



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Central SEQ Retailer- Distributor Authority T/A Urban Utilities**  
(AG2020/2000)

## **URBAN UTILITIES' SAS LABORATORY EMPLOYEES' ENTERPRISE AGREEMENT 2020**

Water, sewerage and drainage services

COMMISSIONER SIMPSON

BRISBANE, 7 AUGUST 2020

*Application for approval of the Urban Utilities' SAS Laboratory Employees' Enterprise Agreement 2020.*

[1] An application has been made for approval of an enterprise agreement known as the *Urban Utilities' SAS Laboratory Employees' Enterprise Agreement 2020* (the Agreement). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Central SEQ Retailer - Distributor Authority T/A Urban Utilities. The Agreement is a single enterprise agreement.

[2] The Australian Municipal, Administrative, Clerical and Services Union (ASU) lodged a Form F18 statutory declaration supporting approval of the Agreement and has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note the Agreement covers the ASU.

[3] The Agreement is approved and will operate in accordance with s.54 of the Act.

  
  
COMMISSIONER

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# UrbanUtilities

**URBAN UTILITIES'**

SAS LABORATORY EMPLOYEES' ENTERPRISE  
AGREEMENT 2020

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## PART 1 – PRELIMINARY MATTERS

### 1.1 What is this Agreement called?

This Agreement is known as the Urban Utilities' SAS Laboratory Employees' Enterprise Agreement 2020 (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 one (1) year from the date of Approval of this Agreement by the Fair Work Commission.

### 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.

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

### 1.4 Who is covered by this Agreement?

This Agreement covers and applies to Urban Utilities and those Employees employed by Urban Utilities within the Branch of SAS Laboratory and whose classification is described by Schedule Two This Agreement does not cover employees who are covered by the:

- (a) QUU Administrative and Technical Employees' Enterprise Agreement 2017; or
- (b) QUU Operational and Field Employees' Enterprise Agreement 2018; or

any enterprise agreements that replace the above two enterprise agreements.

### 1.5 Renewal or Replacement of Agreement

The Parties will commence formal negotiations to renew or replace this Agreement one month prior to the nominal expiry date 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. **Agreement** means *Urban Utilities' SAS Laboratory Employees' Enterprise Agreement 2020* (the Agreement).
- c. **Approval** means approval of the Agreement by the Fair Work Commission.
- d. **Classification Level** means a concise statement of the duties, skills and responsibilities indicative of a given classification level as described by Schedule Two.
- e. **Day worker** means an employee who works their Ordinary Hours within the span of hours.
- f. **Double time** means an additional 100% penalty payment for hours worked.
- g. **Double time and a half** means an additional 150% penalty payment for hours worked.
- h. **Employee** is the collective term which covers all classifications in Schedule Two of this Agreement.
- i. **FWC** means the Fair Work Commission.

- j. **Hourly Rate** means the hourly ordinary time rate for an Employee in Schedule One – Wage Rates, for their respective classification level.
- k. **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.
- l. **NES** means the National Employment Standards contained in Part 2-2 of the *Fair Work Act 2009* (Cth).
- m. **Operational date** means the date which is seven (7) days after the date the Agreement is approved by the Fair Work Commission.
- n. **Ordinary Hours** means your weekly hours referred to in clause 3.2 or clause 3.3.
- o. **Parties** means:
- (iii) Urban Utilities;
  - (iv) Employees employed by Urban Utilities within the Branch of SAS Laboratory and whose classification is described by Schedule Two; and
  - (v) The Union.
- p. **Policy** means a policy or procedure in place within Urban Utilities as amended from time to time.
- q. **Shift Worker**, for the purpose of section 87 of the Act and for the purposes of clauses 7.1.1(b) and 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 Urban Utilities; 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.
- r. **Time and a half** means an additional 50% penalty payment for hours worked.
- s. **Total Annual Salary** means Your base wage rate plus Employer Superannuation as prescribed by Schedule One of this Agreement
- t. **Union** means the Australian Municipal, Administrative, Clerical and Services Union.
- u. **Urban Utilities** means Urban Utilities, which is the trading name for the Central SEQ Distributor- Retailer Authority.
- v. **You / Your** means an Employee covered by this Agreement.

## PART 2 - AGREEMENT FLEXIBILITY, DISPUTE RESOLUTION AND CONSULTATION

### 2.2 How can this Agreement be tailored to suit me?

You and Urban Utilities 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 Urban Utilities in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by You and Urban Utilities.

Urban Utilities 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.

Urban Utilities must ensure that the individual flexibility arrangement:

- (a) is in writing;
- (b) includes Your name and Urban Utilities' name;
- (c) is signed by You and Urban Utilities 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.

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

You or Urban Utilities 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 Urban Utilities agree in writing at any time.

### **2.3 How are Disputes under this Agreement resolved?**

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

- (i) a matter arising under this Agreement; or
- (ii) the National Employment Standards.

The aim of the dispute resolution procedure below is to encourage You to resolve 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.

Either party can be represented by (including representation by the Union) for the purpose of this clause.

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

The process for resolving 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 resolve it by discussion.

#### **Step 2**

If the matter remains unresolved 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 resolve it.

#### **Step 3**

If the matter remains unresolved after Step 2, You can raise the matter for discussion between You and the relevant General Manager or Executive Leadership Team member.

#### **Step 4**

If the matter is unable to be resolved 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 utilized by the Fair Work Commission.

### **2.4 How will I be consulted about major workplace change?**

This clause applies if Urban Utilities:

- (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 Urban Utilities.

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

The relevant Employee or Employees may appoint a representative (which includes a representative of the union) 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 Urban Utilities of the identity of the representative; and
- (c) Urban Utilities must recognise the representative.

As soon as practicable after making its decision, Urban Utilities must:

- (a) discuss with the relevant Employees:
  - (i) the introduction of the change;
  - (ii) the effect the change is likely to have on the Employee(s);
  - (iii) the measures Urban Utilities 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).

However, Urban Utilities is not required to disclose confidential or commercially sensitive information to the relevant Employee(s).

Urban Utilities must give prompt and genuine consideration to matters raised about the major change by the relevant Employee(s) or their nominated representative.

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 Utilities' 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.

## **2.5 How will Urban Utilities consult with me about changes to rosters or hours of work?**

- (a) Where Urban Utilities proposes to change Your regular roster or ordinary hours of work, Urban Utilities must consult with You and Your nominated representative, if any, about the proposed change.
- (b) If You are affected by this proposed change Urban Utilities must:
  - (i) provide You and Your nominated representative, if any, 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) consider 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 are a casual employee who has 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 URBAN UTILITIES**

### **3.1 Nature of Your Employment**

At the time of engagement, Urban Utilities 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 or maximum term.

### **3.2 Full time Employees**

3.2.1 Subject to clause 3.2.2, a full time Employee is an Employee engaged to work an average of 38 Ordinary Hours per week; or

3.2.2 If You were engaged to work an average of 36.25 Ordinary Hours per week prior to the Approval of this Agreement, your hours of work will be grandfathered unless you change roles, or You opt to move to a 38 hour week (subject to operational needs). If You are appointed to a new or vacant position, You will be required to work a 38-hour 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, Urban Utilities 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 Urban Utilities 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 Urban Utilities is required to roster a part time Employee for a minimum of three 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 flex or paid for at the overtime rates prescribed in clause 6.7 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 clause in this Agreement expressly provides otherwise.

### **3.4 Casual Employees**

3.4.1 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 two hours' work on each occasion they are engaged. Each engagement is stand alone.

3.4.5 The casual loading outlined in subclause 3.4.2 is paid instead of You being provided with 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 7.6.10);
- (iv) Compassionate leave (except for unpaid Compassionate leave clause 7.10.4)
- (v) parental leave (except for clause 7.12.3);
- (vi) redundancy entitlements; and
- (vii) notice of termination provisions.

3.4.7 Right to permanent conversion

- (i) If You are a regular casual employee You may request that Your employment be converted to full-time or part-time employment.
- (ii) A regular casual employee is a casual employee who has in the preceding period of 12 months worked a

- pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee
- (iii) If You are a regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment, You may request to have their employment converted to full-time employment.
  - (iv) If You are a regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment, You may request to have Your employment converted to part-time employment consistent with the pattern of hours previously worked.
  - (v) Any request under this subclause must be in writing and provided to Urban Utilities.
  - (vi) Where a regular casual employee seeks to convert to full-time or part-time employment, Urban Utilities may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with You.

### 3.5 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.

### 3.6 Probationary Period

- 3.6.1 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 Urban Utilities.
- 3.6.2 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 Notice of Termination of Employment

- 3.7.1 Except if You are dismissed for serious misconduct, termination of Your employment may occur by Urban Utilities or by 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

- 3.7.2 In addition to the notice in clause 3.7.1, 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, Urban Utilities will give you an additional week's notice.
- 3.7.3 Urban Utilities may, in lieu of giving You part or all of the notice in clause 3.7.1, pay You an amount in lieu of the period of notice not given.
- 3.7.4 You and Urban Utilities may agree to a lesser period of notice.
- 3.7.5 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, Urban Utilities would have become liable to pay to You because of the employment continuing during that period.  
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.
- 3.7.6 If You fail to give the notice required by clause 3.7.1, Urban Utilities has the right to withhold monies up to a maximum of one (1) week's wage.

### 3.8 What happens in the event of Redundancy?

- 3.8.1 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 3.7.1. For the sake of clarity, the maximum notice period payable in the event of a Redundancy is eight (8) weeks' notice.
- 3.8.2 You are entitled to be paid redundancy pay by Urban Utilities if Your employment is terminated at Urban Utilities' initiative because Urban Utilities 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.

- 3.8.3 Whilst Urban Utilities 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 Urban Utilities may determine to make a particular position(s) redundant. Urban Utilities may redeploy Employees to suitable alternative positions at any Urban Utilities facility in our service region.
- 3.8.4 Where Urban Utilities 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 role based on distance from the Employee's residence; and
  - (e) offer redeployment.
- 3.8.5 Urban Utilities will look for suitable alternative employment within the company throughout the notice period, commencing from the date that You are notified that Your role is redundant.
- 3.8.6 When Urban Utilities has determined that a position is redundant, We will follow the consultation process outlined in clause 2.4 of the Agreement. You may not unreasonably refuse a suitable alternative position and there will be no entitlement to the redundancy payment in clause 3.8.13 should You refuse a suitable alternative position.
- 3.8.7 You will not be entitled to any notice where Urban Utilities finds You alternative employment, on terms and conditions substantially no less favourable than Your terms and conditions immediately prior to being notified that Your role is redundant.
- 3.8.8 If You accept suitable 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.
- 3.8.9 If You are transferred to lower paid duties by reason of redundancy, You will receive notice in accordance with Clause 3.7.1, rather than Clause 3.8.1 and Urban Utilities 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.
- 3.8.10 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 3.8.1. Urban Utilities 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.
- 3.8.11 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 redundancy payment in clause 3.8.13, however You will not be entitled to the remaining notice period to be paid out in lieu.
- 3.8.12 Where Urban Utilities 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.

3.8.13 The amount of redundancy pay is set out below:

<b>Redundancy Pay Entitlement</b>	
<b>Employee's period of continuous service with Urban Utilities on termination</b>	<b>Redundancy payment</b>
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	52 weeks

3.8.14 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 3.8.1.

3.8.15 Clauses 3.7, 3.8, 3.9 and 3.10 do not apply to Casual Employees.

3.8.16 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.

### **3.9 Voluntary Redundancy**

Urban Utilities may accept an application from You for voluntary redundancy at its discretion. The redundancy entitlement will be in accordance with clause 3.8.13.

### **3.10 Support Options**

If Your employment is terminated in accordance with clauses 3.8 or 3.9 above, support services will be made available by Urban Utilities and will include one or more of the following services: an outplacement consultant, vocational assistance and/or access to the employee assistance provider.

### **3.11 Abandonment of Employment**

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

3.11.2 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 Urban Utilities that You were absent for reasonable cause, You are deemed to have abandoned Your employment.

- 3.11.3 If Your employment ends by reason that You have abandoned Your employment, Urban Utilities will provide notice of termination or payment in lieu of notice in accordance with the notice provisions in clause 3.7.

## **PART 4 – WAGE AND SALARY MATTERS**

### **4.1 Wage Rates**

- 4.1.1 Your wage rates are set out in Schedule One
- 4.1.2 Urban Utilities will pay your wages into your nominated bank account. You will be paid on a weekly basis in arrears. Urban Utilities 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.
- 4.1.3 In addition to the Wage Rates set out in Schedule One, if You are employed by Urban Utilities and covered by this Agreement as at the Operational Date declared by the Fair Work Commission, You will receive a once off payment of \$700 gross. This payment will be paid in the first full pay period on or after the Operational Date of this Agreement.

### **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 Urban Utilities within a reasonable time frame, which will consider Your individual circumstances.
- 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 Urban Utilities.

### **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 Urban Utilities Policy, as amended by Urban Utilities from time to time and/or 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 Unless the *Local Government Act 2009* applies to Your superannuation arrangements, You have the choice of two options in terms of how You choose to package Your superannuation benefit:
- (i) To choose base plus 9.5% Employer superannuation contribution of Your base salary and receive the base salary as specified in Schedule One, "Base Hourly Rate Exclusive of 9.5% Employer Superannuation"; or.
  - (ii) To choose base plus 14% Employer superannuation contribution of 14% of Your base salary and receive the base salary as specified in Schedule One, "Base Hourly Rate Exclusive of 14% Employer Superannuation".
- 4.4.2 In accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth) or any replacement act, Employees generally can choose their own compliant superannuation fund.
- 4.4.3 Urban Utilities will make superannuation contributions in accordance with clause 4.4.1(i) or 4.4.1(ii) to Your compliant superannuation fund. If You do not choose a superannuation fund, the superannuation default fund shall be LGIA Super.
- 4.4.4 The minimum superannuation contribution under the *Superannuation Guarantee (Administration) Act 1992* (Cth) is currently 9.5 per cent, but it may increase over the life of this Agreement. Any change to the minimum legislative superannuation contribution may result in a change (including a reduction) to Your base rate component of your Total Annual Salary, but your Total Annual Salary will not be reduced.

### **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 two (2) days, 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 five (5) days, that is not classified by 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.
- 4.5.4 If You are an employee on a 36.25 hour arrangement and you relieve in a higher role that is a substantive 38 hour role, You and Your Leader will agree on whether or not You will be required to work 38 hours for the duration of the Higher Duties appointment.

#### **4.6 What happens if I am Seconded to another role?**

If Urban Utilities offers You a secondment, the terms and conditions associated with the seconded role will apply for the duration of the secondment and will be provided to You in writing.

### **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:
- (a) If Urban Utilities requires You to work more than two hours of overtime, exclusive of unpaid meal breaks, You will be paid a meal allowance of \$18.87; or
  - (b) If Urban Utilities requires You to continue working, for a further four hours of continuous overtime work, You will be paid an additional meal allowance of \$11.98
- 5.1.2 A meal allowance is not payable where a suitable meal is provided by Urban Utilities.
- 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 Urban Utilities to perform first aid duty, You will be paid an additional weekly allowance of \$15.00. 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 Employees covered by this Agreement who are employed in a role that is required to collect environmental samples on a daily basis, will receive a \$2,000 annual allowance (paid in weekly installments) which will compensate You for exposure to working in all adverse conditions.
- 5.3.2 Employees who work less than the full time equivalent of 38 hours per week (including those who work 36.25 hours per week and part time employees) will receive a pro rata weekly amount.
- 5.3.3 The allowance in clause 5.3.1 and 5.3.2 will be paid during periods of paid leave and attracts superannuation.
- 5.3.4 No additional payments can be claimed for being exposed to adverse conditions whilst performing overtime or call outs.
- 5.3.5 If an Employee who is not usually employed in a role that is required to collect environmental samples on a daily basis and who is directed by Urban Utilities to collect environmental samples on an ad hoc basis, they will receive an hourly allowance of \$1.20 in addition to the Employees' base hourly wage. This allowance will only be paid when collecting the samples and will not be paid during periods of paid or unpaid leave. For the sake of clarity, travel time to and from the collection point will be deemed as part of the act of collecting the sample.
- 5.3.6 For the sake of clarity, if you are seconded into another role that is not required to perform work in the adverse conditions named above, you will not be entitled to receive this allowance for that period.
- 5.3.7 Employees who perform laboratory tests on the samples that have been collected are not eligible to receive payment under this clause unless that employee meets the requirements of clause 5.3.5.

#### **5.4 Can I use my car for work?**

- 5.4.1 On occasion, Urban Utilities 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 our corporate offices, treatment plants, and depots including work sites, as well as Urban Utilities' events, training or sampling locations.
- 5.4.2 If this happens, and there is mutual agreement, You may use your car for work purposes, Urban Utilities 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. Agreement will not reasonably be withheld.
- 5.4.3 Urban Utilities may require You to record full details of all such official travel requirements in a logbook.
- 5.4.4 Urban Utilities will not pay You in accordance with clause 5.4 if:
- (i) We have not authorized for You to use Your own car;
  - (ii) You have been provided with the use of an Urban Utilities' vehicle (including the use of a pool car or fleet vehicle); or
  - (iii) We have supplied You with a reasonable means of transport to travel to and from the alternate location in clause 5.4.1

## 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 at your single time rate or counted as time worked.
- 5.5.2 Clause 5.5 will not apply to Employees whose work commences at the time they leave home in their Urban Utilities' vehicle.

## 5.6 On Call Allowance

- 5.6.1 Urban Utilities 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 Effective from the first full pay period after the Operational Date, if You are rostered On Call You will be paid the following allowance per day:

When You are Rostered On Call	Allowance per Day (up to 24 hours)
Monday to Friday (up until 23:59 Friday)	\$40.00
Saturday (From 00:00 – 23:59)	\$53.00
Sunday and Public Holiday	\$60.00

- 5.6.3 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.
- 5.6.4 You will not be required to be on call for more than seven (7) consecutive days.

## 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 and You are Called Out to perform work after leaving Urban Utilities' 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 Urban Utilities' 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 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, 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.

## 5.9 Remote Response Allowance

- 5.9.1 If You are rostered On Call in accordance with clause 5.6 and Urban Utilities requires You to perform duties without the need to leave Your place of residence and/or without the need to return to Urban Utilities' 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 one (1) hour period, no further minimum payment will apply.
- 5.9.2 An Employee who is in receipt of the 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, Urban Utilities requires You to maintain and provide to us 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.

## **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 either 36.25 or 38 hours per week in accordance with clause 3.2 and 3.3. These hours can be averaged over a period of 28 days

### **6.2 What is the span of hours?**

6.2.1 The ordinary hours for all Employees other than shift workers are between 6:00am to 7:00pm Monday to Friday.

6.2.2 You may work up to a maximum of 10 ordinary hours on any day (excluding unpaid meal breaks) or, by written agreement between You and Urban Utilities, 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.

6.3.1 You will receive a paid morning and afternoon tea 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 It is acknowledged that there are currently no shift workers employed in the Branch of SAS Laboratory. If there is a business decision to implement shift work over the life of this Agreement, Urban Utilities will follow the consultation provisions in Clause 2.5.

6.4.2 If You are a shift worker, Your roster cycle will provide for an average of 38 ordinary hours over a period not exceeding eight (8) weeks.

6.4.3 A roster for full-time and part-time Employees showing normal start and finish times of each Employee will be prepared by Urban Utilities 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 6.4.2, shifts must not exceed 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 10 hours between shifts;
- (e) We may implement 12 hour shifts as part of a two shift, 24 hour continuous roster but You must not be rostered for more than five (5), 12 hour shifts in any nine (9) day period;
- (f) Subject to clauses 6.4.4(g) and 6.4.4(h), Urban Utilities 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;
- (g) Where practicable, two (2) 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 Urban Utilities has no control;
- (h) Urban Utilities may require You to work a different shift or shift roster upon giving 48 hours' notice or such shorter period as is agreed or as operational circumstances reasonably require; or
- (i) Subject to the approval of Urban Utilities, Employees may, by agreement, exchange shifts and days off,

but in these circumstances pay will be as if the work had proceeded according to the roster.

**6.5 Breaks—shift workers**

- (a) If You are a shift worker and You work a shift of less than 10 hours, You will be entitled to a crib break of 20 minutes which will count as time worked.
- (b) If You are a shift worker and You work a shift of 10 hours or longer, You will be entitled to crib breaks totaling 30 minutes which will count as time worked.
- (c) Your breaks will be scheduled by Urban Utilities based upon operational requirements to ensure continuity of operations. Urban Utilities 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.
- (d) If at the direction of Urban Utilities, 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.
- (e) You may take a paid rest break of 20 minutes after each four hours of overtime worked, if You are required to continue to work after the rest break.

**6.6 What penalty rates will I be paid as a shift worker?**

An Employee who is a shift worker 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 6.2 will be paid the following penalties:

Shift	Definition	Loading
Afternoon	Means any shift (other than a 12 hour shift) worked Monday to Friday finishing after 18:00 and at or before midnight.	Additional 15% 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% penalty paid on ordinary hours for the first two (2) hours within this period and 100% penalty for time after this period.
Sunday	All Ordinary Hours worked between midnight Saturday and midnight Sunday.	Additional 100% penalty paid on ordinary hours worked within this period.
Public Holiday	All Ordinary Hours worked between 0000 and 2359 on a public holiday.	Additional 150% penalty paid on ordinary hours worked within this period.

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

- 6.7.1 Urban Utilities 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 Urban Utilities:
  - (a) by day workers outside of the daily span of hours specified in clause or in excess of the maximum ordinary hours on any day as provided for in clause 6.2;
  - (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 clauses 6.7.2(a) or 6.7.2(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 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 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 If you work rostered overtime on a Saturday or Sunday, You will be afforded at least two hours' work or will be paid for two hours at the appropriate overtime rate. You will not be rostered in excess of two (2) consecutive weekends unless there is mutual agreement.
- 6.8.6 Overtime on a public holiday will be paid at double time and a half. For the sake of clarity, the total payment You will receive per hour will be double time and half.
- 6.8.7 In computing overtime, each day's work stands alone.
- 6.8.8 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 Wherever reasonably practicable, Ordinary Hours should 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 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 Urban Utilities 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 or emergency remote response. However, any fatigue resulting from performing remote response and emergency 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 unreasonably be refused.

## **6.10 Flexible Working Arrangements**

- 6.10.1 If you have been employed by Urban Utilities for at least 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 (as defined by 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 Flex Time**

- 6.11.1 Flex time working arrangements are 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 Urban Utilities.
- 6.11.2 Flex time is available to You, subject to approval from Your Leader, where the individual work area requires variable hours due to business needs.
- 6.11.3 Any time worked in excess of Your Ordinary Hours is to be recorded as Flex time, or alternatively as overtime in accordance with clause 6.7.
- 6.11.4 Flex time taken as time off during Ordinary Hours must be taken at the ordinary time rate, that is an hour off for each hour of flex time accrued.
- 6.11.5 Where practicable Flex time may be taken prior to, or in connection with annual leave and long service leave.
- 6.11.6 You cannot exceed three (3) days accrual of flex time. For the sake of clarity, Your accrual limit will be pro rata depending on whether Your ordinary hours are based on an average of 36.25 hours, 38 hours or if You are a full time or 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 and paid in accordance with clause 6.8.

- 6.11.7 The taking of flex time is to be agreed between You and Your Leader so as to ensure that business operations are not impacted and will not be unreasonably refused.
- 6.11.8 You may request to have Your flex balance paid out at any time and this will be paid out at the applicable overtime rate that would have applied when the Flex time was accrued. This payment will be made in the next pay period following the request. If, on the termination of Your employment, there is a Flex time accrual for time worked by You to which clause 6.11.3 applies and it has not been taken, Urban Utilities must pay You for the Flex time at the overtime rate applicable to when the Flex time was accrued.

## **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 Urban Utilities to all Employees other than casuals. For each year of service with Urban Utilities, You are entitled to:
- (a) Four (4) weeks if you are a 38 hour per week employee or four (4) weeks pro rata if you are a 36.25 hour per week Employee) of paid annual leave; or
  - (b) Five (5) weeks of paid annual leave if you are a Shift Worker as defined by clause 1.7(q).
  - (c) Pro rata for part time Employees.
- 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 termination of employment with Urban Utilities.
- 7.1.3 You will be able to take annual leave once you have accrued it and at a time mutually agreeable between Urban Utilities and in consideration of your work group's operational requirements. Urban Utilities 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 Urban Utilities as soon as practical, Your annual leave will be re-credited for this period and You will be paid personal leave for that period.

### **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.
- 7.2.2 If You are a Shift worker (as defined by clause 1.7(q)) 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 Urban Utilities will pay your annual leave loading when You take annual leave.
- 7.2.4 Annual leave loading will be paid on accrued annual leave upon termination of Your employment.

### **7.3 Can I be directed to take Annual Leave?**

- 7.3.1 Urban Utilities 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 Urban Utilities may also direct You to take annual leave if You have accrued more than eight (8) weeks annual leave.
- 7.3.3 If Urban Utilities 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 (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 additional leave, subject to leave approval.
- 7.4.2 If your application is approved, you may purchase up to:
- (a) Four (4) weeks of purchased leave per year; or
  - (b) Five (5) weeks of purchased leave per year, if you are a Shift Worker.
- 7.4.3 You must advise Urban Utilities of the amount of leave you wish to purchase, which will be deducted from your pay. This will be set aside as payment during the period of purchased leave.
- 7.4.4 Purchased leave must be taken in one block and be utilized within the 12-month period from the initial date of purchase. Purchased leave cannot be taken as half-pay. Annual leave loading is not payable on purchased leave.
- 7.4.5 Employees will not be able to cash out purchased leave. If you are unable to take purchased leave within the 12-month period from date of purchase, Urban Utilities will refund the deducted amount. If your employment

terminates before you can 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 Urban Utilities.
- 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 Urban Utilities,
  - (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 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 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 Urban Utilities to all Employees other than casuals. For each year of service with Urban Utilities, a full time Employee is entitled to 15 days of personal leave which will progressively accrue year on year and will not be paid out on cessation of employment with Urban Utilities. Part time employees will receive a pro-rated 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 personal 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 personal injury; or
  - (iii) handling an unexpected emergency affecting a member of Your household.
- 7.6.5 In an emergency, or when You cannot attend a medical appointment outside normal working hours, You may utilize Your personal/carer's leave to attend such appointment.
- 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. If reasonably practicable, You must contact Your Leader by telephone to advise of Your absence. A text message or email alone are insufficient means of communicating Your absence.
- 7.6.8 Should your personal/carer's leave period last more than 2 days, or should Urban Utilities require it, You will need to provide a medical certificate from a medical practitioner.
- 7.6.9 You can only take unpaid carer's leave when Your personal leave balance has been exhausted. You are entitled to 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.
- 7.6.10 Casual employees are entitled to 2 days of unpaid carer's leave for each occasion.

## **7.7 What are my Long Service leave entitlements?**

- 7.7.1 Long service leave is paid time off work provided by Urban Utilities to all Employees in recognition of Your continuous service.
- 7.7.2 Subject to clause 3.3.2, Full time Urban Utilities' Employees are entitled to:
  - (i) 9.1 weeks of long service leave for every seven (7) years of continuous service; and
  - (ii) 1.3 weeks 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 a 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 Urban Utilities. Continuous service is the length of time you've worked for Urban Utilities, excluding any unapproved or unpaid leave.
- 7.7.6 If operationally viable, Urban Utilities may approve for You to take Your long service leave at half pay. Should this be the case, your long service leave accrual will also accrue at half the rate during this period.

- 7.7.7 Long service leave will be paid at your rate immediately before the leave is taken, subject to the exception in clause 4.5.3.
- 7.7.8 Long Service Leave does not accrue whilst on any periods of unpaid leave or if You are receiving an Income Protection Benefit.
- 7.7.9 Long Service Leave is only paid out on termination if You have completed seven (7) years or more of continuous service, in accordance with section 95(4) of the *Industrial Relations Act 2016* (Qld).

## **7.8 Can I cash out my long service leave?**

- 7.8.1 You can apply to Urban Utilities to cash out Your accrued long service leave, provided that You have completed at least seven (7) years of continuous service at Urban Utilities and You have an available balance.
- 7.8.2 Each time You apply to cash out long service leave You must complete a separate written agreement.
- 7.8.3 This agreement must include:
  - (v) 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;
  - (vi) the agreement must be signed by You and Urban Utilities; and
  - (vii) 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.
- 7.8.4 The maximum amount of accrued long leave that may be cashed out is the current accrual as at the date of the written application.
- 7.8.5 The minimum amount of accrued long leave that may be cashed out per occasion is four (4) weeks.

## **7.9 Can I be directed to take my Long Service Leave?**

- 7.9.1 If You have not taken long service leave after seven (7) years of continuous service (or cashed out any long service leave in accordance with clause 7.8), Urban Utilities may initiate a discussion with You and may request You to take your long service leave at a time that is mutually agreeable between You and Urban Utilities and in consideration of your work group's operational requirements.
- 7.9.2 If an agreement cannot be reached as to when You can take long service leave, Urban Utilities may provide You with three (3) months' written notice on the date on which you must take at least four (4) weeks long service leave. Urban Utilities may only direct You to take leave in accordance with this clause once in a 12-month period.

## **7.10 Compassionate Leave**

- 7.10.1 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.
- 7.10.2 You need to notify Your Leader as soon as practicable. If reasonably practicable You must contact your Leader by telephone to advise of your absence. A text message or email are insufficient means of communicating your absence. You also need to advise Your Leader of the period or expected period of Your absence.
- 7.10.3 Compassionate leave may be taken in one continuous period or separate periods.
- 7.10.4 Casual Employees may access up to two (2) days of unpaid compassionate leave for each occasion.
- 7.10.5 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.
- 7.10.6 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.

## **7.11 Bereavement Leave**

- 7.11.1 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.
- 7.11.2 You need to notify Your Leader as soon as practicable. If reasonably practicable You must contact Your Leader by telephone to advise of your absence. A text message or email are insufficient means of communicating Your absence. You also need to advise Your Leader of the period or expected period of Your absence.
- 7.11.3 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.

## **7.12 Who is eligible for Parental Leave?**

- 7.12.1 Parental leave allows Employees to take time away from work for the birth or adoption or take custody through a lawful surrogacy of a child. Permanent full time and part time Employees who have completed at least 12 months' continuous service with Urban Utilities, 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.
- 7.12.2 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.
- 7.12.3 Casual Employees are not entitled to paid parental leave. However, regular 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 12 months are entitled to unpaid parental leave.
- 7.12.4 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 gender as you) with whom you live in a relationship as a couple on a genuine domestic basis.

## **7.13 Can I take unpaid Parental Leave?**

- 7.13.1 Eligible Employees are entitled to take up to 12 months' unpaid parental leave, with the right to request an additional 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.
- 7.13.2 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 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.
- 7.13.3 If You are pregnant, you may take unpaid parental leave starting six (6) weeks before the expected date of birth.
- 7.13.4 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 6 weeks before the expected date of birth. The leave taken before the birth will not reduce Your entitlement to 12 months' parental leave after the birth.
- 7.13.5 Unless directed by Urban Utilities 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.

## **7.14 Can I access paid Maternity Leave?**

- 7.14.1 Paid Maternity Leave is paid leave associated with the birth of a child. Eligible Employees are entitled to 14 weeks' paid maternity leave where they are absent because they gave birth to a child and they are the primary care giver.
- 7.14.2 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 14 weeks' full pay or 28 weeks' half pay.
- 7.14.3 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.

## **7.15 Can I access paid Adoption/Surrogacy Leave?**

- 7.15.1 Paid adoption/surrogacy leave is paid leave for the principal care giver and principal care giver's partner 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 14 weeks' paid adoption/surrogacy leave where they are absent because of the placement or obtaining custody of a child.
- 7.15.2 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 14 weeks' full pay or 28 weeks half pay. Paid adoption/surrogacy leave is taken as part of, and not in addition to the unpaid statutory parental leave entitlements.
- 7.15.3 In the case of adoption-related leave, the child being adopted must be aged under 16 years on the day of placement and must not have lived continuously with You for 6 months or more prior to the date of placement.
- 7.15.4 Prior to the placement or taking custody of a child, Employees 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?**

- 7.15.5 Eligible Employees are entitled to a maximum period of 4 weeks paid leave to be taken in one single block within

the first 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.

7.15.6 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 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 in writing.

### **7.17 Community Service Leave**

7.17.1 Employees who are members of a recognised emergency management body, like the RFS, CFA or SES, are entitled to take up to 38 hours (pro rata for part time employees and full time employees to whom clause 3.2.2 applies) per occasion of paid community service leave to allow them to engage in voluntary emergency activities.

7.17.2 If an employee is engaged in voluntary emergency activities in accordance with clause 7.17 and they have exhausted their paid entitlement in clause 7.17.1, an employee is then entitled to take unpaid leave. There is no limit on the amount of unpaid community service leave an employee can take.

7.17.3 Leave may be taken for the period that the employee is engaged in the particular emergency management activity, as well as for reasonable travel and rest time.

7.17.4 The Employee must be engaging in the activity voluntarily and either requested to engage in the activity or it would be reasonable for such a request to have been made if circumstances had permitted.

7.17.5 Before You take community service leave, You should discuss it with your manager and provide Urban Utilities 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.

### **7.18 Defence Reservist Leave**

7.18.1 Urban Utilities 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. Full time and part time Employees are entitled to 15 days per calendar year (pro rata for part time Employees and full time employees to whom clause 3.2.2 applies) as 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.

7.18.2 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.

### **7.19 Jury Service**

7.19.1 If You are required to attend for jury service during Your Ordinary Hours, Urban Utilities 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.

7.19.2 If You receive any other payment e.g. from the relevant Court, You are required to reimburse Urban Utilities for that amount of money You received from the Court within seven (7) days of receiving this money.

### **7.20 Blood and Blood Cells Donor Leave**

7.20.1 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 18 hours of paid time within 12 months to donate blood or blood cells. This leave is conditional upon You registering as an Urban Utilities' donor.

7.20.2 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 in accordance with clause 7.6. for this additional time, if You produce evidence that You needed additional recovery time.

7.20.3 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.

## 7.21 Cultural and Ceremonial Leave

7.21.1 You may request to access annual leave, flex leave or unpaid leave to attend ceremonial events or events of cultural significance. Further details are available in our Leave Procedure as varied and amended from time to time.

## 7.22 Natural Disaster Leave

7.22.1 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.

7.22.2 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 accrued flex time or unpaid leave. 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 flex time or unpaid leave. (Example: You need to protect the safety and security of Your family or property).

## 7.23 Can I apply to take Unpaid Leave?

7.23.1 Urban Utilities may support applications for unpaid leave. Further details are available in our Leave Procedure as varied and amended from time to time.

## 7.24 Can I be required to work on Public holidays?

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

New Year's Day	Anzac Day
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 Eve (6:00pm onwards)
Easter Monday	Christmas Day
Boxing Day	

or any holidays declared or prescribed by, or under, a law of a State or Territory notwithstanding any other provision in this Agreement, You will be paid at a maximum of 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.

7.24.2 In relation to the part-day public holiday on Christmas Eve:

- (i) You will be paid double time and a half for the hours required to be worked from 6:00pm to 12:00am;
- (ii) You will not otherwise be paid for that part-day public holiday.

7.24.3 You and Urban Utilities may agree to substitute a public holiday with an alternative day.

7.24.4 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 at the ordinary rate, 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 ordinary hours do not usually 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.

7.24.5 If You are rostered to perform overtime on a public holiday that is not continuous with Your ordinary hours, You

will receive a minimum payment for two hours' work.

- 7.24.6 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.
- 7.24.7 Subject to 7.24.2, if You are a Shift Worker as defined in clause 1.6(q), and 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 at ordinary rates in addition to the ordinary week's pay in respect of the period of the public holiday. Urban Utilities may instead of making such additional payment, grant an equivalent period of leave for each such holiday which may be taken at such time as is agreed between You and Urban Utilities.
- 7.24.8 For the sake of clarity, the maximum total payment You will receive per hour for working on a public holiday will be double time and half.

## **7.25 Do I have access to paid leave if I experience Domestic and Family Violence?**

- 7.25.1 Urban Utilities 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.
- 7.25.2 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.
- 7.25.3 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.
- 7.25.4 Such leave will be capped at five (5) days' paid leave per calendar year (pro rata for part time Employees and Employees to whom clause 3.2.2 applies) 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 flex balances.
- 7.25.5 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.
- 7.25.6 All personal information concerning family violence will be kept confidential in line with Urban Utilities' privacy policies and relevant legislation. No information will be kept in an employee's records without their express written permission.
- 7.25.7 If You experience family violence, You may raise the issue with Your Leader, Manager, or a designated contact in the People and Safety Team.
- 7.25.8 Urban Utilities will make every effort where practicable to accommodate:
  - (i) Any temporary changes to Your span of hours, pattern of hours, or rosters;
  - (ii) Changes to Your work telephone number or Your work email address to avoid harassing contact; or
  - (iii) Any other appropriate measure including those available under existing provisions for flexible work arrangements.

## Signatures Page

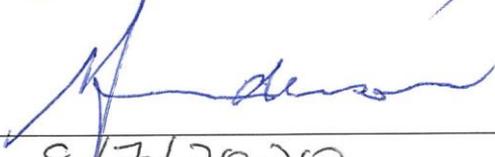
### Signed for and on behalf of Urban Utilities by its authorised representative

Name	James Dymock
Address	Level 2 / 15 Green Square Close Fortitude Valley QLD 4006
Authority to sign	Chief Experience Officer
Signature	
Date	08.07.2020
Witness signature	
Witness name	Michelle Zito
Date	08.07.2020

### Signed for and on behalf of Employee representative

Name	John Bratt
Address	180 Ashridge Rd Darra QLD 4076
Authority to sign	Employee Bargaining Representative
Signature	
Date	06.07.2020
Witness signature	
Witness name	Emily Leonard
Date	06.07.2020

### Signed for and on behalf of Australian Municipal, Administrative, Clerical and Services Union by its authorized representative

Name	NEIL HENDERSON
Address	32 PEEL ST. STA BRISBANE
Authority to sign	BRANCH SECRETARY
Signature	
Date	8/7/2020
Witness signature	
Witness name	Chevaughan Grey
Date	8/7/2020.

## Schedule One: Wage Rates

### SAS Laboratory Wage Rates

Base Hourly Rate exclusive of 14% Employer Superannuation

Level	Operational Date (Hourly Base)
LAB1A	\$ 59.07
LAB2A	\$ 52.08
LAB2B	\$ 48.58
LAB3A	\$ 45.09
LAB3B	\$ 40.90
LAB4A	\$ 38.22
LAB4B	\$ 37.52
LAB5A	\$ 34.65
LAB5B	\$ 34.65
LAB5C	\$ 34.65
LAB5D	\$ 33.52
LAB6A	\$ 31.82
LAB6B	\$ 30.72

Base Hourly Rate exclusive of 9.5% Employer Superannuation

Level	Operational Date (Hourly Base)
LAB1A	\$ 61.50
LAB2A	\$ 54.22
LAB2B	\$ 50.58
LAB3A	\$ 46.95
LAB3B	\$ 42.58
LAB4A	\$ 39.79
LAB4B	\$ 39.06
LAB5A	\$ 36.08
LAB5B	\$ 36.08
LAB5C	\$ 36.08
LAB5D	\$ 34.90
LAB6A	\$ 33.13
LAB6B	\$ 31.98

## Schedule Two: Classification Levels

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 from one level to another is vacancy controlled. There is no progression within sub-levels of the same level.

### Level Lab One

#### **Authority and Accountability**

The freedom to provide effective management of major projects or sections within their area of expertise. Provides a professional advisory to internal and external parties on topics of key significance. The influence of positions at this level will have an important role in the overall performance of the division.

#### **Judgment and Problem Solving**

Roles at this level work independently on a variety of problems that require analysis to determine appropriate solutions that are based on circumstances, facts and issues. Roles at this level may resolve operational issues and oversee frameworks emanating from the strategic plan.

#### **Specialist Knowledge and Skills**

Positions at this level require knowledge and skills for the direction and support of a key function or major functions within a division. Positions require specialist and expert knowledge and skills involving creativity and innovation in addressing and resolving complex issues. Roles at this level are required to possess a sound understanding of Urban Utilities' purpose, strategic plan and organisational goals.

#### **Management Skills**

Ability to establish and/or monitor goals and objectives of the business and may manage employees, budgets, work programs or major projects of the employer. Employees at this level will utilize leadership, evaluation and monitoring skills to facilitate objectives and generate innovative approaches in a dynamic work environment.

#### **Interpersonal Skills**

Highly constructive and influential skills to motivate others to achieve critical objectives. Employees at this level are expected to use conflict resolution skills to resolve complex issues that are impacting business objectives.

#### **Qualifications and Experience**

Qualifications of a relevant degree or equivalent, considerable practical experience and management experience.

### Level Lab Two

#### **Authority and Accountability**

The freedom to provide professional and high-level specialist services and complete projects that have many conceptual complexities.

#### **Judgment and Problem Solving**

Roles at this level require an employee to interpret and analyze information to make a decision. At this level an employee is required to exercise their judgment to develop process and procedures. This requires professional knowledge and may need innovative solutions. The nature of the work is specialized with tools and methods developed from theory or precedent.

#### **Specialist Knowledge and Skills**

Positions at this level require extensive knowledge and high-level skills that relates to a specific area where there is a requirement to resolve issues having complexity with an understanding of Urban Utilities' purpose, strategic plan and organisational goals.

#### **Management Skills**

Ability to manage self, work tasks and provide supervision to groups to achieve specific and set objectives. Employees at this level may manage more complex projects involving people and other resources. Employees at this level will utilize leadership skills and have a knowledge of people related practices and the ability to implement those related practices where required.

### **Interpersonal Skills**

Constructive and persuasive communication skills to provide specialized 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 relevant degree and/or considerable specialist experience.

## **Level Lab Three**

### **Authority and Accountability**

The freedom to act to provide professional and/ or specialist technical services and advice and may complete projects in consultation with other employees. Employees may work with a team where there is a requirement to review and approve some complex work.

### **Judgment and Problem Solving**

This level role will require assessment of options with complexity to solve problems. Solutions require professional knowledge in reaching decisions and recommendations. Precedent is available from internal sources and assistance is available from other professional and/or specialists in the work area.

### **Specialist Knowledge and Skills**

Positions at this level require considerable specialist knowledge in a skill area that relates to a specific task. There may be a requirement to solve complex issues whilst demonstrating an understanding of Urban Utilities' purpose, strategic plan and organisational goals.

### **Management Skills**

Ability to manage self, work tasks and provide supervision to groups to achieve specific and set objectives. Employees at this level may manage minor projects involving groups of employees and other resources. Employees at this level utilize basic leadership skills and will have knowledge of Urban Utilities' people and safety practices and can implement those related practices where required.

### **Interpersonal Skills**

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

### **Qualifications and Experience**

Qualifications and/or relevant experience in accordance with the requirements of work which may be acquired through a degree.

## **Level Lab Four**

### **Authority and Accountability**

The freedom to act within the scope of policies where an employee at this level provides advice. Employees may provide advice and/ or communicate to various stakeholders including internal/external customers. Employees at this level are accountable for quality, effectiveness, cost and timeliness of their work and for the care of the assets entrusted to them.

### **Judgment and Problem Solving**

This level of role may be required to exercise judgment and solve problems through analyzing several options through procedures and policies. Typical judgments may require variation of priorities and approaches with complexity.

### **Specialist Knowledge and Skills**

These positions require proficient specialist knowledge in skill areas, application relating to complex elements and an understanding of Urban Utilities' purpose and business plan.

### **Management Skills**

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

**Interpersonal Skills**

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

**Qualifications and Experience**

Qualifications and/or relevant experience in accordance with the requirements of work in this level which may be acquired through an advanced diploma or degree and/or appropriate in-house training.

**Level Lab Five****Authority and Accountability**

The freedom to act within the scope of established standards and procedures and may plan their work a week in advance. The effects of decisions and/or actions are usually limited to a localized 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. In addition, they may be accountable for leading employees in relevant duties.

**Judgment 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 require proficiency in the application of some complex knowledge and an understanding of Urban Utilities' purpose and organisational goals.

**Management Skills**

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

**Interpersonal Skills**

Constructive and persuasive communication skills to communicate with internal and external parties. This includes gaining cooperation and assistance from stakeholders and the use of conflict resolution skills, including explaining policy.

**Qualifications and Experience**

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

**Level Lab Six****Authority and Accountability**

Freedom to act utilizing skills and knowledge under general supervision. Positions in this band may be required to coordinate lower level employees in similar or related work. Employees are accountable for quality, quantity and timeliness of their work, and for the care of the assets entrusted to them.

**Judgment and Problem Solving**

These positions require personal judgment 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 an understanding of Urban Utilities' purpose.

**Management Skills**

Ability to manage self, work tasks and may co-ordinate other lower level employees. Employees at this level will have knowledge of safety practices, policies and procedures.

**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 III or equivalent.