

UQ SPORT LTD ENTERPRISE AGREEMENT 2013

PART 1: APPLICATION

1. TITLE

This agreement shall be known as the UQ Sport Ltd. Enterprise Agreement 2013 (hereafter referred to as 'the Agreement').

2. ARRANGEMENT

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UQ SPORT LTD.

ENTERPRISE AGREEMENT 2013

3. INTRODUCTION

- 3.1. The Agreement Development Team ('ADT') is proud to present the fourth Certified Agreement for UQ Sport Ltd. ('UQSL'). This Agreement has been designed to:
- Reflect the aspirations of successive Certified Agreements between UQSL and its Employees to balance the goals and future direction of the organisation with the desire to provide a flexible workplace, balancing lifestyle and work; and
 - To acknowledge the desire to grow a strong and viable business while providing a fair and reasonable workplace for Employees.
- 3.2. This Agreement has been reached following extensive consultation with Employees over a period of months. Throughout, the ADT has been focused on:
- Respecting the views and opinions of all Employees;
 - Being available for staff and communicating regularly;
 - Being committed to reflecting the views of all staff objectively;
 - Communicating regularly with members of the team; and
 - Being open to new ideas and perspectives.
- 3.3. The major benefits of the Agreement include:
- Fair and competitive remuneration aimed at attracting and retaining quality Employees;
 - Reward and recognition for performance;
 - A range of flexible working and leave entitlements designed to complement staff recognition and accommodate a balanced lifestyle;
 - Consistency between work hours, remuneration and policies and procedures; and
 - Clear and understandable terms and conditions.
- 3.4. The ADT are pleased with the outcome and believe the principles that the Agreement conveys will provide the Employee with a challenging, enjoyable and rewarding work environment whilst ensuring that UQSL can remain at the forefront of the Sport and Recreation industry.

4. DEFINITIONS

UQSL or Employer	Means UQ Sport Ltd - ACN 135 587 183.
The Employee	or Means a person employed subject to this agreement on either a fulltime, part-time, casual, or fixed-term basis.
Employee	
The Act:	Refers to the <i>Fair Work Act 2009</i> (Cth), as amended from time to time.
Supervisor	The immediate person to whom the Employee report.
ADT	Refers to the Agreement Development Team.
Nominal Expiry Date	Means four years once approved by Fair Work Commission.
Ordinary Hours	Means the hours the Employee is contracted to work anytime Monday to Sunday up to a maximum of 10 hours in any one day. Full-time Employees are contracted to work 70 hours per fortnight. Part-time Employees are contracted to work up to but less than 70 hours per fortnight.
Scheduled Hours	Means the times the Employee are scheduled to work the Employee's ordinary hours.
Extra Hours	Means the hours the Employee are requested to work in excess of the Employee's scheduled hours.

Permanent Employee	Refers to all UQSL Employees engaged on a full-time or part-time basis.
Wage Price Index (WPI)	The WPI is a price index which measures changes over time in wages and salaries for Employee jobs, unaffected by changes in the quality or quantity of work performed. The annual Public Sector WPI is chosen to most accurately reflect the impact of market forces on salaries within UQSL's businesses' domain.
Consumer Price Index (CPI)	The Consumer Price Index (CPI) is regarded as Australia's key measure of inflation and is designed to provide a general measure of price inflation. The CPI All Groups number for Brisbane at 30 June is chosen to most accurately reflect the impact of price change upon the business and its staff.
% Staff Costs	Means total staff costs / (total costs less permanent non-cash items).
% Other Costs:	Means: (total non-staff costs less permanent non-cash items) / (total costs less permanent non-cash items).
Expense Ratio (Cash)	Means: (total expenses less permanent non-cash items) / total income.
Agreement	Means the UQ Sport Ltd Enterprise Agreement 2013.
FWC	Means Fair Work Commission.
Employee representative	Means a person nominated by the Employees who agrees to represent the Employee for the purpose of the prevention and settlement of grievances.
Bargaining representative	Means a person who an Employee requests represent them in a meeting and conferring with the Employer about the agreement.
NES	Means National Employment Standards.
AFP	Means Australian Fair Pay and Conditions Standards. AFP was the minimum employment standards under the WorkChoices system. The industrial relations system (Fair Work) now applied the NES.
Parties	means the Employer and Employees bound to this Agreement

5. APPLICATION AND PARTIES BOUND

- 5.1. This agreement shall apply within Queensland and shall be binding on:
 - a. UQSL.; and
 - b. all current and future Employees engaged during the life of this Agreement.
with subject to clause 5.5.
- 5.2. The Employer is committed to consult and negotiate collectively where necessary with all Employees and their bargaining representatives.
- 5.3. The terms and conditions of the Agreement shall be incorporated into the contract of employment of current and future Employees bound by this Agreement.
- 5.4. During the time that this Agreement is in force it will prevail over any Award of Fair Work Commission (FWC).
- 5.5. The following persons are not covered by this Agreement:
 - a. Those classes of Employees who, because of the nature or seniority of their role, have not traditionally been covered by awards including managerial Employees and professional

Employees such as accountants and finance, marketing, legal, human resources, public relations and information technology specialists, who are engaged on common law contracts of employment;

- b. Contractors, hobbyists and any other persons engaged to perform services for UQSL in a capacity other than as an Employee.

6. SCOPE OF THE AGREEMENT

This Agreement contains all the terms and conditions of employment for Employees covered by the Agreement and shall apply to all engaged Employees by UQSL.

7. DATE AND PERIOD OF OPERATION

- 7.1. This agreement shall operate seven days after the date of approval by FWC and shall remain in force for a period of four years from that date.
- 7.2. UQSL undertake to present to Employees a new draft agreement within 4 years and 6 months from the date that this Agreement is approved by Fair Work Commission. For example, if a notice of approval is provided by 31 October 2013, following consultation with Employees, a new agreement is to be presented to Employees for a vote by 31 April 2017

8. POSTING OF AGREEMENT AND THE NES

The Employee will be able to obtain a copy of this Agreement and the NES, and any variations to it, either on the HR portal on SharePoint, the company documents page of ConnX or from HR. Any supporting UQSL Policies will be also available on SharePoint and ConnX. All new Employees engaged by UQSL will also be given access to a copy of this Agreement and any variations to it.

9. NO EXTRA CLAIMS

- 9.1. The parties acknowledge that this Agreement settles all claims in relation to terms and conditions of employment that the Agreement applies and further the parties will not pursue any extra claims during the term of this Agreement.
- 9.2. This is subject to the Employer meeting its obligations to consult, it is not the intent of this provision to inhibit, limit or restrict the Employer's right or ability to introduce change at the workplace.

10. RELATIONSHIP TO AFP CONDITIONS STANDARDS AND NES

- 10.1. Entitlements regarding annual leave, personal/carer's leave, compassionate leave and parental leave are set out in the National Employment Standards (NES) in the *Act*.
- 10.2. Where this Agreement also has provisions regarding annual leave, personal leave/carer's leave and/or parental leave and the provisions in the NES set out in the *Act* are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise will apply.

11. APPLICATION OF AGREEMENT

- 11.1. The Agreement is divided up into Parts and Schedules. The Parts contain general conditions that apply to all Employees employed by UQSL. The Schedules detail classification structure and wages.
- 11.2. The Parts and Schedules will be read and interpreted wholly in conjunction with the general conditions of the agreement provided that where there is any inconsistency the relevant Schedule will take precedence to the extent of any inconsistency.

12. VARIATIONS TO AGREEMENT

- 12.1. Subject to Division 7, Subdivision A of the *Fair Work Act 2009* (Cth), this Agreement can be varied only as agreed by the parties.

A clause can be varied for the following reasons:

- a. after consultation with Employees, to address a matter of significant Employee concern;
 - b. to deal with the effect of legislative change;
 - c. to give effect to changes in national standards;
 - d. where the clause is no longer relevant or appropriate to UQSL's operational requirements; or
 - e. where the clause is inconsistent with the delivery of optimum productivity.
- 12.2. UQSL will receive and consider any proposal for variations due to significant Employee concern put forward by an Employee or a group of Employees.

13. FLEXIBILITY CLAUSE

- 13.1. An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - a. The agreement deals with one or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. leave loading; and
 - b. The arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph 13.1 a; and
 - c. The arrangement is genuinely agreed to by the Employer and Employee.
- 13.2. The Employer must ensure that the terms of the individual flexibility arrangement:
 - a. Are about permitted matters under section 172 of the *Act*; and
 - b. Are not unlawful terms under section 194 of the *Act*; and
 - c. Result in the Employee being better off overall than the Employee would be if no arrangement was made.

- 13.3. The Employer must ensure that the individual flexibility arrangement:
- a. Is in writing; and
 - b. Includes the name of the Employer and Employee; and
 - c. Is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - d. Includes details of:
 - i. The terms of the enterprise agreement that will be varied by the arrangement; and
 - ii. How the arrangement will vary the effect of the terms; and
 - iii. How the Employee will be better off overall in relation to the terms
 - iv. and conditions of her employment as a result of the arrangement; and
 - e. States the day on which the arrangement commences.
- 13.4. The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 13.5. The Employer or Employee may terminate the individual flexibility arrangement:
- a. By giving no more than 28 days written notice to the other party to the arrangement; or
 - b. If the Employer and Employee agree in writing at any time.

14. FAIR WORK INFORMATION STATEMENT

The Employer must give each Employee the Fair Work Information Statement before, or as soon as practicable after, the Employee commences employment.

15. JOB SECURITY

UQSL are committed to ensuring job security for Employees covered by this Agreement. However, the parties acknowledge that organisational changes may be necessary from time to time.

16. ORGANISATIONAL CHANGE AND CONSULTATION

- 16.1. This term applies if:
- a. UQSL has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - b. the change is likely to have a significant effect on Employees of UQSL.
- 16.2. In this term, a major change is likely to have a significant effect on Employees if it results in:
- a. the termination of the employment of Employees; or
 - b. major change to the composition, operation or size of UQSL's workforce or to the skills required of Employees; or
 - c. the elimination or reduction of job opportunities (including opportunities for promotion or tenure); or
 - d. the alteration of hours of work; or
 - e. the need to retrain Employees; or
 - f. the need to relocate Employees to another workplace; or
 - g. the restructuring of jobs.

- 16.3. UQSL will notify the relevant Employees of the decision to introduce the major change.
- 16.4. The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 16.5. If:
- a. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - b. the Employee or Employees advise UQSL of the identity of the representative;
- UQSL will recognise the representative.
- 16.6. As soon as practicable after making its decision, UQSL will:
- a. discuss with the relevant Employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the Employees; and
 - iii. measures being taken to avert or mitigate the adverse effect of the change on the Employees; and
 - b. for the purposes of the discussion — provide, in writing, to the relevant Employees:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the Employees; and
 - iii. any other matters likely to affect the Employees.
- 16.7. UQSL is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 16.8. UQSL will give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 16.9. In this term, 'relevant Employees' means the Employees who may be affected by the major change.

PART 2: DISPUTE RESOLUTION

17. DISPUTE SETTLEMENT PROCEDURE

- 17.1. In the event of a dispute in relation to a matter arising under this Agreement or the NES, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the parties concerned and the relevant supervisor or manager and, if such discussions do not resolve the dispute, further discussions between the parties concerned and more senior management level of UQSL will occur as appropriate.
- 17.2. A party to the dispute may appoint another person (support person), organisation or association to accompany or represent them in relation to the dispute at any time.
- 17.3. If the grievance is still unresolved, the matter shall be referred to the CEO of UQSL, however titled and a meeting arranged.
- 17.4. The above steps shall take place within seven days or such longer period as may be mutually agreed.
- 17.5. If a dispute in relation to a matter arising under the Agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to Fair Work Commission (FWC) for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 17.6. It is a term of this Agreement that while the dispute resolution procedure is being conducted work shall continue normally according to the custom or practice existing before the change or omission that gave rise to the grievance until either the grievance is resolved or, if referred to FWC, up to the first hearing and then subject to any direction of FWC. No party shall be prejudiced by the continuation of work. Health and safety matters are exempted from this clause.
- 17.7. Any dispute referred to FWC under this clause should be dealt with by a member agreed by the parties at the time or, in default of agreement, a member nominated by either the head of the relevant panel or the President.
- 17.8. The decision of FWC will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.
- 17.9. For the avoidance of doubt, Employee grievances are included in the matters to be dealt with in accordance with the dispute resolution procedure of the Agreement.

18. DISCIPLINARY PROCEDURE

- 18.1. Where disciplinary action may be necessary, the management representative shall notify the Employee of the issues in writing and the Employee will be given an opportunity to respond to these issues. In the event that the Employee's response is unsatisfactory, a first warning in writing may be issued. This warning will be recorded on the Employee's personnel file.

- 18.2. In the event that the problem continues, the Employee may again be notified in writing of the matter and a show cause response requested. If appropriate, a final written warning may be issued to the Employee and recorded on the Employee's personnel file.
- 18.3. In the event of the matter recurring or the matter is serious in nature, then the Employee may be dismissed with their employment being terminated after the matters have been investigated and a show cause sought from the Employee.
- 18.4. Summarily dismissal of an Employee may still occur for acts of 'serious misconduct' (as defined in the *Fair Work Regulations 2009* (Cth)). Where an allegation of 'serious misconduct' is proven and the Employer, having considered all the circumstances does not wish to terminate the Employee's employment, a written warning may be issued under paragraph 18.2 of this clause.
- 18.5. During all steps in the Disciplinary Procedure, the Employee has the right to representation of their choice as a support person who is able to attend all disciplinary meetings. The Employer may be represented by the representative of their choice.
- 18.6. Notwithstanding the above, nothing in this Agreement shall require an Employer to issue warnings as prescribed by 18.1, 18.2 and 18.3 during a qualifying period.

19. ANTI-DISCRIMINATION

- 19.1. It is the intention of the parties to this Agreement to achieve the principal object in section 351(1) of the *Act* through respecting and valuing the diversity of the workforce by helping to prevent and eliminate any and all discrimination.
- 19.2. Accordingly, in fulfilling their obligations under clause 17 - Dispute Settlement Procedure and clause 18 - Disciplinary Procedure the respondents must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

PART 3: DUTIES, CLASSIFICATION STRUCTURE, WAGES & EMPLOYMENT RELATIONSHIP

20. LIFESTYLE BALANCE

- 20.1. UQSL acknowledges and is committed to the importance of Employees maintaining a work and lifestyle balance. Accordingly, this Agreement contains the following provisions that allow Employees to organise their working and lifestyle arrangements in a more flexible way:
- a. Parental leave (Clause 56);
 - b. Flexible working time (Clause 61);
 - c. Swapping the Employee's scheduled hours (Clause 62);
 - d. Time off in lieu of overtime (Clause 65);
 - e. Additional annual leave (Clause 68);
 - f. Long service leave (Clause 70);
 - g. Lifestyle leave (Clause 75); and
 - h. Study leave (Clause 76).

21. TYPES OF EMPLOYMENT

- 21.1. Employees shall be employed in one of the following categories:
- a. Full-time Employee;
 - b. Part-time Employee;
 - c. Casual Employee; and
 - d. Fixed-term or fixed-task employment.
- 21.2. Each Employee, other than a casual Employee, shall be advised in writing at point of engagement and at other times when varied in accordance with this Agreement, the following:
- a. The nature of engagement as to whether full-time or part-time and whether permanent or such other category as provided in clause 21.1 of this Agreement;
 - b. If not full-time, the weeks and the employment fraction for which the Employee is to be employed;
 - c. The days of the week the Employee is to be employed;
 - d. The normal starting and finishing time for each day's employment;
 - e. The duration of the engagement in respect of employment for a fixed period; and,
 - f. The nature of the work to be undertaken.
- 21.3. UQSL will pay permanent Employees fortnightly and on a day it selects. Permanent Employees and UQSL may agree in writing for the Employee to be paid on some other regular basis.
- 21.4. An Employer may vary the terms of engagement to any Employee other than a casual Employee by providing two weeks' notice of such changes unless it is mutually agreed between UQSL and Employee for a shorter period of time.

22. FULL-TIME

A full-time Employee is one who is employed and who is ready, willing and available to work a full week of 35 hours or an average of 35 hours as per clause 59 Hours of Work at the times and during the hours as may be mutually agreed upon or in the absence of such agreement as prescribed by the Employer.

23. PART-TIME

- 23.1. A part-time Employee is a person who:
 - a. works less than full-time hours of 35 per week (or less than 70 hours in a fortnight); and
 - b. has reasonably predictable hours of work; and
 - c. receives on a pro-rata basis, equivalent pay and conditions to those of full-time Employees who do the same kind of work.
- 23.2. An Employee who does not meet the definition of a regular or systematic part-time Employee and who is not a full-time Employee shall be paid as a casual Employee in accordance with clause 24.
- 23.3. Employees employed on a part-time basis shall be paid for hours worked at an hourly rate calculated on a pro-rata basis of the appropriate full-time or weekly rate, and with entitlements to proportionate sick leave and recreation leave, compassionate and family leave and long service leave;
- 23.4. The part-time work arrangements as described above shall be agreed upon between Employer and Employee and shall be confirmed in writing between the two parties.
- 23.5. Payment in respect of any period of sick leave (where an Employee has accumulated an entitlement) shall be on a pro-rata basis made according to the number of hours the Employee would have worked on the day or days on which the leave was taken.
- 23.6. The payment or deduction of payment in lieu of notice of termination of employment shall be calculated on a pro-rata basis.
- 23.7. Any period of annual leave, long service leave, sick leave and paid parental leave to which an Employee is entitled shall accrue on a pro-rata basis according to the number of hours worked on average over the past twelve months.

24. CASUAL

- 24.1. Casual Employees employed post this agreement certification will be paid the hourly rate specified for the Employee's position and, where applicable, the Employee's level outlined in Schedule 1 to this Agreement.
- 24.2. Casual Employees employed prior to this agreement certification will continue to be paid at the hourly rate the Employee were being paid at 1 January 2013.
- 24.3. Casual Employees employed prior to this agreement who have a break of service of no more than 12 months may return to the higher of the hourly rate they were receiving prior to the break or the applicable hourly rate outlined in Schedule 1.
- 24.4. A Casual Employee engagement is terminable by an Employer in accordance with the Employer's requirements, without the requirement of prior notice by either party.
- 24.5. All casual Employees other than Teachers, Coaches, Referees and Instructors employed on a casual basis, will be paid a minimum of three (3) hours per engagement.
- 24.6. Casual Employees will be paid in arrears each fortnight on the same day as full-time and part-time Employees. The minimum notice of termination of employment is three (3) hours,

or, in the case of misconduct, UQSL may terminate the Employee's employment without notice.

24.7. The following clauses do not apply to casual Employees:

- a. Redundancy (Clause 31)
- b. Overtime and Time off in lieu of overtime (Clauses 64 and 65);
- c. Annual Leave (Clause 67);
- d. Paid Personal/Carer's Leave (Clause 69);
- e. Paid Compassionate Leave (Clause 74);
- f. Paid Parental Leave (Clause 56);
- g. Lifestyle Leave (Clause 75)
- h. Study Leave (Clause 76); and
- i. Performance Management (Clause **Error! Reference source not found.**).

24.8. All other clauses apply to casual Employees.

24.9. UQSL may review casual appointments after a consecutive 12 month period of employment and may, at its discretion, reclassify their status as permanent part-time where:

- a. there is a reasonable expectation of ongoing work on a regular and systematic basis for the Employee; and
- b. following consultation with the casual Employee.

25. FIXED-TERM OR FIXED-TASK EMPLOYMENT

25.1. The Employee may be employed on a fixed-term or fixed-task basis either as a full-time Employee or as a part-time Employee. Fixed-term or fixed-task Employee's employment will terminate at the end of the fixed-term or task, unless they are terminated earlier in accordance with clause 30.

25.2. The Employee cannot be employed this way without the Employee's consent in writing.

26. QUALIFYING PERIOD

26.1. A qualifying period of six months will apply to all new full-time and part-time Employees. During the qualifying period either the Employee or UQSL can end the employment by giving one weeks' notice in writing except in the case of serious misconduct, which justifies instant dismissal.

26.2. A performance review will be conducted by the six month anniversary. At this point the Employee will either:

- a. successfully complete the qualifying period and continue their permanent employment;
- or
- b. have the period extended; or
- c. have their employment terminated.

27. LETTER OF ENGAGEMENT

At the time of engagement the Employer shall inform, in writing, each Employee of the terms of their engagement and in particular whether he/she is full or part-time, casual or fixed-term and the classification of the Employee. An Employer must also advise the Employee in writing of any subsequent changes to their classification. An Employer may direct an Employee to carry out such duties that are within the limits of the Employee's skill, competence and training, consistent with the respective classification.

28. CALCULATING THE EMPLOYEE'S LENGTH OF SERVICE

The process to calculate the Employee's length of service with UQSL will be in accordance with the Act.

29. OTHER WORKING ARRANGEMENTS

29.1. The Employee and UQSL may agree in writing to arrangements for working which differ from those in this Agreement provided that such arrangements do not result in a reduction of the Employee's overall terms and conditions of employment when compared with this Agreement.

29.2. Any agreement reached in accordance with this clause must be in writing and signed by both parties.

For example:

Jared is a full-time Employee who works 70 hours a fortnight. Jared has an arrangement with his Supervisor that he works 40 hours in week one (i.e. 5 x 8 hour shifts) and 30 hours in week two (i.e. 3 x 8 hours shifts and one 6 hour shift). This allows Jared to always work a 9 day fortnight.

30. TERMINATION OF EMPLOYMENT

- 30.1. The Employer must not terminate an Employee's employment unless:
- written notice of the day of the termination (which cannot be before the day the notice is given); and
 - the time between giving the notice period or payment in lieu of notice from the day of the termination is at least.

Period of continuous service	Notice period
Not more than 1 year	1 week
More than 1 year, but not more than 3 years	2 weeks
More than 3 years, but not more than 5 years	3 weeks
More than 5 years	4 weeks

- The notice period is increased by one week if the Employee:
 - is over 45 years old; and
 - has completed at least two years of continuous service.
- The termination period will be remunerated at the Employee's ordinary rate of pay.

- 30.2. The Employee must give the Employer the same notice in writing as outlined at clause 30.1 (b) in lieu of notice, or an amount equal to the notice period in monetary value shall be forfeited by the Employee unless otherwise mutually agreed.
- 30.3. On termination, the Employee will be required to return to UQSL all property of UQSL that is in the Employee's possession or acquired by the Employee in the course of the Employee's duties.
- 30.4. Employment may be terminated during the notice period provided that the appropriate portion of payment in lieu of notice is given.
- 30.5. The termination of employment clause does not affect UQSL's right to summarily dismiss without notice an Employee for incompetence, serious misconduct, neglect or other conduct that may amount to serious misconduct under the *Act*. In such cases, the wage shall be paid up to the time of dismissal only.
- 30.6. Serious misconduct is within its ordinary meaning within the law and includes:
- a. causes serious and imminent risk to the health and safety of another person or to the reputation or profits of their employer's business, or
 - b. deliberately behaves in a way that is inconsistent with continuing their employment.
- Example of serious misconduct may include, but are not limited to:*
- a. *Theft; or*
 - b. *Fraud; or*
 - c. *Assault; or*
 - d. *Concealing any material fact or making false representation (including prior to the Employee's commencement) about the Employee's qualifications or work experience; or*
 - e. *Without reasonable cause, neglecting or refusing to attend to the business of UQSL, displaying incompetence or repeatedly failing to observe or perform any of the Employee's duties; or*
 - f. *Refusing to carry out a lawful and reasonable instruction that is part of the job; or*
 - g. *Concealing any material fact or making false representation (including prior to the Employee's commencement) about the Employee's health or physical well-being which may prevent the Employee from carrying out the Employee's duties under this Agreement; or*
 - h. *Conviction for any indictable offence; or*
 - i. *Consumption of alcohol or drugs which affects the Employee's working efficiency; or*
 - j. *Any misconduct, which in the opinion of UQSL might tend to injure the reputation or business of UQSL or otherwise render the Employee unfit to service UQSL.*
- 30.7. Employees not covered by termination of employment are:
- a. Fixed-term Employee;
 - b. An Employee whose employment is terminated because of serious misconduct; or
 - c. A casual Employee.

31. REDUNDANCY

- 31.1. In addition to the period of notice prescribed for termination in clause 30 where the Employee's employment is terminated in circumstances where the company no longer wishes the job the Employee is doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, the Employee shall be entitled to the following amounts of severance pay:

Period of continuous service		Redundancy pay (in weeks)
At least	but less than	Nil
1 year	2 years	4 weeks
2 years	3 years	6 weeks
3 years	4 years	7 weeks
4 years	5 years	8 weeks
5 years	6 years	10 weeks
6 years	7 years	11 weeks
7 years	8 years	13 weeks
8 years	9 years	14 weeks
9 years or more		16 weeks

- 31.2. Weeks' Pay means the ordinary time rate of pay for the Employees concerned. Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling times allowances, bonuses and any other ancillary payments.
- 31.3. Where the Employer has made a decision under clause 31.1, discussions shall take place as soon as practicable between the affected parties regarding the reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations of the Employees concerned.
- 31.4. For the purposes of the discussion the Employer shall, as soon as practicable, provide in writing to the Employee(s) concerned, 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. Provided that the Employer shall not be required to disclose confidential information if the disclosure would be unfavourable to the Employer's interests.

32. TRANSFER TO LOWER PAID DUTIES

Where an Employee is transferred to lower paid duties for reasons set out in clause 31.1 hereof the Employee shall be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated. The Employer may at the Employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

33. ALTERNATIVE EMPLOYMENT

Where the Employer provides acceptable alternative employment for an Employee, the redundancy provisions shall be not paid or applicable.

34. EMPLOYEES WITH LESS THAN ONE YEAR'S SERVICE

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

35. EMPLOYEES EXEMPTED

Redundancy 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.

36. EXEMPTION WHERE TRANSMISSION OF BUSINESS

36.1. The provisions of clause 31.1 Redundancy are not applicable where a business is before or after the date of the insertion of this clause into the Agreement, transmitted from an Employer (transmitter) 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 transmitter, and any prior transmitter, 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 transmitter; and
 - ii. which recognises the period of continuous service which the Employee had with the transmitter and any prior transmitter to be continuous service of the Employee with the transmittee.

37. INTRODUCTION OF CHANGE/CONSULTATION

37.1. The Employer has a duty to notify Employees where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer shall notify the relevant Employee(s) (the Employee(s) who may be affected by the major change).

37.2. A major change is likely to have a significant effect on Employees if it results in:

- a. the termination of the employment of Employees;
- b. major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees;
- c. the elimination or reduction of job opportunities (including opportunities for promotion or tenure);
- d. the alteration of hours of work;

- e. the need to retrain Employees;
- f. the need to relocate Employee to another workplace; or
- g. the restructuring of jobs.

- 37.3. The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 37.4. If the relevant Employee(s) appoint(s) a representative for the purposes of consultation and the Employee(s) advise the Employer of the identity of the representative; the Employer must recognise the representative.
- 37.5. It is the Employer's duty to discuss change, as soon as practicable after making a decision, with the relevant Employee(s) and their representative(s) if appointed, the introduction of the changes referred to in clause 37.2 hereof, the effect(s) the change(s) are/is likely to have on the Employee(s) and the measures that the Employer is taking to avert or mitigate the adverse effect(s) of such change(s) on Employee(s).
- 37.6. The Employer must give prompt and genuine consideration to matters raised about the change(s) by the Employees and their representative in relation to the changes.
- 37.7. If a specific term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the Employer's organisation, the requirements set out in subclauses 37.1, 37.2 and 37.3 are not taken to apply.

38. CLASSIFICATION STRUCTURE

The classification structure is located in Schedule 1.

39. THE EMPLOYEE'S DUTIES

UQSL can direct the Employee to carry out the duties which it considers are within the Employee's skill, competence and training.

40. REMUNERATION

- 40.1. Base salary ranges for the position classification are set out in Schedule 2.
- 40.2. Casual pay rates for the Employee's position and classification level are set out in Schedule 1 and refer to clause 24.

41. PAYMENT REMUNERATION

- 41.1. UQSL will pay the Employee fortnightly on a day it selects.
- 41.2. UQSL will pay the Employee's base salary by direct deposit into an account nominated by the Employee.
- 41.3. The Employee authorise UQSL to deduct from any base salary or entitlements owed by the Employee for the following:
- a. overpayment of base salary and entitlements paid to the Employee;
 - b. fees and charges associated with items not returned on termination of the Employee's employment such as, but not limited to:

- i. Keys;
- ii. Uniforms;
- iii. Mobile phones;
- iv. Computers; and
- v. fees and charges associated with training courses paid for by UQSL where there has been a signed agreement in advance.

41.4. The Employee's base salary or wage may be adjusted but will not be reduced as a result of the operation of this Agreement.

42. TOTAL REMUNERATION

42.1. The Employee's base salary is only one part of the total remuneration the Employee receives for the work the Employee performs for UQSL.

42.2. As a UQSL Employee the Employee's total remuneration may comprise a number of direct and indirect components including:

- a. Base salary;
- b. Performance increases;
- c. Performance payments;
- d. Benefits; and
- e. Superannuation.

42.3. The Employee's base salary is the amount of the annual salary the Employee receive for working the Employee's ordinary hours. The Employee's base salary may be increased:

- a. following significant changes in the role or position description;
- b. to meet any requirements under the Act;
- c. following an annual increase; or
- d. in accordance with the Employee's performance:

43. CHANGES IN POSITION

43.1. If, during the course of this Agreement, both the essential position criteria and duties of the position are deemed to have changed materially, UQSL will assess whether the Employee should be remunerated in accordance with a different position description.

43.2. If the Employee's new role already exists then the Employee will be paid within the range applicable to the new role, as set out within Schedules 1 or 2. If the Employee is performing a new role (not covered in Schedules 1 or 2) then UQSL will pay the Employee within a range to be determined at its discretion, but not less than the Employee's existing rate of pay.

43.3. Factors which we would consider when changing the Employee's remuneration would include:

- a. requisite experience and skills required for the position;
- b. degree of authority, responsibility and accountability of the position;
- c. degree of specialty of the position;
- d. range of tasks undertaken and demands of the position; and
- e. relationship to other positions in the organisation.

- 43.4. UQSL will apply the above criteria. If it is decided that the Employee should be paid in accordance with a different role description then the Employee will be considered for an increase.
- 43.5. Consideration of increases in accordance with this clause may occur at any time throughout the year.
- 43.6. If a permanent Employee is appointed to a role on or after 1 July the agreed remuneration may be inclusive of any CPI increase due to be paid on 1 January of the next year. In this case, the next scheduled increase will on 1 January of the year following (maximum 18 months later).
- 43.7. If a permanent Employee is appointed to a role between 1 January and 30 June the agreed remuneration will be exclusive of any CPI increase due to be paid on 1 January of the next year. The next scheduled increase will be a maximum of 12 months later.

For example:

Natalie is an existing, permanent Employee who is fully qualified, competent and has the appropriate experience for her position as Venue Manager (Athletics). Over time Natalie appears to be undertaking duties in line with Venue Manager (Fitness). This is recognised at her performance review and after a consideration of the range of tasks undertaken her Manager decides to increase her Base Salary in line with that role with approval from HR and the CEO.

44. ANNUAL INCREASE

- 44.1. All permanent Employee Base Salaries will be increased annually as at 1 January by a rate equal to
 - a. CPI, when CPI is less than or equal to 2%; or
 - b. when CPI is greater than 2% then 2% plus 50% of CPI over the 2% guaranteed baseline.

For example:

Mary is paid \$50,000 annually in 2013. CPI for 30 June 2013 is 3.0% so Mary will be paid an increase at 1 January 2014 of at least 2.5% (2% PLUS 50% of the difference between 3.0% and 2.0% - being 0.5%). Mary's new salary will be \$51,250 as at 01 January 2014.

- 44.2. Further wage increases may occur at any time in line with requirements under the Act.
- 44.3. Any decision to increase annual pay in excess of the annual increase will be made by the UQSL Board, at its sole discretion, by considering market forces and UQSL's financial position in accordance with the following formula:

$$\frac{\text{Wage Price Index} \times \% \text{ Staff Costs} + \text{Consumer Price Index} \times \% \text{ Other Costs}}{\text{Total Expense Ratio (Cash)}}$$

- 44.4. This formula will be applied to allow for incorporation into the annual budget process and to determine any additional annual increase for 1 January in the coming year and the possible adoption of the increase without any backdating.
- 44.5. All casual pay rates will always be at least 3% higher than the applicable Modern Award.

45. HIGHER PERFORMANCE INCREASE

- 45.1. A higher performance increase is a permanent increase to the Employee's base salary and is directly related to the performance in that position, as assessed against the Employee's Key Performance Indicators (KPIs) and/or specific goals.
- 45.2. Consideration of a higher performance increase may follow formal performance appraisals or may occur at other times throughout the year following a high performance when assessed against KPIs and the Employee's Supervisor's expectations. To be clear, higher performance increases may not necessarily follow formal performance appraisals, but can occur at any time throughout the year in order to recognise higher performance.
- 45.3. The % increase to the Employee's base salary resulting from higher performance is at the discretion of the Employee's supervisor. The Employee's Supervisor will recommend a % increase, accompanied by supporting evidence, to HR. Any increases are subject to the CEO's approval.

46. PERFORMANCE PAYMENTS

- 46.1. Performance payments are set on a discretionary basis by management and must be approved by the CEO before they can be implemented. **Performance payments are one-off payments that do not increase the Employee's base salary and may be paid in a number of forms.**
- 46.2. Performance payments may be applied as either a targeted incentive program or to recognise the Employee's performance outside traditional responsibilities.

For example:

A project team is established to implement a fully functional E-Commerce system through the Web Site and a detailed Action Plan is developed to deliver a number of specific outcomes on a timely basis. Upon the successful completion of these outcomes, the performance of individual project team members is recognised via the allocation of 5 days leave with pay. The CEO announces a scheme that should UQSL exceed its annual targets by 5% or more, a financial pool is to be made available for distribution amongst Employees and paid as one-off payments.

47. SUPERANNUATION

- 47.1. The *Superannuation Guarantee (Administration) Act 1992 (Cth)* governs the provisions for superannuation guarantee payments.
- 47.2. Employees can nominate a superannuation fund of choice for contribution to be paid into by the Employer. In the event that no nomination is exercised by the Employee, the default fund is SunSuper fund.
- 47.3. An Employer must make such superannuation contributions to a superannuation fund for the benefit of an Employee as legislated or at an increased rate as prescribed by the Employee in accordance with clause 48.

48. SALARY SACRIFICE

- 48.1. The Employee may salary sacrifice part of their remuneration in return for other benefits, such as additional superannuation contributions and motor vehicles, in accordance with the Salary Sacrifice Policy.
- 48.2. Any salary sacrifice arrangements must be in compliance with any applicable legislation or Australian Taxation Office rulings or guides in relation to effective salary sacrifice arrangements.
- 48.3. The amount sacrificed by the Employee must be sufficient to cover the cost to UQSL of the benefit the Employee wishes to receive, including any fringe benefits tax payable on the benefit and the cost to UQSL of the non-deductibility of that fringe-benefits tax. The Employee authorise UQSL to deduct those costs from the Employee's remuneration.
- 48.4. The Employee, not UQSL, will be responsible for any salary sacrifice arrangements the Employee creates. That includes retaining or taking over from UQSL any ongoing legal obligations in respect of any benefits for which the Employee has salary sacrificed, upon termination of the Employee's employment.
- 48.5. The earnings base (as defined in relevant Federal legislation), for calculating the Employee's entitlements, which are based on the remuneration such as allowances and employer superannuation contributions, will not be affected by any salary sacrifice arrangements the Employee implement.

49. HIGHER DUTIES

- 49.1. UQSL may ask the Employee to perform duties in a position higher than the Employee's ongoing role. If the Employee performs higher duties for six (6) or more business days either:
 - a. the Employee's remuneration will be increased to a rate of at least 90% of the minimum rate of pay in the range applicable to the higher position for the whole duration; or
 - b. the Employee will be paid a one-off performance payment in recognition for the performance over the period. This amount will be discussed and agreed to with the Employee by the Employee's supervisor at the completion of the higher duties period.
- 49.2. Higher duties are applicable only to periods of six (6) or more consecutive business days.
- 49.3. Any offer to perform higher duties must be made by the Employee's Supervisor in writing.
- 49.4. Any increase in remuneration for performing higher duties will be determined by the Employee's Supervisor by assessing the following criteria:
 - a. The skills and experience that the Employee bring to the position;
 - b. The Employee's qualifications;
 - c. The Employee's familiarisation with the requirements of the higher position; and
 - d. The length of time that the Employee will be expected to perform higher duties
- 49.5. Performing particular duties outside the Employee's general role description, but within the Employee's experience and qualifications, does not necessarily mean that the Employee is performing higher duties within the meaning of this clause. Performing higher duties involves taking up all of the obligations and responsibilities of a position higher than the Employee's current role for a defined period of time.

- 49.6. The Employee may not be required to perform duties in a higher position for 100% of the Employee's scheduled working hours. If this is the case the Employee's supervisor will advise the Employee of the period that the Employee is expected to spend performing higher duties and the Employee's remuneration will only increase in accordance with that period.

For example:

Andy is the Assistant Manager - Aquatics. His Supervisor asks him to act in the position of Venue Manager - Aquatics for three weeks at a rate of 5% less than the minimum rate of pay for an Aquatic Centre Manager (taking into account Andy's skills and experience). Given that Andy works 7 hours per day and is only required to perform higher duties in the afternoon, he will only be paid an increased rate for 3 hours each day.

- 49.7. If the higher duty pay rate, as calculated for the position the Employee is acting in is less than the Employee's ordinary base salary immediately prior to performing higher duties, the Employee's higher duty rate of pay will be individually negotiated with the Supervisor but will be not less than the Employee's ordinary base salary.

50. TRAINING AND HANDOVER PERIOD

The Employee will not be paid for higher duties when attending training or receiving a handover from another Employee for the purpose of performing the higher duties.

51. UNIFORMS

All Employees will be provided with UQSL uniforms in accordance with the UQSL Uniform Allocation Policy.

52. MEAL AND TRAVEL ALLOWANCE

- 52.1. If UQSL requires the Employee to work a minimum of two (2) extra hours over and above the maximum of 10 hours per day, UQSL will provide the Employee with a meal or alternatively, pay the Employee a \$15 meal allowance.
- 52.2. If the Employee is required to travel in the performance of their duties, the Employee will be eligible for a travel allowance in accordance with the Travel Allowance Policy.

PART 4: FAMILY AND WORK-LIFE BALANCE

53. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

- 53.1. An Employee who is a parent, or has responsibility for the care, of a child may request the Employer for a change in working arrangements to assist the Employee to care for the child if the child:
- a. Is under school age; or
 - b. Is under 18 and has a disability
- 53.2. The request must:
- a. Be in writing; and
 - b. Set out details of the change sought and the reasons for the change
- 53.3. The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request.
- 53.4. The Employer may refuse the request only on reasonable business grounds. If the Employer refuses the request, the written response under subclause 53.3 must include details of the reasons for refusal.

54. PERSONAL LEAVE

- 54.1. Paid personal leave is available to an Employee when absence is due to:
- a. The Employee being unfit for work due to a personal illness or injury (sick leave);
 - b. For the purposes of caring for an immediate family or household member who requires the Employee's care or support due to a personal injury /illness or requires care or support due to an unexpected emergency (carer's leave); and
 - c. For medical appointments in relation to an Employee's own pregnancy or to support a person as defined in clause 55.1 who is pregnant (pre-natal leave).
- 54.2. The amount of paid personal leave to which an Employee is entitled is set out in clause 69 Personal/Carer's Leave.

55. FAMILY OR CARER'S LEAVE

- 55.1. An Employee with responsibilities regarding either members of their immediate family; members of their household; or other significant persons who need their care or support; shall be entitled to use, in accordance with this clause any personal leave entitlement for absences to provide care or support for such persons when they are suffering from a personal illness or personal injury or require care or support due to an unexpected emergency.
- 55.2. The Employee shall produce adequate evidence (such as a medical certificate) stating what the personal illness/injury or unexpected emergency is/was and that the personal illness/injury or unexpected emergency was such as to require care by another.
- 55.3. The entitlement to use personal leave in accordance with this clause is subject to:
- a. The Employee being responsible for the care of the person concerned; and
 - b. The person concerned being either a member of the Employee's immediate family, or a member of the Employee's household, or other significant person.

c. The Employee meeting the notice and evidence requirements outlined in subclause 55.2 and 55.4.

55.4. The Employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care or support and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

55.5. An Employee may elect to take unpaid family/carer's leave by agreement with the Employer for the purpose of providing care or support to a family member or a member of the Employee's household who is suffering from a personal illness or personal injury or needs care or support due to an unexpected emergency. An Employee cannot take unpaid family/carer's leave during a particular period if the Employee could instead take paid family/carer's leave.

55.6. If the period during which an Employee takes family or carer's leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on family or carer's leave.

56. PARENTAL LEAVE

56.1. Paid Parental Leave under this Agreement will be available to all primary carer Employees eligible to take paid parental leave for a 12 month period.

56.2. As the primary carer for the child, the Employee will be entitled on the birth or adoption of a child to paid leave, based on the length of continuous service, as follows:

Years of service	Period of paid leave (at the Employee's ordinary salary)
1 year to less than 2 years	4 weeks
2 years, up to and including 3 years	6 weeks
4 years or more	8 weeks

56.3. The Employee is entitled to up to 12 months unpaid leave in accordance with the Act (less any paid parental leave as paid by UQSL under this clause) and may, due to circumstances, request an additional 12 months unpaid leave or other forms of maternity, paternity and adoption related leave.

56.4. For part-time Employees, paid entitlement will be on a pro-rata basis.

56.5. The Employee may elect to take the paid leave entitlement as half pay for a longer period. For example:

Ann has four years of service and is entitled to 8 weeks paid leave on the birth of her child. Upon making a request in writing Ann may elect to be paid her 8 week entitlement over a 16 week period at half her normal rate of pay.

- 56.6. As the secondary carer of the child, the Employee will be entitled on the birth or adoption of a child to paid leave, based on the length of continuous service, as follows:

Years of service	Period of paid leave (at the Employee's ordinary salary)
1 year to less than 2 years	1 week
2 years, up to and including 3 years	2 weeks
4 years or more	3 weeks

- 56.7. In addition, the Employee will be entitled to unpaid leave in accordance with the NES contained within the *Act*.
- 56.8. Casual Employees will be entitled to unpaid Parental Leave in accordance with the *Act* and NES.
- 56.9. Parental Leave may be taken in conjunction with Annual and/or Long Service Leave. Parental Leave cannot be taken in conjunction with Lifestyle Leave.
- 56.10. Parental leave must start:
- a. If the leave is birth-related leave for a female Employee who is pregnant with, or gives birth to, the child:
 - i. The period of leave may start up to six (6) weeks before the expected date of birth of the child, but must not start later than the date of birth of the child. A shorter period will be acceptable only under medical guidance.
 - b. If the leave is adoption-related leave:
 - i. The period of leave must start on the day of placement of the child.
- 56.11. Any Government funded paid parental leave entitlements will be subject to eligibility and in accordance with the *Paid Parental Leave Act 2010* (Cth).

57. UNPAID PARENTAL LEAVE

- 57.1. Access to unpaid parental leave is in accordance with the NES contained within the *Act*. On request UQSL will provide the Employee with a summary of the key provisions of the relevant legislation. Leave without pay may be granted for periods of up to twelve months at the discretion of the CEO.

For example:

Kelly is an Employee of UQSL with two (2) years' service. Her partner is the primary carer of their child. He organises with his place of employment for 36 weeks off work (nine months) as parental leave.

Kelly, as the secondary carer, is entitled to the following Parental Leave:

- *two (2) weeks paid leave; and*
- *16 weeks unpaid leave (52 less 36 weeks);*

- *of which two (2) weeks is able to be taken simultaneously with leave taken by her partner as the primary carer. This example would be the same if both Kelly and her partner worked at UQSL.*

- 57.2. On return from unpaid parental or adoption leave the Employee are entitled to:
- a. return to the Employee's pre-leave position; or
 - b. if that position no longer exists, an available position for which the Employee are qualified and suited nearest in status and pay to the Employee's pre-leave position.

58. COMPASSIONATE LEAVE

- 57.3. As prescribed in clause 74 Compassionate Leave the Employee can access three (3) days of unpaid compassionate leave on each occasion in accordance with the NES. The Employee must provide evidence of the illness, injury or death that gives rise to the entitlement of compassionate leave.

PART 5: HOURS OF WORK, BREAKS, FLEXTIME AND TIME OFF IN LIEU OF OVERTIME

59. HOURS OF WORK

- 59.1. **Full-time** ordinary hours of work will be 70 hours per fortnight for wages, holidays and benefits to be based on with the option of working up to an average of 90 hours per 26 weeks without accruing overtime.
- 59.2. **Part-time** ordinary hours of work will be the hours that the Employee is currently contracted to work. The Employee's ordinary hours will not be less than the contracted hours unless the Employee request otherwise and UQSL agrees
- 59.3. An Employee's hours of work shall not be varied unless by mutual agreement.
- 59.4. Under specific circumstances, permanent Employees who work hours in excess of their ordinary hours have the option to be paid at their normal hourly rate of pay or receive TOIL .
- 59.5. The way in which an Employee will accrue TOIL is set out in clause 65 Time off in Lieu of Overtime.
- 59.6. The conditions surrounding this arrangement include:
 - a. Additional hours to an Employee's rostered shift are TOIL;
 - b. All additional hours are to be authorised in writing, in advance, by the Employee's supervisor in advance of the commencement of the shift;
 - c. Paid extra hours can only be for customer-facing, rostered shifts that require unplanned and unscheduled coverage;
 - d. Employees filling shifts under these conditions must be currently employed in that role; and
 - e. All additional hours, authorised by a supervisor in advance, must be accompanied by a timesheet.
- 59.7. UQSL can request the Employee to work ordinary hours at any time on any day from Monday to Sunday inclusive

60. CHANGES TO THE EMPLOYEE'S HOURS OF WORK

- 60.1. If the Employee is a full-time or part-time Employee, the Employee's Supervisor can advise of a need to change the Employee's scheduled hours (i.e. the times and/or days that the Employee works the ordinary hours). In addition, if the Employee is a part-time Employee, the Employee's Supervisor can advise of a need to increase or decrease the Employee's ordinary hours. UQSL will attempt in all cases to accommodate the Employee's personal needs, commitments and lifestyle.
- 60.2. These changes can apply straight away, if the Employee agrees.
- 60.3. If agreement is not reached, then UQSL must work through the following process and the changes will not take effect unless:
 - a. It has been demonstrated by the Employee's Supervisor that there is an operational requirement for the change and this has been discussed with the Employee; and

- b. The Employee have been provided with adequate opportunity to present and discuss the Employee's work and lifestyle needs and preferences, which has received reasonable consideration by the Employee's Supervisor; and
- c. The Employee is given at least 4 weeks' notice of implementation of the change.

For example:

Kelly's current scheduled hours specify a start time of 8.30am and finish time of 3pm. A change in the number of early morning aerobics sessions requires more staff to work from 6.30am to 1pm. Her Supervisor can ask her to move her scheduled start time back to 6.30am in accordance with this Clause.

UQSL is hosting a special event over three weeks during September. Warren has been asked by his Supervisor to work each of the three Saturdays during the event. In consultation with his Supervisor a need has been established for his services on each of those days. Warren has agreed that his commitments allow this to take place. His Supervisor has provided 4 weeks' notice of the event and informed him that the time worked will contribute to his ordinary hours of work; i.e. the hours worked will form part of Warren's ordinary 70 hour fortnight.

61. FLEXIBLE WORK TIME

- 61.1. By agreement with UQSL, the Employee can arrange to take time off during their ordinary and/or scheduled hours. The Employee can make-up the time at an earlier or later time as agreed.
- 61.2. Such agreement must be in writing and genuinely agreed to by both UQSL and the individual Employee affected. Any agreement can be terminated by either party after giving four (4) weeks' notice to the other party, or earlier by mutual written agreement.
- 61.3. The making of any individual flexibility arrangement will be in line with the model flexibility clause as defined by the Act.
- 61.4. Additional hours worked (i.e. make-up time) will not qualify for extra hours.

For example:

Brad's ordinary hours are 8.30am until 5pm, Monday to Friday allowing him approximately 1 day off per month. In order to meet his personal needs he could, for example, arrange with his Supervisor to:

- *Start work earlier each day at 7.00am and finish at 3:30pm; or*
- *Start work later each day at 10.30am and finish at 7:00pm; or*
- *With advance notice, work five (5) hours on a Saturday in order to allow 5 hours' time off at an agreed time in the following week; or*
- *For an agreed period of time, work 35 hours over Monday to Thursday and have every Friday off.*

62. SWAPPING THE EMPLOYEE'S SCHEDULED HOURS

By agreement with another Employee and the Supervisor in advance, the Employee can swap their scheduled hours. Approval will be given provided UQSL's business requirements are met.

For example:

Warwick's scheduled hours are 11am to 4pm and he needs to collect relatives from the airport at 4pm. Warwick can arrange to swap with another person in his division to work their 9am to 2pm scheduled hours.

63. MEAL INTERVALS AND REST INTERVALS

- 63.1. A meal interval of not less than 30 minutes shall be allowed for each Employee after not more than five hours of continuous work. Such meal intervals shall not be counted as time worked and are unpaid.
- 63.2. If an Employee works more than five (5) hours in any one day the Employee is entitled to two paid rest breaks of 10 minutes each.
- 63.3. If an Employee works five (5) hours or less in any one day the Employee is entitled to one paid rest break of 10 minutes duration.
- 63.4. How the Employee's rest break is taken must be discussed with the Supervisor to ensure it fits in with customer demand and the work schedule.
- 63.5. Rest break time does not accrue from day to day or from shift to shift.

64. OVERTIME

- 64.1. An Employer may request an Employee to work reasonable additional hours:
 - a. For a full-time Employee greater than 35 hours; or
 - b. For an Employee who is not a full-time the lesser of:
 - i. 35 hours; and
 - ii. The Employee's ordinary hours of work in a week.
- 64.2. Additional hours must be approved by the Employee's Supervisor or worked in accordance with set procedures for the Employee's division.
- 64.3. Additional hours means the hours an Employee is requested to work in excess of the Employee's scheduled hours, including, but not limited to, the Employee's attendance at meetings and training sessions as requested by UQSL.
- 64.4. Additional hours will be calculated fortnightly and will be recorded for each completed 30 minute period on a one-for-one basis.
- 64.5. Venue Employees may wish to work additional hours. If an Employee wishes to work additional hours they are able to liaise, in advance and in writing, with their Supervisor to arrange this.
- 64.6. An Employee may refuse to work additional hours (beyond those referred to in clauses 64.1 and 64.2) if they are unreasonable.
- 64.7. An Employee may choose to be paid for overtime/additional hours at their ordinary rate of pay, in accordance with the criteria defined in subclause 59.6, or be credited with time off in lieu of overtime to be taken as agreed with the Supervisor, in accordance with clause 65 Time off in Lieu.

For example:

If Anthony's scheduled hours are 50 per fortnight and he works an unscheduled four (4) hour shift over and above his scheduled hours (i.e. 54 hours), with his Supervisor's approval, he has worked four (4) hours 'additional hours' and will accrue four (4) hours of which he may elect to be paid for at his current rate of pay or receive four (4) hours' time off in lieu of overtime.

65. TIME OFF IN LIEU OF OVERTIME

- 65.1. An Employee who is required by the Employer to work outside the ordinary hours of work (as defined in subclause 59.4) shall be eligible to take time off in lieu of paid overtime on a time for time basis.
- 65.2. All overtime must be approved in advance in writing by the Supervisor.
- 65.3. Accrued time off in lieu of overtime is to be taken at a time agreed between the Employer and Employee and must be taken within four week of accrual.
- 65.4. TOIL will accrue on an hour for hour basis for hours worked in excess of the Employee's normal or scheduled working hours.
- 65.5. A maximum of two (2) consecutive days leave may be taken from accrued TOIL.
- 65.6. The Employee must provide two (2) weeks' notice of the Employee's intention to take TOIL by submitting a leave application. The taking of TOIL must be approved by the Supervisor.
- 65.7. The maximum TOIL the Employee may accrue is four (4) days, after which the Employee's accrued TOIL must be reduced to at least two (2) days. This reduction must occur within four (4) weeks of accruing four (4) days' TOIL. The following process will apply to this reduction:
 - a. Take TOIL within four (4) weeks of accrual; and
 - b. If the Employee have not been able to take TOIL, then the Employee may elect to have accrued TOIL offset within scheduled annual leave (no loading payable).

66. THE LENGTH OF TIME THE EMPLOYEE ARE ENTITLED TO BE OFF DUTY

- 66.1. An Employee is entitled to at least nine (9) hours off duty between the end of the Employee's scheduled hours and when the Employee's next scheduled hours begin.
- 66.2. This Clause does not apply to the Employee when the Employee voluntarily swaps the Employee's scheduled hours (Clause 62).

PART 6: LEAVE AND PUBLIC HOLIDAYS

67. ANNUAL LEAVE

- 67.1. An Employee, other than a casual Employee, is entitled to four (4) weeks' annual leave on ordinary pay after twelve months of continuous service.
- 67.2. If a public holiday falls while the Employee is on annual leave, then that day shall not be deducted from the Employee's accrued annual leave.
- 67.3. A part-time Employee shall be entitled to annual leave on a pro-rata basis of the leave prescribed in clause 67.1.
- 67.4. When the ordinary hours of a part-time Employee varies over a period of accrual for annual leave, the average ordinary hours shall be determined and used as the basis for calculating the payment for annual leave.
- 67.5. When the Employee's employment has been terminated, the Employee will be entitled to pro-rata holiday pay for the time worked.
- 67.6. All accrued annual leave including leave loading shall be paid out at the current ordinary rate on termination.
- 67.7. For the taking of annual leave, annual leave shall be given or taken at a mutually agreed time as determined between the Employee and senior management, provided that a minimum of one month's notice shall be given, unless otherwise agreed.
- 67.8. An Employee is entitled to annual leave loading at a rate of 17.5%.
- 67.9. Annual leave may accrue up to a maximum of six (6) weeks.
- 67.10. UQSL may direct Employees to take leave in the following circumstances by giving four (4) weeks' notice:
 - a. When an Employee's leave accrues in excess of six (6) weeks; and
 - b. During periods of reduced operations, for example mid-semester or the Christmas period.
- 67.11. If an Employee wishes to take part or all of their leave in another way, UQSL will endeavour to meet the Employee's wishes.
- 67.12. Leave accrues at a rate of 1/13th of the Employee's normal scheduled working hours over each four (4) week period. The Employee may request to take a period of leave after it has accrued subject to our business and operation needs. Requests to take leave will not be unreasonably refused.

For example:

Ray works an average of 35 hours per week. After six (6) months work Ray will have accrued 70 hours. Ray may request to take that leave after providing the appropriate amount of notice (6 weeks) referred to in clause 67.7. By that time Ray will have accumulated a further 16.153 hours and may take a total of 76.153 hours leave. If he works an average of seven (7) hours per day this means that he can take up to 12.3 days off on paid leave

- 67.13. Paid annual leave is cumulative. This means that the balance of any paid annual leave remaining at the end of a 12 month period will carry over into the following year.
- 67.14. When taking annual leave, the Employee is required to provide the Supervisor with six (6) weeks' notice of their intention to take annual leave, unless a shorter period is agreed to by the Employee's Supervisor.
- 67.15. If the Employee or UQSL ends the Employee's employment, after giving the proper amount of notice or pay in lieu, the Employee will be paid for any unused accrued annual leave, plus any associated owed leave loading of 17.5%.

68. ADDITIONAL LEAVE AT CHRISTMAS

- 68.1. The University and UQSL typically close each year at close of business on 24 December and reopens on 2 January each year (closure period). This period is granted to all permanent Employees as leave in addition to annual leave entitlements in Clause 67.
- 68.2. For clarity, part-time Employees' normal scheduled hours may not fall during the closure period between 24 December to 2 January. If this is the case then those Employees will not be entitled to additional paid leave over that period.
- 68.3. All permanent Employees who are not employed in the Administration Office are entitled to either take the additional leave over the closure period or claim the equivalent days leave at an alternate time agreed in advance in writing with their Supervisor.
- 68.4. Annual Leave loading is not payable for this period.

69. PERSONAL/CARER'S LEAVE

- 69.1. In the event of an Employee being unfit for work due to a personal illness or injury the Employee shall be entitled to personal (sick) leave on full pay for the Employee's ordinary hours of work in the period.
- 69.2. Full-time Employees will be entitled to ten personal/carer's leave days for every year of service.
- 69.3. Part-time Employees will accrue personal/carer's leave on a pro-rata basis calculated on the average of hours worked over the year when compared to a full-time 35 hour week.
- 69.4. Personal leave accrues at a rate of $1/26^{\text{th}}$ of the Employee's normal working hours for every four (4) week period.

For example:

Joe is a full-time Employee working 35 hours per week or 140 hours every 4 weeks. $1/26^{\text{th}}$ of 140 hours is 5.3846 hours per 4 week period. There are 13 four week periods annually. $13 \times 5.3846 = 70$ hours. This equates to 10 days per year at 7 hours per day.

- 69.5. To be entitled to personal leave on full pay, an Employee shall produce a certificate from a qualified medical or other relevant practitioner immediately on return to work when two (2) or more leave days are taken.

- 69.6. In the case of non-medical carer's leave, written confirmation from a third party should be provided as an alternative.

For example:

Michelle is required to drive her aged mother to Townsville to attend a funeral. Michelle will need to provide some written confirmation of this to her Supervisor. Appropriate written confirmation in this situation would be a signed letter from the Minister who conducted the funeral or the funeral notice

- 69.7. Any portion of personal/carer's leave that is not taken during the year of service shall be cumulative to the next year. This leave may not be paid out at any time during or at the end of employment.
- 69.8. If the period during which an Employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid/carer's leave on that public holiday.
- 69.9. Absences on sick leave either side of a public holiday shall not be paid unless a certificate of a registered health provider, statutory declaration or other evidence satisfactory to the Employer is provided within seven (7) days of return to work.
- 69.10. The Employee's supervisor may request certificate of a registered health provider, statutory declaration or other evidence for sick leave of any length.
- 69.11. If the Employee is on paid annual leave and is ill or injured for more than two (2) consecutive days during a period of paid leave the Employee may apply for sick leave. Provided that the Employee has an accrued sick leave entitlement and provides UQSL with appropriate medical certificates, the Employee will be re-credited with the equivalent paid leave allocated and the equivalent deduction will be made from the Employee's accrued sick leave.
- 69.12. If an Employee uses up all of their assigned personal leave, the Employee may choose to take either accrued annual leave or unpaid personal/carer's leave.
- 69.13. Unused personal leave will not be paid out when the employment relationship has been terminated.
- 69.14. A casual Employee may access up to two (2) days unpaid personal leave per eligible occasion. An eligible occasion is one that is defined as sick leave or carer's leave under clause 69.1.
- 69.15. A casual Employee accessing unpaid sick leave is required to meet the notice and documentary requirements.

70. LONG SERVICE LEAVE

- 70.1. The entitlement to long service leave is established in the *Industrial Relations Act 1999 (QLD)*.

- 70.2. An Employee shall be entitled to 13 weeks long service leave on full pay after 10 years continuous service with UQSL. A further entitlement to a proportionate period based on 1.3 weeks per year per additional five years of continuous service with UQSL thereafter.
- 70.3. When the Employee has been continuously engaged for more than seven (7) years but less than 10 years, upon termination, the Employee may be entitled to a pro-rata payment of long service leave in particular occasions as defined within the *Industrial Relations Act 1999 (QLD)* if:
- a. the Employee have completed at least seven (7) years continuous service; and
 - b. the Employee's service is terminated:
 - i. due to the Employee's illness or incapacity; or
 - ii. by UQSL for a reason other than conduct, capacity or performance; or
 - iii. because the Employee have a domestic or other pressing necessity.
- 70.4. The Employee will not be entitled to a proportionate payment of long service leave if the Employee's service is terminated due to performance, capacity or conduct.
- 70.5. When the Employee has been continuously engaged for more than seven (7) years but less than 10 years, the Employee is entitled to access up to one (1) week of pro-rata long service per year. Long service leave used in this way must be used in conjunction with at least one (1) week of accrued annual leave.

The Employee is to give to the Employer at least four (4) weeks' notice of the period during which the Employee intends to take the long service leave. For any other period of Long Service Leave the Employee are required to give six (6) months' notice.

For example:

Sarah has been employed with UQ Sport for nine (9) years and is going on a three (3) week holiday. Sarah may elect to use up to one (1) week of her pro-rata long service in conjunction with her annual leave providing she has given her Supervisor at least 4 weeks' notice.

- 70.6. It is preferred that Employees take any entitlement to long service leave in one continuous period. However, UQSL and the Employee may agree that long service leave may be taken in separate periods of not less than one (1) week.
- 70.7. Employees can accumulate a maximum of 15 weeks Long Service Leave at any time.
- 70.8. Where an Employee has accumulated in excess of 15 weeks Long Service Leave, UQSL can, on giving four (4) weeks' notice, direct the Employee to take a period of accrued Long Service Leave to maintain their entitlement at the required 15 week period. However, an Employee is not required to take Long Service Leave if retirement is planned within the next two years of accruing 15 weeks leave.

- 70.9. For the purpose of calculating continuous service:
- a. absences from work on paid leave shall count as service;
 - b. approved absences from work which are unpaid and which exceed a total of 35 hours in any one year (pro-rata for part-time Employees) shall not count as service, but shall not be deemed to break continuity of service.
- 70.10. For the purpose of clause 70, a “year” shall mean the period from the commencement of employment of an Employee with UQSL, or the annual anniversary of the commencement of employment of an Employee with UQSL, and the next following annual anniversary of the commencement of such employment.

71. PUBLIC HOLIDAYS

- 71.1. Employees, other than casual Employees, shall be entitled to a day off without loss of pay on the following public holidays:
- a. New Year’s Day
 - b. Australia Day
 - c. Labour Day
 - d. Good Friday
 - e. Easter Monday
 - f. Anzac Day
 - g. Queen’s Birthday
 - h. Christmas Day
 - i. Boxing Day
 - j. Any other day officially proclaimed to be a public holiday during the life of this Agreement.
- 71.2. Where any of the above days falls on a Saturday or Sunday the next succeeding weekday shall be observed as the Public Holiday and the Saturday or Sunday (as the case may be) shall be observed as a normal day as declared and gazetted by the Government.
- 71.3. UQSL will pay the Employee double time and a half of the Employee’s fixed rate of pay for the actual hours the Employee performs work on a public holiday.
- 71.4. If the Employee is employed part-time and a public holiday falls on a day on which the part-time Employee is scheduled to work, UQSL will pay the Employee what they would have earned if the Employee had worked the ordinary hours on that day.
- 71.5. UQSL will not change the days the Employee regularly work to avoid paying the Employee in accordance with this Clause.

72. JURY SERVICE

- 72.1. An Employee who engages in jury service (including attendance for jury selection) that is required by law or under a law of Commonwealth, a State or a Territory is entitled to be absent from their employment for a period if the Employee's absence is reasonable in all circumstances.

- 72.2. Notice and evidence requirements for an Employee who wants an absence from their employment to be covered by this clause must give the Employer notice of the absence. The notice must be given to the Employer as soon as practicable (which may be a time after the absence has started); and must advise the Supervisor of the period, or expected period, of the absence.
- 72.3. An Employee who has given the Employer notice of an absence must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the absence is because the Employee has been or will be engaging in jury service.
- 72.4. An Employee will be paid leave while they are required to attend jury duty during their ordinary hours.
- 72.5. If the Employee are absent on jury service, for the first 10 days of jury service the Employee are entitled to be paid at the Employee's base rate of pay for the ordinary hours of work during the period of jury service, and must provide UQSL with any jury service pay paid to the Employee under a Commonwealth or State law.

73. COMMUNITY SERVICE LEAVE

- 73.1. The Employer will allow an Employee who is a member of an eligible community service activity including but not limited to the Country Fire Authority, Red Cross, St John Ambulance or the State Emergency Service to be released from normal duty to assist in regard to a critical incident where a local emergency situation arises that requires the attendance of the Employee. The Employer may request confirmation in writing from the relevant authority that the Employee was engaged in the community service activity.
- 73.2. The Employee must give written notice of an intention to take community service leave as soon as practicable.
- 73.3. Community service leave is unpaid.

74. COMPASSIONATE LEAVE

- 74.1. The Employee will be entitled to up to three (3) days of compassionate leave without loss of salary for each occasion where a member of the Employee's immediate family, or household:
- a. Dies; or
 - b. Contracts a life-threatening illness or injury that poses a serious and immediate threat to their life.
- 74.2. Written notice of the need to take compassionate leave and the reasons for the leave will be required as soon as is practicable.
- 74.3. A further period of leave of five (5) days without pay may be granted to help the Employee through the period. Alternatively up to five (5) days of accrued personal leave or annual leave may be used instead of the period of unpaid leave.
- 74.4. The compassionate leave entitlement may be taken in non-consecutive days according to the Employee's needs.

- 74.5. A casual Employee may access up to two (2) days unpaid compassionate leave per eligible occasion. An eligible occasion is one as defined in clause 74.1.
- 74.6. A casual Employee accessing unpaid sick leave is required to meet the notice requirements of clause 74.1.

75. LIFESTYLE LEAVE

- 75.1. UQSL has unpaid Lifestyle Leave with the intention of providing permanent Employees, subject to satisfying certain criteria, with an opportunity to take a break from their career.
- 75.2. An Employee may be granted lifestyle leave after three (3) years of continuous service, the Employee may apply for Lifestyle Leave for a period between six (6) and 12 months without having to resign. Some examples of reasons for taking a career break could be:
- a. Full-time study relevant to the Employee's current employment;
 - b. Overseas travel;
 - c. Family commitments; and
 - d. Representative sport
- 75.3. During Lifestyle Leave, the Employee will not accrue paid leave entitlements.
- 75.4. The Employee is required to provide their Supervisor with six (6) months' notice of their intention to take Lifestyle Leave. In addition the Employee will be required to provide 12 weeks' notice of their intention to return to work early.
- 75.5. The Employee's application needs to be supported by their Supervisor and the CEO and must be completed in the format and process specified by the Lifestyle Leave Policy. The Employee's application will be assessed as against specified criteria in the Lifestyle Leave Policy.
- 75.6. Lifestyle Leave may be accessed only after the Employee has exhausted all other applicable leave entitlements available to the Employee. The order in which the Employee must use leave is:
- a. TOIL;
 - b. Annual Leave;
 - c. Long Service Leave (if available); and
 - d. Lifestyle Leave.
- 75.7. On return from Lifestyle Leave the Employee are entitled to:
- a. return to the Employee's pre-leave position; or
 - b. if that position no longer exists, an available position for which the Employee is qualified and suited nearest in status and pay to the pre-leave position.
- 75.8. However, if the Employee seeks to return from Lifestyle Leave earlier than originally requested, UQSL does not guarantee that the Employee will be able to immediately return to either the Employee's former or an equivalent position.

For example:

Dan has been granted Lifestyle Leave for a 12 month around-the-world trek. Nine (9) months into the trek, Dan notifies UQSL that he has insufficient funds to continue and wants to return to work three (3) months early. UQSL has covered Dan's absence by engaging a person under a fixed-term 12 month contract. Dan is advised that he cannot return to his position for another three (3) months because of these arrangements. However, for eight (8) weeks of that three (3) month period, he is given the option to relieve in an equivalent position while another Employee is on parental leave.

76. STUDY LEAVE

- 76.1. UQSL will provide to permanent Employees, one (1) day paid study leave per subject per semester (up to a maximum of four (4) days per year) for approved tertiary courses of study.
- 76.2. Part-time Employees will be provided with paid study leave on a pro-rata basis for approved tertiary courses of study related to the area of employment at UQSL.
- 76.3. Study leave will only be approved upon the receipt of proof that the Employee have completed and passed the subject or course. If the Employee does not complete and pass the subject or course the Employee's study leave will be reversed and processed as annual or unpaid leave.

77. TRAINING

- 77.1. UQSL is committed to ensuring that all Employees maintain essential skills and qualifications required to perform their job. UQSL may pay 100% of the cost of refresher or upgrade training courses that are essential for the performance of the Employee's job.
- 77.2. In return, all Employees are expected to give their commitment to UQSL and to ensuring their skills and qualifications up-to-date at all times. If the Employee resigns from employment with UQSL less than six (6) months after the completion of training paid by UQSL, the Employee agrees that UQSL is entitled to recover the cost of that training in full from the Employee.
- 77.3. Non-essential training needs or requests will be considered on a case-by-case basis in accordance with the UQSL Training & Study Policy.

78. OTHER EMPLOYEE BENEFITS

As a UQSL Employee a range of benefits including concessional rates on UQSL services and products may, from time to time, be available to the Employee. For further information on any of these benefits refer to the UQSL Staff Handbook.

PART 7: DURING THE EMPLOYMENT RELATIONSHIP

79. PERFORMANCE APPRAISAL PROCESS

All full- and part-time Employee's performance will be reviewed as a part of the Employee Development Program (EDP), as amended from time to time. Further information on this process can be found in the UQSL Staff Handbook.

80. PERFORMANCE MANAGEMENT

- 82.1. The Employee's work performance is continually monitored, based on the Employee's performance objectives and associated measurements established from time to time.
- 82.2. Should the Employee's performance fall below the level of the set objectives then the Employee's Supervisor will discuss this with the Employee and commence the Disciplinary Procedure as defined in clause 17.
- 82.3. If the Employee's performance continues to remain below the expected level, UQSL may take disciplinary action and/or the Employee's employment may be terminated.

81. HEALTH & SAFETY

- 82.4. The Employee must comply with the provisions of all relevant Workplace Health and Safety legislation and the Employee must know and follow relevant UQSL Health and Safety Policies and Procedures.
- 82.5. UQSL recognises the importance of ensuring a healthy and safe working environment and recognises that the Employee may have ideas and recommendations about how the workplace can be made a safer place. To assist this process UQSL has developed appropriate training and communication processes and encourages the Employee to raise issues through their Supervisor.

82. EQUITY & DIVERSITY

- 81.1. UQSL has Equity & Diversity Policies that encompasses equal employment opportunity, discrimination, workplace bullying and harassment. All Employees must comply with these Policies.
- 81.2. UQSL guarantees to deal with allegations of any breach of policy seriously, promptly and in confidence and undertakes to protect from victimisation any Employee who makes a complaint

83. FITNESS FOR WORK

- 83.1. To ensure that Employees are medically fit to carry out their duties in a satisfactory and safe manner Employees will, if required, undergo a medical examination with a medical practitioner selected by UQSL.
- 83.2. The requirement at clause 83.1 may be exercised where UQSL has concerns that an Employee's capacity to perform work to the level required is affected by illness or injury, or where UQSL has concerns that the Employee's continued performance of work might be detrimental to the Employee's health or safety, or to the health or safety of others. Before requiring an Employee to undergo a medical examination UQSL will endeavour to discuss

any concerns with the Employee. The Employee is not required to disclose any medical information not related to their employment or capacity to meet the inherent requirements of their role.

- 83.3. UQSL will pay the costs of any medical examination required under subclause 83.1 above; however, the Employee is responsible for any costs associated with the treatment of any condition identified as a result of the examination.

PART 7 – SIGNATORIES TO THE AGREEMENT

SIGNED for and on behalf of
UQ Sport Ltd

on 13 July 2015

.....
Signature of Employer Representative

.....
*Full name of Employer Representative
(block letters)*

.....
Address of Employer Representative

.....
*Position/Authority of Employer
Representative*

) In the presence of:

)
)
)

) **Signature of Witness**

)
)

) *Full name of Witness (block letters)*

)
)

) *Address of Witness*

)
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)

SIGNED for and on behalf of the **UQ Sport Ltd. Employees**

on 13 July 2015

.....
Signature of Employee Representative

.....
Full name of Employee (block letters)

.....
Address of Employee Representative

) In the presence of:

)
)
)

) **Signature of Witness**

)
)

) *Full name of Witness (block letters)*

)
)

) *Address of Witness*

)
)

)
)

SCHEDULE 1 - CLASSIFICATION STRUCTURE

The Employer shall classify staff in accordance with the classification levels and descriptors as set out within the applicable Modern Awards which are:

- a. Health Professionals and Support Services Award 2010;
- b. Fitness Industry Award 2010;
- c. Amusement, Events and Recreation Award 2010; and
- d. Clerk – Private Sector Award 2010.

HOURLY PAY RATES FOR UQSL CASUAL EMPLOYEES

All Groups:

All casual pay rates set out in Schedule 1 will always be at least 3% higher than awards.

Role	Hourly Rate
Convenors	\$ 23.30
Front End Customer Service / Induction / Training (Grade 1)	\$ 21.10
Front End Customer Service (Grade 2)	\$ 21.70
Group Fitness Instructors (Grade 1)	\$ 30.00
Group Fitness Instructors (Grade 2)	\$ 43.01
Group Fitness Instructors (Grade 3)	\$ 45.00
Group Fitness Instructors (Grade 4)	\$ 50.00
Instructors & Fitness Consultants (Grade 1)	\$ 23.80
Instructors & Fitness Consultants (Grade 2)	\$ 24.50
Junior Sport Instructor	\$ 21.70
Junior Sport Supervisor	\$ 23.30
Learn to Swim Instructor (Grade 1)	\$ 21.70
Learn to Swim Instructor (Grade 2)	\$ 23.30
Lifeguard	\$ 23.30
Personal Trainers (Probation)	\$ 27.30
Personal Trainers (1-1)	\$ 30.00
Personal Trainers (Group)	\$ 38.00
Personal Trainers (Starter Pack)	\$ 65.00
Referee (Grade 1)	\$ 21.70
Referee (Grade 2)	\$ 23.30
Strength and Conditioning Coach (Grade 1)	\$ 23.30
Strength and Conditioning Coach (Grade 2)	\$ 25.55
Swimming Instructor (Grade 1)	\$ 27.30
Swimming Instructor (Grade 2)	\$ 30.00
Tennis Coach (Grade 1)	\$ 21.70
Tennis Coach (Grade 2)	\$ 25.00
Tennis Coach (Grade 3)	\$ 35.85
Tennis Coach (Grade 4)	\$ 40.40
Track Coach (Grade 1)	\$ 21.70
Track Coach (Grade 2)	\$ 25.00
Track Coach (Grade 3)	\$ 28.67

SCHEDULE 2 – RATES OF PAY

FULL AND PART-TIME POSTIONS ON ANNUAL SALARY

All permanent employee Base Salaries will be increased annually as at 1 January by a rate equal to:

- i. CPI, when CPI is less than or equal to 2%; or
- ii. when CPI is greater than 2% then 2% plus 50% of CPI over the 2% guarantee baseline

Further wage increases may occur at any time in line with requirements under the Act.

Any decision to increase annual pay in excess of the annual increase will be made by the UQSL Board, at its sole discretion, by considering market forces and UQSL’s financial position in accordance with the following formula:

$$\text{Wage Price Index} \times \% \text{ Staff Costs} + \text{Consumer Price Index} \times \% \text{ Other Costs}$$

Total Expense Ratio (Cash)

This formula will be applied to allow for incorporation into the annual budget process and to determine any additional annual increase for 1 January in the coming year and the possible adoption of the increase without any backdating.

The table shows the base salary rates, by position and are applicable from the commencement date of this Agreement. See clause 42.3 for further information on base salaries.

Position	Range	
	Low	High
Assistant Venue Manager	\$ 45,000.00	\$ 60,000.00
Cleaning Coordinator	\$ 40,000.00	\$ 46,000.00
Coach	\$ 40,000.00	\$ 55,000.00
Coach – Strength & Conditioning	\$ 35,000.00	\$ 65,000.00
Customer Service Officer	\$ 30,000.00	\$ 44,000.00
Customer Service Officer - Call Centre	\$ 33,000.00	\$ 45,000.00
Exercise Physiologist	\$ 45,500.00	\$ 55,000.00
Finance Officer	\$ 40,000.00	\$ 50,000.00
Head Coach	\$ 50,000.00	\$ 65,000.00
Learn to Swim Instructor	\$ 35,500.00	\$ 45,000.00
Lifeguard	\$ 33,000.00	\$ 40,000.00
Learn to Swim Coordinator	\$ 40,000.00	\$ 55,000.00
Maintenance Coordinator	\$ 40,000.00	\$ 52,000.00
Maintenance Officer	\$ 33,000.00	\$ 45,000.00
One Stop Shop Team Leader	\$ 43,000.00	\$ 53,000.00
Program Coordinator	\$ 40,000.00	\$ 55,000.00
Senior Barista	\$ 33,000.00	\$ 45,000.00
Store Person	\$ 33,000.00	\$ 40,000.00
Venue Coordinator	\$ 40,000.00	\$ 55,000.00