

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

*City Parklands Certified Agreement 2024*

*Matter No. CB/2025/16*

COMMISSIONER PRATT

14 May 2025

**AMENDED CERTIFICATE**

This matter coming on for hearing before the Commission on **Wednesday, 7 May 2025** the Commission certifies the following written agreement:

*City Parklands Certified Agreement 2024*

Made between:

**City Parklands Services Pty Ltd**

**Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland**

**Plumbers & Gasfitters Employees' Union Queensland, Union of Employees**

**Queensland Services, Industrial Union of Employees**

**The Australian Workers' Union of Employees, Queensland**

**The Electrical Trades Union of Employees Queensland**

**United Workers' Union, Industrial Union of Employees, Queensland**

The agreement was certified by the Commission on **Wednesday, 7 May 2025** and shall operate from **Wednesday, 7 May 2025** until its nominal expiry on **30 June 2027**.

This agreement cancels *City Parklands Services Certified Agreement 2020*.

By the Commission.

D. G. PRATT  
INDUSTRIAL COMMISSIONER



# City Parklands

## Certified Agreement 2024



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PARKLANDS

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# 1. PART ONE: APPLICATION AND OPERATION

## 1.1 Title

This Agreement shall be known as the City Parklands Certified Agreement 2024.

## 1.2 Definitions

The following terms are used throughout this agreement and shall have the meanings given below:

**Act** means the *Industrial Relations Act 2016* (Qld), as varied, or replaced from time to time.

**Adoption Leave** means leave taken by an Employee who is responsible for the primary care of an adopted child under the age of five (5) when the child is placed with the Employee.

**Agreement** means the City Parklands Certified Agreement 2024.

**Award** means the City Parklands Services Award – State 2016, as varied, or replaced from time to time.

**Birth-related Leave** means leave taken either by:

- a) A pregnant Employee or an Employee who partner at the time of birth of their child for the purpose of providing primary care; or
- b) A pregnant Employee who is acting as a surrogate at the time of birth of their child.

**Broken work** means where the ordinary hours of duty of a day worker are subject to a break in continuity other than for the purposes of meal breaks, to a maximum of one hour, and rest pauses

**Commission** means the Queensland Industrial Relations Commission.

**City Parklands** means City Parklands Services Pty Ltd.

**Double rates** means twice the applicable rate which would otherwise apply.

**Employee or Employees** means City Parklands employees whose rates of pay are fixed by this Agreement and who are engaged in the classifications listed in Schedule 1.

**Ordinary hourly rate** means the ordinary weekly wage rate for a relevant classification of employee divided by the ordinary weekly working hours for the same classification of employee.

**Public holiday** has the same meaning as that provided in Schedule 5 of the Act.

**QES** means the Queensland Employment Standards contained in Part 3 of Chapter 2 of the Act.

**Rostered day off or RDO** means

- For an employee whose ordinary hours of duty are Monday to Friday: Saturday and Sunday
- For an employee whose ordinary hours of duty include a Saturday and/or Sunday: one of the two days each week, or four days each fortnight, that the employee is not rostered for duty in accordance with clause 5.2.3. Depending on the working arrangements, a Saturday and/or Sunday may also be a rostered day off.

**Spread of ordinary hours** has the meaning ascribed to it in clause 5.1.

**TOIL** means time off in lieu of payment for overtime.

**Union or Unions** means each of the following industrial organisations entitled to represent employees:

- i. The Construction, Forestry, Maritime Employees Union, Queensland.
- ii. Plumbers & Gasfitters Employees' Union Queensland, Union of Employees.
- iii. Queensland Services, Industrial Union of Employees.
- iv. The Australian Workers' Union of Employees, Queensland.
- v. The Electrical Trades Union of Employees Queensland.
- vi. United Workers' Union - Industrial Union of Employees, Queensland.

**Union Delegate** means an Employee who has been formally elected by members of that Union and is accredited to represent their interests in relation to matters under this Agreement and any other employment matters where deemed appropriate.

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

This Agreement applies to:

- a) City Parklands.
- b) Employees.
- c) the Unions.

### **1.4 Date of Operation**

This Agreement operates from the date of certification by the Queensland Industrial Relations Commission and has a nominal expiry date of 30 June 2027.

The parties to this Agreement agree to commence negotiations for a new Agreement sooner than six (6) months prior to the nominal expiry date.

### **1.5 Objectives**

City Parklands provides important public leisure and tourism facilities providing world class services to the public generally and domestic and international tourists, 365 days per year and up to 24 hours per day.

City Parklands is responsible for the provision of management, promotional and operational services, requiring employees to be available to attend to relevant duties at times scheduled to meet those needs in a competitive and efficient manner.

To achieve these goals, we all acknowledge that an appropriate level of flexibility must be incorporated into work practice arrangements, sufficient to ensure that:

- Appropriate employee resources are available at times to meet relevant business needs.
- Employee resources are efficiently organised.
- A continual focus on safety is maintained by all.
- Employees are able to adequately balance their work demands and their personal lives outside working hours.
- Opportunities are provided for employees to improve their skills and experience through formal and "on the job" training programs.
- Access to the Employee Assistance Program to support positive mental health outcomes.

We have negotiated this agreement to recognise the needs of the company and employees and to facilitate achievement of the City Parklands objectives.

### **1.6 Displaying of this Agreement**

This Agreement shall be available in the workplace electronically with convenient access for all employees.

### **1.7 Relationship to the Award**

This Agreement is to be read in conjunction with the Award. Where there is any inconsistency between this Agreement and the Award, the terms of this Agreement shall take precedence.

### **1.8 No Further Claims**

The parties agree there will be no further claims relating to wages or conditions of employment whether dealt within this Agreement or not for the duration of this Agreement.

## **2. PART TWO: COMMUNICATION AND CONSULTATION**

### **2.1 Enterprise Flexibility**

- a) As part of a process of improvement in productivity and efficiency, discussion should take place at an enterprise level to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.

- b) The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1(a). Union Delegates at the place of work may be involved in such discussions.
- c) Any proposed genuine agreement reached between City Parklands and employees in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 4 of the Act and is to have no force or effect until approval is given.

## 2.2 Procedures to implement facilitative provisions

Wherever facilitative provisions appear in this Agreement which allow for determination of the conditions of employment by agreement between City Parklands and the Union/s, or City Parklands and the majority of employees affected, the following procedures shall apply:

- a) Facilitative provisions can be negotiated between management and employees who are directly affected by such proposals or between management and the Union depending on the particular provisions.
- b) Employees may be represented by their local Union Delegate/s and shall have the right to be represented by their local union official/s.
- c) Facilitative provisions can only be implemented by agreement.
- d) In determining the outcome from facilitative provisions neither party should unreasonably withhold agreement.
- e) Agreement is defined as obtaining consent of greater than 50% of employees directly affected or of the Union depending upon the particular provisions.
- f) Where a provision refers to agreement by the majority of employees affected, all employees directly affected shall be consulted. This consultation shall be undertaken where practicable as a group, or in groups. Should the consultation process identify employees with specific concerns which relate to either equity or occupational health and safety issues, such concerns may be catered for on an individual basis subject to operational requirements.
- g) Any agreement reached must be documented and shall incorporate a review period.
- h) Where the agreement relates to either the working of ordinary hours on other than a Monday to Friday basis, the introduction of shift work or a change to the shift roster, the relevant Union/s are to be notified in writing at least one week in advance of agreement being sought.

## 2.3 Prevention and settlement of disputes – Agreement matters

- a) 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.
- b) Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- c) There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- d) In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures shall apply:
  - i. 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.
  - ii. If the matter is not resolved as per clause 2.3(d)(i), 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 relevant parties to discuss the matter. This process should not extend beyond 7 days.
  - iii. If the matter remains unresolved it may be referred to City Parklands for discussion and appropriate action. This process should not exceed 14 days.
  - iv. If the matter is not resolved then it may be referred by either party to the Commission.
- e) Nothing contained in this procedure shall prevent a Union or City Parklands from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

## 2.4 Prevention and settlement of disputes – other than Agreement matters

a) The objectives of this procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.

b) The following procedure applies to all industrial matters within the meaning of the Act:

**Stage 1:** In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to solve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.

**Stage 2:** If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's union representative during the course of Stage 2.

**Stage 3:** If the grievance is still unresolved, the manager will advise City Parklands and the aggrieved employee may submit the matter in writing to City Parklands if such employee wishes to pursue the matter further. If desired by either party the matter shall also be notified to the relevant union.

c) City Parklands shall ensure that:

i. The aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and

ii. The grievance shall be investigated in a thorough, fair and impartial manner.

d) City Parklands may appoint another person to investigate the grievance. City Parklands may consult with the relevant union in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.

e) If the matter is notified to the union, the investigator shall consult with the union during the course of the investigation. City Parklands shall advise the employee initiating the grievance, such employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.

f) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:

**Stage 1:** Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.

**Stage 2:** Not to exceed 7 days.

**Stage 3:** Not to exceed 14 days.

g) If the grievance is not settled the matter may be referred to the Commission by the employee or the union.

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

i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

## 2.5 Consultation – Introduction of Change

### 2.5.1 Employment Security

City Parklands is committed to providing employment security for its employees. It is City Parklands' 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 City Parklands or the community. City Parklands is also committed to providing stability to its employees by limiting organisational restructuring and contracting out of services as outlined in clause 7.2.

## 2.5.2 City Parklands' duty to notify

- a) Where City Parklands decides to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, City Parklands shall notify the employees who may be affected by the proposed changes and, where relevant, their Union/s.
- b) 'Significant effects' includes termination of employment; major changes in the composition, operation or size of City Parklands' 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.
- c) Where the Agreement makes provision for alteration of any of the matters referred to in clauses 2.5.2 (a) and (b) an alteration shall be deemed not to have significant effect.

## 2.5.3 City Parklands' duty to consult over change

- a) City Parklands shall consult the employees affected and, where relevant, their Union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, City Parklands intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- b) City Parklands will properly consult with employees and the relevant Union/s before making and implementing a final decision.
- c) For the purpose of such consultation City Parklands shall provide in writing to the employees concerned and, where relevant, their Union/s, 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.
- d) Notwithstanding the provision of clause 2.5.3(c) City Parklands shall not be required to disclose confidential information, the disclosure of which would be adverse to City Parklands' interests.

# 3. PART THREE: TERMS & CONDITIONS OF EMPLOYMENT

## 3.1 Types of Employment

An employee may be employed on a full-time, part-time, maximum term or casual basis. Employees shall be advised in writing of their employment type and classification upon appointment.

### 3.1.1 Full-time employment

A full-time employee is an employee who is engaged to work the average hours as outlined in clause 5.1 (a).

### 3.1.2 Part-time employment

- a) A part-time employee is an employee who is engaged to work a regular pattern up to 32 ordinary hours per week, or by agreement, more than 32 ordinary hours per week but less than the ordinary hours outlined in clause 5.1 (a).
- b) The minimum payment on any day when work is performed shall be for 3 hours' work.
- c) A part-time employee receives, on a pro rata basis, the same wage and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- d) Where it is agreed and the employee elects to work additional ordinary hours above their regular hours, or where any such additional ordinary hours are worked on a day not ordinarily worked by the part-time employee as part of their regular work pattern, the additional hours worked within the spread of ordinary hours prescribed in clause 5.1 (b) are to be either paid for at the ordinary hourly rate or, by mutual agreement between City Parklands and an employee, be credited as TOIL.
- e) Subject to clauses 3.1.2(a) and (d) all time worked by a part-time employee in excess of the agreed hours on any one day or outside the spread of ordinary hours of duty prescribed in clause 5.1 (b), is to be paid at the appropriate overtime rate prescribed in clause 5.3.

### 3.1.3 Maximum-Term Employment

- a) A maximum-term employee is one who is engaged for a specified period of time for or for a specific task such as:
- Fill a temporary vacancy arising because a person is absent for a known period of time (e.g. approved leave, including parental leave, secondment).
  - To perform work for a particular project or purpose that has a known end date (e.g. employment for a set period as part of a training program or placement program).
  - To fill a position for which funding is unlikely or unknown (e.g. employment relating to performing work for which funding is subject to change or is not expected to be renewed, such as Capital Works Projects, Community or State Funding etc.).
  - To fill a short-term vacancy before a person is employed on a permanent basis.
  - To perform work necessary to meet an unexpected short-term increase in workload (e.g. an expected increase in workload for disaster management or recovery, large events etc.).
- b) A maximum-term employee for all intents and purposes shall receive the same benefits under this Agreement as would a permanent employee, provided that the accruals of any benefits are calculated on a pro-rata basis in relation to ordinary hours worked.
- c) By mutual agreement, the contracted terms and/or hours of a maximum term employee may be varied to suit the needs of City Parklands and the employee. Where this occurs, the variation shall be recorded in writing and signed by both parties. Where it is necessary to terminate the employment of a fixed term employee for misconduct, poor performance or incapacity to perform work or for any other reason prior to the agreed tenure being completed, the maximum-term employee shall receive the same notice period as a permanent employee under this agreement.
- d) Maximum term contracts are not to be used as the primary employment type, should there be concerns by employees or the Unions, this may be raised and addressed via the JCC.

### 3.1.4 Casual employment

- a) A casual employee is an employee who is engaged and paid as such.
- b) A casual employee cannot be employed to work more ordinary hours than are worked by an equivalent full-time employee each week.
- c) A casual employee is entitled to receive, on a pro rata basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- d) For each ordinary hour worked a casual employee shall be paid no less than the applicable hourly rate of pay for their classification outlined in Schedule 2 plus a casual loading of 25%.
- e) Each casual engagement stands alone with a minimum payment for 3 hours' work to be made in respect to each engagement.
- f) The casual loading of 25% is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment. The loading constitutes part of the casual employee's wage for the purpose of calculating overtime, weekend penalties, and public holiday payments, where relevant.
- g) The long service leave entitlement of casual employees is prescribed in clause 6.4.
- h) A casual employee, at the completion of six (6) months' continuous service where they have performed regular and systematic hours, may request permanency. City Parklands must reasonably consider all requests giving consideration to the future continuing work available and the past performance of regular and systematic work.

## 3.2 Probationary period

- a) Unless otherwise agreed 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 and will be in writing at the time of appointment.
- b) 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.

- c) City Parklands may terminate the employment of an employee who is on probation at any time during the probationary period.

### 3.3 Multi-hiring

- a) An employee may be separately engaged as a casual employee for duties that are separate from their substantive engagement, that is, a work location other than the employee's usual work location, or alternatively means 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.
- b) The employee must indicate their willingness to work such additional hours by registering their interest with City Parklands, and all obligations regarding workplace health and safety must be taken into account.
- c) Such employees shall be paid the appropriate rate of pay for a casual employee engaged in that work.

### 3.4 Termination of employment

#### 3.4.1 Notice of termination by an employee

- a) An employee shall give two (2) weeks' notice of termination of employment (or less by mutual agreement). If the employee has been employed for less than 12 months, the period of notice will be one (1) week.
- b) If an employee fails to give the required notice City Parklands will have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of wages for the period of notice not provided.
- c) Unless approved, annual leave cannot be considered as or nominated as notice for the purpose of giving notice of termination of employment.

#### 3.4.2 Notice of termination by City Parklands

- a) City Parklands will give an employee (except a casual employee) the following periods of notice or payment in lieu:

PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
Not more than 1 year	1 Week
Less than 3 years	2 Weeks
Between 3 and 5 years	3 Weeks
More than 5 years	4 Weeks

- b) The period of notice above is increased by one week if the employee is over 45 years of age and has completed at least two years of continuous service with City Parklands.
- c) This shall not affect City Parklands' right to dismiss an employee without notice for misconduct or other grounds that justify instant dismissal, and, in such cases, Wages shall be paid up to the time of dismissal only.

### 3.5 Redundancy

Details relating to Redundancy are outlined in Schedule 4.

## 4. PART FOUR: CLASSIFICATIONS AND PAY RELATED MATTERS

### 4.1 Classifications structure

Employees covered by this Agreement are to be classified into one of the classifications utilising the generic level descriptors contained in Schedule 1.

City Parklands is committed to working with the Unions in the first 12 months of the Agreement to review the classifications. The results of the review will be adopted only when all parties have reached agreement.

#### 4.1.1 Allocation to classification levels

- a) Allocation of employees to a classification and to a level within that classification shall be in accordance with the generic classification descriptors contained in Schedule 1. These descriptors reflect the degree of complexity and responsibility of duties, skills and knowledge proceeding from the lowest to the highest classifications. Their purpose is to provide an indication as to the classification appropriate to any packaging of duties.
- b) Where a new position is created and its allocation cannot be determined, the matter may be discussed with the relevant employee/s and, where requested, their representative. If the matter cannot be resolved it may be dealt with in accordance with clauses 2.3 and 2.4.
- c) Notwithstanding anything contained elsewhere in this Agreement, an applicant who is appointed to a position may, at the discretion of City Parklands, be offered and appointed to any level within a classification based on recognition of skills, knowledge and abilities.

#### 4.1.2 Movement between classifications

Movement to a higher classification will be based on either an appointment based on merit to advertised vacancies at a higher classification or the position being reclassified in accordance with an independent or internal evaluation.

#### 4.1.3 Movement between levels

An employee may move between levels within a classification 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 City Parklands; or
- c) Taking on additional responsibility in the same position at the request of the City Parklands; or
- d) Achievement of agreed performance objectives following the performance review of an employee.

#### 4.1.4 Reclassification

- a) An employee may request a review of their position classification where they believe the position has undergone a significant change (such as substantial change or restructuring of the position). A written application should be made and submitted to their manager for review and the required approval.
- b) A response to an employee's written application for reclassification shall be provided to the employee within six (6) weeks of when it is received by their manager, unless otherwise agreed.
- c) Successful applications will be back paid to the initial date of the written application.
- d) An employee may dispute the outcome of reclassification review in accordance with clauses 2.3 and 2.4.

#### 4.1.5 Apprentices

The terms of the Order – Apprentices' and Trainees' Wages and Conditions (Excluding certain Queensland Government Entities) 2003 as varied, shall apply to the employment of Apprentices. The below tables outline the percentages that shall apply to the relevant classification to determine the applicable apprentice pay rates.

##### Three-year apprenticeship

STAGE OF APPRENTICESHIP	% OF CLASSIFICATION LEVEL
Stage 1	55
Stage 2	75
Stage 3	90

##### Four-year apprenticeship

STAGE OF APPRENTICESHIP	% OF CLASSIFICATION LEVEL
Stage 1	55
Stage 2	65

STAGE OF APPRENTICESHIP	% OF CLASSIFICATION LEVEL
Stage 3	75
Stage 4	90

Where an adult person (i.e. over 21 years of age) enters into an apprenticeship they shall be paid no less than an amount equivalent to the Queensland Minimum Wage as amended from time to time, that is, paid at the above rates or the Queensland Minimum Wage, whichever is greater. These provisions shall not apply to apprentices who become an adult during the term of the apprenticeship.

## 4.2 Rates of Pay and Wages Increases

a) In recognition of the commitment of the parties to the Objectives in clause 4 the following Wages increases shall be paid to employees covered by this Agreement:

- 5% effective from 1 July 2024
- 4% effective from 1 July 2025
- 4% effective from 1 July 2026

Actual Wages levels and annual Wages amounts are displayed in Schedule 2.

b) If the Award rates of pay exceed the relevant Agreement rates of pay at any time during the life of the Agreement, employees will be paid the Award rate of pay until it is exceeded by the relevant Agreement rate of pay.

## 4.3 Payment of Wages

a) Wages shall be paid fortnightly unless otherwise agreed between City Parklands and a majority of its employees, and may, at the discretion of City Parklands, be paid by electronic funds transfer or cash.

b) City Parklands may stipulate the completion day for each pay cycle and payment to employees shall be made not later than 5 working days after the completion of this stipulated pay cycle.

c) Payment of outstanding wages and other entitlements to an employee whose employment has ended shall be made no later than the pay day after the employee's employment ceases. If the employee ceases employment as a result of redundancy the payment will be made on the second working day after the employee's employment ceases.

## 4.4 Higher Duties Payment

Where an employee is instructed to perform duties or relieve another employee for which a higher rate of pay is prescribed, the relieving employee shall be paid the higher rate if the period of relieving is more than three consecutive days.

## 4.5 Targeted Trade Payment

a) A payment of \$200.00 per week will be payable from the date of certification of this Agreement to all positions where City Parklands have determined a trade licence and/or registration is required to perform their duties (eg Electrician or Plumber).

b) This payment recognises the skills, knowledge and any associated costs required to maintain a specific trade licence and/or registration. City Parklands will continue to reimburse the cost of the identified trade work licences.

c) The Targeted Trade Payment is taken into consideration for leave and superannuation purposes, as well as for calculating overtime and penalty rates.

d) This payment shall not be payable for roles that require restricted trade licences.

e) The quantum of this payment shall be automatically adjusted in accordance with future dates and the relevant percentage increases in clause 4.2.

## 4.6 Superannuation

### 4.6.1 Superannuation Contribution

- a) City Parklands will make superannuation contributions on behalf of all employees covered by this Agreement in accordance with clauses 4.6.2 and 4.6.3 and with the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- b) Where Commonwealth legislation provides for choice of fund rights to an employee subject to this Agreement, and that employee fails to elect which superannuation fund to which employer contributions are directed, contributions will be directed to the City Parklands prescribed default fund.

### 4.6.2 Employees who were employed by City Parklands at 1 July 2013

- a) City Parklands will maintain existing superannuation arrangements for employees who were engaged on or prior to 1 July 2013.
- b) For employees in contributory accumulation or defined benefit accounts City Parklands must comply with superannuation arrangements prescribed in the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation).

### 4.6.3 Employees who commenced employment with City Parklands after 1 July 2013

- a) City Parklands will provide superannuation contributions for permanent and temporary employees to a maximum of 12.75% as follows:

EMPLOYEE CONTRIBUTES	CITY PARKLANDS CONTRIBUTES
4%	11.75%
5%	12.75%

- b) For casual employees City Parklands will provide superannuation contributions at the amount set from time to time as the superannuation guarantee levy in the *Superannuation Guarantee (Administration) Act 1992* (Cth).

## 4.7 Allowances

The parties agree that the allowances granted pursuant to this Agreement include the absorption of all allowances applicable under the Award.

The applicable rates for the allowances prescribed in this clause are found in Schedule 3.

### 4.7.1 All Purpose Operational Allowance

- a) Where an employee is engaged in an operational based role (eg Horticulturist, Maintenance Officer etc) based at a City Parklands parkland or precinct, they will receive an allowance in accordance with Schedule 3, Allowance 1:
  - i. This allowance is an 'all purpose' payment and is in recognition and compensation for the potential discomfort arising from the work environment in the operational delivery of our business, the wearing of personal protective equipment and additional responsibilities to ensure safe working practices in the performance of their roles.
  - ii. The payment prescribed in this clause shall be in full compensation for all current environmental, working conditions, and special tasks (eg brick laying, chainsaw etc) not specifically compensated for elsewhere in clause 4.7 or allowed for in any other provision of the Award.
  - iii. In consideration of the increase in use of technology in the performance of operational roles City Parklands will provide operational staff with mobile devices at all sites to complete necessary tasks and functions. If operational staff choose to use their personal mobile device instead, this allowance shall compensate for the reasonable use of a personal mobile device.
  - iv. This allowance shall not be taken into consideration in the computation of overtime, payment for annual leave, sick leave, long service leave, public holidays, weekend work etc.

#### 4.7.2 Broken Work Allowance

All employees engaged in work where the ordinary hours of duty are subject to a break in continuity other than for the purposes of meal breaks to a maximum of one hour and for rest pauses shall be paid the allowance as per Schedule 3, Allowance 2 per day for each day so worked.

#### 4.7.3 First-aid allowance

- a) An employee holding a certificate in first aid issued by the Queensland Ambulance Service or equivalent qualification, who is directed by City Parklands to be a designated first-aid attendant on a given day shall be paid the allowance as per Schedule 3, Allowance 3.
- b) This allowance shall be treated as part of the ordinary rate of pay for the purposes of annual leave (but not loading on leave), personal leave, long service leave and all other paid leave.

#### 4.7.4 Motor vehicle allowance

Where an Employee is required by City Parklands to use their own vehicle in or in connection with the performance of their duties that Employee shall be paid an allowance per kilometer in accordance with the Award for the claiming of work-related car expenses.

#### 4.7.5 Tool allowance

An Employee who is requested by City Parklands to supply and use their own tools be paid the allowance applicable to the trade as per Schedule 3, Allowance 4(a-f) per day for each day the tools are requested to be used. A tool allowance shall not be paid while the Employee is absent on leave.

Apprentices shall receive an annual tool allowance as per Schedule 3, Allowance 4(g). All tools purchased utilising this allowance provision by City Parklands shall become and remain the property of the apprentice and are to be available and used in performing work as required by City Parklands.

#### 4.7.6 Uniform cleaning allowance

Where an employee is supplied with and is required to wear and launder a uniform, shall be paid the allowance as per Schedule 3, Allowance 5 per workday.

#### 4.7.7 Work in the rain

Where an employee who is required to perform work in the rain and by so doing gets clothing wet the employee shall be paid double rates for all work so performed. Such payment shall continue until the employee finishes work or until the clothing dries or is able to be changed, whichever is earlier. If a team member is instructed to work in the rain, and feels it is unsafe to do so they may reasonably refuse the unsafe work.

#### 4.7.8 Car Parking Allowance

Employee's whose work location is designated as South Bank Parklands shall be paid the allowance as per Schedule 3, Allowance 6 per workday where the employee attends for work at South Bank Parklands. Should employees no longer be required to pay for parking at South Bank Parklands, this allowance will no longer be payable. This allowance has no automatic adjustment provision.

## 5. PART FIVE: HOURS OF WORK, OVERTIME

### 5.1 Hours of Work

- a) Employees will work an average of 38 hours over a maximum of five (5) days each week. Effective from 1 July 2025 employees will work an average of 36 hours of a maximum of five (5) days each week.
- b) The spread of ordinary hours of duty for shall be 0530 to 1800, Monday to Friday, except as recorded in the table below:

CLASSIFICATION GROUP OR AREA	SPREAD OF ORDINARY HOURS
(i) Employees providing water treatment services and electrical services	0530 to 1800

- c) The spread of ordinary hours may be altered provided there is agreement between City Parklands and the employee or majority of employees involved.
- d) In recognition that events and other identified services are delivered Monday to Sunday, employees in Event Management & Destinations and other applicable and identified areas may be asked to vary their spread of ordinary hours to accommodate those business needs. The spread of ordinary hours and days in clause 5.1 (b) for Event Management & Destinations, teams may be altered provided there is agreement between City Parklands and the employee or majority of employees involved. Agreement will not be unreasonably withheld if City Parklands provides reasonable notice for the change. Any work performed on Saturday or Sunday will be paid at the appropriate penalty rate.
- e) The parties acknowledge the different work patterns that are sometimes required to meet customer requirements and agree that flexible start and finish times may be agreed from time to time to meet work requirements.
- f) City Parklands may stagger the ordinary starting and finishing times of various groups of employees or individual employees, by mutual agreement, provided that agreement will not be unreasonably withheld. Any such altered starting and finishing time will not invoke any penalty payment that would be payable if the spread of ordinary hours prescribed in clause 5.1 (b) were observed.
- g) Employees are required to observe the nominated starting and finishing times for the workday, including designated breaks, to maximise available working time. Preparation for starting and finishing work including personal clean-up will be in the employee's time.

## 5.2 Ordinary Hours of Duty

### 5.2.1 Ordinary Hours of Duty

Up to 10 ordinary hours may be worked in any one rostered attendance by mutual agreement.

### 5.2.2 Ordinary Hours of Duty – Office based employees

Ordinary hours may be worked under one of the following arrangements:

- a) Flexible hours - where employees may mutually agree to operate under flexible start and finish times based on an average of the ordinary hours divided by 5, with accrued time to be utilised by mutual agreement with the employee's manager. Up to 2 days may be accrued at any one time;
- b) Due to the specific nature of work in the Event Management & Destinations team, employees and their manager may agree to accrue up to 5 days at any one time; or
- c) Rostered hours - when rostered hours are worked in accordance with clause 5.2.3.

### 5.2.3 Ordinary hours – operational based employees

- a) Ordinary hours shall be based on the hours of work as per clause 5.1 (a) multiplied by 4, within a 4 week roster cycle provided that on average all rostered employees shall have 4 days off each fortnight during each roster cycle unless agreed otherwise between the individual employee and their manager.

### 5.2.4 Nine (9) day fortnight

- a) This Agreement provides a nine (9) day fortnight arrangement for all operational based employees. The conditions set out within this clause will apply to employees who are on a Nine (9) Day Fortnight arrangement.
- b) Employees will work hours that is the equivalent of the average hours outlined in clause 5.1 (a) divided by nine (9) for a standard working day. Leave will be deducted at the same rate.
- c) Employees on a nine (9) day fortnight arrangement, working the hours provided in clause 5.2.4(b) shall be entitled to one (1) Rostered Day Off (RDO) in every fortnight without reduction in pay unless otherwise provided for in this Agreement.
- d) Employees RDO's will be taken in accordance with a fixed roster set by the employees manager or may be taken at a mutually convenient time each work cycle.

- e) An employee who is required to work on their RDO shall bank their RDO, a maximum of two (2) RDOs can be banked at any one time.
- f) Due to the specific business needs of the Water Services team over the summer period (between November and March) employees may not be able to take all their RDO's as rostered. Therefore, employees in the Water Services team may bank up to five (5) RDOs during this time. This must be reduced to no more than two (2) RDOs by the end of the following September.
- g) RDOs are not able to be taken on a part-day basis.

### 5.2.5 Payment of Ordinary Hours of Duty

- a) Subject to clause 5.1, all ordinary hours of duty performed by an employee within the spread of ordinary hours prescribed in clause 5.1 shall be paid for as follows:
  - Monday to Friday - ordinary time;
  - between 0000 and 2400 on a Saturday - time and one-half;
  - between 0000 and 2400 on a Sunday - double time;
  - between 0000 and 2400 on a public holiday - at the rate prescribed in clause 6.7.
- b) Work done outside of the spread referred to in clause 5.1 shall be paid at overtime rates but may be deemed to be part of the ordinary hours where there is agreement between the employee and City Parklands.

### 5.2.6 Meal Breaks

An employee who works in excess of 5 hours on any day shall be allowed not less than 30 minutes for an unpaid meal break between the fourth and sixth hours of duty at times convenient to maintain the continuity of work.

### 5.2.7 Rest Pauses

Every employee shall be entitled to a paid rest pause or pauses as follows:

HOURS WORKED DAILY	PAID TIME
Greater than 4, but less than 8	10 minutes
8 hours or more	20 minutes

A rest pause(s) may be taken in a manner and at such time or times as agreed so that continuity of work will not be interrupted where continuity is necessary, bearing in mind appropriate health and safety practices.

## 5.3 Overtime

### 5.3.1 General

- a) Employees shall work reasonable overtime whenever necessary, but 24 hours' notice shall be given, where practicable, to an employee required to work overtime.
- b) All overtime must have the prior approval of an employee's supervisor.

### 5.3.2 Payment for Overtime

- a) All authorised overtime worked by an employee in excess of their ordinary daily hours of duty or outside their spread of ordinary working hours on a Monday to Saturday, inclusive, shall be paid at the rate of time and one-half for the first two (2) hours and double time thereafter.
- b) All authorised overtime worked by an employee on a Saturday shall be paid at the rate of time and one-half for the first 2 hours and double time thereafter with a minimum payment as for 3 hours' work.
- c) All authorised overtime worked by an employee on a Sunday shall be paid at the rate of double time with a minimum payment as for 3 hours' work.
- d) All authorised overtime worked by an employee on a public holiday shall be paid at the rate prescribed in clause 6.7.
- e) All authorised overtime worked by an employee on an employee's RDO shall be paid at the rate of time and one-half for the first 2 hours and double time thereafter with a minimum payment as for 3 hours' work.

- f) The minimum payments provided in clauses 5.3.2(b), (c) and (e) shall not apply where such overtime is performed immediately preceding or following ordinary hours.
- g) Employees may elect to accrue authorised overtime at the prescribed rates as TOIL. A maximum of two (2) days TOIL may be accrued at any one time.
- h) Clause 5.3.2 (a) to (g) does not apply to employees appointed to or relieving in positions at classification CP7. However, where these employees are required to work additional hours, they shall be entitled to time off in lieu on a time for time basis. If that time cannot be taken off within a 3-month period overtime will be paid on a time for time basis. Nothing in clause 5.3.2(h) is to be taken to prevent City Parklands from exercising their discretion to make overtime payments at any time.

### 5.3.3 Meal Breaks on Overtime

- a) An employee working day work required to work overtime for:
  - i. more than 1.5 hours after ordinary ceasing time or for more than one hour continuing beyond 1800 on any normal working day; or
  - ii. more than 4 hours on a Saturday, Sunday, RDO.

shall be provided with an adequate meal at City Parklands' expense or shall be paid the allowance as per Schedule 3, Allowance 7 in lieu of the provision of such meal.
- b) Before commencing the overtime mentioned in clause 5.3.3(a)(i) the employee shall be entitled to take a 30 minute unpaid meal break.
- c) Where City Parklands requires the employee to continue working for a further 4 hours of continuous overtime work in either of the situations mentioned in clauses 5.3.3(a) or (b), the employee will be entitled to a 20 minute paid crib break and either provided with an adequate meal at City Parklands' expense or shall be paid the allowance as per Schedule 3, Allowance 7.
- d) Where an employee has been given notice to work overtime on the previous working day or prior thereto, and has brought to work a prepared meal and such overtime is cancelled, the employee shall be paid the allowance as per Schedule 3, Allowance 7. for such prepared meal.

## 5.4 On Call and Recall to Duty

### 5.4.1 On Call – Additional Payment

- a) Where an employee is instructed to be available on call outside ordinary or rostered working hours the employee shall be paid the allowance as per Schedule 3, Allowance 8(a), (b) or (c) as applicable for each day and/or night during which the employee remains on call.
- b) Employees required to remain on call must be able to be contacted and be able to respond within a reasonable period of time.
- c) An employee, whilst on-call, required to perform duties without the need to leave the employee's place of residence and/or without the need to return to the facility, shall be reimbursed for a minimum of one hour's work for each time the employee performs such duties. Provided that should the employee be so required to again perform duties within that one-hour period, no further minimum payment shall apply.
- d) The payments prescribed in clause 5.4.1(a) shall be automatically adjusted in accordance with future dates and the relevant percentage increases in clause 4.2.

### 5.4.2 Recall to Duty – From on Call

- a) An employee on call being recalled to perform duty shall be paid for the time worked at the overtime rate prescribed in clause 5.3.2, such time to be calculated from home and return with a minimum payment as for 4 hours' work.
- b) Overtime worked in the circumstances specified in clause 5.4.2 shall not be regarded as overtime for the purposes of clause 5.5 where the total of the actual time worked on such recall or on all of such recalls is less than 3 hours.
- c) The parties recognise that it is the responsibility of management to develop and implement procedures and required work standards, which includes safety concerns, within each workplace.
- d) Where successive short-term recalls result in an employee not having opportunity for a reasonable period of unbroken sleep, the employee shall be afforded a 9-hour break before resuming work.

- e) An employee on call who is required to return to work outside of their normal working hours will have any additional car parking (where applicable) and transport costs reimbursed to them.

### **5.4.3 Recall to Duty – Other than from On Call**

- a) An employee (other than an employee on call) having been recalled to perform duty shall be paid for the time worked with a minimum payment as for 4 hours for each call out at the prescribed overtime rate, calculated as from home and return. Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 4 hours if the job the employee was recalled to perform is completed within a shorter period.
- b) Notwithstanding the provisions of clause 5.4.3(a) an employee recalled to perform duty may be required to perform additional work of a breakdown or emergent nature which arises during the course of the work which was the subject of the recall.
- c) The minimum payment prescribed in clause 5.4.3(a) shall not apply where the overtime is performed immediately preceding and/or is continuous with ordinary hours of duty.
- d) An employee who is required to return to work outside of their normal working hours will have any additional car parking (where applicable) and transport costs reimbursed to them.
- e) An employee who is requested to undertake duties remotely, i.e. without the need to return to their usual place of employment, shall be entitled to be paid at the applicable overtime rate for the time actually taken to deal with such matters, with a minimum payment of not less than one hour each day.

## **5.5 Fatigue Leave / Rest Period after Overtime**

- a) 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 nine (9) consecutive hours off duty has not occurred, shall be released after completion of such overtime until nine (9) consecutive hours off duty occur without loss of pay for ordinary working time occurring during such absence. The break is exclusive of reasonable travel required for the employee to return home.
- b) In cases where an employee works overtime, for not less than two (2) hours in aggregate, between 2300 and 0500 then the nine (9) consecutive hour break will commence from the conclusion of their last period of overtime even if it continues after 0500. This arrangement will also apply when overtime is worked on a Sunday, a Public Holiday or an RDO prior to a rostered workday.
- c) If, on the instructions of City Parklands, an employee resumes or continues ordinary work without having had nine (9) consecutive hours off duty the employee shall be paid double rates until released from duty and shall then be entitled to be absent until nine (9) consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.

# **6. PART 6: LEAVE AND PUBLIC HOLIDAYS**

## **6.1 Annual Leave**

- a) A full-time employee shall be entitled to four (4) weeks annual leave, due at the conclusion of each year of employment. All leave shall be exclusive of Public Holidays. This clause does not apply to Casual Employees.
- b) Annual Leave shall be taken after reasonable notice has been given:
  - i. By the employee, or
  - ii. By City Parklands in the circumstance where the employee has an accrued balance of leave in excess of two years leave entitlement.
- c) Annual leave will be paid at the ordinary applicable hourly rate plus annual leave loading calculated at the rate of 17.5% of the ordinary applicable hourly rate.
- d) Annual leave is also available to be taken at half pay, with an Employee required to take it at a minimum of one (1) week full pay equivalent, being two weeks off at half pay.
- e) Cashing out of Annual Leave is available under the following conditions:
  - i. City Parklands and the Employee must have reached mutual agreement in writing for each request to cash out any part of the Employee's Annual Leave.

- ii. By cashing out of any part of the Employee's Annual Leave the remaining entitlement is not less than the equivalent of four (4) weeks entitlement.
- iii. City Parklands must pay the employee at least the full amount that would have been payable to the employee had the employee taken annual leave that has been forgone.

## 6.2 Personal / Carer's Leave

- a) Full-time employees shall become entitled to 10 days personal / carer's leave for each completed year of employment and is cumulative. This clause does not apply to Casual Employees.
- b) Employees may use any of their entitlement and be paid for personal illness or injury and to care for a member of their immediate family or household who is ill or injured, or to care for or support a person who has experienced domestic violence.
- c) Employees should promptly notify their immediate supervisor of the nature of their absence and the approximate duration.
- d) If an employee takes leave to care for or support a person who has experienced domestic violence, the employee must, if required by City Parklands and in accordance with the Act, provide a statutory declaration evidencing that the leave is necessary, or
  - i. notice of the intention to take carer's leave; and
  - ii. the name of the person requiring care and the person's relationship to the employee; and
  - iii. the reason for taking the leave; and
  - iv. the period the employee estimates the employee will be absent.
- e) If the absence is to exceed three consecutive rostered attendances, the employee must provide sufficient evidence of the illness that would satisfy a reasonable person or other evidence to the satisfaction of City Parklands. Such evidence should state that the employee is ill, injured or is required to provide care and/or support to an immediate family member. Documentary evidence such as medical certificates and statutory declarations are examples of forms of documentary evidence.
- f) Employees falling ill while on annual leave can, on the production of documentary evidence or other evidence to the satisfaction of City Parklands, convert that proportion of their annual leave to their personal leave entitlement where the claim is for a minimum of 5 consecutive working days incapacity.
- g) Where an employee has a proven record of recurring absences on personal leave, City Parklands 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 personal / carer's leave taken for a period of six months thereafter. Examples of a proven record of recurring absences could include a 6 or more single day absence in a 6 to 9 month period, repeated one or two day absences attached to weekends or non-work days, etc.
- h) Where an employee has a personal leave absence during a period of notice prior to termination, or either before or after another leave period, City Parklands at their discretion may request a medical certificate for a single absence.

## 6.3 Bereavement and Compassionate Leave

- a) Full-time employees shall, on the death of a member of their immediate family or household or when a member of the employee's immediate family or household contracts or develops a personal illness that poses a serious threat to the person's life or sustains a personal injury that poses a serious threat to the person's life, be entitled to four (4) days paid bereavement leave up to and including the day of the funeral of such person.
- b) City Parklands may request reasonable supporting evidence when such leave is requested.
- c) An employee may be granted additional bereavement leave without pay as determined by the CEO. This includes extra time to travel and from the funeral or ceremony for the death.

## 6.4 Long Service Leave

Long Service Leave is contained within the QES – Division 9 and the Award.

- a) Employees are entitled to 13 weeks Long Service Leave on completion of 10 years continuous service, and a further amount calculated at the rate of 1.3 weeks for each additional year of continuous service.

- b) Long service leave is also available to be taken at half pay. A minimum period of two (2) weeks must be taken for long service leave to be paid at half pay. For example, two (2) weeks long service leave is equal to four (4) weeks leave on the equivalent of two weeks' pay.
- c) An employee who has completed at least 7 years continuous service is entitled to access proportionate long service leave while employed.
- d) An Employee who has completed at least 7 years but less than 10 years continuous service is entitled to proportionate payment for long service leave on the termination of the Employee's service subject to the conditions contained in the QES. An Employee who is terminated for disciplinary reasons shall not be entitled to payout of long services leave entitlements prior to 10 years of continuous service.

## 6.5 Parental Leave

Employee's entitlement to Parental leave is contained within the QES – Division 8 and the Award.

### 6.5.1 Unpaid Parental Leave

- a) Employees entitlement to take unpaid parental leave is contained within the QES – Division 8, but for clarity as a minimum includes:
  - i. A total of eight (8) weeks unpaid short birth-related leave; or
  - ii. An unbroken period of up to 52 weeks unpaid long birth-related leave as defined in the Act.

### 6.5.2 Paid Parental Leave

- a) Employees are eligible to access Paid Parental Leave at the ordinary hourly rate in accordance with this clause. Paid Parental Leave meaning Adoption Leave or Birth-related Leave.
- b) An Employee (excluding casuals) with a minimum of twelve (12) months continuous service are entitled to Paid Parental Leave of up to 14 weeks.
- c) Paid Parental Leave may be taken at either full or half pay. For example, 14 weeks full time leave may be taken as 28 weeks at half pay.
- d) The period of Paid Parental Leave is exclusive of any public holidays.
- e) The period of Paid Parental Leave forms part of the Unpaid Parental Leave entitlement available under clause 6.5.1 a).
- f) Paid Parental Leave is to typically commence from the time of birth or placement of the child but can be taken as early as six (6) weeks before the estimated due date of the birth or placement of the child.

### 6.5.3 Paid Partner Leave

- a) An Employee (excluding casuals) with a minimum of twelve (12) months continuous service, who is not providing primary care, is entitled to two (2) weeks Paid Partner Leave at the time of the birth or placement of their child.
- b) The period of Paid Partner Leave forms part of the Unpaid Parental Leave entitlement available under clause 6.5.1 a).

### 6.5.4 Evidence and Notice

- a) Paid Parental Leave and Paid Partner Leave is subject to the production of satisfactory evidence.
- b) An Employee shall apply in writing of their intention to take leave outlined in clause 6.5.1, 6.5.2 and 6.5.3, at least 10 weeks prior to the commencement of the leave.

## 6.6 Domestic and Family Violence Leave

Employees are entitled to domestic and family violence leave subject to and in accordance with the QES - Division 7.

- a) An employee, other than a casual employee, is entitled to 20 days of domestic and family violence leave on full pay in a year if:
  - i. the employee has experienced domestic violence; and
  - ii. the employee needs to take domestic and family violence leave as a result of the domestic violence.

- b) A casual employee is entitled to paid domestic and family violence leave for rostered work already advised or realised which falls within the requested leave period.
- c) An employee's entitlement to domestic and family violence leave is conditional on the employee giving City Parklands notice of:
  - i. the employee's absence from work; and
  - ii. if it is possible to notify City Parklands before the leave is taken - the approximate period the employee will be absent.
- d) Paid leave is at the employee's base rate of pay, i.e. without penalties.
- e) The employee must give City Parklands notice under clause 6.6(c):
  - i. before or on the day the employee is to take the leave; or
  - ii. if it is not possible to notify City Parklands before the leave is taken—during the leave or as soon as possible after the leave ends.
- f) An employee may use Carer's leave to care for or support a person who has experienced domestic violence. Details for this are included in clause 6.2.
- g) City Parklands may ask an employee provide evidence that the employee has experienced domestic violence and needs to take leave as a result.
  - i. The employee must comply with the request.
  - ii. Without limiting clause 6.6 (g), the employee may comply with the request by giving City Parklands:
    - iii. evidence from the police; or
    - iv. evidence of a legal proceeding or a court report; or
    - v. evidence from a doctor or other health practitioner; or
    - vi. a report from a counsellor; or
    - vii. written advice or a statutory declaration from the employee.
- h) Evidence received under clause 6.6(g) must not be disclosed by City Parklands to someone else unless the disclosure is required or permitted under an Act.

## 6.7 Public Holidays

Public holidays are provided for in the QES - Division 10. Clauses 6.7.1 to 6.7.5 supplement the QES provisions.

### 6.7.1 Payment for Public Holidays and for Work on a Public Holiday

- a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who:
  - i. is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday.
  - ii. is required to work on the public holiday shall, in addition to the payment prescribed in clause 6.7.1 (a) (i) be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- b) An employee (including a casual employee) who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clause 5.3.
- c) An employee (including a casual employee) who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- d) The minimum payment provided in clauses 6.7.1 (a) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.

### **6.7.2 Equivalent Time Off**

Subject to clause 6.7.1, an employee who performs work on any public holiday, or any day appointed under the *Holidays Act 1983* to be kept in place of any such holiday, shall at the employee's option receive time off equivalent to the number of hours worked, with a minimum of 4 hours in lieu of monetary compensation.

### **6.7.3 Substitution**

- a) Subject to statutory limitations (such as the time work may not be performed on Anzac Day) where there is agreement between City Parklands and an employee or employees, another ordinary working day may be substituted for a public holiday.
- b) Where an employee is subsequently required to work on the substituted day they shall be paid at the rate prescribed in clause 6.7.1.

### **6.7.4 Employees who do not Ordinarily work Monday to Friday of each Week**

- a) An employee (other than a casual employee) who does not ordinarily work Monday to Friday of each week is entitled to public holidays as follows:
  - i. either payment for each public holiday or a substituted day's leave.
  - ii. where a public holiday would have fallen on a Saturday or a Sunday (e.g. Australia Day) but is substituted for another day, an employee who would ordinarily have worked on such Saturday or Sunday but who is not rostered to work on such day is entitled to payment for the public holiday or a substituted day's leave.
- b) For the purpose of clause 6.7.4(a), payment for each public holiday will be paid at the ordinary hourly rate.
- c) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day, an employee required to work on Christmas Day (i.e. 25 December) is to be paid at the rate of double time.
- d) Nothing in clause 6.7.4 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

### **6.7.5 Rostered Day Off on a Public Holiday**

- a) An employee (other than a casual employee) whose rostered day off falls on a public holiday shall be granted a day's holiday in lieu at a time to be mutually arranged between City Parklands and the employee concerned, including by taking it in conjunction with annual leave.
- b) For the purpose of clause 6.7.5 (a), an additional day's wage will be paid at the ordinary hourly rate.
- c) Nothing in clause 6.7.5 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

## **6.8 Jury Service**

- a) A full-time and part-time employee required to attend for jury service during ordinary working hours shall be reimbursed by City Parklands 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.
- b) An employee shall notify City Parklands as soon possible of the date upon which the employee is required to attend for jury service.

## **6.9 Natural disaster / Extreme Weather Leave**

- a) Where a natural disaster or extreme weather event has occurred and is declared either by a Declaration of Disaster Situation or at the sole discretion of the CEO or their delegate, Natural Disaster / Extreme Weather Leave of up to five (5) days special paid leave per year may be available to Employees under the following conditions:
  - i. Where an Employee is unable to safely attend for their scheduled duty to their usual or an alternative City Parklands site, or work from home, due to circumstances caused by natural or civil disasters, extreme weather
  - ii. The Employee has advised as soon as reasonably practicable, their direct manager of the circumstances.
- b) The leave is not applicable where an employee chooses to undertake volunteer disaster relief work during a civil or natural disaster.

- c) Employees seeking to access Natural disaster / Extreme Weather Leave will be required to provide reasonable evidence to their direct manager that explains the reasons why they are seeking to access this leave.

## 7. PART 7: MISCELLANEOUS PROVISIONS

### 7.1 Protective Clothing

- a) City Parklands shall supply suitable, form fitting safety clothing / uniforms and footwear to employees where necessary free of charge.
- b) When boots and other footwear are supplied by City Parklands, they shall be replaced as required by fair wear and tear. City Parklands supplied footwear and clothing shall not be worn outside City Parklands' 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.
- c) Suitable personal protective equipment including but not limited to gloves, safety glasses, face protection and sunscreen shall be supplied by City Parklands for employees where necessary.
- d) City Parklands shall supply hats, where necessary to employees usually working in areas of exposed sunlight at City Parklands' direction.

### 7.2 Use of Contractors

- a) City Parklands seeks to ensure a best practice work environment for its employees and those of its service providers.
- b) Services such as security and cleaning, are essential to the good management of the parklands, and where these services are contracted City Parklands expects contractors to recognise and commit to principles of corporate responsibility.
- c) 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.
- d) The following Principles shall apply:

#### **City Parklands are expected to:**

Support 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. City Parklands' focus will be on pursuing performance improvement strategies for its employees;

- 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;
- Support the fair and equitable treatment of employees;
- Support safe work places and practices;
- Encourage contractors to deliver appropriate quality services in a productive and innovative manner;
- Support the existence of practical mechanisms for the voluntary settlement of disputes;
- Support a fair labour market, pay and conditions for employees; and
- Expect its contractors to comply with all their legal responsibilities and contracted obligations as Employers and corporate citizens.

#### **Contractors providing services to the City Parklands 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
- Ensure that subcontractors also meet the principles set down in this clause.

## 8. PART 8: COMPLIANCE AND UNION RELATED MATTERS

### 8.1 Equal Employment Opportunity

- a) The parties recognise the importance of maintaining diversity in the workplace, equal remuneration for work of equal value and ensuring that existing practices, that encourage equality of employment and development opportunities, continue and are promoted, during the life of this Agreement. This will include:
  - i. Reviewing position descriptions, prior to advertisement, to ensure non-bias/gender neutral language.
  - ii. Inclusion of statements during recruitment that City Parklands is an equal opportunity employer.
  - iii. Ensuring selection of applicants for vacant positions is conducted in accordance with the law.
  - iv. Giving appropriate and meaningful consideration of workplace flexibility or adjustment requests.
  - v. Ensuring approval of development opportunities is managed in a fair and equitable manner, irrespective of gender or any other identified attribute under the Anti-Discrimination Act 1991.
- b) City Parklands is committed to equal remuneration for work of equal or comparable value.

### 8.2 Employee Relations

#### 8.2.1 Joint Consultative Committee (JCC)

- a) The membership of the JCC shall consist of management, Unions and Union Delegates. Membership will be reviewed on an annual basis and will be based on mutual agreement.
- b) The parties recognize the mutual benefits achieved for both City Parklands and Employees through positive employee relations and attendance at JCC Meetings.
- c) Meetings are to be held on a quarterly basis, or as otherwise agreed, and be used to facilitate consultation on a broad range of issues, including but not limited to:
  - Monitoring the implementation of this Agreement
  - Advising on matters relating to improving the efficiency, productivity and competitiveness of the enterprise
  - Contractors
  - Insourcing
  - Labour hire
  - Workload management
  - Organisational change and restructuring
  - Training
  - Work/life balance

#### 8.2.2 Union encouragement

- a) The parties recognise 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.
- b) An application for union membership and information on the relevant union/s will be provided to all employees at the point of engagement.
- c) Information on the relevant union/s will be included in induction materials.
- d) Union representative/s will be provided with the opportunity to discuss union membership with new employees.

#### 8.2.3 Union Delegates

Union delegates have a role to play within a workplace. The existence of accredited union delegates is encouraged. City Parklands shall not unnecessarily hinder accredited union delegates in the reasonable and responsible performance of their duties.

#### 8.2.4 Industrial relations education leave

Employee's entitlement to take industrial relations education leave is contained within the relevant Award. Should a request be received by the Company for attendance of employees to exceed the maximum number contained in the Award, this may be approved by the CEO or their delegate and will not be unreasonably declined.

## 8.2.5 Right of entry

- a) Authorised industrial officer
  - i. An 'authorised industrial officer' is any union official holding a current authority issued by the Industrial Registrar.
  - ii. Right of entry is limited to workplaces where the work performed falls within the registered coverage of the union.
- b) Entry procedure
  - i. An authorised industrial officer may enter a workplace at which City Parklands carries on a calling of the officer's organisation, during City Parklands business hours, to exercise a power under Chapter 9, Part 1, Division 5, Subdivision 2 of the Act as long as the authorised industrial officer:
    - a. Has notified City Parklands or City Parklands representative of the officer's presence; and
    - b. Produces their authorisation, if required by City Parklands or City Parklands representative.
  - ii. Clause 8.2.5 (b)(i) does not apply if, on entering the workplace, the officer discovers that neither City Parklands nor City Parklands's representative having charge of the workplace is present.
  - iii. A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
  - iv. If the authorised industrial officer does not comply with a condition of clause 8.2.5 (b)(i) the authorised industrial officer may be treated as a trespasser.
- c) Inspection of records
  - i. An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 339 of the Act.
  - ii. An authorised industrial officer is entitled to inspect such time and wages records of any current employee except if the employee:
    - a. Is ineligible to become a member of the authorised industrial officer's union; or
    - b. Has made a written request to City Parklands that they do not want their record inspected.
  - iii. The authorised industrial officer may make a copy of the record but cannot require any help from City Parklands.
  - iv. A person must not, by threats or intimidation, persuade or attempt to persuade an employee or prospective employee to make, or refuse to make, a written request to City Parklands or prospective employer that the record not be available for inspection by an authorised industrial officer.
- d) Discussions with employees

An authorised industrial officer is entitled to discuss with City Parklands, or a member or employee eligible to become a member of the union:

  - i. Matters under the Act during working or non-working time; and
  - ii. Any other matter with a member or employee eligible to become a member of the union, during non-working time.
- e) Conduct
  - i. City Parklands must not obstruct the authorised industrial officer exercising their right of entry powers.
  - ii. An authorised industrial officer must not wilfully obstruct City Parklands, or an employee during the employee's working time.

*Note: Clause 8.2.5 - Right of entry, deals with comparable provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to Chapter 9, Part 1, Division 5 of the Act as amended from time to time.*

## 9. PART 9: SIGNATORIES

Signed for and on behalf of:

City Parklands Services Pty Ltd

Signature: Sean Madigan Date: 31/03/2025

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Name: Sean Madigan

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Position: Chief Executive Officer

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In the Presence of:

Signature: Lucy Skelton Date: 31/03/2025

---

Name: Lucy Skelton

---

Position: Chief People & Safety Officer

---

*Signed for and on behalf of:*

The Construction, Forestry, Maritime Employees Union, Queensland

Signature: PAUL DUNBAR Date: 25.03.2025

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Name: PAUL DUNBAR

---

Position: IR CO ORDINATOR

---

*In the Presence of:*

Signature: EMMA EAVES Date: 25.03.2025

---

Name: EMMA EAVES

---

Position: IR ADMIN

---

*Signed for and on behalf of:*

Plumbers & Gasfitters Employees' Union Queensland, Union of Employees

Signature: Gary O'Halloran Date: 07/03/2025

---

Name: Gary O'Halloran

---

Position: State Secretary

---

*In the Presence of:*

Signature: Shari Charrington Date: 07/03/2025

---

Name: Shari Charrington

---

Position: Administration Director

---

*Signed for and on behalf of:*

Queensland Services, Industrial Union of Employees

Signature: NEIL HENDERSON Date: 3/3/25

---

Name: NEIL HENDERSON

---

Position: SECRETARY

---

*In the Presence of:*

Signature: TOM RIVERS Date: 3/3/25

---

Name: TOM RIVERS

---

Position: LEAD ORGANISER

---

*Signed for and on behalf of:*

The Australian Workers' Union of Employees, Queensland

Signature: Stacey Schinnerl Date: 28<sup>TH</sup> February 2025

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Name: Stacey Schinnerl

---

Position: Secretary

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*In the Presence of:*

Signature: Melinda Chisholm Date: 28<sup>th</sup> February 2025

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Name: Melinda Chisholm

---

Position: JP Qual 111924

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*Signed for and on behalf of:*

The Electrical Trades Union of Employees Queensland

Signature: Chris Lynon Date: 21-3-25

---

Name: Chris Lynon

---

Position: Assistant Secretary

---

*In the Presence of:*

Signature: Scott Reichman Date: 21-3-25

---

Name: Scott Reichman

---

Position: DEPUTY SECRETARY

---

*Signed for and on behalf of:*

United Workers' Union - Industrial Union of Employees, Queensland

Signature: GARY BULLOCK Date: 30-01-2025  
Name: GARY BULLOCK  
Position: State Secretary

*In the Presence of:*

Signature: MELANIE LITTLE Date: 30-01-2025  
Name: MELANIE LITTLE  
Position: Coordinator

# SCHEUDLE 1: GENERIC CLASSIFICATION DESCRIPTORS

## City Parklands (CP) 1

Not presently in use.

## City Parklands (CP) 2

A **CP 2 employee** shall mean an employee appointed as a trainee in any of the position descriptions in classification CP 3 who does not possess the statutory qualification or experience to presume competency at that classification.

An employee at this classification performs basic routine duties essentially of a manual nature and to their level of training. Persons at this classification exercise minimal judgment and work under direct supervision whilst undergoing structured training to meet the skills requirements for CP 3 positions.

CP 2A	Entry level
CP 2B	On completion of half of the structured training

## City Parklands (CP) 3

A **CP 3 employee** shall mean an employee appointed as such, who is specifically trained to perform tasks within the position descriptions/roles assigned to this classification.

An employee at this classification performs work above and beyond the skills of an employee at classification CP 2 and to the level of their training. Such an employee:

- works under routine to limited supervision either individually or in a team environment;
- is responsible for the quality of their own work, subject to routine to limited supervision;
- exercises discretion within their level of skills and training, and may assist in the provision of on the job training;
- may work from more detailed instructions and procedures;
- is responsible for assuring the quality of their own work.

Indicative positions in this classification are:

- Administrative Assistant
- Events Assistant
- Venue Coordinator

CP 3A	Employees at this level may include the initial recruit who may have limited relevant experience. Work is likely to be performed under close direction and may be subject to checking at all stages.
CP 3B	Work is likely to be performed under routine supervision with intermittent checking.  Employees may be required to give assistance to less experienced employees in the same and lower classifications.
CP 3C	At this level employees have had sufficient experience and/or training to enable them to carry out their assigned duties under limited supervision.  Employees are responsible and accountable for their own work, with checking related to overall progress. In some situations general instructions may be necessary.  Employees may be required to provide guidance and support to other employees.  Operational roles do not require a trade certificate through the completion of an AQF Level III Apprenticeship.

## City Parklands (CP) 4

A **CP 4 employee** 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 tasks within the scope of position descriptions/roles assigned to this classification.

An employee at this classification performs work above and beyond the skills of an employee at classification CP 3 and to the level of their training. Such an employee:

- exercises a degree of discretion and judgement and makes decisions within the scope of this grade;
- co-ordinates work in a team environment or works individually under general supervision;
- works from more complex instructions and procedures;
- assists in the provision of on the job training;
- performs non-trade tasks incidental to their work;
- is responsible for assuring the quality of their own work.

An employee at this classification may hold a trade or professional qualification and is able to exercise the skills and knowledge of that qualification. In the absence of formal qualifications, and in non-trade areas, relevant experience may be sufficient to enable a person to be classified at this classification level.

CP 4A	<p>Employees at this level have achieved a standard for them to be able to perform a range of general and allocated duties or features of the work.</p> <p>Work is likely to be without supervision with general guidance on progress and outcomes sought and involves the application of a broad range of knowledge and skills. Initiative, discretion and judgement are required in carrying out assigned duties.</p> <p>Employees may be required to assist and/or provide guidance to other employees.</p> <p>Operational roles do not require a trade certificate through the completion of an AQF Level III Apprenticeship.</p> <p>An indicative positions in this classification is an Administrator</p>
CP 4B	<p>Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work.</p> <p>Work is likely to be without supervision with general guidance on progress and outcomes sought, and involves the application of knowledge with depth in some areas and a broad range of skills. Initiative, discretion and judgement are required in carrying out assigned duties.</p> <p>Such employees may be required to give assistance and/or guidance to employees at the same or at a lower classification.</p> <p>Operational roles may require a trade certificate through the completion of an AQF Level III Apprenticeship.</p> <p>Indicative positions in this classification include:</p> <ul style="list-style-type: none"> <li>• Administrator</li> <li>• Horticultural Officer</li> <li>• Irrigation Officer</li> <li>• Maintenance Officer</li> <li>• Water Services / Treatment Officer</li> <li>• Carpenter</li> <li>• Venue Coordinator</li> </ul>
CP 4C	<p>Employees at this level will have achieved a level of knowledge sufficient for them to give independent advice and/or information in relation to specific areas of their responsibility.</p> <p>They exercise initiative, discretion and judgement regularly in the performance of their duties.</p>

## City Parklands (CP) 5

A **CP 5 employee** shall mean an employee appointed as such who has completed appropriate, accredited, training or who has acquired equivalent competency so as to enable the employee to perform work within the scope of this classification **or** an employee who has completed an appropriate level course in a skill stream of the type covered by this classification and is able to exercise the skills and knowledge required of an employee at this classification level.

Indicative skills include the following:

- understands and applies quality control techniques;
- exercises good interpersonal and communication skills;
- exercises discretion and judgment and makes decisions within the scope of this grade;
- performs work under limited management supervision either individually or in a team environment;
- may supervise the work of others;
- able to inspect products and/or materials for conformity with established operation service standards.
- Allocation of roles to levels within this classification will be based on an assessment of the following factors:
  - The nature and scope of the work and associated complexities and challenges
  - The levels of responsibility and accountability, including the size of team and responsibility for other roles
  - The level of autonomy and guidance / supervision

CP 5A	<p>Indicative duties and skills for this level are:</p> <ul style="list-style-type: none"> <li>• independent operator providing specialist support across a wide range of areas for a department</li> <li>• provide specialised knowledge and advice either individually or to a small to medium work area of the team</li> <li>• lead, supervise and support a team on a day to day basis</li> <li>• support the planning, allocation and monitoring of work requirements of an allocated group within a team</li> <li>• responsibility includes coordination of workflow processes, responsibility for the quality of output.</li> </ul> <p>Indicative positions in this classification include:</p> <ul style="list-style-type: none"> <li>• Administration Officer (Events)</li> <li>• Operations Administration Officer</li> <li>• Senior Horticulturalist (RSP)</li> <li>• Senior Water Treatment Officer</li> <li>• Event Coordinator</li> </ul>
CP 5B	<p>Indicative duties and skills for this level are:</p> <ul style="list-style-type: none"> <li>• accountable for a functional area in the organisation</li> <li>• provide specialised knowledge and advice either individually or to a medium to large sized work group / team</li> <li>• lead, supervise and support a team on a day to day basis</li> <li>• financial delegation to procure and engage contractors</li> <li>• support the planning, and responsible for the allocation, monitoring and administration of work requirements on a day to day basis</li> <li>• responsibility includes coordination of workflow processes, responsibility for the quality of output.</li> </ul> <p>Indicative positions include:</p> <ul style="list-style-type: none"> <li>• Corporate Reporting Officer</li> <li>• Payroll Officer</li> <li>• Personal Assistant / Administration Coordinator</li> <li>• Procurement Officer</li> <li>• Senior Horticultural Officer (SBP)</li> <li>• Senior Maintenance Officer</li> <li>• Senior Water and Electrical Officer (RSP)</li> </ul>
CP 5C	<p>Indicative duties and skills for this level are:</p> <ul style="list-style-type: none"> <li>• solely accountable for more than one functional area in the organisation</li> <li>• provide specialised knowledge and advice either individually or to a larger and more complex work group / team</li> <li>• lead, supervise and support a team on a day to day basis</li> <li>• financial delegation to procure and engage contractors</li> <li>• support the planning, and responsible for the allocation, monitoring and administration of work requirements on a day to day basis</li> <li>• responsibility includes coordination of workflow processes, responsibility for the quality of output.</li> <li>• Operational roles associated with more complex work requirements and roles requiring a trade certificate through the completion of an AQF Level III Apprenticeship and/or registration.</li> </ul> <p>Indicative positions include:</p> <ul style="list-style-type: none"> <li>• Assistant Supervisor Horticulture Team (RSP)</li> <li>• Senior Electrician</li> <li>• Senior Water Services Officer</li> <li>• Marketing &amp; Communications Specialist</li> </ul>

## City Parklands (CP) 6

A **CP 6 employee** shall be graded at this classification where the principal characteristics of their employment, as determined by City Parklands, are identified as follows:

- 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.
- exercise initiative, discretion and judgement regularly in the performance of their duties. They are able to train employees in lower classifications by personal instruction and demonstration.
- whilst not a pre-requisite, a feature of this classification is responsibility for supervision of employees in lower levels in terms of co-ordinating workflow, checking progress and resolving problems.
- judgement is required in planning and selecting appropriate equipment, services, techniques and work organisation for self and others.
- Indicative typical duties and skills in this classification may include:
- prepares reports of a technical nature on specific tasks or assignments;
- 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;
- assists in the provision of on-the-job training;
- responsibility for the preparation of financial/tax schedules; calculation of costings and/or wage requirements; completion of personnel/payroll data for authorisation;
- reconciliation of accounts to balance;
- advise on/provide information on a number of work related topics such as legal or regulatory issues.

Allocation of roles to levels within this classification will be based on an assessment of the following factors:

- The nature and scope of the work and associated complexities and challenges
- The levels of responsibility and accountability, including the size of team and responsibility for other roles
- The level of autonomy and supervision.

CP 6A	<p>Indicative duties and skills for this level are:</p> <ul style="list-style-type: none"> <li>• planning, directing, coordinating or financial control within budgets, material and workforce limitations established by management and the implementation of organisational policies</li> <li>• provide specialist knowledge and advice</li> <li>• lead and manage small teams / functions to achieve the delivery of specified outcomes</li> <li>• accountable for the planning, allocation and monitoring of work requirements</li> <li>• managerial responsibility includes coordination of workflow processes, responsibility for the quality of output, and input to local strategic plans.</li> </ul>
CP 6B	<p>Indicative duties and skills for this level are:</p> <ul style="list-style-type: none"> <li>• detailed planning, directing, coordinating or financial control within budgets, material and workforce limitations established by management and the implementation of organisational policies</li> <li>• provide specialist knowledge and advice</li> <li>• lead and manage medium sized or multi-functional teams / functions to achieve the delivery of specified outcomes</li> <li>• accountable for the planning, allocation and monitoring of work requirements managerial responsibility includes coordination of workflow processes, responsibility for the quality of output, and input to local strategic plans.</li> </ul> <p>Indicative positions include:</p> <ul style="list-style-type: none"> <li>• Horticulture Supervisor</li> <li>• Maintenance Supervisor</li> </ul>
CP 6C	<p>Indicative duties and skills for this level are:</p> <ul style="list-style-type: none"> <li>• detailed planning, directing, coordinating or financial control within budgets, material and workforce limitations established by management and the implementation of organisational policies</li> <li>• provide highly specialised knowledge and advice</li> <li>• lead and manage larger and more complex teams / functions to achieve the delivery of specified outcomes</li> <li>• accountable for the planning, allocation and monitoring of work requirements</li> <li>• managerial responsibility includes coordination of workflow processes, responsibility for the quality of output, and input to local strategic plans.</li> </ul> <p>Indicative positions include:</p> <ul style="list-style-type: none"> <li>• Electrical Supervisor</li> <li>• Facilities and Contracts Coordinator</li> <li>• Records and Information Management Coordinator</li> <li>• Special Projects Officer</li> <li>• Water Services Supervisor</li> <li>• Marketing &amp; Communications Manager</li> </ul>

## City Parklands (CP) 7

A **CP 7 employee** shall be graded at this classification where the principle characteristics of their employment, as determined by City Parklands, are identified as follows:

- employees are subject to broad guidance or direction and would report to more senior staff as required.
- 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.
- 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; scheduling workloads, resolving operations problems, monitoring the quality of work produced, counselling staff for performance as well as work related matters.
- they would also be able to train and to supervise employees in lower classifications 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 classification may include:

- apply detailed knowledge of the organisation's objectives, performance, projected areas of growth, trends and

general industry conditions for the purposes of assisting in developing policy or new services to meet changing needs or other circumstances;

- operate and be responsible for complex and diverse financial and payroll systems;
- manage, coordinate and control key functional activities such as procurement, asset management, project management, etc.
- application of computer software packages including evaluating and determining optimum software solutions or the integration of complex word processing/data/graphics text;
- preparation of internal reports for management in any or all of the following areas:
  - accounts/financial
  - staffing
  - legislative requirements
- other significant company activities/operations.
- finalisation of quotations or costings by applying a detailed knowledge of variable inputs, margins, market conditions, supply and delivery arrangements.

Allocation of roles to levels within this classification will be based on an assessment of the following factors:

- The nature and scope of the work and associated complexities and challenges
- The levels of responsibility and accountability, including the size of team and responsibility for other roles
- The level of autonomy and supervision.

CP 7A	<p>Indicative duties and skills for this level are:</p> <ul style="list-style-type: none"> <li>• may be solely accountable for the management of a work unit or functional area in the organisation</li> <li>• provide expert advice and knowledge</li> <li>• planning, coordination and delivery of major projects</li> <li>• accountable for the planning, allocation and management of work requirements</li> <li>• prioritising work, monitoring workflow and assist with the development of local strategic plans and policies</li> </ul> <p>Indicative positions include:</p> <ul style="list-style-type: none"> <li>• Projects Coordinator</li> <li>• Senior Safety Business Partner</li> </ul>
CP 7B	<p>Indicative duties and skills for this level are:</p> <ul style="list-style-type: none"> <li>• solely accountable for the management of a significant work unit / department or functional area in the organisation</li> <li>• provide expert advice and knowledge</li> <li>• accountable for the planning, allocation and management of work requirements</li> <li>• prioritising work, monitoring workflow and leading the development of local strategic plans and policies</li> </ul> <p>Indicative positions include:</p> <ul style="list-style-type: none"> <li>• Horticultural Curator</li> </ul>
CP 7C	<p>Indicative duties and skills for this level are:</p> <ul style="list-style-type: none"> <li>• work is performed under limited direction with a significant degree of accountability and discretion in decision making permitted within the boundaries of broad guidelines to achieve organisational goals</li> <li>• solely accountable for the management of a large or more complex work unit/s, department, function/s</li> <li>• provide expert advice and knowledge</li> <li>• accountable for the planning, allocation and management of work requirements</li> <li>• prioritising work, monitoring workflow and leading the development of local, and imputing into organisational, strategic plans and policies</li> </ul>

## SCHEDULE 2: WAGES SCHEDULE

Classification	Level	Effective from 1 July 2024 (38 hour week)			Effective from 1 July 2025 (36 hour week)			Effective from 1 July 2026 (36 hour week)		
		5%			4%			4%		
		Base Per hour	Base weekly	Base Annual	Per hour	Base Weekly	Annual	Per hour	Base Weekly	Annual
CP2	A	\$ 25.38	\$ 964.50	\$ 50,153.97	\$ 27.86	\$ 1,003.08	\$ 52,160.13	\$ 28.98	\$ 1,043.20	\$ 54,246.54
	B	\$ 27.00	\$ 1,026.15	\$ 53,359.92	\$ 29.64	\$ 1,067.20	\$ 55,494.32	\$ 30.83	\$ 1,109.89	\$ 57,714.09
CP3	A	\$ 29.05	\$ 1,103.89	\$ 57,402.19	\$ 31.89	\$ 1,148.04	\$ 59,698.28	\$ 33.17	\$ 1,193.97	\$ 62,086.21
	B	\$ 30.92	\$ 1,174.92	\$ 61,095.98	\$ 33.94	\$ 1,221.92	\$ 63,539.82	\$ 35.30	\$ 1,270.80	\$ 66,081.41
	C	\$ 33.49	\$ 1,272.76	\$ 66,183.67	\$ 36.77	\$ 1,323.67	\$ 68,831.02	\$ 38.24	\$ 1,376.62	\$ 71,584.26
CP4	A	\$ 34.52	\$ 1,311.63	\$ 68,204.81	\$ 37.89	\$ 1,364.10	\$ 70,933.00	\$ 39.41	\$ 1,418.66	\$ 73,770.32
	B	\$ 35.57	\$ 1,351.84	\$ 70,295.64	\$ 39.05	\$ 1,405.91	\$ 73,107.47	\$ 40.62	\$ 1,462.15	\$ 76,031.77
	C	\$ 37.83	\$ 1,437.62	\$ 74,756.08	\$ 41.53	\$ 1,495.12	\$ 77,746.33	\$ 43.19	\$ 1,554.93	\$ 80,856.18
CP5	A	\$ 39.88	\$ 1,515.35	\$ 78,798.35	\$ 43.78	\$ 1,575.97	\$ 81,950.29	\$ 45.53	\$ 1,639.01	\$ 85,228.30
	B	\$ 42.42	\$ 1,611.85	\$ 83,816.34	\$ 46.56	\$ 1,676.33	\$ 87,169.00	\$ 48.43	\$ 1,743.38	\$ 90,655.76
	C	\$ 45.13	\$ 1,715.05	\$ 89,182.81	\$ 49.55	\$ 1,783.66	\$ 92,750.12	\$ 51.53	\$ 1,855.00	\$ 96,460.13
CP6	A	\$ 46.83	\$ 1,779.39	\$ 92,528.14	\$ 51.40	\$ 1,850.56	\$ 96,229.27	\$ 53.46	\$ 1,924.59	\$ 100,078.44
	B	\$ 49.68	\$ 1,887.95	\$ 98,173.38	\$ 54.54	\$ 1,963.47	\$ 102,100.32	\$ 56.72	\$ 2,042.01	\$ 106,184.33
	C	\$ 52.86	\$ 2,008.57	\$ 104,445.87	\$ 58.03	\$ 2,088.92	\$ 108,623.71	\$ 60.35	\$ 2,172.47	\$ 112,968.66
CP7	A	\$ 59.03	\$ 2,243.12	\$ 116,642.38	\$ 64.80	\$ 2,332.85	\$ 121,308.07	\$ 67.39	\$ 2,426.16	\$ 126,160.40
	B	\$ 62.80	\$ 2,386.53	\$ 124,099.68	\$ 68.94	\$ 2,481.99	\$ 129,063.67	\$ 71.70	\$ 2,581.27	\$ 134,226.21
	C	\$ 66.79	\$ 2,537.98	\$ 131,975.14	\$ 73.32	\$ 2,639.50	\$ 137,254.15	\$ 76.25	\$ 2,745.08	\$ 142,744.31

Notes: The above figures are rounded to two decimal places.

## SCHEDULE 3: ALLOWANCES

The allowances in the below table are to be paid in accordance with the provisions set out in clause 4.7 & 5.3.3.

ALLOWANCE TYPE	AMOUNT
1. All Purpose (per week)	\$30
2. Broken Work (per day)	\$10.26
3. First-Aid (per day)	\$4.05
4. Tool	
a. Carpenter and/or Joiner (per day)	\$6.31
b. Plumber & Gasfitter (per day)	\$6.31
c. Electrical Tradesperson(per day)	\$5.21
d. Bricklayer (per day)	\$4.46
e. Licensed Drainer (per day)	\$1.49
f. Painter (per day)	\$1.49
g. Apprentice (per year)	\$300.00
5. Uniform Cleaning (per day)	\$0.69
6. Car Park (per day)	\$7
7. Overtime Meal (per event as per 5.3.3)	\$16.80
8. On Call – Additional Payment (per day)	
a. Monday to Friday	\$40.13
b. Saturday	\$60.18
c. Sunday or Public Holiday	\$80.25

Other than the 1. All Purpose (clause 4.7.1), 4. Tool (clause 4.7.5), 7. Overtime Meal (clause 5.3.3) and the 6. Car Park Allowance (clause 4.7.8), all other monetary allowances specified in clause 4.7 shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in the Agreement.

At the time of any adjustment to the wage rates in the Agreement the expense related allowances at clauses 5.3.3 and 4.7.5, respectively, shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted. The applicable index figure will be used as specified in the Award.

The 1. All Purpose (clause 4.7.1) and On Call Additional Payment (clause 5.4.1) shall be automatically adjusted in accordance with future dates and the relevant percentage increase in clause 4.2.

### “Market Adjustment Payment” (MAP)

Employees who as at the certification of this Agreement are receiving a MAP payment will continue to do so. A MAP is an amount paid in addition to the transitioned classification level pay rate of those employees so that the employee was not disadvantaged by moving to the City Parklands classification structure. The MAP shall be automatically adjusted in accordance with future dates and the relevant percentage increase in clause 4.2. The MAP is taken into consideration for leave loading and superannuation purposes, as well as for calculating overtime and penalty rates.

# SCHEDULE 4: REDUNDANCY

## 1 Redundancy pay

Where City Parkland's declares an employee's position redundant the employee shall be paid two weeks' pay for each completed year of service, capped at 52 week.

"Weeks' Pay" means the ordinary time rate of pay for the employee concerned.

The following are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

## 2 Consultation before termination

- a) Where the employer decides that the employer no longer wishes the job the employee/s has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee/s directly affected and, where relevant, their union or unions.
- b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 2(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employee/s concerned.
- c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employee/s concerned and, where relevant, their union or unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out.
- d) Notwithstanding the provision of clause 2(c), an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

## 3 Transfer to lower paid duties

- a) Where an employee is transferred to lower paid duties by reason of redundancy the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under the redundancy pay provisions of the Queensland Employment Standards in the Act.
- b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- c) The amounts must be worked out on the basis of:
  - i. the ordinary working hours to be worked by the employee;
  - ii. the amounts payable to the employee for the hours including, for example, allowances, loadings and penalties; and
  - iii. any other amounts payable under the employee's employment contract.

## 4 Employee leaving during notice

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

## 5 Job search entitlement

- a) An employee given notice of termination in circumstances of redundancy must be allowed up to one 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 day during the notice period for the purpose of seeking other employment the employee must, at the request of the employer, produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

c) Clause 5 in the schedule applies instead of clause 3.4.2 in cases of redundancy.

## **6 Transmission of business**

- a) Where a business is, whether before or after the date of commencement of this Agreement, transmitted from the employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
- i. the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - ii. 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.
- b) In clauses 6 and 7, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

## **7 Exemption where transmission of business**

The provisions of clause 1 of this Schedule are not applicable where a business is, before or after the date of commencement of this Agreement, transmitted from the employer (transmittor) to another employer (transmittee) in any of the following circumstances:

- a) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
- b) Where the employee rejects an offer of employment with the transmittee:
- i. In which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
  - ii. Which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

## **8 Alternative employment**

The employer, in a particular case, may make application to the commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

## **9 Employees exempted**

Schedule 4 shall not apply:

- a) Where employment is terminated as a consequence of misconduct on the part of the employee; or
- b) To employees engaged for a specific period or task/s; or
- c) To casual employees; or
- d) To employees with less than one year's continuous service in which case the general obligation on employers 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.

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