

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

South Bank Employing Office Employees' Certified Agreement 2016

*Matter No. CA/2016/185*

DEPUTY PRESIDENT O`CONNOR

19 December 2016

CERTIFICATE

This matter coming on for hearing before the Commission on 19 December 2016 the Commission certifies the following written agreement:

South Bank Employing Office Employees' Certified Agreement 2016 – CA/2016/185.

Made between:

South Bank Employing Office and  
Together Queensland, Industrial Union of Employees  
United Voice, Industrial Union of Employees, Queensland

The agreement was certified by the Commission on 19 December 2016 and shall operate from 19 December 2016 until its nominal expiry on 28 February 2019.

This agreement cancels South Bank Employing Office Employees' Certified Agreement (CA/2011/355).

By the Commission.

Deputy President O`Connor

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

**Industrial Relations Act 1999  
S156**

**South Bank Employing Office**

**AND**

**Together Queensland, Industrial Union of Employees and United Voice,  
Industrial Union of Employees, Queensland**

**(No. CA185 of 2016)**

**SOUTH BANK EMPLOYING OFFICE EMPLOYEES'  
CERTIFIED AGREEMENT 2016**

THIS AGREEMENT made under the *Industrial Relations Act 1999*, on 19 December.2016, between South Bank Employing Office (the Employer) **and** Together Queensland, Industrial Union of Employees and United Voice, Industrial Union of Employees, Queensland (“the Unions”) witnesses that the parties mutually agree as follows:

**PART 1 : APPLICATION AND OPERATION**

**1.1 Title**

This Agreement shall be known as the South Bank Employing Office Employees’ Certified Agreement 2016.

**1.2 Arrangement**

**PART 1 : APPLICATION AND OPERATION**

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### **1.3 Application and Parties Bound**

This Agreement shall apply to Together Queensland, Industrial Union of Employees and United Voice, Industrial Union of Employees, Queensland (“the Unions”) and South Bank Employing Office (the “Employer”) as the Employer and its employees, for whom classifications and rates of pay are prescribed by this Agreement.

### **1.4 Date of Operation**

This Agreement operates from the date of certification by the Queensland Industrial Relations Commission (“the Commission”) until the nominal expiry date of 28 February 2019. The parties agree that its terms will be given operative effect on and from 1 March 2016.

### **1.5 Posting of Agreement**

A copy of this Agreement must be displayed in a conspicuous place at the workplace, where it can be easily read by employees in the workplace. Electronic access to this Agreement where available is sufficient to meet the requirements of this clause.

### **1.6 Relationship to Awards and Industrial Instruments**

This Agreement is to be read in conjunction with the following Awards:

*Miscellaneous Administrative Employees Award – State 2016; and General Employees (Queensland Government Departments) and Other Employees Award – State 2015.*

In the event of any inconsistency with existing awards and industrial instruments, the terms of this Agreement will take precedence.

### **1.7 Objectives**

South Bank Employing Office (SBEO) is a Queensland Government Statutory Authority established by the *South Bank Corporation Act 1989* (as amended).

South Bank Parklands is an important public leisure and tourism facility providing world class services to the public generally and domestic and international tourists, 365 days per year and up to 24 hours per day.

South Bank Employing Office is responsible for the provision of management promotional and operational services, which necessitates Employing Office employees being available to attend to relevant duties at times scheduled to meet those needs in a competitive and efficient manner.

To achieve these goals, the Employing Office and its employees acknowledge that an appropriate level of flexibility must be incorporated into work practice arrangements, sufficient to enable the Employing Office to ensure that:

- (1) appropriate employee resources are available at times to meet relevant business needs;
- (2) employee resources are efficiently organised;
- (3) the demands placed on employees do not impact adversely on their personal lives (outside working hours); and
- (4) opportunities are provided for employees to improve their skills and experience through formal and “on the job” training programs.

This Agreement has been negotiated by the parties as an endeavour to recognise the needs of the enterprise and employees and to facilitate achievement of the Employing Office’s objectives.

## **1.8 Equity Considerations**

- (1) This Agreement will achieve the principal objects specified in sections 3(c), 3(d) and 3(n) of the *Industrial Relations Act 1999*. We will respect and value the diversity of our employees through helping to prevent and eliminate discrimination.
- (2) In addition, the effect of this Agreement is not to allow any conduct or treatment, either direct or indirect, that would contravene the *Anti-Discrimination Act 1991*.

## **1.9 Definitions**

For the purpose of this Agreement:

- (1) "Full-Time employee" shall mean an employee engaged as such.
- (2) "Part-Time employee" shall mean an employee engaged as such, and who is regularly employed for not more than 128 hours over a four week roster cycle except where flexible working arrangements apply, as per clause 3.5 of this Agreement.
- (3) "Casual employee" shall mean an employee engaged as such who is employed by the hour.
- (4) "Temporary employee" shall mean an employee appointed as such who is engaged for a set period of time to fill a temporary vacancy, assist with a special project of specified duration or take up work occasioned by a Full-Time or Part-Time employee being absent on leave or other absences from duty.
- (5) "Unions" shall mean the Together Queensland, Industrial Union of Employees and United Voice, Industrial Union of Employees, Queensland
- (6) "Employee Handbook" shall mean the document of that title produced by the Employer.
- (7) "Code of Conduct" shall mean the document of that title produced by the Employer.

## **1.11 No Further Claims**

- (1) This Agreement is in full and final settlement of all matters contained within it, and 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.
- (2) This Agreement covers all matters or claims that could otherwise be subject to protected industrial action.
- (3) It is agreed that the following changes may be made to employees' rights and entitlements during the life of this Agreement:
  - (a) General Rulings and Statements of Policy issued by the Queensland Industrial Relations Commission that provide conditions that are not less favourable than current conditions;
  - (b) Any improvements in conditions that are determined on a whole-of-government basis;
  - (c) Reclassifications.
- (4) It is agreed that any increases in monetary amounts or other entitlements as a result of Queensland Industrial Relations Commission decisions or applicable government policy will be applied.
- (5) The parties agree that where the State Wage Case dollar increase as applied to the award wage rate is greater than the dollar increase granted under the certified agreement, the employee's wages will be varied to incorporate the difference from the operative date of the State Wage Case increase.

## **PART 2: COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **2.1 Consultative Mechanisms and Procedures in the Workplace**

- (1) The parties to this Agreement agree that employee participation and close consultation between the Employer and its employees represents an opportunity to improve the quality of the working life of all employees, the quality of management and the quality of services provided, thereby improving job security for employees and profitability for the Employer.
- (2) The parties agree that achievement of these objectives requires commitment from the Employer and its employees to the principles and practices of information sharing, employee participation and to participation in staff development.
- (3) For effective communication between the parties, each recognises that an atmosphere of mutual trust must continually be developed, and there must be an ongoing commitment to an effective communication program throughout the enterprise.
- (4) It is important that there is active participation by employees and the Employer on issues which may affect job security, the quality of working life, social and welfare matters and employee services and facilities.

### **2.2 Consultative Committees**

- (1) The parties agree that employees should be consulted about decisions which may affect their employment or welfare, and that meaningful consultation with affected employees leads to improved organisational outcomes.
- (2) South Bank Employing Office may establish a joint union/employer/employee Consultative Committee (CC). The CC will be used to facilitate consultation on a broad range of issues, including but not limited to discussion of matters arising from this agreement such as:
  - (i) Organisational Change and Restructuring (Part 2.3)
  - (ii) Training (Part 7)
  - (iii) Union Encouragement (Part 9.3)
  - (iv) Organisational matters such as the review of, changes to or introduction of new workforce management policies.

The CC may agree to establish standing committees, sub-committees, or other additional consultative structures with agreed terms of reference/operating principles.

### **2.3 Organisational Change and Restructuring**

- (1) Employment Security

The Employer is committed to providing employment security for its employees. It is the Employer's intention that future organisational change and restructuring be limited in scale. All organisational change would need to demonstrate a clear benefit and enhanced service delivery with the objective to avoid unnecessary change that will not deliver demonstrable benefit to the Employer or the community. The Employer is also committed to providing stability to its employees by limiting organisational restructuring and contracting out of services as outlined in clause 9.5.
- (2) These commitments are effected through the *Government's Employment Security Policy* and the *Policy on the Contracting-Out of Government Services*.
- (3) Notification of Intended Changes
  - (a) Where the Employer has made a definite decision to implement changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Employer shall as soon as practicable notify the employees who may be affected by the proposed changes.

- (b) “Significant effects” includes termination of employment, major changes in the composition, operation or size of the Employer’s workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where a relevant Award or this Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.
- (4) Consultation with employees
- (a) The Employer shall discuss with the employees affected by means, where appropriate, of the CC, the introduction of the changes referred to in clause 2.3(3) hereof the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees in relation to the changes.
  - (b) The discussions shall commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 2.3(4)(a) hereof.
  - (c) For the purposes of such discussion, the Employer shall provide in writing to the Unions and the employees concerned, all relevant information about the changes prior to the commencement of any planned changes. This shall include all information required to be provided in accordance with the “Introduction of changes” and “Redundancy” clauses of relevant awards.
  - (d) It is acknowledged that management has a right to implement changes in order to meet business requirements. The consultation process will not be used to frustrate or delay the changes but rather ensure that all viable options are considered.

## **2.4 Prevention and Settling of Disputes**

- (1) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Agreement, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (2) Subject to legislation, while the dispute procedure is being followed, normal work is to continue except where the employee has a reasonable concern about an imminent risk to the employee’s health or safety. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (3) There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- (4) In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures shall apply:
  - (a) The matter is to be discussed by the employee’s union representative and/or the employee(s) concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
  - (b) If the matter is not resolved as per (a) above, it shall be referred by the union representative and/or the employee(s) to the appropriate management representative who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days;
  - (c) If the matter remains unresolved it may be referred by the employee and/or his/her union representative to the Consultative Committee (CC) for discussion and appropriate action. This process should not exceed 14 days;
  - (d) If the matter is not resolved then it may be referred by either party to the Queensland Industrial Relations Commission for conciliation, or if necessary, arbitration.

- (5) Nothing contained in this procedure shall prevent unions or the Queensland Government from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.
- (6) The parties acknowledge that, for matters not covered by this Agreement, there are other dispute resolution procedures available both in the relevant Awards and the Employee Handbook.

## **PART 3: EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **3.1 Engagement**

Each employee shall be engaged on one of the following bases:

- as a full-time employee; or
- as a part-time employee; or
- as a casual employee; or
- as a temporary or fixed-term employee.

Nothing within this clause prevents an employee from being engaged on a separate casual engagement in accordance with the terms of clause 3.7.

### **3.2 Employee Duties – Policies and Procedures**

All employees shall be required, at the direction of the Employer, to work in accordance with the Employer policies as outlined in the Employee Handbook, Code of Conduct and any other policies and/or procedures as created and amended from time to time in line with business requirements.

### **3.3 Employer Duties**

An employee shall on commencing employment, on successful completion of the probationary period, or on transfer or promotion be provided by the Employer with a written statement outlining where applicable the employee's:

- classification and duties;
- ordinary hours of employment and roster arrangements;
- rate of pay;
- date of appointment, transfer or promotion.

### **3.4 Casual Employment**

Casual employees shall be subject to the following conditions:

- (1) Employees shall be paid for the time actually worked with a minimum of four hours and each engagement shall stand alone; provided that such minimum engagement shall not apply where there is more than one engagement on any one day and the total number of hours worked on that day are four or more.
- (2) More than one engagement may be worked per day.
- (3) Casual employees shall be paid the appropriate hourly rates prescribed in Appendix 1 hereof plus a 23% loading.

### **3.5 Part-time Employment**

Part-time employees shall be subject to the following conditions:

- (1) The number of ordinary working hours worked over a four week work cycle shall not exceed 128 hours over a 4 week cycle except where provided for in clause 3.5 (2) below.
- (2) Where mutually agreed in writing between the Employer and an existing employee ordinary part-time working hours of between 128.25 and 137.5 per four (4) week cycle may be introduced on either a



temporary or permanent basis in order to facilitate flexible working arrangements for an individual employee.

- (3) The ordinary working hours shall be worked on not more than twenty days in any four week cycle unless otherwise mutually agreed between the Employer and employee.

### 3.6 Termination

- (1) In lieu of the minimum notice requirements prescribed as per clause 3.6 (2) below employees at levels 6 and 7 are required to provide a minimum of 4 weeks notice of termination to the Employer. The Employer is also required to provide a minimum 4 weeks notice of termination or payment in lieu of notice to an employee at levels 6 or 7. Any variation to these notice requirements may only be made with the written agreement of both parties.

- (2) An employer may dismiss an employee only if the employee has been given the following notice:

Period of continuous service	Period of notice
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

In addition to the notice as detailed in the table above, employees 45 years old or over and who have completed a minimum of two (2) years continuous service with the employer shall be entitled to an additional week's notice.

- (3) Payment in lieu of notice shall be made if the appropriate notice is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (4) In calculating any payment in lieu of notice the minimum compensation payable to the employee will be at least the total of the amounts that the employer would have been liable to pay the employee, if the employee's employment had continued until the end of the required notice period. This is inclusive of ordinary hours to be worked by the employee, amounts payable for the hours including allowances, loadings and penalties etc. and any other amounts payable under the employee's contract.
- (5) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify summary dismissal, or in the case of a casual employee, or an employee engaged for a fixed term.
- (6) The notice of termination required to be given by an employee, except level 6 and 7 employees as per clause 3.6(1) above shall be the same as that required by the Employer, except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under this clause. The Employer and employee may mutually agree a shorter period of notice.
- (7) When notice of termination has been given by the employee or an employee's service has been terminated by the Employer, payment of all wages and other moneys due shall be made on the immediately following bank trading day of such termination or at such time as mutually agreed. Provided that all moneys owing to the employee may be withheld on termination pending return by the employee of all issued property of the Employer held by the employee, including but not restricted to the following:
- uniforms;
  - staff identification passes and keys;
  - mobile phones and IT equipment; and
  - car park cards.

If any employee terminates his/her employment, has his/her employment terminated or is dismissed for misconduct outside of normal bank trading hours, payment of all wages and other moneys due shall be made before the close of business on the immediately following bank trading day.

- (8) During the period of notice given by the employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking alternative employment. This time off shall be taken at times that are convenient to the employee after consultation with the Employer.

### **3.7 Multi-Hiring**

Full-time and part-time employees may be separately engaged as casual employees for duties in a separate section of South Bank Employing Office from that in which the employee engages in their full-time or part-time employment. Such employees shall be paid the appropriate rate of pay for a casual employee engaged in that section of the South Bank Employing Office. For the purposes of this clause a "section of South Bank Employing Office" shall mean a discrete work location other than the employee's usual work location, or alternatively, may mean a discrete set of duties other than the employee's usual duties, provided such duties are not wholly or substantially performed in the employee's usual work location, and shall not apply to work where overtime would ordinarily be performed.

### **3.8 Multiskilling and Job Rotation**

- (1) In recognition of the operational and efficiency requirements of the Employer and to create more varied, appropriately paid and interesting work for employees, it shall be a condition of employment, subject to appropriate training and competency, that each employee shall be available to work as required on any work within his/her skill, competence and training consistent with the classification structure of this Agreement (subject to prevailing statutory requirements) and that each employee shall acquire the skills and learn any other job as directed and shall provide instruction and/or training as appropriate to another employee as required.
- (2) It is the intention of the parties that employees will receive appropriate training and skill acquisition in order to perform a wider range of tasks as and when required by the Employer.
- (3) Any directions issued by the Employer pursuant to the provisions of this clause shall be consistent with the Employer's responsibilities to provide a safe and healthy working environment.
- (4) The Employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skills, competence and training.
- (5) The Employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment (where relevant).

## **PART 4: WAGES AND RELATED MATTERS**

### **4.1 Salary Increases**

- (1) Subject to the provisions of this Agreement, the salaries for each level and pay point are set out in Appendix 1.
- (2) Salary increases payable in accordance with this Agreement are also set out in Appendix 1. The salary increases set out in Appendix 1 represent 2.5% p.a. salary increases payable on or backdated to:
  - (a) 1 March 2016;
  - (b) 1 March 2017; and
  - (c) 1 March 2018.
- (3) To remove any doubt, other than the salary increases outlined in Appendix 1 of this Agreement, no further increases will be provided.
- (4) Salaries in Appendix 1 represent full-time equivalents and Part-Time, Casual and Temporary Employees are entitled to pro rata salaries based on their hours worked.

## 4.2 Classification Structure

- (1) Classification level definitions are shown in Appendix 2.
- (2) Positions may on occasion be evaluated to refine internal relativities. Where a position is not included in the classifications in Appendix 2 it will be assessed on merit relative to the position requirements.
- (3) The Employer is committed to promotion on the basis of merit that is consistent with equal employment opportunity.
- (4) Movement between classification levels:  
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 an independent or internal evaluation.
- (5) Movement between pay points:  
An employee may move between pay points within a classification level by:
  - (a) virtue of a change in duties and responsibilities of a position; or
  - (b) skill development which is applicable and relevant to the position held and which has been supported or required by the Employer; or
  - (c) taking on additional responsibility in the same position at the request of the Employer; or
  - (d) achievement of agreed performance objectives following the performance review of an employee.

## 4.3 Salary Packaging

- (1) Salary packaging is available for employees (excluding short-term casual employees) employed by the employers covered by this agreement in accordance with Queensland Government policy found in the Circular issued from time to time.
- (2) South Bank Employing Office is to apply the following principles for employees that avail themselves of salary packaging:
  - (a) as part of the salary package arrangements, the costs for administering the package, including fringe benefits tax, are met by the participating employee;
  - (b) there will be no additional increase in superannuation costs or to fringe benefits payments made by the employer;
  - (c) increases or variations in taxation are to be passed to employees as part of their salary package;
  - (d) where mandated by relevant government policies, employees must obtain independent financial advice prior to taking up a salary package. Where no mandatory requirement exists, it is ***strongly recommended*** to all employees to seek independent financial advice when entering into a salary packaging arrangement for the first time, or adding new item/items to an already agreed packaging arrangement;
  - (e) South Bank Employing Office will pass on to the employee any Input Tax Credits (ITCs) it receives as part of salary packaging;
  - (f) there will be no significant additional administrative workload or other ongoing costs to the employer;
  - (g) any additional administrative and fringe benefit tax costs are to be met by the employee;

- (h) any increases or variations to taxation, excluding payroll tax that result in additional costs are to be passed on to the employee as part of the salary package.
- (3) The employee's salary for superannuation purposes and severance and termination payments will be the gross salary, which the employee would receive if not taking part in flexible remuneration packaging.
- (4) Subject to federal legislation, employees may elect to adjust their current salary sacrifice arrangements to sacrifice up to 100% of salary to superannuation.

## **PART 5: HOURS OF WORK, BREAKS, OVERTIME**

### **5.1 Hours**

- (1) The ordinary spread of hours for employees subject to this Agreement shall be 6.00 a.m. to 8.00 p.m., Monday to Sunday.
- (3) The method of rostering such hours shall be by agreement between the Employer and the majority of employees concerned subject to the particular needs of the establishment.
- (4) Provided that a maximum of twelve ordinary hours may be worked subject to agreement in writing between the Employer and employee concerned.
- (5) The Employer with the agreement of a majority of employees or of an employee concerned may substitute the day employees or an employee is to take off during a work cycle for another day in the case of a breakdown in machinery or failure or shortage of electric power or for some other contingency over which the Employer has no control.
- (6) Where appropriate a copy of the roster shall be posted in a conspicuous place on the Employer's premises.
- (7) Subject to the approval of the Employer it shall be possible for an employee to mutually arrange to change rosters temporarily.

### **5.2 Breaks**

#### **(1) Meal Breaks**

Each employee working for more than six hours on any one day shall be entitled to an unpaid meal break of a minimum of thirty minutes and a maximum of sixty minutes. Such meal break shall be taken at a time convenient to and as agreed between the Employer and the particular employee involved; provided that no employee shall be required to work for more than six hours without a break for a meal without mutual agreement.

#### **(2) Rest Pauses**

- (a) Every employee covered by this Agreement shall be entitled to a rest pause of ten minutes duration in the Employer's time in the first four hours of work, and a further rest pause of ten minutes in the second four hours of work. This may at the direction of the Employer be taken as a single twenty minute break at any time during the work shift.
- (b) Employees who work twelve ordinary hours per day shall be allowed an additional rest pause of ten minutes duration in addition to the two rest pauses referred to in clause 5.3(2)(a) above.
- (c) Rest pauses shall be taken at locations and times to suit the convenience of the Employer and so as not to interfere with the continuity of work where continuity in the opinion of the Employer is necessary.

### **5.3 Overtime**

- (1) All authorised overtime worked in excess of ordinary hours as detailed in clause 5.1 by all full-time, part-time and casual employees on any day shall be deemed overtime and shall be paid for at the rate of time

and a half (1.5) for the first 3 hours and double time thereafter. All authorised overtime on a Sunday shall be paid for at the rate of double time.

- (2) No extended shifts shall be worked in a manner contrary to the Employer's responsibilities to provide a safe and healthy work environment. An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day, so that ten consecutive hours off duty has not occurred, shall be released after completion of such overtime until ten consecutive hours off duty occur without loss of pay for ordinary working time occurring during such absence. If the employee is required to resume or continue work without having had 10 consecutive hours off duty, the employee shall be paid double rates (i.e. one single time extra) until released from duty for such period, and shall then be entitled to be absent until 10 consecutive hours off duty has occurred, without loss of pay for ordinary working time occurring during such absence.
- (3) Employees classified at Classification Levels 2 to 5 may elect to accrue authorised overtime as time-off-in-lieu (TOIL) equivalent to the number of hours worked.
- (4) Clause 5.3(1) shall not apply to Level 6 or 7 employees. However where a Level 6 or 7 employee has worked additional hours significantly in excess of ordinary hours the Employer may from time to time and in its discretion allow the employee to take time off during rostered working hours, in lieu of additional hours previously worked provided that while Level 6 or 7 employees have no absolute entitlement, the Employer shall not unreasonably withhold its consent should the employee apply for time off in lieu.
- (5) The taking of TOIL by an employee will be by mutual agreement between the Employer and employee. In all cases it will be subject to organisational convenience. If an agreement cannot be reached on the taking of TOIL, the Employer may direct the employee when it is to be taken.
- (6) All time worked by any full-time and part-time employee outside the ordinary working hours or in excess of the rostered working hours as provided on any one day or in excess of 152 ordinary hours per four week roster shall be deemed to be overtime.
- (7) No employee shall work overtime unless requested. Payment for any overtime worked shall be claimed, adjusted, and made at the next ensuing date of payment of such employee.

## **PART 6: LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **6.1 Annual Leave**

- (1) All full time and part time employees shall receive paid annual leave in accordance with the following:
  - (a) Not less than five weeks if employed on shift work where three shifts per day are worked across seven days per week; and
  - (b) Not less than four weeks in any other case
- (2) Annual leave shall be exclusive of any public holiday that falls within a period of leave taken
- (3) Accrued annual leave shall be payable on termination. If the employment of any employee is terminated any pro-rata annual leave owing shall be payable on termination.
- (4) Calculation of annual leave pay will be as follows:
  - (a) Shift workers – the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or shifts outside of ordinary working hours, or the employees ordinary wage at the time of taking leave (excluding shift premiums, allowances, weekend penalty rates, etc) plus a further amount calculated at the rate of seventeen and a-half percent of the employees ordinary wage rate, whichever is higher.
  - (b) All other Employees – the rate of wage shall be the employee's ordinary wage at the time of taking leave (excluding shift premiums, allowances and weekend penalty rates etc.) and a further amount calculated at the rate of seventeen and a half percent of the employee's ordinary wage rate.

- (5) If any annual leave has not been taken as it falls due from time to time, such annual leave shall be cumulative from year to year for a period not exceeding two years, i.e. that the maximum entitlement at any point is 40 days, unless otherwise agreed by the Employer.
- (6) Annual leave is to be taken at a time mutually agreed between employee and employer provided that:
  - (a) Every employee shall be given at least two weeks notice by the Employer of the commencement of annual leave; provided that less than two weeks notice of the commencement of annual leave may be given by agreement between the Employer and the employee.
  - (b) Due to the exigencies of the Employer's business, unless mutually agreed between the Employer and employees involved, no annual leave shall be given or taken during periods recognised by the Employer as peak business periods.
- (7) Employees may apply to take annual leave at half pay.

## 6.2 Sick Leave

- (1) Full-time employees shall become entitled to not less than seventy-six hours sick leave for each completed year of employment. Where an employee has been employed for less than one year an employee shall become entitled to 7.6 hours sick leave for each five weeks of such period. Part-time employees shall be entitled to sick leave on a pro rata basis. Paid sick leave is not applicable to casual employees.
- (2) On the production of a certificate from a duly qualified medical practitioner specifying the nature of the illness of the employee and the period or approximate period during which the employee will be unable to work, or of other evidence of illness to the satisfaction of the Employer, and subject to the employee having promptly notified the Employer of the illness and of the approximate period aforesaid every employee absent from work through illness shall subject as herein provided, be entitled to payment in full for all time the employee is so absent from work.
- (3) Provided that it shall not be necessary for an employee to produce such a certificate if the absence from work on account of illness does not exceed two days.

Where however an employee has a proven record of recurring absences on sick leave, the Employer may inform such employee that, in the event of future absences, a certificate will be required from a duly qualified medical practitioner in respect of each absence on sick leave taken for a period of six months thereafter.

Where however an employee has a sick leave absence during a period of notice prior to termination, or either before or after another leave period, the Employer at their discretion may request a medical certificate for a single absence, provided that this is requested at the time that an employee notifies the Employer of the absence.

## 6.3 Long Service Leave

- (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 subclauses.

Limit to any one time – The minimum period of long service leave which may be granted at any one time is one week and the maximum is twenty-six weeks.
- (2) An employee who has completed at least seven years service is entitled to proportionate payment for long service leave on the termination, except where the Employer terminates the employee for their conduct, capacity or performance. However, if the employee's service is terminated by the employee prior to completion of 10 years of service the employee is only entitled to a proportionate payment in circumstances as provided within the *Industrial Relations Act 1999*.

#### **6.4 Parental Leave**

The provisions of the Paid Parental Leave Directive as issued and amended by the Minister for Industrial Relations under section 54 of the *Public Service Act 2008* shall apply.

#### **6.5 Public Holidays**

- (1) The provisions of the *Industrial Relations Act 1999* and all relevant awards apply with respect to work performed on public holidays.
- (2) No employee shall be rostered to work ordinary hours on any more than seven public holidays in any one calendar year.

#### **6.6 Purchased Leave**

Employees may enter into a purchased leave arrangement with the approval of the Employer in accordance with the provisions of the Special Leave Directive as issued and amended by the Minister for Industrial Relations under section 54 of the *Public Service Act 2008*.

#### **6.7 Bereavement Leave**

- (1) Full-time and part-time employees shall, on the death of a member of their immediate family or household, be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the Employer.
- (2) Long-term casual employees
  - (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household.
  - (b) A "long-term casual employee" is a casual employee engaged by a particular Employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 6.7.
- (3) "Immediate family" includes:
  - (a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and
  - (b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- (4) An employee with the consent of the Employer, may apply for unpaid leave, or a period of paid annual leave when a member of the employee's immediate family or household dies and the period of bereavement leave entitlement provided above is insufficient.
- (5) Three (3) days bereavement leave is applicable on each occasion if the distance required to deal with the matter is more than 300 kilometres from the employee's residence as per the other relevant clauses 6.7 of this Agreement.

### **PART 7: TRAINING AND RELATED MATTERS**

#### **7.1 Training**

- (1) The parties to this Agreement recognise that in order to increase the efficiency and productivity of the Employer a significant commitment to training and skill development is required. Accordingly, the Employer commits itself to developing a more highly skilled and flexible workforce and providing employees with career opportunities through appropriate training.

- (2) Appropriate accredited training and assessment of competencies shall be made available to all employees and shall be provided at no cost to the employees.

## **7.2 Performance Reviews**

South Bank Employing Office is committed to planning, measuring and reviewing organisational, business and individual performance, to ensure that South Bank Corporation can meet its organisational and business objectives. All employees will have regular performance reviews with their manager which will be an opportunity to discuss current performance and any development needs or opportunities. Performance reviews will be conducted annually as a minimum.

## **PART 8: OCCUPATIONAL HEALTH AND SAFETY MATTERS, PROTECTIVE CLOTHING AND AMENITIES**

### **8.1 Protective Clothing**

- (1) The Employer shall supply suitable safety clothing and footwear to employees where necessary free of charge.
- (2) When boots and other footwear are supplied by the Employer they shall be replaced as required by fair wear and tear. Employer supplied footwear and clothing shall not be worn outside the Employer's premises other than going to and from work. Any breach of this provision shall not be regarded as fair wear and tear and shall be replaced at the employee's expense.
- (3) Suitable personal protective equipment including but not limited to gloves, aprons, goggles, masks, sunscreen and hand protection cream shall be supplied by the Employer for employees where necessary.
- (4) The Employer shall supply hats, where necessary to employees usually working in areas of exposed sunlight at the Employer's direction.

## **PART 9: AGREEMENT COMPLIANCE AND UNION RELATED MATTERS**

### **9.1 Collective Industrial Relations**

- (1) South Bank Employing Office acknowledges that structured, collective industrial relations will continue as a fundamental principle of the management of agencies and public sector units. The principle recognises the important role of unions and the traditionally high levels of union membership in the public sector. It supports constructive relations between management and unions and recognises the need to work collaboratively with relevant unions and employees in an open and accountable way.
- (2) South Bank Employing Office as an employer recognises that union membership and coverage issues are determined by the provisions of the *Industrial Relations Act 1999* and any determinations of the Queensland Industrial Relations Commission.
- (3) South Bank Employing Office is committed to collective agreements and will not support non-union agreements.

### **9.2 ILO Conventions**

The Employer recognises its obligations to give effect to international labour standards including freedom of association, workers' representatives, collective bargaining and equality of opportunity for all public sector workers.

### **9.3 Union Encouragement**

- (1) South Bank Employing Office recognises the right of individuals to join a union and will encourage that membership. However, it is also recognised that union membership remains at the discretion of individuals.
- (2) An application for union membership and information on the relevant union(s) will be provided to all



employees at the point of engagement.

- (3) Information on the relevant union(s) will be included in induction materials.
- (4) Union representative(s) will be provided with the opportunity to discuss union membership with new employees.
- (5) South Bank Employing Office is to provide relevant unions with complete lists of new starters (comprising of name, job title and work location) to the workplace on a quarterly basis, unless agreed between South Bank Employing Office and relevant union to be on a more regular basis. This information is to be provided electronically.
- (6) South Bank Employing Office is also required where requested to provide relevant unions with a listing of current staff comprising of name, job title and work location. This information shall be supplied on a six monthly basis, unless agreed between South Bank Employing Office and the relevant union to be on a more regular basis. The provision of all staff information to relevant unions shall be consistent with the principles outlined in section 373(4) of the *Industrial Relations Act 1999*.

#### **9.4 Industrial Relations Training Leave**

- (1) Upon application to the Employer by the accredited employee representative which is endorsed by the Union and on giving at least one month's notice, such employee shall be granted up to 5 working days leave (noncumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the Union.
- (2) Provided that an employee who has so applied for such leave has at least twelve months service with a current Employer prior to trade union training leave being granted.
- (3) The granting of such leave shall be subject to the convenience of the Employer and will not unduly affect the operations of the Employer.
- (4) The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the Employer's operations.
- (5) The Employer may make may seek to verify with those employees who have been released on trade union training leave to satisfy the Employer that such employees actually attend such trade union training leave.
- (6) Such paid leave will not affect other leave granted to employees.

#### **9.5 Use of Contractors**

- (1) SBEO seeks to ensure a best practice work environment for its employees and those of its service providers.
- (2) Services such as cleaning, maintenance, and security are essential to the good management of the South Bank area. SBEO and South Bank Corporation expect contractors to recognise and commit to principles of corporate responsibility.
- (3) Contractors are expected to demonstrate that they understand the values and high standards of corporate responsibility adopted by their client and commit to ensure safe, fair and equitable working conditions for their own staff.
- (4) The following Principles shall apply:
  - (a) SBEO:
    - supports good employment practices in striving to achieve "best value" delivery of services, where "best value" is defined in terms of the quality, cost of purchase and maintenance of any capital equipment required to perform the work. SBEO's focus will be on pursuing performance improvement strategies for its employees;

- will provide opportunity for a service to be delivered by in-house staff where it can be demonstrated that work is competitive on an overall “best value” basis;
- supports the fair and equitable treatment of employees;
- supports safe work places and practices;
- encourages contractors to deliver appropriate quality services in a productive and innovative manner;
- supports a fair labour market, pay and conditions for employees;
- supports the concept of freedom of association, where employees have the right to join an organisation of their choice, or not to do so;
- recognises that Employers and employees are best placed to determine matters affecting their employment relationship;
- supports the existence of practical mechanisms for the voluntary settlement of disputes; and
- expects its contractors to comply with all their legal responsibilities and contracted obligations as Employers and corporate citizens.

(b) Contractors providing services to the South Bank Corporation are expected to:

- treat their clients, employees, and subcontractors fairly and ethically;
- ensure that employee conditions and pay are fair for the work they are carrying out, in fulfilment of their responsibilities under federal, state, or territory law;
- outline in their tenders the key parameters that will define relevant performance levels and standards and provide adequate staffing levels to achieve these performance levels and standards;
- observe relevant occupational health and safety standards set down by law;
- provide their employees with the appropriate training, supervision, equipment and materials to enable them to perform their job safely and efficiently;
- demonstrate that they are backed with sufficient financial resources to cover employee entitlements; and
- only engage subcontractors with the consent of the Corporation and ensure that such subcontractors also meet the principles set down in this Agreement.

## **PART 10: DOMESTIC AND FAMILY VIOLENCE**

The South Bank Employing Office is strongly committed to providing a healthy and safe working environment for all employees. It is recognised that employees sometimes face difficult situations in their work and personal life, such as domestic and family violence, that may affect their attendance, performance at work or safety.

Domestic and family violence occurs when one person in a relevant relationship uses violence and abuse to maintain power and control over the other person. This can include behaviour that is physically, sexually, emotionally, psychologically or economically abusive, threatening, coercive or aimed at controlling or dominating the other person through fear.

Domestic and family violence can affect people of all cultures, religions, ages, genders, sexual orientations, educational backgrounds and income levels.

Managers, supervisors and all employees are committed to making the South Bank Employing Office a great place to work. The workplace can make a significant difference to employees affected by domestic and family violence by providing appropriate safety and support measures.

Domestic violence and relevant relationship is that as defined under Division 2 and Division 3 of the *Domestic and Family Violence Protection Act 2012*.

During the life of the agreement the parties will work together to implement key government initiatives to support employees affected by domestic violence and family violence to ensure a supportive environment is provided within the South Bank Employing Office.

## **SIGNATORIES**

Signed for and on behalf of South Bank Employing Office

David Lynch

In the presence of:

Trevor Marsden

Signed for and on behalf of Together Queensland, Industrial Union of Employees

Alex Scott

In the presence of:

Michael Thomas

Signed for and on behalf of The United Voice Queensland Union of Employees Queensland

Sharon Caddie

In the presence of:

Evanna Beljak

**APPENDIX 1: SALARY SCHEDULE**

<b>South Bank Employing Office – Certified Agreement – 2016</b>							
<b>Classification Level</b>	<b>Pay Point</b>	<b>Salary 1/03/16 per fortnight (2.5% p.a.)</b>	<b>Salary 1/03/17 per fortnight (2.5% p.a.)</b>	<b>Salary 1/03/18 per fortnight (2.5% p.a.)</b>	<b>Annualised Salary following 1/03/16 2.5% p.a. increase</b>	<b>Annualised Salary following 1/03/17 2.5% p.a. increase</b>	<b>Annualised Salary following 1/03/18 2.5% p.a. increase</b>
2	a	1,424.64	1,460.26	1,496.76	37,167.88	38,097.08	39,049.51
	b	1,519.39	1,557.37	1,596.31	39,639.89	40,630.89	41,646.66
3	a	1,637.90	1,678.85	1,720.82	42,731.77	43,800.07	44,895.07
	b	1,746.57	1,790.23	1,834.99	45,566.71	46,705.88	47,873.53
4	a	1,896.13	1,943.54	1,992.12	49,469.03	50,705.76	51,973.40
	b	2,018.93	2,069.40	2,121.14	52,672.26	53,989.06	55,338.79
	c	2,151.15	2,204.93	2,260.05	56,121.72	57,524.76	58,962.88
5	a	2,269.24	2,325.97	2,384.12	59,202.89	60,682.97	62,200.04
	b	2,417.94	2,478.39	2,540.35	63,082.73	64,659.80	66,276.30
	c	2,575.85	2,640.25	2,706.26	67,202.39	68,882.45	70,604.51
6	a	2,674.24	2,741.10	2,809.63	69,768.61	71,512.82	73,300.64
	b	2,841.58	2,912.62	2,985.43	74,134.50	75,987.86	77,887.56
	c	3,026.25	3,101.91	3,179.46	78,953.25	80,927.08	82,950.26
7	a	3,387.69	3,472.38	3,559.19	88,381.99	90,591.54	92,856.33
	b	3,607.48	3,697.67	3,790.11	94,116.10	96,469.01	98,880.73
	c	3,840.34	3,936.34	4,034.75	100,191.74	102,696.53	105,263.94

**APPENDIX 2: CLASSIFICATION LEVEL DEFINITIONS**

<b>Level</b>	<b>Definition</b>
<b>Level 2:</b>	<p>Employee Level Two shall mean an employee appointed as a trainee in any of the job descriptions categorised at Level Two who does not possess the statutory qualification or experience to presume competency at that level.</p> <p>An employee at this level performs basic routine duties essentially of a manual nature and to their level of training. Persons at this level exercise minimal judgment and work under direct supervision whilst undergoing structured training to meet the skills requirements for Level Three positions.</p>
<b>Level 3:</b>	<p>Employee Level Three shall mean an employee appointed as such, specifically trained to perform tasks within the position descriptions assigned to this level.</p> <p>An employee at this level performs work above and beyond the skills of employee Level Two and to the level of their training. Such an employee:</p> <ul style="list-style-type: none"> <li>• is responsible for the quality of their own work subject to routine supervision;</li> <li>• works under routine supervision either individually or in a team environment;</li> <li>• exercises discretion within their level of skills and training.</li> </ul> <p>Indicative positions at this level are:</p> <ul style="list-style-type: none"> <li>• Car Park Services Officer</li> <li>• Records Clerk</li> <li>• Administrator</li> <li>• Receptionist</li> </ul>
<b>Level 4:</b>	<p>Employee Level Four shall mean an employee appointed as such who has completed appropriate accredited training either externally or in-house or has displayed equivalent competency so as to enable the employee to perform works within the scope of position descriptions at this level.</p> <p>An employee at this level performs work above and beyond the skills of an employee at Level Three and to the level of their training. Such an employee:</p> <ul style="list-style-type: none"> <li>• exercises a degree of discretion and judgement and makes decisions within the scope of this grade;</li> <li>• co-ordinates work in a team environment or works individually under general supervision;</li> <li>• works from more complex instructions and procedures;</li> <li>• assists in the provision of on the job training;</li> <li>• performs non-trade tasks incidental to their work;</li> </ul>

	<ul style="list-style-type: none"> <li>• is responsible for assuring the quality of their own work.</li> </ul> <p>An employee at this level may hold a Trade or Professional qualification and is able to exercise the skills and knowledge of that qualification.</p> <p>In the absence of formal qualifications and in non-trade areas, relevant experience may be sufficient to enable a person to work at this level.</p> <p>Indicative positions at this level are:</p> <ul style="list-style-type: none"> <li>• Marketing Assistant</li> <li>• Coordinator, EDRMS</li> <li>• Coordinator, Retail &amp; Property</li> <li>• Finance Officer</li> </ul>
<p><b>Level 5:</b></p>	<p>Employee Level Five shall mean an employee appointed as such who has completed appropriate, accredited training or has acquired equivalent competency so as to enable the employee to perform work within the scope of this level or an employee who has completed an appropriate level course in a skill stream and is able to exercise the skills and knowledge required of an employee at this level.</p> <p>Indicative skills include the following:</p> <ul style="list-style-type: none"> <li>• understands and applies quality control techniques;</li> <li>• exercises good interpersonal and communication skills;</li> <li>• exercises discretion and judgment and makes decisions within the scope of this grade;</li> <li>• performs work under limited management supervision either individually or in a team environment;</li> <li>• may supervise the work of others;</li> <li>• able to inspect products and/or materials for conformity with established operation service standards.</li> </ul> <p>Indicative positions at this level are:</p> <ul style="list-style-type: none"> <li>• Coordinator, Marketing</li> <li>• Coordinator, Car Park</li> <li>• Personal Assistant</li> <li>• Coordinator, Business Services</li> <li>• Executive Assistant</li> </ul>
<p><b>Level 6:</b></p>	<p>Employees shall be graded at this level where the principal characteristics of their employment, as determined by the Employer, are identified as follows:</p>

	<p>Employees at this level will have achieved a level of organisation or industry specific knowledge sufficient for them to give independent advice and/or information to the organisation and clients in relation to specific areas of their responsibility.</p> <p>Whilst not a pre-requisite a feature of this level is responsibility for supervision of employees in lower levels in terms of co-ordinating work flow, checking progress and resolving problems.</p> <p>Judgement is required in planning and selecting appropriate equipment, services, techniques and work organisation for self and others.</p> <p>They exercise initiative, discretion and judgement regularly in the performance of their duties. They are able to train employees in Levels 1-3 by personal instruction and demonstration.</p> <p>Indicative typical duties and skills in this level may include:</p> <ul style="list-style-type: none"> <li>• Prepares reports of a technical nature on specific tasks or assignments;</li> <li>• Has an overall knowledge and understanding of the operating principle of the systems and equipment on which a tradesperson is required to carry out their task;</li> <li>• Assists in the provision of on-the-job training;</li> <li>• Maintain executive diary; attend executive/organisational meetings and take minutes; establish and/or maintain current working and personal filing systems for executive; answer executive correspondence from verbal or handwritten instructions;</li> <li>• Responsibility for the preparation of financial/tax schedules; calculation of costings and/or wage and salary requirements; completion of personnel/payroll data for authorisation; reconciliation of accounts to balance;</li> <li>• Advise on/provide information on a number of work related topics such as legal or regulatory issues.</li> </ul> <p>Indicative positions at this level are:</p> <ul style="list-style-type: none"> <li>• Senior Marketing Coordinator</li> <li>• Senior Coordinator, Retail &amp; Operations</li> <li>•</li> </ul>
<p><b>Level 7:</b></p>	<p>Employees shall be graded at this level where the principal characteristics of their employment, as determined by the Employer, are identified as follows:</p> <ul style="list-style-type: none"> <li>• Employees at this level are subject to broad guidance or direction and would report to more senior staff as required.</li> <li>• Such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to independently advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field(s) of their expertise.</li> <li>• They are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision, in terms of, inter alia,</li> </ul>

scheduling workloads, resolving operations problems, monitoring the quality of work produced as well as counselling staff for performance as well as work related matters.

- They would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. They often exercise initiative, discretion and judgement in the performance of their duties.

The possession of relevant post secondary qualifications may be appropriate but not essential.

Indicative typical duties and skills in this level may include:

- Apply detailed knowledge of organisation's objectives, performance, projected areas of growth, product trends and general industry conditions for the purposes of assisting in developing policy or new products and services to meet changing market needs or other circumstances;
- Operates and is responsible for a complex and diverse financial or payroll system;
- Application of computer software packages including evaluating and determining optimum software solutions or the integration of complex word processing/data/graphics text;
- Prepare internal reports for management in any or all of the following areas:
  - Account/financial
  - Staffing
  - Legislative requirements
  - Other significant company activities/operations.
- Finalise quotations or costings by applying a detailed knowledge of variable inputs, margins, market conditions, supply and delivery arrangements.

Indicative positions at this level are:

- Coordinator, Planning & Development
- Coordinator, IT



## **PARTICULARS OF THE EMPLOYER**

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## **PARTICULARS OF OTHER PARTIES**

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