

30 November 2017



**QUEENSLAND**

**SURF LIFE SAVING QUEENSLAND**

**ENTERPRISE AGREEMENT 2018**

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## PART 1 - INTRODUCTION

### 1.1 TITLE

This Agreement made pursuant to section 182 of the *Fair Work Act 2009* (Cth) will be referred to as the Surf Life Saving Queensland – Enterprise Agreement 2018.

### 1.2 DEFINITIONS

**"Acceptable employment"** means the offer of employment from the Employer or a new Employer that is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the Employee's terms and conditions of employment with the Employer immediately before the termination and the new Employer recognises the Employee's service with the Employer.

**"Act"** means the *Fair Work Act 2009* (Cth).

**"Advanced First Aid"** means a current Advanced First Aid Certificate.

**"Agreement"** means **Surf Life Saving Queensland – Enterprise Agreement 2018**.

**"AWU"** means the Australian Workers' Union.

**"ARTC"** means a current Advanced Resuscitation Technique Certificate.

**"Award"** means the Amusement, Events and Recreation Award 2010 [MA00080].

**"Base rate of pay"** means the rate of pay payable to the Employee for their ordinary hours of work, but not including incentive-based payments and bonuses, loadings, monetary allowances, overtime or penalty rates or any other separately identifiable amounts.

**"BM"** means a current Surf Life Saving Bronze Medallion, which includes a certificate 2 Public Safety (aquatic rescue).

**"Cert II"** means a current Certificate 2 in Public Safety.

**"Cert III"** means a current Certificate 3 in Public Safety (Aquatic Rescue).

**"Cert IV"** means a current Certificate 4 in Training and Assessment (Aquatic Rescue).

**"Classification"** means the skill and wage level to which an Employee is appointed by the Employer on engagement or promotion.

**"Drivers Licence"** means a drivers licence issued by the Queensland Department of Transport or a driver's licence recognised as valid by the Queensland Department of Transport for operating a vehicle on the road in Queensland.

**"Employee"** means an employee of the Employer who is classified under this Agreement.

**"Employer"** means Surf Life Saving Queensland Incorporated.

**"Essential Training"** shall mean training to hold and retain the certificates, licences (excluding a driver's licence) and or lifesaving awards as prescribed by the Employee's relevant classification pursuant to clause 3.1 of this Agreement.

**“Full rate of pay”** means the rate of pay payable to the employee, including incentive-based payments and bonuses, loadings, monetary allowance, overtime or penalty rates, and any other separately identifiable amounts.

**“FWC”** shall mean the Fair Work Commission.

**“First Aid Certificate”** means a current Operational First Aid Certificate, Senior First Aid Certificate or equivalent.

**“Gold Medallion”** means a current Surf Life Saving Australia Gold Medallion.

**“Immediate member of family or household”** means the following members of an Employee’s immediate family:

- (a) a spouse, child, parent, grandparent, grandchild or sibling of the Employee; and
- (b) a child, parent, grandparent, grandchild or sibling of a spouse of the Employee.

**“Lagoon Lifeguard”** shall mean an Employee who only performs work under this Agreement in Non-Ocean Water Areas.

**“Marine Licence”** means a marine licence issued by the Queensland Department of Transport or a marine licence recognised as valid by the Queensland Department of Transport for operating a vessel on the water in Queensland.

**“Mutual Agreement”** means a written agreement reached between the Employee and the Employer. This may include the initialling of the roster and/or timesheet by the Employee and the Employee’s Supervisor or Manager.

**“National Employment Standards”** mean the Part 2-2 of Chapter 2 of the Act.

**“Non-Essential Training”** shall mean all training provided by the Employer that is not essential training for an Employee’s relevant classification pursuant to clause 3.1 of this Agreement.

**“Non-Ocean Water Areas”** means all areas of water, which are not principally considered to be an ocean environment, including but not limited to rivers, dams and still water, or aquatic recreational facilities.

**“Ocean Lifeguard”** means an Employee who performs work under this Agreement in Ocean Water Areas.

**“Ocean Water Areas”** means areas of water, which are principally considered to be an ocean environment, including all ocean waters and ocean beaches and enclosed or protected ocean waters and bays.

**“Ordinary hours”** means for full-time Employees 38 hours per week and for part-time Employees the number of ordinary hours per week averaged over the period of their employment. It does not include overtime as set out in clause 4.2 of this Agreement..

**“Ordinary rate of pay”** means the rate of pay set out in clause 3.2.1 of this Agreement.

**“Parties”** means the Employer and the Employees.

**“Peak Period”** means school holidays periods in Queensland.

**“Permanent Employee”** means a full time or part time Employee.

**“Public Holiday”** means each of these days:

- a. New Years Day – 1 January, Australia Day – 26 January, Good Friday, Easter Saturday, Easter Monday, Anzac Day – 25 April, Christmas Day – 25 December, Boxing Day – 26 December, Labour Day; and
- b. Any other day declared by or under the law of Queensland excluding a day declared in substitution for a day named in paragraph (a) and excluding:
  - i. that is excluded by the *Fair Work Regulations 2009* (Cth) as a public holiday

“**Qualification hours**” means all casual, part time and full time hours worked by the Employee for the Employer over one or more engagements.

“**RWC**” means a current Rescue Water Craft Certificate.

“**Spouse**” includes a former spouse, a de facto spouse, or a former de facto spouse.

“**Transferred in employment**” means a where an Employees employment has been transferred from the Employer to a new Employer and the Employees period of service with the Employer counts as service with the new Employer and the new Employer recognises the Employees accruals under clauses 5.1 (Annual Leave), 5.2 (Personal/Carer’s and Compassionate Leave), and 5.4 (Parental Leave).

“**Week**” means for a full-time Employee 38 ordinary hours and for part-time Employees it means the average number of ordinary hours per week over the period of their employment with the Employer is less than 12 months.

“**Weeks’ pay**” shall mean the base rate of pay for the Employee concerned.

### **1.3 TERM AND OPERATION OF AGREEMENT**

#### **1.3.1 Operative Date**

This Agreement comes into operation on 1 July 2018.

#### **1.3.2 Term of the Agreement**

The nominal expiry date of the Agreement is 30 June 2021.

#### **1.3.3 Relationship to Modern Award**

It is the intention of the parties to this Agreement that it will replace all terms and conditions of any applicable Award/s, Industrial Agreement or Industrial Instrument or any variations thereto.

### **1.4 AGREEMENT COVERAGE**

Without limiting the generality of the foregoing, this Agreement shall apply to the Employer in the State of Queensland and to all work performed by Employees of the Employer contained in or in connection to the following-

- (a) all ocean waters and ocean beaches, including enclosed or protected ocean waters and bays; and
- (b) rivers and dams; and
- (c) still water recreational or aquatic facilities; and
- (d) community education.

### **1.5 PARTIES BOUND**

The Agreement shall be binding upon:

- a. Surf Life Saving Queensland Incorporated; and
- b. All Employees of the Employer classified under this Agreement; and
- c. Australian Workers' Union.

## **1.6 AGREEMENT FLEXIBILITY CLAUSE**

### **1.6.1 Individual Flexibility Arrangement**

The Employer and an Employee may agree to make an individual flexibility arrangement to vary the effect of the terms of this Agreement if:

- (a) the arrangement deals with 1 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 (a) above; and
- (c) the arrangement is genuinely agreed to by the Employer and the Employee.

### **1.6.2 The Employer's obligations in relation to an Individual Flexibility Arrangement**

The Employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the employee being better off overall than the Employee would be if no arrangement was made.

### **1.6.3 Requirements for making an Individual Flexibility Arrangement**

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 and conditions of his or her employment as a result of the arrangement; and

(e) states the day on which the arrangement commences.

#### **1.6.4 The Employee is entitled to a copy of the Individual Flexibility Arrangement**

The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

#### **1.6.5 Termination of Individual Flexibility Arrangement**

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.

### **1.7 EMPLOYEE ACCESS TO COPY OF THE AGREEMENT**

You will be provided with a copy of the Agreement upon request to the Employer at any time during your employment. A copy of the Agreement will be kept at the premises of the Employer and a copy is freely available on [www.fwc.gov.au](http://www.fwc.gov.au) (the Fair Work Commission website).



## **PART 2 - CONTRACT OF EMPLOYMENT**

### **2.1 LETTER OF APPOINTMENT**

**2.1.1** The Employer will give all Employees on engagement a letter setting out the following:

- (a) Employment Category (full-time, part-time or casual);
- (b) Job Level (Level 1, Level 2, Level 3, Level 4, Level 5, Level 6, Level 7, Level 8, Level 9, or Level 10);
- (c) Wage Rate (full-time/part-time or casual); and
- (d) The Employee's probationary period.

#### **2.1.2 Period of Probation**

A new Employee will be subject to a probationary period of six (6) months.

### **2.2 TERMINATION OF EMPLOYMENT**

#### **2.2.1 Notice on termination by the Employer**

Subject to clause 2.2.3, the amount of notice, or compensation instead of notice, for a full-time or part-time Employee (casual employees are not entitled to notice) is based upon the Employee's length of continuous service with the Employer and their age. The following periods of notice apply:

<b>Length of Employee's Continuous Service with the Employer at the end of the notice period</b>	<b>Employee under 45</b>	<b>Employee 45 and over</b>
Less than 1 year	1 week	1 week
1 year but less than 2 years	2 weeks	2 weeks
2 years but less than 3 years	2 weeks	3 weeks
3 years but less than 5 years	3 weeks	4 weeks
5 years and over	4 weeks	5 weeks

#### **2.2.2 Paying out the Notice Period**

The Employer may make payment in lieu of the above notice to an Employee or may consent to an Employee working out part of the notice period and making a payment for the remainder of the notice period. If the Employer pays the Employee in lieu of notice then the Employee must be paid at least amount the Employer would have been liable to pay the employee at the Employee's full rate of pay for the hours they would have worked had the employment continued until the end of the period of notice.

#### **2.2.3 When the Employer is not required to provide notice of termination**

The period of notice in clause 2.2.1 will not apply in the case of:

- (a) termination for reasons that are serious misconduct;
- (b) casual Employees;

- (c) An Employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement;
- (d) Employees employed for a specified period of time or for a specified task or for the duration of a specified season; and
- (e) An Employee prescribed by the *Fair Work Regulations 2009* (Cth)

#### **2.2.4 Serious Misconduct**

Depending on the circumstances the term serious misconduct includes:

- failure to follow a reasonable and lawful direction
- unauthorised removal or wilful destruction of the Employer's property
- fraud or attempted fraud against Employer for example falsification of a timesheet
- working under the influence of alcohol and/or illegal substances or intoxicants
- possession, consumption, use, or sale of illegal substance or intoxicants at the workplace
- fighting at the workplace that is unprovoked or in not self-defence
- deliberate acts of negligence or serious breaches of workplace, health, and safety
- a serious breach of the Employer's policy or procedures
- all forms of discrimination and sexual harassment
- conviction of any serious crime(s) that is related to the responsibilities of the position
- breach of duty of good faith or confidentiality, for example disclosure of confidential information without the consent of the Employer
- serious breach of the *Privacy Act 1998*
- deliberate misrepresentations in order to obtain employment with the Employer
- failure to notify the Employer of a non-attendance at the Employee rostered ocean or non ocean water area
- Causing a serious and imminent risk to the reputation, viability or profitability of SLSQ.

#### **2.2.5 Notice of Termination by an Employee**

The notice of termination required to be given by a full-time or part-time Employee shall be as follows:

<b>Length of Employee's Continuous Service with the Employer at the end of the notice period</b>	<b>Employee under 45</b>	<b>Employee 45 and over</b>
Less than 1 year	1 week	1 week
1 year but less than 2 years	2 weeks	2 weeks
2 years but less than 3 years	2 weeks	3 weeks
3 years but less than 5 years	3 weeks	4 weeks
5 years and over	4 weeks	5 weeks

<b>Length of Employee's Continuous Service with the Employer at the end of the notice period</b>	<b>Employee under 45</b>	<b>Employee 45 and over</b>
Less than 1 year	1 week	1 week
1 year but less than 2 years	2 weeks	2 weeks
2 years but less than 3 years	2 weeks	3 weeks
3 years but less than 5 years	3 weeks	4 weeks
5 years and over	4 weeks	5 weeks

### **2.2.6 Payment for Notice**

The Employer will only pay for the remainder of the notice not worked if the Employee is available to work and has not been terminated for serious misconduct or has agreed to work out a shorter notice period. The Employer is only required to pay notice prescribed above in clause 2.2.5 in the event the Employee resigns their employment regardless of the length of notice supplied by the Employee.

### **2.2.7 Authorised Deduction by the Employer for any notice not worked**

If an Employee fails to give the notice required on resignation or to work out the notice then the Employee authorises the Employer to deduct from any termination monies due to them an amount equivalent to notice period or the period of notice not worked.

## **2.3 REDUNDANCY**

### **2.3.1 Definition of Redundancy**

Redundancy occurs when the Employer decides that it no longer requires that the job a full-time/part-time or salaried Employee is performing to be performed by anyone and this is not due to the ordinary and customary turnover of labour.

### **2.3.2 Transfer to Lower Paid Duties**

If the Employer transfers an Employee to lower paid duties the Employee will receive the same period of notice of transfer as they would have been entitled to if the Employer had terminated their employment. However, instead of giving the Employee the notice period the Employer may elect to pay out the notice period. In this event the Employer will pay the Employee an amount equal to the difference between the Employee's former base rate of pay and the new lower base rate for the number of weeks of the notice period that it is required to give the Employee.

### **2.3.3 Time Off during the Notice Period**

All full-time/part-time and salaried Employees are entitled to up to one (1) paid day off during their notice period to look for other employment. If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request

of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

### 2.3.4 Redundancy Entitlement

Where the Employer decides to terminate an Employee's employment because the Employer has made the Employee's position redundant then, as well as notice or payment in place of notice, the Employer will pay the Employee a severance payment according to the following table:

<b>Employee's period of continuous service with the employer on termination</b>	<b>Redundancy pay period</b>
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

### 2.3.6 Where an Employee is not entitled to Redundancy Benefits

An Employee who is retrenched is not entitled to any redundancy benefits if the Employee has:

- (a) less than 1 year's continuous service with the Employer at the time the job is declared redundant; or
- (b) unreasonably refused acceptable alternative employment offered by the Employer or a new employer; or
- (c) accepts acceptable alternative employment offered by the Employer or a new employer; or
- (d) where the Employee is transferred in employment;
- (e) is a casual Employee or is an Employee engaged for a specific task or period; or
- (f) agreed to perform work in another role as an Employee of the Employer after the Employee's original role is declared redundant; or
- (g) suffered an injury or illness of a kind which results in a medical determination of Total and Permanent Disability during or before the Redundancy Notice Period commences;
- (h) terminates employment during the Redundancy Notice Period without the Employer's prior approval, unless the approval is unreasonably withheld;
- (i) been terminated by the Employer prior to the date of the Employees redundancy; or
- (j) where the termination of employment is due to ordinary and customary turnover of labour, particularly where the Employer has lost a contract to supply life guarding services and Employees are terminated in accordance with this clause the Employer shall not be liable to pay Employees redundancy pay entitlements. Please note that Employer will make reasonable efforts to secure acceptable alternative employment with the new employer.

## **2.4 JOB ROTATION**

### **2.4.1 Employer relocating an Employee to a new location**

The Employer may rotate or relocate an Employee from one location to another provided that the transfer is reasonable taking into account the Employee's personal needs and circumstances, any extra travelling time and or expense, the employee's family responsibilities, any demonstrated hardship on the employee and the operational requirements of the business. The Employer will provide the Employee with four (4) weeks' notice of the relocation.

### **2.4.2 Employer may require an Employee to perform alternate job**

The Employer may require any Employee employed pursuant to this Agreement to perform alternate duties, provided that the Employee possesses the appropriate skills to perform the work.

### **2.4.3 Employer may require an Employee to change working times**

The Employer may require an Employee working times to suit the operational requirements of the business, provided that Employer takes into account the Employees individual needs and circumstances.

## **2.5 PERFORMANCE MANAGEMENT**

### **2.5.1 Disciplinary Procedure**

#### **Mission Statement**

The Employer will endeavour to provide to the Employer regular constructive information concerning their performance. The Employer will promote a workplace where an Employee can seek support and advice from their team and Supervisor. The Employer will seek to set clear performance expectations for an Employee.

Where Employees conduct or performance is unacceptable the Employer shall use the following Counselling and Warning Procedures will apply to all Employees covered by this Agreement:

#### **Verbal Warning/Counselling**

If the Employees' conduct, capacity or performance do not meet Company standard the Employee may, depending on the circumstances, be formally counselled and warned. A record of this counselling or warning will be noted and a copy will be provided to the Employee on request.

#### **First Written Warning**

If the Employer considers that the Employee conduct, capacity or performance has been unsatisfactory and has not met Company standards a written warning may be issued to the Employee , provided that the Employer may skip this step and issue a First and Final warning if the Employee's conduct, capacity or performance warrants the issue of such a warning.

#### **Final Written Warning**

If after the first written warning has been issued and the Employee continues or has other unsatisfactory conduct, capacity or performance issue/s that do not meet Company standards a final written warning may be issued to the Employee.

#### **Termination**

If after the Employee has been issued with a final written warning and the Employee's conduct, capacity or performance continues not to meet the Employees position expectations, the Employers Policy and Procedures, standards as contained in the Employee Handbook or their contractual obligations to the Employer then the Employees' employment may, depending on the circumstances, be terminated.

### **Procedural Fairness**

Prior to issuing any warning the Employer will investigate the incident and then the Employer will provide the Employee the allegations and then an opportunity to respond to the allegation/s prior to making a final determination. Where the Employee's performance is below the required standard the Employer will discuss to assist the Employee to meet the required standard. s performance to improve. A Performance Management Plan is created which includes a timeline and measures for improvement.

#### **2.5.2 Disciplinary Procedure – Summary Dismissal**

Where it is alleged that an Employees' conduct may warrant summary dismissal the Employer will investigate the incident. The Employer will then provide the Employee an opportunity to respond to the allegation/s prior to making a final determination. If the Employer is then satisfied that the Employee conduct was serious misconduct then the Employer may terminate the Employees employment without notice.

#### **2.5.3 Employer may suspend the Employee**

If the Employer considers there may be grounds to terminate the Employees' employment the Employer may suspend the Employee on full pay for whilst the Employer conducts an investigation into the incident(s).

#### **2.5.4 Representation**

The Employee may be represented at any of the above steps.

#### **2.5.5 Probationary Period**

The Employer will not be required to follow the above procedure prior to terminating an Employee during their probationary period.

### **2.6 FITNESS TESTING**

#### **2.6.1 Fitness Testing**

All Employees employed pursuant to this Agreement must successfully pass at least three (3) designated fitness tests per calendar year. In addition to the designated tests the Employer may require that an Employee sit a fitness test at anytime. The Employer may request that an Employee perform a fitness test whilst the Employee is rostered to work.

#### **2.6.2 Failure of the Fitness Test**

If an Employee fails a fitness test the following shall apply: -

- (a) The Employee will be suspended until the Employer can arrange a second fitness test. A full time or part time Employee will be paid for a maximum of two (2) days whilst suspended. The second fitness test will occur without delay as soon as is practical at a time mutually agreed between the Employer and the Employee. The Employee will be warned that continued failure may result in termination.

- (b) If the Employee fails the second fitness test the Employee the Employee will be considered not able to carry out the inherent requirements of their position and will be stood down without pay, until a third fitness test. This period will normally not exceed one (1) month unless otherwise mutually agreed between the Employer and the Employee. The Employee will be able to access any accrued annual leave. The Employee will be warned that continued failure will result in termination.
- (c) During any unpaid stand down period under this clause the Employee may access their annual leave.

### **2.6.3 Failure to Attend for Scheduled Fitness Test**

Where the Employee fails to attend for a fitness test it will be re-scheduled. If an Employee fails to attend for a second fitness test then the Employee will be stood down without pay until they pass a fitness test.

### **2.6.4 Termination after Third failure**

If an Employee fails a third test the Employee will be given an opportunity to explain their failure. The Employer may then terminate the Employee after the third failure.

### **2.6.5 Payment for Fitness Tests**

Fitness tests shall be conducted on the Employer's time. The minimum engagement of three (3) hours shall not apply in the case of fitness testing where the test is concluded in less than three (3) hours. All fitness testing shall be paid at base time rate of pay together with any applicable penalty.

## **2.7 ABANDONMENT OF EMPLOYMENT**

### **2.7.1 Abandonment**

Where an Employee fails to attend work for at least three (3) consecutive rostered shifts and fails to notify the Employer of their non-attendance the Employer will make a fair and reasonable attempt to locate the Employee in order to establish their whereabouts and whether they wish to continue employment with the Employer.

### **2.7.2 Termination**

Except in the case of extreme circumstances (e.g. natural disaster or hospitalisation) where an Employee has not attended work and not notified the Employer of their reasons for their non-attendance within three (3) consecutive days of their failure to attend their rostered shift they will be deemed to have abandoned their employment with the Employer and have terminated their contract of employment with the Employer. The Employer will consider re-employing an Employee terminated under this clause where an Employee presents with a genuine excuse for their absence.

## **2.8 STAFF MEETINGS, TRAINING & PROFESSIONAL DEVELOPMENT**

Where the Employer and the Employee agree that the Employee will attend for staff meeting, training or professional development the Employer shall pay the Employee at the base rate of pay for time they attend at that activity. An Employee attending a named activity will not be due overtime payments in accordance with clause 4.2 (Overtime) of this Agreement. The minimum engagement of three (3) hours shall not apply where the activity is concluded in less than three (3) hours. This paid time will not count towards the base time worked by an Employee on that day. These activities will be voluntary.

## **2.9 LIFEGUARD AWARDS AND PROFICIENCIES**

### **2.9.1 Employer may require an Employee to attend essential training**

The parties agree that Employees are required to hold and retain certain essential Certificates (i.e. first aid, RWC, ARTC,), Licences (i.e. marine and or drivers), and lifesaving awards for the Employee to carry out their job.

The Employer may require an Employee to attend training which is essential for the Employee to work as a lifeguard in their classification. The Employer will pay for this essential training and the Employee's time to attend that training at the Employee's base time rate of pay, provided that:

- (a) the training paid time will not be counted towards the Employee's base time for that work day; and
- (b) a casual Employee will not receive paid time for their first essential training however thereafter the Employer will provide requalification training during paid time.

### **2.9.2 Non-Essential Training**

The parties recognise that the Employer provides a range of training available for an Employee that is optional to allow an Employee to further their skills and career path. This training will not be a requirement for an Employee to hold and retain their employment with the Employer. The Employer will not require an Employee to attend this training. Where the Employer provides an Employee with non-essential training then the Employer shall pay for the cost of the training. The Employer will not be liable to pay the Employee to attend the training however depending on the circumstances the Employer may pay for the Employee to attend the training. The Employer will inform the Employee, prior to the Employee commencing the training, whether the Employer will pay for the Employee's time to attend the training.

### **2.9.3 Repayment of non-essential training**

Where an Employee undertakes non-essential training and the Employee's employment is terminated (either by the Employer or Employee) within twenty four (24) months of the date of completion of the training the Employer will be able to deduct a pro rata amount (rounded to the closest month) for the cost of training from the Employee's termination monies. (Examples of the pro rata calculation used in this clause – if an employee serves twelve (12) months after the completion date of the training and then their employment is terminated then the employee will owe half of the cost of the training; if an employee serves twenty two (22) months after the completion date of the training and then their employment is terminated then the employee will owe one twelfth (1/12) of the cost of the training).

Where the Employee wants to attend non-essential training the Employer will inform the Employee prior to the Employee commencing the training of the following:

- a. the provision of this Agreement;
- b. the cost of the training; and

the Employer will obtain the Employee's prior written consent prior to the employee undertaking the training.

### **2.10 CAREER PROGRESSION**

The Employer acknowledges that career lifeguards have exceptional skills and experience. The Employer will, in consultation with the Employee group, develop a career path for career lifeguards who can no longer meet the physical requirements of the job. Where appropriate this will involve transfer to a lagoon environment and/or career planning with individual Employees for non-lifeguarding roles. The Employer will offer full time employees with free career guidance on post lifeguarding careers.



## **PART 3 - JOB LEVELS AND WAGES**

### **3.1 DEFINITIONS OF CLASSIFICATIONS**

#### **3.1.1 Minimum Qualifications**

Prior to engagement Employees are required to attain the following minimum qualifications and skills to be eligible for appointment at any classification level:

- (a) Surf Life Saving Association Bronze Medallion (BM).
- (b) First Aid Certificate;
- (c) Certificate 2 in Public Safety; and
- (d) Advanced Resuscitation Techniques Certificate.

#### **3.1.2 Level 1**

##### **Service & Qualifications**

A Casual Employee who is required to perform rookie lifeguarding duties in either ocean water or non-ocean water areas as defined by clause 1.3 (Definitions) of the Agreement. A rookie lifeguard shall work under the supervision of a lifeguard and their service as a rookie lifeguard will not count towards the service requirements for the remainder of the classification structure. A rookie lifeguard will be under 18 years age.

#### **3.1.3 Level 2**

##### **Service & Qualifications – Lagoon Lifeguard**

###### **Service**

A Casual employee in their first six (6) months of continuous full time equivalent employment with the Employer (988 qualification hours) that is required to work in non ocean water areas.

###### **Qualifications**

An Employee at this level is required to hold a Surf Life Saving Association Bronze Medallion, Cert II Public Safety ( Aquatic Rescue), First Aid Certificate, Advanced Resuscitation Techniques Certificate and Physical and Practical Testing Requirements for location.

##### **Service & Qualifications – Ocean Lifeguard**

###### **Service**

A Casual employee in their first six (6) months of continuous full time equivalent employment with the Employer (988 qualification hours) that is required to work in ocean water areas .

###### **Qualifications**

An employee at this level is required to hold a Surf Life Saving Association Bronze Medallion, Cert II Public Safety (Aquatic Rescue), First Aid Certificate, Advanced Resuscitation Techniques Certificate, Physical and Practical Testing Requirements for location and 4WD Induction, ATV Induction and RWC Operators if required for location.

#### **3.1.4 Level 3**

##### **Service & Qualifications – Lagoon Lifeguard**

###### **Service**

A Casual Employee after completing 6 months of continuous full time equivalent employment with the Employer (988 qualification hours) that is required to work in non ocean water areas.

###### **Qualifications**

An employee at this level is required to hold in addition to the requirement of level 2 a Silver Medallion Basic Beach Management Certificate.

#### **Service & Qualifications – Ocean Lifeguard**

##### **Service**

A Casual Employee after completing 6 months of continuous full time equivalent employment with the Employer (988 qualification hours) that is required to work in ocean water areas .

##### **Qualifications**

An employee at this level is required to hold in addition to the requirement of level 2 a Gold Medallion, a Silver Medallion Basic Beach Management Certificate..

### **3.1.5 Level 4**

#### **Service & Qualifications – Lagoon Lifeguard**

##### **Service**

A Casual Employee after completing 12 months of continuous full time equivalent employment with the Employer (1976 qualification hours) that is required to work in non ocean water areas .

##### **Qualifications**

An employee at this level is required to hold in addition to the requirement of level 3 a Advanced First Aid Certificate

#### **Service & Qualifications – Ocean Lifeguard**

##### **Service**

A Casual Employee after completing 12 months of continuous full time equivalent employment with the Employer (1976 qualification hours) that is required to work in ocean water areas .

##### **Qualifications**

An employee at this level is required to hold in addition to the requirement of level 3 a Advanced First Aid Certificate

### **3.1.6 Level 5**

##### **Service**

A Casual Employee after satisfactory completion of 4 years full time equivalent employment with the Employer (7904 qualification hours) that is required to work in ocean water areas .

##### **Qualifications**

An employee at this level is required to hold in addition to the requirement of level 4 a Cert III Public Safety (Aquatic Rescue).

### **3.1.7 Level 6**

##### **Service**

A Permanent Employee who is in their first 24 months of continuous full time equivalent employment with the Employer (3952 qualification hours) that is required to work in ocean water and non ocean waters areas .

##### **Qualifications**

An employee at this level is required to hold a Surf Life Saving Association Bronze Medallion, Cert II Public Safety ( Aquatic Rescue), First Aid Certificate, Advanced Resuscitation Techniques Certificate and 4WD Induction, ATV Induction and RWC Operators if required for location.

### **3.1.8 Level 7**

#### **Level 7 -Lifeguard**

## **Service**

A Permanent Employee after completing 24 months of continuous full time equivalent employment with the Employer (3952 qualification hours) that is required to work in ocean water and non ocean waters areas .

## **Qualifications**

An employee at this level is required to hold in addition to the requirement of level 6 a Gold Medallion, a Silver Medallion Basic Beach Management Certificate..

## **Level 7 -Supervisor**

### **Service**

A Lifeguard Supervisor Permanent Employee who is in their first 36 months of continuous full time equivalent employment with the Employer that is required to work in ocean water and non ocean waters areas .

### **Qualifications**

An employee at this level is required to hold a Surf Life Saving Association Bronze Medallion, Cert II Public Safety ( Aquatic Rescue), First Aid Certificate, Advanced Resuscitation Techniques Certificate and 4WD Induction, ATV Induction and RWC Operators if required for location.

## **3.1.9 Level 8**

### **Level 8 -Lifeguard**

#### **Service**

A Permanent Employee after completing 36 months of continuous full time equivalent employment with the Employer (5928 qualification hours) that is required to work in ocean water and non ocean waters areas.

#### **Qualifications**

An employee at this level is required to hold in addition to the requirement of level 7 a Advanced First Aid Certificate and Cert III Public Safety ( Aquatic Rescue)

### **Level 8 -Supervisor**

#### **Service**

A Lifeguard Supervisor Permanent Employee after completing 36 months of continuous full time equivalent employment with the Employer or 18 months lifeguard supervision that is required to work in ocean water and non ocean waters areas .

#### **Qualifications**

An employee at this level is required to hold in addition to the requirement of level 6 a Gold Medallion, Silver Medallion Basic Beach Management,, Advanced First Aid Certificate, Cert III Public Safety ( Aquatic Rescue).

## **3.1.10 Level 9**

### **Level 9 -Lifeguard**

#### **Service**

A Permanent Employee after completing 48 months of continuous full time equivalent employment with the Employer (7904 qualification hours) that is required to work in ocean water and non ocean waters areas .

#### **Qualifications**

An employee at this level is required to hold the requirements of Level 8

**Level 9 -Supervisor  
Service**

A Lifeguard Supervisor Permanent Employee after completing 48 months of continuous full time equivalent employment with the Employer that is required to work in ocean water and non ocean waters areas .

**Qualifications**

An employee at this level is required to hold in addition to the requirement of level 8 a Cert IV Training and Assessment.

**3.1.11 Level 10**

**Level 10 -Lifeguard  
Service**

A Permanent Employee who has attained the requirements of level 9 and has held that level for a minimum period of 24 months and after the employees annual performance review will have been promoted at the description of the employer. The employer can also demote an employee from this level to level 9 if the employee's level does not meet the required standard.

**Qualifications**

An employee at this level is required to hold the requirements of Level 9.

**Level 10 -Supervisor  
Service**

A Lifeguard Supervisor Permanent Employee who has attained the requirements of level 9 and has held that level for a minimum period of 24 months as a lifeguard Supervisor and after the employees annual performance review will have been promoted at the description of the employer. The employer can also demote an employee from this level to level 9 if the employee's level does not meet the required standard.

**Qualifications**

An employee at this level is required to hold the requirements of Level 9.

**3.1.12 Where a Lifeguard works in both Lagoon & Ocean Environments**

Where a lifeguard works both ocean and lagoon environments they will be classified as an ocean lifeguard for all work performed under this Agreement, provided that the lifeguard retain and holds the appropriate qualifications and fitness to work in both environments.

**3.1.13 Recognition of Previous External Experience**

The Employer will recognise, for the purposes of this classification structure, an employee's previous external lifeguard service and qualification provided that that service and qualification complies with [International Life Saving Federation](#) standards.

### 3.2 WAGES

#### 3.2.1 Wages

The rate of pay to be paid to Employees will be:

**RATES OF PAY FOR EMPLOYEES OPERATIVE FROM THE FIRST FULL PAY PERIOD ON OR AFTER 1  
JULY 2018**

<b>JOB LEVELS</b>	<b>PERMANENT RATE OF PAY  (RATE PER WEEK)</b>	<b>PERMANENT HOURLY RATE OF PAY  (RATE PER HOUR)</b>	<b>CASUAL HOURLY RATE OF PAY  (RATE PER HOUR)</b>	<b>SUNDAY RATE  (RATE PER HOUR)</b>	<b>PUBLIC HOLIDAY RATE  (RATE PER HOUR)</b>
<b>LEVEL 1 Under 18 years of Age</b>	N/A	N/A	\$19.0000	\$26.6000	\$38.0000
<b>LEVEL 2 Lagoon Lifeguard Ocean Lifeguard</b>	N/A	N/A	\$25.3569 \$26.8683	\$35.4997 \$37.6156	\$50.7138 \$53.7366
<b>LEVEL 3 Lagoon Lifeguard Ocean Lifeguard</b>	N/A	N/A	\$25.7527 \$27.8807	\$36.0538 \$39.0330	\$51.5045 \$55.7614
<b>LEVEL 4 Lagoon Lifeguard Ocean Lifeguard</b>	N/A	N/A	\$26.8683 \$28.9033	\$37.6156 \$40.4646	\$53.7366 \$57.8066
<b>LEVEL 5</b>	N/A	N/A	\$32.4982	\$45.4975	\$64.9964
<b>LEVEL 6</b>	\$956.66	\$25.1752	N/A	\$37.7656	\$75.5256
<b>LEVEL 7 Lifeguard Supervisor</b>	\$997.25 \$1166.47	\$26.2434 \$30.6947	N/A	\$39.3602 \$46.0498	\$78.7302 \$92.0849
<b>LEVEL 8 Lifeguard Supervisor</b>	\$1027.00 \$1209.10	\$27.0264 \$31.8110	N/A	\$40.5392 \$47.7255	\$81.0792 \$95.4578
<b>LEVEL 9 Lifeguard Supervisor</b>	\$1067.59 \$1251.30	\$28.0945 \$32.9230	N/A	\$42.1435 \$49.3967	\$84.2835 \$98.7834

<b>LEVEL 10 Lifeguard Supervisor</b>	\$1111.44 \$1289.50	\$29.2484 \$33.9340	N/A	\$43.8755 \$50.9023	\$87.7452 \$101.8012

Please note that casual rates of pay may be paid at Levels 5 to 10 inclusive.

### 3.2.2 Wage Increases

The wage rates and allowance set out in clauses 3.2.1 and 3.6.1 (Acting Supervisors Allowance) will increase:

- a. in accordance with the annual determinations by the FWC for the years 2018, 2019 and 2020 and 2020.

### 3.2.3 Additional Wage Increase

The permanent rate of pay per week set out in clauses 3.2.1 will (in addition to the wage increases in clause 3.2.2 of the Agreement) increase by:

- a. \$8.36 per week on the first full pay period on or after 1 July 2018;
- b. \$8.36 per week on the first full pay period on or after 1 July 2019; and
- c. \$8.36 per week on the first full pay period on or after 1 July 2020.

### 3.2.4 Wage Inclusions

The parties recognise that wages include payment for the following:

- a. adverse working conditions;
- b. use of a trailer (i.e. for transporting of jet ski, boats etc.);
- c. the scheduling of such rest pauses so as to appropriately meet operational requirements of the Employer;
- d. the requirements of clauses 4.4.3 (Meal Breaks whilst on Patrol) and 4.5.2 (Rest Breaks whilst on Patrol) of this Agreement);
- e. for the extra responsibilities of lifeguarding in remote locations where there are limited emergency services (i.e. water police, ambulance)
- f. hazardous working conditions (i.e. stinging jellyfish, crocodiles etc.); and or
- g. wet weather including cyclonic conditions.

## 3.3 JUNIOR EMPLOYEES

### 3.3.1 Definition of Junior Employee

An Employee classified under this Agreement who is less than 18 years of age and is appointed as a rookie lifeguard is for the purposes of this Agreement a junior Employee.

### 3.3.2 Proof of Age by

The Employer can request the Employee to produce a proof of their age.

## 3.4 PAYMENT OF WAGES

### 3.4.1 Fortnightly Payment

The Employer shall pay wages on a fortnightly basis in arrears by credit transfer into an account nominated by the Employee. Should a public holiday fall on the nominated payday then the Employee will be paid the next working day. Provided that where an Employee enters into a salary sacrificing

arrangement with the Employer the salary sacrificing deductions may be paid monthly.

#### **3.4.2 Payment on Termination**

Except in the case of an Employee being dismissed at a time that is outside the Employer's banking hours, an Employee leaving the service of the Employer will be paid all wages and entitlements due within 72 hours of ceasing employment.

#### **3.4.3 Underpayments**

Where an Employee has been underpaid and the underpayment is in excess of one hundred dollars (\$100) then the Employer will make the payment within three (3) days. Where the underpayment is less than one hundred dollars (\$100) the Employer will transfer the underpayment amount into the employee's bank account with their next scheduled pay.

#### **3.4.4 Overpayments**

An Employer may deduct from any amount required up to a maximum of ten percent (10%) of the Employee's full rate of pay for a week unless otherwise agreed to be paid to an Employee under this clause the amount of any overpayment. If an overpayment occurs, discussions with the affected Employee will be held before the recovery is made. The Employer will take into account the Employee's personal requirements prior to deducting the overpaid amount.

### **3.5 SUPERANNUATION**

#### **3.5.1 Superannuation**

The Employer will contribute on a monthly basis in arrears an amount equal to the statutory requirement of the Employees ordinary time earnings into Intrust Super or such other superannuation fund as mutually agreed between the Employer and the Employee in accordance with the relevant superannuation legislation.

### **3.6 ALLOWANCES**

#### **3.6.1 Acting Supervisors Allowance**

Any Employee temporarily appointed by the Employer to act in a relief capacity as a supervisor of other Employees shall be paid \$16.00 per day. This allowance is payable when they are required to perform the duties of a Lifeguard Supervisor, these duties will include rostering, supervising, responsibility for a region or part of a region, media contact and other such duties as may be required by SLSQ.

#### **3.6.2 Supervisor Telephone and Computer Usage Allowance**

Where a Lifeguard Supervisor (or an employee acting in that capacity) is required by the Employer to use a telephone, computer or notebook computer whilst not at work to perform supervisory work (i.e. rostering, responding to emergent situations, media statements or enquires etc.) then the Employer will pay that Employee a daily allowance of \$7.14 per day.

#### **3.6.3 Allowances not All Purpose**

The allowances at sub-clauses 3.6.1 and 3.6.2 are not an all purpose allowances and accordingly these allowances shall not apply to an Employee whilst they are on annual leave, personal leave, compassionate, long service, jury service or any other leave.

#### **3.6.4 Senior Lifeguard Allowance**

The Employer will pay to an Employee appointed by the Employer as Senior Lifeguard the Senior Lifeguard Allowance in recognition of the requirement for that Employee to assist and provide leadership, training, support, and supervision (please note that the Acting Supervisors Allowance is payable when a lifeguard is temporarily performing the duties of a Lifeguard Supervisor on a day, as required by the Employer) to other Lifeguards and for roving beaches. This allowance shall be paid for all purposes of this Agreement, in accordance with the following table:

Classification Level/s	Senior Lifeguard Allowance
Levels 7, 8 & 9	\$10.00 per week
Level 10	\$15.00 per week

This allowance will not be paid to Senior Lifeguards employed as Lifeguard Supervisors.

### **3.6.5 Transport allowance**

Where an Employee agrees to a request from their Employer to use the Employee's own motor vehicle for the purpose of travelling on the Employer's business, the Employer will pay the employee an allowance of \$0.78 per kilometre travelled.

### **3.7 SUNDAY PENALTY RATE**

All ordinary time worked by any Employee between midnight Saturday and midnight Sunday shall be paid for at time and a half (150%). The minimum payment for work between midnight Saturday and midnight Sunday will be four (4) hours.

### **3.8 POOL & AQUATIC CENTRE ACCESS**

In order to assist an Employee to maintain the necessary levels of fitness required, the Employer will provide a Lifeguard with free entry to nominated swimming pools and aquatic centres as designated by the Employer.



## **PART 4 - HOURS OF WORK, OVERTIME, ROSTERS, AND BREAKS**

### **4.1 HOURS OF WORK**

#### **4.1.1 Hours of Work - Full-time Employees**

The arrangement of hours of work for a full-time Employee will be implemented as follows:

- (a) Up to an average of 152 hours in a 4 week cycle;
- (b) All ordinary hours are to be worked with a maximum of 10 hours per day, provided that an Employee and the Employer may agree to work up to 12 ordinary hours per day;
- (c) All ordinary time worked is to be completed within 20 days each 28 day cycle; and
- (d) All ordinary hours are to be worked any hours Monday to Sunday.

#### **4.1.2 Hours of Work - Part-time Employees**

- (a) The Employer and the Employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.
- (b) A part-time Employee will be paid for the hours worked each week on an hour for hour basis. The Employer and the Employee may agree in writing to extend the ordinary hours of work up to the daily or weekly maximums;
- (c) A minimum of 15 hours per week and less than 38 ordinary hours a week;
- (d) All ordinary hours are to be worked with a minimum of 3 hours per shift and a maximum of 10 hours per day, provided that an Employee and the Employer may agree to work up to 12 ordinary hours per day; and
- (e) All ordinary hours are to be worked any hours Monday to Sunday; and
- (f) Regardless of the above where a provision of the Award allows for the Employer and a part time Employee to agree to alter their hours of work so will this Agreement.

#### **4.1.3 Hours of Work - Casual Employee**

Casual Employees may work within the following arrangement of hours:

- (a) A minimum of 3 hour per shift and a maximum of 10 hour shift;
- (b) The maximum ordinary hours per week will be 38 hours per week;
- (c) A casual Employee who reports for work and is not allowed to start will be paid for three (3) hours;
- (d) All ordinary hours are to be worked between any hours Monday to Sunday;
- (e) The casual loading shall not be paid on overtime;

- (f) The casual loading shall not be paid for work on public holidays; and
- (g) The following formula will be used to calculate the applicable casual rate where a relevant penalty percentage applies: -

$$\begin{array}{rclcl}
 25\% \text{ of the} & & \text{(Base rate of (pay} & & \text{Relevant} & & \text{)} & & \text{Applicable} \\
 \text{Base rate of pay} & + & & \text{X} & \text{Penalty} & & \text{)} & = & \text{Casual} \\
 \text{for a permanent} & & & & \text{Percentage} & & \text{)} & & \text{Hourly Rate} \\
 \text{Employee} & & & & & & & & 
 \end{array}$$

## **4.2 OVERTIME**

### **4.2.1 Overtime**

All time worked in excess of the ordinary working hours in accordance with sub clause 4.1 shall be deemed overtime and paid for at the rate of time and a half for the first three (3) hours and double time thereafter.

### **4.2.4 Rest Period on Overtime**

Employees will be entitled to at least ten (10) consecutive hours off duty after performing overtime. Provided that eight (8) hours may be substituted for ten (10) where there is agreement between the Employer and the Employee.

### **4.2.5 Meal allowance**

An Employee who is required to work overtime for two or more hours immediately after the completion of their ordinary hours of work on an ordinary working day must be paid a meal allowance of \$11.10 unless the Employer provides a meal.

## **4.3 ROSTERS/SCHEDULING**

### **4.3.1 Drafting of Roster**

Except in the case of an Employee appointed as a Supervisor under this Agreement, the Employer will draft each roster based on the business needs, hours of operation, level of responsibility, skill level, holidays, and illness. The two overriding principles to develop the roster for lifeguards are as follows:

- a. Rosters shall be developed to ensure public safety on the patrolled beaches including consideration of staff experience, ability and development; and
- b. All rostered work will be based on satisfactory performance.

After consideration of the above the following will apply:

- b. Permanent employees (Full-time or Part-time) will be allocated shifts first. If requests from staff exceed the shifts available, fair and equitable principles will apply;
- c. Part-time employees hours will be based on their set regular hours, however they may work additional hours (up to 38 hours per week) if they agree to these hours being paid at the base rate together with any applicable penalty;
- d. Casual employees shall be rostered as required. Hours shall be determined with consideration of points a) and b) above and the employee's availability.

### **4.3.2 28 Day Roster Cycle**

The Employer will be able to draft a twenty-eight (28) day period roster cycle for full time Employees. The Employer will provide this roster at least twenty one (21) days prior to the roster cycle. The Employer may alter this roster with the notice provided for in this clause. Where an Employee seeks a change (for reasons other than those contained at section 65 of the Act (request for flexible working arrangements))

then the Employee must seek and obtain written approval from their supervisor prior to altering their roster, **the Employer will not refuse reasonable requests for a roster change.**

#### **4.3.3 Roster Posting**

Rosters will be drawn up and where practicable posted 7 days in advance of the commencement of the roster cycle.

#### **4.3.4 Roster Changes**

Rosters may be changed by the Employer either before or during a roster cycle on giving the Employee at least **48 hours** notice or such lesser period as mutually agreed between the Employee and the Employer, **provided that the Employer will takes into account the Employee's family responsibilities.**

#### **4.3.5 Roster Swaps**

The Employer will permit Employees to swap their rosters shifts provided that:

- a. the Employees swapping their shifts meet the skill and experience requirements of the Employer for the swapped shift; and
- b. **the roster swap will not cost the Employer any extra money, provided that this caveat will not apply to the differential in rates due to a weekend penalty rate.**

#### **4.3.6 Roster Availability**

To take time off an Employee will be required to:

- a. Obtain approval from their direct Supervisor; and
- b. have noted their unavailability for the day(s) in that roster cycle at least 14 days before the commencement of the roster cycle.

#### **4.3.7 Sunday Preference**

Where an Employee makes themselves available for work on a Saturday that Employee will have preference for available Sunday shifts.

### **4.4 MEAL BREAKS**

#### **4.4.1 Unpaid Meal Break**

All Employees are entitled to an unpaid meal break of at least 30 minutes if they work more than 5 consecutive hours in a shift.

#### **4.4.2 Scheduling of Meal Break**

The unpaid meal break will be taken at no later than six (6) hours after the commencement of the shift.

#### **4.4.3 Meal Breaks whilst on Patrol**

The Employer may require the Employee to take their meal breaks whilst still patrolling and undertaking observation duties, provided that this will count as paid ordinary time.

### **4.5 REST PAUSES**

#### **4.5.1 Entitlement**

All Employees shall be entitled to a rest pause of ten (10) minutes duration in the Employer's time. Where an Employee works more than 7.6 hours in a day they shall be entitled to a second ten (10) minute rest pause. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary and may be taken in a manner which results in both rest pauses being combined into one rest period of twenty (20) minutes per day.

#### **4.5.2 Rest Breaks whilst on Patrol**

The Employer may require the Employee to take their rest pauses whilst still patrolling and undertaking observation duties.

### **4.6 ROSTERED DAY OFF**

#### **4.6.1 Entitlement**

Where the Employer rosters a Full Time Employee to work a 40 hour week they shall be entitled to a rostered day off per twenty-eight (28) day period or to a nine day fortnight where opening hours of the beach or lagoon where the Employee is primarily engaged suits the implementation of such a roster, as determined by the Employer. The rostered day off shall be taken at a time agreed between the Employer and the Employee, provided that if the Employee agrees to work on their Rostered Day Off they will be engaged in accordance with clause 4.9 (Multi-Hiring) of this Agreement.

### **4.7 OPERATING HOURS**

#### **4.7.1 Opening of Ocean and Non- Ocean Areas**

Life guards responsible for opening ocean or non ocean areas will be required to be on patrol and commence observation duties at the allotted opening time. The opening time of the ocean or non ocean area will be the starting time of the Employee. The Employee shall be required to have their patrol area set up within 15 minutes of the allotted opening time.

#### **4.7.2 Closing of Ocean and Non- Ocean Areas**

Life guards responsible for closing ocean or non ocean areas will be required to be on patrol and continuing observation duties until the allotted closing time. The closing time of the ocean or non ocean area will be the finishing time of the Employee. The Employee shall be allowed to pack up their patrol area set 15 minutes prior to the end of closing time.

#### **4.7.3 Collection, Deposit and Cleaning of Equipment**

Where the Employer requires an Employee to collect, store and or clean lifesaving equipment (which is not located at the beach to be patrolled) either prior to the start of opening time of the beach or after the closure of a beach then that time will be paid time. To be clear if this work is required by the Employer of an Employee at a certain location then this time will be included in the Employee's roster.

### **4.8 MULTI-HIRING**

#### **4.8.1 Multi-Hiring**

By written agreement between the Employer and a full time Employee may also be engaged on a separate secondary engagement as a casual (and paid at the casual rate of their existing classification level), provided that:

- a. They are not engaged for more than:
  - i. twenty four (24) casual hours per four (4) week cycle for a Level 6 Lifeguard;
  - ii. twenty eight (28) casual hours per four (4) week cycle for a Level 7 Lifeguard;

- iii. thirty two (32) casual hours per four (4) week cycle for a Level 8 Lifeguard above or Lifeguard Supervisor; and
- b. That the use of this provision is not to avoid the payment of overtime.

#### **4.9 TIME OFF IN LIEU OF OVERTIME**

##### **4.9.1 Taking Overtime as Time Off In Lieu**

An Employer and an Employee may agree in writing to accrue time off in lieu of payment for worked overtime. Overtime taken as time off during will be taken at the base time rate of pay. The Employee will receive the equivalent time off as worked on an hour or hour basis.

##### **4.9.2 Time Off In Lieu Agreement**

An agreement must state each of the following:

- a. the number of overtime hours to which it applies and when those hours were worked;
- b. that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
- c. that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
- d. that any payment mentioned in subparagraph (c) must be made in the next pay period following the request.

##### **4.9.3 Time Off In Lieu**

The time off in lieu must be taken:

- a. within six (6) months after the overtime is worked;
- b. at a time agreed by the Employee and Employer. The Employer will not unreasonably refuse a request by an Employee to take their accrued time off in lieu of overtime.
- c. if time off in lieu that has been worked is not taken within six (6) months, the Employer must pay the Employee for the overtime, in the next pay period, at the overtime rate applicable to the overtime when worked.
- d. The employer must keep a copy of any agreement as an employee record.
- e. An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- f. If, on the termination of the employee's employment, time off for overtime worked by the employee has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

## **PART 5 - LEAVE**

### **5.1 ANNUAL LEAVE**

#### **5.1.1 Entitlement to Annual Leave**

For each year of service with the Employer a full-time or part-time Employee (other than a supervisor) is entitled to five (5) weeks of paid annual leave. For each year of service with the Employer a full-time or part-time Employee employed as a supervisor) is entitled to four (4) weeks of paid annual leave.

#### **5.1.2 Accumulation of Annual Leave**

A full-time or part-time Employee entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year. If a full-time or part-time Employee's employment ends during what would otherwise have been a year of service, the Employee accrues paid annual leave up to when their employment ends. Provided that the following periods do not count as service and accordingly no annual leave is accrued during:

- a. any period of unauthorised absence;
- b. any period of unpaid leave or unpaid authorised absence, other than:
  - i. a period of absence under Division 8 of Part 2-2 of the Act (which deals with community service leave); or
  - ii. a period of stand down under an this Agreement or under an Employee's contract of employment; or
  - iii. any other period of a kind prescribed by the Act's regulations.

#### **5.1.3 Rate of Payment for Annual Leave and Annual Leave Loading**

All annual leave is payable at the Employees base rate of pay. Employees will in addition to their annual leave be entitled to leave loading calculated on the basis of 17.5% of their annual leave entitlement at the time of taking such leave or on termination.

#### **5.1.4 Taking of Accumulated Annual Leave**

All accumulated annual leave can be taken at a time mutually agreed between the Employer and the Employee. The Employer and the Employee may agree that the Employee can double a period of leave by opting to take their (or a portion of their) annual leave at half pay. Provided that no annual leave will be taken by an Employee during the Employer's peak trading periods.

#### **5.1.5 Employer may require an Employee take Accumulated Annual Leave**

The Employer can direct an Employee take accumulated annual leave if:

- (a) If the Employer and an Employee cannot agree when the Employee's annual leave is to be taken; and
- (b) The Employer has provided the Employee at least four (4) weeks' notice in writing to take the accrued leave; and

- (c) The Employee has accumulated more than four (4) weeks at the time of the direction is given; and
- (d) The Employer can only direct an Employee to take a maximum of two (2) weeks annual leave.

### **5.1.6 Cashing Out of Accrued Annual Leave**

All full-time and part-time Employees may at their election in writing forego an entitlement to annual leave credited to them provided that:

- (a) The Employer authorises the Employee to forgo the amount of annual leave; and
- (b) That the Employee must retain at least four (4) weeks annual leave accrual; and
- (c) That the Employee is paid out at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

### **5.1.7 Annual Leave to be paid fortnightly**

Annual leave will be paid fortnightly provided that the Employer and the Employee may mutually agree to pay annual leave in advance.

### **5.1.8 Purchasing an extra week of Annual Leave**

The Employer and an Employee may agree in writing that for:

- (a) the Employer will deduct .022596155 of an hour from an Employee's wage per hour; and
- (b) that the Employer will retain that money for the Employee; and
- (c) that in addition to the annual leave prescribed in clause 5.1.1 of the Agreement the Employee will be allowed an additional one (1) weeks annual leave.

## **5.2 PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE**

### **5.2.1 Personal Leave**

#### **5.2.1.1 Entitlement to Personal/Carer's Leave**

- (a) Amount of leave

For each year of service with the Employer, a full-time or part-time Employee is entitled to ten (10) days of paid personal/carer's leave.

- (b) Accrual of leave

A full-time or part-time Employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year. Provided that the following periods do not count as service and accordingly no personal leave is accrued during:

- a. any period of unauthorised absence;
- b. any period of unpaid leave or unpaid authorised absence, other than:

- i. a period of absence under Division 8 of Part 2-2 of the Act (which deals with community service leave); or
- ii. period of stand down under an this Agreement or under an Employee's contract of employment; or
- iii. any other period of a kind prescribed by the Act's regulations.

#### **5.2.1.2 Taking paid personal/carer's leave**

A full-time or part-time Employee may take paid personal/carer's leave if the leave is taken:

- (a) because the Employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
  - (i) a personal illness, or personal injury, affecting the member; or
  - (ii) an unexpected emergency affecting the member.

#### **5.2.1.3 Employee taken not to be on paid personal/carer's leave on public holiday**

If the period during which a full-time or part-time Employee takes paid personal/carer' leave includes a day or part-day that is a public holiday the employee is taken not to be on paid personal/carer's leave on that public holiday.

#### **5.2.1.4 Payment for paid personal/carer's leave**

If a full-time or part-time Employee takes a period of paid personal/carer's leave, the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

### **5.2.2 Unpaid carer's leave**

#### **5.2.2.1 Entitlement to unpaid carer's leave**

An Employee is entitled to two (2) days of unpaid carer's leave for each permissible occasion when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support because of:

- (a) a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency affecting the member.

#### **5.2.2.2 Taking unpaid carer's leave**

An Employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in clause 5.2.2.1 of this Agreement. An Employee may take unpaid carer's leave for a particular permissible occasion as:

- (a) a single continuous period of up to two (2) days; or
- (b) any separate periods to which the Employee and their Employer agree.

An Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal/carer's.



## **5.2.3 Compassionate leave**

### **5.2.3.1 Entitlement to compassionate leave**

An Employee is entitled to two (2) days of compassionate leave for each permissible occasion when a member of the Employee's immediate family, or a member of the Employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to their life; or
- (b) sustains a personal injury that poses a serious threat to their life; or
- (c) dies.

### **5.2.3.2 Taking compassionate leave**

An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:

- (a) to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to clause 5.2.3.1 of this Agreement; or
- (b) after the death of the member of the Employee's immediate family or household

An Employee may take compassionate leave for a particular permissible occasion as

- (a) a continuous two (2) day period; or
- (b) two (2) separate periods of one (1) day each; or
- (c) any separate periods to which the Employee and the Employer agree.

If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

### **5.2.3.3 Payment for compassionate leave (other than for casual employees)**

If an Employee (other than a casual employee) takes a period of compassionate leave, the Employer shall pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

## **5.2.4 Notice and Evidence for Personal/Carer's and Compassionate Leave**

All full-time and part-time Employees are entitled to paid personal/carers leave if the Employee complies with the following notice and documentation requirements:

### **(a) Notice**

An Employee must give the Employer notice of taking of leave as soon as is practical (which may be a time after the leave has started) and must advise the Employer of the period, or expected period of the leave. An Employee is required to telephone their Supervisor or the Supervisor on duty ( Please note that Text Messaging a supervisor notifying of an absence in unacceptable (text messaging includes Short Message Service (SMS), and Multimedia Messaging Service (MMS) messages)). It is expected that an Employee seeking to take leave will provide at least two (2) hours notice of their absence prior to the start of their shift.

### **(b) Evidence**

An Employee who has given the Employer notice of taking leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave has been taken for personal/ carer's, unpaid carer's or compassionate leave. An Employee who takes leave under this clause may be

required by the Employer to produce a medical certificate or a statutory declaration.

(c) **Compliance**

An Employee is not entitled to take leave under this Clause unless the Employee complies with this subclause.

### **5.3 LONG SERVICE LEAVE**

All Employees will be entitled to take and accrue long service leave in accordance with the provisions of the Chapter 2 Part 3 of the *Industrial Relations Act 1999* (QLD) ("IR Act), provided that from 1 July 2015 an Employee will accrue long service leave as follows:

- (a) An Employee is entitled to long service leave on full pay of—
  - i. for the first 10 years continuous service—1.3 weeks; and
  - ii. if the Employee has completed at least a further 5 years continuous service—another period that bears to 1.3 weeks the proportion that the Employee's further period of continuous service bears to 10 years.
- (b) An Employee who has completed at least 7 years continuous service is entitled to a proportionate payment for long service leave on the termination of the Employee's service only where provided for by the IR Act and to a proportionate payment equal to the Employee's full pay for a period that bears to 8.6667 weeks the proportion that the employee's period of continuous service (stated in years, and a fraction of a year if necessary) bears to 10 years.

To be clear an Employee's accrual prior to 1 July 2015 will be paid at the rate prescribed in section 43 of the IR Act.

### **5.4 PARENTAL LEAVE**

All full-time, part-time, regularly engaged casual Employees who have completed at least 12 months service with the Employer will be entitled to take up to 12 months unpaid parental leave in accordance with the Division 5 Part 2-2 of Chapter 2 of the Act.

### **5.5 JURY SERVICE LEAVE**

#### **5.5.1 Entitlement to Jury Service Leave**

All full-time and part-time Employees required to attend for jury service during their ordinary working hours will be reimbursed by Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and what the Employee would have earned if they were rostered to work during the attendance time. To be paid for this leave the Employee must assign the court cheque to the Employer.

#### **5.5.2 Duty to notify Employer of the obligation to serve on Jury**

All full-time and part-time Employees are required to notify Employer as soon as possible as to the date upon which they are required to attend for jury service.

#### **5.5.3 Proof of Attendance at Jury Service**

The Employee must give Employer proof of attendance, the duration of such attendance and the amount paid in respect of such jury service.

#### **5.5.4 Casual Employees are required to notify Employer of their non-attendance at work due to Jury Service**

Casual Employees must notify the Employer of their non-attendance at work due to Jury service but they will not be compensated for their absence on jury service leave.

## **5.6 COMMUNITY SERVICE LEAVE**

Pursuant to Division 8 Part 2-2 of Chapter 2 of the Act an Employee who engages in an eligible community service activity is entitled to be absent from his or her employment on leave without pay for a period if:

(a) the period consists of one or more of the following:

- (i) time when the Employee engages in the activity;
- (ii) reasonable travelling time associated with the activity;
- (iii) reasonable rest time immediately following the activity; and

(b) the Employee's absence is reasonable in all the circumstances.

## **5.7 PUBLIC HOLIDAYS**

### **5.7.1 Public Holiday Entitlement – Full Time and Part Time Employees**

All work done by any full time or part time Employee on a public holiday shall be paid for at the rate of triple time of the base rate of pay. The minimum payment for work on a public holiday will be four (4) hours.

### **5.7.2 Public Holiday Entitlement – where no work is performed**

A full-time or part-time Employee absent from their employment on a day that they would (but for the public holiday) have worked shall be entitled to the day off at the base rate of pay provide that a part-time Employee will be paid for the hours they would normally be rostered on the day.

### **5.7.3 Public Holiday Entitlement – Casual Employees**

All work done by any casual Employee on a public holiday shall be paid for at the rate of double time and a half of the base rate of pay. Casual Employees who are employed on prescribed holidays should be paid at the relevant holiday rate.

### **5.7.4 Availability to Work on a Public Holiday**

An Employee will only be paid for the above public holidays if they are ready, willing and able to work if the Employer requires the Employee to work.

### **5.7.5 Individual Substitution of Public Holidays**

Where agreement is reached between the Employer and the Employee in writing, the Employee may elect to work on a Public Holiday and substitute an alternate day off.

### **5.7.6 Majority of Employees Substitution of Public Holidays**

By agreement between the Employer and the majority of Employees concerned another day may be substituted for any of the public holidays nominated in this clause.

### **5.7.7 Part-time Employees Entitlement to Public Holidays**

A part-time worker whose normal roster includes a prescribed holiday should either be accorded the holiday on pay or receive the appropriate public holiday rate for work on that day.

### **5.7.8 Public Holiday Preference**

Full time Employees will be given the opportunity to alter their set roster to provide these Employees with first preference to work on a public holiday.

After the full time public holiday preference is exercised then the part time Employees will be given the opportunity to alter their set roster to provide these Employees with preference to work on a public holiday.

## **5.8 CAREER BREAK**

### **5.8.1 Career Break**

For each ten (10) years of continuous service the Employee has with the Employer the Employee will be entitled to take up to a year off as a career break without pay. The Employee will be required to provide at least three (3) months notice in writing to the Employer of their intention to take this leave and that leave request must specify the date on which their leave will commence and the date on which their leave will cease. The Employer and Employee may agree in writing to alter those dates.

### **5.8.2 Employee can access accrued leave**

The Employee will be able to access their accrued annual and long service leave during this period on application to the Employer.

### **5.8.3 Permission to work as a lifeguard during Career Break**

Where an Employee has accessed leave under this clause they will be required to gain written permission from the Employer to work as a lifeguard or in the professional lifeguard industry during their career break.

## **5.9 RESTRICTION ON ACCRUING LEAVE OR ABSENCE WHILE RECEIVING WORKERS' COMPENSATION**

An employee is not entitled to accrue any leave or absence (whether paid or unpaid, excluding unpaid parental leave) under this Agreement during a period (a compensation period ) when the employee is absent from work because of a personal illness, or a personal injury, for which the employee is receiving compensation payable under a law (a compensation law ) of the Commonwealth, a State or a Territory that is about workers' compensation.

## **PART 6 - MISCELLANEOUS**

### **6.1 UNIFORMS**

#### **6.1.1 Uniforms**

The Employer shall supply Employees the following: -

Sunscreen;  
Sunglasses (annually for permanent Employees only);  
Shorts and collared shirts;  
Tracksuits; (winter – June/August)  
Wet weather gear;  
Caps/Hats;  
Note Pad; and  
Rubber Gloves;

#### **6.1.2 Uniform Deposit**

The Employer may require that an Employee pay a deposit for the supply of uniforms provided by the Employer. That deposit shall be the cost price of the supplied uniform. The deposit will be retained by the Employer until all property is returned within seven (7) days of the Employee's termination employment, or where no deposit is held by the Employer an Employee authorise the Employer to withhold from their termination monies the value of the uniform items until the uniforms are returned in good condition save normal wear and tear.

### **6.2 DISPUTE RESOLUTION**

#### **6.2.1 Resolving disputes**

All disputes about a provision of this Agreement, the Act, or the workplace are to be resolved in accordance with requirements of Part 13 of the Act which in summary are as follows:

##### **Step 1**

##### **Resolving disputes at a workplace level**

If the Employer and the affected Employee(s) are in dispute then they must genuinely attempt to resolve the dispute at the workplace level. This may involve the affected Employee first discussing the matter with their Supervisor then with more Senior Management.

##### **Step 2**

##### **Where the dispute cannot be resolved at the workplace level**

If a matter cannot be resolved at the workplace level a party to the Employer or the Employee may refer the matter to the FWC for conciliation.

##### **Step 3**

## **FWC Arbitration**

The parties agree that the FWC may arbitrate upon application of either party. If arbitration is necessary the FWC shall have the power to exercise procedural powers in relation to directions, hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective. Further the parties agree that the decision of the FWC will be binding upon the parties. The parties agree that either party may appeal the decision of the FWC.

### **6.2.2 Obligations of Employee during a Dispute**

An Employee must, whilst a dispute is being resolved, continue to work in accordance with their contract of employment unless the Employee has reasonable concerns about an imminent risk to their health and safety and comply with any reasonable direction(s) given by their Employer to perform other available work either at the same workplace or at another workplace. Provided that in directing the Employee to perform work the Employer will have regard to any law of the Commonwealth or of a State or Territory dealing with occupational health and safety that apply and whether that work is appropriate for the Employer to perform. Further work will not be stopped while the Employee is still patrolling.

### **6.2.3 Representation**

The Employee may be represented at any of the above steps.

## **6.3 ANTI-DISCRIMINATION**

### **6.3.1 Preventing Unlawful Conduct**

The parties to this Agreement have negotiated it so as to prevent conduct by any party that is unlawful under any applicable Commonwealth and State human rights and discrimination legislation.

### **6.3.2 Undertakings to prevent Workplace Discrimination, Sexual Harassment, and Intimidation**

The parties to this Agreement share responsibility for ensuring that a working environment exists, which is free of workplace discrimination, sexual harassment, and intimidation. All Employees of Employer acknowledge that any discriminatory conduct, sexual harassment, or discrimination on their part will be strongly disciplined with the possibility of termination of employment.

### **6.3.3 Further Information on Discrimination and/or Sexual Harassment**

There is further information on discrimination and/or sexual harassment in the Lifeguard Operations Manual.

## **6.4 STAND DOWN**

### **6.4.1 Stand Down Without Pay**

The Employer may stand an Employee down without pay for a temporary period due to circumstances beyond their control (i.e. cyclonic or flood conditions prevent access to work or a shutdown of all or part or all the Employers' operations) that prevents the Employee from being usefully employed.

### **6.4.2 Access to Accrued Annual Leave during a Stand Down**

An Employee can on approval of their Manager be paid their accrued annual leave during a stand down period.

## **6.5 DRUG AND ALCOHOL ABUSE**

### **6.5.1 Drugs and Alcohol are a Workplace Hazard**

As safety is of paramount concern to the Employer and each Employee the parties to this Agreement acknowledge that drugs and alcohol has an impact on each Employees performance in the workplace and that Employees affected by drugs or alcohol are a safety hazard to clients and other Employees.

### **6.5.2 Policy of Zero Tolerance**

Employees covered by this Agreement will at all times during the course of their employment observe the Employers zero tolerance policy in the course of their employment.

### **6.5.3 Employee to Cease Work if affected Drugs or Alcohol**

In the event that the Employer suspects that an Employee is affected by drugs or alcohol the Employer will instruct the Employee to cease work for the remainder of that day.

### **6.5.4 Employee to attend Medical Examination**

If the Employer contends that the Employee is affected by drugs or alcohol then the Employer can insist that the Employee take a medical examination in the Employer's time and the Employer will meet the expense of that examination and pay for the time involved in such an examination.

### **6.5.5 Employee found to be under the Influence of Drugs or Alcohol**

If the Employee is found to be under the influence of drugs or alcohol the Employee will be disciplined. This may include the termination of the Employee's employment.

## **6.6 SALARY SACRIFICING**

### **6.6.1 Entitlement to Salary Sacrifice Permanent Employees**

The Employer and an Employee may mutually agree to enter salary sacrifice arrangements. Where the Employer and a permanent Employee agree the arrangement shall be subject to the following:

- The implementation of any such arrangements shall be at the discretion of the Employer;
- Such salary packaging arrangements shall be available to all permanent Employees;
- The terms of the arrangement shall be committed to writing and signed by the Employing Authority and the Employee;
- It is recommended that the Employee obtain independent advice prior to the arrangements commencing; and
- This arrangement may only be altered once per annum.

### **6.6.2 Employer not Liable to pay wages for contribution amount**

Where the Employee authorises the Employer to make a contribution in accordance with this clause, the Employer shall only be liable to pay wages less that contribution to the Employee under this Agreement.

### **6.6.3 Employer may withdraw from Salary Sacrificing**

In the event that changes in legislation, the *Income Tax Assessment Act*, tax office rulings or determinations remove or alter the Employer's capacity to maintain the salary sacrificing arrangements pursuant to this agreement, the Employer will be entitled to withdraw from these arrangements by giving notice to each affected Employee.

### **6.6.4 Salary Sacrificing will be cost neutral to the Employer**

All salary sacrificing arrangement shall be cost neutral to the Employer with any third party administration costs and tax imposts being passed onto the Employee.

#### **6.6.5 Employee may withdraw from Salary Sacrificing**

The Employee may withdraw from the salary sacrificing arrangements with one (1) months notice in writing.

#### **6.6.6 Consultation**

Where the Employer is required by legislation to alter salary sacrificing arrangements the Employer will consult with the Employee about that required change prior to its implementation.

#### **6.6.7 Calculation of Superannuation and Annual Leave Loading**

The Employer shall calculate an Employee's superannuation and annual leave loading on the Employee's pre-sacrificed wage in accordance with clause 3.4 (Superannuation) and 5.1.3 (Rate of Payment for Annual Leave and Annual Leave Loading) of this Agreement.

### **6.7 HEPATITIS VACCINATIONS**

#### **6.7.1 Free Hepatitis B Vaccinations**

The Employer shall pay for Employees to receive Hepatitis B vaccinations upon successful completion of their probation period.

#### **6.7.2 Reimbursement**

Any Employee who organises such vaccinations for themselves and is intending to claim a Hepatitis reimbursement will be required to present evidence of expenditure (receipt from the medical practice) which satisfies the Employer that an entitlement to reimbursement exists. The amount to be reimbursed will not include any amounts covered by Medicare such as medical consultation fees etc.

### **6.8 ANNUAL SKIN CHECKS**

#### **6.7.1 Reimbursement**

Where a permanent Employee has their skin checked by an appropriately qualified medical physician for skin cancers or lesions the Employer will reimburse that Employee for the difference between the cost of that check (as billed by the medical practice) and the Medicare rebate (where a difference exists) to a maximum of \$20.00 per calendar year. To claim an amount under this clause the Employee will be required to present evidence of their expenditure (i.e. a receipt from the medical practice) and evidence of the amount paid by Medicare towards the skin check, which satisfies the Employer that an entitlement to reimbursement exists. To be clear the amount to be reimbursed will not include any amounts covered by Medicare.

### **6.9 MEDICAL EXAMINATIONS**

#### **6.9.1 Employee to attend Medical Examination**

If the Employer contends that the Employee is unable to safely perform the inherent requirements for any reason then the Employer can require that the Employee take a medical examination in the Employer's time and the Employer will meet the expense of that examination and pay for the time involved in such an examination. The Employer may require the Employee to consent to the release the medical report generated as a result of a medical examination undertaken pursuant to this clause.



**6.10 NO FURTHER CLAIMS**

It is a term of this Agreement that the Employee's and the AWU undertake that for the duration of the Agreement not to pursue any extra claims.

## **PART 7 - UNION MATTERS**

### **7.1 AWU REPRESENTATION**

#### **7.1.1 Recognising the AWU**

The Employer recognises the AWU as being the union that shall represent workers covered by the Agreement.

#### **7.1.2 Payroll deductions**

The Employer will, where an Employee requests in writing, deduct from their pay their AWU union fees and forward those fees to the Union.

#### **7.1.3 Noticeboard**

The Employer will provide adequate space on a noticeboard at each location for the posting and display of appropriate AWU material.

### **7.2 AWU DELEGATES**

#### **7.2.1 AWU Delegate attending Union business**

An AWU delegate may attend to union business during work hours (on paid time) provided that they obtain the permission of their manager on each occasion prior to leaving their job. It shall be at the discretion of the Employer whether or not to release the employee from work at a particular time. Agreement to release a delegate will not be unreasonably withheld. The Employer shall provide a delegate appointed by the AWU reasonable access to new employees and to facilities to carry out their union business.

#### **7.2.2 Trade Union Training Leave**

The Employer agrees to release delegates for union training. It shall be at the discretion of the Employer whether or not to release the employee from work at a particular time to attend the training. The AWU will provide at least two (2) weeks' notice and appropriate documentation, if required.

## APPENDIX 1

### PERFORMANCE PAY SYSTEM

#### 1. **Performance Pay System**

The Performance Pay System has been designed to reward exceptional performance of full-time and part-time Employees for their levels of competence and levels of performance in their job duties. For an Employee to be promoted and remain at the higher Job Level the Employee will be required to meet and maintain the highest standards in Lifeguarding. The parties to this Agreement acknowledge that the system will need to be reviewed and amended from time to time.

#### 2. **Operation of Performance Pay System**

The Performance Pay System allows for full-time and part-time employees to be graded at the next highest Level in accordance with Clause 3.1.1 of this Agreement with out the employee attaining the Service or Qualification requirements.

#### 3. **Progression**

The Employer will complete performance reviews of each employee employed pursuant to this Agreement. These reviews shall occur annually. Where the Employer finds that the Employee is able to perform their job tasks at a consistently high and excellent standard without undue supervision, the Employer will classify that Employee at the next higher Job Level in accordance with Clause 3.1.1 of this Agreement.

#### 5. **Performance Management**

If the Employees performance declines the Employee will be counselled and given the opportunity to improve their performance. This counselling would normally take the form of discussions and/or re-training in aspects of the Employees performance.

Should there be no improvement in your performance following the above counselling the Employer can re- classify the Employee at the Employee's ordinary Job Level in accordance with Clause 3.1.1 of this Agreement.

#### 6. **Appeal Process**

The Employee may at any time use the Settlement of Disputes procedure to resolve a grievance.

#### 7. **Annual Review**

The Employer shall review the Employee at least once annually.

## APPENDIX 2

### SUNSHINE COAST COUNCIL TRANSFERRED EMPLOYEES

#### A2.1 TITLE

This Appendix will be referred to as the **Sunshine Coast Council Transferred Employees Appendix**.

#### A2.2 DEFINITIONS

“**LAWA**” means the Sunshine Coast Council Lifeguard Services Local Area Work Agreement 2011.

“**SCC Transferred employee**” means an employee who:

- (a) as a result of the transfer of business from the Sunshine Coast Council to Surf Life Saving Queensland was, immediately prior to 29 October 2012, employed by the Sunshine Coast Council and whose employment was transferred to Surf Life Saving Queensland on 29 October 2012; and
- (b) where Surf Life Saving Queensland has recognised, as a result of the employees acceptance of SLSQ’s letter of offer in October 2012, that employee’s period of service with Sunshine Coast Council and that service counts as service with Surf Life Saving Queensland.; and
- (c) an Employee will cease to be a SCC Transferred employee where:
  - i. as a full time or part time Employee’s employment is terminated (either by the Employer or the Employee); or
  - ii. as a casual employee their employment is terminated (either by the Employer or the Employee) or they do not work for the Employer three (3) continuous months or more.

#### A2.3 APPENDIX APPLICATION

This Appendix will apply to each SCC Transferred employee, excluding Employees previously employed by the SCC in the positions of Lifeguard Services Manager, Safety and Education Coordinator or Lifeguard Supervisors.

#### A2.4 THE APPENDIX WILL BE READ IN CONJUNCTION WITH THE AGREEMENT

This Appendix shall be read in conjunction with the body of the Surf Life Saving Queensland – Enterprise Agreement 2018, provided that where there is any inconsistency this Appendix will prevail over the body the Agreement to the extent of that inconsistency.

#### A2.5 ALLOWANCES

##### A2.5.1 Lifeguard Flexibility Allowance

A SCC Transferred employee will receive an all purpose lifeguard allowance as follows:

Year	SCC Transferred employee Full time and Part time Employees Allowance Per Week	SCC Transferred employee Casual Employees Allowance Per Week
From the operation of the Agreement until 30 June 2018	\$50.00	\$50.00
Between 1 July 2018 and 30 June 2019	\$41.64	\$50.00
Between 1 July 2019 and 30 June 2020	\$33.28	\$50.00
Between 1 July 2020 and 30 June 2021	\$24.92	\$50.00

Part time and casual employees will receive the allowance on a pro-rata basis. This allowance shall be paid in lieu of the following:

- h. Adverse working conditions
- i. Trailer Allowance
- j. Scheduled Rest Pauses ( the parties recognise that Lifeguards are entitled to rest pauses, and the parties explicitly agree that under this LAWA that entitlement will be continued. This payment is in lieu of the scheduling and in recognition of the flexibility required in the taking of such rest pauses so as to appropriately meet operational and client needs and to meet the requirements of clauses 4.4.3 (Meal Breaks whilst on Patrol) and 4.5.2 (Rest Breaks whilst on Patrol) of this Agreement).

## **A2.6 WORK LOCATIONS**

### **A2.6.1 Regional Area System**

An SCC Transferred employee shall be designated a work location in the Regional Area System. This system shall consist of the following:

- (a) North Region – i.e. North Shore of the Maroochy River to Noosa
  - I. \_ Area A – Noosa to Coolum North
  - II. \_ Area B – Coolum to Twin Waters
- (b) South Region – i.e. South Shore of the Maroochy River to Caloundra
  - I. \_ Area C – Maroochydhore to Mooloolaba Spit
  - II. \_ Area D – Kawana to Golden Beach

#### **A2.6.1 Area Appointment**

A full time or part time SCC Transferred employee will be appointed to one of the four Areas (i.e. Area A, B, C or D) based on their previous primary work location provided that the Employer may require the Employee to work at any beach location within their appointed Area.

A Casual SCC Transferred employee will be appointed to either the North or South Region based on their previous primary work location and can be required to work at any beach location within their appointed Region.

An SCC Transferred employee may request to work at any beach in either the North or South Region. Where an Employee requests to work at varied beach locations outside of their designated Region or Area it will be without any cost to SLSQ.

## **A2.7 APPLICATION OF APPENDIX 1**

The Employer shall not demote any SCC Transferred employee using the provisions of Appendix of this Agreement.

## **A2.8 HOURS OF WORK – FULL TIME EMPLOYEES**

All ordinary hours for a full time SCC Transferred employee are to be worked within a minimum of 8 hours per day and a maximum of 12 hours per day. Where a full time SCC Transferred employee is at the time of making this Agreement working a nine (9) day fortnight that Employee will be entitled to continue work that roster.

## **A2.10 SAVED WAGE RATE**

A SCC Transferred employee casual employee will not suffer a reduction in their base hourly rate as a result of the introduction of this Agreement.

## **A2.11 SUPERANNUATION**

For a permanent a SCC Transferred employee who has worked as a permanent Employee for the Employer for twelve (12) months or more the Employer will contribute on a monthly basis in arrears an amount equal to 12% of the Employees ordinary time earnings into Sunsuper, Westpac Superannuation Fund or such other superannuation fund as mutually agreed between the Employer and the Employee in accordance with the relevant superannuation legislation.

## **A2.12 CLASSIFICATION PROGRESSION**

A transferring SCC lifeguard who is classified as a Level 9 under this Agreement will, on completion of five (5) years Full-Time Equivalent satisfactory service (9880 hours), be reclassify to Level 10.

## **A2.13 SPAN OF HOURS**

The Employer will not require a transferring SCC lifeguard to work prior to 6 am or after 6 pm unless otherwise mutual agreed.

## **A2.14 SATURDAY PENALTY RATE**

All ordinary time worked by a transferring SCC lifeguard between midnight Fridays and midnight Saturday shall be paid for at time and a quarter (125%).

## **APPENDIX 3 - MODEL CONSULTATION CLAUSE**

### **Schedule 2.3 Model consultation term** (regulation 2.09)

#### **Model consultation term**

- (1) This term applies if the employer:
  - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

#### *Major change*

- (2) For a major change referred to in paragraph (1)(a):
  - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

- (5) As soon as practicable after making its decision, the employer must:
- (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 the employer is taking 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.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) 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 the employer's workforce or to the skills required of employees; or
  - (c) the elimination or diminution 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.

*Change to regular roster or ordinary hours of work*

- (10) For a change referred to in paragraph (1)(b):
- (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:

**relevant employees** means the employees who may be affected by a change referred to in subclause (1).



This Agreement is signed:

**For and behalf of SURF LIFE SAVING QUEENSLAND  
(ACN 360 485 381)their authorised person:**

**For and behalf of the AUSTRALIAN WORKERS'  
UNION :**

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

**Witnessed by:**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Union Officer

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Union Position Held

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

**Witnessed by:**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date