senior staff as required.
- such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to independently advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field/s of their expertise.
- they are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision, in terms of, *inter alia*; scheduling workloads, resolving operations problems, monitoring the quality of work produced, counselling staff for performance as well as work related matters.
- they would also be able to train and to supervise employees in lower classifications by means of personal instruction and demonstration. They often exercise initiative, discretion and judgement in the performance of their duties.

The possession of relevant post-secondary qualifications may be appropriate but not essential.

Indicative typical duties and skills in this classification may include:

- apply detailed knowledge of the organisation's objectives, performance, projected areas of growth, trends and general industry conditions for the purposes of assisting in developing policy or new services to meet changing needs or other circumstances;
- operate and be responsible for complex and diverse financial and payroll systems;
- manage, coordinate and control key functional activities such as procurement, asset management, project management, etc.
- application of computer software packages including evaluating and determining optimum software solutions or the integration of complex word processing/data/graphics text;
- preparation of internal reports for management in any or all of the following areas:
  - accounts/financial
  - staffing
  - legislative requirements
  - other significant company activities/operations.
- finalisation of quotations or costings by applying a detailed knowledge of variable inputs, margins, market conditions, supply and delivery arrangements.

Allocation of roles to levels within this classification will be based on an assessment of the following factors:

- The nature and scope of the work and associated complexities and challenges
- The levels of responsibility and accountability, including the size of team and responsibility for other roles
- The level of autonomy and supervision.

CP 7A	<p>Indicative duties and skills for this level are:</p> <ul style="list-style-type: none"> <li>• may be solely accountable for the management of a work unit or functional area in the organisation</li> <li>• provide expert advice and knowledge</li> <li>• planning, coordination and delivery of major projects</li> <li>• accountable for the planning, allocation and management of work requirements</li> <li>• prioritising work, monitoring workflow and assist with the development of local strategic plans and policies</li> </ul> <p>Indicative positions include:</p> <ul style="list-style-type: none"> <li>• Projects Coordinator</li> <li>• Senior IT Coordinator</li> <li>• Senior Workplace Health and Safety Adviser</li> </ul>
CP 7B	<p>Indicative duties and skills for this level are:</p> <ul style="list-style-type: none"> <li>• solely accountable for the management of a significant work unit / department or functional area in the organisation</li> <li>• provide expert advice and knowledge</li> <li>• accountable for the planning, allocation and management of work requirements</li> <li>• prioritising work, monitoring workflow and leading the development of local strategic plans and policies</li> </ul> <p>Indicative positions include:</p> <ul style="list-style-type: none"> <li>• Horticultural Curator</li> <li>• Procurement Manager</li> <li>• Senior Marketing and Communications Officer</li> </ul>
CP 7C	<p>Indicative duties and skills for this level are:</p> <ul style="list-style-type: none"> <li>• work is performed under limited direction with a significant degree of accountability and discretion in decision making permitted within the boundaries of broad guidelines to achieve organisational goals</li> <li>• solely accountable for the management of a large or more complex work unit/s, department, function/s</li> <li>• provide expert advice and knowledge</li> <li>• accountable for the planning, allocation and management of work requirements</li> <li>• prioritising work, monitoring workflow and leading the development of local, and imputing into organisational, strategic plans and policies</li> </ul> <p>Indicative positions include:</p>

**Schedule 2: Wages Schedule**

Classification	Level	pre certification		Effective from 1 January 2016		Effective from 1 January 2017		Effective from 1 January 2018		Effective from 1 January 2019	
		Per week <sup>1</sup>	Annual <sup>2</sup>	Per week <sup>1</sup>	Annual <sup>2</sup>	Per week <sup>1</sup>	Annual <sup>2</sup>	Per week <sup>1</sup>	Annual <sup>2</sup>	Per week <sup>1</sup>	Annual <sup>2</sup>
<b>CP1 (not in use)</b>											
<b>CP2</b>	<b>A</b>	\$702	\$36,504	\$717	\$37,307	\$733	\$38,128	\$749	\$38,967	\$766	\$39,824
	<b>B</b>	\$748	\$38,896	\$764	\$39,752	\$781	\$40,626	\$798	\$41,520	\$816	\$42,433
<b>CP3</b>	<b>A</b>	\$806	\$41,912	\$824	\$42,834	\$842	\$43,776	\$860	\$44,739	\$879	\$45,724
	<b>B</b>	\$859	\$44,668	\$878	\$45,651	\$897	\$46,655	\$917	\$47,681	\$937	\$48,730
	<b>C</b>	\$932	\$48,464	\$953	\$49,530	\$973	\$50,620	\$995	\$51,734	\$1,017	\$52,872
<b>CP4</b>	<b>A</b>	\$961	\$49,972	\$982	\$51,071	\$1,004	\$52,195	\$1,026	\$53,343	\$1,048	\$54,517
	<b>B</b>	\$991	\$51,532	\$1,013	\$52,666	\$1,035	\$53,824	\$1,058	\$55,008	\$1,081	\$56,219
	<b>C</b>	\$1,055	\$54,860	\$1,078	\$56,067	\$1,102	\$57,300	\$1,126	\$58,561	\$1,151	\$59,849
<b>CP5</b>	<b>A</b>	\$1,113	\$57,876	\$1,137	\$59,149	\$1,163	\$60,451	\$1,188	\$61,780	\$1,214	\$63,140
	<b>B</b>	\$1,185	\$61,620	\$1,211	\$62,976	\$1,238	\$64,361	\$1,265	\$65,777	\$1,293	\$67,224
	<b>C</b>	\$1,262	\$65,624	\$1,290	\$67,068	\$1,318	\$68,543	\$1,347	\$70,051	\$1,377	\$71,592
<b>CP6</b>	<b>A</b>	\$1,310	\$68,120	\$1,339	\$69,619	\$1,368	\$71,150	\$1,398	\$72,716	\$1,429	\$74,315
	<b>B</b>	\$1,391	\$72,332	\$1,422	\$73,923	\$1,453	\$75,550	\$1,485	\$77,212	\$1,518	\$78,910
	<b>C</b>	\$1,481	\$77,012	\$1,514	\$78,706	\$1,547	\$80,438	\$1,581	\$82,207	\$1,616	\$84,016
<b>CP7</b>	<b>A</b>	\$1,656	\$86,112	\$1,692	\$88,006	\$1,730	\$89,943	\$1,768	\$91,921	\$1,807	\$93,944
	<b>B</b>	\$1,763	\$91,676	\$1,802	\$93,693	\$1,841	\$95,754	\$1,882	\$97,861	\$1,923	\$100,014
	<b>C</b>	\$1,876	\$97,552	\$1,917	\$99,698	\$1,959	\$101,892	\$2,003	\$104,133	\$2,047	\$106,424

Notes:

<sup>1</sup> Rounded to the nearest dollar.

<sup>2</sup> Annual wages (weekly rate x 52) are for reference purposes only.

## **Schedule 3: Translation Arrangements to the new classification structure**

### **Background**

The City Parklands Classification Structure referred to in clause 20 and outlined in Schedule 1 was adopted through the 2016 Award modernisation process and approved by the Full Bench of the Queensland Industrial Relations Commission.

It is a single structure that was developed specifically for the work at South Bank Parklands and through the Award modernisation process it was adopted for all employees at both parklands as it was considered the roles at Roma Street Parkland do not substantially differ to those at South Bank Parklands.

### **Translation process**

All employees who are not already on the classification structure will translate from the date this Agreement is certified.

Allocation to a classification and to a level within that classification is undertaken in accordance with the process in clause 20.1 of this Agreement using the generic classification descriptors contained in Schedule 1.

When translating to the new classification structure there are three scenarios that will occur, depending on individual circumstances:

- (a) the translation level is equal to the employee's current rate of pay, and so there is no change
- (b) the employee translates to a new level that is greater than their current rate of pay, and so will be paid at the rate prescribed for that level – they will receive an increase in their pay
- (c) the employee translates to a new level where the pay rate is less than their current rate of pay. The current salary amount will be protected (meaning it will remain as is) with a market adjustment payment (MAP).

City Parklands is protecting the salary level of all translating staff. No existing employees will suffer a reduction in their current rate of pay as a result of the above translation.

Each individual will be provided with details that are specific to them.

### **"Market Adjustment Payment" (MAP)**

A "Market Adjustment Payment" (MAP) is an amount paid in addition to the transitioned classification level pay rate so that the employee is not disadvantaged by moving onto the City Parklands classification structure.

EBA pay rises in future years will apply to both the City Parklands classification rate of pay as well as the MAP component.

The MAP is taken into consideration for leave loading and superannuation purposes, as well as for calculating overtime and penalty rates.

### **Translation outcome**

While the translation outcome to a classification and level for most roles will be consistent with other established levels there are some individual roles where the outcome is not understood or is not agreed.

In these situations the employee should initially discuss the matter with their manager, and if still a concern, then with the Human Resources Manager.

The HR Manager will consider the matter in accordance with clause 20.1. The HR Manager will use the classification descriptors and the internal relativities of other positions to determine the degree of complexity and responsibility of duties, skills and knowledge to confirm the classification level.

The outcome will be approved by Manager City Parklands.

In accordance with clause 20.1(b) where an employee is still unsatisfied with the outcome the employee, and where requested, their representative, may have the matter dealt with in accordance with clause 10 – Prevention and Settling Disputes.

**Schedule 4: Employees entitled to work 36.25 ordinary hours per week**

(a) The ordinary hours of duty, exclusive of meal breaks, for the employees identified in the table in clause (b) below shall be an average of 36.25 hours per week and 7.25 hours per day.

(b) Table:

<b>Employee number</b>
01001
01381
10001
10003
10012
10014
10025
10028
10029
10033
10040

(c) The employees listed in the table in clause (b) shall work their ordinary hours on one of the following bases as determined by the employer after consultation with the employee:

- (i) 36.25 ordinary hours within a work cycle not exceeding 7 consecutive days; or
- (ii) 72.5 ordinary hours within a work cycle not exceeding 14 consecutive days; or
- (iii) 108.75 ordinary hours within a work cycle not exceeding 21 consecutive days; or
- (iv) 145 ordinary hours within a work cycle not exceeding 28 consecutive days; or
- (v) any other arrangement mutually agreed between the employer and the affected employee or employees, provided that the ordinary hours do not exceed an average of 36.25.

(d) Different methods of working a 36.25 week may apply to individual employees, groups or sections of employees.

(e) The method of working a 36.25 week may be altered by the employer after giving seven days' notice or such shorter period as may be mutually agreed upon between the employer and the majority of affected employees.



## **Schedule 5: Redundancy**

### **1. Redundancy pay**

Where City Parkland's declares an employee's position redundant the employee shall be paid two weeks' pay for each completed year of service, capped at 52 week.

"Weeks' pay" means the ordinary time rate of pay for the employee concerned.

The following are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

### **2. Consultation before termination**

- (a) Where the employer decides that the employer no longer wishes the job the employee/s has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee/s directly affected and, where relevant, their union or unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision which will invoke the provisions of clause 2(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employee/s concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employee/s concerned and, where relevant, their union or unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out.
- (d) Notwithstanding the provision of clause 2(c), the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### **3. Transfer to lower paid duties**

- (a) Where an employee is transferred to lower paid duties by reason of redundancy the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under the redundancy pay provisions of the Queensland Employment Standards in the Act.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee;
  - (ii) the amounts payable to the employee for the hours including, for example, allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.

### **4. Employee leaving during notice**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this Schedule had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

## **5. Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must 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 must, at the request of the employer, produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) Clause 5 in this Schedule applies instead of clause 18.2 in cases of redundancy.

## **6. Transmission of business**

- (a) Where a business is, whether before or after the date of commencement of this Agreement, transmitted from the employer (transmittor) to another employer (transmittee) and an employee who at the time of such transmission was an employee of the transmittor of the business becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clauses 6 and 7, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

## **7. Exemption where transmission of business**

The provisions of clause 6 are not applicable where a business is, before or after the date of commencement of this Agreement, transmitted from the employer (transmittor) to another employer (transmittee) in any of the following circumstances:

- (a) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
- (b) where the employee rejects an offer of employment with the transmittee:
  - (i) 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 transmittor; and
  - (ii) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

## **8. Alternative employment**

The employer, in a particular case, may make application to the commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

## **9. Employees exempted**

Schedule 5 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task/s; or
- (c) to casual employees; or
- (d) to employees with less than one year's continuous service in which case the general obligation on employers 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.