



DECISION

Fair Work Act 2009

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

Central SEQ Distributor-Retailer Authority T/A Urban Utilities
(AG2022/1799)

APPLICATION FOR APPROVAL OF THE URBAN UTILITIES’ ADMINISTRATIVE AND TECHNICAL EMPLOYEES’ ENTERPRISE AGREEMENT 2022

Water, sewerage and drainage services

COMMISSIONER SPENCER

BRISBANE, 14 JUNE 2022

*Application for approval of the Urban Utilities’ Administrative and Technical Employees’
Enterprise Agreement 2022*

[1] An application has been made for approval of the *Urban Utilities’ Administrative and Technical Employees’ Enterprise Agreement 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by Central SEQ Distributor-Retailer Authority trading as Urban Utilities. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] The Australian Workers Union, being bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 21 June 2022. The nominal expiry date of the Agreement is 30 June 2025.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE516255 PR742599>



UrbanUtilities

**URBAN UTILITIES
ADMINISTRATIVE AND TECHNICAL EMPLOYEES' ENTERPRISE
AGREEMENT 2022**

Table of Contents

PART 1 – PRELIMINARY MATTERS	4
1.1 What is this Agreement called?	4
1.2 When does this Agreement apply?	4
1.3 What is the effect of this Agreement?	4
1.4 Who is covered by this Agreement?	4
1.5 Renewal or Replacement of Agreement	4
1.6 Company Policies and Procedures.....	4
1.7 Definitions	4
PART 2 - AGREEMENT FLEXIBILITY, DISPUTE RESOLUTION AND CONSULTATION	6
2.1 How can this Agreement be tailored to suit me?	6
2.2 How are Disputes settled under this Agreement?	6
2.3 How will I be consulted about major workplace change?	7
2.4 How will Urban Utilities consult with me about changes to rosters or hours of work?	8
PART 3 – YOUR EMPLOYMENT AT URBAN UTILITIES	8
3.1 Nature of Your Employment.....	8
3.2 Full time Employees.....	8
3.3 Part time Employees.....	8
3.4 Casual Employees	9
3.5 Maximum Term Employee	9
3.6 Probationary Period	9
3.7 Notice of Termination of Employment.....	10
3.8 What happens in the event of Redundancy?	10
3.9 Voluntary Redundancy	12
3.10 Support Options	12
3.11 Abandonment of Employment	12
PART 4 – WAGE AND SALARY MATTERS	12
4.1 Wage Rates and Pay Cycle.....	12
4.2 What happens if I am overpaid?.....	12
4.3 Can I salary sacrifice?	12
4.4 What are my Superannuation benefits?	13
4.5 When do I receive Higher Duties for acting in a higher role?	14
4.6 What happens if I am Seconded to another role?.....	14
PART 5 – WHAT ALLOWANCES AND REIMBURSEMENTS WILL I RECEIVE?	14
5.1 When does a Meal Allowance apply?.....	14
5.2 Who receives a First Aid Allowance?.....	14
5.3 Adverse Conditions Allowance	14
5.4 Can I use my car for work?	15
5.5 Compensation for travel time	16
5.6 On Call Allowance.....	16
5.7 Call Out	16
5.8 Emergency Call Out	16
5.9 Remote Response Allowance	17
5.10 Emergency Remote Response when not on call.....	17

PART 6 - HOURS OF WORK AND RELATED MATTERS.....	17
6.1 What are my hours of work?	17
6.2 What is the span of hours?	17
6.3 What breaks do I receive if I am a Day Worker?	17
6.4 What happens if I am a Shift Worker?.....	17
6.5 What happens if I am a Rotational Worker?	18
6.6 Breaks—Shift Workers.....	19
6.7 Breaks—Rotational Workers	19
6.8 What penalty rates will I be paid as a Shift Worker?.....	19
6.9 What penalty rates will I be paid as a Rotational Worker?	20
6.10 What is classed as overtime and am I required to work overtime?	20
6.11 Payment for overtime	20
6.12 Fatigue Management	21
6.13 Flexible Working Arrangements	21
6.14 Flex Time.....	21
PART 7 – LEAVE AND PUBLIC HOLIDAYS	22
7.1 How much Annual Leave do I receive?.....	22
7.2 What Annual Leave loading will I receive?	22
7.3 Can I be directed to take Annual Leave?	22
7.4 Can I purchase additional leave?.....	22
7.5 Can I cash out my Annual Leave?	23
7.6 When can I take Personal/Carer’s Leave?	23
7.7 What are my Long Service Leave entitlements?	23
7.8 Can I cash out my Long Service Leave?	24
7.9 Can I be directed to take my Long Service Leave?.....	24
7.10 Compassionate Leave	24
7.11 Bereavement Leave	25
7.12 Parental Leave	25
7.13 Community Service Leave	25
7.14 Defence Reservist Leave	25
7.15 Jury Service	26
7.16 Blood and Blood Cells Donor Leave.....	26
7.17 Cultural and Ceremonial Leave.....	26
7.18 Natural Disaster Leave.....	26
7.19 Can I apply to take Unpaid Leave?	26
7.20 Can I be required to work on Public holidays?	27
7.21 Do I have access to paid leave if I experience Domestic and Family Violence?	27
7.22 Industrial Relations Education Leave.....	28
Signatures Page.....	29
Schedule One: Wage Rates	38
Schedule Two: Classification Levels.....	39

PART 1 – PRELIMINARY MATTERS

1.1 What is this Agreement called?

This Agreement is known as the Urban Utilities' Administrative and Technical Employees' Enterprise Agreement 2022 (the Agreement).

1.2 When does this Agreement apply?

This Agreement will operate from seven (7) days after it is approved by the Fair Work Commission (the Operational Date). The nominal expiry date of this Agreement is 30 June 2025.

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 in a classification described by Schedule Two and who are not covered by the Urban Utilities' SAS Laboratory Employees' Enterprise Agreement 2020 or the Urban Utilities Operational and Field Employees' Enterprise Agreement 2021 as amended from time to time. For the sake of clarity, the excluded roles named in Schedule Two of this Agreement are not covered by this Agreement.

1.5 Renewal or Replacement of Agreement

The Parties will commence formal negotiations to renew or replace this Agreement three (3) months prior to the nominal expiry date of this Agreement.

1.6 Company Policies and Procedures

Company policies and procedures do not form part of this Agreement. Employees are required to comply with the Company policies and procedures as varied or replaced from time to time.

1.7 Definitions

In this Agreement, the following definitions apply:

- (a) **Act** means the *Fair Work Act 2009* (Cth) as amended or replaced from time to time.
- (b) **Afternoon shift** means any shift (other than a 12 hour shift) finishing after 1900 and at or before midnight.
- (c) **Agreement** means *Urban Utilities Administrative and Technical Employees' Enterprise Agreement 2022* (the Agreement).
- (d) **Approval** means approval of the Agreement by the Fair Work Commission.
- (e) **Classification Level** means a concise statement of the duties, skills and responsibilities indicative of a given classification level as described by Schedule Two.
- (f) **Day Worker** means an Employee who works their Ordinary Hours within the span of hours.
- (g) **Double time** means an additional 100% penalty payment for hours worked.
- (h) **Double time and a half** means an additional 150% penalty payment for hours worked.

- (i) **Employee** is the collective term which covers all classifications in Schedule Two of this Agreement.
- (j) **FWC** means the Fair Work Commission.
- (k) **Grandfathered** for the purposes of clause 3.2.2 means maintained.
- (l) **Hourly Rate** means the respective hourly ordinary time rate for an Employee in Schedule One – Wage Rates, for their respective classification level.
- (m) **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.
- (n) **NES** means the National Employment Standards contained in Part 2-2 of the *Fair Work Act 2009* (Cth).
- (o) **Night shift** means any shift finishing after midnight and at or before 0800.
- (p) **Operational date** means the date which is seven (7) days after the date the Agreement is approved by the Fair Work Commission.
- (q) **Ordinary Hours** means your weekly hours referred to in clause 3.2 or clause 3.3.
- (r) **Parties** means:
 - i. Urban Utilities;
 - ii. Employees employed by Urban Utilities in a classification that is described by Schedule Two and who are not covered by the Urban Utilities' SAS Laboratory Employees' Enterprise Agreement 2020 or the Urban Utilities Operational and Field Service Employees' Enterprise Agreement 2021 as amended from time to time; and
 - iii. The Unions.
- (s) **Rotational Worker** means 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 rostered on-call in accordance with clause 5.6.1
- (t) **Shift Worker**, for the purpose of section 87 of the Act and for the purposes of clause 7.2.2 of this Agreement, means
 - i. an Employee who performs their duties in rotation through the various shifts covering a 24/7 roster, as allocated by Urban Utilities; or
 - ii. an Employee who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week and is regularly rostered to work on Sundays and public holidays.
- (u) **Time and a half** means an additional 50% penalty payment for hours worked.
- (v) **Unions** means the Australian Municipal, Administrative, Clerical and Services Union (TSU), The Australian Worker's Union (AWU) and the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AMWU).
- (w) **Urban Utilities** is the trading name for the Central SEQ Distributor-Retailer Authority ABN 86 673 835 011.
- (x) **Urban Utilities Policy** means a policy or procedure within Urban Utilities as amended from time to time.
- (y) **You / Your** means an Employee covered by this Agreement.

PART 2 - AGREEMENT FLEXIBILITY, DISPUTE RESOLUTION AND CONSULTATION

2.1 How can this Agreement be tailored to suit me?

You and 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.

2.2 How are Disputes settled under this Agreement?

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

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

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

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

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

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

Step 1

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

Step 2

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

Step 3

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

Step 4

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

2.3 How will I be consulted about major workplace change?

This clause applies if 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.

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 Urban 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. 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 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 Employee(s):
 - 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 (which could include a union).

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

PART 3 – YOUR EMPLOYMENT AT 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 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 Operational Date of this Agreement, your hours of work will be Grandfathered unless you supervise a group of operational Employees (for example Field Service Team Leaders and Service Delivery Leaders) who work an average of 38 hours per week, You change roles, or You opt to move to a 38 hour week (subject to operational needs). If You supervise a group of Employees who work a 38 hour week, depending on operational requirements, You may be required to work 38 hours per week effective from the Operational Date of this Agreement.
- 3.2.3 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 If You were engaged to work regular ordinary hours less than an average of 36.25 hours per week prior to the Approval of this Agreement, your hours of work will be Grandfathered unless you change roles.
- 3.3.3 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.
- 3.3.4 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.
- 3.3.5 Urban Utilities is required to roster a part time Employee for a minimum of three consecutive ordinary hours on any shift.
- 3.3.6 All time worked in excess of the hours as agreed under clause 3.3.3 or varied under clause 3.3.4 will be either taken as flex or paid for at the overtime rates prescribed in clause 6.11 or 6.14 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.
- 3.3.7 The provisions in this Agreement apply to part time employees on a pro-rata basis according to the number of ordinary hours worked, unless a particular clause in our Agreement expressly provides otherwise.

3.4 Casual Employees

- 3.4.1 A Casual Employee is an Employee who do not have regular or systematic hours of work or an expectation of continuing work. A casual Employee is an Employee who is engaged and paid as such but will not include a part time or full time Employee.
- 3.4.2 Casual Employees will be paid, in addition to the ordinary hourly rate an additional loading of 25% of the ordinary hourly rate for the classification in which they are employed as compensation instead of paid leave.
- 3.4.3 Penalties (including public holiday penalties) and overtime for casual Employees will be calculated on the ordinary hourly rate for the classification in which they are employed exclusive of the casual loading.
- 3.4.4 A casual Employee shall be engaged for a minimum of two hours' work on each occasion they are engaged. Each engagement is stand alone.
- 3.4.5 The casual loading outlined in the clause 3.4.2 is paid instead of You being provided with the following entitlements:
- (a) annual leave and leave loading under clauses 7.1 and 7.2;
 - (b) paid Personal/Carer's Leave under clause 7.6; and
 - (c) other attributes of full time or part time employment.
- 3.4.6 If You are a casual Employee, the following clauses will not apply to You:
- (a) First aid allowance;
 - (b) Annual leave;
 - (c) Personal/Carer's leave (except for unpaid carer's leave clause 7.6.9);
 - (d) Parental leave (except for clause 7.12.2);
 - (e) Redundancy entitlements; and
 - (f) Notice of termination provisions.
- 3.4.7 Right to permanent conversion
- (a) If You are a regular casual Employee You may request that Your employment be converted to full time or part time employment.
 - (b) 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
 - (c) 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 Your employment converted to full time employment.
 - (d) 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.
 - (e) Any request under clause 3.4.7 must be in writing and provided to Urban Utilities.
 - (f) 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 Employee

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 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:

- (a) Your ordinary hours of work;
 - (b) the amounts ordinarily payable to You in respect of those hours, including (for example) allowances, loading and penalties; and
 - (c) 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 due to You 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 the Urban Utilities 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 position is redundant.

- 3.8.6 When Urban Utilities has determined that a position is redundant, Urban Utilities will follow the consultation process outlined in clause 2.3 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 position is redundant.
- 3.8.8 If You accept alternative employment at a classification with a lower rate of pay, You will continue to receive as a minimum, Your ordinary salary immediately prior to redeployment for a period of six (6) months.
- 3.8.9 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:

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

- 4.1.1 Your wage rates are set out in Schedule One, and incorporate wage increases. These increases will be paid from the first full pay period on or after the dates specified in Schedule One.
- 4.1.2 Urban Utilities will pay Your salary into your nominated bank account. You will be paid on a weekly basis. 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 to impacted Employees.
- 4.1.3 The relevant wage rate is subject to the applicable superannuation rate determined in accordance with clause 4.4 below.

4.2 What happens if I am overpaid?

- 4.2.1 Where an overpayment has been made through no fault of the Employee, the overpayment will be reimbursed to Urban Utilities within a reasonable time frame, which will take into account Your individual circumstances and will be agreed to in writing.
- 4.2.2 Where an overpayment has been made, sums payable to You on termination may be reconciled to take into account any sums that You owe to 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 applicable legislation.
- 4.3.2 By entering into a salary sacrifice agreement, You agree to be responsible for any costs associated with this arrangement.

4.4 What are my Superannuation benefits?

4.4.1 Your superannuation benefits will depend on:

- (a) the type of Employee You are; and
- (b) in some cases, the wage election You have made in accordance with this clause.

4.4.2 If You are an Employee who was transferred under the South-East Queensland Water (Distribution and Retail Restructuring) Act 2009 from either Brisbane City Council, Ipswich City Council, Scenic Rim Regional Council, Lockyer Valley Regional Council or Somerset Regional Council to Urban Utilities as at 1 July 2010 (Council Transferred Employee), Your superannuation contributions and wage rate are set out in Item A of the table at clause 4.4.6.

4.4.3 If You are a Council Transferred Employee who is eligible to contribute to a defined benefit fund in accordance with the trust deed of the Local Government Superannuation Scheme (LGIA Super) your superannuation contributions and wage rate are set out in Item B of the table below.

4.4.4 If You are not a Council Transferred Employee, You are able to choose your superannuation contributions and wage rate from either Item C or D in the table at clause 4.4.6.

4.4.5 Those Employees who remain on a defined benefit scheme as per the provisions of LGIA Super, will be required to continue to contribute the required six (6) % Employee contributions based on the conditions of LGIA Super.

4.4.6 Applicable Superannuation Rates

Item	Relevant Wage Rate	Urban Utilities superannuation contribution	Your superannuation contribution
A For Council Transferred Employees only	As set out in column 1 of Schedule 1	14%	6%
B Council Transferred Employees who are eligible to contribute to a defined benefit fund of LGIA Super	As set out in column 1 of Schedule 1	14% as a minimum unless a greater amount is otherwise stipulated by LGIA Super based on actuarial advice in accordance with Local Government Superannuation Trust Deed.	6%
C For Employees who are not Transferred Council Employees	As set out in column 1 of Schedule 1	14%	No contribution required
D For Employees who are not Transferred Council Employees	As set out in column 2 of Schedule 1	Superannuation Guarantee Contributions	No contribution required

4.4.7 If you are a Transferred Council Employee your superannuation contributions must be made to LGIA Super.

4.4.8 If you are not a Transferred Council Employee, you may choose your own compliant superannuation fund in accordance with the *Superannuation Guarantee (Administration) Act 1992 (Cth)* or any replacement act. If You do not choose a superannuation fund, superannuation contributions will be made in line with the Australian Tax Office or legislative requirements.

4.4.9 Urban Utilities will make superannuation contributions in accordance with clause 4.4.6 to Your relevant compliant superannuation fund.

4.4.10 In the event that the minimum superannuation contribution under *the Superannuation Guarantee (Administration) Act 1992 (Cth)* is increased over the life of this Agreement, any change to the minimum superannuation contribution may result in a change (including a reduction) to the base salary component of your Total Annual Salary (base rate plus superannuation), 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 three (3) consecutive 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) consecutive days, that is not classified in this Agreement, You will be paid at a level in accordance with your skills and experience required for that role.
- 4.5.3 Higher duties will not be paid when the relieving Employee is absent on leave other than being absent on personal leave or a public holiday.
- 4.5.4 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.

PART 5 – WHAT ALLOWANCES AND REIMBURSEMENTS WILL I RECEIVE?

5.1 When does a Meal Allowance apply?

- 5.1.1 A Meal Allowance in relation to overtime will be paid to You when:
 - (a) 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 \$19.57; or
 - (b) 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 \$12.42.
- 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 a First Aid Allowance?

If You hold an appropriate First Aid qualification and are appointed by Urban Utilities as a First Aid Officer, You will be paid an additional weekly allowance of \$15.39. Payment for the purposes of this allowance will be prorated while You are on periods of leave. 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 shall be paid an hourly allowance in addition to their base hourly rate, at the rates specified in clause 5.3.2, for each hour of time worked by direction under adverse working conditions as defined in clauses 5.3.3. This allowance shall not be paid to Employees engaged at sewerage treatment plants.
- 5.3.2 Employees will be paid as follows for each hour in which work under adverse working conditions is performed:
 - (a) Level 1 working conditions – \$0.83 per hour; or
 - (b) Level 2 working conditions— \$1.18 per hour; or
 - (c) Level 3 working conditions— \$11.84 per hour.
- 5.3.3 Adverse Working Conditions Definitions
 - 5.3.3.1 Adverse Conditions Level 1 (Sampling Allowance)

If You, as part of Your duties are required to collect samples during Your Ordinary Hours, You will be entitled to receive a sampling allowance. This allowance will compensate You for all adverse conditions associated for obnoxious, offensive or dirty working conditions including (but not limited to):

 - (a) working in wet places including standing in water;
 - (b) working in different climatic conditions such as working in the rain or hot places where temperatures are artificially raised above 45 degrees Celsius;
 - (c) working in dusty, muddy or dirty conditions;
 - (d) operating mechanical and pneumatic equipment;
 - (e) working where there is a lack of amenities; or
 - (f) working around environmental or natural hazards.

5.3.3.2 Adverse Conditions Level 2

The Level 2 working conditions allowance compensates for the nature of highly obnoxious, offensive or dirty work, which typically includes:

- (a) physical or mechanical means of clearing sewer chokes;
- (b) maintenance, connections to and/or repair of sewerage equipment including pumps;
- (c) physically handling infected materials;
- (d) cleaning septic tanks, septic closets and/or chemical closets by physical or mechanical means; or
- (e) collection removal and/or disposal of, sludge from cess pits and/or grease traps
- (f) entry into a designated confined space for the purpose of inspections and/or asset assessment or acting as a Stand-by Person within a team during entry into a designated confined space.

5.3.3.3 Adverse Conditions Level 3

The Level 3 working conditions allowance compensates for the nature of extremely obnoxious, offensive or dirty work in septic and sewerage treatment services, which typically includes:

- (a) physically working in live sewers or digestion tanks and handling live sewage;
- (b) physically cleaning aeration ponds or wet wells at Sewage Pumping Stations and handling live sewage; or
- (c) physically cleaning septic tanks, septic closets and/or chemical closets other than by mechanical means where Employees are standing in live sewage.

The term "live sewer" shall mean work carried out in situations where there is direct aerial connection with a sewer through which sewage is flowing. Direct aerial connection (direct exposure to vapours and aerosols and excluding odour) shall be interpreted as working within the same confined area as a sewer through which sewage is flowing, such as a wet well, manhole or trench.

The term "live sewer" shall also include work in connection with septic tanks and cleaning of mechanical plant if such plant is contaminated with sewage.

For the sake of clarity sewer means all areas of the sewerage system up to, but not including, the chlorinated effluent of the Sewerage Treatment Plant.

Where aerial connection with a sewer or septic tank is blocked by a disc, plug, valve, water seal or other means, the Adverse conditions Level 3 rate shall not apply.

5.3.4 The Adverse Conditions allowances are not payable during periods of paid or unpaid leave.

5.3.5 All work carried out, where contact with sewage is possible, shall be carried out using correct Protective Equipment and Procedures, as per the relevant Urban Utilities Policies and Procedures and the *Work Health and Safety Act 2011 (Qld)*.

5.3.6 In addition to the payment of this allowance, Urban Utilities will supply all appropriate protective clothing and equipment for working in the particular adverse conditions.

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 Urban Utilities corporate offices, treatment plants, Urban Utilities depots including work sites, 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.

5.4.3 Urban Utilities may require You to record full details of all such official travel requirements in a log book.

5.4.4 Urban Utilities will not pay You in accordance with clause 5.4 if:

- (a) Urban Utilities has not authorised for You to use Your own car;
- (b) Urban Utilities has provided You with the use of a Urban Utilities vehicle (including the use of a pool car or fleet vehicle);
- (c) Urban Utilities supplies You with a reasonable means of transport to travel to and from the alternate location in clause 5.4.1; or
- (d) Your vehicle is under a novated lease.

5.5 Compensation for travel time

- 5.5.1 If You are required to commence or finish work at a location that is alternate to your usual work location, any commuting time that is in excess of your regular commuting time will be paid 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 or if You are performing a call out or emergency Call Out outside of your normal working hours, as You will already be paid from the time You leave home.

5.6 On Call Allowance

- 5.6.1 Sometimes 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 If You are On Call You will be paid per day:

When You are Rostered On Call	Allowance per Day
Monday to Friday (up until 23:59 Friday)	\$ 40.00
Saturday	\$ 53.00
Sunday	\$ 60.00
Public Holiday (From 00:00 – 23:59)	\$100.00

- 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 back to Your normal place of residence.
- 5.7.6 If You are Called Out two (2) hours or less prior to the commencement of Your Ordinary Hours, this will be deemed as overtime that is continuous with your Ordinary Hours, rather than treated as a Call Out.

5.8 Emergency Call Out

- 5.8.1 If you are requested to perform a Call Out and You agree to do so, and you are not in receipt of the On Call allowance in clause 5.6, 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 6.11. 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 6.11 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 an On Call allowance for Remote Response must hold themselves available to immediately:
- (a) respond to phone calls or messages;
 - (b) provide advice ('phone fixes');
 - (c) arrange call out/rosters of other Employees; and
 - (d) remotely monitor and/or address issues by remote telephone and/or computer access.
- 5.9.3 If You are performing Remote Response, Urban Utilities requires You to maintain and provide to Urban Utilities 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 6.11 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 averaged over a period of 28 days in accordance with clause 3.2 and 3.3.

6.2 What is the span of hours?

- 6.2.1 The ordinary span of hours for all Employees other than Shift Workers and Rotational Workers is between 6:00am to 6:00pm 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.
- 6.3.2 You will receive a paid morning and afternoon break of 10 minutes each if You are a Day Worker. These breaks may be combined to one 20 minute break if operationally viable.

6.4 What happens if I am a Shift Worker?

- 6.4.1 A Shift Worker for the purpose of Part 6, is an Employee whose ordinary hours of work are worked outside the span of hours in clause 6.2.1. For the sake of clarity, Employees who work in the Contact Centre whose rostered shift finishes at 1900 are not deemed to be Shift Workers. If You are a Shift Worker, Your roster cycle will provide for an average of 38 ordinary hours, or in the event clause 3.2.2 applies to you an average of 36.25 ordinary hours, over a period not exceeding ten (10) weeks.
- 6.4.2 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.
- 6.4.3 The following conditions apply to the preparation of rosters for Shift Workers:
- (a) the roster must specify shift start and finish times and where time rostered is overtime;
 - (b) subject to clause 6.2.2, shifts must not exceed 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) Urban Utilities may implement 12 hour shifts (subject to the provisions of clause 6.2.2) 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 6.4.3(g) and (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, four (4) weeks' notice of rostered days off should be given provided that the days off may be changed by agreement or through sickness or other cause over which 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;
- (i) Subject to the approval of Urban Utilities, Employees may, by agreement, exchange shifts and days off, and will be paid in accordance with the actual time worked;
- (j) In the event that You work on Your RDO, You will receive overtime in accordance with clause 6.11 and will not be entitled to a substitute RDO.

6.5 What happens if I am a Rotational Worker?

- 6.5.1 A Rotational Worker for the purpose of Part 6, is an Employee whose ordinary hours of work are worked outside the span of hours in clause 6.2.1. For the sake of clarity, Employees who work in the Contact Centre whose rostered shift finishes at 1900 are not deemed to be Rotational Workers. If You are a Rotational Worker, Your roster cycle will provide for an average of 38 ordinary hours, or in the event clause 3.2.2 applies to you an average of 36.25 ordinary hours, over a period not exceeding ten (10) weeks.
- 6.5.2 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.
- 6.5.3 The following conditions apply to the preparation of rosters for Rotational Worker:
 - (a) the roster must specify shift start and finish times and where time rostered is overtime;
 - (b) subject to clause 6.2.2, shifts must not exceed 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) Urban Utilities may implement 12 hour shifts (subject to the provisions of clause 6.2.2) 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 6.4.3(g) and (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, four (4) weeks' notice of rostered days off should be given provided that the days off may be changed by agreement or through sickness or other cause over which 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;
 - (i) Subject to the approval of Urban Utilities, Employees may, by agreement, exchange shifts and days off, and will be paid in accordance with the actual time worked;
 - (j) In the event that You work on Your RDO, You will receive overtime in accordance with clause 6.11 and will not be entitled to a substitute RDO.

6.6 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 totalling 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.

6.7 Breaks—Rotational Workers

- (a) If You are a Rotational 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 Rotational Worker and You work a shift of 10 hours or longer, You will be entitled to crib breaks totalling 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.

6.8 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 6.4 will be paid at the following loadings:

Shift	Definition	Loading
Afternoon	Means any shift (other than a 12 hour shift) worked Monday to Friday finishing after 19:00 and at or before midnight.	Additional 17.5% loading paid for the entire shift.
Night	Means Ordinary Hours worked Monday to Friday finishing after midnight and at or before 0800 the following day.	Additional 30% penalty paid for the entire shift.
Saturday	All Ordinary Hours worked between midnight Friday and midnight Saturday.	Additional 50% (i.e Time and a half) penalty paid on Ordinary Hours for the first two (2) hours within this period and 100% (Double time) penalty for time after this period.
Sunday	All Ordinary Hours worked between midnight Saturday and midnight Sunday.	Additional 100% (Double time) 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.

6.9 What penalty rates will I be paid as a Rotational Worker?

An Employee who is a Rotational 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 6.5 will be paid at the following loadings:

Shift	Definition	Loading
Afternoon	Means any shift (other than a 12 hour shift) worked Monday to Friday finishing after 19:00 and at or before midnight.	Additional 17.5% loading paid for the entire shift.
Night	Means Ordinary Hours worked Monday to Friday finishing after midnight and at or before 0800 the following day.	Additional 30% penalty paid for the entire shift.
Saturday	All Ordinary Hours worked between midnight Friday and midnight Saturday.	Additional 50% (i.e Time and a half penalty paid on Ordinary Hours for the first two (2) hours within this period and 100% (Double time) penalty for time after this period.
Sunday	All Ordinary Hours worked between midnight Saturday and midnight Sunday.	Additional 100% (Double time) 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.

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

- 6.10.1 Urban Utilities may require You to work reasonable overtime as per the rates prescribed in clause 6.11 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.
- 6.10.2 Unless otherwise provided, overtime means all work performed at the direction of Urban Utilities:
- by Day Workers outside of the daily span of hours specified in clause 6.2 or in excess of the maximum ordinary hours on any day as provided for in clause 6.2;
 - by Shift Workers and Rotational Workers in excess of the hours for any day or shift in a roster prepared in accordance with clause 6.4 or clause 6.5; or
 - 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 6.10.2(a) or (b).

6.11 Payment for overtime

- 6.11.1 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.
- 6.11.2 Overtime worked on a Saturday will be paid at Time and a half for the first two hours and Double time thereafter.
- 6.11.3 Overtime worked on a Sunday will be paid at the rate of Double time.
- 6.11.4 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.
- 6.11.5 Overtime on a public holiday will be paid at Double time and a half. For the sake of clarity the total payment an Employee will receive per hour under this clause will be Double time and a half.
- 6.11.6 In computing overtime, each day's work stands alone.

6.12 Fatigue Management

- 6.12.1 Wherever reasonably practicable, Ordinary Hours will be arranged so that an Employee has at least ten (10) consecutive hours off duty between the work on successive days or shifts. For the sake of clarity, off duty does not include being On Call (i.e. in receipt of On Call allowance as per clause 5.6).
- 6.12.2 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
- 6.12.3 (10) consecutive hours off duty without loss of pay of Ordinary Hours occurring during such absence.
- 6.12.4 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.
- 6.12.5 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 fatigue break, it will not be unreasonably refused.

6.13 Flexible Working Arrangements

- 6.13.1 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:
 - (a) are the parent, or have responsibility for the care, of a child who is school aged or younger;
 - (b) are a carer (under the Carer Recognition Act 2010);
 - (c) have a disability and are qualified for a disability support pension under the Social Security Act 1991);
 - (d) are 55 or older;
 - (e) are experiencing family or domestic violence; or
 - (f) provide care or support to a member of their household or immediate family who requires care and support because of family or domestic violence.

6.14 Flex Time

- 6.14.1 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.
- 6.14.2 Flex time is available to You, subject to approval from Your Leader, where the individual work area requires variable hours due to business needs.
- 6.14.3 Any time worked in excess of Your Ordinary Hours is to be recorded as flex time or overtime in accordance with clause 6.11.
- 6.14.4 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.
- 6.14.5 Where practicable, flex time should be taken prior to, or in connection with annual leave and long service leave.
- 6.14.6 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 part time Employee. Once You reach Your maximum accrual, any approved time worked in excess of Your Ordinary Hours is to be recorded as overtime.
- 6.14.7 The taking of flex time is to be agreed between You and Your Leader so as to ensure that business operations are not impacted.
- 6.14.8 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.
- 6.14.9 If, on the termination of Your employment there is a Flex time accrual for time worked by You in accordance with clause 6.14.3 and it has not been taken, Urban Utilities must pay You for the Flex time at the overtime rate that was applicable 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 casual Employees. For each year of service with Urban Utilities, You are entitled to:
- (a) Four (4) weeks 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(t).
 - (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 cessation 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 as prescribed in Schedule One.
- 7.2.2 If You are a Shift Worker (as defined by clause 1.7(t)), and You would have worked shift work had You not been on annual leave, will be paid an annual leave loading of 17.5% on Your base rate of pay as prescribed in Schedule One, or the shift loading including relevant weekend shift rates, whichever is the greater, but not both.
- 7.2.3 If You are a Rotational Worker (as defined by clause 1.7(s)), and You would have worked shift work had You not been on annual leave, will be paid an annual leave loading of 17.5% on Your base rate of pay as prescribed in Schedule One, or the shift loading including relevant weekend shift rates, whichever is the greater, but not both.
- 7.2.4 Urban Utilities will pay your annual leave loading when You take annual leave.

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 In the event that 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) additional weeks of purchased leave per year; or
 - (b) Five (5) additional weeks of purchased per year, if you are a Shift Worker.
- 7.4.3 You must advise Urban Utilities of the amount you wish to have deducted from your pay. This will be set aside as payment during the period of additional leave.
- 7.4.4 Purchased leave must be taken in one block and be utilised within the 12 month period from the initial date of purchase. Purchased leave cannot be taken as half-pay. Annual leave loading is not payable on purchased leave.
- 7.4.5 Employees cannot 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 are able to take your purchased leave, this amount will be paid in your termination pay.

7.5 Can I cash out my Annual Leave?

- 7.5.1 You can apply to cash out annual leave by entering into a written agreement with 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:
 - (a) 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;
 - (b) the agreement must be signed by You and Urban Utilities;
 - (c) 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 as per the applicable clause prescribed by 7.2); and
 - (d) 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 (from date of cashing out) is two (2) weeks; and
- 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 casual Employees. 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/carers leave when You are:
 - (a) not fit for work because of a personal illness or personal injury;
 - (b) 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
 - (c) handling an unexpected emergency affecting a member of Your immediate family or Your household.
- 7.6.5 In an emergency, or when You cannot attend a medical appointment outside normal working hours, You may access up to (4) four hours of Your paid personal leave to attend such appointment, for which You will be required to produce a medical certificate. This time away from work will be granted via mutual agreement.
- 7.6.6 You will be paid your base rate of pay for the ordinary hours You would have worked in that period. Your base rate of pay does not include penalty rates, allowances, loadings or overtime.
- 7.6.7 You need to notify Your Leader as soon as practicable advising that You will be taking Personal/Carer's leave and the expected period You will be absent. As soon as reasonably practicable, You must contact Your Leader by telephone to advise of Your absence. A text message or email alone is not considered to be a sufficient means of communicating Your absence.
- 7.6.8 Should your Personal/Carer's leave period last more than 2 days, or should Urban Utilities require it, You will need to provide a medical certificate from a duly qualified medical practitioner.
- 7.6.9 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. You can only take unpaid Carer's leave when Your Personal leave balance has been exhausted.
- 7.6.10 Casual Employees are entitled to two (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 Full time Urban Utilities Employees are entitled to:
 - (a) 9.1 weeks of long service leave for every seven (7) years of continuous service; and
 - (b) 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 Long service leave can be taken in a minimum of a one week period, however lesser periods (ie a minimum of one day) may be negotiated between You and Urban Utilities in special circumstances.
- 7.7.7 If operationally viable, Urban Utilities may approve for You to take Your long service leave at half pay (if leave is being taken at half pay, a minimum period of two weeks will apply). Should this be the case, your long service leave accrual will also accrue at half the rate during this period.
- 7.7.8 Long service leave will be paid at your rate immediately before the leave is taken, subject to the exception in clause 4.5.3.
- 7.7.9 Long Service Leave does not accrue whilst on any periods of unpaid leave or if You are receiving an Income Protection Benefit.
- 7.7.10 Long Service Leave is only paid out on termination if You have seven (7) years or more of continuous service in accordance with section 95(4) of the *Industrial Relations Act 2016* (QLD).
- 7.7.11 If, while on long service leave, You are certified by a duly qualified medical practitioner as being incapacitated to an extent that You would be unfit to perform normal duties and You notify Urban Utilities as soon as practical, Your long service leave will be re-credited for this period and You will be paid personal leave for that period.
- 7.7.12 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:
 - (a) 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;
 - (b) the agreement must be signed by You and Urban Utilities; and
 - (c) 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 will discuss you being able to take your long service leave at a time 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 will provide you with three (3) months' written notice on the date on which you must take at least four (4) weeks long service leave. 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 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:
 - (a) contracts or develops a personal illness that poses a serious threat to their life; or
 - (b) sustains a personal injury that poses a serious threat to their life.
- 7.10.2 As soon as reasonably practicable, You must contact your Leader by telephone to advise of your absence. A text message or email are not considered to be a sufficient means of communicating your absence. You also need to advise Your Leader of the period or expected period of Your absence.
- 7.10.3 Compassionate leave may be taken in one continuous period or separate periods.
- 7.10.4 Casual Employees may access two (2) days of unpaid compassionate leave.

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 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 As soon as reasonably practicable You must contact Your Leader by telephone to advise of your absence. A text message or email are not considered to be a sufficient means of communicating Your absence. You also need to advise Your Leader of the period or expected period of Your absence.

7.11.3 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 Parental Leave

7.12.1 Employee entitlements in respect of Parental Leave shall be as prescribed in the National Employment Standards of the Act and the Leave Procedure.

7.12.2 Casual Employees are not entitled to paid parental leave. However, casual Employees who have been employed on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months are entitled to unpaid parental leave

7.13 Community Service Leave

7.13.1 Full time and part time 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) per occasion of paid community service leave to allow them to engage in voluntary emergency activities.

7.13.2 If an Employee is engaged in voluntary emergency activities in accordance with clause 7.13 and they have exhausted their paid entitlement in clause 7.13.1, 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.

7.13.3 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.

7.13.4 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.

7.13.5 Before You take community service leave, You should discuss it with Your Leader 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.

7.14 Defence Reservist Leave

7.14.1 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) as paid Defence Reservist 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.

7.14.2 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.

7.15 Jury Service

- 7.15.1 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.
- 7.15.2 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.

7.16 Blood and Blood Cells Donor Leave

- 7.16.1 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.
- 7.16.2 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.
- 7.16.3 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.

7.17 Cultural and Ceremonial Leave

- 7.17.1 You may request to access annual leave, Flex time 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.

7.18 Natural Disaster Leave

- 7.18.1 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:
- (a) You are isolated and unable to report to Your normal workplace or alternative office, depot or work site which is reasonably accessible; or
 - (b) You are unable to perform work reasonably required and which is safe to perform; or
 - (c) it is unsafe to continue working because of extreme conditions and You are required to leave the work site and return home.
- 7.18.2 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 Flex time or unpaid leave.
- 7.18.3 If You are required by personal circumstances to stay at home or leave work You may elect to access paid personal leave, annual leave, long service leave, accrued time off or unpaid leave. (Example: You need to protect the safety and security of Your family or property).

7.19 Can I apply to take Unpaid Leave?

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

7.20 Can I be required to work on Public holidays?

- 7.20.1 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 day under the *Holidays Act 1983* appointed to be in place of any such public holiday listed above, notwithstanding any other provision in this Agreement, You will be paid at the rate of double time and a half for the actual hours worked (minimum payment of two (2) hours as per clause 7.20.4). 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.

- 7.20.2 You and Urban Utilities may agree to substitute a public holiday with an alternative day.
- 7.20.3 An Employee (other than a Casual Employee), who would ordinarily be required to work on a day on which any public holiday falls, but who is not required to work, is entitled to full pay for the time the Employee would ordinarily have been required to perform work on that day. For the sake of clarity, if You are a Casual Employee who is not rostered to work or You are a part time Employee (engaged on any basis) whose hours do not include the day of the week on which the public holiday occurs, You will not be entitled to any payment or a day off in lieu.
- 7.20.4 If You perform overtime on a public holiday that is not continuous with Your shift, You will receive a minimum payment for two hours' work.
- 7.20.5 If You are a Shift Worker (as defined by clause 1.7(t)) You will only be paid at the public holiday rates for the time worked that falls within the public holiday. You will receive a minimum payment for two hours' work.
- 7.20.6 If You are a Shift Worker as defined by clause 1.7(t), if a public holiday occurs on a day on which You are rostered off while employed on a shift work rotating roster system, You will be paid a day's pay at ordinary rates (a day's pay will be calculated by looking at an average of the past ten (10) weeks) in addition to the ordinary week's pay. Urban Utilities may instead of making such additional payment, grant a day's leave for each such holiday which may be taken at such time as is agreed between You and Urban Utilities.
- 7.20.7 If you are a Shift Worker as defined by clause 1.7(t), if Christmas Eve (6.00pm onwards) occurs on a day on which You are rostered off while employed on a shift work rotating roster system, You will be paid a maximum of 6 hours pay at ordinary rates (that being the time from 6.00pm to 11.59pm on Christmas Eve) in addition to the ordinary week's pay. Urban Utilities may instead of making such additional payment, grant 6 hours leave for Christmas Eve which may be taken at such time as agreement between You and Urban Utilities.

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

- 7.21.1 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.
- 7.21.2 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.

- 7.21.3 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.
- 7.21.4 Such leave will be capped at five (5) days' paid leave per calendar year (pro rata for part time Employees) at Your base rate of pay for the Ordinary Hours You would have worked during that period. This leave does not accrue. If You need to access further leave, You may apply to access Your personal leave, annual leave or flex balances.
- 7.21.5 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.
- 7.21.6 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.
- 7.21.7 If You experience family violence, You may raise the issue with Your Leader, Manager, or a designated contact in the Experience Team.
- 7.21.8 Urban Utilities will make every effort where practicable to accommodate:
- (a) Any temporary changes to Your span of hours, pattern of hours, or rosters;
 - (b) Change to telephone number or work email address to avoid harassing contact; or
 - (c) Any other appropriate measure including those available under existing provisions for flexible work arrangements.

7.22 Industrial Relations Education Leave

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


Signatures Page

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

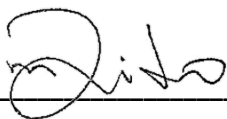
Name (print): James Dymock

Authority to Sign: Central SEQ Distributor - Retailer Authority trading as Urban Utilities

Address: Leve 2, 15 Green Square Close, Fortitude Valley Qld 4006

Signature:  _____

Witness Name (print): Michelle Zito

Witness Signature:  _____

Date: 06 / 06 / 2022

Signed for and on behalf of a bargaining representative

Name (print): _____

Authority to Sign: _____

Address: _____

Signature: _____

Witness Name (print): _____

Witness Signature: _____


Date: _____

Signed for and on behalf of a bargaining representative

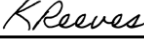
Name (print): Bryan A Dowling

Authority to Sign: Employee Bargaining Representative

Address: 2/15 Green Square Close, Fortitude Valley 4006

Signature: 

Witness Name (print): Kent L Reeves

Witness Signature: 


Date: 2 June 2022

Signed for and on behalf of a bargaining representative

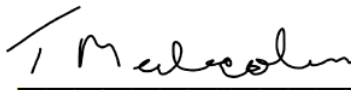
Name (print): Peter Degens

Authority to Sign: Employee Bargaining Representative

Address: Luggage Point Resource Recovery Centre

Signature: 

Witness Name (print): Thomas Malcolm

Witness Signature: 

Date: 06/06/2022

Signed for and on behalf of a bargaining representative

Name (print): _____

Authority to Sign: _____

Address: _____

Signature: _____

Witness Name (print): _____

Witness Signature: _____

Date: _____

Signed for and on behalf of a bargaining representative

Name (print): _____

Authority to Sign: _____

Address: _____

Signature: _____

Witness Name (print): _____

Witness Signature: _____

Date: _____

Signed for and on behalf of a bargaining representative

Name (print): _____

Authority to Sign: _____

Address: _____

Signature: _____

Witness Name (print): _____

Witness Signature: _____

Date: _____

Signed for and on behalf of a bargaining representative

Name (print): _____

Authority to Sign: _____

Address: _____

Signature: _____

Witness Name (print): _____

Witness Signature: _____

Date: _____

Signed for and on behalf of a bargaining representative

Name (print): _____

Authority to Sign: _____

Address: _____

Signature: _____

Witness Name (print): _____

Witness Signature: _____

Date: _____

Signed for and on behalf of a bargaining representative

Name (print): _____

Authority to Sign: _____

Address: _____

Signature: _____

Witness Name (print): _____

Witness Signature: _____

Date: _____

Signed for and on behalf of a bargaining representative

Name (print): _____

Authority to Sign: _____

Address: _____

Signature: _____

Witness Name (print): _____

Witness Signature: _____

Date: _____

Signed for and on behalf of a bargaining representative

Name (print): _____

Authority to Sign: _____

Address: _____

Signature: _____

Witness Name (print): _____

Witness Signature: _____

Date: _____

Signed for and on behalf of a bargaining representative

Name (print): _____

Authority to Sign: _____

Address: _____

Signature: _____

Witness Name (print): _____

Witness Signature: _____

Date: _____

Signed for and on behalf of a bargaining representative

Name (print): _____

Authority to Sign: _____

Address: _____

Signature: _____

Witness Name (print): _____


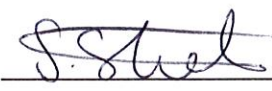
Witness Signature: _____

Date: _____

Signed for and on behalf of Australian Municipal, Administrative, Clerical and Services Union (TSU) by its authorised representative

Name (print): _____
Authority to Sign: _____
Address: _____
Signature: _____
Witness Name (print): _____
Witness Signature: _____
Date: _____

Signed for and on behalf of The Australian Worker's Union (AWU) by its authorised representative

Name (print): Stephen Baker
Authority to Sign: Queensland Branch Secretary
Address: 13/333 Adelaide street, Brisbane QLD 4000
Signature: 
Witness Name (print): Samantha Stokes
Witness Signature: 
Date: 1/6/2022

**Signed for and on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union
(AMWU) by its authorised representative**

Name (print): _____

Authority to Sign: _____

Address: _____

Signature: _____

Witness Name (print): _____

Witness Signature: _____

Date: _____

Schedule One: Wage Rates

14% Superannuation

Level	Operational Date (first full pay period following)	July 1 2022 (first full pay period including)	July 1 2023 (first full pay period including)	July 1 2024 (first full pay period including)
AT1	\$ 62.66	\$ 63.29	\$ 64.87	\$ 66.50
AT2	\$ 55.25	\$ 55.80	\$ 57.20	\$ 58.63
AT3	\$ 47.83	\$ 48.31	\$ 49.52	\$ 50.75
AT4	\$ 40.54	\$ 40.95	\$ 41.98	\$ 43.03
AT5	\$ 36.76	\$ 37.13	\$ 38.06	\$ 39.01
AT6	\$ 33.75	\$ 34.09	\$ 34.94	\$ 35.82

Superannuation Guarantee Contribution

Operational Date (first full pay period following)	July 1 2022 (first full pay period including)	July 1 2023 (first full pay period including)	July 1 2024 (first full pay period including)
\$ 64.94	\$ 65.30	\$ 66.63	\$ 67.99
\$ 57.26	\$ 57.57	\$ 58.75	\$ 59.94
\$ 49.57	\$ 49.84	\$ 50.85	\$ 51.89
\$ 42.02	\$ 42.25	\$ 43.11	\$ 43.99
\$ 38.10	\$ 38.30	\$ 39.09	\$ 39.88
\$ 34.98	\$ 35.17	\$ 35.89	\$ 36.62

**The rates detailed to apply on the first full pay period following Operational Date are inclusive of the 0.5% out of sequence increase paid effective 26 June 2021

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.

Level AT6

Authority and Accountability

Freedom to act utilising 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.

Judgement and Problem Solving

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

Specialist Knowledge and Skills

These positions require proficiency in the application of knowledge that has been acquired through on the job training elements and 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 II or III or equivalent.

Level AT5

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 localised work group or an individual job. This level is accountable for quality, quantity and timeliness of their work and for the care of the assets entrusted to them. In addition they may be accountable for leading Employees in relevant duties.

Judgement and Problem Solving

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

Specialist Knowledge and Skills

These positions 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 AT4

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.

Judgement and Problem Solving

This level of role may be required to exercise judgement and solve problems through analysing a number of options through procedures and policies. Typical judgements 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 AT3

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.

Judgement 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 utilise basic leadership skills and will have knowledge of Urban Utilities people and safety practices and have the ability to implement those related practices where required.

Interpersonal Skills

Constructive and persuasive communication skills to participate in technical discussions and use of conflict resolution skills 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 AT2

Authority and Accountability

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

Judgement and Problem Solving

Roles at this level require an Employee to interpret and analyse information to make a decision. At this level an Employee is required to exercise their judgement to develop process and procedures. This requires professional knowledge and may need innovative solutions. The nature of the work is specialised 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 utilise 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 specialised advice and conflict resolution skills to resolve issues. Employees are expected to write reports and/ or prepare correspondences in their field of expertise and may lead, motivate and direct Employees in different teams.

Qualifications and Experience

Qualifications and considerable practical experience to effectively control key elements of the job are required for roles at this level. Qualifications may include a relevant degree and/or considerable specialist experience.

Level AT1

The following roles at Level AT1 are excluded from coverage from this Agreement:

- all roles within the divisions of Digital and Information, Experience, Finance, and the Office of the CEO, Legal and Risk, and Corporate Affairs.
- all Engineers, Key Account Managers, Customer Experience roles and Project Manager roles and all roles that perform Information Technology (IT) functions.

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.

Judgement 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 utilise 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.