

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

*Industrial Relations Act 2016*

*City Parklands Services Award – State 2016*

*Matter No. B/2022/52, B/2022/53 and B/2022/54*

**REPRINT OF AWARD UNDER SECTION 980**

**Certification of Reprint**

Following the general ruling made by the Commission in the 2022 State Wage Case, the *City Parklands Services Award – State 2016* is hereby reprinted, under s 980 of the *Industrial Relations Act 2016*.

I hereby certify that the Award contained herein is a true and correct copy of the *City Parklands Services Award – State 2016* as at 1 September 2022.

**Name of modern award:** *City Parklands Services Award – State 2016*

**Operative date of the modern award reprint:** 1 September 2022

**Operative date of modern award:** As per clause 2 of the modern award

By the Registrar

M. SHELLEY

5 September 2022

# CITY PARKLANDS SERVICES AWARD – STATE 2016

## Table of Contents

	<b>Page</b>
<b>PART 1 - Title and Operation .....</b>	<b>4</b>
1. Title.....	4
2. Operation .....	4
3. Definitions and interpretation.....	4
4. Coverage.....	5
5. The Queensland Employment Standards and this Award .....	6
6. Enterprise flexibility and facilitative award provisions.....	6
<b>PART 2 - Dispute Resolution .....</b>	<b>7</b>
7. Dispute resolution.....	7
<b>PART 3 - Types of Employment, Consultation and Termination of Employment.....</b>	<b>8</b>
8. Types of employment .....	8
9. Termination of employment .....	11
10. Redundancy .....	12
11. Consultation - Introduction of changes .....	14
<b>PART 4 - Minimum Wage Levels, Allowances and Related Matters .....</b>	<b>15</b>
12. Classifications and minimum wage levels .....	15
13. Allowances .....	17
14. Superannuation .....	21
<b>PART 5 - Hours of Work and Related Matters .....</b>	<b>22</b>
15. Hours of duty.....	22
16. Meal breaks .....	25
17. Rest pauses .....	26
18. Overtime .....	27
<b>PART 6 - Leave of Absence and Public Holidays .....</b>	<b>30</b>
19. Annual leave .....	30
20. Personal leave .....	30
21. Parental leave.....	31
22. Long service leave .....	31

23. Public holidays .....	32
24. Jury service .....	33
<b>PART 7 - Travelling or Working Away From Usual Place of Work .....</b>	<b>33</b>
25. Travelling .....	33
<b>PART 8 - Union Related Matters .....</b>	<b>33</b>
26. Union encouragement.....	33
27. Union delegates .....	34
28. Industrial relations education leave .....	34
29. Right of entry.....	35
<b>Schedule 1 - Generic Classification Descriptors.....</b>	<b>37</b>
<b>Schedule 2 - Employees entitled to work 36.25 ordinary hours per week .....</b>	<b>43</b>
<b>Schedule 3 - Supported Wage System .....</b>	<b>44</b>

## **PART 1 - Title and Operation**

### **1. Title**

This Award is known as the *City Parklands Services Award – State 2016*.

### **2. Operation**

- (a) This Award, made on 6 September 2016, operates from 1 March 2017.
- (b) The monetary obligations imposed on the employer by the making of this Award may be absorbed into over award payments unless inconsistent with the express terms of an applicable industrial instrument. Nothing in this Award requires the employer to maintain or increase any overaward payment.

### **3. Definitions and interpretation**

Unless the context otherwise requires, in this Award:

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

**accrued day off** 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 clauses 15.1 or 15.2

**afternoon shift** means any shift finishing after 1800 and at or before 2400

**Australian Qualifications Framework (AQF)** means the national system of recognition for the issue of vocational qualifications

**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

**continuous shift work** means work done by separate relays of employees where the hours of work are regularly rotated in accordance with a shift roster covering a 24 hour per day operation over a 7 day week

**City Parklands** means City Parklands Services Pty Ltd ABN 72 068 043 318

**day shift** means any shift worked as part of a non-continuous shift work system or a continuous shift work system which is not an afternoon shift or a night shift

**day work** means a single period of work (excluding a meal break) performed during the spread of ordinary hours which is not part of a non-continuous shift work system or a continuous shift work system

**day worker** means a person who works day work

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

**employer** means City Parklands

**generic classification descriptor** means a broad, concise statement of the duties, skills and responsibilities indicative of a given classification level

**majority of shift** means the day on which the major proportion of ordinary hours is worked where the starting and finishing times of that shift occur on different days

**night shift** means any shift finishing after 2400 and at or before 0800

**non-continuous shift work** means work regularly rotated in accordance with a roster which prescribes 2 or more shifts (day, afternoon or night) per day but which does not cover a 24 hour per day operation over a 7 day week (see continuous shift work)

**ordinary hourly rate** means the ordinary fortnightly Award wage rate for a relevant classification of employee divided by the ordinary fortnightly 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 15.1(h). Depending on the working arrangements, a Saturday and/or Sunday may also be a rostered day off

**shift work** means work performed by an employee on day shift, afternoon shift or night shift, either solely or in any combination thereof, as part of a non-continuous shift work system or a continuous shift work system

**shift worker** means an employee who works shift work

**spread of ordinary hours** has the meaning ascribed to it in clause 15.3(a)

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

**union** means one of the industrial organisations of employees mentioned in clause 4(c)

#### 4. Coverage

This Award applies to:

- (a) the Manager of City Parklands in their capacity as the employer of employees covered by this Award; and
- (b) employees of City Parklands whose rates of pay are fixed by this Award and who are engaged in the classifications listed in clause 12; and
- (c) 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,  
to the exclusion of any other award.

## **5. The Queensland Employment Standards and this Award**

This Award together with the QES provide for a minimum safety net of enforceable conditions of employment for employees covered by this Award.

## **6. Enterprise flexibility and facilitative award provisions**

### **6.1 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 6.1 may provide an appropriate mechanism for consideration of matters relevant to clause 6.1(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.

### **6.2 Procedures to implement facilitative award provisions**

Wherever facilitative provisions appear in this Award 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 award 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 award 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 award 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 award 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.

## **PART 2 - Dispute Resolution**

### **7. Dispute resolution**

#### **7.1 Prevention and settlement of disputes - Award matters**

- (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Award 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 Award, 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 7.1(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.

#### **7.2 Prevention and settlement of employee grievances and disputes - other than Award 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.

## **PART 3 - Types of Employment, Consultation and Termination of Employment**

### **8. 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.



### 8.1 Full-time employment

A full-time employee is an employee who is engaged to work an average of 38 hours per week or other hours as specified in Schedule 2.

### 8.2 Part-time employment

- (a) A part-time employee is an employee who:
  - (i) is engaged to work a regular pattern of ordinary hours each fortnight up to 32 ordinary hours per week; and
  - (ii) by agreement, can work more than 32 ordinary hours per week but less than the ordinary hours worked by an equivalent full-time employee; and
  - (iii) 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.
- (b) For each ordinary hour worked a part-time employee shall be paid no less than 1/76th of the minimum fortnightly rate of pay for their classification.
- (c) The minimum payment on any day when work is performed shall be for 3 hours' work.
- (d)
  - (i) By mutual agreement with the employer, a part-time employee may elect to work additional ordinary hours above their regular hours up to and including full-time equivalent hours. The additional hours so worked are to be taken into account in the *pro rata* calculation of all entitlements.
  - (ii) Any such additional hours are to be treated as follows:
    - (A) day workers - additional hours worked within the spread of ordinary hours prescribed in clause 15.1 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; and
    - (B) shift workers - to be paid for at the ordinary hourly rate, plus the applicable shift allowance.
- (e) 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:
  - (i) such additional ordinary hours to a total of 8 ordinary working hours per day shall be paid for at the ordinary hourly rate **or**, by mutual agreement between the employer and an employee, be credited as TOIL. The additional hours so worked are to be taken into account in the *pro rata* calculation of all entitlements; and
  - (ii) such additional ordinary hours that exceed a total of 8 ordinary working hours per day shall be paid for as overtime.
- (f) Subject to clauses 8.2(d)(ii), 8.2(e) and 18.4 all time worked by a part-time employee in excess of the agreed hours on any one day or, in the case of a day worker, outside the spread of ordinary hours of duty prescribed in clause 15.1, is to be paid at the appropriate overtime rate prescribed in clauses 18.2 or 18.3, as the case may be.

### 8.3 Casual employment

- (a)
  - (i) A casual employee is an employee who is engaged and paid as such.

- (ii) A casual employee cannot be employed to work more ordinary hours than are worked by an equivalent full-time employee each week or fortnight, as the case may be.
- (b) 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.
- (c) For each ordinary hour worked a casual employee shall be paid no less than 1/76th of the minimum fortnightly rate of pay for their classification plus a casual loading of 23%.
- (d) Each casual engagement stands alone with a minimum payment as for 3 hours' work to be made in respect to each engagement.
- (e) 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, public holiday and shift payments, where relevant.
- (f) The long service leave entitlement of casual employees is prescribed in clause 22.

#### **8.4 Probationary employment**

- (a) Except where the employer and an employee agree to a different period or no period of probation prior to commencement of employment, 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. If a period of probation of longer than 3 months is agreed, it must:
  - (i) be agreed in writing; and
  - (ii) be a reasonable period having regard to the nature and circumstances of the employment.
- (b) The employer may terminate the employment of an employee who is on probation at any time during the probationary period.
- (c) 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.

#### **8.5 Anti-discrimination**

- (a) In fulfilling their obligations under this Award, the parties must take reasonable steps to ensure that neither the Award 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 8.5 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.

## **9. Termination of employment**

### **9.1 Notice of termination by the employer**

Notice of termination by the employer is provided for in Division 13 of the QES. Clauses 9.2 to 9.6 supplement the QES provisions.

### **9.2 Notice of termination by an employee**

- (a) Unless otherwise agreed between the employer and an employee the notice of termination required by an employee, other than a casual employee or an employee employed for less than 12 months, will be two weeks or two weeks' wages forfeited in lieu. In the case of an employee employed for less than 12 months, the period of notice will be one week or one week's wages forfeited in lieu.
- (b) If an employee fails to give the required notice the employer 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.

### **9.3 Notice cannot be offset**

In the absence of mutual agreement between the employer and the employee, annual leave or any part thereof cannot be considered as or nominated as notice for the purpose of giving notice of termination of employment.

### **9.4 Job search entitlement**

Where the employer has given notice of termination to an employee for reasons other than redundancy, the employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

### **9.5 Statement of employment**

The employer shall, in the event of termination of employment, provide upon request to an employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

### **9.6 Abandonment of employment**

- (a) An employee who has been absent for a period of seven working days without the consent of the employer and who does not, during such time, establish to the satisfaction of the employer a reasonable cause for the absence shall be deemed to have abandoned their employment.
- (b) Before an employee is terminated on the basis of abandonment of employment, the employer shall make a reasonable effort to contact the employee.
- (c) Any termination of employment on the basis of abandonment shall be effective as from the date of the last attendance at work or the last day's absence in respect of which consent was granted.

## **10. Redundancy**

### **10.1 Redundancy pay**

Redundancy pay is provided for in Division 13 of the QES. Clauses 10.2 to 10.9 supplement the QES provisions.

### **10.2 Consultation before termination**

- (a) Where the employer decides that the employer no longer wishes the job an 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/s.
- (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 10.2(a) and shall cover the reasons for the proposed terminations and 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/s, 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 10.2(c), the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### **10.3 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 QES.
- (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; and
  - (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.

### **10.4 Employee leaving during notice period**

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 clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

### **10.5 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 10.5 applies instead of clause 9.4 in cases of redundancy.

### **10.6 Transmission of business**

- (a) Where a business is, whether before or after the date of commencement of this Award, 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 10.6 and 10.7, '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.

### **10.7 Exemption where transmission of business**

The provisions of clause 10.6 are not applicable where a business is, before or after the date of commencement of this Award, 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.

### **10.8 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.

## **10.9 Employees exempted**

Clauses 10.1 to 10.8 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to an employee engaged for a specific period or task/s; or
- (c) to a casual employee; or
- (d) to an employee with less than one year's continuous service, in which case the general obligation on the employer should be no more than to give the relevant employee 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 employee of suitable alternative employment.

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

### **11.1 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 Award makes provision for alteration of any of the matters referred to in clauses 11.1(a) and (b) an alteration shall be deemed not to have significant effect.

### **11.2 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 as soon as practicable after making the decision referred to in clause 11.1.
- (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 11.2(c) the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

## **PART 4 - Minimum Wage Levels, Allowances and Related Matters**

*(Note: The wage rates prescribed in this Award do not apply to employees to whom the provisions of Schedule 3 (Supported Wage System) apply.)*

### **12. Classifications and minimum wage levels**

#### **12.1 Classification structure**

Employees covered by this Award are to be classified into one of seven classifications (only six of which are presently in use) utilising the generic level descriptors contained in Schedule 1.

#### **12.2 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) 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, and/or referred to the Commission for resolution.
- (c) Notwithstanding anything contained elsewhere in this Award, an applicant who is appointed to a position may, at the discretion of the relevant employer, be offered and appointed to any level within a classification based on recognition of skills, knowledge and abilities.

#### **12.3 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.

#### **12.4 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 the employer; or
- (c) taking on additional responsibility in the same position at the request of the employer; or
- (d) achievement of agreed performance objectives following the performance review of an employee.

#### **12.5 Minimum wages**

The minimum wages payable to employees covered by this Award are prescribed in the table below:

Classification	Level	Award Rate <sup>1</sup> Per Fortnight \$ <sup>2</sup>	Annual Wages <sup>3</sup> \$ <sup>2</sup>
<b>CP1</b> (not in use)	-	-	-
<b>CP2</b>	A	1,690	44,090
	B	1,794	46,804
<b>CP3</b>	A	1,930	50,352
	B	2,056	53,639
	C	2,233	58,257
<b>CP4</b>	A	2,305	60,135
	B	2,377	62,014
	C	2,533	66,083
<b>CP5</b>	A	2,671	69,684
	B	2,848	74,301
	C	3,033	79,128
<b>CP6</b>	A	3,148	82,128
	B	3,346	87,294
	C	3,565	93,007
<b>CP7</b>	A	3,990	104,095
	B	4,249	110,852
	C	4,523	118,001

Notes:

- <sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2022 Declaration of General Ruling.
- <sup>2</sup> Rounded to the nearest dollar.
- <sup>3</sup> Annual wages (fortnightly rate x 26.089) are for reference purposes only.

**12.6 Payment of wages**

- (a) Unless otherwise agreed between the employer and a majority of its employees, wages shall be paid at least fortnightly 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 three working days after the completion of this stipulated pay cycle.
- (c) Payment of outstanding wages and other entitlements to an employee who has terminated their employment or had their employment terminated shall be made no later than the second working day after the employee's employment ceases.

**12.7 Junior rates**

- (a) The minimum wage rates payable to junior employees classified in a position in one of the classifications prescribed in Schedule 1 shall be as follows:

Age of employee	% of relevant minimum adult rate
under 18 years of age	65
18 and under 19 years of age	75
19 and under 20 years of age	85
20 years of age and over	100

- (b) The fortnightly wage rates for junior employees shall be rounded to the nearest \$0.10.



### **12.8 Incidental or peripheral tasks**

- (a) The employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training and should not be designed to promote deskilling.
- (b) The employer may direct an employee to carry out such duties and use such tools, equipment and plant as may be required provided that the employee has been properly trained in the use of such tools, equipment and plant.
- (c) Any direction issued by the employer pursuant to clauses 12.8(a) and (b) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- (d) Any direction issued by the employer pursuant to clauses 12.8(a) and (b) does not affect the employee's entitlement to higher duties prescribed in clause 12.9.

### **12.9 Higher duties**

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.

## **13. Allowances**

### **13.1 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 - \$0.84 per hour
  - (ii) For bricks over 9kg - \$1.44 per hour
  - (iii) For bricks over 18kg - \$2.09 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.

### **13.2 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 \$9.35 per day for each day so worked.

### **13.3 Chainsaw allowance**

An employee using a chainsaw in the performance of their work shall be paid an additional \$0.78 per hour whilst so engaged.

### **13.4 Confined space allowance**

An employee shall be paid an additional \$1.01 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.

### 13.5 Construction allowance

- (a) An employee undertaking **building and construction work** on a **construction site** for more than one week shall be paid an allowance at the rate of \$35.65 per week to compensate for the following disabilities:
- (i) climatic conditions when working in the open on all types of work;
  - (ii) the physical disadvantages of having to climb stairs or ladders;
  - (iii) dust blowing in the wind on building sites;
  - (iv) dirty conditions caused by the use of foam oil or from green timber;
  - (v) the disability of working on all types of scaffolds other than a single plank swing scaffold or a bosun's chair;
  - (vi) the lack of the usual amenities associated with factory work (e.g. recreational facilities, sanitary conveniences, etc.); and
  - (vii) drippings from newly poured concrete.
- (b) The construction allowance will form part of the weekly wage in the calculation of overtime payments, annual leave pay, public holiday pay, sick pay and long service leave pay.
- (c) For the purpose of clause 13.5:
- (i) **construction site** means a site declared as such by the employer at its sole discretion
  - (ii) **building and construction work** means the construction of new buildings, the construction of additions to existing buildings and necessary alteration of existing buildings to make them conform to any new additions and the demolition of buildings and includes all electrical work carried out during such work.

### 13.6 Dirty work allowance

An employee engaged on dirty work shall receive an additional \$0.84 per hour for actual time worked. Such conditions may be found in dismantling machinery, sintering works, converting, all work done in lift shafts, all electrically driven vehicles that have been in use, all work performed between ceilings and rooves in buildings that have been in use, in using tar or bitumen, or where tar or bitumen has been used and is not dry.

### 13.7 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 \$36.90 per fortnight.
- (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), sick leave, long service leave and all other paid leave.

**13.8 Hammer and drill allowance**

- (a) A labourer employed at hammer and drill work shall be entitled to an additional daily allowance, when engaged on such duties, as follows:
  - (i) jumper worker on gads and moils, or in the pole lifting gang - \$5.04;
  - (ii) powder monkey - \$9.59; and
  - (iii) tool dresser - \$7.63.
- (b) Labourers employed as jack hammer workers shall be paid an additional \$5.04 per day. For the purposes of payment of this allowance, general hand tools are not considered jack hammers.

**13.9 Lime and cement allowance**

An employee loading or unloading not less than six bags of lime and/or cement using a forklift, or similar, shall be paid an additional \$0.78 per hour whilst so engaged.

**13.10 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 - \$0.93 per kilometre; and
  - (ii) motorcycle - \$0.32 per kilometre.
- (b) The employer may require an employee to record full details of all such official travel requirements in a log book.

**13.11 Overtime meal allowances and meal breaks**

- (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 \$14.75 in lieu of the provision of such meal.
- (b) A shift worker required to work overtime for:
  - (i) more than 1.5 hours after ordinary ceasing time on any normal working day; or
  - (ii) more than 4 hours on a Saturday, Sunday, public holiday, 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 \$14.75 in lieu of the provision of such meal.
- (c) Before commencing the overtime mentioned in clauses 13.11(a)(i) and 13.11(b)(i) the employee shall be entitled to take a 30 minute unpaid meal break.

- (d) 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 13.11(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 \$14.75.
- (e) 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 \$14.75 for such prepared meal.

**13.12 Roof repairs allowance**

An employee engaged on repairs to existing rooves shall be paid an additional \$1.01 per hour whilst so engaged.

**13.13 Sulphuric acid allowance**

An employee exposed to the effect of sulphuric acid shall be paid an additional \$0.29 per hour whilst so exposed with a minimum payment as for 4 hours per day.

**13.14 Toilet cleaning allowance**

An employee who is required to clean toilets shall be paid an additional \$2.22 per day.

**13.15 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	30.10
Plumber and Gasfitter	30.10
Electrical Tradesperson	24.85
Bricklayer	21.25
Licensed Drainer	7.10
Painter	7.10

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

**13.16 Toxic substance allowance**

- (a) Whilst using toxic substances, an employee shall be paid an additional \$1.01 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.
- (c) This allowance is not payable to an employee using "do it yourself" off-the-shelf type substances (e.g. araldyte).

**13.17 Trailer allowance**

- (a) An employee driving a motor vehicle to which a light trailer is attached (i.e. where the loaded mass of the trailer does not require the vehicle and trailer to be considered as a Gross Combination Mass - GCM) shall be paid an additional \$3.26 per day.

- (b) The term trailer does not include caravans, compressors, concrete mixers, welding plant and road brooms.

**13.18 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.

**13.19 Adjustment of monetary allowances**

- (a) Other than the expense related allowances at clauses 13.10 (motor vehicle allowance), 13.11 (overtime meal allowances) and 13.15 (tool allowance), respectively, all other monetary allowances specified in clause 13 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 this Award.
- (b) The additional payments prescribed in clause 18.7(a) (on call payments) shall be automatically adjusted from the same date and in the same manner as is prescribed for the adjustment of monetary allowances in accordance with clause 13.19(a).
- (c) At the time of any adjustment to the wage rates in this Award the expense related allowances at clauses 13.10 (motor vehicle allowance), 13.11 (overtime meal allowances) and 13.15 (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.
- (d) 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 2022)</i>	Private motoring sub-group
Overtime meal allowance <i>(last adjusted 1 September 2022)</i>	Take-away and fast foods sub-group
Tool allowance <i>(last adjusted 1 September 2022)</i>	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group

**14. Superannuation**

- (a) The employer will make superannuation contributions on behalf of all employees covered by this Award as follows:
- (i) 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);
- (ii) for employees in non-contributory accumulation funds (i.e. BUSS(Q), Sunsuper, LG Super, AustralianSuper) the amount set from time to time as the superannuation guarantee levy in the *Superannuation Guarantee (Administration) Act 1992* (Cth).

- (b) Where Commonwealth legislation provides for choice of fund rights to an employee subject to this Award, and that employee fails to elect which superannuation fund to which employer contributions are directed, the employer will direct contributions to a fund described in clause 14(a).

## **PART 5 - Hours of Work and Related Matters**

### **15. Hours of duty**

#### **15.1 Ordinary hours of duty**

- (a) Subject to clauses 15.1(b) and (d) and Schedule 2, the maximum ordinary hours of duty for all employees covered by this Award, exclusive of meal breaks, shall be an average of 38 hours per week and 7.6 hours per day, with a maximum of 8 hours per day, to be worked over a maximum of five days each week.
- (b) Notwithstanding the working hours arrangements recorded in clause 15.1(a), the employer and an employee or groups of employees may agree that the ordinary hours of work can exceed 8 hours on any day, to a maximum of 10 hours, thus enabling more than one accrued day off during a particular work cycle.
- (c) Subject to clause 15.3(a)(iv), ordinary daily hours of work shall be worked continuously except for meal breaks and rest pauses.
- (d) Subject to Schedule 2, the ordinary hours of duty of employees are to be worked on one of the following bases as determined by the employer after consultation with the employees concerned:
  - (i) 38 ordinary hours within a work cycle not exceeding 7 consecutive days; or
  - (ii) 76 ordinary hours within a work cycle not exceeding 14 consecutive days; or
  - (iii) 114 ordinary hours within a work cycle not exceeding 21 consecutive days; or
  - (iv) 152 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 38 hours.
- (e) Different methods of working a 38 hour week may apply to individual employees, groups or sections of employees in each location concerned.
- (f) The method of working a 38 hour 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.
- (g)
  - (i) Where the arrangement of ordinary hours of work provides for an accrued day off, the employer and an individual employee and/or the majority of employees concerned may agree to accrue up to a maximum of five accrued days off. Consent to accrue days off shall not be unreasonably withheld by either party.
  - (ii) Where such agreement has been reached, the accrued days off shall be taken within 12 calendar months of the date on which each day off was accrued.
- (h) Rostered days off - where work is performed on other than a Monday to Friday basis

- (i) Unless prescribed elsewhere in this Award, all employees shall be entitled to not less than two consecutive rostered days off duty each week.
  - (ii) In lieu of two whole days off in each week, an employee may be allowed in each fortnightly period either one rostered day off in one week and three consecutive rostered days off in the other week, four consecutive rostered days off or two groups of two consecutive rostered days off.
  - (iii) Two consecutive rostered days off, one at the end of one week and one at the beginning of the following week may be counted as meeting the requirements of clause 15.1(h)(i).
- (i) 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.

## **15.2 Shift work arrangements**

- (a) Shift work may be introduced to meet operational requirements. Such shift work shall be worked in accordance with a roster established by the employer after consultation with the employees directly affected.
- (b) All full-time and part-time employees' rosters will provide for any one of the following combinations of days free from rostered duty in each fortnight:
  - (i) two periods comprising two days each;
  - (ii) three consecutive days and one stand-alone day;
  - (iii) one period of four consecutive days; or
  - (iv) if requested in writing by the employee and agreed to by the employer, an amendment of any of the above combinations so as to enable an average of two single days free from rostered duty each week.
- (c) A roster setting out the employees' days of duty and starting and finishing times on such days shall either be displayed in a convenient place or made available electronically to employees at least one work cycle in advance.
- (d) The employer may stagger the ordinary starting and finishing times of various groups of employees or individual employees.
- (e) Except at the regular changeover of shifts, an employee shall not be required to work more than one shift in each 24 hours.
- (f) Notwithstanding clause 15.1(b), shifts extending beyond 10 hours, up to a maximum of 12 hours, may be worked where there is agreement between the employer and the majority of employees affected subject to:
  - (i) the employer and the employees concerned being guided by occupational health and safety considerations;
  - (ii) proper health and monitoring procedures being introduced;
  - (iii) suitable roster arrangements being made; and
  - (iv) proper supervision being provided.

- (g) Changes within a roster shall be by agreement between the employer and the employee but failing agreement 24 hours' notice of any change in the roster must be given by the employer or double time is to be paid for the employee's next shift unless the roster change is due to emergent circumstances.
- (h) Subject to meeting operational requirements, rostered shifts may be mutually exchanged between employees provided such exchange occurs within the same pay period.

**15.3 Spread of ordinary hours of duty - day workers**

- (a) The spread of ordinary hours of duty for day workers shall be 0600 to 1800 Monday to Friday, or other spread of hours and conditions as recorded in the table below:

Classification, group or area	Spread of ordinary hours
(i) employees overseeing maintenance or providing horticultural or cleaning services	<ul style="list-style-type: none"> <li>• 0600 to 1800, Monday to Sunday</li> <li>• Any arrangement of hours which includes a Saturday or Sunday as ordinary hours shall be subject to agreement between the employer and the employee or majority of employees involved.</li> </ul>
(ii) employees providing plumbing and/or maintenance services	<ul style="list-style-type: none"> <li>• 0600 to 1800, Monday to Friday</li> <li>• The spread of ordinary hours may be altered provided there is agreement between the employer and the employee or majority of employees involved.</li> </ul>
(iii) employees providing electrical services	<ul style="list-style-type: none"> <li>• 0600 to 1800, Monday to Sunday</li> <li>• Any arrangement of hours which includes a Saturday or Sunday as ordinary hours shall be subject to agreement between the employer and the employee or majority of employees involved.</li> <li>• The spread of ordinary hours may be altered by up to one hour at either end of the spread provided there is agreement between the employer and the employee or majority of employees involved.</li> </ul>
(iv) employees providing water treatment and pool maintenance services	<ul style="list-style-type: none"> <li>• 0600 to 1930, Monday to Sunday, unless otherwise determined by the employer after consultation with the employees concerned.</li> <li>• Such hours may be worked on the basis of a split shift within a spread of 12 hours from the starting time each day with not more than 2 breaks other than meal breaks or rest pauses.</li> </ul>

- (b) The employer may stagger the ordinary starting and finishing times of various groups of employees or individual employees.
- (c) Starting and finishing times may be altered by the employer with the agreement of the majority of employees concerned to suit geographic, safety, climatic or traffic conditions. 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 15.3(a) were observed.

**15.4 Payment for working ordinary hours - day workers**

- (a) Subject to clause 15.4(b) and (c), all ordinary hours of duty performed by an employee, other than an employee providing electrical services, within the spread of ordinary hours prescribed in clause 15.3 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 23.1.
- (b) All ordinary hours of duty performed by an employee providing electrical services between 0000 and 2400 on a Saturday shall be paid for at the applicable overtime rates specified in clause 18.2(b).
- (c) Work done outside of the spread referred to in clause 15.3 shall be paid at overtime rates but may be deemed to be part of the ordinary hours.

### **15.5 Payment for working ordinary hours - shift workers**

- (a) Subject to clause 15.5(c) an employee who works an afternoon shift or night shift Monday to Friday, inclusive, is to be paid an additional allowance of 15% for all ordinary time worked on such shifts.
- (b) Subject to clause 15.5(c) and (d) all ordinary hours of duty worked by a shift worker, other than an employee providing electrical services, on a weekend or a public holiday shall be paid for as follows:
- (i) between 0000 and 2400 on a Saturday - time and one-half;
  - (ii) between 0000 and 2400 on a Sunday - double time; and
  - (iii) between 0000 and 2400 on a public holiday - at the rate prescribed in clause 23.1.
- (c) All ordinary hours of duty performed by an employee providing electrical services between 0000 and 2400 on a Saturday shall be paid for at the applicable overtime rates specified in clause 18.2(b).
- (d) The payments prescribed in clauses 15.5(a) and (b) shall be calculated on a majority of shift basis. This means, for example:
- (i) if the majority of the ordinary hours of a shift which commenced on a Friday are worked on a Saturday, the whole of the shift is to be treated as having been worked on a Saturday; and
  - (ii) if the majority of the ordinary hours of a shift which commenced on a Saturday are worked on a Sunday, the whole of the shift is to be treated as having been worked on a Sunday; and
  - (iii) if the majority of the ordinary hours of a shift which commenced on a Sunday are worked on a Monday, the whole of the shift is to be treated as having been worked on a Monday.

## **16. Meal breaks**

### **16.1 Meal breaks - day workers**

- (a) A day worker 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 third and sixth hours of duty at times convenient to maintain the continuity of work.

- (b) Where broken work in a day may be required, the time for the taking of a meal break shall be mutually agreed between the employer and the employee or majority of employees concerned.
- (c) Where it is mutually agreed between the employer and an employee, in order to maintain the continuity of work, the hours of duty may be inclusive of meal times. Where this occurs no deduction shall be made from the employee's wages.
- (d) The timing and duration of a meal break having been determined as the recognised meal break in accordance with clause 16.1(a) may only be altered by mutual agreement to a proposed change or by the giving of one week's notice to the employee/s concerned.

#### **16.2 Meal breaks - shift workers**

A shift worker shall be allowed not less than 30 minutes for a meal break, without deduction of wages, with such break being taken at a time which maintains the continuity of work.

#### **16.3 Work during meal break**

- (a) When an employee is directed to work during a recognised meal break, the employee shall be paid at the rate of double time for all such work. Such payment shall continue until the employee commences a meal break.
- (b) Where the completion of a particular task (for example: a concrete pour or the removal of a fallen tree) may be completed if work is continued for up to 30 minutes into the normal meal break, the meal break may be delayed up to a maximum of 30 minutes without penalty. The normal meal break shall be taken on the completion of the job or when 30 minutes has elapsed.

### **17. Rest pauses**

- (a) Every full-time employee shall be entitled to a rest pause of 10 minutes duration in the employer's time in the first and second half of the working day, subject to the following:
  - (i) a total of 10 minutes for an employee who works for more than 3 hours but less than 6 ordinary hours in any day; or
  - (ii) a total of 20 minutes for an employee who works for at least 6 ordinary hours in any day.
- (b) Subject to clause 17(c), every part-time or casual employee who is engaged to work more than 4 hours shall be entitled to a single rest pause of 10 minutes, to be taken no earlier than 3 hours after the commencement of the employee's ordinary shift, and at a time that will not interfere with continuity of work where continuity is necessary.
- (c) A part-time or casual employee who is engaged to work more than 6.5 hours in any one engagement shall be entitled to rest pauses as for a full-time employee.
- (d) The employer may determine that the rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary working day with the 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken into approximately three equal working periods.
- (e) Employees who are required to leave their work places to partake of rest pauses in crib huts or lunch rooms and those who are "on site" shall, at the employer's discretion, have one rest pause of 20 minutes duration in the first part of the working day.
- (f) All rest pauses shall be taken at such times as will not interfere with the continuity of work where such continuity is necessary.

## **18. Overtime**

### **18.1 Overtime - general**

- (a) Employees appointed to or relieving in positions which attract a classification wage level equal to or above that prescribed for an employee in classification CP6, level A are not entitled to remuneration for overtime.
- (b) Employees receiving a wage level equal to or above that prescribed in clause 18.1(a) shall be entitled to TOIL, equivalent to the amount of additional time worked, on a time for time basis.
- (c) Nothing in clauses 18.1(a) or (b) is to be taken to prevent the employer from exercising its discretion to make overtime payments to an employee who would otherwise be exempted from being entitled to remuneration for overtime.
- (d) Subject to clause 18.1(a) an employee receiving higher duties payments in accordance with clause 12.9 is entitled to be paid for all authorised overtime at the rate applicable to the classification and level of the position being temporarily filled.
- (e) Employees shall work reasonable overtime whenever necessary in the opinion of the employer, but 24 hours' notice shall be given, where practicable, to an employee required to work overtime.
- (f) Overtime is to be calculated to the nearest quarter of an hour.

### **18.2 Payment for overtime - day workers**

Except as provided in clauses 8.2, 18.1, 18.3 and 18.4:

- (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 Friday, inclusive, shall be paid at the rate of time and one-half for the first 3 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 3 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 23.1.
- (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 3 hours and double time thereafter with a minimum payment as for 3 hours' work.
- (f) The minimum payments provided in clauses 18.2(b), (c) and (e) shall not apply where such overtime is performed immediately preceding or following ordinary hours.

### **18.3 Payment for overtime - shift workers**

- (a) Subject to clauses 18.3(b) and 18.4, all shift workers are to be paid for all overtime at the rate of double time.
- (b) All authorised overtime worked by a shift worker on a public holiday shall be paid for at the rate prescribed in clause 23.1.

#### **18.4 TOIL**

- (a) In lieu of the provisions in clauses 18.2 and 18.3, and as provided in clauses 8.2(d) and (e), an employee may elect, with the agreement of the employer, to take TOIL at a time mutually agreed with the employer on a time for time basis.
- (b) TOIL accrued under clause 18.4 is to be paid out if not taken within 12 months of the day of its accumulation.

#### **18.5 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 the time the employee commences, or recommences, work. 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 18.5(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) Overtime worked in the circumstances specified in clause 18.5 shall not be regarded as overtime for the purposes of clause 18.9 where the total of the actual time worked on such recall or on all of such recalls is less than 3 hours.
- (d) The minimum payment prescribed in clause 18.5(a) shall not apply where the overtime is performed immediately preceding and/or is continuous with ordinary hours of duty.
- (e) Clause 18.5 shall not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside of ordinary working hours.
- (f) Where an employee is recalled to perform duty on more than one occasion on any one day, the employee shall not be entitled to be paid more than 6 hours of the minimum payment prescribed in clause 18.5(a).

#### **18.6 Transport costs on recall**

Where an employee is recalled to perform work during an off duty period the employee shall be provided with transport to and from the employee's home or be refunded the reasonable cost of such transport.

#### **18.7 On call - additional payments**

- (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: \$25.21 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: \$37.83 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: \$50.45 for each day and/or night during which the employee remains on call; and

- (iv) where the employee is on call during any day or night outside their ordinary working hours on a public holiday: \$50.45 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 shall not be considered to be on call due solely to a customary arrangement whereby the employee returns to the employer's premises outside ordinary hours to perform a specific job or task.

#### **18.8 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 clauses 18.2 or 18.3, such time to be calculated from home and return with a minimum payment as for 3 hours' work.
- (b)
  - (i) An employee on call who undertakes normal 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.
  - (ii) For the purpose of clause 18.8(b)(i), **normal duties** includes: providing advice; referring callers to other staff or organisations; taking details of complaints/incidents for resolution during ordinary hours; directing staff to attend any incidents; correcting/resolving faults via internet; and, making and receiving phone calls in order to manage the employer's business.
  - (iii) The employee will be responsible for the recording of the nature and the times of contact in relation to matters of the type described in clause 18.8(b)(ii).
- (c) Any overtime payable in accordance with clause 18.8(a) shall be in addition to the appropriate on call allowance prescribed in clause 18.7(a).
- (d) Where an employee is recalled to perform duty on more than one occasion on any one day, the employee shall not be entitled to be paid more than 6 hours of the minimum payment prescribed in clause 18.8(a).
- (e) Overtime worked in the circumstances specified in clause 18.8 shall not be regarded as overtime for the purposes of clause 18.9 where the total of the actual time worked on such recall or on all of such recalls is less than 3 hours.

#### **18.9 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 10 consecutive hours off duty has not occurred shall be released after completion of such overtime until 10 consecutive hours off duty occur without loss of pay for ordinary working time occurring during such absence.
- (b) If, on the instructions of the employer, an employee resumes or continues ordinary work without having had 10 consecutive hours off duty the employee shall be paid double rates until released from duty and shall then be entitled to be absent until 10 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.
- (c) The provisions of clause 18.9 shall apply to shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:

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

#### **18.10 Meal breaks on overtime**

All employees covered by this Award who work overtime are entitled to meal breaks and, where relevant, meal allowances as prescribed in clauses 13.11 and 16, respectively.

## **PART 6 - Leave of Absence and Public Holidays**

### **19. Annual leave**

Annual leave is provided for in Division 5 of the QES. Clause 19.1 supplements the QES.

#### **19.1 Payment for annual leave**

- (a) An employee (other than a shift worker) proceeding on annual leave is entitled to receive the following payments:
  - (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave; and
  - (ii) a further amount equal to 17.5% of the wage rate calculated in accordance with clause 19.1(a)(i).
- (b) A shift worker proceeding on annual leave is entitled to receive the following payment:
  - (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave calculated according to the employee's roster or projected roster including shift, weekend or public holiday penalties; or
  - (ii) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave, plus 17.5%,whichever is the higher.

### **20. Personal leave**

- (a) Personal leave is provided for in Division 6 of the QES and covers:
  - (i) sick leave;
  - (ii) carer's leave;
  - (iii) bereavement leave; and
  - (iv) cultural leave.
- (b) An application for sick leave of more than 2 days is to be supported by a medical certificate or other evidence that is acceptable to the employer.

- (c) In addition to the provisions of Subdivision 2 of Division 6 of the QES an employee is entitled to use any sick leave to which they have an entitlement for carer's leave purposes.
- (d) An employee may also elect, with the consent of the employer, to take annual leave for carer's leave purposes.
- (e) An employee's accumulated sick leave entitlements are preserved when:
  - (i) the employee is absent from work on unpaid leave granted by the employer;
  - (ii) the employer or employee terminates the employee's employment and the employee is re-employed within 3 months;
  - (iii) the employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

## **21. Parental leave**

- (a) Parental leave is provided for in Division 8 of the QES and covers:
  - (i) birth-related leave for an employee who is pregnant or whose spouse gives birth;
  - (ii) adoption leave; and
  - (iii) surrogacy leave.
- (b) An employee who is pregnant, during the term of her pregnancy until 6 weeks before the expected date of birth of her child or lesser period as approved by the employer, may request to work part-time or other flexible work arrangements.
- (c) An employee who has taken leave to attend compulsory interviews or examinations as part of an adoption process or who has taken leave to attend compulsory interviews or court hearings associated with a surrogacy arrangement may request that such leave be taken as paid annual leave.
- (d) In addition to the provisions of Subdivision 6 of Division 8 of the QES an employee who has returned to work on a part-time basis may seek to return to the position they held prior to commencing parental leave.
- (e) If the position mentioned in clause 21(d) no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position that is, as nearly as possible, comparable in status and remuneration to that of the employee's former position.
- (f) The employer must make a position to which the employee is entitled available to the employee.

## **22. Long service leave**

- (a) Long service leave, including for casual employees, is provided for in Division 9 of the QES. Clause 22(b) supplements the QES.
- (b) In lieu of the provisions of sections 95(2)(a) and (b) of the Act, all employees who complete 10 years' continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.

## **23. Public holidays**

Public holidays are provided for in Division 10 of the QES. Clauses 23.1 to 23.5 supplement the QES provisions.

### **23.1 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 23.1(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 clauses 18.2 or 18.3, as the case may be.
- (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 23.1(a) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.
- (e) For shift workers, the payments described in clause 23.1 shall be calculated on a majority of shift basis (see the examples at clause 15.5(d)).

### **23.2 Equivalent time off**

- (a) Subject to clause 23.1, 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.
- (b) Where an employee elects to take equivalent time off such employee shall in addition be paid at half the ordinary rate with a minimum payment as for 4 hours' work.
- (c) Such equivalent time off shall be taken with annual leave or be taken within 12 months of the public holiday day on which the employee performed the work at a time to be mutually agreed with the employer.
- (d) Where such time off in lieu is not utilised within 12 months of the date of accrual, it shall be paid out at the rate of time and one-half.

### **23.3 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 23.1.



### **23.4 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;
  - (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 23.4(a), payment for each public holiday will be equivalent to one fifth of the employee's ordinary weekly hours 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 23.4 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

### **23.5 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 paid an additional day's wage or, by mutual agreement between the employer and the employee, 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 23.5(a), an **additional day's wage** means one fifth of the employee's ordinary weekly hours paid at the ordinary hourly rate.
- (c) Nothing in clause 23.5 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

## **24. Jury service**

Jury service is provided for in Division 12 of the QES.

## **PART 7 - Travelling or Working Away From Usual Place of Work**

### **25. Travelling**

An employee who is required to travel on official duty is to be reimbursed actual and reasonable expenses for accommodation, meals and incidental expenses necessarily incurred by the employee.

## **PART 8 - Union Related Matters**

### **26. 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.

## 27. 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.

## 28. 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 28.
- (c) For the purposes of clause 28(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 Award.

## 29. 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 29(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 29(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 29 - 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.*

## 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	<p>At this level employees have had sufficient experience and/or training to enable them to carry out their assigned duties under limited supervision.</p> <p>Employees are responsible and accountable for their own work, with checking related to overall progress. In some situations general instructions may be necessary.</p> <p>Employees may be required to provide guidance and support to other employees.</p> <p>Operational roles do not require a trade certificate through the completion of an AQF Level III Apprenticeship.</p>
-------	--

### 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> </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>

### 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.

Indicative positions in this classification are:

- Personal Assistant
- Administration Officer
- Procurement Officer
- Payroll Officer
- Executive Assistant
- Senior Horticulturalist

- Senior Maintenance Officer
- Senior Operations Officer
- Senior Electrician
- Senior Water Services Officer

CP 5A CP 5B CP 5C	Allocation of roles to levels within this classification will be based on an assessment of the following factors: <ul style="list-style-type: none"> <li>• The nature and scope of the work and associated complexities and challenges</li> <li>• The levels of responsibility and accountability, including the size of team and responsibility for other roles</li> <li>• The level of autonomy and guidance / supervision</li> </ul> Operational roles allocated to CP 5C are associated with more complex work requirements and roles requiring a trade certificate through the completion of an AQF Level III Apprenticeship and/or registration.  Other Operational roles will be either CP 5A or 5B based on their assessment of the above criteria.
-------------------------	---

### 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;
- exercises 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 tasks;
- 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.

Indicative positions in this classification are:

- Water Services Supervisor
- Maintenance Supervisor
- Electrical Supervisor
- Horticultural Supervisor
- Operations Supervisor
- Operations Coordinator



- WHS Officer
- Volunteer Program Coordinator
- IT Technical Consultant
- Records and Information Management Coordinator
- Senior Events Coordinator

CP 6A CP 6B CP 6C	<p>Allocation of roles to levels within this classification will be based on an assessment of the following factors:</p> <ul style="list-style-type: none"> <li>• The nature and scope of the work and associated complexities and challenges</li> <li>• The levels of responsibility and accountability, including the size of team and responsibility for other roles</li> <li>• The level of autonomy and supervision.</li> </ul>
-------------------------	--

## 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.

Indicative positions in this classification are:

- IT Manager
- Project Coordinator

- Asset Management Coordinator
- Senior Marketing and Communications Manager
- Accountant
- Procurement Manager

CP 7A CP 7B CP 7C	Allocation of roles to levels within this classification will be based on an assessment of the following factors: <ul style="list-style-type: none"><li>• The nature and scope of the work and associated complexities and challenges</li><li>• The levels of responsibility and accountability, including the size of team and responsibility for other roles</li><li>• The level of autonomy and supervision.</li></ul>
-------------------------	---

**Schedule 2 - 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:

Employee number
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 3 - Supported Wage System

This Schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the supported wage system.

**Definitions** - In this Schedule:

**approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

**assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

**disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), or any successor to that scheme

**relevant minimum wage** means the minimum wage prescribed in this Award for the class of work for which an employee is engaged

**supported wage system (sws)** means the Commonwealth Government system to promote employment for people who cannot work at full Award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)

**sws wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

#### Eligibility criteria

- (a) Employees covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity, and who meet the impairment criteria for receipt of a disability support pension.
- (b) This Schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of the *Workers' Compensation and Rehabilitation Act 2003*.

#### Supported wage rates

- (a) Employees to whom this Schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following Table and Note:

Assessed capacity (see below)	Relevant minimum wage*
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

\***Note:** The minimum amount payable to an employee receiving a supported wage must not be less than \$95 per week.

- (b) Where an employee's assessed capacity is 10%, the employee must receive a high degree of assistance and support.

### **Assessment of capacity**

- (a) For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the sws by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.
- (b) All assessments made under this Schedule must be documented in a sws wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

### **Review of assessment**

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the sws.

### **Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this Schedule will be entitled to the same terms and conditions of employment as other workers covered by this Award on a *pro rata* basis.

### **Workplace adjustment**

If the employer wishes to employ a person under the provisions of this Schedule it must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation.

### **Trial period**

- (a) In order for an adequate assessment of the employee's capacity to be made, the employer may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (b) During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- (c) The minimum amount payable to the employee during the trial period must be no less than the amount recorded in the Note under the Table (above).
- (d) Work trials should include induction or training as appropriate to the job being trialled.
- (e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment (see **Assessment of capacity** - above).

By the Commission,  
[L.S.] M. SHELLY,  
Industrial Registrar.