

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Tourism Queensland Employing Office Certified Agreement 2009

*Matter No. CA/2009/95*

Commissioner Thompson

25 September 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 25 September 2009 the Commission certifies the following written agreement:

**Tourism Queensland Employing Office Certified Agreement 2009 – CA/2009/95**

Made between:

Tourism Queensland Employing Office (ABN 25 149 879 059)

AND

The Queensland Public Sector Union of Employees.

The agreement was certified by the Commission on 25 September 2009 and shall operate from 25 September 2009 until its nominal expiry on 30 June 2012.

This agreement replaces Tourism Queensland Employing Office Certified Agreement 2007 (CA/2008/74).

By the Commission.

Commissioner Thompson

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

**Tourism Queensland Employing Office**

**AND**

**The Queensland Public Sector Union of Employees**

**(No CA/2009/95)**

**TOURISM QUEENSLAND EMPLOYING OFFICE CERTIFIED AGREEMENT 2009**

**APPLICATION FOR CERTIFICATION OF AGREEMENT**

THIS AGREEMENT, made in pursuance of the Industrial Relations Act of 1999, this 2ND day of September 2009, between Tourism Queensland Employing Office and The Queensland Public Sector Union of Employees witnesses that it is hereby mutually agreed as follows:-

Tourism Queensland Certified Agreement No. CA74 of 2008 is hereby cancelled.

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#### PART 1 - PRELIMINARY

##### 1.1 Title

This Certified Agreement shall be known as the Tourism Queensland Employing Office Certified Agreement 2009.

##### 1.2 Agreement Coverage

This Agreement applies to:

- (a) employees of the Tourism Queensland Employing Office (ABN 25 149 879 059) who are covered by the rates of pay contained in this agreement and
- (b) any other employees as agreed to by the parties of this agreement, and
- (c) Tourism Queensland Employing Office as the Employer of these employees and

(d) The Queensland Public Sector Union of Employees.

### **1.3 Relationship with Parent Award**

This Agreement shall be read and interpreted in conjunction with the *Queensland Tourist & Travel Corporation Award – State 2003*. In the event of any inconsistency with the Award, the terms of this Agreement will take precedence.

### **1.4 Date of Operation**

This Agreement shall operate from 1 July 2009 and has a nominal expiry date of 30 June 2012. The parties to this Agreement will commence re-negotiations of this Agreement not less than three (3) months prior to its expiry.

### **1.5 Agreement Posting**

A copy of this Agreement will be given to all current employees and will be given to new employees when they commence employment. It will be readily available through People and Leadership upon request. It will also be posted on the employee intranet site in a place readily accessible to all employees.

### **1.6 Single Bargaining Unit**

The Tourism Queensland Employing Office has a Single Bargaining Unit (SBU), which is responsible for:

- (a) negotiating this Agreement as representatives of all employees and management; and
- (b) the ongoing education and implementation of this agreement.

This SBU is made up of staff and management representatives of Tourism Queensland Employing Office as well as a representative from the Queensland Public Sector Union of Employees. Members of the SBU will meet no less than half-yearly to review the operation of the agreement and address other relevant issues that may be raised from time to time. The SBU will be responsive to requests from some or all of its representatives for more frequent meetings if the need arises.

### **1.7 Facilitating Union and Employee Involvement**

It is recognised that the obligations under this Agreement regarding co-operation and consultation in the development and implementation of change initiatives will place obligations, duties and responsibilities on Union officials, and/or other staff representatives. To assist in meeting this, the Tourism Queensland Employing Office will negotiate appropriate arrangements with the Union and Single Bargaining Unit representatives to facilitate joint involvement in ongoing workplace reform.

#### **1.7.1 Industrial Relations Education Leave for Union and staff representatives**

- (a) Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow union and staff representatives to effectively participate in consultative structures, perform a representative role and further the effective operation of the grievance and dispute settlement procedures.
- (b) Union and staff representatives may be granted up to five (5) working days paid time off per calendar year to attend industrial relations education sessions approved by the Chief Executive Officer or delegate. Leave exceeding five (5) working days may be granted where approved structured training courses extend beyond five working days.
- (c) Union and staff representatives may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences and the ACTU Congress.
- (d) The granting of industrial relations education leave or any additional leave should not impact adversely on customer service, work requirements or the effectiveness and efficiency of the work unit concerned. At the same time leave should not be unreasonably refused.
- (e) At the discretion of the relevant Executive Director, an employee may access a Career Development Break as referenced in clause 3.1.1 to undertake work with the Queensland Public Sector Union.

### 1.7.2 Union Encouragement

- (a) The Tourism Queensland Employing Office recognises the right of individuals to join a union, and it is acknowledged by the parties to the Agreement that union membership remains at the discretion of individuals.
- (b) Subject to the Queensland Public Service Union providing relevant documentation, an application for union membership will be provided to all employees at the point of engagement and in the new employee kit.
- (c) A Union representative will be provided with the opportunity to discuss union membership with new employees at their orientation training.
- (d) The Tourism Queensland Employing Office will provide a payroll deduction facility for union subscriptions.

### 1.7.3 Collective Industrial Relations

- (a) The Tourism Queensland Employing Office acknowledges that structured, collective industrial relations will continue as a fundamental principle. The principle recognises the important role of unions. It supports constructive relations between management and unions and recognises the need for the parties to work collaboratively in an open and accountable way.
- (b) The Tourism Queensland Employing Office as an employer recognises that provisions relevant to union membership and coverage are contained in the *Industrial Relations Act 1999* and determinations of the Queensland Industrial Relations Commission.
- (c) The Tourism Queensland Employing Office is committed to collective agreements for employees covered by the *Queensland Tourist and Travel Corporation Employees' Award - State 2003*.

### 1.7.4 Union Delegates

- (a) Tourism Queensland Employing Office acknowledges the constructive role that democratically elected union delegates undertake in the workplace in relation to union activities that support and assist members. That role will be formally recognised, accepted and supported through the SBU.
- (b) Tourism Queensland Employing Office employees will be given full access to union delegates/officials during working hours to discuss any employment matter or to seek union advice, provided that there is no impact on customer service and work requirements are not unduly affected.
- (c) Provided that customer service and work requirements are not affected, delegates will be provided with convenient access to reasonable facilities for the purpose of undertaking union activities. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.

## 1.8 Employment Security

The Tourism Queensland Employing Office recognises that employment security is an important consideration for employees in their working and private lives.

While the parties acknowledge and accept that employment security cannot be guaranteed, one of the major goals of this agreement is to maximise employment security.

It is further acknowledged that there is a shared responsibility between the Tourism Queensland Employing Office and employees for achieving this goal.

### 1.8.1 Productivity, efficiency and flexibility - shared responsibility

In their day-to-day work environment, employees can have a positive influence in enhancing the productivity, efficiency and flexibility of Tourism Queensland Employing Office. This in turn has a direct impact on Tourism Queensland Employing Office's ability to meet and exceed customer and stakeholder needs. Employment security is ultimately dependent upon Tourism Queensland fulfilling these needs.

This Agreement specifically identifies initiatives and establishes mechanisms that will enable employees to act upon their shared responsibility for the goal of maximising employment security.

## 1.8.2 Natural Attrition

Furthermore, the parties are committed, as much as possible, to achieving any required reduction in permanent employees by natural attrition or by voluntary departure (which is where employees choose to resign or retire from the organisational of their own accord).

Where this is not possible, the provisions of the Tourism Queensland Employing Office Redundancy Policy (Appendix E) will apply.

## 1.9 Equity Considerations

The parties are committed to ensuring that no discrimination exists in the workplace and that all people have the same opportunities to enter and progress in the Tourism Queensland Employing Office. The parties will jointly monitor the implementation of changes as a result of this Agreement to ensure that there is no adverse impact in terms of existing equity provisions or in terms of creating any new situation of inequity. Information on the Equal Opportunity Employment (EOE) related outcomes from this agreement is reported to the Public Service Commissioner on an annual basis.

## 1.10 Workplace Health and Safety

The parties to this Agreement are committed to achieving healthier and safer jobs through workplace changes aimed at improved efficiency and productivity. This will be achieved through:

- (a) The established Workplace Health and Safety (WH&S) committee will be comprised of at least two representatives from management and staff and a qualified rehabilitation officer. This committee will be responsible for workplace safety audits, monitoring workplace compensation claims and initiating rehabilitation programs.
- (b) Nomination of an appropriate number of staff to be fire wardens and to participate in building owner's emergency training where required.
- (c) The provision of basic WH&S knowledge and awareness as part of orientation training.

## 1.11 No Further Claims

This Agreement is in full and final settlement of all parties' claims for its duration. It is a term of this Agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this Agreement or not.

## 1.12 Provision to Amend the Agreement

The Agreement may only be amended under the provisions of section 169 of the *Industrial Relations Act 1999*.

## PART 2 – PURPOSE AND OBJECTIVES

### 2.1 General Purpose and Objectives

2.1.1 (a) This agreement is the outcome of negotiations between the parties to achieve gains in productivity, efficiency, cost savings and flexibility at Tourism Queensland Employing Office.

(b) The ability to fund salary increases under this Agreement will arise from a combination of the measures set out in clauses 2.2 and Part 3.

2.1.2 The parties to this agreement commit to the achievement of the objectives and strategies outlined in the Tourism Queensland Corporate and Business Plans. As a global leader in destination management Tourism Queensland's vision is:

“To be the champion of world's best practice in sustainable tourism”.

2.1.3. It is the shared aim of the parties to this Agreement to:

- (a) Continue to develop a positive and productive workplace culture that encourages parties to adopt co-operative and consultative approaches to work including the performance framework which aligns an employee's goals and behaviours to corporate goals and values.
- (b) Pursue initiatives that will lead to improved productivity.

- (c) Ensure work practices are flexible and based on skills where all employees are trained, committed and accountable for their responsibilities.
- (d) Implement measures to enhance productivity and efficiency through simultaneous improvements to costs, quality, delivery, work organisations as well as flexibility and training.
- (e) Ensure continued improvement at Tourism Queensland Employing Office as envisaged by this Agreement, using agreed formalised consultative mechanisms.
- (f) Ensure that appropriate resources are available to assist in achieving Tourism Queensland's vision.

## **2.2 Corporate Goals**

2.2.1. The parties agree to address the Corporate Goals and Targets of Tourism Queensland and, through the performance framework, to link individual and departmental performance reviews to ongoing assessment of the rate of achievement of the Corporate Goals and Targets.

2.2.2

- (a) The Tourism Queensland Employing Office management will address the key performance indicators for each corporate goal on at least two occasions during each year. These will be based upon the results of the six (6) monthly individual Performance Review plan and business plan reviews. This will form a basis for determining the level of achievement of the corporate goals.
- (b) These assessments will be a factor in determining the Corporation's ability to pass on salary increases in accordance with the measurement of individual performance.

## **2.3 Learning and Development**

2.3.1. The parties to this Agreement recognise an ongoing commitment to learning and development and share the following objectives:

- (i) to develop a more highly skilled and flexible workforce;
- (ii) to provide career opportunities through appropriate learning and development;
- (iii) to improve the efficiency and productivity of Tourism Queensland Employing Office through real change in the way we carry out our core tasks;
- (iv) to promote a wider utilisation of skills by our workforce, supported by appropriate training where needed, and to lessen the degree of direct supervision; and
- (v) to remove unnecessary barriers that may prevent the full utilisation of the skills of Tourism Queensland Employing Office employees.

2.3.2. Learning and development is defined to include:

- (i) on-the-job or off-the-job coaching;
- (ii) learning programs offered external to Tourism Queensland Employing Office; and
- (iii) formal training sessions internal to Tourism Queensland Employing Office.

Where this training occurs outside of ordinary hours of work, an employee will be compensated for the hours trained by either payment at the ordinary rate of pay or by time off in lieu of payment. The form of compensation will be by mutual agreement.

2.3.3. Learning and development as defined in this agreement does not include industry familiarisations that employees may undertake in the course of their employment.

2.3.4. The Tourism Queensland Employing Office will aim to provide learning and development programs accredited through appropriate training authorities, however, recognise in certain circumstances, non-accredited training may best fulfil the learning needs of employees.

2.3.5. All learning and development activities will be for the purpose of enhancing skills relevant to the role to be performed.

2.3.6. Due to the agreed objectives and commitment of the parties, it is an expectation that employees will readily attend learning and development activities and management will support this activity.

## **2.4 Supportive Leadership & Innovation**

The parties to this Agreement recognise that Leadership and Innovation are qualities that should exist at all levels within the Corporation. They will be guided by Tourism Queensland's Leadership Charter, which defines the values that we champion both internally within the Corporation and externally in partnership with industry. These values outline that leaders:

Lead by example  
Embrace change  
 are Approachable  
 inspire a shared Direction  
Empower others to act  
Respect the values and beliefs of others

## **2.5 Role Clarity and Congruence**

Every employee will be involved in the setting of individual goals on an annual basis. These goals are recorded on the summary page of the employee's performance plan. This plan outlines what the employee will achieve during the next financial year, as well as how it will be achieved and how it will be measured. The employee and their supervisor will review this plan on a six (6) monthly basis.

The individual goals are set in relation to the department business plan, which in turn is evolved from the Tourism Queensland Corporate Plan.

Role clarity will continue to be achieved through the reviewing and when required updating of all Position Profiles within the organisation. The Position Profile template ensures that all positions have an outline of the skills, knowledge, attributes and behaviours required in relation to the core values of the organisation.

## **2.6 Participative Decision Making**

The Corporation is committed to participative decision making, which enables better communication flow across the organisation.

At an organisational level, all People and Leadership initiatives are developed with the core philosophy that employees are an integral part to the success of any initiative. As such, working parties of employees will be drawn from relevant areas of Tourism Queensland Employing Office that are involved in the outcome of an initiative.

## **2.7 Addressing Workload**

The definition of overtime and its recognition will apply to staff on the following basis:

- (a) Staff in Levels 1 and 2 will have access to paid overtime on the conditions outlined in clause 6.7.
- (b) Due to the nature of Levels 3 to 7 roles, employees will have access to time in lieu in recognition of hours that may have been worked due to, special project work, or in the hosting of familiarisations. The time off in lieu arrangements are provided in the Time Off In Lieu Guidelines as stated in clause 6.7.8.

## **2.8 Amendment to Employment Conditions**

Throughout the life of the Agreement the SBU will investigate reviewing other employment conditions with a view to assisting staff retention. These changes will be subject to government approval where necessary.

## **2.9 Performance Framework**

The performance framework will ensure that an individual's goals and behaviours are linked to the attainment of corporate goals through business plans.

## **2.10 Reward and Recognition**

The Tourism Queensland Employing Office believes in providing appropriate and genuine reward and recognition to all employees when due. Guidelines ensure a consistent approach is taken across the organisation to recognise exceptional



performance and manage the process in a fair and equitable way for all involved. The Executive maintains an active interest in how Tourism Queensland celebrates the success of both individuals and teams.

One of the most prominent ways in which the Tourism Queensland Employing Office celebrates individual and team success is through the annual Awards for Excellence program.

Recognition programs are viewed as a successful tool for attracting and retaining high performing employees, enhancing performance and promoting continuous improvement.

## **PART 3 –ENHANCING PRODUCTIVITY & CAREER OPPORTUNITIES**

### **3.1 Career Development**

The Tourism Queensland Employing Office is committed to ensuring employees have the appropriate opportunities to professionally develop and grow in their careers. As part of this commitment, the Tourism Queensland Employing Office has a number of initiatives that contribute towards enhancing an employee's professional skill set and further energising an employee's motivation for work. Maximum flexibility of our workforce will be created through the use of the professional and career development opportunities outlined in this section.

#### **3.1.1 Career Development Break (CDB)**

A Career Development Break is up to one (1) year's leave without pay to be utilised as a sabbatical for study or career enhancement opportunities upon the completion of twelve (12) months continuous service.

- (a) Permanent employees who are not on secondment may apply for a career development break.
- (b) An employee shall request in writing access of up to twelve (12) months leave without pay. An employee must make this request one (1) month in advance and provide evidence of the career development opportunity they are wishing to undertake.
- (c) Application for a 'CDB' shall be made to the director of the employee's department. The director shall decide, in conjunction with their executive director, on the viability of approving the CDB, taking into consideration the operational requirements of the business as well as the reasons of the employee for accessing the break. Each request will be considered on a case-by-case basis. In some instances a CDB may be declined if the prospective employment is deemed to be a conflict of interest to Tourism Queensland.
- (d) CDB is limited to:
  - (i) Full-time higher education study relevant to the tourism industry or the employee's profession e.g. Accountancy; or
  - (ii) Employment (excluding casual) within Australia or overseas which will provide the employee professional growth in their career, e.g. an employee may spend one (1) year working for a Regional Tourism Organisation (RTO) to gain a better understanding of the Queensland Tourism industry.
- (e) CDB may not be utilised for:
  - (i) travel domestically or overseas;
  - (ii) work in a role that does not relate to an employee's current or future employment opportunities at Tourism Queensland; or
  - (iii) permanent work opportunities with another employer (i.e. the position must be on contract).
- (f) Whilst on a CDB an employee shall be required to:
  - (i) If studying, produce assessments results each semester; or
  - (ii) If employed, produce a statement of service upon return to Tourism Queensland
- (g) If a CDB is being utilised to complete further full-time higher education studies an employee may be eligible for the further learning program subsidies. Application to access the further learning program subsidies must be made and approved prior to commencing the CDB. Application cannot be made once on a CDB. Any eligible payments will be made after the employee has returned to work for the same period the employee was absent.

- (h) One (1) month's notification of return from the CDB is required.
- (i) In the event that the purpose of the CDB ceases to exist prior to the employee's proposed return date, employment must be resumed within one (1) month. If not, the employee will be deemed to have abandoned their employment.
- (j) The employee's position or equivalent position will be available upon return from a CDB.
- (k) A CDB may not be taken in conjunction with any other form of leave provided under this agreement including annual leave, long service leave, maternity, paternity or adoption leave, career break or LWOP
- (l) The first three (3) months of an approved CDB shall be taken into account in calculating the period of service for any purpose of any relevant award or agreement. The CDB shall not break continuity of service.
- (m) Employees shall be limited to one (1) CDB during the life of this Agreement.

### 3.1.2 Career Planning

Upon completion of two (2) years' service, all permanent employees shall have an opportunity to receive career coaching.

The aim of this coaching is to provide employees with the tools and knowledge on how they may be able to further advance their careers with Tourism Queensland and/or to further advance their skill sets in their current role.

Where possible, flexibility will be provided to employees to attend seminars, networking meetings, work experience and other mediums of career opportunities employees may identify which will assist them in their quest to further their own professional development.

### 3.1.3 Multi-hiring

Multi-hiring provides permanent employees the opportunity to work on a casual basis in a role different to their permanent position.

An employee who is multi-hiring in a position, which is different to their permanent position, and they have the skills to perform the role; will be paid the casual rate. For example, an Office Coordinator may perform work as a Project Coordinator (in International Media & Trade Relations) and host a familiarisation/s, but work performance that is of an administration/coordination nature would not be deemed multi-hiring.

Multi-hiring is to be performed outside of the employee's ordinary hours.

Casual employment conditions apply whilst an employee is multi-hiring. An employee may mutually agree with their manager to work a minimum of one (1) hour per multi-hire engagement.

### 3.1.4 On the Job Learning

In support of the Career Development initiatives employees may seek where possible and practicable, opportunities to further enhance their skills in the work place by working in the role they seek to gain.

- (a) Work Experience
 

An employee undertakes a structured work experience program, which is completed outside of the employee's ordinary hours of work, is unpaid and may continue for no longer than three (3) months. Whilst completing the work experience program the manager of the employee's base department must be made aware and may at their discretion cease the program if they determine that the program is impacting upon the employee's work productivity.
- (b) Multi-skilling
 

An employee is paid the minimum ordinary rate of pay for a position (other than their permanent position), for which they do not have the skills. This skill development activity may occur either during or outside an employee's ordinary hours and may continue for no longer than three (3) months.

### 3.1.5 Other Career Development Activities

Other career enhancement activities will be investigated, developed and implemented over the life of the Agreement. Other professional growth opportunities are available through Tourism Queensland Employing Office Learning & Development Framework. This framework offers learning and development programs for identified generic learning and development needs across the Corporation. In addition to these programs Tourism Queensland Employing Office

employees will also have access to the Further Learning Program for tertiary studies, and external courses, which address specific individual needs.

### 3.1.6 Secondment

Where an internal vacancy arises that will exist for a limited period of no more than twelve (12) months, a current employee with the required skills and experience for the position will be actively sourced. The process for determining selection for such a secondment will involve assessing the skills and experience of potential candidates through written applications. The availability of the employee for the period of secondment will also be taken into consideration. The full recruitment procedure will not necessarily be followed. During secondment the employee will be paid at a rate within the level appropriate to the secondment position. An employee who is fulfilling a secondment opportunity for six (6) consecutive months and is performing at a fully proficient level may have the opportunity to transfer permanently to the role should the role become available on a permanent basis whilst the employee is fulfilling the secondment.

## 3.2 Flexibility and Work/Life Balance Initiatives

The Tourism Queensland Employing Office aims to help support employees to maintain a balance between work and their personal lives. Tourism Queensland Employing Office believes it is important to recognise and support a work/life balance as this contributes positively towards an employee's productivity and job satisfaction. As such, this agreement offers initiatives that provide employees with a degree of flexibility to enable them to adapt their work arrangements to suit family responsibilities and personal lifestyles. This will provide the Tourism Queensland Employing Office with improved productivity and assist in retaining employees through a more effective work environment.

The parties agree to provide the measures outlined in this clause in a way that is consistent with the operational requirements of Tourism Queensland.

### 3.2.1 Career Break

Upon the completion of three (3) years service, a permanent employee may apply for a career break of up to twelve (12) months leave without pay.

- (a) An employee must apply in writing three (3) months in advance of the proposed start of the career break. Applications for a career break will be considered less than three months in advance of the proposed start date in circumstances that are beyond the control of the employee.
- (b) The written application for a career break shall be made to the Executive Director of the employee's Group and must include the following information:
  - (i) purpose of the career break;
  - (ii) proposed start and finish dates of the career break;
  - (iii) proposed start and finish dates of any leave to be taken in conjunction with the career break. (Please refer to clauses d and e.)
- (c) The Executive Director, in consultation with other Executive Directors, shall consider each application, on a case-by-case basis, taking into account the operational and strategic requirements of the business. Examples of this include, but are not limited to:
  - (i) where the proposed break occurs during a critical activity or period of peak demand for their work area;
  - (ii) where the employee is engaged in a key project;
  - (iii) where the employee's absence would cause significant disruption to the provision of internal or external services; and
  - (iv) if the employee is engaged in a work area or occupation where TQ is experiencing a staff shortage.  
The timing and/or length of the break applied for will be considered and, where this causes the application to be declined, a suitable alternative timing and/or length may be suggested to the employee.
- (d) A career break may not be taken in conjunction with any other form of unpaid leave and may not extend beyond twelve (12) months.

- (e) A career break may be taken in conjunction with paid leave when the total period of leave taken does not extend beyond twelve (12) months.
- (f) The employee's position or equivalent position will be available to the employee upon return from a career break, subject to them providing TQ with at least three (3) months notice in writing of their intention to return from their career break.
- (g) Subsidies for further learning will not be paid to an employee whilst on a career break.
- (h) The first three (3) months of an approved career break shall be counted as service. The career break will not break continuity of service.
- (i) Employees shall be limited to one (1) career break during the life of this Agreement, subject to the requirements above.

### 3.2.2 Flexible Working Hours

The parties to this agreement acknowledge that work can be effectively performed outside the traditional working day, notwithstanding that hours worked need to meet the demands of specific projects, customer needs and resourcing requirements. Hours of work are detailed in clause 6.1.

### 3.2.3 Job Sharing

Job sharing is a work arrangement whereby two people share a full time position, dividing the workload, hours, pay, holidays and other benefits between them according to the proportion of the full time hours component that they work. The Tourism Queensland Employing Office acknowledges that for some positions, job sharing may not be a workable option. Where a job share partner leaves Tourism Queensland Employing Office, the remaining job share partner must be prepared to undertake the full-time duties until a new partner is found. Notwithstanding this, Tourism Queensland Employing Office commits to examining the feasibility of each potential job share arrangement on a case-by-case basis.

### 3.2.4 Leave Without Pay

In addition to the above work/life balance initiatives outlined, employees may apply for periods of up to eight (8) weeks leave without pay, noting that all leave without pay will be handled on a case by case basis, by the relevant manager and dependant upon the operational requirements of a department or team not being sacrificed as a result of other employees accessing other work/life balance initiatives.

### 3.2.5 Part Time

The use of part time employment is recognised as a useful tool that, where appropriate, can be used to better accommodate Tourism Queensland's operational requirements as well as assist employees who have responsibilities outside of the workplace to better manage their work and family commitments. The flexible hours as outlined in clause 6.2 of this agreement, assist part-timers to meet outside responsibilities.

### 3.2.6 Purchase Additional Leave

The purchase of additional leave aims to assist employees in accessing leave over and above their annual leave entitlements. The purpose of such an initiative will benefit those employees seeking a greater balance between their work and personal life. Such examples include but are not limited to employees with young families who wish to access leave during school holidays; employees who are keen on travel and seek extended leave to undertake such a sabbatical and employees who participate in activities such as sport or religious interests outside of work which may require periods of leave in excess of four (4) weeks. For further information in relation the purchase of additional leave refer to clause 7.1.4.

### 3.2.7 Work from home policy

The Tourism Queensland Employing Office will introduce a work from home policy in consultation with the ECC during the term of this Agreement. This policy shall set out the principles to be adhered to in relation to working from home in such a way as to provide appropriate flexibility to managers and employees to tailor arrangements to suit their needs whilst promoting transparency and greater consistency in working from home arrangements across the organisation.

## PART 4 - TERMS AND CONDITIONS OF EMPLOYMENT

### 4.1 Contract of Employment

4.1.1 Except as provided by the Tourism Queensland Act 1979 (as amended), employees shall be subject to the provisions of this Agreement.

4.1.2 The Tourism Queensland Employing Office will ensure employees receive sufficient training in order to carry out duties and/or use equipment and resources as directed to undertake.

4.1.3 (a) The Employer shall not dismiss an employee without giving the employee appropriate notice except:

- (i) in the case of an employee on probation as referenced in clause 4.2.2 (a)
- (ii) in the circumstances referred to in clause 4.5 Management of Organisational Change (Redundancy);
- (iii) in cases of dismissal for misconduct, which include theft, assault, fraud and other misconduct described as such by the Termination Policy (Appendix D); and
- (iv) where the employee is engaged on a casual basis.

(b) In cases of termination of employment by the Employer, appropriate notice shall be in accordance with Section 84 of the *Industrial Relations Act 1999*:

Continuous Service	Notice 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	4 weeks

(c) Employees over forty-five (45) years of age with at least two (2) years continuous service with the Tourism Queensland Employing Office at the time of this notice being given shall be entitled to one (1) additional week's notice.

(d) An employee must be given the period of notice required by section 4.1.3 (b) and (c); or paid compensation equivalent to the amount that would have been earned if the notice period had been worked.

4.1.4 Employees shall provide the Tourism Queensland Employing Office with two (2) weeks notice of termination. This period of notice shall exclude any period of annual leave. If the employee fails to give notice, Tourism Queensland Employing Office shall have the right to withhold monies due to the employee equal to the ordinary time rate for the period of notice.

4.1.5 In the case of temporary employees whose contract is no greater than twelve (12) months, one (1) week's notice of termination shall be given by either party, in the event that the employment is to be finalised prior to the completion of the specified agreement. This period of notice shall exclude any period of annual leave. An employee whose contract is greater than twelve (12) months shall be entitled to notice of termination in accordance with clause 4.1.3 (b) and (c).

4.1.6 An employee whose employment is terminated according to the provisions of sub-clause 4.1.3 shall be entitled to salary and all other monies due up to the time of such termination. This shall include any outstanding annual leave entitlements and public holiday payments, which may fall within this entitlement period, as referenced in clause 7.12.1 (a).

4.1.7 The Chief Executive Officer shall not dismiss an employee whilst that employee is on annual leave.

### 4.2 Conditions of Appointment on Probationary Service

4.2.1 New employees shall be appointed on probation for a period of not less than three (3) months, unless otherwise determined by the Chief Executive Officer or an appointed delegate.

4.2.2 Where a person has been appointed on probation in compliance with sub-clause 4.2.1 the Chief Executive Officer may –

- (a) at any time, terminate the person's employment with the Corporation; or

(b) upon expiry of this period, confirm the appointment, extend the period of probation, or rescind the appointment and thereby terminate the employment of the person with the Corporation.

4.2.3 Where a new employee is within their probationary period at the time of the annual salary review (i.e. 1 July), the review will not take place until the following year.

### **4.3 Intra and Interstate Transfers**

Transfers to other locations within Queensland beyond the greater Brisbane area and interstate transfers will only occur subject to mutual agreement.

### **4.4 Preservation of Existing Conditions**

No employee shall suffer any loss of salary or accrued award entitlements as a result of this Agreement.

### **4.5 Management of Organisational Change (Redundancy)**

4.5.1 The Employer and employees are subject to the conditions in the Statement of Policy for the Introduction of Changes, Termination of Employment in cases of Redundancy. This policy is set out in the decision of the Full Bench of the Queensland Industrial Relations Commission dated 16 June 1987 and subsequent variations.

4.5.2 The Employer shall have available a copy of this decision of the Full Bench of the Commission and any subsequent variations in an easily accessible location so as to be easily read by employees.

4.5.3 The Redundancy policy (Appendix E) sets out full details.

### **4.6 Dispute Settlement Procedures**

4.6.1 The objective of these processes is to promote the prompt resolution of disputes by consultation, co-operation and discussion, to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.

4.6.2 This process applies to all industrial matters within the meaning of the *Industrial Relations Act 1999* and is outlined in Appendix B. Note that at the third stage of this process the Chief Executive Officer may appoint another person to investigate the dispute. The Chief Executive Officer may consult with the union in appointing an investigating officer. The appointed person shall not be the employee's supervisor or manager. If the matter is notified to the union, the investigating officer shall consult with the union during the course of the investigation. The Chief Executive Officer shall ensure that all relevant parties are kept informed throughout the investigation of a dispute and of the final outcome of the investigation. The Chief Executive Officer may delegate such Chief Executive's dispute resolution powers under this clause to a nominated representative.

4.6.3 If the dispute is not settled, the employer or the union may refer the matter to the Queensland Industrial Relations Commission.

4.6.4 Subject to relevant legislation, while the dispute procedure is being followed, normal work is to continue, except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.

4.6.5 Where the dispute involves allegations of sexual harassment, an employee may immediately notify their manager and the procedure shall commence at Step 3.

### **4.7 Local Flexibility**

4.7.1 By agreement between the Employer and Employee(s) in a section or sections of work, local arrangements can be entered that improve work practices and vary employment conditions.

4.7.2 Conditions

The introduction of local arrangements shall be based on the following conditions:

- (a) The majority of employees within a section or sections must genuinely agree to the implementation.
- (b) The employee/s shall not unreasonably oppose any agreement.
- (c) Agreements shall be recorded and made available to any employee.

(d) Agreements shall be in writing and tabled at meetings of the SBU.

#### 4.7.3 Trial

The introduction of local arrangements detailed in this sub clause 4.7 shall be on a trial basis.

### 4.8 Work Allocation

An employee may be directed to carry out reasonable duties within the limits of their skill, competence and training in accordance with their classification level.

The allocation of duties that fall outside of the classification of their current role may occur where the duties are of a temporary nature, or do not comprise a significant portion of the total duties performed.

An employee may be allocated and subsequently reallocated any reasonable duties of any position within their current classification on a temporary or permanent basis.

The parties agree that the Mercer job evaluation methodology will be utilised to determine the appropriate classification for each position, unless an alternative comparable job evaluation methodology is proposed and mutually agreed by the parties. Through the life of the Agreement, the Tourism Queensland Employing Office will aim to evaluate any positions that have not previously been evaluated or that have experienced significant work value change

## PART 5 - SALARIES AND ALLOWANCES

### 5.1 Salary Increases

5.1.1 Employees will receive the following wage increases over the life of this Agreement:

- (a) 4.5% or \$34 per week, whichever is the greater, effective from 1 July 2009
- (b) 4% or \$34 per week, whichever is the greater, effective from 1 July 2010
- (c) 4% or \$34 per week, whichever is the greater, effective from 1 July 2011

5.1.2 The minimum and maximum salary point for each Level will increase by 4.5% at 1 July 2009, and 4% at 1 July 2010 and 1 July 2011 as shown in Appendix C.

5.1.3 The salaries prescribed in Appendix C of this Agreement are expressed annually and include, amongst other things, an aggregated amount in lieu of payment of penalty rates for ordinary hours worked on Saturdays.

5.1.4 The salaries payable to an individual employee may be below the relevant minimum salary prescribed in this agreement where the employee has chosen to sacrifice part of their salary for another benefit of at least equal value. Items eligible for salary sacrificing will be provided by Tourism Queensland Employing Office including associated costing methods as outlined in Clause 5.7.

### 5.2 Payment of Salaries

Salaries shall be paid fortnightly by electronic funds transfer. The fortnightly salary is calculated by dividing the annual salary by 26.

### 5.3 Performance Pay System Increment

5.3.1 Employees' are evaluated on the basis of goal achievement and the display of key behaviours identified for all classifications and established at the commencement of the financial year or employment or commencement in a new role.

5.3.2 Under the performance framework, all Managers will conduct an end of financial year performance review with their employees' summarising the employees' six (6) monthly review to provide an overall performance rating for the year.

5.3.3 Employees who are within probation at 1 July or have been promoted to a higher grade since 1 April will receive a performance review the year following their new appointment unless otherwise negotiated with their manager at the time of their appointment. For example an employee promoted from a Level 2 to a Level 3 role at 20 April 2009 will receive their next performance framework review on 1 July 2010.

5.3.4 In addition to the salary increase outlined in clause 5.1.1, permanent employees and temporary employees with continuous service greater than 12 months will be eligible for a 2% performance increment on 1 July 2009, 1 July 2010 and 1 July 2011 if they are rated as meeting performance expectations for the previous financial year under the performance framework. Where this increment would cause an Employee's salary to exceed the maximum salary for their pay level, they will be entitled to a portion of the increment such that their salary aligns to that of the maximum salary. Employees who do not meet performance expectations in their end of year performance review, or who do not receive a rating as per 5.3.3, will not be eligible for the performance increment. Employees that are in receipt of a salary as at 1 July that is equivalent to or exceeds the maximum salary for their pay band will not be eligible for the increment.

#### **5.4 Salary review following any leave without pay or secondment**

5.4.1 Agreement should be reached as to an employee's performance level prior to them going on any leave without pay (e.g. career break) greater than three (3) months and/or that would extend over 1 July. This performance level will be applied to the employee's salary upon return.

5.4.2 Agreement should be reached as to an employee's performance level prior to them going on secondment of greater than three (3) months and/or that would extend beyond 1 July. This performance level will be applied to the employee's salary upon return to their pre-secondment role.

Where a secondment extends beyond one year, a salary review will occur in the secondment role if the employee is still in the secondment role the following 1 July.

#### **5.5 Movement Between Levels**

5.5.1 Movement to a higher level will be based on:

- (a) appointment based on merit to advertised vacancies at a higher level; or
- (b) the position being reclassified in accordance with the application of the Mercer job evaluation process (or the alternative job evaluation methodology mutually agreed by the parties in accordance with clause 4.8).

#### **5.6 Performance of Higher Duties**

Higher duties apply where an employee is directed to perform in a position at a higher level. They will be eligible to claim higher duties payments when they have undertaken the higher duties for:

- (a) five (5) or more consecutive days; or
- (b) ten (10) or more non-consecutive days in a six (6) month period.

The allowance paid will be calculated using the following formulae:

$(A-B) \times C$ , where

A - The minimum salary of the higher duty role,

B - The employees current salary, and

C - The percentage of higher duties performed based on the amount of duties and responsibilities undertaken at the higher level.

#### **5.7 Salary Sacrificing**

5.7.1. Salary sacrificing of specified items will be available upon request. Upon the introduction of this Agreement, these specified items will include Personal Superannuation Contributions, the purchase of additional leave and a car park.

5.7.2. Salary Sacrificing is offered with the following terms:

- (a) The full cost of the item is salary sacrificed
- (b) There is full compliance with taxation and superannuation requirements
- (c) There is no liability on Tourism Queensland if the taxation arrangements change
- (d) Any additional administrative and fringe benefit tax cost are to be met by the employee
- (e) Any increases or variations to taxation that result in additional costs are to be passed on to the employee as part of the salary sacrifice



- (f) The responsibility for electing to salary sacrifice is solely the employees and it is recommended that the employee seek independent financial advice prior to electing to salary sacrifice. Tourism Queensland may make the seeking of financial advice mandatory on some items.

## **5.8 Travelling Expenses**

Employees required by Tourism Queensland Employing Office to travel for business purposes other than to and from their normal place of duty will be reimbursed for reasonable expenses incurred during the performance of their duty.

## **5.9 Employees on Transfer**

Where a promotion or transfer occurs at Tourism Queensland's request, the employee will be reimbursed reasonable costs of transfer.

## **5.10 Industry Familiarisation**

Involvement by employees in approved familiarisations to Queensland product, other than hosting of familiarisations, shall be subject to the following:

5.10.1 Familiarisations may include both rostered and non-rostered hours.

5.10.2 Any non-rostered time will not attract pay or time in lieu.

5.10.3 The first two (2) rostered days of a familiarisation will be treated as normal work hours. The treatment of any extra rostered days that are covered by the same familiarisation will need to be determined on a case by case basis between the employee and their department manager. Some available options are:

- (a) Annual leave
- (b) Leave without pay
- (c) Time in lieu in accordance with subclause 6.7 of this Agreement
- (d) Payment for the rostered days

5.10.4 All reasonable business related out-of-pocket expenses incurred by an employee in attending an approved familiarisation will be reimbursed by the Tourism Queensland Employing Office.

## **PART 6 - HOURS OF WORK INCLUDING OVERTIME**

### **6.1 Hours of Work**

The parties recognise that duties and functions carried out by business units and individual employees are extremely diverse and efficiency is impacted by a number of factors affecting these business units in differing ways. Hours of work therefore recognise these issues, which can include the impact of, specific project requirements and the type of activity being undertaken. As such the following clauses may be applied differently across our business units:

#### **6.1.1 Full-time Hours of Work**

The ordinary hours of work will be 152 hours per 28-day cycle. An employee may be required to perform work on Saturday and/or Sunday as part of the ordinary hours.

#### **6.1.2 Maximum Ordinary Hours per shift**

An employee's ordinary hours shall be no more than 10 hours on any one (1) day.

Employees in Level 1 and, 2 who are required to work for more than 10 hours on any one day shall be entitled to overtime payment.

#### **6.1.3 Ten (10) Hour Break**

An employee who works overtime between their ordinary ceasing time on one day must receive a ten (10) hour break prior to the commencement of their ordinary hours the next day. This employee shall not incur any loss of pay for ordinary time, which would normally have been worked had the employee not have been completing a ten hour break. If on instructions from their manager, an employee resumes or continues work without having had such ten (10) consecutive hours off duty they will be paid double rates until they are released from duty for a

ten-hour break. The employee shall then be entitled to be absent from work until they have had ten consecutive hours off duty without loss of pay for ordinary working time, which would have normally occurred should the employee not have been on the break.

The provisions of this subclause will apply as if eight (8) hours were substituted for ten (10) hours when overtime is worked:

- (i) for the purpose of changing rosters; or
- (ii) where an employee does not report for duty; or
- (iii) where a change in working arrangements results from agreement between the employees themselves with the approval of the Employer.

## **6.2 Part-time Employees**

### **6.2.1 Hours of Work**

Employees may be engaged on a part-time basis for between a minimum of 30 hours to a maximum of 151 hours per 28-day cycle on a regular basis, with a minimum of three (3) hours per engagement.

### **6.2.2 Hourly Rate**

Part-time employees shall be paid the same hourly rate as full time employees performing duties at the same level and shall be paid at overtime rates for all hours in excess of the specified hours (or as varied by consent), in each 28-day cycle.

### **6.2.3 Allowances**

Other than meal allowance and travelling allowance, which will be paid in full where appropriate, part-time employees shall be entitled to the payment of allowances and leave entitlements on a pro rata basis.

### **6.2.4 Public Holiday Entitlements**

A part-time employee who usually works on the day of the week on which a public holiday falls and who is not required to work on that day, shall be paid for the hours which otherwise would have been worked on that day. A part-time employee who is required to work on a Public Holiday (on what would be a normal work day) shall receive the standard public holiday penalties as referenced in clause 7.12.1.

### **6.2.5 Change to Part-time Hours**

Where part-time hours have been developed to suit the performance of a position and those required hours change as a result of a change in the nature of the position the following will apply. The part-time employee filling such position must be prepared to vary their working hours to accord with the new requirements and may be subject to termination of employment if unable to comply.

## **6.3 Casual Employees**

6.3.1 Each engagement of a casual employee shall stand alone with a minimum payment for two (2) hours work made in respect of each engagement.

6.3.2 The minimum and maximum hourly rate of pay for a casual employee shall be determined as follows: Divide the minimum and maximum rate of pay per fortnight provided by this Agreement for employees at the same level by 76 hours. In addition to the ordinary hourly rate of pay, a casual employee shall be paid a loading of 23%. Where applicable, a casual employee shall also be entitled to the provisions of Sunday penalty rates, and payment for work performed on public holidays.

6.3.3 In addition to the provisions of clause 6.3.1, a casual employee shall be entitled to payment of any applicable Agreement allowances, pro rated on the number of hours worked in relation to the ordinary hours prescribed in the Agreement.

6.3.4 A casual employee is entitled to long service leave in accordance with the provisions of Section 47 of the *Industrial Relations Act 1999*.

6.3.5 Except in accordance with sub-clauses 6.3.1 to 6.3.4 and 5.1.1, a casual employee shall not be entitled to any other Agreement provision.

6.3.6 A casual employee shall be paid for hours worked on a fortnightly basis and shall not be entitled to annual leave, sick leave, the Christmas concessional day or payment for public holidays not worked.

#### **6.4 Penalty Payment for Work on Sunday and Public Holiday**

##### **6.4.1 Work on a Sunday**

An employee who is required to perform and performs ordinary hours of work on a Sunday shall receive their ordinary rate of pay for the hours worked plus an additional payment of 100% or by agreement between the parties time off equal to the hours worked in addition to ordinary hours paid for the hours worked.

##### **6.4.2 Work on a Public Holiday**

An employee who is required to perform and performs ordinary hours of work on a Public Holiday shall receive their ordinary rate of pay for the hours worked plus an additional payment of 150% or by agreement between the parties time off equal to the hours worked in addition to one and a half times the ordinary hourly rate for the time actually worked. Further details in relation to work on a Public Holiday are outlined in clause 7.12.

#### **6.5 Meal Breaks**

All employees working a minimum of six (6) hours within any one (1) day shall be entitled to an unpaid meal break of thirty (30) minutes duration but longer meal breaks are negotiable with the immediate department manager. Such meal breaks shall occur between the third and sixth hours of duty at a time convenient to the employer.

#### **6.6 Rest Pauses**

6.6.1 Where practicable every employee shall be entitled to a rest pause of ten (10) minutes duration in the Employer's time in the first and second half of the employee's working day. These rest pauses shall be taken at times to suit the convenience of the Employer and will not interfere with the continuity of work where this is necessary. Provided that the Employer may determine that the rest pauses be combined into one 20-minute rest pause, to be taken in the first half of the ordinary working day.

6.6.2 Where an employee is engaged to work six (6) hours or less on any one (1) day will be entitled to one rest break only.

#### **6.7 Overtime/Time off in Lieu**

##### **6.7.1 Overtime Eligibility**

- (a) Levels 1 and 2 are entitled to overtime penalties as defined in sub clauses 6.7.2 but may access time in lieu for overtime hours as defined in sub clause 6.7.8.
- (b) Levels 3 to 7 are not entitled to overtime but may access time in lieu where substantial additional hours are performed as detailed in sub clause 6.7.7.

##### **6.7.2 Payment of Overtime to Eligible Employees**

- (a) Authorised time worked by employees in positions classified as Levels 1 and 2 that are outside or in excess of the ordinary hours of work provided in Part 6.1 (Hours of Work) shall be deemed to be overtime hours.
- (b) No employee shall be entitled to payment of overtime unless the employee's manager has given prior approval.
- (c) Overtime hours shall be calculated to the nearest quarter of an hour in the total amount of overtime worked daily.

##### **6.7.3 Overtime Penalty Rates**

- (a) Time and a half for the first 3 hours on any day, other than a Sunday and Public holiday, and double time for any additional hours worked.
- (b) Sunday overtime shall be paid at the rate of double time.
- (c) Public holiday overtime shall be paid at triple time for the first 3 hours and then quadruple time thereafter.

#### 6.7.4 Minimum payment for Overtime

A minimum payment of 2 hours work shall apply to all overtime except in the case of overtime immediately preceding or following hours of work.

#### 6.7.5 Payment in lieu of Overtime

Nothing in this clause shall preclude an employee being granted time off in lieu instead of paid overtime as prescribed in subclause 6.7.3. Such time off in lieu shall be mutually agreed between the employer and the employee prior to the work being performed, equate with the actual time worked, and be taken at a mutually convenient time.

#### 6.7.6 Meal Break & Meal Allowance on Overtime

##### Meal Break

- (a) The duration of meal breaks taken by eligible employees prior to or during overtime hours shall be at the discretion of the Employer but shall not be less than 30 minutes.
- (b) Meal breaks taken by employees prior to commencing overtime or during overtime periods shall not attract any payment.

##### Meal Allowance

- (a) If an eligible employee is called upon to work two or more overtime hours before or after the employee's ordinary commencing or ceasing time the employee shall, in addition to payment for overtime, be paid a meal allowance of \$9.60.
- (b) An eligible employee called upon to work in excess of four (4) hours overtime on a rostered day off shall be paid a meal allowance of \$9.60.

#### 6.7.7 Levels 3 to 7

The salaries of employees classified as Levels 3 to 7 incorporates recognition that the proper performance of a job may require the working of hours additional to an average of 152 hours in a four (4) week period.

Provided that in cases where a substantial number of hours are worked arising from special project work, or hosting familiarisations in excess of an average of 152 hours per four (4) week period; the employee and the departmental manager will arrange for the employee to take reasonable time off in lieu of overtime payment.

Provided that where agreement cannot be reached between the employee and departmental manager, the matter shall be referred, in the first instance, to People & Leadership for assistance, and if remaining unsettled, to the Chief Executive Officer for decision.

#### 6.7.8 Time Off In Lieu Guidelines

Tourism Queensland Employing Office time off in lieu guidelines are available to all staff on the employee intranet site.

### **PART 7 – LEAVE**

#### **7.1 Annual Leave**

##### 7.1.1 Annual Leave

- (a) Every full time employee shall be entitled to annual leave at the rate of four (4) weeks 152 hours per year on full pay, and a pro-rata of 152 hours for part time employees. Any employee who has not completed 12 months service shall be entitled to annual leave on a pro rata basis.
- (b) An employee's annual leave entitlement is the amount accrued at the time of the commencement of the leave period. Pay in advance of annual leave is only available where the leave period is for two (2) or more weeks.
- (c) Annual leave may accumulate for no more than two (2) years subject to clause 7.1.1 (g).
- (d) Any leave accrued in excess of 304 hours may be transferred to undrawn annual leave to be available for sick leave purposes.
- (e) Annual leave may be granted in broken periods of not less than 7.6 hours.

- (f) Adequate notice to be given - An employee must submit a leave request giving adequate notice of the date the employee desires the annual leave to take effect. The employee is to be given adequate notice on whether or not the leave has been approved. If, due to business requirements, the employee's annual leave is not approved for the date requested by the employee, the employee shall be advised of an alternative approximate date for which the leave may be taken.
- (g) An employee may request to extend their annual leave by taking the leave on half-pay subject to clause 7.1.1(f).
- (h) An employee may be directed to take Annual Leave - The employer may give an employee notice to take annual leave after the accumulation of the full period of leave permissible under sub-clause 7.1.1 (a). The period of leave shall not commence prior to fourteen (14) days from the date such notice is issued.
- (i) Annual Leave and Long Service Leave to be taken together - Annual leave may be granted immediately prior to or following long service leave.
- (j) Any period of annual leave will be exclusive of any public holiday which may occur during the period of that annual leave.

#### 7.1.2 Annual Leave Loading Payments

- (a) A loading of 17.5% of the employee's ordinary rate of pay specified by this Agreement will be paid.
- (b) Loading on annual leave shall be paid once per year in the first pay period in December. For employees in their first year of service, pro rata loading will be paid. The parties recognise integrity and continued application of annual leave loading, in accordance with the general ruling by the Full Bench of the Commission made on 9 November 1973 and gazetted 28 November 1973 will be maintained.

#### 7.1.3 Payment in Lieu of Annual Leave on Termination of Service

- (a) Payment will occur when a full entitlement, or the remainder of a full entitlement, has not been taken. Where an employee who resigns, or is terminated, is entitled to a full period of four (4) weeks annual leave or has not taken a portion of a full entitlement of four (4) weeks, the employee shall be paid for the full period, or the outstanding portion, at the current rate of salary plus a further amount of 17.5%. In addition the employee shall be paid for any public holiday falling within the notice period.
- (b) Payment for pro rata accrual in any one year. Where an employee resigns, or is terminated, before a full four (4) weeks annual leave entitlement has accrued, the employee shall be paid for the period of leave accrued plus a further amount of 17.5%.

#### 7.1.4 Purchase of Additional Leave

- (a) All permanent employees are entitled to purchase up to an additional six (6) weeks leave each year. The additional leave is paid for by a 2% (for each week of leave) deduction from each fortnight's pay, with the leave entitlement being credited each pay cycle to the employee's leave balance.
- (b) An employee must accrue and pay for the additional leave before it can be taken
- (c) An employee must make a request in writing to purchase additional leave. Upon approval from management, deductions will commence from an agreed prospective date.
- (d) Each request to purchase additional leave will be considered on a case-by-case basis in line with the operational needs of the business unit. An approved request is valid for one year only, with salary deductions occurring over 26 pay cycles. If an employee wishes to continue purchasing leave they must submit a new request prior to the commencement of each new year.
- (e) Once a period of purchased leave has been approved the employer cannot withdraw from it unless exceptional circumstances arise.
- (f) The minimum period of purchased leave that can be taken at any one time is one (1) day. To access a purchased leave day an employee must adhere to terms outlined in subclause 7.1.1 in addition to this subclause 7.1.4.

- (g) Purchased leave must be taken within one year of its accrual. The one-year period is calculated from the date the employee finishes paying for the full purchased leave accrual. If leave is not taken in that time or not used at time of resignation, the balance of such leave credits will be paid out.
- (h) Leave loading as outlined in 7.1.2 is not payable on purchased leave.

## 7.2 Sick Leave

### 7.2.1 Sick Leave

- (a) Every full-time employee shall be entitled to sick leave at the rate of ten (10) days per year on full pay and one (1) week without pay for each year of service which will accumulate without limit. Part-time employees shall access this entitlement on a pro-rata basis.
- (b) An employee who has not completed twelve (12) months service shall be entitled to sick leave on a pro rata basis.
- (c) An employee absent from work through illness or injury shall advise their Manager as soon as practicable of their absence and the likely duration.
- (d) An employee shall, on the account of illness or injury, provide a medical certificate for an absence on sick leave of more than two (2) consecutive days.
- (e) A manager may, at their discretion, request an employee to produce a medical certificate for any future period of sick leave (including single or dual days sick leave). This shall occur in the event the manager recognises a pattern of sick leave.
- (f) Where a medical certificate is requested and not produced, an employee shall only be entitled to sick leave without pay.
- (g) For the purpose of accruing sick leave the continuity of employment of an employee with the Corporation shall be deemed to be unbroken by any of the following situations:
  - (i) absence from work on leave granted by the employer
  - (ii) where a former employee of the Corporation regains employment with the Corporation within three months of their being dismissed or stood down.
- (h) In determining service for the purpose of calculation of sick leave entitlements the following leave shall not be recognised as service:
  - (i) absences on sick leave without pay for any period in excess of three (3) months;
  - (ii) absences from work without pay for which an employee is entitled to receive workers' compensation under the *Workers' Compensation Act 1990* for any period in excess of three (3) months.
- (i) Leave, which may be granted at any one time, shall not exceed the equivalent of 39 weeks (or 1482 hours) on full pay except with the approval of the Chief Executive Officer.
- (j) Employees unable to resume duty may be retired - If an employee is unable to resume duty on the expiration of all sick leave entitlements and medical retirement is considered premature, the employee may utilise annual leave (Clause 7.1) and long service leave (Clause 7.3) entitlements for sick leave purposes. On expiration of either:
  - (i) 39 weeks of sick leave; or
  - (ii) the employee's full sick leave entitlement, whichever is the greater, that employee may be called upon to retire from the Corporation in the event of unfitness to discharge their duties efficiently as certified by a Medical Practitioner appointed by the Corporation. (Such employee shall agree to such an examination).

### 7.2.2 Illness During Leave

Where an employee who has been granted annual leave or long service leave becomes ill and makes application in writing, supported by a medical certificate, People & Leadership may approve that sick leave be granted in lieu of such annual leave or long service leave. Provided that:

- (a) in the case of annual leave, the period of incapacity is in excess of three (3) working days;
- (b) in the case of long service leave, the period of incapacity is at least one (1) week.

### 7.2.3 Personal Emergency Leave

- (a) Provides a permanent employee access to one, 7.6-hour day for full-time employees and on a prorata basis for part-time employees from their sick leave entitlement per year. The ability to utilise leave for this specific purpose does not accrue from year to year.
- (b) Upon the use of the one days personal emergency leave an employee is entitled to access their annual leave and leave without pay entitlements as outlined in clause 7.1 and 3.2.4 respectively.
- (c) This leave is for the purpose of:
  - (i) providing additional care and/or compassionate support to members of the employee's family who may be ill, injured or recovering from surgery but are not covered by Carers Leave.
  - (ii) use in the case of emergency to care for a family member, e.g. absence of a child's carer or other unforeseen emergencies at the manager's discretion.
- (d) A family member is:
  - (i) Spouse (including former spouse, a de facto spouse, and a former de facto spouse) of the employee. A de facto spouse includes a person of the opposite or same sex who lives with the employee as the husband or wife of the employee on a bona fide domestic basis although not legally married to the employee; and
  - (ii) child or adult child (including an adopted child, a stepchild or an ex nuptial child) parent, grandparent, grandchild or sibling of the employee, or of the spouse of the employee.
  - (iii) a relative of the employee who is related by blood, marriage or affinity.
- (e) Affinity means a relationship that one spouse, because of marriage, has to blood relatives of the other.
- (f) Marriage is inclusive of a de facto or same sex relationship.
- (g) An employee who has previously been requested by their manager to present a medical certificate due to a pattern of sick leave shall be required to present a medical certificate or statutory declaration stating the nature of the emergency, upon accessing a personal emergency leave day.

### 7.2.4 Personal Leave Day

- (a) Provides a permanent employee access to one 7.6-hour day for full-time employees and on a prorata basis for part-time employees from their sick leave entitlement per year. The ability to utilise leave for this specific purpose does not accrue from year to year.
- (b) This leave is for the employee to attend to personal matters, including but not limited to, compassionate circumstances outside immediate family as defined in clause 7.2.3, and carer's leave.
- (c) To access a Personal Leave Day the employee shall:
  - (i) Have sick leave entitlements of at least 7.6 hours for full-time employees or a prorata for part-time employees; and
  - (ii) Seek approval in advance providing a minimum of 24 hours notice to their manager.
- (d) Dependant upon business requirements a manager may, at their discretion, not approve a Personal Leave Day and request an employee to come into work.

## 7.3 Long Service Leave

- 7.3.1 Entitlement - All employees who complete ten years continuous service shall be entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service subject to the following conditions. In accordance with the second tier agreement and

consequent variation to the Agreement, no employee will be entitled to accrue in excess of 26 weeks long service leave after 31 December 1990 except those employees who have, at that date, already exceeded that entitlement.

- 7.3.2 All employees who have completed seven (7) years of continuous services shall be entitled to take pro rata long service leave. This leave will not be payable upon termination until 10 years of service.
- 7.3.3 Long Service Leave will accrue on a pro-rata basis where an employee is part time or has taken leave without pay. Eligibility for long service leave is based upon an employee's original hire date except where there has been a break of service not related to leave without pay.
- 7.3.4 Limit at any one time - The minimum period of long service leave, which may be granted at any one time is one (1) day and the maximum is twenty-six (26) weeks. Please also refer to the TQEO Leave Policy.
- 7.3.5 An employee may request to extend their long service leave by taking the leave on half-pay subject to clause 7.3.6 and 7.3.7.
- 7.3.6 All applications for long service leave shall be given with timely notice and in writing to the employee's Manager.
- 7.3.7 Approval of the employee's application shall be contingent upon the Chief Executive Officer, or an officer with delegated authority determining:
- (i) that the employee has an entitlement under this clause to the period of leave requested at the time the employee desires such leave to commence; and
  - (ii) that leave for the period can be granted to the employee at that time without causing undue detriment to the Corporation.
- 7.3.8 The Chief Executive Officer, or an officer with delegated authority shall either:
- (i) approve the employee's application; or
  - (ii) approve an amended application by the employee after discussion with the employee and reaching agreement on the amount of leave to be taken and/or the period of such leave; or
  - (iii) refuse or defer consideration of the application if the Chief Executive Officer is not satisfied that the conditions contained in paragraphs (i) and (ii) of subclause 7.3.6 of this clause have been met.
- 7.3.9 The Chief Executive Officer, or an officer with delegated authority, shall notify the employee of the decision on the employee's application.
- 7.3.10 Payment in lieu of long service leave on resignation, retirement or termination - An employee who resigns, retires or terminates their service and who, on the date on which the resignation, retirement or termination of service became effective, was entitled to be granted long service leave shall be paid in lieu of that leave. Payment shall be calculated by applying the formula in 7.3.1 of this clause and using the salary rate the employee was receiving at the date on which the resignation, retirement or termination of service became effective deducting any long service leave previously taken. The period for which payment in lieu of long service leave shall be made shall not exceed twenty-six (26) weeks except in the case of:
- (i) an employee who resigns at any time after attaining 55 years of age; or
  - (ii) an employee, as prescribed in subclause 7.3.1 of this clause, who had accrued in excess of 26 weeks long service leave prior to 31 December 1990.

#### **7.4 Christmas/New Year Compulsory Closure**

- 7.4.1 Tourism Queensland Employing Office will have a compulsory closure for all staff for the Christmas (25 December) to New Year (1 January) period ("the compulsory closure period"). Compulsory closure arrangements for this period are based on:
- (i) the benefits that result from closure during a traditionally low productivity period; and
  - (ii) providing the opportunity for staff to have a substantial break for family or other reasons.



7.4.2 All full time, temporary full time, part time and temporary part time employees are entitled to one working day on full pay without debit to any leave account (“the concessional leave day”) on the first working day between 25 December and 1 January in exchange for compulsorily taking leave in accordance with Subclause 7.4.5 for the remaining working days during the compulsory closure period.

7.4.3 Where an employee is absent on annual leave, sick leave or long service leave on every working day of the compulsory closure period, the employee’s leave is to be adjusted so that one working day is granted without debit to any leave account. Employees absent on any other form of paid or unpaid leave throughout the compulsory closure period shall not qualify for the one (1) day leave on full pay without debit to any leave account when absent on any other form of leave.

7.4.4 Part-time employees only qualify for the concessional leave day when their regular ordinary hours fall on that particular day. Where a part-time employee does qualify for the concessional leave day, payment will be based on the ordinary regular hours that they would have ordinarily worked on that day if it were a working day. Part-time employees’ regular working hours should not be altered purely to attract the benefits of the concessional leave day.

7.4.5 Leave Options:

The following types of leave may be used by employees during the compulsory closure period (please also refer to the TQEO Leave Policy):

- (i) Annual leave;
- (ii) Long service leave;
- (iii) Leave without Pay;
- (iv) Time off in lieu balance (provided the total amount of the time off in lieu is not less than one [1] full working day);
- (v) Purchased Leave.

## **7.5 Paid Parental Leave**

### **7.5.1 Maternity Leave**

- (a) Employees are eligible to access fourteen (14) weeks paid leave at the commencement of their maternity leave period.
- (b) To be eligible for paid maternity leave, an employee will have to comply with all the criteria established in the Family Leave Award - State for unpaid maternity leave. In particular, an Employee will have accrued a period of twelve months continuous service prior to proceeding on maternity leave.
- (c) An employee will be entitled to receive their normal rate of pay for the fourteen week paid period upon commencement of maternity leave.
- (d) Payment of the fourteen-week period of paid maternity leave will be managed through Tourism Queensland Employing Office normal wages system.
- (e) Periods of paid maternity leave will not break continuity of service of an employee and shall be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

### **7.5.2 Paid Adoption Leave**

- (a) To be eligible for any period of paid adoption leave:
  - (i) an employee will have to comply with all the criteria established in the Family Leave Award - State.
  - (ii) an employee will have accrued a period of 12 months continuous service prior to proceeding on adoption leave
  - (iii) an employee will have to provide a statutory declaration stating their “primary carer” responsibilities of the child. If both parents should work for Tourism Queensland Employing Office only one parent will be entitled to the paid component of adoption leave.

- (b) An Employee will be entitled to receive their normal rate of pay for the fourteen week paid period upon commencement of adoption leave.
- (c) Payment of the fourteen week period of paid adoption leave will be managed through Tourism Queensland Employing Office normal wages system.
- (d) Periods of paid adoption leave will not break continuity of service of an employee and shall be taken into account in calculating the period of service for any purpose of any relevant award or agreement.
- (e) The amount of adoption leave available to an employee is reduced by any amount of leave (paid or unpaid) taken by your partner. The total combined leave an employee and their partner are entitled to take cannot exceed 52 weeks from the time of placement.
- (f) An employee who is not the primary carer is entitled to three weeks unpaid adoption leave at the time of the placement of the child.

### 7.5.3 Paid Paternity Leave

- (a) Permanent employees who are not the primary carer's of their child are eligible to one week's paid paternity leave at the time of the birth or adoption of their child.
- (b) To be eligible for one week's paid paternity leave and any unpaid paternity leave:
  - (i) an employee will have to comply with all the criteria established in the Family Leave Award - State;
  - (ii) an employee will have accrued a period of 12 months continuous service prior to proceeding on paternity leave; and
  - (iii) an employee will have to provide evidence (i.e. certificate) of the birth and / or adoption of their child.

### 7.5.4 Paid Maternity, Adoption and Paternity Leave on a Half Pay Basis.

- (a) An employee eligible for paid maternity, adoption or paternity leave may request to extend the leave by taking the paid leave on half pay ie:
  - (i) 14 weeks paid maternity and adoption leave may be extended to 28 weeks at half pay.
  - (ii) 1 week paid paternity leave may be extended to 2 weeks at half pay.

## 7.6 Family Leave

7.6.1 The provisions of the Family Leave Award - State and Chapter 2, Part 2 of the *Industrial Relations Act 1999* as amended from time to time are deemed to form part of this Agreement. A copy of the Award is available from People & Leadership, and a copy of the relevant excerpts of the current legislation is included as Appendix F to this Agreement.

### 7.6.2 Maternity, Paternity, Adoption Leave

Family Leave provides for unpaid maternity, paternity and adoption leave. Part-time and casual work under this Agreement can be performed, by agreement between the employer and employee, during a period the employee is absent on maternity, paternity or adoption leave.

### 7.6.3 Carer's Leave

- (a) Family Leave provides for a part of sick leave and annual leave entitlements to be accessed as carer's leave. This leave may be used to provide care to members of the employee's immediate family or household who are defined as follows: -
  - (i) spouse (including former spouse, a de facto spouse, and a former de facto spouse) of the employee. A de facto spouse includes a person of the opposite or same sex who lives with the employee as the husband or wife of the employee on a bona fide domestic basis although not legally married to the employee; and
  - (ii) child or adult child (including an adopted child, a step child or an ex nuptial child) parent, grandparent, grandchild or sibling of the employee, or of the spouse of the employee.

- (b) For the purposes of carer's leave, access to sick leave entitlements shall be limited to any unused entitlement accrued since 29 June 1995.

Refer to clause 7.2.3 and clause 7.2.4 for additional flexibility to Carer's leave.

## **7.7 Bereavement Leave**

A full-time or part-time employee will be entitled to a maximum of three (3) days leave without loss of pay on each occasion, and on production of satisfactory evidence of the death. A permanent employee may also access their annual leave and leave without pay entitlements as outlined in clause 7.1.1 and 3.2.4 respectively.

Leave will be provided to employees for family members as outlined in clause 7.6.3 (a), or any other person approved by the employer.

## **7.8 Study and Examination Leave**

7.8.1 An employee shall be granted leave on full pay:

- (a) to undertake examination study required in a subject which is part of a course approved by Tourism Queensland Employing Office Further Learning Program; and
- (b) to sit for examinations, which are required in a subject, which is part of a course, approved by Tourism Queensland Employing Office Further Learning Program.

7.8.2 A full-time employee is entitled to a maximum of 38 ordinary hours leave per calendar year and a pro-rata for part-time employees under this clause with a maximum of 15.2 ordinary hours leave per subject, provided that the employee shall produce satisfactory evidence of the requirement to attend such examinations to the Employer.

## **7.9 Leave of Absence to Attend Naval, Military or Air Force Training**

7.8.1 Permanent employees other than temporary or replacement employees may be granted leave of absence for annual attendance at naval, military and air force training. Such attendance shall be for one period of continuous training of up to two (2) weeks in each financial year.

7.8.2 In each case evidence of the necessity for attendance at the training course shall be submitted with the employee's application. Adequate notice shall be given. At the conclusion of the training course the employee shall give their Manager a certificate of their attendance at the training course signed by the employee's Commanding Officer.

7.8.3 Where the Employer is unable to grant leave of absence to an employee for the purpose of attending a training course of the employee's own unit or corps, the Employer may grant in lieu, leave of absence for the purpose of attending an equivalent training course with another unit or corps.

7.8.4 The employee shall be paid the difference between the Services pay received and the employee's normal salary. At the conclusion of the training course the employee will submit evidence of Services pay received to the Pay Office.

7.8.5 Injury sustained during such leave - An employee, who while undergoing or receiving or performing training or instruction or service referred to in this clause, sustains injury or contracts an illness necessitating their absence from duty beyond the period of leave granted in this clause may be granted further leave of absence without pay.

## **7.10 Withdrawal of Leave**

Except in the case of sick leave, family leave or bereavement leave, the Chief Executive Officer may withdraw leave granted to an employee at any time if the interests of the Corporation so require. Provided that, at the earliest opportunity convenient to the Corporation, the employee shall be allowed to take any of the withdrawn leave. An employee shall be fully compensated for cancellation fees and/or additional expenses arising from the withdrawal of or recall from annual leave or long service leave.

## **7.11 Leave for Jury Service and Court Attendance as a Witness**

An employee summoned to undertake jury service or attend any Court, as a witness on behalf of the Crown shall be granted leave on full salary for that purpose.

All fees paid to an employee in respect of service as a juror or witness during the period for which leave is granted shall be paid to the Corporation.

Where, on any day during the period for which leave is granted, the salary of the employee is less than the fee payable for that day, the employee shall be entitled to retain the difference between the salary and the fee.

## 7.12 Public Holidays

### 7.12.1 Full time and Part-time Employees

- (a) All work done by any Full-time or Part-time employee on:
- (i) 1 January (New Year's Day);
  - (ii) 26 January (Australia Day);
  - (iii) Good Friday;
  - (iv) Easter Monday;
  - (v) 25 April (Anzac Day);
  - (vi) 25 December (Christmas Day);
  - (vii) 26 December (Boxing Day);
  - (viii) a day that, under (or in accordance with a procedure under) a law of a State or Territory, is substituted for one of these days; and
  - (ix) any other day declared by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of that State or Territory, as a public holiday shall be paid for at the rate of double time and a-half with a minimum of four (4) hours.
- (b) All work done by employees in a district specified from time to time by the Minister by notification published in the Gazette on the day appointed under the Holidays Act 1983, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification of such district shall be paid for at the rate of double time and a-half with a minimum of four (4) hours.
- (c) For the purposes of this provision "double time and a half" shall mean ordinary payment for the rostered hours had the day been a normal working day plus one and one-half times the ordinary hourly rate for time actually worked or by agreement between the parties:
- (i) time off equal to the hours worked in addition to one and a half times the ordinary hourly rate for the time actually worked;
  - (ii) All time worked on any of the public holidays mentioned in clause 7.12.1 (a) outside the rostered starting and ceasing times (had the day been an ordinary working day) shall be paid for at double the normal overtime rate.

### 7.12.2 Casual Employees

All work done by a casual employee on a Public Holiday listed in subclause 7.12.1 shall be paid for at the rate of double time and a half with a minimum payment for four hours worked. Double time and a half shall mean two and a half times the hourly casual rate of pay for the relevant job group level.

Signed for and on behalf of  
The Tourism Queensland Employing Office

Anthony Hayes  
Chief Executive Officer

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In the presence of

Diana Cuman

---

Date

2 September 2009

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Signed for and on behalf of employees of The  
Tourism Queensland Employing Office

Alex Scott  
Secretary  
The Queensland Public Sector Union of Employees

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In the presence of

Danielle Cohen

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Date

31 August 2009

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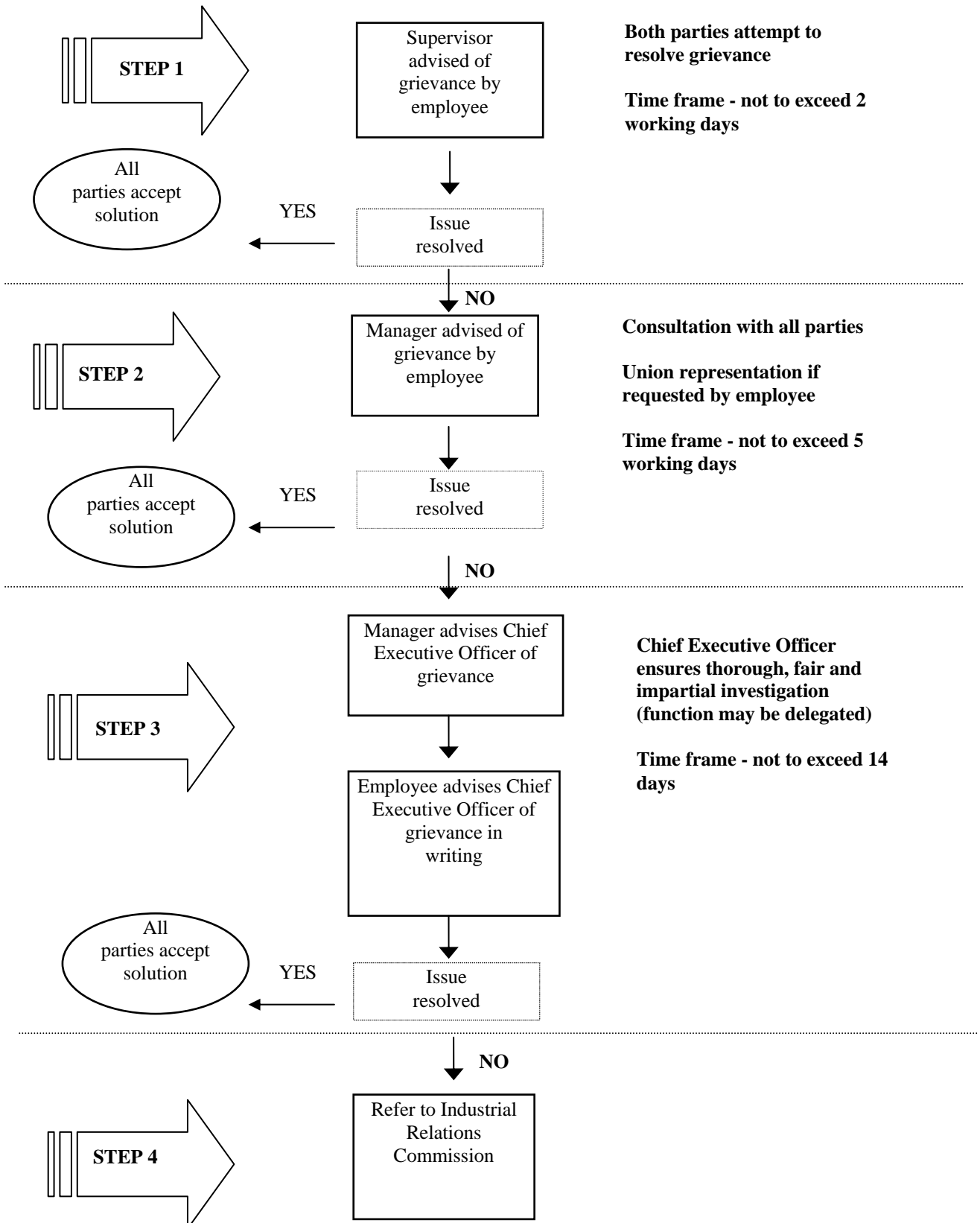
## Appendix A

### Definitions

Casual Employee	is an employee, other than a full time, temporary or part-time employee, engaged and paid on an hourly basis. In the case of casual employees each engagement stands alone.
Corporation	shall mean Tourism Queensland constituted under Tourism Queensland Act 1979.
FTE	Full time Equivalent (FTE) represents the number hours worked as a proportion of the fulltime hours available
Full Time Employee	shall mean an employee who is engaged and paid for 152 ordinary hours in each four weekly working cycle
Level	is the salary group name in which a position has been valued within Tourism Queensland Employing Office based on the Mercer Job Evaluation system.
Minimum Salaries	is the minimum annual salary payable to the applicable level. The minimum salaries as detailed in Appendix C.
Part-time Employee	shall mean an employee, other than a full time, temporary or casual employee, engaged and paid for up to 151 ordinary hours in each four weekly working cycle
Retention	Is the measure of the number of employees who stay with the organisation as a proportion of the staff FTE.
Rostered hours/Ordinary hours	shall mean an employee's ordinary working hours, not exceeding 152 hours per 28 day cycle
Temporary Employee	shall mean an employee, who is engaged as such for a specific period on either a full time or part-time basis..
Working day	shall mean any day upon which an employee is rostered to work any ordinary hours.
ECC	is the Tourism Queensland Employee Consultative Committee.

## Appendix B

### Dispute Settlement Procedure



**Appendix C****Salaries**

	01/07/2009		01/07/2010		01/07/2011	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Level 1	35,314	43,789	36,727	45,540	38,196	47,362
Level 2	39,500	47,816	41,080	49,729	42,723	51,718
Level 3	44,615	55,153	46,400	57,359	48,256	59,653
Level 4	51,668	63,558	53,734	66,101	55,884	68,745
Level 5	58,062	71,001	60,385	73,841	62,800	76,794
Level 6	66,481	80,185	69,140	83,393	71,905	86,728
Level 7	74,978	85,156	77,977	88,562	81,096	92,105



## Appendix D

# TERMINATION OF EMPLOYMENT

## 1. INTRODUCTION

Both the Tourism Queensland Employing Office and individual employees have the right to terminate employment according to the conditions applied under this Agreement or, where this does not cover the employee, the employee's employment contract.

## 2. RESIGNATION

An employee shall provide the Tourism Queensland Employing Office the appropriate notice in accordance with their relevant employment contract. That is an employee employed by under the Enterprise Agreement shall provide the notice stated in the Agreement and an employee employed under a management contract shall provide the notice stated in their contract.

### 2.1 RESIGNATION WHILST ON PARENTAL LEAVE

A staff member on maternity/adoption leave may terminate their employment at any time during the period of leave by providing the notice as specified in the relevant employment contract.

### 2.2 RETIREMENT DUE TO ILL HEALTH

Employees unable to resume duty may be retired - If an employee is unable to resume duty on the expiration of all sick leave entitlements and medical retirement is considered premature, the employee may utilise annual leave and long service leave entitlements for sick leave purposes.

On expiration of either:

- i) 39 weeks of sick leave; or
- ii) the employee's full sick leave entitlement, whichever is the greater, that employee may be called upon to retire from the Tourism Queensland Employing Office in the event of unfitness to discharge their duties efficiently as certified by a Medical Practitioner appointed by the Tourism Queensland Employing Office. (Such employee shall agree to such an examination).

## 3. DISMISSAL

### 3.1 DISMISSAL DUE TO PERFORMANCE

An employee who is not achieving the performance standard of their role and has been through the performance management process may have their employment terminated should their performance not reach the agreed standard within the agreed timeframes.

Further details on the Tourism Queensland Employing Office performance management process can be sourced from the Performance Management Policy.

### 3.2 DISMISSAL DUE TO SERIOUS MISCONDUCT

The Employer may terminate the Employee's employment under this Agreement immediately if the Employee is guilty of serious misconduct, which includes, but is not limited to, the following:

- a) wilful or gross neglect or gross negligence in the performance of the Employee's responsibilities;
- b) serious incompetence or inefficiency in the performance of the Employee's duties;
- c) serious or repeated breaches of the Code of Conduct Policy or repudiation of any term in the Employment contract;
- d) disobedience or neglect of any lawful order or direction given by or on behalf of the Employer;
- e) habitual use of alcohol or narcotics while engaged in the performance of duties;
- f) misappropriation of any property of the Employer;

- g) engaging in physical violence, abuse or bad language towards any other employee, client, member of the public or other person having business dealings with the Employer;
- h) any act of dishonesty or fraud in the course of or in connection with the performance of the employee's duties; or
- i) any act or omission which brings or is likely to bring the Employer into disrepute.

In the event of termination, the Employee shall not be entitled to any period of notice or payments in lieu of notice.

A decision that the employment of the employee is no longer to continue can only be authorised by the Chief Executive Officer or their nominated delegate.

#### **4. REDUNDANCY**

The redundancy provisions apply only when an employee's position has become redundant, and where all redeployment options have been exhausted. Refer to the redundancy policy for full details.

## Appendix E

### REDEPLOYMENT AND REDUNDANCY

<b>1</b>	<b>POLICY</b>	<b>35</b>
<b>2</b>	<b>REDEPLOYMENT</b>	<b>35</b>
<b>3</b>	<b>REDUNDANCY</b>	<b>35</b>
<b>4</b>	<b>Entitlements</b>	<b>36</b>
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<b>5</b>	<b>Refunding of Severance Benefit upon Re-employment</b>	<b>36</b>

#### 1. POLICY

1. The redundancy provisions apply only when an employee's position has become redundant, and where all redeployment options have been exhausted.
2. A position becomes redundant where a function in Tourism Queensland is no longer required and the position is no longer needed as a result of some organisational change.
3. Retrenchment will only occur in exceptional circumstances where deployment/redeployment are no longer viable options, and then only with the approval of the Chief Executive Officer.
4. Where changes to employment arrangements are necessary, the Tourism Queensland Employing Office and the employee will actively pursue retraining and deployment/redeployment opportunities.

#### 2. REDEPLOYMENT

Prior to a redundancy payment being available, it must first be ascertained if there is a position that is the same or similar and at level to the position being made redundant, to which the employee could be redeployed. If this is available, then this redeployment automatically occurs.

If this is not possible, the following options are investigated and made available where applicable:

1. Transfer to lower level position that the employee has the skills and ability to fulfil. The employee's permanent salary immediately prior to accepting the lower level role is held for twelve (12) months.
2. Transfer to a different position at same level (where there is known to be a skill set match)
3. The employee may apply for a substantially different position at the same or higher level. The full recruitment process will be followed, including internal and external advertising if appropriate.

#### 3. REDUNDANCY

1. Where an employee is unable to be deployed/redeployed as outlined in section 2, the manager should forward to People & Leadership a report outlining specific details in regard to the position no longer being available and the actions taken to place the employee in suitable employment within Tourism Queensland.
2. The Director People & Leadership together with the relevant divisional Executive Director will prepare a submission to the Chief Executive Officer recommending that the employee be retrenched.
3. Following approval, the Chief Executive Officer, or the delegated authority, will formally advise the employee that as the Tourism Queensland Employing Office is unable to place them in suitable employment, they will be retrenched from a specified date.
4. The specified date should be calculated on a case by case basis, dependant on the situation of each retrenchment and the role involved.

5. People & Leadership will arrange the calculation of the employee's retrenchment entitlements and make the necessary arrangements for the payment of all entitlements on the termination date.
6. Once the date the employee will cease duty is known, the employee's supervisor should commence the normal exit procedures as soon as is operationally convenient.

#### **4. ENTITLEMENTS**

The retrenchment package shall consist of the following entitlements:

##### **4.1 Notice period**

The notice period to be worked or paid in lieu of notice will be in line with the applicable terms of employment as outlined in the Enterprise Agreement or Contract of Employment.

##### **4.2 Leave**

- 1 Accrued annual leave;
- 2 Accrued long service leave for employees who have at least one (1) year's service which has been recognised for long service leave purposes;
- 3 Where an employee has been performing higher duties for a continuous period of twelve (12) months or more at the date of termination, the payment of accrued annual leave and long service leave shall be calculated at the higher duties rate; and
- 4 Where the period of continuous relieving is less than twelve (12) months, long service leave shall be calculated at the employee's permanent rate, however annual leave shall be at the higher duties rate.

##### **4.3 Severance Benefit**

- 1 Full Time Employees

Two (2) weeks pay per year of recognised service and a proportionate amount for an incomplete year and paid at the employee's permanent level, with a minimum of four (4) weeks up to a maximum of 52 weeks.

- 2 Part-time Employees

A part-time employee shall be entitled to a severance benefit, on a pro rata basis, of two (2) weeks full time pay per year of recognised service and a proportionate amount for an incomplete year. A year of service is calculated on the total full-time equivalent years of service.

*(Example: If an employee worked as a full-time employee for 10 years and then converted to part-time employment at 0.5 FTE for a further 5 years and 6 months, the total full time equivalent years of service would be 12.75.)*

##### **4.4 Recognition of Service**

In addition to the severance package an additional payment of \$6,500 or eight (8) weeks pay pro rata whichever is the greater will be made.

##### **4.5 Superannuation**

An employee's superannuation benefit is calculated according to the prescribed conditions of the superannuation scheme of which the employee is a member.

#### **5. REFUNDING OF SEVERANCE BENEFIT UPON RE-EMPLOYMENT**

- 1 An employee who has received a retrenchment package under this policy and who is subsequently re-employed in a Queensland Government entity as a consultant or on a casual, part-time or full-time basis for a total cumulative period of more than 20 working days during the period of time covered by the severance benefit, is not entitled to retain that portion of the benefit applicable to the period of re-employment.

- 2 As a condition of re-employment, the employee will be required to refund to the Crown that portion of the severance benefit to which they are not entitled.
- 3 People & Leadership will implement procedures to ensure repayment of the un-entitled portion of the severance benefit from an employee who has received such a benefit and is subsequently employed by the Tourism Queensland Employing Office.

## Appendix F

**P A R E N T A L   L E A V E   –   R E L E V A N T   E X C E R P T S   F R O M   T H E  
I N D U S T R I A L   R E L A T I O N S   A C T   1 9 9 9**

### 16 Who this division does not apply to

This division does not apply to--

- (a) casual employees, other than long term casual employees; or
- (b) seasonal employees; or
- (c) pieceworkers.

### 17 Definitions for pt 2

In this part—

**adoption leave** means short adoption leave or long adoption leave.

**child**, for adoption leave, means a child who is under the age of 5 years, but does not include a child who--

- (a) has previously lived continuously with the employee for a period of at least 6 months; or
- (b) is the child or stepchild of the employee or employee's spouse.

**long adoption leave** means leave taken by an employee to enable the employee to be the primary caregiver of an adopted child.

**long parental leave** means--

- (a) for a pregnant employee--maternity leave; or
- (b) for an employee whose spouse gives birth--leave taken by the employee to enable the employee to be the child's primary caregiver.

**maternity leave** means leave that a pregnant employee takes--

- (a) for the birth of her child; or
- (b) to enable her to be the child's primary caregiver.

**parental leave** means long parental leave, short parental leave or adoption leave.

**parental leave entitlement** means the parental leave entitlement mentioned in section 18(2), (3) or (4).

**short adoption leave** means leave taken by an employee at the time of the placement of an adopted child with the employee.

**short parental leave** means leave taken by an employee, in connection with the birth of a child of the employee's spouse, at the time of—

- (a) the birth of the child; or
- (b) the other termination of the pregnancy.

**short term casual employee** means a casual employee, other than a long term casual employee.

### 18 Entitlement

- (1) This section details the parental leave entitlement of an employee for--
  - (a) an employee who is not a long term casual employee and who has had at least 12 months continuous service with the employer; or
  - (b) a long term casual employee.
- (2) A pregnant employee is entitled to an unbroken period of up to 52 weeks unpaid maternity leave--
  - (a) for the child's birth; and
  - (b) to be the child's primary caregiver.
- (3) For the birth of a child of an employee's spouse, the employee is entitled to the following leave--
  - (a) an unbroken period of up to 1 week's unpaid short parental leave;
  - (b) a further unbroken period of up to 51 weeks unpaid long parental leave.
- (4) For the adoption of a child, an employee is entitled to the following leave--
  - (a) an unbroken period of up to 3 weeks unpaid short adoption leave;
  - (b) a further unbroken period of up to 49 weeks unpaid long adoption leave.
- (5) However, parental leave must not extend--
  - (a) beyond 1 year after the child was born or adopted; or

- (b) if an application for an extension of parental leave under section 29A is agreed to--beyond 2 years after the child was born or adopted.
- (6) In this section—  
**continuous service** means service, including a period of authorised leave or absence, under an unbroken employment contract.

## 26 Cancelling parental leave

- (1) Parental leave applied for but not started is automatically cancelled if--
  - (a) the employee withdraws the application for leave by written notice to the employer; or
  - (b) the pregnancy terminates other than by the birth of a living child; or
  - (c) the placement of the child with the employee for adoption purposes does not proceed.
- (2) If, while an employee is on parental leave--
  - (a) the pregnancy terminates other than by the birth of a living child; or
  - (b) the child in relation to whom the employee is on parental leave dies; or
  - (c) the placement of the child with the employee for adoption purposes does not proceed or continue;
 the employee is entitled to resume work at a time nominated by his or her employer within 2 weeks after the day on which the employee gives his or her employer a written notice stating the employee intends to resume work and the reason for the resumption.
- (3) This section does not affect an employee's entitlement to special maternity leave or sick leave under section 37.

## 28 Interruption of parental leave by return to work

- (1) An employee and employer may agree that the employee break the period of parental leave by returning to work for the employer, whether on a full-time, part-time or casual basis.
- (2) The period of parental leave can not be extended by the return to work beyond the total period allowed under section 18.

## 29 Extending period of parental leave by notice

- (1) An employee may extend the period of parental leave once only by written notice given to the employer at least 14 days--
  - (a) before the start of the parental leave; or
  - (b) if the parental leave has been started--before the parental leave ends.
- (2) The notice must state when the extended period of parental leave ends.
- (3) The total period of parental leave can not be extended under subsection (1) beyond the total period mentioned in section 18(5)(a).

## 29A Extending period of parental leave by agreement

- (1) A pregnant employee entitled to maternity leave under section 18(2), or an employee who is taking maternity leave, may apply to the employer for an extension of the maternity leave for an unbroken period of up to 104 weeks in total.
- (2) An employee entitled to parental leave for the birth of a child of the employee's spouse under section 18(3), or who is taking parental leave for the birth, may apply to the employer for either or both of the following--
  - (a) an extension of the short parental leave for an unbroken period of up to 8 weeks in total;
  - (b) an extension of the long parental leave for an unbroken period of up to 96 weeks in total.
- (3) An employee entitled to parental leave for the adoption of a child under section 18(4), or who is taking adoption leave for the adoption, may apply to the employer for either or both of the following--
  - (a) an extension of the short adoption leave for an unbroken period of up to 8 weeks in total;
  - (b) an extension of the long adoption leave for an unbroken period of up to 96 weeks in total.
- (4) An employee may not make more than 1 application under subsection (1), (2) or (3) within any 12 month period, unless the employer agrees.

## 29B Employee on parental leave may apply to work part-time

- (1) An employee on parental leave may apply to the employer to return to work on a part-time basis.
- (2) An employee may not make more than 1 application under this section within any 12 month period, unless the employer agrees.

## 29C Application for extension or part-time work

- (1) An application mentioned in section 29A or 29B must--
  - (a) be in writing; and
  - (b) be made--
    - (i) for an application for an extension of short parental leave or short adoption leave--at least 2 business days before the leave ends; or
    - (ii) for an application for an extension of maternity leave, long parental leave or long adoption leave--at least 4 weeks before the leave ends; or

- (iii) for an application to return to work on a part-time basis--at least 7 weeks before the leave ends; and
- (c) state that it is an application for an extension of parental leave under section 29A or an application to return to work on a part-time basis under section 29B, as appropriate; and
- (d) state the dates the extension, or return to work on a part-time basis, being applied for is to start and end; and
- (e) state the impact refusal of the application might have on the employee and the employee's dependants; and
- (f) be accompanied by a statutory declaration by the employee stating--
  - (i) for an application for an extension of maternity leave, long parental leave or long adoption leave--the employee is seeking the extension so the employee can continue to be the child's primary caregiver; or
  - (ii) for an application to return to work on a part-time basis--the employee is seeking to work on a part-time basis so the employee can continue to be the child's primary caregiver when not at work.
- (2) The period in relation to which an application under section 29B may be made can not extend beyond the day the child in relation to whom parental leave was taken is required to be enrolled for compulsory schooling under the Education (General Provisions) Act 2006.
- (3) A person may apply under section 29A or 29B even if the person started parental leave before the commencement of this section.

### **29D Employer to give proper consideration to application for extension or part-time work**

- (1) In deciding whether to agree to an application for an extension of the period of parental leave under section 29A or an application to return to work on a part-time basis under section 29B, the employer must consider the following--
  - (a) the particular circumstances of the employee that give rise to the application, particularly circumstances relating to the employee's role as the child's caregiver;
  - (b) the impact refusal of the application might have on the employee and the employee's dependants;
  - (c) the effect that agreeing to the application would have on the conduct of the employer's business, including, for example--
    - (i) any additional cost the employer would incur; and
    - (ii) the employer's capacity to reorganise work arrangements; and
    - (iii) the availability of competent replacement staff; and
    - (iv) any loss of efficiency in the conduct of the employer's business; and
    - (v) the impact of the employee's absence or temporary absence on the delivery of customer service.
- (2) The employer must not unreasonably refuse an application under section 29A or 29B.
- (3) The employer must advise the employee, in writing, of the employer's decision--
  - (a) if the application is for an extension of short parental leave or short adoption leave--as soon as possible after receiving the application but before the short parental leave or short adoption leave ends; or
  - (b) for any other application--within 14 days after receiving the application.
- (4) If the employer refuses the application, the employer must provide the employee with written reasons for refusing the application.

### **30 Shortening period of parental leave**

If the employer agrees, an employee may shorten parental leave by written notice given to the employer at least 14 days before the employee wants to return to work.

### **31 Effect on parental leave of ceasing to be the primary caregiver**

- (1) This section applies if--
  - (a) during a substantial period starting on or after the start of an employee's long parental leave, the employee is not the child's primary caregiver; and
  - (b) considering the length of the period and any other relevant circumstances, it is reasonable to expect the employee will not again become the child's primary caregiver within a reasonable period.
- (2) The employer may notify the employee of the day, at least 4 weeks after the employer gives the notice, on which the employee must return to work.
- (3) If the employee returns to work, the employer must cancel the rest of the leave.

### **32 Return to work after parental leave etc.**

- (1) This section applies to--
  - (a) an employee who returns to work after parental leave; or
  - (b) a female employee who returns to work after special maternity leave or sick leave under section 37.
- (2) The employee is entitled to be employed in--
  - (a) the position held by the employee immediately before starting parental leave; or



- (b) if the employee worked part-time because of the pregnancy before starting maternity leave--the position held by the employee immediately before starting part-time work; or
  - (c) if the employee was transferred to a safe job under section 36 before starting maternity leave--the position held by the employee immediately before the transfer.
- (3) If the position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position that is, as nearly as possible, comparable in status and remuneration to that of the employee's former position.
  - (4) An employer must make a position to which an employee is entitled available to the employee.
  - (5) If a long term casual employee's hours were reduced because of the pregnancy before starting maternity leave, the employer must restore the employee's hours to hours equivalent to those worked immediately before the hours were reduced.

### **38A Employer's obligation to advise about significant change at the workplace**

- (1) This section applies--
  - (a) if an employer decides to implement significant change at a workplace; and
  - (b) whether or not the decision was made before the commencement of this section if the decision had not been implemented at the commencement.
- (2) The employer must take reasonable action to advise each employee who is absent from the workplace on parental leave about the proposed change before it is implemented.
- (3) The advice must inform the employee of the change and any effect it will have on the position the employee held before starting parental leave, including, for example, its status or the level of responsibility attaching to the position.
- (4) The employer must give the employee a reasonable opportunity to discuss any significant effect the change will have on the employee's position.

### **38B Employee's obligations to advise employer about particular changes**

- (1) An employee who is absent on parental leave must advise the employer of any change in the employee's contact details, including any change of address.

*Note--*

*Advice given under subsection (1) may be used by an employer for section 38A if a need arises to advise the employee about significant change at the workplace.*

- (2) An employee who is absent on parental leave must also take reasonable steps to advise the employer of any significant change affecting the following as soon as possible after the change happens--
  - (a) the length of the employee's parental leave;
  - (b) the date the employee intends to return to work;
  - (c) an earlier decision to return to work on a full-time basis or to apply to return to work on a part-time basis.