

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Sunshine Coast Events Centre Certified Agreement 2011

Matter No. CA/2011/54

Deputy President Swan

02 November 2011

CERTIFICATE

This matter coming on for hearing before the Commission on 19 September 2011 and 27 October 2011 the Commission certifies the following written agreement:

Sunshine Coast Events Centre Certified Agreement 2011 – CA/2011/54.

Made between:

Employees of Sunshine Coast Events Centre Pty Ltd
Sunshine Coast Events Centre Pty Ltd ACN: 127655510

The agreement was certified by the Commission on 27 October 2011 and shall operate from 27 October 2011 until its nominal expiry on 27 October 2014.

By the Commission.

Deputy President Swan

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 156 – certifying an agreement

Sunshine Coast Events Centre Pty Ltd
ABN No. 38 127 655 510

AND

The employees of the Sunshine Coast Events Centre Pty Ltd

(No. CA/2011/54)

SUNSHINE COAST EVENTS CENTRE CERTIFIED AGREEMENT 2011

APPLICATION FOR CERTIFICATION OF AGREEMENT

This Agreement, made under the *Industrial Relations Act 1999* on 12 August 2011 between the Sunshine Coast Events Centre Pty Ltd, ABN 38 127 655 510, and the employees of the Sunshine Coast Events Centre Pty Ltd, witnesses that the parties mutually agree as follows:

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PART A: APPLICATION & OPERATION

1. Title

This Agreement shall be known as the Sunshine Coast Events Centre Certified Agreement 2011.

2. Definitions

In this Agreement:

- **Act** is the Industrial Relations Act 1999 (Qld).
- **Award** means any relevant State Award applicable to the work performed by an employee.
- **Centre** means the Sunshine Coast Events Centre Pty Ltd.
- **Commission** is the Queensland Industrial Relation Commission.
- **Immediate Family** includes a spouse (including former spouse, a de factor spouse and a former de facto spouse, spouse of the same sex) of the employee, a child or adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of an employee.

- **Traineeship** means a system of training which has been approved by the relevant State or Federal Training Authority, which leads to an Australian Qualifications Framework qualifications specified by that National Training Package and includes full time traineeships and part time traineeships including school based traineeships.

3. Relationship with Other Awards and Industrial Agreements

This Agreement shall apply exclusively to the Centre and binds those employees for whom rates of pay and conditions of employment are contained herein. This Agreement shall operate to the exclusion of all other industrial instruments and Awards to the extent permitted by law.

The parties agree that this Agreement covers all matters and claims regarding the employee's employment, and that no further claims will be made during the life of this Agreement.

4. Parties Bound

The parties bound by this Agreement are:

- The Sunshine Coast Events Centre Pty Ltd; and
- All employees employed by the Sunshine Coast Events Centre Pty Ltd, excluding the position of General Manager.

5. Term of Agreement

This Agreement shall commence on the date of certification and continue for three (3) years from that date.

6. Objectives of this Agreement

The purpose of this Agreement is to develop and support the strategic direction of the Sunshine Coast Events Centre.

The objectives of this Agreement are to:

- Develop and enhance arrangements which provide for achieving ongoing flexibility, productivity and efficiency in work output including income generation and marketing;
- Provide prompt, courteous and professional customer service to all people having either a direct or indirect relationship with the Centre;
- Set conditions of employment, and implement methods of operation that will ensure the Centre operates in a cost-effective manner and provide a high quality service;
- Foster a cooperative relationship within the Centre between employees and management;
- Create an environment that can adapt to the changing needs of the Centre and its clients;
- Provide an efficient, secure and safe working environment which offers the opportunity for skill enhancement and professional development, and assists the Centre to attract and retain high performing employees;
- Encourage a balance between employee's professional and family life; and
- Ensure that all employees attend and receive appropriate training as and when required, as determined by management.

7. Posting Of Agreement

A copy of this Agreement shall be exhibited in a convenient place on the Centre's premises so as to be easily read and accessed by all employees.

8. Continuous Improvement

The Centre will continue to introduce improvements to work practices that will assist in the effective implementation of the objectives of this Agreement.

The parties are committed to the principles of continuous improvement and maintaining industry best practice standards based on:

- Understanding and continually measuring client needs;
- Continuous improvement;
- A flexible workforce committed to change;
- Employee involvement in the change process and the use of technology;
- Achieving a multi-skilled workforce; and
- Understanding the need to be commercially focused.

9. Dispute Resolution Procedure

The procedure in this Clause should be followed to prevent and settle disputes about matters arising under this Agreement.

In the first instance, as soon as practical after a dispute, or issue which may become a dispute arises, employees should attempt to resolve the matter with their immediate supervisor, who shall respond to such a request as soon as reasonably practicable under the circumstances.

In the event of any dispute arising between an employee and the Centre in relation to this Agreement the following steps shall be taken to resolve the dispute:

Step 1

Any employee/s with a dispute will promptly raise the matter/s with the immediate supervisor who will endeavour to resolve the matter as soon as possible.

Step 2

If the matter is not resolved at this level, the employee/s shall discuss the matter/s with the next higher level of management.

Step 3

Should the matter remain unresolved, it should then be referred to the General Manager who will attempt to facilitate a resolution with the employee/s.

If after the above steps the matter remains unresolved, the dispute may be referred by either party to the Queensland Industrial Relations Commission for conciliation and if remains unresolved either party may utilise the Commission's arbitration provisions, subject to the Commission having jurisdiction to deal with the matter. The parties agree that any arbitrated decision by the QIRC will be binding on all parties to the dispute, subject to the parties' rights of appeal under the relevant legislation.

Whilst the disputes procedure is being followed, the continuation of work and customary work practices (status quo) shall prevail until such time as a settlement is reached, except where a bona fide Workplace Health and Safety issue is involved. Where a bona fide Workplace Health and Safety issue is involved, an employee shall not work in an unsafe environment. Where appropriate, the employee shall accept reassignment to alternative suitable duties or an alternative work environment whilst a resolution to the dispute is pending.

The employee may request a support person at any stage.

10. Equal Employment Opportunity Principles

The parties are committed to the principles of equity and diversity and to the objectives set out in the relevant Anti-Discrimination legislation.

The Centre will conduct its operations with total commitment to the spirit and intent of the above legislation including the following principles:

- Fair practices in the workplace;

- Management decisions being made without bias;
- Recognition of and respect for the social and cultural backgrounds of all employees and customers;
- Improving productivity through guaranteeing that:
 1. The best person is recruited and/or promoted;
 2. Skilled employees are retained;
 3. Training and development are linked to customer need and employee development; and
 4. The workplace is efficient and free of harassment and discrimination.

11. Agreement Monitoring

A Consultative Committee will be established, comprising two (2) employees (who shall be elected all employees) and one (1) management representative to oversee the implementation and operation of this Agreement against the business requirements of the Centre, to ensure the Centre remains viable. The Committee shall commence from the date this Agreement is certified and shall meet at least every six (6) months throughout the life of this Agreement.

PART B: EMPLOYMENT

12. Types of Employment

There are three (3) types of employment:

1. Permanent (Full-Time or Part-Time)
2. Maximum-Term (Full-Time or Part-Time)
3. Casual

13. Permanent Employment

Permanent employment is continuing (ongoing) with no fixed end date, may be Full-Time or Part-Time and remuneration is based on the applicable classification level as listed in clause 24. A permanent employee is entitled to all leave entitlements.

14. Maximum-Term Employment

Maximum-term employment means employment for a specified period of time or for a specified task upon which the employment will conclude. Maximum-Term employment may be Full-Time or Part-Time and remuneration is based on the applicable classification level as listed in clause 24.

A Maximum-Term employee is entitled to all leave entitlements on a pro-rata basis for the period of the engagement. The Maximum-Term engagement may be terminated at any time prior to the scheduled end date by either the Centre or employee giving four (4) weeks notice or, in the case of termination by the Centre, making payment in lieu of notice.

15. Casual Employment

A casual employee is employed on an hourly basis, and whose employment is subject to termination at anytime without notice subject to the payment of the minimum engagement period of two (2) hours.

The ordinary hourly rate of pay for casual employees shall be calculated by dividing the equivalent Full-Time annual salary for the classification in which the employee is employed by 52, dividing the resulting answer by 38 and adding the casual loading of 23%. This 23% loading is in lieu of annual leave, sick leave, public holidays and other entitlements – this loading is not in lieu of Long Service Leave entitlements. Remuneration of casual employees is based on the applicable classification level as listed in clause 24 and rates of pays contained in Appendix A of this Agreement.

If employed as a casual, the employee agrees that there will be no restriction on the length of time that the employee will be employed in this category.

16. Full-Time Employee

Full-Time means employment which requires the employee to work the ordinary hours per week as defined in clause 37 of this agreement.

17. Part-Time Employee

Part-Time means employment for less than the normal weekly ordinary hours specified for a Full-Time employee, for which all entitlements are paid on a pro-rata basis.

Part-Time employee will be engaged for a minimum of 10 hours per week, unless a lesser period is agreed between the Centre and employee.

Part-Time employee must be paid at an ordinary hourly rate calculated by dividing the annual salary for the classification in which the employee is employed by 52 (weeks) and dividing the result by 38 (hours).

18. Traineeships

The Centre may engage an employee under a traineeship as defined in Clause 2.

Any Traineeship shall comply with the terms of the *Training Wage Award State – 2003* and the *Order – Apprentices' Trainees' Wages & Conditions (Excluding Certain Queensland Government Entities) 2003*, as varied by the Commission from time to time.

19. More Than One Engagement

An employee engaged on a Permanent or Maximum-Term basis may be employed as a Casual employee in a separate position provided that:

- There is mutual agreement between the Centre and the employee;
- That the work required to be performed is a separate position and is not within the employees substantive position's job description;
- Does not interfere with the employee's ability to carry out the obligations of their original contract of employment;
- Is not designed to avoid overtime payments; and
- Meets safety and well being needs of the employee and the workplace.

20. Probation

An employee, other than a Casual employee, upon commencement, shall serve an initial period of three (3) months probation. A further period of up to three (3) months, thereby making the total probation six (6) months, may be agreed in writing. During such time the employee's performance, skills and teamwork abilities will be assessed.

During the probationary period, either the Centre or the employee may terminate the employment by giving at least one (1) week's notice or the Centre may elect to make payment in lieu of notice.

21. Higher Duties

An employee who is called upon to perform work at a level above their current classified level for a period of more than two days, shall be paid at the minimum award rate prescribed for that higher level for the whole period involved on such higher level duties.

22. Termination of Employment

Either party may terminate the employment of the employee by giving the period of notice shown in the table below:

| Employee's period of continual service | Period of notice |
|---|------------------|
| Not more than 1 year | At least 1 week |
| More than 1 year but not more than 3 years | At least 2 weeks |
| More than 3 years but not more than 5 years | At least 3 weeks |
| More than 5 years | At least 4 weeks |

Employee's aged 45 years or over and have completed 2 years of service, will receive an additional weeks notice by the employer should the employment be terminated.

PART C: POSITIONS & POSITION CLASSIFICATIONS

23. Position Descriptions

All positions shall have position description detailing the responsibilities, requirements and classification of the position.

24. Position Classifications

The purpose of the framework is to establish a generic and flexible framework for the classification of new and existing employees that is based on the recognition of merit, relevant industry skills and experience, responsibility and the required utilisation of possessed qualifications relevant to the Centre.

The framework consists of 4 classification levels reflecting increasing levels of responsibilities along with higher level of skills and competencies. Progression to a higher level within the Classification Structure is not automatic or based on length of service. Classification levels are based on the responsibilities [e.g. duties] of the position and the requirements [i.e. competencies, skills, experience etc] required to perform the duties [as detailed below in the Classification Level Descriptors].

Within each level there are a number of bands which are not increments but pay points at which an employee may be appointed, based on their experience and level of competency, as detailed below:

| Classification Level | Bands |
|----------------------|-------|
| 1 | 1 |
| | 2 |
| 2 | 1 |
| | 2 |
| 3 | 1 |
| | 2 |
| 4 | 1 |
| | 2 |
| | 3 |

Classification Level Descriptors

Level One (1)

A Level One [1] position requires the employee to perform tasks in accordance with defined procedures, makes decisions in regard to routine matters, and works under routine supervision either individually or in a team environment on a limited range of tasks. At this classification, the position requires the employee to possess a general understanding of work practices and have gained minimal practical experience in the field of speciality.

Indicative tasks performed by an employee appointed to a Level One position include front office customer service and administration (i.e. ticket selling, ushering, receipt of monies etc), waiting on tables, and stage/technical assistance.

Such skills would be commensurate with those contained in a relevant Australian Quality Framework (AQF) Level 2.

Level Two (2)

A Level Two [2] position requires the employee to perform tasks according to complex procedures with discretion to solve straightforward problems using readily available information and as a team member organises allocated materials and equipment in an efficient and effective manner or works individually under general supervision. Competency has been gained through formal accredited training and practical experience. A Level Two [2] employee determines her/his own work priorities within established programs and guidelines, and anticipates needs and problems based on past experience.

Indicative tasks performed by an employee appointed to a Level Two [2] position include computer ticketing, high level customer service, receptionist/administration duties, multi-skilled & highly proficient in all facets of food & beverage service, basic food preparation, and assisting higher level employees to maintain and install/prepare stage, stage mechanics, audio-visual, sound, & lighting duties.

Such skills would be commensurate with those contained in a relevant Australian Quality Framework (AQF) Level 3.

Level Three (3)

A Level Three [3] position requires a high level of operational, post trade, technical or administrative skills to perform and ensure completion of specialists, non-routine or complex tasks.

The employee may coordinate the work of a small team or is a skilled specialist that performs complex work with limited supervision. The appointee may conduct on-job training, and solve problems in line with past precedence. Level Three [3] employees determine short-term priorities within their delegated level of authority, write and recommend changes to procedures, and may liaise and negotiate with specialists from other disciplines, suppliers, clients and write reports within their field of expertise.

Indicative tasks performed by an employee appointed to a Level Three [3] position may include to order and control stock, be responsible for the maintenance and service of operational standards, advanced clerical and financial duties, direct and train lower level employees, assist the Department Head, specialist cooking duties, banking, use ticketing software to create, format, edit and correct ticketing requirements for box office events and productions, and design, set up and operate stage mechanics, audio-visual, sound, and lighting and other technical equipment.

Such skills would be commensurate with those contained in a relevant Australian Quality Framework (AQF) Level 4.

Level Four (4)

A Level Four [4] position covers professionals, specialists and supervisors/managers, who plan, manage and undertake professional work on more complex, higher value and more responsible tasks requiring substantial professional experience.

The employee may be required to perform professional work or supervise the work of others and is held accountable for the work performed by the team, plans and implements training, works with minimal direction, monitors income and expenditure for area/s supervised, and applies well developed communication and analytical skills to negotiate, accurately analyse complex problems where direct precedence does not generally exist, and implements/recommends sound and succinct solutions and procedures.

Indicative tasks performed by an employee appointed to a Level Four [4] position may include co-ordination of section or unit with specialised skills (i.e. accountancy, theatre production).

Transition to New Classification

Current employees whose remuneration is based on the classification structure detailed in the Sunshine Coast Event Centre Certified Agreement 2005 shall be translated into the new classification structure detailed in this Agreement as detailed below.

| Old Classification Level and Bands | New Classification and Bands |
|---|-------------------------------------|
| 1.1 | 1.1 |
| 1.2 | |
| 1.3 | |
| 1.4 | 1.2 |
| 1.5 | |
| 2.1 | |
| 2.2 | 2.1 |
| 2.3 | |
| 2.4 | |
| 3.1 | 2.2 |
| 3.2 | |
| 3.3 | |
| 4.1 | 3.1 |
| 4.2 | |
| 4.3 | |
| | 3.2 |
| | |
| | |
| | 4.1 |
| | |
| | |
| | 4.2 |
| | |
| | |

All current employees will be translated at the new Band Level, but based on their current ordinary wage rate. All new employees will be appointed at the rate detailed at the specific Level Band.

25. Position Reclassification

During an employee's annual performance review, the classification of the position shall be assessed in terms of responsibilities and requirements and if there is an increase in scope, a reclassification to a new level may result.

PART D: WAGES & ALLOWANCES

26. Wage & Salary Increases

During the term of this Agreement the following annual wage and salary increases will be applied on the first full pay period following the dates specified below:

| DATE OF INCREASE | INCREASE PERCENTAGE |
|------------------|---------------------|
| 1 July 2012 | 3.5% |
| 1 July 2013 | 3% |
| 1 July 2014 | 3% |

27. Schedule of Wages

The minimum hourly (and annual) rate of salary payable to employees is set out in Appendix A of this agreement.

Payment of monies will be made using Electronic Funds Transfer (EFT) directly to the account nominated in writing by the employee and will be paid on a fortnightly basis. Should the account details change for the depositing of salary it will be the responsibility of the employee to provide sufficient notice of the change of details to ensure that payments are able to be accurately transferred at all times.

Nothing contained within this Agreement shall preclude the employer from paying any employee at a higher rate than that prescribed in Appendix A.

28. No Extra Claims

The parties agree that this Agreement constitutes a closed Agreement in settlement of all claims in relation to the terms and conditions of employment of employees to whom it applies and that the parties will not pursue further claims during the term of this Agreement.

29. Junior Wages

Employees less than 21 years of age are entitled to receive a minimum rate of pay, calculated as follows:

| | Junior Rate of Pay |
|------------------------------|---------------------------|
| 16 and under 17 years of age | 50% of adult Level 1 rate |
| 17 and under 18 years of age | 60% of adult Level 1 rate |
| 18 and under 19 years of age | 70% of adult Level 1 rate |
| 19 and under 20 years of age | 80% of adult Level 1 rate |
| 20 and under 21 years of age | 90% of adult Level 1 rate |

30. Allowances

Employees may be entitled to the following allowances:

30.1 First Aid Allowance

Employees who have been appointed as a designated First Aid Officer, shall receive an allowance of \$25.00 a fortnight.

30.2 Meal Allowance

Employees who are required to work more than 12 hours in any one day will be paid a \$15.00 meal allowance for each instance or provided with a meal by the Centre.

30.3 Travel Allowance

Where an employee is required in the course of their employment by the Centre to use their private motor vehicle to carry out business for the Centre, the employee shall be paid an allowance per kilometre in accordance with the scale of such allowance as prescribed by the Australian Taxation Office (ATO) and adjusted from time to time.

30.4 On-Call Allowance

Employees who are required to remain On-Call to respond to emergency after hours calls on behalf of the Centre, shall receive an allowance of \$15 per day whilst On-Call. On-Call employees are required to be accessible for the period whilst they are On-Call and remain physically capable of attending the Centre.

Where an employee is required to respond to an emergency after hours call and *is not* required to attend the premises, they shall receive ordinary time for the time worked with a minimum payment of one (1) hour.

Where an employee is required to respond to an emergency after hours call and *is* required to attend the premises, they shall receive the appropriate overtime rate for the time worked with a minimum payment of two [2] hours. This overtime commences from the time the employee leaves home and concludes when the employee returns home.

PART E: EMPLOYMENT BENEFITS & DEVELOPMENT

31. Salary Sacrifice

All Permanent and Maximum-Term (Full-Time or Part-Time) employees may agree to salary sacrifice part (or the total) of their remuneration in return for other benefits, such as additional employee superannuation contributions etc.

The employee's right to sacrifice a part (or the total) of their salary or wage shall be subject to any Commonwealth taxation laws affecting salary sacrifice arrangements or rulings of the Australian Taxation Office in relation to salary sacrifice arrangements which may be introduced or amended from time to time during the term of this Agreement.

The amount the employee sacrifices must be sufficient to cover the cost to the Centre of the benefit the employee wishes to receive, including any Fringe Benefit Tax payable on the benefit and the cost to the Centre of the non-deductibility of that Fringe Benefits Tax. The employee authorises the Centre to make those deductions from her/his remuneration, and the employee, not the Centre, will be responsible for any salary sacrifice arrangements established. That includes retaining or taking over from the Centre any ongoing legal obligations in respect of any benefits for which the employee has salary sacrificed, upon termination of the employee's employment.

The earnings base for calculating the employee's entitlements such as overtime, and employer superannuation contributions will not be affected by any salary sacrifice arrangements the employee enters into with the Centre.

The Centre recommends employees consult a taxation adviser to ensure any possible taxation and Fringe Benefits Tax implications are understood, if any, related to a salary sacrificing agreement, before the employee signs this document. Fringe Benefits Tax is reported on the employees annual Payment Summary.

32. Superannuation

The Centre shall provide a superannuation benefit to all eligible employees engaged under the terms of this Agreement, as prescribed by the *Local Government Act 2009* (Qld) in accordance with the terms of the Local Government Superannuation Scheme.

33. Performance Management

All employees shall be involved in the Centre's performance management program aimed at:

- Coaching, advising and assisting employees to reach their performance potential and meet operational targets; and

- Developing employee skills and abilities so that they can perform their role to the best of their abilities.

A performance review shall occur once a year on the employee's anniversary date whereby the employee will meet with their supervisor to discuss their performance in the preceding twelve (12) month period.

34. Workplace Health and Safety

The Parties agree to comply with the provisions of the *Workplace Health & Safety Act 1995* (Qld).

The Parties acknowledge a healthier and safer workplace will result in improved effectiveness, efficiency and productivity. This will be accomplished by a consultative approach to managing Workplace Health and Safety (WH&S) issues and a WH&S framework supported by appropriate training.

The parties are committed to the achievement of a healthier and safer workplace through effective workplace changes. This will be accomplished through a consultative approach to managing WH&S issues which include:

1. Control of hazards at the source;
2. Reducing the incidence and costs of workplace injury and illness;
3. The provision of timely (being no later than the normal close of business of the next business day) and accurate incident reports for incidences which involve either personal injury, property damage or any near-misses;
4. Reviewing the work and management practices affecting the inter-relationship between efficiency, productivity and health and safety;
5. The commitment and adherence to the Centre's rehabilitation system for employees affected by workplace injury or illness;
6. The provision of vaccinations (e.g. Hepatitis A & B, Flu Shots, Tetanus etc) for employees in positions which have been identified by the Centre as high risk infectious activities; and
7. Developing a culture of preventative strategies to promote better health and fitness.

The consultative approach will be through WH&S committees and such committees will address the issues above and increase management, individual and supervisor accountability after consultation with the relevant parties in the workforce. WH&S awareness shall be enhanced and appropriate training and communication lines put in place.

Where safety clothing and Personal Protective Equipment (PPE) is provided by the Centre, all employees are required to wear the current issues of clothing and PPE during any working day. This action is necessary for the safety of the employee concerned as well as other employees working with that employee.

Employees are permitted to work when prescribed with medication, provided their work performance is not affected by that medication. All employees are obliged to ensure that work can be performed safely without risk to themselves, others or the Centre. If an employee is likely to experience side effects from taking prescribed drugs, they must inform their Supervisor before commencing work.

The Centre seeks to access accurate information and reliable advice with regard to an employee's health and well-being. This information will be used to enable management to prepare effective rehabilitation programs, identify suitable alternative work placements, redeployment options or the employee's fitness to perform his/her assigned duties. To this end, the General Manager may seek an employee to attend a medical review conducted by a Centre appointed specialist medical practitioner at Centre's expense.

35. Training & Development

The Parties agree that a highly skilled and flexible workforce is a major ingredient in achieving increased efficiency and productivity and the Centre is committed to developing the skills and competencies of employees and career development opportunities through access to an appropriate training program.

PART F: HOURS OF WORK & FLEXIBLE WORKING

36. Span of Hours

The ordinary span of hours for employees who work in the Centre will be between 6:00 am and 1:00 am any day from Monday to Sunday.

37. Hours of Work

Employees may work any time during the ordinary span of hours.

Full-time employees will work 76 hours per fortnight and maybe worked any time during the ordinary span of hours.

Part-Time employees shall work according to their rostered hours which shall be less than 76 hours per fortnight and maybe worked any time during the ordinary span of hours.

Casual employees shall work up to 76 ordinary hours per fortnight any time during the ordinary span of hours.

Each fortnight employees will be rostered to have at least two (2) consecutive days off from work.

38. Public Holidays

If a gazetted public holiday falls between Monday to Friday and it falls on an employee's rostered day off, the employee will be entitled to take another day off and be paid at the ordinary rate of pay for the public holiday.

39. Meal Breaks

Employees must be given a thirty (30) minute meal break when the employee is rostered to work six (6) consecutive hours or greater. If there is an emergency, the employee may need to continue working without meal break, but will be given a meal break as soon as practicable.

If the employee would normally finish work within that meal break, the employee does not have to be given a meal break. If the employee is not given a meal break within six (6) hours from commencing duty, the employee will be paid double time for time worked in excess of the six (6) hours until the employee receives a meal break.

40. 10 Hour Break

An employee is entitled to at least ten (10) consecutive hours off duty from the time the employee finishes working on a given day/shift before the commencement of a shift on the next day, unless the employee agrees otherwise to be recalled to work taking into account genuine workplace health and safety concerns of both the employee and the workplace.

If an employee is recalled to work or the employee is required to continue to work without having ten (10) hours off duty, the employee will be paid double time for the time till the employee is released from duty. The employee is then entitled to be absent until the employee has had ten (10) consecutive hours off duty, without loss of pay for the ordinary hours the employee would normally have worked.

41. Overtime

Any employee may be required to work a reasonable amount of overtime.

Employees appointed to a position classified as Level 1, 2, 3 or 4 will be paid for any overtime worked as follows:

- More than the maximum ordinary hours – If an employee works more than 76 hours in a fortnight, then the employee is working overtime and will be paid for the overtime at the rate of time and one half for the first four hours of overtime. After the first four (4) hours of overtime, will be paid at the rate of double time.
- Work on public holidays and gazetted holidays – if the employee works on a public holiday or Caloundra show day, gazetted by the Queensland State Government, the employee will be paid at the rate of double time.
- More than 10 hours - if the employee works more than 10 hours but less than 12 hours on any day, the employee is then working overtime and will be paid for the overtime at the rate of one and a half times your ordinary rate of pay for all additional time worked.

- More than 12 hours – if the employee works more than 12 hours on a day, the employee is then working overtime and will be paid for the overtime at the rate of double time for all additional time worked.

Overtime will only be paid when it has been authorised by the employee's supervisor in advance or in emergency situations.

Other flexible overtime arrangements [e.g. TOIL] may be mutually agreed to provided such arrangement is in writing and signed by both parties.

42. Rosters

Management will develop rosters ten (10) days in advance for all Full-Time, Part-Time and Casual Employees.

During the period the roster is in operation, management may alter the roster by providing the employee with twenty-four (24) hours notice of the effect of the change. Similarly, employees during the roster period are required to provide twenty-four (24) hours notice to availability changes, except for the case of Personal Leave or Bereavement Leave.

43. Christmas Shutdown

The Centre may have a Christmas shutdown period based on operational requirements. The General Manager will give all employees two (2) months notice of any intention by the Centre to implement a Christmas shutdown.

Full-Time and Part-Time employees will be required to use Annual Leave, Long Service Leave, Leave without Pay or TOIL for time off during a Christmas shutdown. For new employees who have not had accrued the required Annual Leave or Long Service Leave, the Centre will make reasonable attempts to provide the employee with the opportunity to accrue TOIL.

44. Special Working Arrangements

The General Manager may require a special working arrangement for either an individual or team in order to meet the efficient operation of the Centre's business; such arrangement may be on a permanent basis or alternatively for a specified period. In addition any employee may require a Special Working Arrangement in order to better accommodate for their personal commitments or work/life balance; such arrangement may be on a permanent basis or alternatively for a specified period.

Any such arrangement shall be by agreement in writing between the General Manager and employee.

PART G: LEAVE

45. Annual Leave

Permanent employees are entitled to twenty (20) days (152 hours) annual leave after every twelve (12) months of service.

Employees will continue to accrue annual leave if they are absent on annual leave, long service leave or sick leave.

Whenever possible, the employee will be allowed to take leave on the dates requested, however, the Centre reserves the right to nominate the days annual leave is taken based on business requirements.

Annual leave shall be taken within two (2) years of it being accrued, unless otherwise approved by the Centre. Where an employee has accrued excessive Annual Leave (i.e. greater than two (2) years of accruals), the General Manager can require an employee to take a minimum of four (4) weeks leave provided the employee is given three (3) months notice. The Centre will pay the employee an annual leave loading of 17.5%.

An employee may apply to General Manager to take annual leave which has not been accrued in advance. However, if this is approved and the employee employment is terminated before the employee has completed the period of continuous service in which it would have accrued, the Centre can deduct an amount equivalent to your payment for that leave from any money that it owes to the employee.

All accrued leave shall be paid on termination of employment.

46. Personal (Sick and Carers) Leave

All employees (except casuals) are entitled to accrue fifteen (15) days (114 hours) paid Personal Leave per year of service (pro-rata for part-time employees).

Personal Leave may be taken as Sick Leave when an employee suffers a personal illness or injury or Carers Leave when an employee is required to provide care or support to a member of the employee's immediate family or a household member who requires care or support as a result of sickness, injury or an unexpected emergency.

There will be no ceiling to the amount of Personal Leave which can be accrued, however is not paid upon termination of employment.

Sick Leave

1. When taking Sick Leave the employee must notify their supervisor/manager of their absence as soon as practical – where possible within the first thirty (30) minutes or at least by the close of business on the first day of absence.
2. A medical certificate from a registered health practitioner or other evidence to the Centre's satisfaction is required for absences greater than two (2) days of Sick Leave.

Carers Leave

1. The employee wherever practical, is required to give the Centre notice prior to the absence of the intention to take carer leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence.
2. If it is not practical for the employee to give prior notice of absence, the employee shall notify the Centre by telephone of such absence at the first opportunity on the day of the absence.
3. A medical certificate from a registered medical practitioner (or other evidence to Centre's satisfaction) detailing that in the opinion of the medical practitioner, or other evidence to the Centre's satisfaction the member of the immediate family or household has had or will have a personal illness or injury in the period.

If it is deemed necessary by the General Manager due to a regular pattern of Personal Leave which is not supported by a medical certificate or other evidence to the Centre's satisfaction, a medical certificate or other evidence to the Centre's satisfaction will be required to be produced for any one (1) day of sick leave. It is acknowledged that these regular patterns can be due to personal problems beyond the employee's control and this clause is clearly related to a potential abuse of sick leave and the intent is to open discussion between the employee and their manager.

47. Bereavement Leave

All Permanent and Maximum-Term employees are entitled to two (2) days paid leave on the death of an immediate family member or a member of the employee's household.

All Casual employees are entitled to two (2) days unpaid leave.

48. Long Service Leave

All Long Service Leave provisions shall be as per the *Industrial Relations Act 1999* (Qld) except for the following additions:

- All employees are entitled to Long Service Leave that accrues at the rate of 1.3 weeks per year of service. After seven (7) years of continuous service, employees are entitled to 9.1 weeks pro rata.
- Long Service Leave may be accessed for periods of less than two (2) weeks if annual leave entitlements have been exhausted.

49. Leave without Pay

An employee may seek Leave without Pay which will be at the discretion of the General Manager. Such leave will not constitute a break in the continuity of service of the employee, however accrual of benefits and leave during this period will be suspended after a period of three (3) days.

50. Jury Service Leave

All employees (except casuals) are entitled to be paid their ordinary rate of pay while on jury service leave. Upon receipt of remuneration from the Court for jury service, the employee shall reimburse the Centre.

51. Military Leave

Employees who are members of the Australian Defence Force Reserves are entitled to ten (10) days paid military service leave.

52. Family Leave

Employees shall be entitled to Family Leave in accordance with the provisions of the *Industrial Relations Act 1999* and the Family Leave Award.

PART H: WORKPLACE CHANGE

53. Introduction of Significant Workplace Changes

53.1 Centre's Duty to Notify

Where the Centre decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the Centre shall notify the employees who may be affected by the proposed changes and, where relevant, their union/s.

"Significant effects" includes termination of employment, major changes in the composition, operation or size of the Centre's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where this Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

53.2 Centre's Duty to Consult over Change

The Centre shall consult with 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 and the ways to avoid or minimise the effects of the changes.

This consultation will occur as soon as practical after making the decision.

For the purpose of such consultation the Centre 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, provided that the Centre shall not be required to disclose confidential information, the disclosure of which would be adverse to the Centre's interests.

54. Redundancy, Redeployment & Retrenchment

54.1 Objectives

The objectives of this clause are to:

1. Maintain, where possible, employees whose positions have become redundant in continued employment within the Centre;
2. Retrain employees whose positions have become redundant where necessary;
3. Pay monetary compensation to those employees whose positions have become redundant and who are unable to be redeployed and whose employment is to be terminated; and
4. Assist employees whose positions have become redundant to find employment outside the service of the Centre.

54.2 Consultation & Notice

The Centre shall not be required to disclose confidential information, the disclosure of which would be adverse to the Centre's interests.

54.2.1 Consultation before redundancy/retrenchment

Where the Centre decides that a position currently being fulfilled by an employee is no longer required to be carried out by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to the retrenchment of an employee, the Centre shall consult the employee directly affected and where relevant, their union or unions.

This consultation shall take place as soon as it is practical after the Centre has made a decision and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.

For the purpose of the consultation the Centre 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.

55.2.2 Redundancy Notice

Employees whose positions are made redundant will receive twelve (12) weeks notice or payment in lieu of notice.

55.2.3 Notice to Centrelink

Where it is determined that Involuntary Retrenchments will occurs, the Centre shall notify Centrelink as soon as possible giving all relevant information about the retrenchments, including a written statement of the reasons for the retrenchment, the number and categories of the employees affected and the period over which the retrenchments are intended to be carried out.

54.3 Redundancy

“Redundancy” means a situation where a function in the Centre is no longer required and the position is no longer needed as a result of the organisational change.

However, “redundancy” does not occur (and this clause does not apply) in the following circumstances:

1. Where an employee suffers a permanent injury or illness that renders that employee otherwise incapable of continuing in employment, and the employee has access to other financial support such as Worker’s Compensation or Superannuation, Total and Permanent Disability Payment; or
2. Where an employee’s services are terminated by reason of neglect of duty, abandonment of employment or misconduct; or
3. Where an employee has been engaged in a casual or temporary capacity on a short term basis, such as project employment; or
4. Where the Centre either before or during the Retrenchment Notice obtains an offer of suitable alternative employment for an employee whose position has become redundant and the employee does not accept that position; or
5. Where an employee has not been engaged for a continuous period of at least twelve (12) months.

54.4 Redeployment

Prior to any retrenchment, the Centre will endeavour to find suitable redeployment opportunities within the Centre for employees whose positions have become redundant. All such employees will be individually interviewed to determine what options may exist for retraining.

Where suitable redeployment options are found for an employee at a classification with a lower rate of pay, that employee will continue to receive, as a minimum for all work performed, the actual rate of pay for the classification held at the time of transfer for the same period as if they were retrenched as detailed in clause 54.6 or until the rate for the lower classification exceeds that actual rate, whichever is the earlier.

Accrued entitlements are to be paid at the previous income rate of pay for employees who are redeployed to a lower classification level when leave is taken.

Should an employee not accept a suitable redeployment position and opt to be involuntarily retrenched, they are not eligible to apply for the position or any similar position, should it be advertised externally, within a six (6) month period after the employee is Involuntarily Retrenched.

54.5 Retrenchment

For the purposes of this agreement there are two (2) forms of retrenchment – Voluntary and Involuntary.

54.5.1 Voluntary Retrenchment

The General Manager may, at his/her discretion, invite applications from employees for voluntary retrenchment in lieu of employees who would otherwise be involuntarily retrenched during the Redeployment/Retrenchment Notice period.

Persons whose applications for voluntary retrenchment are accepted by the General Manager will receive:

1. The redundancy benefits provided for within this clause; and
2. All usual termination of employment entitlements.

54.5.2 Involuntary Retrenchment

This sub-clause applies if there has been a Redundancy Decision and the Centre has concluded that it is not possible to redeploy employees whose positions have become redundant.

Employees whose positions have become redundant will be subject to involuntary retrenchment effective on the last day of the Retrenchment Notice.

Persons who are involuntarily retrenched will receive:

1. The redundancy benefits provided for within clause 54.6; and
2. All usual termination of employment entitlements.

54.6 Redundancy Benefits

In addition to the Redundancy Notice an employee whose is retrenched as a result of their position being made redundant, shall be entitled to the following amounts of Redundancy Pay:

| Period of Continuous Service | Redundancy Pay (Weeks' pay) |
|---|--------------------------------|
| Less than 1 year | nil |
| 1 year but not more than 2 years | 4 |
| More than 2 years but not more than 5 years | 8 |
| More than 5 years but not more than 7 years | 12 |
| More than 7 years but not more than 10 years | 16 |
| More than 10 years but not more than 15 years | 20 |
| More than 15 years | 24 |

"Weeks' Pay" means the ordinary time rate of pay for the employee concerned. The following amounts are excluded from the calculation of the ordinary time rate of pay:

1. Overtime;
2. Penalty rates;
3. Disability allowances;
4. Shift allowances;
5. Special rates;
6. Fares and travelling time allowances;
7. Bonuses; and
8. Any other ancillary payments.

54.7 Time Off During Notice Period

During the Redundancy Notice period, an employee shall be allowed up to one (1) day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Centre, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

54.8 Employee Leaving During Notice

Should an employee terminate their employment during the Redundancy Notice period, they shall be entitled to the same benefits and payments under this clause had such employee remained with the Centre until the expiry of such notice. In these circumstances the employee shall not be entitled to payment in lieu of notice.

55. Transmission of Business

In this clause, "business" includes trade, process, business or occupation and includes a part or subsidiary 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.

Where a business or part of a business of the Centre is transmitted from the Centre (transmitter) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmitter of the business, becomes an employee of the transmittee:

- 1. The continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
- 2. The period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.

The Centre shall not be liable for the Redundancy Benefits described in clause 54.6, in any of the following circumstances:

- 1. Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmitter, and any prior transmitter, to be continuous service of the employee with the transmittee; or
- 2. Where the employee rejects an offer of employment with the transmittee:
 - a. In which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
 - b. Which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

56. Signatories

Signed for and on behalf of **The Sunshine Coast Events Centre Pty Ltd** Greg McGrath
In the presence of David Shanahan

Signed for and on behalf of **The Employees of The Sunshine Coast Events Centre Pty Ltd** .. Salvatore Parisi
In the presence of David Shanahan

Signed for and on behalf of **The Employees of The Sunshine Coast Events Centre Pty Ltd** .. David Maxwell
In the presence of David Shanahan

Signed for and on behalf of **The Employees of The Sunshine Coast Events Centre Pty Ltd** .. Emma Baker
In the presence of David Shanahan

Appendix A – Wage Rates

| | | From 1 July 2012 3.5% | | | | From 1 July 2013 3% | | | | From 1 July 2014 3% | | | |
|-------|------|--------------------------|----------|--------|------------------|------------------------|----------|---------|------------------|------------------------|----------|--------|------------------|
| Level | Band | Annual | Weekly | Hourly | Casual Hourly | Annual | Weekly | Hourly | Casual Hourly | Annual | Weekly | Hourly | Casual Hourly |
| 1 | 1 | \$37,183 | 715.07 | 18.82 | 23.15 | \$38,299 | 736.52 | \$19.38 | \$23.84 | \$39,448 | 758.61 | 19.96 | 24.56 |
| | 2 | \$40,572 | 780.23 | 20.53 | 25.25 | \$41,789 | 803.64 | \$21.15 | \$26.01 | \$43,043 | 827.75 | 21.78 | 26.79 |
| 2 | 1 | \$44,099 | 848.06 | 22.32 | 27.45 | \$45,422 | 873.50 | \$22.99 | \$28.27 | \$46,785 | 899.71 | 23.68 | 29.12 |
| | 2 | \$48,183 | 926.60 | 24.38 | 29.99 | \$49,629 | 954.40 | \$25.12 | \$30.89 | \$51,118 | 983.03 | 25.87 | 31.82 |
| 3 | 1 | \$52,268 | 1,005.14 | 26.45 | 32.53 | \$53,836 | 1,035.30 | \$27.24 | \$33.51 | \$55,451 | 1,066.36 | 28.06 | 34.52 |
| | 2 | \$56,939 | 1,094.99 | 28.82 | 35.44 | \$58,648 | 1,127.84 | \$29.68 | \$36.51 | \$60,407 | 1,161.68 | 30.57 | 37.60 |
| 4 | 1 | \$61,893 | 1,190.25 | 31.32 | 38.53 | \$63,750 | 1,225.96 | \$32.26 | \$39.68 | \$65,662 | 1,262.74 | 33.23 | 40.87 |
| | 2 | \$67,659 | 1,301.13 | 34.24 | 42.12 | \$69,689 | 1,340.17 | \$35.27 | \$43.38 | \$71,779 | 1,380.37 | 36.33 | 44.68 |
| | 3 | \$73,425 | 1,412.02 | 37.16 | 45.70 | \$75,628 | 1,454.38 | \$38.27 | \$47.08 | \$77,897 | 1,498.01 | 39.42 | 48.49 |