

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016 – s. 193 – certification of an agreement

Stadiums Queensland

and

The Australian Workers' Union of Employees, Queensland

The Electrical Trades Union of Employees Queensland

Together Queensland, Industrial Union of Employees

United Voice, Industrial Union of Employees, Queensland

(Matter No. CB/2020/21)

STADIUMS QUEENSLAND STAFF CERTIFIED AGREEMENT 2019

Certificate of Approval

On 9 June 2020 the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

Name of Agreement: *Stadiums Queensland Staff Certified Agreement 2019*

Parties to the Agreement:

- State Stadiums Queensland
- The Australian Workers' Union of Employees, Queensland
- The Electrical Trades Union of Employees Queensland
- Together Queensland, Industrial Union of Employees
- United Voice, Industrial Union of Employees, Queensland

Operative Date: 9 June 2020

Nominal Expiry Date: 31 July 2023

Previous Agreements: *Stadiums Queensland Staff Certified Agreement 2016*

Termination Date of Previous Agreement: 9 June 2020 (CB/2020/20)

By the Commission

O'CONNOR VP

**STADIUMS QUEENSLAND
STAFF CERTIFIED AGREEMENT 2019**

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PART 1 PRELIMINARY

1.1 Title

This Agreement is to be known as the Stadiums Queensland Staff Certified Agreement 2019.

1.2 Certified Agreement Coverage

This Agreement shall apply to:

- Stadiums Queensland ABN 53 690 873 374 (the "employer"); and
- all employees employed by the employer (with the exception of staff on individual contracts and event day casuals); and
- The Australian Workers' Union of Employees, Queensland; and
- The Electrical Trades Union of Employees, Queensland; and
- Together Queensland, Industrial Union of Employees; and
- United Voice, Industrial Union of Employees, Queensland.

1.3 Date of Operation

This Agreement is to operate from the date of certification by the Queensland Industrial Relations Commission, and have a nominal expiry date of 31 July 2023.

The parties agree to commence negotiations for a new Certified Agreement six (6) months prior to the expiry of this Agreement. The objective of the parties is to reach a mutually beneficial Agreement to be implemented as soon as practical after this Agreement expires.

1.4 Posting up of Agreement

A copy of this Certified Agreement is to be exhibited in a conspicuous and convenient place on the premises of the employer so as to be easily read by employees. Electronic access to this Agreement, where available, is sufficient to meet the requirements of this clause.

1.5 Objectives of this Agreement

1.5.1 Stadiums Queensland is charged with the management, operation, use and promotion, of the major sports facilities declared under Queensland Government regulation as being venues having the capacity to stage national and international sports events, to deliver recreation and entertainment experiences and perform its function in a way that is consistent with sound commercial principles.

1.5.2 The objective of this Agreement is to develop a standard approach to employment for all staff as far as possible but also to ensure the terms and conditions of employment reflect the particular circumstances of the business within which the facilities operate.

The parties will strive for improvements in service delivery and improved efficiency and effectiveness of the employer's operations and activities.

1.6 Replacement Agreement

This Agreement replaces the Stadiums Queensland Staff Certified Agreement 2016.

No employee shall suffer a loss or diminution of entitlements under the existing agreement enjoyed immediately prior to the commencement of the 2019 Agreement, merely due to the 2019 Agreement coming into operation.

1.7 Equity Matters

1.7.1 This Agreement will achieve the principal objectives specified in sections 4 (i), 4(j) and 4(r) of the *Industrial Relations Act 2016*. Stadiums Queensland will respect and value the diversity of our employees through helping to prevent and eliminate discrimination.

1.7.2 In addition, the effect of the Agreement is not to allow any conduct or treatment, either direct or indirect, that would contravene the *Queensland Anti-Discrimination Act 1991*.

1.8 No Further Claims

1.8.1 This Agreement is in full and final settlement of all parties' claims for the period of its nominal term. 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, which claims are intended to take effect during the nominal term of this Agreement.

1.8.2 Notwithstanding clause 1.9.1, the parties acknowledge that a range of issues are contained in policies developed by the employer, and the employer retains the right under this Agreement to change any such policy as required from time to time but not so as to remove or reduce any express term or condition of employment contained in this Agreement in a way that is detrimental to employees.

1.8.3 In the event that any changes to a policy as outlined in clause 1.9.2 are decided upon, the employer will advise employees and their representatives of the changes prior to developing or implementing the change, whichever is the first in time.

1.8.4 Any dispute as to whether a change in policy is in compliance with clause 1.9.2 shall be dealt with in accordance with the procedure outlined in clause 3.8 of this Agreement, save and except that it is expressly agreed that any disputed change to policy may be implemented by the employer pending the determination of such dispute, but must be subsequently dealt with in accordance with any such dispute determination.

1.9 Relationship to Awards

1.9.1 This Agreement is to be read in conjunction with the Stadiums Queensland Employees Award – State 2016. In the event of any inconsistency between the relevant award and this Agreement, the Agreement prevails to the extent of the inconsistency.

1.9.2 It is a term of this Agreement that no employee will receive a rate of pay, which is less than the corresponding rate of pay, in the Stadiums Queensland Employees Award – State 2016.

PART 2 DEFINITIONS

2.1 Definitions

For the purpose of this Agreement:

2.1.1 "casual employee" shall mean an employee engaged as such who is employed by the hour with a minimum engagement of three (3) hours (or if less, payment for three hours is to be made). Provided that a minimum of two (2) hours applies for attendance at meetings and training.

2.1.2 "engagement/s" shall mean employment for a specific operational need.

2.1.3 "full-time employee" shall mean an employee engaged as such who is employed for 76 hours per fortnight.

2.1.4 "nominated union official" shall mean the official of the union, identified to the employer in writing as the union's representative with whom the employer will be dealing on industrial matters. Such official shall also assist in the settlement of disputes and should understand and be familiar with the issues involved in the operation of the employer.

2.1.5 "part-time employee" shall mean an employee engaged as such and who is regularly employed for not less than fifteen (15) hours and twelve (12) minutes per fortnight and not more than seventy-six (76) hours each fortnight.

2.1.6 "rostered day off" shall mean a day, other than a scheduled day off, on which an employee is not rostered for duty as a result of time accrued under the method of working ordinary hours in accordance with clause 5.1.

2.1.7 "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.

2.1.8 "Union" shall mean one of the Industrial organisations listed at clause 1.2 of this agreement.

PART 3 TERMS AND CONDITIONS OF EMPLOYMENT

3.1 Engagement and Termination

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

- (a) as a full-time employee; or
- (b) as a part-time employee; or
- (c) as a casual employee; or
- (d) as a temporary employee.

3.1.2 Probationary Period

- (a) Except where the employer and an employee agree to a different period or no period of probation prior to commencement of employment, the engagement of a full-time or part-time employee will in the first instance be subject to a probationary period of 3 months duration. If a period of probation of longer than 3 months is agreed, it must:
 - (i) be agreed in writing; and
 - (ii) be a reasonable period having regard to the nature and circumstances of the employment.
- (b) The employer may terminate the employment of an employee who is on probation at any time during the probationary period.
- (c) Where an employee's service is considered satisfactory or where an employee's service exceeds the designated probationary period or agreed extension the employee's appointment will be deemed to be confirmed.

3.1.3 Engagement

An employee shall, on commencing employment, on transfer, or promotion be provided by the employer with a written statement outlining, where applicable, the employee's:

- (a) duties and current position description;
- (b) ordinary hours of employment and roster arrangements;
- (c) rate of pay and level;
- (d) date of appointment, transfer or promotion; and
- (e) details of where to access a copy of this Agreement.

3.1.4 Notice of Termination

Subject to the provisions of sub-clause (3.1.5) notice of termination of an engagement shall be given by the employer to the employee in accordance with the following standard:

<u>Period of Continuous Service</u>	<u>Period of Notice</u>
Less than 1 year	1 week
1 year and less than 3 years	2 weeks

3 years and less than 5 years	3 weeks
5 years and over	4 weeks

The notice period shall be increased by one (1) week in the case of an employee who is over forty-five (45) years of age and has completed at least two (2) years' continuous service.

Payment in lieu of notice prescribed above will be made if the appropriate notice period is not given, provided that employment may be terminated by giving part of the period of notice specified and part payment in lieu thereof.

The notice of termination required to be given by the employee shall be the same as that required of the employer, except that there shall be no additional notice based on the age of the employee.

Notice of termination does not apply:

- (a) to casual employees;
- (b) where the employee is subject to summary dismissal, as a result of committing any of the unacceptable actions that warrant summary dismissal; or
- (c) employees engaged for a specific period of time or for a specific task or tasks. (eg. Temporary employees)

3.1.5 Payment upon cessation of employment

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 within three (3) days of such termination or at such time as mutually agreed.

3.1.6 Issued Property

Subject to clause 3.1.5, any moneys owing to the employee upon cessation of employment, may be withheld on termination pending return by the employee of all issued property of the employer held by the employee, in good condition, fair wear and tear accepted, including but not restricted to the following:

- (a) uniforms;
- (b) mobile phones;
- (c) staff identification passes and keys; and
- (d) tools including computers.

3.1.7 Casual Employees

For casual employees engaged by the hour, employment may be terminated without notice by either party subject to the payment of any prescribed minimum amount of wages and to the employee working the time covered by such minimum amount, if required to do so by the employer.

3.1.8 The employer will review the employment status of any casual employee who has made an application in writing to the employer and who has worked the equivalent of 12 months full-time to ascertain whether it would be appropriate to offer such an employee a full-time or part-time position, provided that the employer's operational requirements take precedence.

3.1.9 If an employee fails to give notice of termination, the employer shall have the right to withhold moneys due to the employee to a maximum amount equal to the ordinary rate of pay for the required period of notice.

3.1.10 Statement of Employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of the type of work performed by the employee.

3.1.11 Additional Engagements

Provided that the work performed in the additional engagement is either at an alternative work area/location and/or in a different class of work than their normal duties and that all obligations regarding workplace health and safety are taken into account an employee may, by agreement with the employer, be separately engaged as a casual employee to work hours in addition to their normal rostered weekly hours, in order to assist the employer to meet operational requirements.

The employee must indicate their willingness to work such additional hours by registering their interest with the employer.

3.1.12 Transfer Between Facilities

The parties agree that in order to increase employee career development and to meet the operational requirements of the employer, employees may be transferred to work at another Stadiums Queensland facility for a stated period or on an indefinite basis. The employer will consult with the employee prior to any such transfer.

3.2 Alternative Employment Arrangements

3.2.1 The employer may offer to employees with roles which are substantially managerial in nature, or which require specialist knowledge or strong leadership skills, employment under an alternative employment arrangement. Such employment offer may be made to a potential or existing employee. However, this provision shall not apply unless employees have been offered and have accepted alternative employment arrangements in accordance with this clause.

3.2.2 Any such arrangements must be made on an individual basis and shall not automatically be extended to a new or continuing employee subsequently appointed to the position.

3.2.3 Every alternative employment arrangement introduced under these provisions will be subject to the "no disadvantage test". That is that the arrangement must not disadvantage employees in relation to their agreement employment conditions.

3.2.4 An alternative employment arrangement shall only be introduced following consultation and endorsement by those employees covered by the arrangement. Employees may at any time seek assistance or advice from a union representative or official, or any other person, on matters associated with the alternative arrangement.

3.2.5 Employees who accept an alternative employment arrangement will be exempt from the following provisions contained in this Agreement.

<u>PART</u>	<u>Clause No</u>	<u>Name of Clause</u>
Part 2	2.1	Definitions
Part 3	3.1	Engagement and Termination
Part 4	4.1	Classification Structure
	4.2	Wages
	4.5	Allowances
Part 5	5.1	Full-time Employees – Hours of Work
	5.2	Part-time Employees – Hours of Work
	5.3	Casual Employees – Hours of Work
	5.5	Overtime
	5.6	On Call
	5.7	Call Out
	5.8	Time off in Lieu
	5.9	Meal breaks
	5.10	Rest Pauses
	5.11	Rosters
	5.12	Time off Between Shifts

3.3 Organisational Change and Restructuring

3.3.1 Notification of Intended Changes

- (a) Where the employer has made a definite decision to implement changes in organisation or structure that are likely to have significant effects on employees, the employer shall as soon as practicable notify the employees and the relevant union(s) who may be affected by the proposed changes.
- (b) "Significant effects" include major changes in the composition, operation or size of the employer's work-force or in the skills required; the elimination or diminution of job opportunities; promotion opportunities or job tenure; the alteration of hours of work outside of ordinary seasonal changes; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of the matters referred to in this paragraph, an alteration shall be deemed not to have significant effect.

3.3.2 Consultation with Employees

- (a) The employer shall discuss with the employees and the relevant union(s) affected by the proposed change, among other things, the introduction of the changes referred to in sub-clause 3.3.1(a) 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 sub-clause 3.3.1(a) hereof.
- (c) For the purposes of such discussion, the employer shall provide in writing to the employees concerned and the relevant union(s) affected by the proposed changes, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees provided that the employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

3.4 Redundancy

3.4.1 "Redundancy" in this clause means the loss of employment due to the employer no longer requiring the job the employee has been doing to be performed by anyone.

3.4.2 Discussions before Redundancy

Where the employer has made a definite decision that the employer no longer requires the job the employee(s) have been doing done by anyone and this is not due to the ordinary and customary turnover of labour and where that decision may lead to termination of employment, the employer shall have discussions as soon as practicable with the employees directly affected. Discussions shall cover, among other things, any reasons for the proposed terminations, measures to avoid or minimise the terminations, and measures to mitigate the adverse effects of any termination on the employees concerned.

3.4.3 Severance Pay

- (a) In addition to the periods of notice prescribed for termination in clause 3.1, an employee whose employment is terminated by reason of redundancy shall be entitled to a severance benefit of two weeks' pay per year of service and a proportionate amount for an incomplete year of eligible service, paid at the employee's actual wage. The minimum benefit is based on wages for four (4) weeks; the maximum is based on wages over a fifty-two (52) week period.
- (b) "Weeks' pay" means the ordinary time rate of pay for the employee concerned.
- (c) The severance payment shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.
- (d) The employer may apply to the Queensland Industrial Relations Commission for an order allowing the off-setting of all or part of an employee's entitlement to severance payment on the basis that such payment or part thereof is already provided for or included in the contributions, which the employer

has made to a superannuation scheme, and which are paid or payable to the employee on redundancy occurring.

3.4.4 Time Off During Notice Period

- (a) During the period of notice of termination on account of redundancy given by the employer, an employee shall be allowed up to one (1) day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

3.4.5 Alternative Employment

The employer in a particular redundancy case may make application to the Queensland Industrial Relations Commission to have the severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

3.4.6 Employee Leaving During Notice

An employee whose employment is terminated on account of redundancy may terminate his or her employment during the period of notice, and if so shall be entitled to the same benefits and payments under this clause as if the employee remained with the employer until the expiry of such notice. However, in such circumstances the employee shall not be entitled to payment in lieu of notice.

3.4.7 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph 3.3.1(b) hereof, the employee shall be entitled to the same period of notice of the date of commencement of work in the new position as if the employee's employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof, of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate for the number of weeks of notice still owing.

3.4.8 Employees with Less than One Year of Service

This clause shall not apply to employees with less than one (1) year's continuous service and the general obligation on the employer should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

3.4.9 Transmission of Business

Where a business is, whether before or after the date of this Agreement, transmitted from the employer (in this clause called the "transmittor") to another employer (in this clause called the "transmittee"), and an employee who at the time of such transmission was an employee of the transmittor's business, becomes an employee of the transmittee:

- (a) The continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
- (b) The period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (c) In this subclause, "business" includes trade, process, business or occupation and includes part of any such business and "transmission" agreement or by operation of law and "transmitted" has a corresponding meaning.

3.4.10 Employees Exempted

This clause shall not apply where employment is terminated, in the case of temporary/casual employees or employees engaged for a specified period of time or for a specified task or tasks, upon expiration of that time or upon completion of the specified task or tasks or as a consequence of conduct that justifies summary

dismissal including malingering, inefficiency (as defined in Stadiums Queensland's policies) or neglect of duty.

3.5 Payment of Wages

- 3.5.1 All employees shall be paid fortnightly and directly into the employee's nominated bank account by electronic transfer of funds and where practicable not later than five (5) working days after the last day of a pay period.
- 3.5.2 In order to minimise the potential impact on employees, any changes to payment of wages will be done so as to coincide with any back payment.
- 3.5.3 The employer shall supply the employee with a detailed wages payment advice in accordance with the provisions of the *Industrial Relations Act 2016*.

3.6 Deductions from Wages

The employer may at the request in writing from a full-time or part-time employee, deduct out of any moneys due to the employee in respect of wages, the employee's contribution to a fund of the employee's choice.

3.7 Training, Development and Careers

- 3.7.1 The parties to this Agreement recognise that in order to increase the efficiency and productivity of the employer, a commitment to training and skill development is required. Accordingly, the employer commits itself to:
- (a) developing a more highly skilled and flexible workforce; and
 - (b) providing employees with career opportunities with the employer through appropriate training to acquire additional skills.
- 3.7.2 When a training program is deemed by the employer or relevant legislation to be compulsory, then the employer will provide this training to full-time and part-time employees in paid time, with such employees having an entitlement to a minimum of two (2) hours payment for attendance at training.
- 3.7.3 This training will also be provided by the employer free of charge to employees if it is a requirement of their position.
- 3.7.4 Casual employees required to attend a training session by the employer will be paid at the ordinary time rate and a minimum of two (2) hours applies for attendance at meetings and training.

3.8 Prevention and Settlement of Disputes

- 3.8.1 The parties agree at all times to abide by the procedure outlined in subclause 3.8.2 below and work will continue without any industrial action while the parties seek resolution of a dispute, claim or grievance.
- 3.8.2 In the event of a dispute, claim or grievance likely to affect the business of the employer, the continuity of service or the employment of the employee, the following procedures shall be constituted:
- (a) In order to allow for the peaceful resolution of the dispute, claim or grievance the parties are not to participate in or be responsible for stoppages of work, lockouts or any other bans or limitations on the performance of work while the procedures of negotiation and conciliation as detailed herein are being followed.
 - (b) In the first instance, the employee will raise the dispute, claim or grievance with his/her immediate supervisor.
 - (c) If the matter remains unresolved, the employee's union representative (if relevant) or a nominated employee representative will discuss the dispute, claim or grievance with the staff member responsible for industrial relations. If after forty-eight (48) hours (or such longer period where appropriate) the matter remains unresolved then it will be brought to the attention of the manager.

- (d) The union representative may consult with an official of the union at any time during this procedure. This official may seek to discuss the matter with an appropriate representative of the employer.
- (e) The employer shall ensure that all practices applied during operation of the procedure are in accordance with safe working practices and are consistent with established custom and practice at the workplace.
- (f) Emphasis shall be placed by the parties on a negotiated settlement. However, if the negotiation process is exhausted without the dispute, claim or grievance being resolved, the parties may jointly or individually refer the matter to the Queensland Industrial Relations Commission for assistance in resolving the dispute. The parties agree that if the matter cannot be resolved by conciliation they agree to have the matter arbitrated.
- (g) Nothing in this clause shall diminish the rights, obligations and powers of the parties arising from the relevant Workplace Health and Safety legislation.
- (h) The parties to this Agreement agree to refer to the Queensland Industrial Relations Commission matters relating to dismissal, re-employment and re-instatement where these cannot be resolved pursuant to this clause.
- (i) Employees who are not members of the union will be required to follow the same procedures as set out above and will be entitled to seek assistance and representation from a fellow employee or advocate.

PART 4 WAGES

4.1 Classification Structure

Staff will be remunerated under their appropriate classification structure in Appendix 1 of the Agreement.

- 4.1.1 Employees who are currently paid above the classification structure levels will continue to be paid that negotiated salary and the percentage increases will only apply to the base salary rate.

4.2 Wages

- 4.2.1 In recognition of the commitment of the parties specified in clause 1.6 (Objectives), the following wage increases shall be paid to employees covered by this Agreement:

<u>Effective from</u>	<u>Increase</u>
1 August 2019	2.5%
1 August 2020	2.5%
1 August 2021	2.5%
1 August 2022	2.5%

- 4.2.2 Casual employees shall be paid at the appropriate minimum hourly rate for the class of work performed calculated on the basis of the salaries contained in Appendix 1, plus a 23% loading.
- 4.2.3 The Stadiums Queensland Higher Duties Policy as amended from time to time will apply to all employees called upon to perform work at a higher classification level.

4.3 One off Payment

- 4.3.1 The parties acknowledge that in reaching in-principle agreement for the Stadiums Queensland Staff Certified Agreement 2019, a one-off payment of \$1250 (pro-rata for part-time and casual employees) was paid prior to certification of this Agreement to eligible employees.

4.4 Movement Between Paypoints

- 4.4.1 The Stadiums Queensland Movement Between Paypoints Procedure, as amended from time to time, will provide the process for the movement between pay points and payment of increments for employees covered by the Agreement.

4.5 Allowances

4.5.1 Subject to Appendix 2, all applicable allowances, other than district and divisional parities, will be paid as per the Award.

4.6 Salary Packaging

4.6.1 Salary packaging is available for employees covered by this Agreement based on the following principles:

- (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) 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) employees must provide to the employer evidence of independent financial advice prior to taking up a salary package;
- (f) there will be no significant additional administrative workload or other ongoing costs to the employer;
- (g) any additional administrative and Fringe Benefits Tax costs are to be met by the employee; and
- (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; and
- (i) the management and administrative costs charged by the salary packaging service will be recovered from the participating employee.

4.6.2 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 salary packaging.

PART 5 HOURS OF WORK, OVERTIME

5.1 Full-Time Employees – Hours of Work

5.1.1 The ordinary working hours for full-time employees shall not exceed seventy-six (76) hours per fortnight within a work cycle based on the following:

- (a) 76 hours within a work cycle not exceeding 14 consecutive days; or
- (b) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (c) 152 hours within a work cycle not exceeding 28 consecutive days; or
- (d) 304 hours within a work cycle not exceeding 56 consecutive days.

5.1.2 The ordinary hours of work prescribed may be worked on Monday to Sunday inclusive between 4.00 am and 12.00 midnight. The spread of hours prescribed may be altered as to all or a section of employees provided there is agreement between the employer and the majority of the employees concerned.

5.1.3 Provided that on average each employee shall be entitled to four (4) days off, including two (2) consecutive days off, during each fortnight unless otherwise mutually agreed between the employer and employee.

5.1.4 The ordinary hours of work on any one day shall not exceed ten (10) hours, provided that, in recognition of the event based needs of the employer, by agreement between the employer and the employee, ordinary hours not exceeding twelve (12) on any one day may be worked subject to:

- (a) the employer and employees concerned being guided by the applicable Workplace Health and Safety provisions;
- (b) suitable roster arrangements being made; and
- (c) appropriate supervision being provided.

5.2 Part-Time Employees – Hours of Work

5.2.1 Employees may be engaged on a part-time basis subject to the following conditions:

- (a) The operation of ordinary working hours shall be the same as those prescribed for full-time employees in clause 5.1, unless otherwise provided for herein.
- (b) The number of ordinary working hours in any one fortnight shall not be less than fifteen (15) hours and twelve (12) minutes and shall not exceed seventy-six (76) hours (unless otherwise agreed as provided for in clause 5.1).
- (c) Employees shall be paid an hourly rate equivalent to that of a full-time employee in the same role.
- (d) All time worked in excess of the maximum fortnightly ordinary hours (76 hours) as set out in clause 5.1, shall be paid as overtime or accrued as time off in lieu in accordance with the provisions of clauses 5.5 and 5.8.
- (e) The provisions of this Agreement in respect of annual leave, personal leave and long service leave shall apply on a *pro rata* basis to part-time employees.
- (f) Subject to the provisions contained herein all other provisions of this Agreement relevant to full-time employees shall apply to part-time employees.
- (g) By express agreement of the employee concerned, more than one engagement per day may be worked providing that each engagement is not less than three (3) hours and that the total engagement on any one day does not exceed ten (10) hours, excluding breaks.

5.3 Casual Employees – Hours of Work

5.3.1 Employees may be engaged as casual employees subject to the following conditions:

- (a) A casual employee may be engaged for a maximum of twelve (12) ordinary hours on any one day and a maximum of seventy-six (76) ordinary hours per fortnight.
- (b) Employees shall be paid for the time actually worked with a minimum of three (3) hours and each engagement shall stand alone, provided that a minimum of two (2) hours applies for attendance at meetings and training.
- (c) Casual employees shall be paid the appropriate hourly rates for the class of work performed calculated on the basis of the salaries contained in Appendix 1 to this Agreement.
- (d) More than one (1) shift may be worked per day to a maximum of twelve (12) hours, excluding breaks.
- (e) A casual employee may be engaged on separate engagements at one or more venues of Stadiums Queensland and for the purpose of clause 5.3.1 (a), (b), (c) and (d), each engagement shall stand alone, unless the separate engagements are rostered consecutively.
- (f) Where an employee is engaged as a Health and Fitness employee and paid separately (at a higher rate) for the classes performed as an instructor they should not be required to work an additional 3 hour minimum engagement either side of the class.

5.4 Health and Fitness – Activity Instructors

- 5.4.1 Activity Instructors are employed as casual employees to provide water and land based group or individual activity class instruction.
- 5.4.2 Activity Instructors shall be paid in accordance with the class rates in Appendix 1 to this Agreement and are engaged for a minimum of one (1) class.
- 5.4.3 Where an Activity Instructor is required by the employer to attend training they will be paid at the SQ003 casual hourly rate for the actual time in attendance, provided that a minimum of two (2) hours applies for attendance at meetings and training.
- 5.4.4 The length of a class shall be determined by the time scheduled.
- 5.4.5 Where an Activity Instructor is required to work on a Public Holiday they shall be paid double the rate of pay for the classes conducted.
- 5.4.6 Activity Instructors may be rostered to work on more than one occasion in a single day so long as sufficient time passes between classes to allow for physical recovery.

5.5 Overtime

- 5.5.1 All authorised overtime worked by any employee outside or in excess of the ordinary working hours as set out in clause 5.1, shall be paid for at the rate of time and a half for the first three (3) hours and double time thereafter, provided that all overtime worked on a Sunday shall be paid at double time.
- 5.5.2 All overtime worked on a Saturday or on a Sunday shall be subject to a minimum payment for three (3) hours' work except where the overtime is worked in conjunction with ordinary rostered hours.
- 5.5.3 No employee shall work overtime unless prior approval has been provided, in writing, by the employer. Payment for any overtime worked shall be claimed, adjusted, and made at the next ensuing date of payment of such employee.
- 5.5.4 An employee, other than a casual, required to work authorised overtime for more than two (2) hours on any one (1) day will be provided with an adequate meal at the employers expense or paid a meal allowance in lieu of the provision of such meal, in accordance with the Award.

5.6 On Call

- 5.6.1 Where an employee is instructed to be available on call outside ordinary or rostered working hours the employee will be paid, in addition to their ordinary fortnightly rate of pay, an allowance based on the following scale:
- (a) Where an employee is on call throughout the whole of a Saturday, Sunday or Public Holiday: \$38.41 per whole day.
 - (b) Where an employee is on call throughout the whole of a day, other than Saturday, Sunday or Public Holiday: \$38.41 per whole day.
 - (c) Where an employee is on call during the night only of a Friday, Saturday, Sunday or Public Holiday: \$24.26 per night.
 - (d) Where an employee is on call during any other night other than Friday, Saturday or Sunday: \$19.20 per night.
- 5.6.2 For the purpose of clause 5.6.1, a **night** shall be deemed to consist of the hours falling between 1700 and 0800 the next morning.
- 5.6.3 For the purpose of clause 5.6.1, a **whole day** shall be deemed to consist of the hours falling between 0800 on one day and 0800 on the following day. eg. whole day Saturday consists of the hours between 0800 Saturday to 0800 Sunday.

- 5.6.4 The On Call allowance at clause 5.6.1 (a) provides for fifteen (15) – thirty (30) minutes of included daily work performed at home. In the case of Information Technology (IT) employees, this may include but is not limited to the purpose of conducting remote daily checks of the Information Technology environment.
- 5.6.5 An employee on call being recalled to the Corporate Office (or any one of the Stadiums Queensland venues) to perform duty shall be paid for the time worked at the overtime rate prescribed under clause 5.5.1. Such time to be calculated to include travel time from home and back to home, with a minimum payment as for two (2) hours' work.
- 5.6.6 Except as provided in clause 5.6.4, an employee on call who undertakes duties remotely (ie. without the need to leave the employee's place of residence) shall be entitled to payment at the overtime rate prescribed in clause 5.5.1, for the actual time worked with a minimum payment of fifteen (15) minutes for each time the employee performs such duties.
- 5.6.7 The employee will be responsible for the recording of the nature and the times of contact, for subsequent verification by the appropriate Delegate.
- 5.6.8 Any overtime payable in accordance with clause 5.6.5 and clause 5.6.6, shall be in addition to the on call allowances prescribed in clause 5.6.1.
- 5.7 Call Out**
- 5.7.1 Where an employee is called back to work after their actual leaving time they shall be entitled to a minimum payment for three (3) hours work at the applicable overtime rate.
- 5.8 Time Off in Lieu**
- 5.8.1 Time off in lieu is an option instead of the payment of overtime for full-time and part-time staff.
- 5.8.2 It will only be applied with the written agreement of both the employee and their manager and must be taken within six (6) months of being worked.
- 5.8.3 The manager is delegated the authority to approve the accrual and taking of Time off in lieu and it is to be recorded against the employee's timesheet. Such approval shall not be unreasonably withheld.
- 5.8.4 The accrual of Time off in lieu will be on the basis of time for time (e.g. 1 hour worked = 1 hour time off in lieu).
- 5.8.5 Time off in lieu must be taken ahead of Annual and Long Service Leave. Time off in lieu must be taken within a six (6) month period or by agreement between the employee and their manager in conjunction with the next leave period.
- 5.8.6 Notwithstanding clause 5.8.5, the employer can require an employee to take any Time off in lieu with seven (7) days' notice.
- 5.8.7 A maximum of five (5) days, at the employee's normal working hours, may be accrued at any time, unless otherwise approved by the employer.
- 5.8.8 Unless time is taken within six (6) months of its date of accrual or an agreement has been reached under sub-clause 5.8.5, it must be paid out at the rates current at the time of accrual at the appropriate overtime rates (if applicable).
- 5.9 Meal Breaks**
- 5.9.1 Any employee working for more than six (6) hours on any one day, shall be entitled to an unpaid meal break of thirty (30) minutes to be taken at a time mutually convenient to the employer and the particular employee involved, unless unforeseen operational requirements dictate otherwise.
- 5.9.2 When an employee is required by the employer to be in attendance at the facility during their Meal Break they will be entitled to be paid for such break, at the ordinary time rate.

- 5.9.3 The employer is committed to ensuring all employees receive adequate meal breaks and will endeavour to ensure all employees do not work in excess of six (6) hours without being provided with a meal break. However, the parties recognise that the operational requirements of the business may necessitate meal breaks being taken after six (6) hours where necessary.

5.10 Rest Pauses

- 5.10.1 Every employee covered by this Agreement shall be entitled to a rest pause of ten (10) minutes' duration in the employer's time in each three point eight (3.8) hours of work. Two (2) rest pauses may be combined into one twenty (20) minute rest pause by agreement between the employer and employee concerned.
- 5.10.2 Where rest pauses are combined into a single twenty (20) minute rest pause, that rest pause cannot be taken in conjunction with a Meal Break.
- 5.10.3 Notwithstanding the above, rest pauses shall be taken at 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.
- 5.10.4 Employees at the Sleeman Sports Complex who, as part of their normal duties, are required to supervise the swimming pool areas, will be entitled to a five (5) minute rest pause every hour, provided that rest pauses can be combined by agreement between the employer and the employee concerned.

5.11 Rosters

- 5.11.1 Where employees work in accordance with a roster their ordinary working hours shall be worked as prescribed by the roster. A copy of such roster will be made available to all employees. Rosters will be posted a minimum of six (6) days in advance of their commencement and be a minimum fourteen (14) days in duration.
- 5.11.2 The employer may change the roster of a full-time or part-time employee by giving six (6) days' notice or such a lesser period if mutually agreed in writing between the employer and employee concerned, provided that in the case of an emergency, the employer may give twenty-four (24) hours' notice of a change in roster or such lesser period, if mutually agreed between the employer and employee concerned.
- 5.11.3 The employer may change the roster of a casual employee by giving a minimum of two (2) hours' notice, provided that if the employer is unable to contact the casual employee and the casual employee reports to work for a rostered shift they will be entitled to a minimum of three (3) hours pay.
- 5.11.4 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 emergency over which the employer has no control.
- 5.11.5 An individual employee with the agreement of the employer may substitute the time to be taken off during the work cycle or scheduled for another period.
- 5.11.6 Subject to the approval of the employer, it shall be possible for an employee to mutually arrange to change rosters temporarily.

5.12 Time off Between Shifts

- 5.12.1 An employee will be entitled to a minimum break of eight (8) hours between the completion of work on the one day and the commencement of work on the next day. If on the instructions of the employer such an employee resumes or continues work without having had eight (8) hours off duty, the employee shall be paid double time until being released from duty for such period and be entitled to be absent until they have had eight (8) consecutive hours off duty without loss of pay for the ordinary working time occurring during such absence.
- 5.12.2 Notwithstanding clause 5.12.1, with mutual agreement a break of less than eight (8) hours may be applied in order to meet specific event requirements provided that all obligations regarding workplace health and safety are taken into account.

- 5.12.3 Clause 5.12.1 shall not apply to employees who have been on-call and have worked less than 2 hours when recalled to duty, inclusive of travel time, on one or more recalls.

PART 6 LEAVE

The Queensland Employment Standards (QES) contained in the *Industrial Relations Act 2016* provide the minimum applicable leave entitlements for employees.

6.1 Annual Leave

- 6.1.1 Every employee (other than a casual employee) covered by this Agreement shall at the end of each year of such employee's employment, be entitled to Annual Leave on full or half pay as set out hereunder.

- (a) The accrual rate for Annual Leave shall be one hundred and fifty-two (152) hours per annum (i.e. four (4) weeks Annual Leave per annum on a thirty-eight (38) hour week basis).
- (b) The granting of half pay Annual Leave is subject to the approval of the Delegate on recommendation from the employee's manager and taking into account service delivery requirements and financial considerations. When on Annual Leave at half pay, Public Holidays and Sick Leave will apply as follows:
 - i. Public Holidays falling within periods of half pay Annual Leave are paid at the employee's normal full-time or part-time rate.
 - ii. Sick Leave is granted after starting a period of Annual Leave on half pay, such Sick Leave granted in lieu shall also be at half pay.
- (c) An employee shall not derive any additional benefit from rostered days off falling within a period of Annual Leave. Annual Leave shall be exclusive of any Public Holiday which may occur during a period of Annual Leave.
- (d) Annual Leave shall be paid:
 - i. in the case of any and every employee in receipt immediately prior to Annual Leave of ordinary pay at a rate in excess of the ordinary rate under this Agreement, at that excess rate;
 - ii. in every other case, at the ordinary rate payable to the employee concerned immediately prior to Annual Leave under this Agreement.
- (e) Annual Leave shall generally be paid during the normal pay cycle. However, an employee may request that Annual Leave be paid in advance. Such a request shall not be unreasonably refused by the employer.
- (f) If any Annual Leave shall not have been taken as it falls due from time to time, such Annual Leave shall be accumulated from year to year for a period not exceeding two (2) years.

- 6.1.2 In respect of Annual Leave entitlements to which this clause applies, Annual Leave pay (including proportional payments) shall in no case be less than the employee's ordinary wage rate for a period of Annual Leave with the exception of Annual Leave at half pay.

- 6.1.3 Annual Leave loading will be paid out at 17.5% of the Annual Leave entitlement in December of each year, irrespective of whether accrued leave is taken within the year.

- 6.1.4 An employee may make an application in writing to take Annual Leave at a specified time and of a specified duration and such application will not be unreasonably refused by the employer, provided that the employer has the right to direct an employee to take Annual Leave where the employee is given at least two (2) weeks' notice.

6.2 Personal Leave

- 6.2.1 Every full-time employee shall become entitled to not less than ten (10) days' Personal Leave for each completed year of employment as at the date of certification of this Agreement. Where an employee has

been employed for less than one (1) year, an employee shall be entitled to Personal Leave on a *pro rata* basis.

- 6.2.2 For the purposes of this clause and clause 6.5, one (1) day equates to seven point six (7.6) hours for an employee working an average of seventy-six (76) hours per fortnight.
- 6.2.3 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 of absence, every employee absent from work through illness shall be entitled to payment in full for all time the employee is so absent from work.
- 6.2.4 Notwithstanding clause 6.2.3, 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 (2) working days’.
- 6.2.5 Personal Leave shall be cumulative, but unless the employer and the employee otherwise agree no employee shall be entitled to receive and the employer shall not be bound to pay for more than thirteen (13) weeks’ absence from work through illness in any one (1) year.
- 6.2.6 The continuity of employment of an employee with the employer for Personal Leave accumulation purposes shall be deemed to be not broken by any of the following:
- (a) absence from work on Personal Leave granted by the employer;
 - (b) the employee having been dismissed or stood down by the employer, or the employee having terminated his/her own employment with the employer, for any period not exceeding three (3) months’, where the employee has been re-employed by the employer.
- (c) The period during which the employment of the employee with the employer has been interrupted or terminated in any of the circumstances mentioned in sub-clause (b) hereof shall not be taken into account in calculating the period of employment of the employee with the employer.
- 6.2.7 Every employee absent from work because of illness shall, as soon as possible, and where practicable within at least two (2) hours’ before the time at which the employee would have commenced work, inform the employer of the absence stating the nature of the illness and the estimated duration of that absence.
- 6.2.8 Notwithstanding the previous provisions, the employer may undertake Personal Leave audits for the purposes of managing Personal Leave and identifying unacceptable patterns of absences. Where, in the employer's opinion, an employee has an alleged unacceptable pattern of paid Personal Leave absences the employer may require the employee to produce a medical certificate for any further absence.

6.3 Long Service Leave

- 6.3.1 All employees covered by this Agreement shall be entitled to accrue Long Service Leave on full pay on the basis of thirteen (13) weeks’ for the completion of ten (10) years’ continuous service. Long Service Leave may be granted on half pay, subject to operational requirements.
- 6.3.2 While an employee has an entitlement to Long Service Leave, the taking of that leave is always subject to operational requirements.
- 6.3.3 If the employer and employee cannot agree on the timing of the leave, the employer may decide when the employee is to take leave by giving the employee at least three (3) months’ written notice of the date on which the employee must take at least four (4) weeks’ Long Service leave.

6.4 Paid Parental Leave

- 6.4.1 Employees covered by this Agreement and who meet the qualifying service period are entitled to access the Parental Leave entitlements on the conditions outlined in Stadiums Queensland Leave Policy, as amended from time to time.
- 6.4.2 All other employees leave entitlements will be those provided in Division 8 of the *Industrial Relations Act 2016*, as amended from time to time.

6.5 Carer's Leave

Use of Personal Leave:

- (a) An employee with responsibilities for either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this sub-clause, any ten (10) days' of their Personal Leave entitlement in each year for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration that the person concerned is ill.
- (c) The entitlement to use Personal Leave in accordance with this sub-clause is subject to:-

The employee being responsible for the care of the person concerned, and the person concerned being either:
 - i. A member of the employee's immediate family, or
 - ii. A member of the employee's household.
- (d) The term 'immediate family' also includes:
 - i. Spouse (including a former spouse), a defacto spouse and a former defacto spouse of the employee; and
 - ii. Spouse shall also refer to a same sex partner; and
 - iii. A child or adult child (including an adopted child, an ex-foster child, a step-child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- (e) The employee shall, where practicable, give the employer notice prior to their absence of their intention to take leave, the name of the person requiring care and the relationship to the employee, the reasons for taking such leave, and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer on the first opportunity on the day of absence.

6.6 Bereavement Leave

6.6.1 A full-time or part-time employee shall on the death of an immediate family member be entitled on notice to leave up to and including the day of the funeral of such relation, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two (2) ordinary days' of work. The employee must, if required by the employer, provide the employer a copy of the funeral notice or other evidence of the death the employer reasonably requires.

6.6.2 "Immediate family" includes:

- i. Spouse (including a former spouse), a defacto spouse and a former defacto spouse of the employee; and
- ii. Spouse shall also refer to a same sex partner; and
- iii. A child or adult child (including an adopted child, an ex-foster child, a step-child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

6.6.3 For the purpose of this clause the word "spouse" shall include a person who lives with the employee as a de facto wife, husband or same sex partner.

6.7 Jury Service

6.7.1 A full-time and part-time employee required to attend for Jury Service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect to attendance for such Jury Service, and the wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on Jury Service.

6.7.2 An employee shall notify the employer as soon possible of the date upon which the employee is required to attend for Jury Service.

6.8 Public Holidays

- 6.8.1 All work done by an employee on a day that is gazetted in the Queensland Government Industrial Gazette as a Public Holiday under the *Holidays Act 1983* shall be paid at the rate of double time with a minimum engagement of three (3) hours' or payment thereof.
- 6.8.2 For the purposes of this provision, reference to the rate of double time shall mean one times the ordinary rates in addition to the ordinary rate contained in this Agreement.
- 6.8.3 Activity Instructors will be paid double the applicable rate of pay for actual classes worked.
- 6.8.4 Any and every employee who, having been dismissed or stood down by the employer during the month of December in any year and who is re-employed by the employer at any time before the month of January in the next succeeding year shall, if that employee was employed by the employer for a continuous period of two (2) weeks' or longer immediately prior to being so dismissed or stood down, be entitled to be paid and shall be paid by the employer (at the ordinary rate payable to that employee when so dismissed or stood down) for any one or more of the following holidays, namely Christmas Day, Boxing Day and the first day of January occurring during the period on or from the date of dismissal or standing down to and including the date of re-employment.
- 6.8.5 A full-time or part-time employee normally rostered to work on a day of the week on which a Public Holiday falls who is not required to work on that day shall be paid at ordinary rates for the actual number of hours that the employee would normally work on such day.
- 6.8.6 Where a Public Holiday falls on an employee's rostered day off, such employee shall receive another day off in lieu thereof or one day shall be added to such employee's Annual Leave for each Public Holiday so occurring **or**, by mutual agreement, an extra day's wages may be paid in lieu of each such holiday.
- 6.8.7 Notwithstanding clause 6.8.6, an employee who is normally rostered to work Monday to Friday only will not receive time off in lieu for any Public Holiday which is gazetted on a weekend.

PART 7 MISCELLANEOUS PROVISIONS

7.1 Uniforms

The employer may provide a uniform to the employee in accordance with the policies and procedures of the employer. Uniforms shall remain the property of the employer and shall be returned to the employer on the termination of an employee's employment where the employer so directs. For sake of clarity no laundry allowance is payable.

7.2 Transport

If an employee is required to work overtime beyond the normal rostered ceasing time at short notice and as a consequence thereof, the employee's normal means of transport is not available and public transport is also not available, then the employer shall arrange to have such employee transported home.

7.3 Collective Industrial Relations

Stadiums Queensland 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.

Stadiums Queensland as an employer recognises that union membership and coverage issues are determined by the provisions of the *Industrial Relations Act 2016* and any determinations of the Queensland Industrial Relations Commission.

7.4 Union Encouragement

- 7.4.1 Stadiums Queensland 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.
- 7.4.2 An application for union membership and information on the relevant union(s) will be provided to all employees at the point of engagement.
- 7.4.3 Information on the relevant union(s) will be included in induction materials.
- 7.4.4 Union representative(s) will be provided with the opportunity to discuss union membership with new employees.
- 7.4.5 The Queensland Government Union Encouragement Policy – 2015 is attached to this Agreement at Appendix 3.
- 7.4.6 Notwithstanding the above should the policy be amended or varied in future Stadiums Queensland will apply the policy as it applies to Stadiums Queensland at that time.
- 7.4.7 Stadiums Queensland will provide to the relevant unions a list of new starters (comprising name, job title, work location and email address) on a quarterly basis, subject to privacy considerations.

7.5 Usage of Contractors

- 7.5.1 Stadiums Queensland is committed to the responsible utilisation of contractors and will procure services in accordance with the principles of the Queensland Government Procurement Framework, as it applies to the organisation.
- 7.5.2 Subject to this sub-clause, Stadiums Queensland commits to the insourcing/contracting in of work covered by this Agreement at Stadiums Queensland managed venues that is currently outsourced, where Stadiums Queensland has the capacity and capability to do so, and in accordance with the Major Sports Facilities Act 2001, and the Queensland Government Policy on Contracting-Out of Services. Included in this consideration it needs to be demonstrated that work is competitive on an overall basis, including quality and the cost of purchase and maintenance of any capital equipment required to perform the work.
- 7.5.3 Stadiums Queensland commits to providing the instances of current contracted out services covered by this Agreement at Stadiums Queensland managed venues within one (1) month of Agreement certification. Thereafter, Stadiums Queensland will provide any changes to this information to the relevant Union on a quarterly basis. The details to be provided include:
- (a) contract supplier;
 - (b) services provided;
 - (c) location services provided; and
 - (d) contract end date.

PART 8 TRADES, GROUNDS AND MAINTENANCE EMPLOYEES

Appendix 2 of this Agreement records special provisions which apply to Trades, Grounds and Maintenance employees. Where there is an inconsistency between the provisions in Appendix 2 and another provision in this Agreement, Appendix 2 prevails to the extent of the inconsistency.

APPENDIX 1 – CLASSIFICATION STRUCTURE WAGE RATES

1.1 ADMINISTRATION STREAM WAGE RATES

Classification Level	Level	Aurion Code	1/08/2019		1/08/2020		1/08/2021		1/08/2022	
			Fortnightly	Annual Rate	Fortnightly	Annual Rate	Fortnightly	Annual Rate	Fortnightly	Annual Rate
AO1	1	AO1L1	1,545.78	40,327.89	1,584.43	41,336.09	1,624.04	42,369.49	1,664.64	43,428.73
	2	AO1L2	1,630.81	42,546.09	1,671.58	43,609.75	1,713.37	44,699.99	1,756.20	45,817.49
	3	AO1L3	1,715.59	44,758.00	1,758.48	45,876.95	1,802.44	47,023.87	1,847.50	48,199.47
AO2	1	AO2L1	1,908.46	49,789.92	1,956.18	51,034.67	2,005.08	52,310.54	2,055.21	53,618.30
	2	AO2L2	1,952.55	50,939.99	2,001.36	52,213.49	2,051.39	53,518.83	2,102.68	54,856.80
	3	AO2L3	1,997.96	52,124.72	2,047.91	53,427.83	2,099.10	54,763.53	2,151.58	56,132.62
	4	AO2L4	2,045.60	53,367.67	2,096.74	54,701.86	2,149.16	56,069.41	2,202.89	57,471.14
	5	AO2L5	2,093.65	54,621.27	2,145.99	55,986.80	2,199.64	57,386.47	2,254.63	58,821.13
	6	AO2L6	2,143.85	55,930.95	2,197.45	57,329.23	2,252.38	58,762.46	2,308.69	60,231.52
	7	AO2L7	2,199.10	57,372.23	2,254.07	58,806.54	2,310.43	60,276.70	2,368.19	61,783.62
	8	AO2L8	2,260.20	58,966.47	2,316.71	60,440.63	2,374.63	61,951.65	2,433.99	63,500.44
AO3	1	AO3L1	2,414.43	62,990.10	2,474.79	64,564.85	2,536.66	66,178.97	2,600.08	67,833.45
	2	AO3L2	2,507.56	65,419.82	2,570.25	67,055.32	2,634.51	68,731.70	2,700.37	70,449.99
	3	AO3L3	2,600.40	67,841.77	2,665.41	69,537.81	2,732.04	71,276.26	2,800.34	73,058.17
	4	AO3L4	2,692.64	70,248.17	2,759.95	72,004.37	2,828.95	73,804.48	2,899.67	75,649.59
AO4	1	AO4L1	2,855.21	74,489.48	2,926.59	76,351.72	2,999.75	78,260.51	3,074.75	80,217.02
	2	AO4L2	2,949.38	76,946.44	3,023.12	78,870.11	3,098.70	80,841.86	3,176.16	82,862.90
	3	AO4L3	3,044.30	79,422.79	3,120.41	81,408.36	3,198.42	83,443.57	3,278.38	85,529.66
	4	AO4L4	3,139.52	81,906.94	3,218.01	83,954.62	3,298.46	86,053.48	3,380.92	88,204.82
AO5	1	AO5L1	3,308.65	86,319.33	3,391.36	88,477.31	3,476.15	90,689.24	3,563.05	92,956.47
	2	AO5L2	3,404.76	88,826.80	3,489.88	91,047.47	3,577.13	93,323.65	3,666.55	95,656.75
	3	AO5L3	3,500.28	91,318.72	3,587.78	93,601.68	3,677.48	95,941.73	3,769.42	98,340.27
	4	AO5L4	3,596.09	93,818.43	3,685.99	96,163.89	3,778.14	98,567.99	3,872.60	101,032.19
AO6	1	AO6L1	3,796.21	99,039.41	3,891.12	101,515.40	3,988.40	104,053.28	4,088.11	106,654.61
	2	AO6L2	3,885.02	101,356.40	3,982.15	103,890.31	4,081.70	106,487.56	4,183.75	109,149.75
	3	AO6L3	3,973.39	103,661.72	4,072.72	106,253.26	4,174.54	108,909.59	4,278.90	111,632.33
	4	AO6L4	4,061.60	105,963.15	4,163.14	108,612.23	4,267.22	111,327.54	4,373.90	114,110.73
AO7	1	AO7L1	4,247.87	110,822.61	4,354.06	113,593.18	4,462.92	116,433.01	4,574.49	119,343.83
	2	AO7L2	4,350.24	113,493.36	4,458.99	116,330.70	4,570.47	119,238.96	4,684.73	122,219.94
	3	AO7L3	4,452.76	116,167.99	4,564.08	119,072.19	4,678.18	122,048.99	4,795.13	125,100.22
	4	AO7L4	4,554.83	118,830.98	4,668.70	121,801.75	4,785.42	124,846.80	4,905.05	127,967.97

AO8	1	AO8L1	4,706.52	122,788.42	4,824.18	125,858.13	4,944.79	129,004.58	5,068.41	132,229.69
	2	AO8L2	4,797.27	125,156.02	4,917.20	128,284.92	5,040.13	131,492.04	5,166.14	134,779.34
	3	AO8L3	4,886.83	127,492.44	5,009.00	130,679.75	5,134.22	133,946.75	5,262.58	137,295.42
	4	AO8L4	4,977.58	129,859.96	5,102.01	133,106.46	5,229.56	136,434.12	5,360.30	139,844.97

1.2 OPERATIONAL STREAM WAGE RATES

Classification Level	Level	Aurion Code	1/08/2019		1/08/2020		1/08/2021		1/08/2022	
			Fortnightly	Annual Rate	Fortnightly	Annual Rate	Fortnightly	Annual Rate	Fortnightly	Annual Rate
OO1	1	OO1L1	1,382.50	36,067.91	1,417.06	36,969.61	1,452.48	37,893.85	1,488.80	38,841.20
	2	OO1L2	1,481.89	38,661.08	1,518.94	39,627.61	1,556.91	40,618.30	1,595.84	41,633.76
	3	OO1L3	1,581.89	41,269.99	1,621.44	42,301.74	1,661.98	43,359.29	1,703.53	44,443.27
	4	OO1L4	1,681.41	43,866.31	1,723.45	44,962.96	1,766.53	46,087.04	1,810.69	47,239.21
	5	OO1L5	1,781.17	46,468.92	1,825.70	47,630.64	1,871.34	48,821.41	1,918.12	50,041.94
OO2	6	OO1L6	1,881.05	49,074.67	1,928.07	50,301.54	1,976.28	51,559.08	2,025.68	52,848.06
	1	OO2L1	1,908.46	49,789.92	1,956.18	51,034.67	2,005.08	52,310.54	2,055.21	53,618.30
	2	OO2L2	1,955.08	51,006.17	2,003.96	52,281.32	2,054.06	53,588.35	2,105.41	54,928.06
	3	OO2L3	2,002.86	52,252.62	2,052.93	53,558.93	2,104.25	54,897.90	2,156.86	56,270.35
OO3	4	OO2L4	2,052.56	53,549.11	2,103.87	54,887.84	2,156.47	56,260.04	2,210.38	57,666.54
	1	OO3L1	2,082.40	54,327.66	2,134.46	55,685.86	2,187.82	57,078.00	2,242.51	58,504.95
	2	OO3L2	2,121.45	55,346.63	2,174.49	56,730.30	2,228.85	58,148.55	2,284.57	59,602.27
	3	OO3L3	2,164.74	56,475.92	2,218.86	57,887.82	2,274.33	59,335.02	2,331.19	60,818.39
OO4	4	OO3L4	2,210.08	57,658.83	2,265.33	59,100.30	2,321.97	60,577.81	2,380.02	62,092.25
	1	OO4L1	2,303.42	60,093.87	2,361.00	61,596.22	2,420.03	63,136.12	2,480.53	64,714.53
	2	OO4L2	2,377.92	62,037.65	2,437.37	63,588.59	2,498.31	65,178.31	2,560.76	66,807.77
	3	OO4L3	2,453.32	64,004.76	2,514.66	65,604.88	2,577.52	67,245.00	2,641.96	68,926.13
OO5	4	OO4L4	2,528.42	65,964.07	2,591.64	67,613.17	2,656.43	69,303.50	2,722.84	71,036.09
	1	OO5L1	2,594.88	67,697.93	2,659.76	69,390.38	2,726.25	71,125.14	2,794.41	72,903.26
	2	OO5L2	2,681.31	69,952.71	2,748.34	71,701.53	2,817.05	73,494.06	2,887.48	75,331.42
	3	OO5L3	2,768.33	72,223.04	2,837.54	74,028.61	2,908.48	75,879.33	2,981.19	77,776.31
OO6	4	OO5L4	2,855.21	74,489.48	2,926.59	76,351.72	2,999.75	78,260.51	3,074.75	80,217.02
	1	OO6L1	2,980.53	77,758.92	3,055.04	79,702.90	3,131.41	81,695.47	3,209.70	83,737.86

	2	OO6L2	3,060.40	79,842.66	3,136.91	81,838.73	3,215.33	83,884.69	3,295.71	85,981.81
	3	OO6L3	3,139.52	81,906.94	3,218.01	83,954.62	3,298.46	86,053.48	3,380.92	88,204.82
OO7	1	OO7L1	3,290.47	85,845.05	3,372.73	87,991.17	3,457.05	90,190.95	3,543.48	92,445.73
	2	OO7L2	3,371.23	87,952.10	3,455.51	90,150.90	3,541.90	92,404.67	3,630.45	94,714.79
	3	OO7L3	3,451.85	90,055.27	3,538.14	92,306.65	3,626.60	94,614.32	3,717.26	96,979.68

1.3 HEALTH AND FITNESS INSTRUCTOR CLASS RATES

		1/08/2019	1/08/2020	1/08/2021	1/08/2022
Class Duration	Aurion Code	Class Rate	Class Rate	Class Rate	Class Rate
30 minutes	ACT05	28.23503704	28.94091297	29.66443579	30.40604668
1 hour	ACT1	42.35885275	43.41782407	44.50326967	45.61585141
1.5 hours	ACT15	63.55104478	65.1398209	66.76831642	68.43752434

1.4 TRADES, GROUNDS AND MAINTENANCE STREAM WAGE RATES

Classification Level	Level	Aurion Code	1/08/2019		1/08/2020		1/08/2021		1/08/2022	
			Fortnightly	Annual Rate	Fortnightly	Annual Rate	Fortnightly	Annual Rate	Fortnightly	Annual Rate
TOO1	1	TOO1L1	1,676.92	43,749.21	1,718.84	44,842.94	1,761.82	45,964.01	1,805.86	47,113.11
	2	TOO1L2	1,776.32	46,342.38	1,820.73	47,500.94	1,866.24	48,688.46	1,912.90	49,905.67
	3	TOO1L3	1,876.32	48,951.29	1,923.23	50,175.07	1,971.31	51,429.45	2,020.59	52,715.18
	4	TOO1L4	1,975.84	51,547.60	2,025.23	52,836.29	2,075.86	54,157.20	2,127.76	55,511.13
	5	TOO1L5	2,075.60	54,150.21	2,127.49	55,503.97	2,180.67	56,891.57	2,235.19	58,313.86
	6	TOO1L6	2,175.48	56,755.97	2,229.86	58,174.87	2,285.61	59,629.24	2,342.75	61,119.97
TOO2	1	TOO2L1	2,202.89	57,471.22	2,257.96	58,908.0	2,314.41	60,380.70	2,372.27	61,890.21
	2	TOO2L2	2,249.51	58,687.46	2,305.75	60,154.65	2,363.39	61,658.51	2,422.48	63,199.98
	3	TOO2L3	2,297.29	59,933.91	2,354.72	61,432.26	2,413.59	62,968.07	2,473.93	64,542.27
	4	TOO2L4	2,346.98	61,230.41	2,405.66	62,761.17	2,465.80	64,330.20	2,527.44	65,938.45
TOO3	1	TOO3L1	2,376.82	62,008.96	2,436.24	63,559.18	2,497.15	65,148.16	2,559.58	66,776.87
	2	TOO3L2	2,415.88	63,027.93	2,476.28	64,603.62	2,538.19	66,218.71	2,601.64	67,874.18
	3	TOO3L3	2,459.17	64,157.22	2,520.65	65,761.15	2,583.66	67,405.18	2,648.25	69,090.31
	4	TOO3L4	2,504.52	65,340.36	2,567.13	66,973.87	2,631.31	68,648.22	2,697.09	70,364.42
TOO4	1	TOO4L1	2,597.84	67,775.17	2,662.79	69,469.55	2,729.36	71,206.28	2,797.59	72,986.44
	2	TOO4L2	2,672.35	69,718.95	2,739.16	71,461.92	2,807.64	73,248.47	2,877.83	75,079.68
	3	TOO4L3	2,747.75	71,686.06	2,816.44	73,478.21	2,886.86	75,315.16	2,959.03	77,198.04
	4	TOO4L4	2,822.85	73,645.37	2,893.42	75,486.50	2,965.76	77,373.66	3,039.90	79,308.0
TOO5	1	TOO5L1	2,889.31	75,379.22	2,961.54	77,263.70	3,035.58	79,195.30	3,111.47	81,175.18
	2	TOO5L2	2,975.74	77,634.0	3,050.13	79,574.85	3,126.38	81,564.22	3,204.54	83,603.33
	3	TOO5L3	3,062.76	79,904.33	3,139.33	81,901.94	3,217.81	83,949.49	3,298.26	86,048.23
	4	TOO5L4	3,149.63	82,170.78	3,228.37	84,225.05	3,309.08	86,330.67	3,391.81	88,488.94
TOO6	1	TOO6L1	3,274.95	85,440.22	3,356.83	87,576.23	3,440.75	89,765.63	3,526.77	92,009.77
	2	TOO6L2	3,354.82	87,523.95	3,438.69	89,712.05	3,524.66	91,954.86	3,612.78	94,253.73
	3	TOO6L3	3,433.95	89,588.24	3,519.80	91,827.94	3,607.79	94,123.64	3,697.99	96,476.73
TOO7	1	TOO7L1	3,584.90	93,526.34	3,674.52	95,864.50	3,766.38	98,261.11	3,860.54	100,717.64
	2	TOO7L2	3,665.66	95,633.39	3,757.30	98,024.23	3,851.23	100,474.83	3,947.51	102,986.71
	3	TOO7L3	3,746.27	97,736.57	3,839.93	100,179.98	3,935.93	102,684.48	4,034.33	105,251.59

APPENDIX 2 – TRADES, GROUNDS AND MAINTENANCE STAFF EMPLOYMENT CONDITIONS

1 Hours of Work

- 1.1 The ordinary hours of work prescribed may be worked on up to any ten (10) consecutive days in any fortnight, Monday to Sunday inclusive between 5:00am and 10:00pm.

2 Apprentices

- 2.1 Trainees and Apprentices will not be disadvantaged by the terms and conditions of this Agreement.
- 2.2 Trainees and Apprentices engaged under this Agreement are entitled to the same employment conditions as other employees covered by this Agreement.
- 2.3 Trainees and Apprentices will be remunerated in accordance with the percentage of the relevant adult rate specified in the *Stadiums Queensland Employees Award – State 2016*, as the case may be, as amended in accordance with the State Wage Case decisions of the Queensland Industrial Relations Commission.

3 Trade Allowances

- 3.1 Tool and leading hand allowances will be paid in addition to the employee's base salary, where they are applicable to the class of work performed by the employee.
- 3.2 No other work related allowances will apply, unless specifically provided for in the policies of the employer.

4 Aggregated Salary (TGM Salary)

- 4.1 There are current Stadiums Queensland employees who regularly work weekends. To ensure affected employees are not disadvantaged, Stadiums Queensland has developed a Trades, Grounds and Maintenance Aggregated Salary (TGM Salary) (Appendix 1.4).
- 4.2 Subject to clause 3.1, the aggregated salary incorporates all allowances and all penalty rates for ordinary time worked.
- 4.3 Where a part-time or casual employee works predominately weekend work and consequently would receive a greater rate of pay under the Award, the employee will be entitled to the greater rate of pay.

5 Meal Breaks

- 5.1 Each full-time employee shall be entitled to an unpaid meal break of a minimum of thirty (30) minutes per seven point six (7.6) hours of employment. Such meal breaks shall be taken at a time convenient to and as agreed between the employer and the particular employee involved.
- 5.2 Part-time and casual employees working for more than six (6) hours on any one day shall be entitled to an unpaid meal break of thirty (30) minutes to be taken at a time mutually convenient to the employer and the particular employee involved unless unforeseen operational requirements dictate otherwise.

6 Rostered Days Off

- 6.1 Subject to clause 5.1 of the Agreement (Full-Time Hours of Work), the seventy-six (76) hour fortnight shall be worked in one of the following ways, most suitable to the particular facility, after consultation with, and giving reasonable consideration to the wishes of the employees directly involved:-
- (a) by employees working less than eight (8) ordinary hours each day; or
 - (b) by employees working less than eight (8) ordinary hours on one or more days each work cycle; or
 - (c) by fixing one or more work days on which all employees will be rostered off during a particular work cycle; or
 - (d) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one (1) work day off during that cycle.

- 6.2 Where the arrangements of ordinary hours of work provide for a rostered day off, the employer and the employee may agree to accrue up to a maximum of twelve (12) rostered days off.
- 6.3 Consent to accrue rostered days off shall not be unreasonably withheld by either party. Where such agreement has been reached the accrued rostered days shall be taken within twelve (12) calendar months of the date on which each rostered day off was accrued. In all cases, rostered days off shall be taken at times to suit the employer's work requirements.
- 6.4 Either the employee or their manager may request that the employee work on their rostered day off. If this is mutually agreed, the employee may either accrue the time or take their rostered day off on a different day. Unless otherwise agreed, two (2) days' notice of the above request is to be given. Agreement to such requests will not be unreasonably withheld.
- 6.5 Different methods of working of the seventy-six (76) hour fortnight may apply to individual employees, groups or sections of employees in the facility concerned.
- 6.6 Upon giving seven (7) days' notice or such shorter period as may be mutually agreed upon, the method of working the seventy-six (76) hour fortnight may be altered from time to time, following consultation between the employer and the employee concerned.

7 Rosters

- 7.1 The ordinary working hours of all employees shall be worked in accordance with a roster prescribing the starting and finishing times. A copy of such roster will be made available to employees. Rosters will be posted a minimum of six (6) days in advance of their commencement and be a minimum fourteen (14) days in duration.
- 7.2 The employer may change the roster of a casual employee by giving a minimum of two (2) hours' notice, provided that if the employer is unable to contact the casual employee and the casual employee reports to work for a rostered shift they will be entitled to a minimum of two (2) hours' pay.

8 Public Holidays

- 8.1 All work done by an employee on a day that is gazetted in the Queensland Government Industrial Gazette as a Public Holiday under the *Holidays Act 1983* shall be paid at the rate of double time and a half with a minimum engagement of four (4) hours or payment thereof.
- 8.2 For the purposes of this provision, reference to the rate of double time and a half shall mean one and a half times the ordinary rates in addition to the ordinary rate contained in this Agreement.

9 Protective Clothing

- 9.1 The employer shall supply suitable safety footwear free of charge to employees.
- 9.2 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 with the exception of travel to and from work and whilst on official duties. Any breach of this provision shall not be regarded as fair wear and tear and shall be replaced at the employee's expense.
- 9.3 Suitable gloves, aprons, goggles, masks and hand protection cream shall be supplied by the employer for employees where necessary.
- 9.4 The employer shall supply hats, sunscreen, and appropriate clothing where necessary to employees working in areas of exposed sunlight at the employer's direction.

10 Tools and Gear

- 10.1 Except as hereafter provided, all tools and materials required for the usual performance of any job task shall be supplied by the employer without cost to the employee.
- 10.2 When an employee brings his/her own tools, gear, etc., onto the job, the tools, gear etc., remain the property of the employee and the employer has no responsibility for any damage done to the tools.

11 Wet Weather

- 11.1 Suitable waterproof clothing shall be supplied where practicable by the employer to employees who are required to work in the rain.
- 11.2 Notwithstanding the foregoing, if in the performance of work the employee gets his/her clothes wet, the employee shall be paid double time for all work performed, and such payment shall continue until the employee is able to change into dry clothing or until that person ceases work, whichever is the earlier.

Queensland Government Commitment to Union Encouragement

The Queensland Government has made a commitment to encourage union membership among its employees.

As part of this commitment the government will:

- Acknowledge union delegates and job representatives have a role to play within a workplace, including during the agreement making process. The existence of accredited union delegates and/or job representatives is to be encouraged. Accredited union delegates and/or job representatives shall not be unnecessarily hindered in the reasonable and responsible performance of their duties.
- Subject to relevant legislation, allow employees full access to union delegates/officials during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected. Delegates will be provided reasonable access to facilities for the purpose of undertaking union activities.
- Encourage the establishment of joint union and employer consultative committees at a central and agency level.
- Promote reasonable and constructive industrial relations education leave in the form of paid time off to acquire knowledge and competencies in industrial relations.
- Provide an application for union membership and information on the relevant union(s) to all employees at the point of engagement and during induction.
- At the point of engagement, provide employees with a document indicating that the Agency encourages employees to join and maintain financial membership of an organisation of employees that has the right to represent their industrial interests.
- Subject to relevant privacy considerations, provide union(s) with details of new employees.

The active cooperation of all managers and supervisors is necessary to ensure that the government can honour this commitment.

Passive acceptance by agencies of membership recruitment activity by unions does not satisfy the government's commitment. Encouragement requires agencies to take a positive, supportive role, although ultimately it remains the responsibility of the unions themselves to conduct membership recruitment.



SIGNATORIES

Signed for and on behalf of Stadiums Queensland

.....
Todd Harris
Chief Executive Officer

In the presence of:

.....
Signature of Witness

Edmund Boods.....
Print Name

Signed for and on behalf of Together Queensland Union of Employees

.....
Alex Scott
Secretary

In the presence of:

.....
Signature of Witness

.....
Print Name

Signed for and on behalf of United Voice Industrial Union of Employees

.....
Gary Bullock
Branch Secretary

In the presence of:

.....
Signature of Witness

Melanie Little.....
Print Name

Signed for and on behalf of Electrical Trades Union of Employees

.....
Peter Ong
Secretary

In the presence of:

.....
Signature of Witness

Kate Flynn.....
Print Name

Signed for and on behalf of The Australian Workers' Union of Employees, Queensland

.....
Steve Baker
Secretary

In the presence of:

.....
Signature of Witness

Stacey Lee Schinnerl.....
Print Name