



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Central SEQ Distributor-Retailer Authority T/A Queensland Urban Utilities (AG2018/2526)

QUEENSLAND URBAN UTILITIES' (QUU) OPERATIONAL AND FIELD EMPLOYEES' ENTERPRISE AGREEMENT 2018

Water, sewerage and drainage services

DEPUTY PRESIDENT ASBURY

BRISBANE, 31 OCTOBER 2018

Application for approval of the Queensland Urban Utilities' (QUU) Operational and Field Employees' Enterprise Agreement 2018.

[1] The Central SEQ Distributor-Retailer Authority T/A Queensland Urban Utilities (QUU) applies to the Fair Work Commission (the Commission) for approval of an enterprise agreement known as the *Queensland Urban Utilities' (QUU) Operational and Field Employees' Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

[2] On 6 August 2018, correspondence was sent from the Member Assist Team of the Commission on behalf of Commissioner Lee, raising concerns with a clause of the Agreement relating to abandonment of employment and inviting QUU to provide an undertaking in relation to that concern. The correspondence also raised an issue with the form of the signature page of the Agreement and requested a form F18 statutory declaration be filed on behalf of one of the employee organisations listed in the Form F16 Application for approval filed by QUU.

[3] On 8 August 2018 an undertaking was provided by QUU in relation to the operation of clause 3.12 of the Agreement which deals with abandonment of employment. Pursuant to s.190 of the Act, I accept the undertaking. In accordance with s.201(3) of the Act I note that a copy of the undertaking is attached to the Agreement and forms part of the Agreement.

[4] The Australian Municipal, Administrative, Clerical and Services Union (the ASU), the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia – Plumbing Division – Queensland Branch (the CEPU), and the Australian Workers' Union have given notice under s.183 of the Act of wanting to be covered by the Agreement. In accordance with s.201(2) of the Act I note that the Agreement covers these organisations. It is noted that the ASU, the CEPU and the AWU while not supporting

the approval of the Agreement, did not seek to advance any arguments in objection to its approval.

[5] The Construction, Forestry, Maritime, Mining and Energy Union (the CFMMEU) also sought to be covered by the Agreement asserting that it was a bargaining representative for the Agreement, on the basis that it had members who are covered by the Agreement and was entitled to represent the industrial interests of one or more of the employees covered by the Agreement. QUU disputed that the CFMMEU was a bargaining representative and asserted the CFMMEU was not entitled to represent the industrial interests of any employee covered by the Agreement.

[6] Following directions being issued in relation to the objection to the CFMMEU's entitlement to represent the industrial interests of employees covered by the Agreement, and a number of hearings in relation to that issue, the CFMMEU sent correspondence to my chambers on 22 October 2018 stating that it while it maintained it had status as a bargaining representative, it no longer wished to be covered by the Agreement. The CFMMEU also indicated that it took issue with a number of procedural decisions I made in relation to the determination of its status as a bargaining representative.

[7] In short, the CFMMEU sought to establish the principle purpose for which employees of QUU were employed, by reference to GPS data from all machinery operated by employees covered by the Agreement rather than by calling evidence from its members about these matters on the basis that the Union alleged that its members feared victimisation if they gave evidence to the Commission. I did not accept that submission and refused an application for an order to produce such data on the basis of my view that the data would not be determinative of which employee had operated a particular machine for any period of time. I also indicated my view that the most efficient manner of dealing with the question of the CFMMEU's right to represent employees covered by the Agreement would be for the CFMMEU to call evidence from a member or members in relation to matters such as the work that they perform and the proportion of time spent on that work. I also made clear that if the CFMMEU wished to assert that its members had a well-founded fear that they would be victimised if they gave evidence to the Commission, then such evidence could be placed before the Commission in the form of statements from those members (which could be redacted) so that the basis for the assertion could be considered.

[8] The CFMMEU carried the onus of demonstrating that it has the right to represent employees covered by the Agreement. The CFMMEU declined to participate in the proceedings on the basis that I determined it should be conducted and accordingly, to the extent I am required to consider this matter for the limited purposes of approving the Agreement, I am unable to be satisfied that the CFMMEU is a bargaining representative for the Agreement.

[9] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met. In particular I note that the Form F17 Employer declaration contains a detailed comparison which is appended to the Form in relation to terms of the Agreement that are more beneficial and less beneficial when compared to terms of the relevant reference instrument. The Form F17 also sets out details of the manner in which an explanation of the terms of the Agreement was provided to the relevant employees.

[10] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 November 2018. The nominal expiry date of the Agreement is 30 April 2021.



DEPUTY PRESIDENT

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Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.



QUEENSLAND URBAN UTILITIES (QUU)

OPERATIONAL AND FIELD EMPLOYEES' ENTERPRISE AGREEMENT 2018

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PART 1 – PRELIMINARY MATTERS

1.1 What is this Agreement called?

This Agreement is known as the Queensland Urban Utilities' (QUU) Operational and Field Employees' Enterprise Agreement 2018 (the Agreement).

1.2 When does this Agreement apply?

This Agreement will operate from seven (7) days after it is approved by the Fair Work Commission (the Operational Date). The nominal expiry date of this Agreement is 30 April 2021.

1.3 What is the effect of this Agreement?

This Agreement operates as a stand-alone agreement and replaces, in entirety any and all awards, registered and unregistered agreements and memorandums of understanding (MOUs) which may otherwise have applied to You, save that it does not exclude laws dealing with long service leave, occupational health and safety and worker's compensation. The National Employment Standards (NES) will apply to Your employment and nothing in this Agreement will exclude the NES.

1.4 Who is covered by this Agreement?

This Agreement covers and applies to QUU and those Employees employed by QUU in a classification described by Schedule Two and who are not covered by the QUU SAS Laboratory Employees' Enterprise Agreement 2017 or the QUU Administrative and Technical Employees' Enterprise Agreement 2017.

1.5 Renewal or Replacement of Agreement

The Parties will commence formal negotiations for a replacement Agreement six (6) months prior to the nominal expiration of this Agreement.

1.6 Definitions

In this Agreement, the following definitions apply:

- a) **Act** means the *Fair Work Act 2009* (Cth) as amended or replaced from time to time.
- b) **Afternoon shift** means any shift (other than a 12 hour shift) finishing after 1800 and at or before midnight.
- c) **Agreement** means *Queensland Urban Utilities (QUU) Operational and Field Employees' Enterprise Agreement 2017* (the Agreement).
- d) **Approval** means approval of the Agreement by the Fair Work Commission.
- e) **Classification Level** means a concise statement of the duties, skills and responsibilities indicative of a given classification level as described by Schedule Two.
- f) **Day Worker** means an employee who works their Ordinary Hours within the span of hours.
- g) **Double time** means an additional 100% penalty payment for hours worked.
- h) **Double time and a half** means an additional 150% penalty payment for hours worked.
- i) **Employee** is the collective term which covers all classifications in Schedule Two of this Agreement.
- j) **FWC** means the Fair Work Commission.
- k) **Hourly Rate** means the respective hourly ordinary time rate for an Employee in Schedule One – Wage Rates, for their respective classification level.
- l) **Immediate family means:**

- i. Your spouse, de facto partner (including a civil union partner), Your child or a child for whom You have primary care, parent, grandparent, grandchild or sibling; or
 - ii. A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner (including a civil union partner) of the Employee.
- m) **NES** means the National Employment Standards contained in Part 2-2 of the *Fair Work Act 2009* (Cth).
- n) **Night shift** means any shift finishing after midnight and at or before 0800.
- o) **Operational date** means the date which is seven (7) days after the date the Agreement is approved by the Fair Work Commission.
- p) **Ordinary Hours** means your weekly hours referred to in Part 3
- q) **Parties means:**
 - i. QUU;
 - ii. Employees employed by QUU in a classification that is described by Schedule Two and who are not covered by the QUU SAS Laboratory Employees Enterprise Agreement 2017 or the QUU Administrative and Technical Employees' Enterprise Agreement 2017 ; and
 - iii. The Unions.
- r) **QUU** means Queensland Urban Utilities, which is the trading name for the Central SEQ Distributor-Retailer Authority.
- s) **QUU Policy** means a policy or procedure within QUU as amended from time to time.
- t) **Shift Worker**, for the purpose of section 87 of the Act and for the purposes of clause 7.2.2 of this Agreement, means an Employee who performs their duties in rotation through the various shifts covering a 24/7 roster, as allocated by QUU; or
 - an Employee who works permanent night shifts, or
 - an employee who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week; and
 - is regularly rostered to work on Sundays and public holidays.
- u) **Time and a half** means an additional 50% penalty payment for hours worked.
- v) **Unions** means the Australian Municipal, Administrative, Clerical and Services Union (TSU), the Australian Workers Union (AWU) and the Communications, Electrical, Electronic, Energy, Information, Plumbing and Allied Services Union of Australia – Plumbing Division – QLD/NT Branch (CEPU).
- w) **You / Your** means an Employee covered by this Agreement.

PART 2 - AGREEMENT FLEXIBILITY, DISPUTE RESOLUTION AND CONSULTATION

2.1 How can this Agreement be tailored to suit me?

You and QUU may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- a) the arrangement deals with 1 or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances; or
 - v. leave loading; and
- b) the arrangement meets the genuine needs of You and QUU in relation to 1 or more of the matters mentioned in paragraph (a); and
- c) the arrangement is genuinely agreed to by You and QUU.

QUU must ensure that the terms of the individual flexibility arrangement:

- a) are about permitted matters under section 172 of the *Fair Work Act 2009*;
- b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- c) result in You being better off overall than You would be if no arrangement was made.

QUU must ensure that the individual flexibility arrangement:

- a) is in writing;
- b) includes Your name and QUU's name;
- c) is signed by You and QUU and if You are under 18 years of age, signed by Your parent or guardian; and
- d) includes details of:
 - i. the terms of the Agreement that will be varied by the arrangement;
 - ii. how the arrangement will vary the effect of the terms;
 - iii. how You will be better off overall in relation to the terms and conditions of Your employment as a result of the arrangement; and
- e) states the day on which the arrangement commences.

QUU must give You a copy of the individual flexibility arrangement within 14 days after it is agreed to.

You or QUU may terminate the individual flexibility arrangement:

- a) by giving no more than 28 days written notice to the other party to the arrangement; or
- b) You and QUU agree in writing at any time.

2.2 How are Disputes settled under this Agreement?

This clause sets out the procedure for settling a dispute which relates to:

- a) a matter arising under this Agreement; and/ or
- b) the National Employment Standards.

The aim of the dispute settlement procedure below is to encourage You to settle any disputes that arise as soon as possible by engaging directly in discussions with Your Leader or others. At any stage, any of the steps may, by agreement between the Parties to the dispute, be bypassed in the interests of achieving a timely resolution.

You or QUU may appoint another person, organisation or association (including a Union) to accompany and/or represent You for the purposes of this clause.

While the parties are trying to settle the dispute using the steps below, You must continue to perform Your work as normal, unless otherwise directed by QUU.

The process for settling a dispute referred to above, is set out below:

Step 1

In the first instance, You should raise the matter with Your Leader and endeavour to settle it by discussion.

Step 2

If the matter remains unsettled after Step 1, or the nature of the matter means that it is not appropriate to speak to Your Leader, You can raise the matter with Your Leader Once Removed (**LOR**) or your HR Representative for further discussions in an effort to settle it.

Step 3

If the matter still remains unsettled after Step 2, You can raise the matter for discussion between Yourself and the relevant GM or ELT member.

Step 4

If the matter is unable to be settled at the workplace, and all appropriate steps (or unless there is agreement between the Parties) under this clause have been taken, a Party to the dispute may refer the dispute to the Fair Work Commission. The Parties may agree on the process to be utilised by the Fair Work Commission.

2.3 How will I be consulted about major workplace change?

This clause applies if QUU:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- (b) the change is likely to have a significant effect on an Employee or Employees of QUU.

In this clause, a major change is likely to have a significant effect on Employees if it results in:

- (a) the termination of the employment of Employees;
- (b) major change to the composition, operation or size of QUU's workforce or to the skills required of Employees;
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
- (d) the alteration of hours of work;
- (e) the need to retrain Employees;
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

In this clause, relevant Employees mean the Employees who may be affected by the major change.

QUU must notify the relevant Employee or Employees of the decision to introduce the major change.

The relevant Employee or Employees may appoint a representative for the purposes of the procedures in this clause, if:

- (a) a relevant Employee(s) appoint(s), a representative for the purposes of consultation;
- (b) the Employee or Employees advise QUU of the identity of the representative; and
- (c) QUU must recognise the representative.

As soon as practicable after making its decision, QUU must:

- (a) discuss with the relevant Employee(s):
 - (i) the introduction of the change;
 - (ii) the effect the change is likely to have on the Employee(s);
 - (iii) the measures QUU is taking to avert or mitigate the adverse effect of the change on the Employee(s); and
- (b) for the purposes of the discussion, provide, in writing, to the relevant Employee(s):
 - (i) all relevant information about the change including the nature of the change proposed;
 - (ii) information about the expected effects of the change on the Employee(s); and
 - (iii) any other matters likely to affect the Employee(s).

QUU must give prompt and genuine consideration to matters raised about the major change by the relevant Employee(s) or their nominated representative (which could include a Union).

2.4 How will QUU consult with me about changes to rosters or hours of work?

- (a) Where QUU proposes to change Your regular roster or Ordinary Hours of work, QUU must consult with You and Your nominated representative, if any, about the proposed change.
- (b) If You are affected by this proposed change QUU must:
 - (i) provide You and Your nominated representative, if any, in writing, information about the proposed change (for example, information about the nature of the change to Your regular roster or Ordinary Hours of work and when that change is proposed to commence);
 - (ii) invite You and Your representative, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give consideration to any views about the impact of the proposed change that are given by You and/or Your nominated representative.
- (c) The requirement to consult under this clause does not apply if You have irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other provisions in this Agreement concerning the scheduling of work and notice requirements.

PART 3 – YOUR EMPLOYMENT AT QUU

3.1 Nature of Your Employment

At the time of engagement, QUU will inform You in writing as to the nature of Your employment relationship. You may be employed in one of the following categories: full time, part time, casual, fixed term or maximum term.

3.2 Full time Employees

A full time Employee is an Employee engaged to work an average of 38 Ordinary Hours per week.

3.3 Part time Employees

- 3.3.1 A part time Employee is required to work regular Ordinary Hours per week that equate to less than an average of 38 hours per week.
- 3.3.2 At the time of engagement, QUU and the part time Employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the Employee will work and the actual start and finish times each day.
- 3.3.3 QUU may vary the hours of a part time Employee by mutual agreement or through organisational change. Any agreed variation to the hours of work will be recorded in writing.
- 3.3.4 QUU is required to roster a part time Employee for a minimum of four consecutive Ordinary Hours on any shift.
- 3.3.5 All time worked, in excess of the hours as agreed under clause 3.3.2 or varied under clause 3.3.3 will be either taken as time off in lieu (TOIL) or paid for at the overtime rates prescribed in clause 6.8 or 6.11 respectively. A part time Employee employed under the provisions of this clause must be paid at the same Hourly Rate as a full time Employee for performing duties at the same Classification Level.
- 3.3.6 The provisions in this Agreement apply to part time employees on a pro-rata basis according to the number of Ordinary Hours worked, unless a particular clause in this Agreement expressly provides otherwise.

3.4 Casual Employees

- 3.4.1 Casual Employees are Employees who do not have regular or systematic hours of work or an expectation of continuing work. A casual Employee is an Employee who is engaged and paid as such but will not include a part time or full time Employee.
- 3.4.2 Casual Employees will be paid, in addition to the ordinary hourly rate an additional loading of 25% of the ordinary hourly rate for the classification in which they are employed as compensation instead of paid leave.
- 3.4.3 Penalties (including public holiday penalties) and overtime for casual Employees will be calculated on the ordinary hourly rate for the classification in which they are employed exclusive of the casual loading.
- 3.4.4 A casual Employee shall be engaged for a minimum of four hours' work on each occasion they are engaged. Each engagement is stand alone.

- 3.4.5 The casual loading outlined in the subclause above is paid instead of You being provided with the following entitlements:
- i. annual leave and leave loading under clauses 7.1 and 7.2;
 - ii. paid personal/carer's Leave under clause 7.6; and
 - iii. other attributes of full-time or part-time employment.
- 3.4.6 If You are a casual Employee, You will not be covered by the following clauses outlined in this Agreement:
- i. first aid allowance;
 - ii. annual leave;
 - iii. personal/carer's leave (except for unpaid carer's leave clause 7.6.9);
 - iv. parental leave (except for clause 7.11.3);
 - v. redundancy entitlements; and
 - vi. notice of termination provisions.

3.5 Fixed Term Employees

A Fixed Term Employee is an Employee who is employed for a fixed period of time on either a full time or part time basis. Such Employees are entitled to be paid at the rates for the Classification Level applicable for the position as prescribed by this Agreement.

3.6 Maximum Term Contract

A Maximum Term Employee is an Employee who is employed for a maximum period of time on either a full time or part time basis. Such Employees are entitled to be paid at the rates for the Classification Level applicable for the position as prescribed by this Agreement.

3.7 Probationary Period

- 3.7.1 If you are a full time or part time Employee, Your employment will be subject to a six (6) month probationary period starting from Your commencement date with QUU.
- 3.7.2 During the probationary period, either party may terminate Your employment by providing the other party with one week's notice, payment in lieu of notice or a combination of notice and payment in lieu of notice.
- 3.7.3 A probationary period will not apply to Casual or Fixed Term Employees.

3.8 Notice of Termination of Employment

- 3.8.1 Except if You are dismissed for serious misconduct, termination of Your employment may occur by QUU or You providing the following written notice period:

Employee's period of continuous service with the employer at the end of the day the notice is given	Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years but not more than 10 years	4 weeks
More than 10 years	5 weeks

- 3.8.2 In addition to the notice in clause 3.8.1, if You are over the age of 45 years of age at the time of giving notice with not less than two (2) years' continuous service, QUU will give you an additional week's notice.
- 3.8.3 QUU may, in lieu of giving You part or all of the notice in clause 3.8.1 pay You an amount in lieu of the period of notice not given.
- 3.8.4 You and QUU may agree to a lesser period of notice.
- 3.8.5 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if Your employment had continued until the end of the required period of notice, QUU would have become liable to pay to You because of the employment continuing during that period.
- 3.8.6 That total will be calculated on the basis of:
- i. Your Ordinary Hours of work;
 - ii. the amounts ordinarily payable to You in respect of those hours, including (for example) allowances, loading and penalties; and
 - iii. any other amounts payable under Your contract of employment.

3.8.7 If You fail to give the notice required by clause 3.8.1, QUU has the right to withhold monies due to You to a maximum amount equal to the amount You would have received had You worked out the relevant notice period.

3.9 What happens in the event of redundancy?

3.9.1 In the event Your position is made redundant, you will receive a notice period of eight (8) weeks instead of the notice provisions in clause 3.8.1. For the sake of clarity, the maximum notice period payable in the event of a redundancy is eight (8) weeks' notice.

3.9.2 You are entitled to be paid redundancy pay by QUU if Your employment is terminated at QUU's initiative because QUU no longer requires the job done by You to be done by anyone, except where this is due to the ordinary and customary turnover of labour.

3.9.3 Whilst QUU is committed to job security for all Employees, there may be times that due to financial, funding or operational reasons and not due to the ordinary and customary turnover of labour that QUU may determine to make a particular position(s) redundant. QUU may redeploy Employees to suitable alternative positions at any QUU facility in the QUU Service region.

3.9.4 Where QUU identifies a suitable alternative position it will:

- (a) review the skills needed to perform the essential requirements of the position;
- (b) assess if the impacted Employee has the necessary skills and relevant experience or is reasonably able to be retrained to perform in the position;
- (c) where it is assessed that the Employee is reasonably able to be retrained, provide such reasonable training as is necessary;
- (d) consider the geographical location of the alternative position based on distance from the Employee's residence; and
- (e) offer redeployment.

3.9.5 QUU will look for suitable alternative employment within the company throughout the notice period, commencing from the date that You are notified that Your position is redundant.

3.9.6 When QUU has determined that a position is redundant, QUU will follow the consultation process outlined in clause 2.3 of the Agreement. You may not unreasonably refuse a suitable alternative position.

3.9.7 You will not be entitled to any notice where QUU finds You alternative employment, on terms and conditions substantially no less favourable than Your terms and conditions immediately prior to being notified that Your position is redundant.

3.9.8 If You accept alternative employment at a classification with a lower rate of pay, You will continue to receive as a minimum, Your ordinary salary immediately prior to redeployment for a period of six (6) months.

3.9.9 If You are transferred to lower paid duties by reason of redundancy, You will receive notice in accordance with clause 3.8.1, rather than clause 3.9.1 and QUU may, at its option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay for the number of weeks of notice still owing.

3.9.10 All entitlements to redundancy payments will be in accordance with the below table and the requisite notice period will also be afforded to You as per clause 3.9.1. QUU may, in lieu of giving You part or all of the notice in clause 3.9.1 pay You an amount in lieu of the period of notice not given.

3.9.11 If You have been given notice of termination in circumstances of redundancy, You may terminate Your employment during the period of notice and You will still be entitled to receive the benefits and payments You would have received under this clause had You remained in employment until the expiry of the notice period.

3.9.12 Where QUU has given You notice of termination in relation to redundancy, You are permitted to take up to one (1) day off without loss of pay for the purpose of seeking other employment. The time off is to be taken at a time that is convenient to You after consultation with Your Leader.

3.9.13 The amount of redundancy pay is set out below:

Redundancy Pay Entitlement	
Employee's period of continuous service with QUU on termination	Redundancy payment
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	12 weeks
At least 7 years but less than 8 years	14 weeks
At least 8 years but less than 9 years	16 weeks
At least 9 years but less than 10 years	18 weeks
At least 10 years but less than 11 years	20 weeks
At least 11 years but less than 12 years	22 weeks
At least 12 years but less than 13 years	24 weeks
At least 13 years but less than 14 years	26 weeks
At least 14 years but less than 15 years	28 weeks
At least 15 years but less than 16 years	30 weeks
At least 16 years but less than 17 years	32 weeks
At least 17 years but less than 18 years	34 weeks
At least 18 years but less than 19 years	36 weeks
At least 19 years but less than 20 years	38 weeks
At least 20 years but less than 21 years	40 weeks
At least 21 years but less than 22 years	42 weeks
At least 22 years but less than 23 years	44 weeks
At least 23 years but less than 24 years	46 weeks
At least 24 years but less than 25 years	48 weeks
At least 25 years but less than 26 years	50 weeks
More than 26 years or more	52 weeks

3.9.14 Any redundancy payment calculated in accordance with the above table will be subject to a maximum of 52 weeks. This maximum is in addition to any notice or payment in lieu of notice You may be entitled to under clause 3.9.1.

3.9.15 Clauses 3.7, 3.8, 3.9 and 3.10 do not apply to Casual Employees or Fixed Term Employees.

3.9.16 If You are a Maximum Term Employee and Your employment is terminated in the circumstances referred to in clause 3.8 then You may be entitled to receive statutory redundancy pay as specified in the National Employment Standards in the Act.

3.10 Voluntary Redundancy

QUU may accept an application from You for voluntary redundancy at its discretion. The redundancy entitlement will be in accordance with clause 3.9.13.

3.11 Support Options

If Your employment is terminated in accordance with clauses 3.8 or 3.9 above, support services will be made available by QUU and will include one or more of the following services: an outplacement consultant, vocational assistance and/or access to the Employee Assistance Provider (EAP).

3.12 Abandonment of Employment

3.12.1 If You are absent from work for a continuous period exceeding three (3) working days without the consent of QUU and without reasonable notification to QUU, and QUU has made all reasonable attempts to contact You (including all nominated contacts), this is evidence that You have abandoned your employment.

3.12.2 If, within a period of seven (7) days from Your last attendance at work, or from the date of Your last absence where notification was given or consent was granted, You have not established to the satisfaction of QUU that You were absent for reasonable cause, You are deemed to have abandoned Your employment.

- 3.12.3 If Your employment ends by reason that You have abandoned Your employment, the effective date of the termination will be:
- (a) the date You last performed work; or
 - (b) the last day on which You were absent from work where such absence was notified to QUU and approved by QUU, whichever is the latter.

PART 4 – WAGE AND SALARY MATTERS

4.1 Wage Rates and Pay Cycle

- 4.1.1 Your wage rates are set out in Schedule One, and incorporate wage increases. These increases will be paid from the first full pay period on or after the dates specified in Schedule One.
- 4.1.2 QUU will pay your salary into your nominated bank account. You will be paid on a weekly basis in arrears. QUU may change the frequency of Your pay to a fortnightly basis at its discretion over the life of this Agreement, however will provide a minimum of three (3) months' notice to impacted employees.
- 4.1.3 The relevant wage rate is subject to the applicable superannuation rate determined in accordance with clause 4.4 below.

4.2 What happens if I am overpaid?

- 4.2.1 Where an overpayment has been made through no fault of the Employee, the overpayment will be reimbursed to QUU within a reasonable time frame, which will take into account Your individual circumstances and will be agreed to in writing.
- 4.2.2 Where an overpayment has been made, sums payable to You on termination may be reconciled to take into account any sums that You owe to QUU.

4.3 Can I salary sacrifice?

- 4.3.1 By agreement with an eligible Employee, the current rate of pay specified in Schedule One of this Agreement, may be salary packaged, in accordance with QUU Policy, as amended by QUU from time to time and applicable legislation.
- 4.3.2 By entering into a salary sacrifice agreement, You agree to be responsible for any costs associated with this arrangement.

4.4 What are my Superannuation benefits?

- 4.4.1 Your superannuation benefits will depend on the type of Employee You are.
- 4.4.2 If You are an Employee who was transferred under the South-East Queensland Water (Distribution and Retail Restructuring) Act 2009 from either Brisbane City Council, Ipswich City Council, Scenic Rim Regional Council, Lockyer Valley Regional Council or Somerset Regional Council to QUU as at 1 July 2010 (Council Transferred Employee), or a non-Council Transferred Employee, Your superannuation contributions and wage rate are set out in Item A of the table at clause 4.4.8.
- 4.4.3 If You are a Council Transferred Employee who is eligible to contribute to a defined benefit fund in accordance with the trust deed of the Local Government Superannuation Scheme (LGIA Super), your superannuation contributions and wage rate are set out in Item B of the table at clause 4.4.8. Those Employees who remain on a defined benefit scheme as per the provisions of LGIA Super, will be required to continue to contribute the required six (6)% Employee contributions based on the conditions of LGIA Super.
- 4.4.4 If you are Council Transferred Employee Your superannuation contributions must be made to LGIA Super.
- 4.4.5 If You are not a Council Transferred Employee you may choose Your own compliant superannuation fund in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth) or any replacement act. If you do not choose a superannuation fund the superannuation default fund shall be LGIA super.
- 4.4.6 QUU will make superannuation contributions in accordance with clause 4.4.8 to Your relevant compliant superannuation fund.
- 4.4.7 In the event that the statutory minimum employer contribution changes over the life of the Agreement (currently 9.5%) and as QUU pays in excess of this minimum, QUU will not make any additional payment with respect to superannuation contributions and these will remain at 14%.

4.4.8 Applicable Superannuation Rates

Item	QUU superannuation contribution (subject to any increases required by law)	Your superannuation contribution
A For All Employees except Council Transferred Employees who are eligible to contribute to a defined benefit fund of LGIA Super only	14%	6%
B Council Transferred Employees who are eligible to contribute to a defined benefit fund of LGIA Super	14% as a minimum unless a greater amount is otherwise stipulated by LGIA Super based on actuarial advice in accordance with Local Government Superannuation Trust Deed	6%

4.5 When do I receive Higher Duties for acting in a higher role?

- 4.5.1 If you are directed or appointed to relieve in a higher level position that is classified in this Agreement, for more than four (4) hours, You will be paid at the entry point of the Classification Level of that role.
- 4.5.2 If you are directed or appointed to relieve in a higher level position for more than three (3) consecutive days that is not classified in this Agreement, You will be paid at a level in accordance with your skills and experience required for that role.
- 4.5.3 Higher duties will not be paid when the relieving Employee is absent on leave other than being absent on personal leave or a public holiday.

4.6 What happens if I am Seconded to another role?

If QUU offers You a secondment, the terms and conditions associated with the seconded role will apply for the duration of the secondment.

PART 5 – WHAT ALLOWANCES AND REIMBURSEMENTS WILL I RECEIVE?

5.1 When does a Meal Allowance apply?

- 5.1.1 A meal allowance in relation to overtime will be paid to You when:
- (a) QUU requires You to work more than two hours of unplanned overtime, exclusive of unpaid meal breaks, You will be paid a meal allowance of \$17.73; or
 - (b) QUU requires You to continue working, for a further four hours of continuous overtime work, You will be paid an additional meal allowance of \$11.25.
- 5.1.2 A meal allowance is not payable where a suitable meal is provided by QUU.
- 5.1.3 A meal allowance is not payable where You have been notified prior to the commencement of Your shift of the requirement to work overtime, or if You are on call and are called out.

5.2 Who receives First Aid Allowance?

If You hold an appropriate First Aid qualification and are appointed by QUU as a First Aid Officer You will be paid an additional weekly allowance of \$14.00. This clause will not apply where the requirement to hold a first aid certificate is a requirement of Your role.

5.3 Adverse Conditions Allowance

- 5.3.1 All Employees covered by this Agreement will receive a \$5,000 annual allowance (paid in weekly instalments) to compensate You for any work that is performed in adverse conditions.
- 5.3.2 This allowance will be paid during periods of paid leave (for example, long service leave, annual leave or sick leave) and attracts superannuation.
- 5.3.3 No additional payments can be claimed for being exposed to adverse conditions whilst performing overtime or call outs.

The adverse conditions allowance referred to in clause 5.3 replaces the following historical allowances:

Live sewer	Adverse conditions (all purpose payment)	Working in the rain	Confined space	Site allowance	Main sewer
Construction allowance	Dirt allowance	Towing allowance	Tool allowance	Internal cleaning of tanks allowance	Licensed trade allowance

5.4 Can I use my car for work?

- 5.4.1 On occasion, QUU may require You to start and finish at another location which is different from Your usual work location. This includes, but is not limited to QUU corporate offices, treatment plants, QUU depots including work sites, QUU event, or training locations.
- 5.4.2 If this happens, and there is mutual agreement, You may use your car for work purposes, QUU will pay You in accordance with the relevant rate as specified by the Australian Taxation Office per kilometre You travel that are in excess of the kilometres You would normally travel to your usual work location.
- 5.4.3 QUU may require You to record full details of all such official travel requirements in a log book.
- 5.4.4 QUU will not pay You in accordance with clause 5.4.2 if:
- (i) QUU has not authorised for You to use Your own car;
 - (ii) QUU has provided You with the use of a QUU vehicle (including the use of a pool car or fleet vehicle);
 - (iii) QUU supplies You with a reasonable means of transport to travel to and from the alternate location in clause 5.4.1; or.
 - (iv) Your vehicle is under a novated lease.

5.5 Compensation for travel time

- 5.5.1 If You are required to commence or finish work at a location that is alternate to Your usual work location, any commuting time that is in excess of Your regular commuting time will be paid counted as time worked (and will therefore be subject to any applicable overtime penalties).
- 5.5.2 Clause 5.5 will not apply to Employees whose work commences at the time they leave home in their QUU vehicle or if You are performing a call out or emergency call out outside of your normal working hours, as You will already be paid from the time You leave home. Clause 5.5 also does not apply to Water Industry Workers as this has already been factored into their base salary.
- 5.5.3 Clause 5.5 does not apply to employees employed in the category of Water Industry Worker or Water Industry Worker Licenced as compensation for reasonable travel time is already included in the base rate.

5.6 On Call Allowance

- 5.6.1 QUU may require You as part of Your role to be rostered on call to do some work outside Your Ordinary Hours. If You are rostered to be on call You must be able to be contacted and immediately respond to a request to attend work.
- 5.6.2 An Employee shall not be required to be on call for more than seven consecutive days.
- 5.6.3 If You are on call, You will be paid the following per day:

When You are Rostered On Call	Allowance per Day
Monday to Friday (less than 12 hours)	\$31.00
Monday to Friday (12 hours or greater)	\$40.00
Saturday (less than 12 hours)	\$44.00
Saturday (12 hours or greater)	\$53.00
Sunday (less than 12 hours)	\$51.00
Sunday (12 hours or greater)	\$60.00
Public Holiday (any duration)	100.00

5.6.4 For the sake of clarity, if You are rostered on call and this overlaps two days, You will be paid the rate for the day on which the majority of time occurs.

5.7 Call Out

5.7.1 You will be deemed to be called out if You are in receipt of the On Call Allowance in clause 5.6.3 and You are called out to perform work after leaving QUU's premises or worksite, without receiving prior notice of the requirement to work overtime before ceasing work.

5.7.2 You will not be deemed to be called out where You work overtime which is continuous with Your Ordinary Hours.

5.7.3 If you are rostered on call in accordance with clause 5.6 and are called out to work, You will be paid at overtime rates in accordance with clause 6.8.

5.7.4 If You are called out to perform work that requires attendance at QUU premises or an external site, You will receive payment for time worked, with a minimum payment of three (3) hours. If You are called out again to perform duties within that three (3) hour period no further minimum payment will apply.

5.7.5 For the avoidance of doubt, the payment commences from the time You leave your normal place of residence to depart for work and concludes when You return back to Your normal place of residence.

5.7.6 If You are called out two (2) hours or less prior to the commencement of Your Ordinary Hours, this will be deemed as overtime that is continuous with your Ordinary Hours, rather than treated as a call out.

5.8 Emergency Call Out

5.8.1 If you are requested to perform a call out and You agree to do so, and you are not in receipt of the on call allowance in clause 5.6.3, You will receive payment for time worked, with a minimum payment of four (4) hours at the relevant overtime rate in clause 6.8.

5.8.2 If You are required to again perform duties within that four (4) hour period and those duties do not extend beyond the conclusion of that four (4) hour period, no further minimum payment will apply. If the call out does extend beyond the four (4) hour minimum payment, any additional time outside of the four (4) hour minimum will be paid in accordance with the overtime provisions in clause 6.8. For the avoidance of doubt, the payment commences from the time You leave your normal place of residence to depart for work until the time you return to your normal place of residence.

5.8.3 Emergency call out requires the employee to respond immediately and this clause does not apply to planned overtime.

5.9 Remote Response Allowance

5.9.1 If You are rostered on call in accordance with clause 5.6 and QUU requires You to perform duties without the need to leave Your place of residence and/or without the need to return to QUU premises, You will receive payment at the prescribed overtime rate in clause 6.8 for the time worked with a minimum payment of one (1) hour, for each time You perform such duties. If You are required to again perform duties within that period, no further minimum payment will apply.

5.9.2 An Employee who is in receipt of an On Call Allowance for remote response must hold themselves available to immediately:

- (a) respond to phone calls or messages;
- (b) provide advice ('phone fixes');
- (c) arrange call out/rosters of other Employees; and
- (d) remotely monitor and/or address issues by remote telephone and/or computer access.

5.9.3 If You are performing remote response, QUU requires You to maintain and provide to QUU a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response.

5.10 Emergency Remote Response when not on call

If You provide assistance via emergency remote response when You are not on call, and this is approved by Your Leader, You will receive the applicable overtime rate in clause 6.8 for all time remotely responding on any day and this will be rounded up to the nearest 15 minutes. No minimum period of time will apply except for the initial 15 minutes.

5.11 Reimbursement of licence (WIW licenced)

- 5.11.1 Employees who are employed in the category of WIW licenced in accordance with Schedule One will have their licence renewals paid by QUU.

PART 6 - HOURS OF WORK AND RELATED MATTERS

6.1 What are my hours of work?

For the purpose of the NES, Ordinary Hours of work under this Agreement are 38 hours per week averaged over a period of 28 days in accordance with clauses 3.2 and 3.3.

6.2 What is the span of hours?

- 6.2.1 The ordinary span of hours for all Employees other than Shift Workers is between 0600 to 1800 Monday to Friday.
- 6.2.2 You may work up to a maximum of ten (10) ordinary hours on any day (excluding unpaid meal breaks) or, by written agreement between You and QUU, up to a maximum of 12 Ordinary Hours on any day.

6.3 What breaks do I receive if I am a Day Worker?

- 6.3.1 If You are a Day Worker, You will not be required to work more than five (5) hours without an unpaid meal break of not less than 30 minutes. In the case of unforeseen circumstances, the meal break may be delayed and will be taken as soon as practicable, subject to the observance of appropriate health and safety standards.
- 6.3.2 You will receive a paid morning and afternoon break of 10 minutes each if You are a Day Worker. These breaks may be combined to one 20 minute break if operationally viable.

6.4 What happens if I am a Shift Worker?

- 6.4.1 A Shift Worker for the purpose of Part 6, is an Employee whose Ordinary Hours of work are worked outside the span of hours in clause 6.2.1. If You are a Shift Worker, Your roster cycle will provide for an average of 38 Ordinary Hours, over a period not exceeding ten (10) weeks.
- 6.4.2 A shift shall consist of not more than 12 hours inclusive of crib time.
- 6.4.3 A roster for fulltime and parttime Employees showing normal start and finish times of each Employee will be prepared by QUU and will be posted in a conspicuous place accessible or made available electronically to the Employees concerned.
- 6.4.4 The following conditions apply to the preparation of rosters for Shift Workers:
- (a) the roster must specify shift start and finish times and where time rostered is overtime;
 - (b) subject to clause 6.2.2, shifts must not exceed ten (10) hours in length (including crib time which will be counted as time worked) and You must not be rostered to work more than eight (8) shifts in any nine (9) day period;
 - (c) except at the regular changeover of shifts, You must not be rostered to work more than one (1) shift in each 24 hours;
 - (d) You must have a minimum break of ten (10) hours between shifts;
 - (e) QUU may implement twelve (12) hour shifts (subject to the provisions of clause 6.2.2) as part of a two (2) shift, twenty-four (24) hour continuous roster but You must not be rostered for more than five (5), twelve (12) hour shifts in any nine (9) day period;
 - (f) Subject to clauses 6.4.4 (g) and (h), QUU must not change the structure of a roster or implement a new roster unless all affected Employees are given at least four (4) weeks' notice of the change or the new roster or all affected Employees agree to a lesser period, except in the Capital division where due to the project nature of the work, Employees will be given at least seven (7) days' notice of the change or new roster or all affected Employees agree to a lesser notice period;
 - (g) Where practicable, four (4) weeks' notice of rostered days off should be given provided that the days off may be changed by agreement or through sickness or other cause over which QUU has no control;
 - (h) QUU may require You to work a different shift or shift roster upon giving forty-eight (48) hours' notice or such shorter period as is agreed or as operational circumstances reasonably require; or
 - (i) Subject to the approval of QUU, Employees may, by agreement, exchange shifts and days off, and will be paid in accordance with the actual time worked.

- (j) In the event that You work on Your rostered day off (RDO), You will receive overtime in accordance with clause 6.8 and will not be entitled to a substitute RDO.

6.5 Breaks—Shift Workers

- 6.5.1 If You are a Shift Worker and You work a shift of less than ten (10) hours, You will be entitled to a crib break of 20 minutes which will count as time worked (i.e. paid).
- (a) If You are a Shift Worker and You work a shift of ten (10) hours or longer, You will be entitled to crib breaks totalling 30 minutes which will count as time worked.
- (b) Your breaks will be scheduled by QUU based upon operational requirements to ensure continuity of operations. QUU will not require You to work more than five (5) hours before the first crib break is taken or between subsequent crib breaks, if any.
- (c) If at the direction of QUU You are required to work during the normal crib break, then until a crib break is allowed, You will be paid at Time and a half.

6.6 What penalty rates will I be paid as a Shift Worker?

An Employee who is a Shift Worker in accordance with clause 6.4.1, and who works according to a pre-determined roster or working pattern which provides coverage for more than one shift per day and beyond the span of Ordinary Hours prescribed in clause 6.4.1 will be paid the following loadings:

Shift	Definition	Loading
Afternoon	Means any shift (other than a twelve (12) hour shift) worked Monday to Friday finishing after 1800 and at or before midnight.	Additional 17.5% penalty paid for the entire shift.
Night	Means Ordinary Hours worked Monday to Friday finishing after midnight and at or before 0800 the following day.	Additional 30% penalty paid for the entire shift.
Saturday	All Ordinary Hours worked between midnight Friday and midnight Saturday.	Additional 50% (i.e. Time and a half) penalty paid for the first two (2) hours within this period and 100% (i.e. Double time) penalty for time after this within this period.
Sunday	All Ordinary Hours worked between midnight Saturday and midnight Sunday.	Additional 100% (i.e. Double time) penalty paid on hours worked within this period.
Public Holiday	All Ordinary Hours worked between 0000 and 2359 on a public holiday.	Additional 150% penalty paid on hours worked within this period.

6.7 What is classed as overtime and am I required to work overtime?

- 6.7.1 QUU may require You to work reasonable overtime as per the rates prescribed in clause 6.8 and You shall work overtime in accordance with such requirement, subject to Your right to refuse to work overtime where such refusal is reasonable. Whether a requirement to work overtime is reasonable and whether a refusal to work overtime is reasonable will be determined having regard to s62 of the Act.
- 6.7.2 Unless otherwise provided, overtime means all work performed at the direction of QUU:
- (a) by Day Workers outside of the daily span of hours specified in clause 6.2.1 or in excess of the maximum Ordinary Hours on any day as provided for in clause 6.2.2;
- (b) by Shift Workers in excess of the hours for any day or shift in a roster prepared in accordance with clause 6.4; or
- (c) in excess of an Employee's Ordinary Hours calculated by reference to the period over which the Employee's Ordinary Hours are averaged to the extent that such extra work does not already attract overtime pursuant to clause 6.7.2 (a) or (b).

6.8 Payment for overtime

- 6.8.1 Except as otherwise provided, overtime worked from Monday to Friday will be paid at the rate of Time and a half for the first two (2) hours and Double time thereafter.
- 6.8.2 Overtime worked on a Saturday will be paid at Time and a half for the first two (2) hours and double time thereafter.
- 6.8.3 Overtime worked on a Sunday will be paid at the rate of Double time.
- 6.8.4 The payment for overtime rates provided in this clause is calculated on the Employee's base rate of pay as set out in Schedule One.
- 6.8.5 Overtime on a public holiday will be paid at Double time and a half. For the sake of clarity the total payment an Employee will receive per hour will be Double time and half.
- 6.8.6 In computing overtime, each day's work stands alone.
- 6.8.7 You may take a paid rest break of 20 minutes after each four (4) hours of overtime worked, if You are required to continue to work after the rest break.

6.9 Fatigue Management

- 6.9.1 Ordinary Hours will be arranged so that an Employee has at least ten (10) consecutive hours off duty between the work on successive days or shifts. For the sake of clarity off duty does not include being on call (i.e. in receipt of the on call allowance as per clause 5.6).
- 6.9.2 An Employee, other than a casual Employee, who works overtime, or is called out in accordance with clause 5.7, between the termination of their Ordinary Hours on one day and the commencement of their Ordinary Hours on the next day that the Employee has not had at least ten (10) consecutive hours off duty between those times must, subject to the other provisions of this clause, be released until the Employee has had ten (10) consecutive hours off duty without loss of pay of Ordinary Hours occurring during such absence.
- 6.9.3 If, there is an immediate operational requirement to continue working and if on the instructions of QUU an Employee resumes or continues work without having had the ten (10) consecutive hours off, the Employee must be paid at the rate of Double time until the Employee is released from duty for such period. The Employee is then entitled to be absent until the Employee has had ten (10) consecutive hours off duty without loss of pay for Ordinary Hours occurring during the absence.
- 6.9.4 The fatigue management provisions referred to in this clause do not apply to Employees who perform remote response. However, any fatigue resulting from performing remote response should be discussed with your Leader, and if you are affected by fatigue and are unable to perform your job safely until you have had a paid fatigue break, it will not be unreasonably refused.

6.10 Flexible Working Arrangements

If you have been employed by QUU for at least twelve (12) months, You can request a flexible working arrangement to assist You if You:

- i. are the parent, or have responsibility for the care, of a child who is school aged or younger;
- ii. are a carer (under the *Carer Recognition Act 2010*);
- iii. have a disability and are qualified for a disability support pension under the *Social Security Act 1991*);
- iv. are 55 or older;
- v. are experiencing family or domestic violence; or
- vi. provide care or support to a member of their household or immediate family who requires care and support because of family or domestic violence.

6.11 TOIL

- 6.11.1 Time off in lieu (TOIL) is available and designed to:
 - a) allow You to attend to personal or family needs as well as increasing options for leisure time;
 - b) provide recognition and reward for extra hours worked at busy times;
 - c) enable staffing levels to be adjusted to cover busy periods and wider spans of working hours; and
 - d) benefit You and QUU.
- 6.11.2 TOIL is available to You, subject to approval from Your Leader, where the individual work area requires variable hours due to business needs. Such approval shall not be unreasonably withheld.
- 6.11.3 Any time worked in excess of Your Ordinary Hours is to be recorded as TOIL or overtime in accordance with clause 6.7.

- 6.11.4 Where practicable, TOIL should be taken prior to, or in connection with annual leave or long service leave.
- 6.11.5 You cannot exceed three (3) days accrual of TOIL. For the sake of clarity, Your accrual limit will be based on (38) hours or pro rata if You are a part time Employee. Once You reach Your maximum accrual, any approved time worked in excess of Your Ordinary Hours is to be recorded as overtime.
- 6.11.6 The taking of TOIL is to be agreed between You and Your Leader so as to ensure that business operations are not impacted.

PART 7 – LEAVE AND PUBLIC HOLIDAYS

7.1 How much Annual Leave do I receive?

- 7.1.1 Annual leave is paid time away from work provided by QUU to all Employees other than casuals. For each year of service with QUU, You are entitled to:
 - (a) Four (4) weeks (152 hours) of paid annual leave if You are a full time Employee; or
 - (b) Five (5) weeks (190 Hours) of paid annual leave if you are a Shift Worker as defined by clause 1.6 (t).
 - (c) Pro rata for part time Employees commensurate with the hours worked.
- 7.1.2 Annual leave accrues gradually during the year and any unused annual leave will accumulate from year to year and is paid out on cessation of employment with QUU.
- 7.1.3 You will be able to take annual leave once you have accrued it and at a time mutually agreeable between QUU and in consideration of Your work group's operational requirements. QUU will not unreasonably refuse your request to take annual leave.
- 7.1.4 Subject to operational requirements, You may be able to access Your annual leave at half pay. For the sake of clarity if You take annual leave at half pay, Your accruals will be at half pay.
- 7.1.5 If, while on annual leave, You are certified by a duly qualified medical practitioner as being incapacitated to an extent that You would be unfit to perform normal duties and You notify QUU as soon as practical, Your annual leave will be re-credited for this period and You will be paid personal leave for that period if available.
- 7.1.6 Public holidays occurring during a period of approved annual leave are not counted as part of the annual leave taken by You.

7.2 What Annual Leave Loading will I receive?

- 7.2.1 If You are a full time or part time Employee, You will be paid an annual leave loading of 17.5% calculated on Your base rate of pay as prescribed in Schedule One.
- 7.2.2 If You are a Shift Worker (as defined by clause 1.6 (t)), and You would have worked shift work had You not been on annual leave, You will be paid an annual leave loading of 17.5% on Your base rate of pay as prescribed in Schedule One, or the shift loading including relevant weekend shift rates, whichever is the greater, but not both.
- 7.2.3 If You are a shift worker and You do not meet the definition of 1.6(t), and You would have worked shift work had You not been on annual leave, you will be paid an annual leave loading of 17.5% on Your base rate of pay as prescribed in Schedule One, or the shift loading including relevant weekend shift rates, whichever is the greater, but not both.
- 7.2.4 QUU will pay Your annual leave loading when You take annual leave.
- 7.2.5 Annual leave loading will be paid on accrued annual leave upon termination.

7.3 Can I be directed to take Annual Leave?

- 7.3.1 QUU may direct You to take annual leave with four (4) weeks' notice as part of a close down or shut down. A Christmas/New Year close down may be directed for areas that are not required over the Christmas/New Year period. If a decision is made to implement a Christmas/New Year close down in your area, You may be directed to take leave during that period, up to a maximum of two (2) weeks.
- 7.3.2 QUU may also direct You to take annual leave if You have accrued more than eight (8) weeks annual leave.
- 7.3.3 In the event that QUU directs You to take leave in accordance with clause 7.3.2, You maintain the right to maintain a maximum annual leave balance of eight (8) weeks (304 hours) and pro rata for part time Employees.

7.4 Can I purchase additional Leave?

- 7.4.1 If you are a permanent full time or part time Employee who has not accrued more than eight (8) weeks of annual leave, you can apply to purchase annual leave, subject to leave approval.
- 7.4.2 If your application is approved, you may purchase up to:

- (a) Four (4) additional weeks of annual leave per year; or
- (b) Five (5) additional weeks of annual leave per year, if you are a Shift Worker as defined in 1.6 (t).

- 7.4.3 You must advise QUU of the amount you wish to have deducted from your pay. This will be set aside as payment during the period of additional leave.
- 7.4.4 Purchased leave must be taken in one block and be utilised within the 12 month period from the initial date of purchase. Purchased leave cannot be taken as halfpay. Annual leave loading is not payable on purchased leave.
- 7.4.5 Employees will not be able to cash out purchased annual leave. If you are unable to take purchased annual leave within a twelve (12) month period from date of purchase, QUU will refund the deducted amount. If your employment terminates before You are able to take your purchased leave, this amount will be paid in Your termination pay.

7.5 Can I cash out my Annual Leave?

- 7.5.1 You can apply to cash out annual leave by entering into a written agreement with QUU.
- 7.5.2 Each time You apply to cash out annual leave You must complete a separate written agreement.
- 7.5.3 This agreement must include:
 - (i) the amount of leave to be cashed out, the payment to be made to the Employee for it and the date on which the payment is to be made;
 - (ii) the agreement must be signed by You and QUU;
 - (iii) the payment must not be less than the amount that would have been payable to You had You taken the leave at the time the payment is made (i.e. inclusive of leave loading); and
 - (iv) the agreement must not result in Your remaining annual leave balance being less than four (4) weeks.
- 7.5.4 The maximum amount of accrued annual leave that may be cashed out in any period of twelve (12) months is two (2) weeks.
- 7.5.5 In order for Your application to be approved, You must demonstrate that You have taken at least one (1) week's annual leave in the previous twelve (12) month period, immediately preceding the date of Your application.

7.6 When can I take Personal/Carer's Leave?

- 7.6.1 Paid personal/carer's leave is time away from work provided by QUU to all Employees other than casuals. For each year of service with QUU, a full time Employee is entitled to fifteen (15) days (114 hours) of personal leave which will progressively accrue year on year and will not be paid out on cessation of employment with QUU. Part time employees will receive a pro-rata amount.
- 7.6.2 Personal leave continues to accrue when an Employee is on paid leave such as paid annual leave or long service leave. It doesn't accumulate on periods of unpaid leave or if You are receiving an Income Protection Benefit.
- 7.6.3 Personal leave can be taken for part of a day.
- 7.6.4 You can take personal/carer's leave when You are:
 - (i) not fit for work because of a personal illness or injury;
 - (ii) providing care or support to a member of Your immediate family, or a member of Your household, who requires care or support because of a personal illness or injury; or
 - (iii) handling an unexpected emergency affecting a member of Your immediate family or Your household.
- 7.6.5 In an emergency, or when You cannot attend a medical appointment outside normal working hours, You may access up to four (4) hours of Your paid personal leave to attend such an appointment, for which You will be required to produce a medical certificate. This time away from work will be granted via mutual agreement.
- 7.6.6 You will be paid Your base rate of pay for the Ordinary Hours You would have worked in that period. Your base rate of pay does not include penalty rates, allowances, loadings or overtime.
- 7.6.7 You need to notify Your Leader as soon as practicable advising that You will be taking personal/carer's leave and the expected period You will be absent. As soon as reasonably practicable, You must contact Your Leader by telephone to advise of Your absence. A text message or email alone is not considered to be a sufficient means of communicating Your absence.
- 7.6.8 Should your personal/carer's leave period last more than two (2) days, or should QUU require it, You will need to provide a medical certificate from a duly qualified medical practitioner.
- 7.6.9 You are entitled to two (2) days of unpaid carer's leave on each occasion a member of Your immediate family, or member of Your household, requires care or support. You can only take unpaid carer's leave when Your personal leave balance has been exhausted.

7.7 What are my Long Service Leave entitlements?

- 7.7.1 Long service leave is paid time off work provided by QUU to all Employees in recognition of Your continuous service.
- 7.7.2 Full time QUU Employees are entitled to:
 - (i) 9.1 weeks (345.8 hours) of long service leave after seven (7) years of continuous service; and
 - (ii) 1.3 weeks (49.4 hours) for each completed year of service thereafter.
- 7.7.3 Part time and casual Employees with seven (7) years of continuous service are entitled to an proportionate amount of long service leave (based upon the full time equivalent of 1.3 weeks for each completed year of service).
- 7.7.4 For part time and casual Employees, long service leave is accrued on a pro-rata basis calculated on the Ordinary Hours actually worked.
- 7.7.5 You can take long service leave after you have completed seven (7) years of continuous service at QUU. Continuous service is the length of time you've worked for QUU, excluding any unapproved or unpaid leave.
- 7.7.6 Long service leave can be taken in a minimum of a one week period, however, lesser periods (i.e. a minimum of one day) may be negotiated between You and QUU in special circumstances.
- 7.7.7 If operationally viable, QUU may approve for You to take Your long service leave at half pay (if leave is being taken at half pay, a minimum period of two weeks will apply). Should this be the case, your long service leave accrual will also accrue at half the rate during this period.
- 7.7.8 Long service leave will be paid at your rate immediately before the leave is taken, subject to the exception in clause 4.5.3.
- 7.7.9 Long service leave does not accrue whilst on any periods of unpaid leave or if You are receiving an Income Protection Benefit.
- 7.7.10 Long service leave is only paid out on termination if You have seven (7) years or more of continuous service.
- 7.7.11 If, while on long service leave, You are certified by a duly qualified medical practitioner as being incapacitated to an extent that You would be unfit to perform normal duties and You notify QUU as soon as practical, Your long service leave will be re-credited for this period and You will be paid personal leave for that period if available.

7.8 Can I be directed to take my Long Service Leave?

- 7.8.1 If you have not taken long service leave after seven (7) years of continuous service, QUU may initiate a discussion with You and will discuss you being able to take your long service leave at a time mutually agreeable between You and QUU and in consideration of your work group's operational requirements.
- 7.8.2 If an agreement cannot be reached as to when you can take long service leave, QUU will provide you with three (3) months' written notice on the date on which you must take at least four (4) weeks long service leave. QUU may only direct You to take leave in accordance with this clause once in a twelve (12) month period.

7.9 Compassionate Leave

- 7.9.1 If You are a permanent full time or part time Employee You are entitled to two (2) days of paid compassionate leave for each occasion when a member of Your immediate family or household:
 - (i) contracts or develops a personal illness that poses a serious threat to their life; or
 - (ii) sustains a personal injury that poses a serious threat to their life.
- 7.9.2 You need to notify Your Leader as soon as practicable. As soon as reasonably practicable, You must contact your Leader by telephone to advise of your absence. A text message or email is not considered to be a sufficient means of communicating your absence. You also need to advise Your Leader of the period or expected period of Your absence.
- 7.9.3 Compassionate leave may be taken in one continuous period or separate periods.
- 7.9.4 Casual Employees may access two (2) days of unpaid compassionate leave.
- 7.9.5 Compassionate leave is paid at Your base rate of pay for the Ordinary Hours You would have worked in that period. This doesn't include separate entitlements such as loadings, monetary allowances, overtime or penalty rates.
- 7.9.6 You may be required to provide evidence to support Your request. This may include a medical certificate or a letter from a medical practitioner or some other document that would satisfy a reasonable person You require compassionate leave. A statutory declaration is not considered to be a suitable document in this instance.

7.10 Bereavement Leave

- 7.10.1 If You are a permanent full time or part time Employee You are entitled to three (3) days of paid bereavement leave for each occasion when a member of Your immediate family or household dies.
- 7.10.2 You need to notify Your Leader as soon as practicable. As soon as reasonably practicable You must contact Your Leader by telephone to advise of your absence. A text message or email is not considered to be a sufficient means of communicating Your absence. You also need to advise Your Leader of the period or expected period of Your absence.
- 7.10.3 You may be required to provide evidence to support Your request. This may include a medical certificate, funeral notice, letter from a medical practitioner or funeral home or some other document that would satisfy a reasonable person that You require bereavement leave. A statutory declaration is not considered to be a suitable document in this instance.

7.11 Who is eligible for Parental Leave?

- 7.11.1 Parental leave allows Employees to take time away from work for the birth or, adoption of their child/children. Permanent full time and part time Employees who have completed at least twelve (12) months' continuous service with QUU, immediately before the child's date of birth, date of placement or custody, are 'Eligible Employees' and are entitled to unpaid and paid parental leave or paid partner leave in addition to their entitlement to unpaid parental leave.
- 7.11.2 If eligible, You may take parental leave associated with the birth of Your child (or Your partner's child), the placement of a child with You for adoption or to take custody of a child through a lawful surrogacy, if You are (or will be) the primary carer for that child.
- 7.11.3 Casual Employees are not entitled to paid parental leave. However, casual Employees who have been employed on a regular and systematic basis for a sequence of periods of employment during a period of at least twelve (12) months are entitled to unpaid parental leave.
- 7.11.4 In this Agreement, 'your partner' means your spouse or de facto partner, or your former spouse or de facto partner who you are a secondary parent with. Your de facto partner means another person (whether of the same or different sex as you) with whom you live in a relationship as a couple on a genuine domestic basis.
- 7.11.5 Employees who are returning from parental leave may have the right to request a Flexible Work Arrangement in accordance with clause 6.10.
- 7.11.6 Eligible Employees are entitled to the parental leave arrangements summarised in the below table:

Type of Leave	Entitlement	QUU Paid entitlement options
Parental Leave (unpaid) (Full time, part time and casual)	12 months unpaid leave with the option for a further 12 months unpaid leave	Nil
Maternity Leave (Full time and part time)	14 weeks paid maternity leave	Full pay – 14 weekly payments Half pay – 28 weekly payments
Adoption/Surrogacy Leave (Full time and part time)	14 weeks paid adoption/ surrogacy leave	Full pay – 14 weekly payments Half pay – 28 weekly payments
Partner Leave (Full time and part time)	4 weeks paid leave Up to 52 weeks' unpaid parental leave (Up to 8 weeks concurrently)	Full pay – 4 weekly payments

7.12 Can I take unpaid Parental Leave?

- 7.12.1 Eligible Employees are entitled to take up to twelve (12) months' unpaid parental leave, with the right to request an additional twelve (12) months of unpaid parental leave if the leave is associated with:
- (i) the birth of a child of the Employee or the Employee's spouse or de-facto partner; or
 - (ii) the placement of a child with the Employee for adoption; or
 - (iii) You have or will have responsibility for the care of the child.
- 7.12.2 You may take unpaid parental leave at the same time as Your partner (concurrent leave) for a maximum of eight (8) weeks (whether consecutive or cumulative) at any time within the first twelve (12) months after the birth, the placement or custody of your child, as long as the concurrent leave is taken in blocks of at least two (2) weeks.
- 7.12.3 If You are pregnant, You may take unpaid parental leave starting six (6) weeks before the expected date of birth.

- 7.12.4 If You are pregnant and there is a risk to You working or You are incapable of work due to a pregnancy related illness, we may direct You to start unpaid parental leave up to six (6) weeks before the expected date of birth. The leave taken before the birth will not reduce Your entitlement to twelve (12) months' parental leave after the birth.
- 7.12.5 Unless directed by QUU in circumstances referred to in the clause above, unpaid parental leave will start on the day that You left the workplace for the birth or placement and must be taken in a single continuous period.

7.13 Can I access paid Maternity Leave?

- 7.13.1 Paid maternity leave is paid leave associated with the birth of a child. Eligible Employees are entitled to fourteen (14) weeks paid maternity leave where You are absent because You gave birth to a child and You are the primary care giver.
- 7.13.2 Paid maternity leave is paid at the Employee's base rate of pay exclusive of loadings, allowances or penalty rates. Paid maternity leave can be taken at fourteen (14) weeks' full pay or twenty-eight (28) weeks' half pay.
- 7.13.3 If the baby is stillborn or the baby dies during the period of maternity leave, the birth mother is eligible for the full period of paid maternity leave.

7.14 Can I access paid Adoption/Surrogacy Leave?

- 7.14.1 Paid adoption/surrogacy leave is paid leave for the principal care giver, to be taken in one block, at the time of placement of the child or on obtaining custody of a lawful surrogacy arrangement child. Eligible Employees are entitled to fourteen (14) weeks' paid adoption/surrogacy leave where they are absent because of the placement or obtaining custody of a child.
- 7.14.2 Paid adoption/surrogacy leave is paid at the Employee's base rate of pay exclusive of loadings, allowances or penalty rates. Paid adoption/surrogacy leave can be taken at fourteen (14) weeks' full pay or twenty-eight (28) weeks half pay. Paid adoption/surrogacy leave is taken as part of, and not in addition to the unpaid statutory parental leave entitlements.
- 7.14.3 In the case of adoption-related leave, the child being adopted must be aged under sixteen (16) years on the day of placement and must not have lived continuously with You for six (6) months or more prior to the date of placement.
- 7.14.4 Prior to the placement or taking custody of a child, You are also entitled to two (2) days of unpaid leave to attend interviews relating to the adoption or matters relating to lawful surrogacy arrangements.

7.15 Can I access Paid Partner Leave?

- 7.15.1 Eligible Employees are entitled to a maximum period of four (4) weeks paid leave to be taken in one single block within the first twelve (12) months of the child's birth or placement. Paid partner leave is available for an eligible Employee who supports the primary care giver and who has a key parental role.
- 7.15.2 Paid partner leave is paid at the Employee's base rate of pay exclusive of loadings, allowances or penalty rates.

7.16 Can I work whilst I'm on unpaid Parental Leave?

- 7.16.1 We may arrange with you up to ten (10) days' paid work or 'keeping in touch' days during Your unpaid parental leave. These days enable You to keep in touch with work and to assist You in Your return to work after your leave. If You are interested in taking up this arrangement, please speak to Your Leader. While we recognise the value of 'keeping in touch days', we may not be able to meet Your request in all cases.
- 7.16.2 Any work on a 'keeping in touch day' will not affect your entitlement to unpaid parental leave. You cannot request to work a 'keeping in touch day' within the first two (2) weeks of birth, placement or taking custody.
- 7.16.3 You must not take up any other paid employment during paid or unpaid parental leave unless we approve You doing so.

7.17 Community Service Leave

- 7.17.1 This clause provides for leave to volunteer to support Your community in times of emergency and natural disaster. One way You can do this is through volunteering as a member of a recognised emergency management body (e.g., the SES or Rural Fire Service) to help deal with emergencies and natural disasters.

- 7.17.2 You can take unpaid community service leave where You volunteer with a recognised emergency management body and are required to help deal with an emergency or natural disaster – this leave includes any reasonable travel time associated with the activity and reasonable rest time after the activity.
- 7.17.3 Before You take community service leave, You should discuss it with Your manager and provide QUU with as much notice as possible and the expected duration of Your absence. Of course, in some instances You may not be able to provide us with notice in advance. We may request that You provide proof that You have been or will be absent for community service activities.

Defence Reservist Leave	<p>QUU acknowledges the commitment of Employees who volunteer and participate in Defence Reservist activities. We support Employees who participate in the Defence Force Reserves, acknowledging that Reserves training enhances job performance as well as contributing to national security.</p> <p>Full time and part time Employees are entitled to fifteen (15) days (pro rata for part time Employees) paid Defence Reserve Leave to participate in training, active service or peace-keeping roles. Where the Australian Defence Force requests Your attendance at training or for deployment on an operation or exercise You may be granted additional Defence Reservist Leave at the discretion of Your Leader.</p> <p>Defence Reservist Leave is paid at Your base rate of pay for the Ordinary Hours you would have worked in that period. This doesn't include separate entitlements such as loadings, monetary allowances, overtime or penalty rates.</p>
Jury Duty	<p>If You are required to attend for jury service during Your Ordinary Hours, QUU will pay You at Your base rate of pay for the Ordinary Hours You would have worked in that period. This doesn't include separate entitlements such as loadings, monetary allowances, overtime or penalty rates. If You receive any other payment e.g. from the relevant Court, You are required to reimburse QUU for that amount of money You received from the Court within seven (7) days of receiving this money.</p>
Blood and Blood Cells Donor Leave	<p>Blood and Blood Cells Donor Leave is paid leave for You to donate blood or blood cells during Your Ordinary Hours. You are entitled to two (2) hours but not more than eighteen (18) hours of paid time within twelve (12) months to donate blood or blood cells. This leave is conditional upon You registering as a QUU donor.</p> <p>This leave is made up of time for You to travel to and from the donation collection centre, time for Your donation and sufficient time for You to recover from donating. If You have not recovered sufficiently within the two (2) hour time limit, You will be required to access paid personal leave for this additional time, provided that You produce evidence that You needed additional recovery time.</p> <p>Blood and Blood Cells Donor Leave is paid at Your base rate of pay for the Ordinary Hours you would have worked in that period. This doesn't include separate entitlements such as loadings, monetary allowances, overtime or penalty rates.</p>

7.18 Cultural and Ceremonial Leave

You may request to access annual leave, TOIL or unpaid leave to attend ceremonial events or events of cultural significance. Further details are available in our [Leave Policy](#) as varied and amended from time to time.

7.19 Natural Disaster Leave

- 7.19.1 Natural Disaster Leave applies when a state of emergency or a natural disaster has been declared under State or Commonwealth legislation, or where there are severe or dangerous natural events including bushfires, earthquakes, floods and cyclones but a natural disaster or state of emergency has not been declared and where:

- (i) You are isolated and unable to report to Your normal workplace or alternative office, depot or work site which is reasonably accessible; or
- (ii) You are unable to perform work reasonably required and which is safe to perform; or
- (iii) it is unsafe to continue working because of extreme conditions and You are required to leave the work site and return home.

You may be entitled to up to three (3) days paid leave subject to the CEO's approval. If You are not able to return to work at the end of the approved natural disaster leave, depending on the relevant circumstances, You may elect to access personal leave, annual leave, long service leave, and any TOIL or unpaid leave.

7.19.2 If You are required by personal circumstances to stay at home or leave work You may elect to access paid personal leave, annual leave, long service leave, accrued time off or unpaid leave. (Example: You need to protect the safety and security of Your family or property).

7.20 Can I apply to take Unpaid Leave?

QUU may support applications for unpaid leave including career breaks. Further details are available in our Leave Policy as varied and amended from time to time.

7.21 Can I be required to work on Public holidays?

7.21.1 QUU may require You to work on a public holiday to meet operational or business requirements. If You perform work on the following public holidays:

1 January	25 April (Anzac Day)
26 January (Australia Day)	Labour Day
Good Friday	The Birthday of the Sovereign (Queen's Birthday)
Easter Saturday	Show Day (in Your normal work location)
Easter Sunday	Christmas Day
Easter Monday	Boxing Day

or any day under the *Holidays Act 1983* appointed to be in place of any such public holiday listed above, notwithstanding any other provision in this Agreement, You will be paid at the rate of Double time and a half for the actual hours worked. If 25 December falls on a day that is not designated as a public holiday, any work performed on this day will be paid at the rate of Double time and a half for the actual hours worked. For the sake of clarity You may only be paid for one instance of Show Day annually.

7.21.2 You and QUU may agree to substitute a public holiday with an alternative day.

7.21.3 An Employee (other than a casual Employee), who would ordinarily be required to work on a day on which any public holiday falls, but who is not required to work, is entitled to full pay for the time the Employee would ordinarily have been required to perform work on that day. For the sake of clarity, if You are a casual Employee who is not rostered to work or You are a part time Employee (engaged on any basis) whose hours do not include the day of the week on which the public holiday occurs, You will not be entitled to any payment or a day off in lieu.

7.21.4 If You are rostered to perform overtime on a public holiday that is not continuous with Your shift, You will receive a minimum payment for three (3) hours' work.

7.21.5 If You are a shift worker You will only be paid at the public holiday rates for the time worked that falls within the public holiday and no minimum payments apply.

7.21.6 If You are a Shift Worker as defined in clause 1.6 (t), if a public holiday occurs on a day on which You are rostered off while employed on a seven (7) day a week rotating roster system, You will be paid a day's pay at ordinary rates in addition to the ordinary week's pay. QUU may instead of making such additional payment, grant a day's leave for each such holiday which may be taken at such time as is agreed between You and QUU.

7.22 Do I have access to paid leave if I experience Domestic and Family Violence?

- 7.22.1 QUU recognises that You may face situations of violence or abuse in Your personal life that may affect Your attendance or performance at work, and is therefore committed to providing support to You if You experience family violence.
- 7.22.2 Domestic and family violence is abusive and/or violent behaviour used by one person to control and dominate another person or persons within a domestic relationship and may include physical, sexual, financial, verbal, or emotional abuse by a family member.
- 7.22.3 If You experience domestic and family violence, You will have access to paid leave for medical appointments, legal proceedings, and other activities related to family violence, which will be in addition to existing entitlements and may be taken as consecutive or single days, or as a portion of a day.
- 7.22.4 Such leave will be capped at five (5) days' paid leave per calendar year (pro rata for part time Employees) at Your base rate of pay for the Ordinary Hours You would have worked during that period. This leave does not accrue. If You need to access further leave, You may apply to access Your personal leave, annual leave or TOIL balances.
- 7.22.5 Proof of family violence may be required and can be in the form of a document issued by the Police Service, a Court, a Doctor, Nurse, Family Violence Support Service, or Lawyer.
- 7.22.6 All personal information concerning family violence will be kept confidential in line with QUU privacy policies and relevant legislation. No information will be kept in an Employee's records without their express written permission.
- 7.22.7 If You experience family violence, You may raise the issue with Your Leader, Manager, or a designated contact in the People and Safety Team.
- 7.22.8 QUU will make every effort where practicable to accommodate:
 - (i) Any temporary changes to Your span of hours, pattern of hours, or rosters;
 - (ii) Change to telephone number or work email address to avoid harassing contact; or
 - (iii) Any other appropriate measure including those available under existing provisions for flexible work arrangements.

7.23 Industrial Relations Education Leave

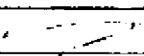
- 7.23.1 Subject to operational requirements, an Employee who is nominated or accredited as a workplace delegate for a union which is a party to this Agreement, may be granted up to five working days leave (non-cumulative) on ordinary pay each calendar year to attend agreed training courses and seminars which are supportive of achieving the objectives of the Act and other relevant legislation.
- 7.23.2 Each union will only be able to nominate one Employee or accredited workplace delegate per calendar year.

SIGNATURES

Signed for and on behalf of Queensland Urban Utilities by its authorised representative:

Name:	Glenn Smith
Address:	Level 2 15 Green Square Close Fortitude Valley QLD 4006
Authority to sign:	Executive Leader - People and Safety
Signature:	
Date:	11 June 2018
In the presence of:	 Katherine Sweet

Signed for and on behalf of Employee representative:

Name:	Michael Zinn
Address:	15 Green Square Close Fortitude Valley QLD 4006
Authority to sign:	Employee - Treatment Plant Operator
Signature:	
Date:	12 June 2018
In the presence of:	 STEPHEN TRISE

Signed for and on behalf of the Australian Municipal, Administrative, Clerical and Services Union by its authorised representative:

Name:	
Address:	
Authority to sign:	
Signature:	
Date:	
In the presence of:	

Signed for and on behalf of the Australian Workers' Union by its authorised representative:

Name:	
Address:	
Authority to sign:	
Signature:	
Date:	
In the presence of:	

Signed for and on behalf of the CEPU by its authorised representative:

Name:	
Address:	
Authority to sign:	
Signature:	
Date:	
In the presence of:	

Schedule One: Wage Rates

Treatment Plant

Mapping Levels	Level	Operational Date		27 April 2019		25 April 2020	
		Hourly	Weekly (38 Hours)	Hourly	Weekly (38 Hours)	Hourly	Weekly (38 Hours)
Level 12 Treatment Plant Operator	TR1	\$34.47	\$1,309.86	\$35.22	\$1,338.36	\$35.93	\$1,365.34
Level 10 Treatment Plant Operator	TR2	\$32.22	\$1,224.36	\$32.93	\$1,251.34	\$33.59	\$1,276.42
Level 8 Treatment Plant Operator	TR3	\$30.00	\$1,140.00	\$30.66	\$1,165.08	\$31.27	\$1,188.26
Level 3 Treatment Plant Assistant	TR4	\$26.25	\$997.50	\$26.83	\$1,019.54	\$27.37	\$1,040.06

Network Operations

Mapping Levels	Level	Operational Date		27 April 2019		25 April 2020	
		Hourly	Weekly (38 Hours)	Hourly	Weekly (38 Hours)	Hourly	Weekly (38 Hours)
Level 10 – Network Asset Operator	NO1	\$32.22	\$1,224.36	\$32.93	\$1,251.34	\$33.59	\$1,276.42

Unlicensed Water Industry Workers

Mapping Levels	Level	Operational Date		27 April 2019		25 April 2020	
		Hourly	Weekly (38 Hours)	Hourly	Weekly (38 Hours)	Hourly	Weekly (38 Hours)
Water Industry Worker 8 Unlicensed	WW1A	\$36.61	\$1,391.18	\$37.42	\$1,421.96	\$38.17	\$1,450.46
Water Industry Worker 7 Unlicensed	WW1B	\$35.15	\$1,335.70	\$35.92	\$1,364.96	\$36.64	\$1,392.32
Water Industry Worker 6 Unlicensed	WW2	\$33.94	\$1,289.72	\$34.69	\$1,318.22	\$35.38	\$1,344.44
Water Industry Worker 5 Unlicensed	WW3	\$32.73	\$1,243.74	\$33.45	\$1,271.10	\$34.12	\$1,296.56
Water Industry Worker 4 Unlicensed	WW4	\$32.07	\$1,218.66	\$32.77	\$1,245.26	\$33.43	\$1,270.34
Water Industry Worker 3 Unlicensed	WW5	\$30.76	\$1,168.88	\$31.43	\$1,194.34	\$32.06	\$1,218.28

Licensed Water Industry Workers*

Mapping Levels	Level	Operational Date		27 April 2019		25 April 2020	
		Hourly	Weekly (38 Hours)	Hourly	Weekly (38 Hours)	Hourly	Weekly (38 Hours)
Water Industry Worker 8 Licensed	WWL1A	\$37.14	\$1,411.32	\$37.96	\$1,442.48	\$38.72	\$1,471.36
Water Industry Worker 7 Licensed	WWL1B	\$35.68	\$1,355.84	\$36.46	\$1,385.48	\$37.19	\$1,413.22
Water Industry Worker 6 Licensed	WWL2	\$34.47	\$1,309.86	\$35.23	\$1,338.74	\$35.93	\$1,365.34
Water Industry Worker 5 Licensed	WWL3	\$33.26	\$1,263.88	\$33.99	\$1,291.62	\$34.67	\$1,317.46
Water Industry Worker 4 Licensed	WWL4	\$32.59	\$1,238.42	\$33.31	\$1,265.78	\$33.98	\$1,291.24

*The Licensed Water Industry Worker wage rates only apply to those employees employed in the category of Licensed Water Industry Worker and who hold an open license or a provisional licence (plumber's or drainer's).

Schedule Two: Classification Levels

Field and Operations

New QUU Level	Old WIW Level	New	Old Treatment	New	Network Operators
5	3	WW5	3	TR4	
4	4	WW4 / WWL4	8	TR3*	
3	5	WW3 **/ WWL3**	10	TR2	N01
2	6	WW2 **/ WWL2**			
1	7	WW1B **/ WWL1B**	12*	TR1 *	
	8	WW1A **/ WWL1A**			

Various positions may also require Employees to hold and maintain appropriate licences, certificates and/or tickets for the operation of machinery, plant and/or tools.

*Progression between these Treatment levels is appointment by vacancy only.

** Progression from WIW5 through to WIW8 is appointment by vacancy only.

QUU Level 5

Authority and Accountability

Work is performed utilising basic skills and knowledge under general supervision, this may include working autonomously. Employees are accountable for quality, quantity and timeliness of their work and for the care of the assets entrusted to them.

Judgement and Problem Solving

These positions require personal judgement within guidelines but with scope to exercise discretion in the choice of established practices and procedures.

Specialist Knowledge and Skills

These positions require proficiency in the application of knowledge that has been acquired through on the job training elements and relevant workplace induction training.

Management Skills

Ability to manage self and work tasks. Employees at this level will have knowledge of safety practices, policies and procedures. Proficiency in the application of standardised procedures and practices and may include the operation of tools, plant, machinery and or equipment in accordance with the requirements of the position.

Interpersonal Skills

Constructive communication skills to communicate with internal and external parties, including gaining cooperation and assistance from others.

Qualifications and Experience

Qualifications or relevant experience in accordance with the requirements of work at this level. This may require a Certificate II or III or equivalent.

QUU Level 4

Authority and Accountability

Work is performed within the scope of established standards with general guidance, this may include working autonomously. The effects of decisions and/or actions are usually limited to a localised work group or an individual job. This level is accountable for quality, quantity and timeliness of their work and for the care of the assets entrusted to them.

Judgement and Problem Solving

These positions are provided clear objectives and may be required to exercise discretion in the choice of established practices. Employees may be required to assist other employees in solving problems and quantify the amount of resources required to meet objectives.

Specialist Knowledge and Skills

These positions apply developed skills that have been gained through on the job training or accredited external training. Proficiency in the application of standardised procedures and practices and will include the operation of tools, plant, machinery and or equipment in accordance with the requirements of the position.

Management Skills

Ability to manage self and work tasks by setting priorities and planning. Employees at this level will have knowledge of QUU safety practices, workplace practices, policies and procedures.

Interpersonal Skills

Constructive and persuasive communication skills to communicate with internal and external customers. This includes gaining cooperation and assistance from customers and the use of conflict resolution skills.

Qualifications and Experience

Qualifications and/or relevant experience in accordance with the requirements of work in this level. Qualifications may include a relevant Certificate III or relevant Trade qualification.

QUU Level 3

Authority and Accountability

Work is performed within general guidelines. Employees at this level may supervise work or provide on the job training based on their skills and/or experience to employees of the same or lower levels.

Judgement and Problem Solving

This level of role may be required to exercise judgement and solve problems through analysing a number of options through standards and procedures. Typical judgements may require variation of priorities and tasks performed may involve selection from a range of existing techniques, systems, equipment, methods or processes.

Specialist Knowledge and Skills

This level requires demonstrated competence in a number of key skill area related to major elements of the job. Proficiency in the application of standardised procedures and practices and will include the operation of tools, plant, machinery and/or equipment in accordance with the requirements of the position.

Management Skills

Ability to manage self, work tasks and provide supervision to groups to achieve objectives. Employees at this level will have knowledge of QUU people related practices.

Interpersonal Skills

Constructive and persuasive communication skills to communicate with internal and external customers. This includes gaining cooperation and assistance from customers and the use of conflict resolution skills. Employees are expected to write detailed and non-standard reports and correspondence in their field of expertise.

Qualifications and Experience

Qualifications or relevant experience in accordance with the requirements of work in this level which may be acquired through:

- a) Trade certificate or equivalent;
- b) Completion of accredited /industry based training courses equivalent to a certificate IV (non trade); and/or
- c) Knowledge and skills gained through on-the job training

QUU Level 2

Authority and Accountability

Work can be performed with the exercise of discretion within standard practices, standards and procedures and may involve various specialised techniques, systems, equipment or processes. This level will provide local decisions, directions and on the job training.

Judgement and Problem Solving

This level role will require assessment of options with complexity to solve problems. Solutions require specialised knowledge in reaching decisions and recommendations. For employees who supervise, work processes may require quantification of resources needed to meet objectives. Assistance may be readily available from other employees in the work area.

Specialist Knowledge and Skills

This level requires considerable specialist knowledge in a skill area that of post trades or specific disciplines either through on the job training or through relevant certification.

Management Skills

Employees at this level may be required to utilise basic leadership skills and will have knowledge of QUU people and safety practices and have the ability to implement those related practices where required.

Interpersonal Skills

Constructive and persuasive communication skills to participate in technical discussions and use of conflict resolution skills. Employees are expected to write reports and/or prepare correspondences in their field of expertise.

Qualifications and Experience

This level have thorough working knowledge and experience of all work procedures for the application of technical or trades based upon suitable certificate or post certificate level qualifications which may include:

- a) Post-trade certificate and/or other post-secondary qualification; and/or
- b) Extensive knowledge and skill gained through on the job training in accordance with the requirements of the work in this level.

QUU Level 1

Authority and Accountability

This level will be responsible for providing a specialised/technical service and for completing work with elements of complexity. Employees are accountable for the quality, effectiveness, cost and timeliness of projects or work plans under their control for safety and security of the assets being managed.

Judgement and Problem Solving

Judgement and problem solving skills are required where there is a lack of definition requiring analysis of a number of options. Judgements may require variation of work priorities and approaches during planned and unplanned events.

Specialist Knowledge and Skills

Employees have advanced knowledge and skills in a number of areas where analysis of complex options is involved.

Management Skills

Employees at this level may manage more complex projects involving people and other resources. Employees at this level will utilise leadership skills, have a knowledge of people related practices and have the ability to supervise employees in different work areas to achieve outputs.

Interpersonal Skills

Constructive and persuasive communication skills to provide specialised advice and conflict resolution skills to resolve issues. Employees are expected to write reports and/or prepare correspondences in their field of expertise and may lead, motivate and direct employees in different teams.

Qualifications and Experience

Qualifications and considerable practical experience to effectively control key elements of the job are required for roles at this level. Qualifications may include:

- a) Post-trade certificate and/or other post-secondary qualification; and/or
- b) Considerable experience and skills in accordance with the requirements of the work in this level.

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2018/2526

Applicant:
Queensland Urban Utilities

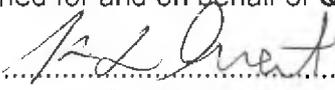
Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

Queensland Urban Utilities gives the following undertaking with respect to the QUU Operational and Field Employees’ Enterprise Agreement 2018 ("the Agreement"):

- 1. In relation to clause 3.12 (Abandonment of Employment) of the Agreement, if QUU terminates an employee’s employment by reason of abandonment of employment, QUU undertakes to provide notice of termination, or payment in lieu of notice, in accordance with the NES.

Signed for and on behalf of **Queensland Urban Utilities**



 Signature of authorised person

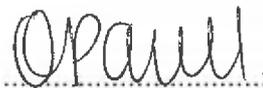
Katherine Sweet
Name of authorised person (block letters)

Employee Relations Manager
Position held

8 August 2018
Date

Level 2 15 Green Square Close
Fortitude Valley QLD 4006.....
Address

In the presence of:



 Signature of witness

Olivia Paull
Name of witness