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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999* - s. 130 - award review

**ACCOMMODATION INDUSTRY (OTHER THAN HOTELS) AWARD - SOUTH-EASTERN DIVISION**

(No. AR11 of 2002)

DEPUTY PRESIDENT SWAN  
COMMISSIONERS EDWARDS AND BECHLY

15 July 2003

AWARD REVIEW

After reviewing the above Award as required by s. 130 of the *Industrial Relations Act 1999*, this Commission orders that the Award be repealed and the following Award be made, as from 15 September 2003.

**ACCOMMODATION INDUSTRY (OTHER THAN HOTELS) AWARD - SOUTH-EASTERN DIVISION 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Accommodation Industry (Other Than Hotels) Award - South-Eastern Division 2003.

**1.2 Arrangement**

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### 1.3 Definitions

1.3.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.

1.3.2 "Adult Employee" means an employee of 21 years of age or more.

1.3.3 "Casual Employee" means an employee engaged by the hour in accordance with clause 4.3.

1.3.4 "Commission" means the Queensland Industrial Relations Commission.

1.3.5 "Day" means a period of 24 hours between midnight and midnight.

1.3.6 "Part-time Employee" means a permanent employee engaged to work a regular number of hours per week in accordance with clause 4.2.

1.3.7 "Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees.

#### **1.4 Award coverage**

1.4.1 This Award has application to employers engaged in the business of the provision of accommodation on a fee for service or contractual basis and to their employees for whom classifications and rates of pay are provided for. This Award shall also have application to all employees for whom classifications and rates of pay are prescribed herein employed in hostels, private hotels, boarding houses, serviced rooms or flats and any other type of residential or tourist accommodation and to their employers:

Provided that this Award shall not have application to employees whose conditions of employment are otherwise covered by the:

- Award for Accommodation and Care Services Employees in Homes for Aged Persons - South-Eastern Division;
- Hotels, Resorts and Accommodation Industry Award - South-Eastern Division; or the

Provided further that this Award shall not have application to:

Boarding schools or residential colleges;

Hospitals;

Non-profit establishments whose main function is the provision of accommodation and care for members of religious institutions; or

Religious or charitable non-profit organisations which provide:

- (a) accommodation to children or youths for health, educational, recreational or cultural purposes; or
- (b) shelter or temporary accommodation for abused, disadvantaged or homeless members of the community.

#### **1.5 Area of operation**

This Award has application in that portion of the southern division of the State of Queensland along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to 24 degrees 30 minutes of south latitude; then by that parallel of latitude due east to the sea coast.

#### **1.6 Parties bound**

This Award is legally binding upon the employees as prescribed by clause 1.4 and their employers, and the Union and its members.

#### **1.7 Date of operation**

This Award takes effect from 15 September 2003.

### **PART 2 - FLEXIBILITY**

#### **2.1 Enterprise flexibility**

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

2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.

- 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

### **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

#### **3.1 Grievance and dispute settling procedure**

The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.

- 3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

### **PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

#### **4.1 Contract of employment**

- 4.1.1 Every employee shall be advised in writing at the time of engagement whether they are full-time, part-time or casual, their rate of pay, classification and working hours. In the case of casual employees such notification need only be supplied at the initial engagement and when that employee's employment status changes. Such written advice may be provided as per the *pro forma* letter in Schedule A to this Award.
- 4.1.2 Full-time and part-time employees shall be employed on the basis of a probationary period for the first 3 months of such employees' employment.

4.1.3 The provision of information provided to new employees as required by clause 4.1.1 in a written format other than that provided herein shall not constitute a breach of the Award.

## **4.2 Part-time employment**

4.2.1 A part-time employee is an employee who:

- (a) is employed for not less than 12 hours per week and less than 32 hours per week ; and
- (b) has reasonably predictable hours of work; and
- (c) receives on a proportionate basis, equivalent pay and conditions to those of full-time employees.

4.2.2 A part-time employee shall be paid at the rate of 1/38th of the weekly rate prescribed for the class of work performed plus an all purpose loading of 10%. Such all purpose loading shall not apply to work on Saturday, Sunday, public holidays or overtime.

4.2.3 The 10% loading shall not apply where an employee, at the time of engagement, was engaged to work a set number of hours per week and works those set hours in accordance with clause 4.2.

4.2.4 An employer is required to roster a part-time employee for a minimum of 3 consecutive hours on any one day and not more than 10 hours on any one day.

4.2.5 A part-time employee who works in excess of the ordinary daily or weekly hours prescribed in the contract of employment shall be paid overtime in accordance with clause 6.3 (Overtime). Where a part-time employee is required to perform work on a rostered day off, such employee shall be paid at the rate of double time in the case of an employee not in receipt of the 10% part-time loading, and at the ordinary overtime rates in the case of an employee in receipt of the 10% part-time loading.

4.2.6 Part-time employees shall be entitled to receive *pro rata* entitlements to annual leave, public holidays, sick leave, bereavement leave and long service leave, in accordance with the provisions contained in this Award.

## **4.3 Casual employment**

4.3.1 A casual employee means an employee who is engaged as such and who is employed by the hour.

4.3.2 The rate of pay for casual employees shall be 1/38th of the appropriate full-time rate prescribed in clause 5.2 with the appropriate loading in accordance with the following;

- (a) 25% for all work performed Monday to Friday inclusive;
- (b) 50% for all work performed on Saturdays;
- (c) 75% for all work performed on Sunday; and
- (d) 150% for all work performed on public holidays.

4.3.3 Casual employees shall be paid for a minimum of 2 hours per engagement but provided that on public holidays the minimum period for each engagement shall be 4 hours.

4.3.4 A maximum of 8 ordinary hours may be worked per engagement.

## **4.4 Apprentices and trainees**

Apprentices and Trainees may be engaged under this Award in accordance with the Order - Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003. Wage rates for Wage Level 4 of this Award shall be used as the 100% rate for the purposes of calculating a percentage of the tradesperson's rate.

## **4.5 Incidental or peripheral tasks**

4.5.1 Employees are to be available to perform a wider range of duties, including work which is incidental or peripheral to their main task or functions.

4.5.2 The assignment of incidental or peripheral tasks to an employee or a class of employees shall:

- (a) be consistent with the efficient performance of the employee's main tasks or functions; and
- (b) be subject to the employee having the skills or competence to perform the initial task.

#### 4.6 Mixed functions

An employee who is required to perform on any day work for which a higher rate of pay is prescribed shall be paid as follows:

- (a) If more than 4 hours on any day the higher rate for the whole of such day.
- (b) If 4 hours or less then payment of the higher rate for 4 hours.

#### 4.7 Anti-discrimination

4.7.1 It is the intention of the parties to this Award to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as varied from time to time, which includes:

- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes.
- (b) sexual harassment; and,
- (c) racial and religious vilification.

4.7.2 Accordingly, in fulfilling their obligations under the grievance and disputes settling procedure in clause 3.1, the parties to the Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.7.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.7.4 Nothing in clause 4.7 is to be taken to affect:

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
- (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

#### 4.8 Termination of employment

##### 4.8.1 *Statement of employment*

An employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

##### 4.8.2 *Termination by employer*

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

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

(b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.

(c) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
- (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

#### 4.8.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.8.2.

4.8.4 Annual leave shall not be used to provide the notice prescribed by clauses 4.8.2.(a) and (b).

#### 4.8.5 *Time off during notice period*

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

### **4.9 Introduction of changes**

#### 4.9.1 *Employer's duty to notify*

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.
- (b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

#### 4.9.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.9.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### **4.10 Redundancy**

#### 4.10.1 *Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.10.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

#### 4.10.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.10.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.8.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.

#### 4.10.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.10.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

#### 4.10.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.10.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 4.10.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.10.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

#### 4.10.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.8.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.10.1(a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

- (b) 'Weeks' Pay' means the ordinary time rate of pay for the employee concerned:

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

#### 4.10.7 *Superannuation benefits*

An employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

#### 4.10.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.10.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

#### 4.10.9 *Alternative employment*

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

#### 4.10.10 *Employees with less than one year's service*

Clause 4.10 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

#### 4.10.11 *Employees exempted*

Clause 4.10 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees.

#### 4.10.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.10 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
  - (i) a company and the entities it controls; or
  - (ii) a company and its related company or related companies; or
  - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

#### 4.10.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.10.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
  - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
  - (ii) where the employee rejects an offer of employment with the transmittee:
    - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
    - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.10.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.10.14 *Incapacity to pay*

An employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the employer's incapacity to pay.

#### 4.10.15 *Employees of Queensland Government Departments and Agencies*

The provisions of clause 4.10 will not apply to employees of Queensland Government Departments and Agencies to the extent that the provisions of the redundancy arrangements are contained in a Directive issued by the Public Service Commissioner or the Minister for Industrial Relations pursuant to section 34 of the Public Service Act 1996, where the Directive provides for entitlements that are superior to clause 4.10.

### **4.11 Continuity of service - transfer of calling**

In cases where a transfer of calling occurs, continuity of service should be determined in accordance with sections 67-71 of the Act as amended from time to time.

## **PART 5 - WAGES AND WAGE RELATED MATTERS**

### **5.1 Career path progression and classification criteria**

#### *5.1.1 Career path progression*

The objective of clause 5.1 is to establish a generic framework of wages and conditions for new and existing employees based on the recognition of relevant industry skills and experience, responsibility and/or possession of qualifications.

Implicit in career path progression is the existence of a suitable vacancy to which the employee can be appointed or successfully apply for promotion and that progression is based on work performance rather than tenure.

As a matter of principle, the employer is committed to promotion on the basis of merit that is consistent with equal employment opportunity and affirmative action requirements.

Professional development is not compulsory and will be undertaken in either the employee's or employer's time depending on the circumstances. This is to promote a culture of learning in line with the employer's commitment to training that may utilise nationally accredited qualifications. Specific in-house training programmes that are compulsory, for example, induction training, food hygiene and handling for kitchen attendants and supervisors, and training for supervisors would be undertaken in the employer's time.

To progress to a higher classification level, an employee must be able to demonstrate a competent level of work performance for that classification level. Award classification levels may also be supplemented by employer performance management programmes outlined in staff induction manuals, staff handbooks or other like documents that shall be adhered to at all times.

#### 5.1.2 *Classification criteria*

- (a) The employer shall determine an employee's classification relevant to a particular Wage Level in the Award through the following process:
  - (i) An analysis is to be undertaken to establish the requisite skills and responsibilities for each identified position, which may require a position description to be written for each position.
  - (ii) Each position is classified by reference to the classification criteria in accordance with clause 5.1.3.
  - (iii) Employees are notified in writing of their appointment to a position consistent with the requirements outlined in clause 4.1.
- (b) Classification criteria as outlined in clause 5.1.3 are guidelines to determine the appropriate classification level under the Award and consist of:
  - (i) relativities for each Wage Level;
  - (ii) isolated characteristics that should not be used to justify the classification of a position;
  - (iii) broad industry titles/callings, common industry-used titles and/or historical award classifications (i.e. a Translation Guide that refers to award classification titles across a number of hospitality awards);
  - (iv) indicative duties that represent where the majority of the employees' duties are located (i.e. it is not mandatory that an employee performs every duty in a Wage Level and where it is acknowledged that some duties are only relevant for certain sectors of the hospitality industry);
  - (v) indicative experience and/or qualifications; and
  - (vi) indicative levels of responsibility.
- (c) The characteristics nominated above are the principal guide to a classification to a particular Wage Level as they are designed to indicate the level of basic knowledge, comprehension of issues, procedures required, the level of autonomy, accountability, supervision or training involved with the position.
- (d) The characteristics of a Wage Level must be read as a whole to gain an understanding of the position and the performance requirement. Isolated characteristics should not be used to justify the classification of a position. The key issue to be analysed in properly classifying an employee is the level of initiative, responsibility/accountability, competency and skill that an employee is required to exercise in performing the employee's work within the parameters of the characteristics of the position.
- (e) The attributes and skills for each Wage Level are indicative of those required for each Wage Level. They are by no means an exhaustive list of the skills, attributes, duties or tasks included in each position within

each Wage Level and employees may be expected to carry out additional duties or tasks as requested, which require skills that are not listed.

- (f) It should be noted that some typical duties/skills appear at one Wage Level only while others appear at more than one Wage Level. Because of this, the classification or re-classification of a position needs to be done by reference to the specific characteristics of the Wage Level. As an example, because an employee may be utilising a set of skills comprehended at a higher Wage Level than that which the employee has been appointed, the employee assumes the level of qualification, initiative, accountability and competence envisaged by the characteristics of the higher Wage Level irrespective of whether the employee holds formal qualifications specified for that higher Wage Level.
- (g) Payment for skills required in a particular position and used on a regular basis and not skills/qualifications possessed is an acknowledgement that some employees are over-qualified for the position they will be engaged in.
- (h) All employees will be required, in addition to their own tasks, to carry out tasks and responsibilities of employees at lower Wage Levels. All employees are required to observe the relevant legislative requirements as it applies to their position, for example the *Liquor Act 1992* and the *Gaming Machine Act 1991* (and the employer's interpretation of the Acts that may be outlined in the employer's policy and procedure manuals). The ability to provide excellent customer service, where the customer may be external or internal, underpins all Wage Levels.
- (i) Where it is established that a particular set of tasks or callings are not clearly classified in this Award, the parties to the Award will meet to discuss the appropriate Wage Level and pay rates. Any dispute arising from this shall be followed in accordance with clause 3.1.
- (j) It is recognised that the accreditation and recognition process associated with qualifications will change over time and that many employees may possess overseas or interstate qualifications. It is agreed that the parties to this Award may require assistance from external bodies such as the Department of Employment and Training and/or the relevant Industry Training Advisory Body and/or Centres of Excellence recognised within the *Training and Employment Act 2000* or its successor for assistance. Thereafter a simple exchange of letters between the major respondents to the Award shall form the base for classifying and recognising particular qualifications. This information may then be passed to the relevant enforcement agency, such as the Department of Industrial Relations:

Provided further that no employee shall be disadvantaged in their average ordinary earnings as the result of the introduction of this classification structure.

### 5.1.3 Classification levels and award relativities

#### (a) Introductory - 78%

##### (i) Indicative experience and/or qualifications

The Introductory Wage Level shall apply to a new employee who enters the industry and who has not demonstrated the competency requirements of Wage Level 1.

An employee at this Wage Level will remain at the Wage Level for a maximum of 3 months:

Provided that an additional 3 months may be served at this level by mutual agreement between the employer and employee, and the Union where such employee is a Union member. Further, if any disagreement arises from the provision it shall be determined in accordance with the disputes settling clause 3.1

##### (ii) Indicative level of responsibility

An employee at this Wage Level would require very regular supervision as they are a new entrant or generally have limited experience and:

- works under close direction using established routines, methods and procedures with little scope for deviating from these; and
- is not required to provide more than basic judgement and application of basic problem solving skills; and
- usually operates within a work team with very limited to no authority.

(b) Wage Level 1 - 82%

Wage Level 1 employees shall include the following classifications/callings or combination thereof:

- Hospitality Services Grade 1

- (i) Indicative duties

Wage Level 1 means an employee who is engaged in activities such as:

- setting, clearing and cleaning tables and areas of plates, glasses, ashtrays etc.;
- general cleaning duties within a kitchen, scullery or food preparation area, including the cleaning of cooking and general utensils and crockery used therein using chemicals commonly used in domestic application;
- general cleaning using chemicals and equipment commonly used in a domestic application such as common cleaning agents, vacuum cleaners, polishers, cloth, mop, scouring or other similar products;
- assisting employees who are cooking or who are engaged on food and beverage activities not including service to customers;
- assembly and preparation of ingredients for cooking;
- handling, storing and distributing a variety of goods and hospitality products, including pantry items and linen;
- preparation of salad ingredients and/or distribution to a buffet bar, bistro or other food outlet;
- rubbish removal;
- laundry and/or linen duties which may include minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials;
- collection and delivery of guests personal dry cleaning and laundry, linen and associated material to and from accommodation areas;
- parking guests vehicles; and
- other duties not specifically listed in any other classification in this Award.

- (ii) Indicative experience and/or qualifications

- Progression towards an AQF 2 qualification relevant to the employer.

- (iii) Indicative level of responsibility

An employee at this Wage Level would require regular supervision as they generally have limited experience and:

- works under close direction using established routines, methods and procedures with little scope for deviating from these; and
- is not required to provide more than basic judgement and application of basic problem solving skills; and
- usually operates within a work team with very limited authority.

(c) Wage Level 2 - 88%

Wage Level 2 employees shall include the following classifications/callings or combination thereof:

- Hospitality Services Grade 2
- Leisure Attendant Grade 1

- (i) Indicative duties

Wage Level 2 means an employee who is engaged in activities such as:

- selling, supplying, dispensing or mixing of a range of alcoholic and non-alcoholic beverages, liquor store activities including the sale of specialised stock lines and/or takeaway liquor from a bottle shop or other liquor outlet consistent with the *Liquor Act 1992* and/or employer policy;
- undertaking general waiting duties of both food and/or beverages such as clearing of tables and restaurant equipment, the taking of orders, tray service to guests' rooms,

- opening and distributing alcoholic and non-alcoholic beverages;
- assisting in the cellar;
- receiving and storing general and perishable goods;
- receipt of monies;
- attending a shop, snack bar, coffee shop or other food and beverage outlet including taking orders and/or serving food and beverages; personalised guest services;
- taking reservations, greeting and seating guests, taking telephone orders, transferring guests' baggage and/or property including delivery duties;
- operation of coin dispensing machine;
- payment of authorised jackpots, not requiring attendance at the device nor maintenance of detailed records;
- cooking of breakfasts, snacks and other basic meals and food items;
- assisting with dry-cleaning processes;
- driving a passenger or courtesy vehicle;
- cleaning duties using specialised equipment and specialised chemicals for more specialised purposes which for example may utilise specialist machinery or equipment which is multi-functional, uses pressure or operates at high speed and may require advanced training;
- servicing accommodation areas and cleaning thereof;
- undertaking routine repair work and maintenance in and about the employer's premises and other general duties such as pool, gardens etc. not generally performed by a tradesperson;
- an employee engaged in activities such as internal promotions; set ups for functions, basic merchandising for promotional activities; door and other minor security duties, bingo or other leisure activities and ushering for shows;
- acting as an assistant instructor or pool attendant including testing pools and spas, setting up equipment, distribution and care of equipment, the taking of bookings and working at the front desk of a leisure facility, powerboat observer and child minding;
- performing duties of a security officer; and
- assisting with the maintenance of dress standards and good order in the establishment.

(ii) Indicative experience and/or qualifications

- Possession of an AQF 2 qualification or completion of a Traineeship at AQF 2 relevant to the employer.

(iii) Indicative level of responsibility

An employee at this Wage Level would require general supervision and:

- receives general instructions usually covering the broader technical aspects of the work; and
- is subject to progress checks, but such checks are usually confined to ensuring in broad terms, satisfactory progress is being made; and
- has their assignments and work reviewed on completion; and
- although technically competent and well experienced, there may be occasions on which the employee will receive more detailed instructions; and
- usually operates in a work team but may have specified areas of autonomy to perform a range of allocated activities and functions.

(d) Wage Level 3 - 92.4%

Wage Level 3 employees shall include the following classifications/callings or combination thereof:

- Hospitality Services Grade 3
- Leisure Attendant Grade 2

(i) Indicative duties

Wage Level 3 means an employee who is engaged in activities such as:

- mixing a range of sophisticated drinks, such as cocktails or other beverages that

consist of a number of ingredients that requires specialised knowledge in their preparation and presentation;

- providing a specialist wine service, such as assisting with making wine selections, providing advice on the compatibility of different wines for menu items, developing wine lists, storing and handling wines and updating wine knowledge;
- full control of a cellar or liquor store or outlet including the receipt, delivery and recording of goods within such areas;
- cooking a range of meals including a la carte cooking, grill cooking, deep frying and other cooking activities assigned by a higher level employee including setting up of an on-site kitchen;
- receipt of monies and cash handling;
- attending a wagering terminal (TAB, Keno) or similar electronic gaming terminal (poker machine), holding the appropriate license and performing duties such as floor payouts, correction of minor gaming device faults and general machine maintenance;
- receiving, storing and distributing goods including the operation of mechanical lifting devices such as forklifts or other similar devices;
- major repair of linen and/or clothing;
- dry cleaning;
- supervision of laundry services;
- taking/directing of classes, tours and leisure activities associated with sporting areas, health and fitness activities and swimming pools, developing or implementing activities for individuals or groups of guests;
- timekeeping of staff, general security including security of keys and supervision of dress standard maintenance and good order in the establishment; and
- supervising, training or co-ordination of employees of lower wage levels.

(ii) Indicative experience and/or qualifications

- Possession of an AQF 2 qualification or completion of a traineeship at AQF 2 and progress towards an AQF 3 qualification relevant to the employer.

(iii) Indicative level of responsibility

An employee at this Wage Level would require general supervision and:

- receives general instructions usually covering the broader technical aspects of the work; and
- is subject to progress checks, but such checks are usually confined to ensuring in broad terms, satisfactory progress is being made; and
- has their assignments and work reviewed on completion; and
- although technically competent and well experienced, there may be occasions on which the employee will receive more detailed instructions; and
- usually operates in a work team but may have specified areas of autonomy to perform a range of allocated activities and functions.

(e) Wage Level 4 - 100%

Wage Level 4 employees shall include the following classifications/callings or combination thereof:

- Hospitality Services Grade 4
- Leisure Attendant Grade 3

(i) Indicative duties

Wage Level 4 means an employee who is engaged in activities such as:

- engaged in a variety of trade level activities such as cooking, baking, butchering, pastry cooking and/or setting up of an on site kitchen; and
- planning, co-ordinating and implementing leisure activities for guests and patrons and supervising other leisure attendants.

(ii) Indicative experience and/or qualifications

- Possession of an AQF 3 qualification or completion of an apprenticeship or traineeship at AQF 3 or equivalent (such as a City and Guilds qualification) or a qualification with an AQF Level 3 outcome or who possesses a Recognition Certificate issued in accordance with the provisions of the *Vocational Education, Training and Employment Act 2000*.

(iii) Indicative level of responsibility

An employee at this Wage Level would require limited supervision and:

- receives only limited instructions normally confined to a clear statement of objectives; and
- has their work measured in terms of the achievement of stated objectives; and
- is fully competent and very experienced in a technical sense and requires little guidance in the performance of work; and
- operates with autonomy either individually or within a work team; and
- leads or supervises a work team.

(f) Wage Level 5 - 110%

Wage Level 5 employees shall include the following classifications/callings or combination thereof:

- Hospitality Services Grade 5

(i) Indicative duties

Wage Level 5 means an employee who is engaged in activities such as:

- being solely responsible for supervision, training and co-ordination of gaming staff and/or food and/or beverage staff and/or house attendant employees and/or other cooks or kitchen employees in a single kitchen establishment where no Wage Level 4 or above cooks are employed. This includes the maintenance of service and operational standards, preparation of operational reports and staff rostering; and
- general or specialised cooking duties including the training and supervision of other cooks and kitchen staff and relieving Hospitality Services Grade 6 employees on their rostered days off or on annual or other leave.

(ii) Indicative experience and/or qualifications

- Possession of an AQF 3 qualification or completion of an apprenticeship or traineeship at AQF 3 or equivalent (such as a City and Guilds qualification) or a qualification with an AQF Level 3 outcome or who possesses a Recognition Certificate issued in accordance with the provisions of the *Vocational Education, Training and Employment Act 2000* and has progress towards an AQF 4 qualification or higher relevant to the employer.
- Possession of units competence/modules in a qualification or course of instruction in disciplines such as:
  - supervision; and/or
  - front line management; and/or
  - leadership.

(iii) Indicative level of responsibility

An employee at this Wage Level would require remote supervision and:

- demonstrates understanding of a broad knowledge base incorporating some theoretical concepts; and
- applies solutions to a defined range of unpredictable problems; and
- identifies, analyses and evaluates information from a variety of sources; and
- identifies and applies skills and knowledge to a variety of contexts with some depth in some areas; and
- takes responsibility for their own outputs in relation to specified human resource

- standards; and
- provides 'hands on' supervisory direction for a work team usually on site.

(g) Wage Level 6 - 115%

Wage Level 6 employees shall include the following classifications/callings or combination thereof:

- Hospitality Services - Grade 6

(i) Indicative duties

Wage Level 6 means an employee who is engaged in activities such as:

- an employee that has general and specialised duties including supervision or training of other qualified cooks, ordering and stock control; and
- solely responsible for other cooks and other kitchen employees in the kitchens where other qualified cooks are employed;

(ii) Indicative experience and/or qualifications

- Possession of an AQF 4 qualification or higher relevant to the employer.

(iii) Indicative level of responsibility

An employee at this Wage Level would require remote supervision and:

- demonstrates understanding of a broad knowledge base incorporating some theoretical concepts; and
- applies solutions to a defined range of unpredictable problems; and
- identifies, analyses and evaluates information from a variety of sources;
- identifies and applies skills and knowledge to a variety of contexts with some depth in some areas; and
- takes responsibility for their own outputs in relation to specified human resource standards; and
- provides 'hands on' supervisory direction for a work team usually on site.

## 5.2 Wages

5.2.1 The minimum rates of pay payable to adult employees shall be as follows:

Classification	Relativity %	Total rate per week \$
Introductory	78.0	568.20
Level 1	82.0	584.90
Level 2	88.0	610.00
Level 3	92.4	628.30
Level 4	100.0	662.00
Level 5	110.0	703.70
Level 6	115.0	722.60

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

## 5.3 Junior employees

Junior employees shall be entitled to not less than the following proportion of the appropriate adult rate for the relevant classification:

Under 18 years of age	60%
18 and under 19 years of age	70%
19 and under 20 years of age	80%
20 and under 21 years of age	90%

Junior rates shall be calculated in multiples of 10 cents with any result of 5 cents or more being taken to the next highest 10 cent multiple.

#### **5.4 Penalty rates and allowances**

##### *5.4.1 Late work/early start rate*

- (a) Employees who are required to work any ordinary hours between 7.00 p.m. and 12.00 midnight Monday to Friday inclusive shall be paid an additional \$1.5505 per hour for any hour or part thereof for any time worked within the said hours.

A minimum payment of \$2.26 shall apply on any one day.

- (b) Employees who are required to work any ordinary hours between 12.00 midnight and 7.00 a.m. Monday to Friday inclusive shall be paid an additional \$2.2585 per hour for any hour or part thereof for any time worked within the said hours. For the purposes of clause 5.4.1(b) midnight shall include midnight Sunday.

A minimum payment of \$2.26 shall apply on any one day.

##### *5.4.2 Broken shifts* - All employees working broken shifts, being shifts of work in which the unpaid break exceeds that prescribed by clause 6.4 of the Award, shall be entitled to an allowance of \$2.72 for every shift so worked:

Provided that no employee shall be required to work a shift with more than one such break per day.

##### *5.4.3 Uniform allowance*

Employees shall be entitled to an allowance in accordance with clause 10.1 of this Award.

##### *5.4.4 Laundry allowance*

Employees shall be entitled to an allowance in accordance with clause 10.4 of this Award.

##### *5.4.5 Week-end penalty rates*

All employees (other than casuals and school-based apprentices and trainees), shall be entitled to the following ordinary time week-end penalty rates:

- (a) For all ordinary time worked between midnight Friday and midnight Saturday time and a-quarter rate shall be paid.
- (b) For all ordinary time worked between midnight Saturday and midnight Sunday time and three-quarters shall be paid.

##### *5.4.6 Overnight stay*

Where the employer requests and an employee agrees to stay overnight on the employer's premises for a period outside that of the employee's normal rostered hours of duty, the following arrangements shall apply:

- (a) an employee shall be entitled to an amount of \$32.30 per overnight stay period;
- (b) this payment shall be deemed to provide compensation for the overnight stay and also includes compensation for all work necessarily undertaken by an employee up to a total of one hour's duration.;
- (c) any work necessarily performed during an overnight stay period by the employee in excess of a total of one hour's duration shall be paid for at the rate of time and one-half. The payments referred to above shall not extend beyond the period of the overnight stay;
- (d) time worked pursuant to clauses 5.4.6(b) and (c) shall not be taken into account for the purposes of Part 4 and Part 6 of this Award; and

- (e) an employee required to stay overnight in accordance with clause 5.4.6 without being notified on the previous day or earlier that the employee will be so required, shall either be supplied with a meal by the employer or paid an amount of meal allowance as prescribed in clause 6.4.

## **5.5 Payment of wages**

5.5.1 Wages shall be paid on the same day every week or by agreement with employees every fortnight, and the employer shall hold not more than 2 days' pay in hand.

5.5.2 The payment of wages may be by any one of the following methods:

- (a) payment by electronic funds transfer into an account nominated by the employee without cost to the employee;
- (b) cash; or
- (c) cheque.

5.5.3 Where an engagement is terminated, all wages, overtime and other payments due to the employee shall be paid within 15 minutes of such termination becoming effective.

Where an employee is paid by electronic funds transfer the employer shall ensure that such wages are transferred to the employee's account within the 24 hour period following the dismissal or on the next bank trading day.

5.5.4 Wages shall be paid in the employer's time and any employee who is not paid within 15 minutes from the time specified shall be deemed to be working during the time the employee is kept waiting. Employees paid by electronic funds transfer shall have their wages made available to them prior to their normal ceasing time on the specified pay day.

5.5.5 Subject to consultation with the employees concerned, where the normal pay day falls on a public holiday or an employee's rostered day off, facility hereby exists for the employer to move pay day to either the working day prior to or the working day after such public holiday.

## **5.6 Occupational superannuation**

In addition to all other entitlements pursuant to this Award, all eligible employees shall as from 1 July, 1989, be entitled to superannuation contributions paid by the employer. Such contributions shall be paid into an approved fund in accordance with the following provisions:

5.6.1 An approved fund means:

- (a) Sunsuper;
- (b) Host Super Queensland;

5.6.2 Eligible employee means:

- (a) a full-time employee having been employed for a period of 4 weeks;
- (b) other employees having been employed during any period of 12 weeks provided that within that aforesaid period of employment an adult employee must average 12 hours per week or more and junior employee an average of 20 hours a week or more;
- (c) where an employee has become an eligible employee in terms of clauses 5.6.2 (a) and (b), such employee shall be deemed an eligible employee in any such pay period in which an adult employee shall work more than 12 hours per week and a junior employee 20 hours per week or more;
- (d) ordinary time earnings for the purpose of clause 5.6 shall mean the gross ordinary pay that the employee receives for the ordinary hours of work performed in the relevant pay period.

5.6.3 *Contributions*

- (a) The employer shall contribute into such approved Fund an amount prescribed by the *Superannuation Guarantee Act 1992 (Cth)*.

- (b) The employer may suspend contributions on behalf of an employee for any period when the employee is absent from work on unpaid leave provided that in relation to an eligible employee, an employer shall continue to make contributions in respect of any period during which an employee is absent from work on workers' compensation up to a maximum of 26 weeks.

#### 5.6.4 *Future movements*

The amount of contribution as prescribed in clause 5.6.3 shall be adjusted to accord with movements in the applicable rate of wages as set out in this Award with the particular classification of the employee concerned. Such contribution shall be rounded off to the nearest 10c.

#### 5.6.5 *General*

- (a) The employer shall remit the contributions to the approved fund on a monthly basis;
- (b) Eligible employees may personally make contributions to the approved fund in addition to the employer contributions prescribed by clause 5.6.3. The employer shall, at the employee's written request, make arrangements for such authorised deductions from the employee's pay to be forwarded to the administrators of the approved fund;
- (c) No additional amount shall be charged by the employer for the establishment, administration, management or any other changes in connection with the approved fund;
- (d) Nothing in clause 5.6 shall act to diminish the rights or responsibilities of the Trustees of an approved fund as set out in accordance with the Deed of Trust and Rules thereto as amended from time to time.

### **PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK**

#### **6.1 Hours of work**

6.1.1 Unless otherwise provided in this Award the ordinary hours of work shall be an average of 38 hours per week to be worked as follows:

- (a) 152 hours per each 4 week period; or
- (b) 160 hours per each 4 week period, with a paid day banked per period up to a maximum of 10; or
- (c) a combination of clauses 6.1.1(a) and (b) in any one establishment.

#### 6.1.2 *Implementation*

The method of rostering such hours shall be by agreement between the employer and the majority of employees concerned and/or the State Secretary of the Union subject to the particular needs of the establishment and the following conditions:

- (a) Ordinary hours are to be worked within a minimum of 6 hours and a maximum of 10 hours per day and shall be exclusive of meal breaks subject to clause 6.4.

Where employees are rostered to work 4 consecutive shifts of 10 hours per day, such employees shall not be rostered for work on more than 4 consecutive days without a break of at least 48 hours.

- (b) Employees rostered to work shifts of 9 or more ordinary hours in a 4 week period shall be entitled to at least 9 full days off per period:

Provided that at least 8 days off will be allowed in any other case.

- (c) No employee shall be rostered to work for more than 10 successive days without a day off.

#### 6.1.3 *Spread of hours*

Where broken shifts are worked the spread of hours shall not exceed the ordinary hours by more than 3 hours:

Provided that in no case shall the spread of hours exceed 12 hours per day.

#### 6.1.4 *Banking of rostered days off*

Where an employee's hours are worked in accordance with clause 6.1.1(b), the banked rostered days off shall be taken within 12 calendar months from the date on which the first rostered day off was accrued.

## **6.2 Rosters**

6.2.1 A roster for all employees showing normal starting and finishing times and the surname and initials and classification of each employee shall be prepared by the employer and shall be posted in a place accessible to the employees concerned. The roster shall be alterable by mutual consent at any time or by amendment with 7 days' notice. Where practicable 2 weeks' notice of rostered days off shall be given.

6.2.2 The notice periods prescribed in clause 6.2.1 shall not apply to casual employees.

### *6.2.3 Minimum break between shifts*

The roster for all employees shall provide for a minimum 10 hour break between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day, except in the case of changing shift rosters, that is back to back shifts, where 8 hours may be substituted for 10 hours. Such 10 or 8 hour break shall not apply in the case of casual employees. However, casual employees shall be allowed a reasonable break between shifts.

## **6.3 Overtime**

6.3.1 All time worked outside, or in excess of, the ordinary hours of work prescribed by this Award or outside of an employee's usual starting and ceasing times, shall be deemed to be overtime and shall be paid at the rate of time and a-half for the first 3 hours and double time afterwards.

6.3.2 For the purposes of computing such overtime payments, each day shall be exclusive of the preceding and succeeding days except where an employee continues working overtime past midnight whereupon all such time worked subsequent to midnight shall be deemed to be work performed on the previous day.

6.3.3 In calculating overtime payments, any part of a quarter of an hour that is worked on any one day shall be paid for as a full quarter of an hour.

6.3.4 All overtime is to be authorised.

6.3.5 All time worked on an employee's day off shall be paid for at the rate of double time with a minimum payment as for 3 hours worked.

6.3.6 Notwithstanding the provisions of clause 6.3, there may be an agreement in writing between the employee and the employer to take time off with pay. Such time off shall be equivalent to the number of ordinary hours pay that the employee would have received for such overtime. Accumulated time must be taken within 12 months from the time of accrual and at a time mutually agreed between the employee and the employer:

Provided that outstanding accrued overtime shall be paid at the appropriate rate in full at the time of termination, for any reason, by either party.

### *6.3.7 Rest period after overtime*

(a) When overtime is necessary it shall, wherever reasonably practicable, be so arranged that the employees have at least 10 consecutive hours off duty between the work of successive days.

(b) An employee who works so much overtime between the termination of such employee's ordinary work on one day and the commencement of ordinary work on the next, that such employee has not at least 10 consecutive hours off duty between those times shall, subject to clause 6.3.7 be released after completion of such overtime until such employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(c) Failing an instruction from the employer that an employee should not resume or continue work without having had such 10 consecutive hours off duty, such employee shall be paid at the appropriate ordinary hourly rate plus 100 percent until that employee is released from duty for such period and shall then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(d) The provisions of clause 6.3.7 shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked.

(i) for the purpose of changing shift rosters, that is back to back shifts; or

(ii) where a shift workers does not report for duty; or

(iii) where a shift is worked by agreement between the employees themselves with the approval of the employer.

#### **6.4 Meal breaks and meal allowance**

6.4.1 Where an employee is employed for at least 6 hours per day, such employee shall be entitled to a continuous meal break of 30 minutes' duration:

Provided that no such employee shall be required to work for more than 5 hours without a break for a meal.

6.4.2 Where an employee is required to work through a meal break as prescribed in clause 6.4.1, such employee shall be paid at the rate of double time for all work so performed.

6.4.3 Any employee who is required to continue working for more than 1.5 hours beyond their ordinary ceasing time shall be provided with an adequate meal by the employer or paid an amount of \$9.60 in lieu thereof:

Provided that where an employee has provided themselves with a meal because of receipt of notice to work overtime and such overtime is not worked, such employee shall be paid \$9.60 for any meal so provided.

#### **6.5 Rest pauses**

All employees working at least a 7.6 hour day shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of their working day. Where an employee works less than 7.6 hours but more than 4 hours on any day the employee shall be entitled to one 10 minute rest pause on that day. Such rest pauses shall be taken at times so as not to interfere with the continuity of work where continuity is necessary:

Provided that where an employee is rostered to work less than a 10 hour day and there is agreement between the employer and the majority of employees concerned the rest pauses may be combined into one 20 minute rest pause.

### **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

#### **7.1 Annual leave**

7.1.1 Every employee (other than a casual employee) covered by this Award shall at the end of each year of their employment be entitled to annual leave on full pay as follows:

(a) Not less than 4 weeks.

7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.6) shall be paid for by the employer in advance:

(a) In the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Award, at that excess rate; and

(b) In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award.

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due to them, their pay, calculated in accordance with clause 7.1.6, for 4 weeks and also their ordinary pay for any public holiday occurring during such period of 4 weeks.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/12<sup>th</sup> of their pay for the period of their employment if they are an employee to whom clause 7.1.1(a) applies, calculated in accordance with clause 7.1.6.

7.1.5 Unless the employee shall otherwise agree, the employer shall give the employee at least 14 days' notice of the date from which such employee's annual leave shall be taken.

7.1.6 *Calculation of annual leave pay:*

In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

- (a) All employees - Subject to the provisions of clause 7.1.6(b), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
  - (i) The employee's ordinary wage rate as prescribed by this Award for the period of the annual leave (excluding weekend penalty rates);
  - (ii) A further amount calculated at the rate of 17.5% of the amount referred to in clauses 7.1.6(a)(i).
- (b) Clause 7.1.6(a) does not apply to:
  - (i) any period or periods of annual leave exceeding 4 weeks; and
  - (ii) employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

## **7.2 Sick leave**

### *7.2.1 Entitlement*

- (a) Every employee, except casuals, and school based apprentices and trainees, is entitled to 60.8 hours sick leave for each completed year of their employment with their employer.
- (b) This entitlement will accrue at the rate of 7.6 hours sick leave after each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the number of hours which would have been worked if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

### *7.2.2 Employee must give notice.*

The payment of sick leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

### *7.2.3 Evidence supporting a claim.*

An employee may be required to provide evidence of the illness to the employer's satisfaction. When the employee's absence is for more than 2 days the employee is required to give the employer a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.

### *7.2.4 Accumulated sick leave*

An employee's accumulated sick leave entitlements are preserved when:

- (a) The employee is absent from work on unpaid leave granted by the employer;
- (b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months;
- (c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

The employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

### *7.2.5 Workers' compensation*

Where an employee is in receipt of workers' compensation, the employee is not entitled to payment of sick leave.

## **7.3 Family leave**

The provisions of the Family Leave Award apply to and are deemed to form part of this Award.

7.3.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;
- (b) a copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

7.3.2 The Family Leave Award also provides for the terms and conditions of leave associated with:

- (a) Maternity leave;
- (b) Parental leave;
- (c) Adoption leave;
- (d) Special responsibility leave for the care and support of the employee's immediate family or household.

#### **7.4 Bereavement leave**

7.4.1 Full-time and part-time employees shall on the death of a member of their immediate family or household in Australia be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

7.4.2 *Long-term casual employees*

- (a) A long-term casual employee is entitled to at least 2 days' unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least one year immediately before the employee seeks to access an entitlement under clause 7.4.2.

7.4.3 "Immediate family" includes:

- (a) a spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and
- (b) a child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

7.4.4 An employee with the consent of the employer, may apply for unpaid leave when a member of the employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient.

#### **7.5 Long service leave**

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.

#### **7.6 Public holidays**

7.6.1 All work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or

- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

#### 7.6.2 *Labour Day*

All employees covered by this Award shall be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day.

Part-time employee shall only be entitled to be paid for Labour Day where such employee is normally required to work on a Monday and, in such case, the term "full day's wage" shall mean the number of ordinary working hours usually worked on a Monday. If any employee concerned actually works on Labour Day, such employee shall be paid a full day's wage for that day and in addition, a payment for the time actually worked at one and a-half times the ordinary rate prescribed with a minimum of 4 hours.

#### 7.6.3 *Annual show*

All work done by employees in a district specified from time to time by the Minister by notification published in the Gazette on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification of such district shall be paid for at the rate of double time and a-half with a minimum of 4 hours.

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

7.6.4 All time worked on any of the holidays mentioned in clauses 7.6.1, 7.6.2 and 7.6.3 outside or in excess of the ordinary hours of work prescribed for the class of employee and to which an overtime rate is applicable under this Award shall be paid for at double the rate prescribed by clause 5.2 for the day of the week upon which such holiday falls.

#### 7.6.5 *Double time and a-half*

For the purposes of clause 7.6, where the rate of wages is a weekly rate, "double time and a-half" shall mean one and one-half day's wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day, and where the rate of pay is a casual hourly one, double time and a-half shall mean an additional 150% of the prescribed ordinary hourly rate for full-time employees in accordance with clause 5.2.

#### 7.6.6 *Stand down*

Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, shall be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and the 1st January (New Year's Day).

7.6.7 Subject to statutory requirements, facility hereby exists for the majority of employees affected and the employer to agree to observe any of the holidays mentioned in clauses 7.6.1, 7.6.2 and 7.6.3 on its actual day as opposed to the day gazetted as the public holiday. Any such agreement shall be recorded in writing.

#### 7.6.8 *Holidays in lieu*

Should any of the holidays mentioned in clauses 7.6.1, 7.6.2 or 7.6.3 fall on an employee's day off, such employee shall receive another day off for each such public holiday as the case may be in lieu thereof, or one day for each such public holiday shall be added to the employee's annual leave, or alternatively, one day's wages for each such public holiday, at ordinary rates, shall be paid in addition to the weekly wage:

Provided that clause 7.6.8 shall have no application to part-time employees where the employee would not ordinarily have been rostered for duty.

### 7.7 **Jury service**

An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

"Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

## **PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

NOTE: No provisions inserted in this Award relevant to this Part.

## **PART 9 - TRAINING AND RELATED MATTERS**

### **9.1 Training clause**

The parties to this Award recognise that in order to increase the efficiency and productivity of the enterprise and also the national and international competitiveness of the industries covered by this award, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- 9.1.1 developing a more highly skilled and flexible workforce;
- 9.1.2 providing employees with career opportunities through appropriate training to acquire additional skills; and
- 9.1.3 removing barriers to the use of skills acquired.

### **9.2 Commitment to training and careers**

The parties acknowledge that various degrees of training are provided to employees in the industry, both by internal on the job training and through external training providers.

The parties commit themselves to continuing such training as it regarded by them as appropriate and improving training in such cases where this is required.

It is agreed that the parties will co-operate in ensuring that appropriate training is available for all employees in this industry and the parties agree to co-operate in encouraging both employers and employees to avail themselves of the benefits from such training.

The parties agree to continue discussions on issues raised in relation to training.

The parties are committed to encouraging young people to view this industry as one which has the capacity to provide them with an interesting career.

## **PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES**

### **10.1 Uniforms**

10.1.1 Where any weekly employee is required by the employer to wear a special uniform, such uniform shall be provided and laundered by the employer free of cost to the employee, or if mutually agreed that the employee shall launder such uniform, the employer shall allow the employee \$2.65 per week in the case of weekly employees and 85 cents per uniform in the case of part-time employees for each uniform so laundered.

10.1.2 Where any casual employee is required to wear a special uniform such uniform shall be provided and laundered by the employer free of cost to the employee or if mutually agreed that the employee shall launder such uniform,

the employer shall pay the employee 85 cents for each uniform so laundered with a maximum for casuals of \$2.65 per week.

- 10.1.3 Where it is necessary that waterproof or other protective clothing such as waterproof boots, aprons, or gloves be worn by the employee, such clothing shall be supplied without cost to the employee and shall remain the property of the employer.
- 10.1.4 All tools, brushes, knives, choppers, implements, utensils and material shall be supplied by the employer without cost to the employee.
- 10.1.5 An employee on commencing employment shall sign a receipt for items of uniform. Such receipt shall list the items of uniform and value of same. Upon ceasing employment if the employee does not return items of uniform in accordance with the receipt the employer shall be entitled to deduct the value as stated on the receipt from the employee's termination payment.
- 10.1.6 Records of receipt shall be available for inspection by an official of the Union. In the case of genuine wear and tear, damage, loss or theft that is not the employee's fault clause 10.1.5 shall not apply.
- 10.1.7 Any disagreement concerning the value of items of uniform and any other aspect of clause 10.1 shall be determined in accordance with the grievance and disputes settling procedure in clause 3.1.
- 10.1.8 For the purposes of clause 10.1, black and white attire, shoes, hose and/or socks shall not be regarded as distinctive clothing or a uniform.

## **10.2 Breakages**

An employer shall not charge any sum against, nor deduct any sum from, the wages of an employee in respect of breakages of crockery or other utensils, except in the case of wilful misconduct.

## **10.3 Board and residence**

- 10.3.1 Where board and residence is made available to full-time adult employees and such employees are required to avail themselves of such board and lodging, the employer shall have the right to deduct from the pay of the employees residing on the premises an amount of \$119.40 per week.

Where an adult employee is required to share a room for lodging, the amount to be deducted from the pay of the employee for lodging shall be \$117.62 per week.

- 10.3.2 Where lodging only is made available to full-time adult employees required to reside on the employer's premises, the employer shall have the right to deduct from the pay of the employee residing on the premises the sum of \$113.08 per week.

Where an adult employee is required to share a room for lodging, the amount to be deducted from the pay of such employee for lodging shall be \$112.75 per week.

- 10.3.3 In the case of employees who do not reside on the employer's premises a deduction at the rate of \$6.04 for each meal supplied and consumed during the employee's spread of working hours may be deducted by the employer.
- 10.3.4 Where necessary, lodging rooms shall be fitted with adequate heating and cooling appliances.
- 10.3.5 The rates for board and lodging for adults shall be increased or decreased by 20 cents, for each meal by one cent, for every 50 cents per week alteration in the rate of classification Hospitality Services Grade 1 in clause 5.1.
- 10.3.6 Full-time junior employees receiving adult rates of pay as prescribed in this Award shall be subject to the deductions applicable to adults prescribed in clause 10.3.
- 10.3.7 Full-time junior employees receiving junior rates of pay shall be subject to a deduction at the rate of 50 cents for each meal supplied and consumed during the employee's spread of working hours.

## **10.4 Use of laundry**

- 10.4.1 Where board and residence are provided for employees, the employer shall permit any of the employees the use of the laundry to do their own washing, and shall supply each employee with necessary washing detergent and any equipment necessary for such employee to wash and iron their own clothes free of cost.

10.4.2 In establishments where there are not facilities for them to do their own laundry work, \$1.30 per day extra shall be paid.

## **PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS**

### **11.1 Right of entry**

#### **Preamble**

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

#### *11.1.1 Authorised industrial officer*

- (a) An authorised industrial officer is any union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

#### *11.1.2 Entry procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
  - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
  - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

#### *11.1.3 Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
  - (i) is ineligible to become a member of the Union; or
  - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
  - (iii) has made a written request to the employer that the employee does not want that employee's record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

#### *11.1.4 Discussions with employees*

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the Union:

- (a) matters under the Act during working or non-working time; and

- (b) any other matter with a member or employee eligible to become a member of the Union, during non-working time.

#### 11.1.5 *Conduct*

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

### **11.2 Time and wages record**

11.2.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

- (a) the employee's award classification;
- (b) the employer's full name;
- (c) the name of the award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

- (a) the employee's full name and address;
- (b) the employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) the date when the employee became an employee of the employer;
- (e) if appropriate, the date when the employee ceased employment with the employer; and
- (f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Industrial Relations, in accordance with section 371 of the Act; or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

### **11.3 Union Encouragement**

#### **Preamble.**

Clause 11.3 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the Union.

11.3.1 *Documentation to be provided by employer*

At the point of engagement, an employer to whom this Award applies shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the employer in a place readily accessible by each employee.

The document provided by the employer shall also identify the existence of a union encouragement clause in this Award.

### 11.3.2 *Union Delegates*

Union delegates and job representatives have a role to play within a workplace. The existence of accredited union delegates and/or job representatives is encouraged.

The employer shall not unnecessarily hinder accredited union delegates and/or job representatives in the reasonable and responsible performance of their duties.

### 11.3.3 *Deduction of Union Fees*

Where arrangements can be entered into, employers are encouraged to provide facilities for the deduction and remittance of union fees for employees who signify in writing to their employer, their desire to have such membership fees deducted from their wages.

## 11.4 **General**

*Posting of Award* - Every employer shall cause a copy of this Award, together with the notices of the starting and ceasing times of employees, to be posted up in a conspicuous place.

## 11.5 **Trade union training leave**

11.5.1 A Union delegate or duly elected or appointed Union representative shall, upon written application by the Union to the employer, such application being endorsed by the Union and given to the employer at least 2 months in advance (or such lesser period as mutually agreed between the Union and the employer/s), be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses or seminars conducted by the relevant Union. The scope, content and level of such courses or seminars shall be such as to contribute to a better understanding of industrial relations within the employer's operations.

11.5.2 Other courses mutually agreed between a Union party to this Award and an employer, or employers, may be included under clause 11.5.

11.5.3 Any written application by a Union seeking release of a delegate or representative to attend a course shall include details of the type and content of the course to be attended as well as the dates upon which the course is proposed to be conducted.

11.5.4 For the purposes of clause 11.5 "ordinary pay" shall mean the ordinary time earnings paid to the employee exclusive of any allowances, penalty rates or travelling time and fares.

11.5.5 The granting of such leave shall be subject to the following conditions:

(a) The employee must have at least 6 months' continuous service with the employer prior to such leave being granted and be the elected Union delegate/representative.

(b) Unless otherwise agreed the maximum number of ordinary hours of leave which an employer shall be required to grant each year will be as follows:

No. of ordinary hours worked by employees per week	No. of ordinary hours leave per calendar year
380 - 1900	38
1901 - 3800	76
3801 and Over	152

(c) Where an employer has more than one place of employment in Queensland then the maximum number of employees entitled to attend a course at the same time shall be 2. This shall not prevent an employer from agreeing to release additional employees.

(d) The granting of such leave shall be subject to the convenience of the employer so that the operations of the enterprise will not be adversely affected.

(e) Where an employer approaches the Union and demonstrates genuine difficulties with respect to the release of a particular Union delegate or representative at a particular time (including where the employer might have previously advised of its ability to release such Union delegate or representative) the Union will not unreasonably press its request for the release of that delegate/representative at that time. If the matter is not amicably resolved, it shall be processed in accordance with the dispute settlement procedure contained in clause 3.1.

11.5.6 In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted by the employer to cover the absence of the employee.

11.5.7 Leave granted to attend such training courses will not incur any additional payment or alternate time off if such course coincides with an employee's day off in a 19 day month working arrangement, or with any other concessional leave.

11.5.8 Such paid leave will not affect other leave granted to employees under this Award.

11.5.9 On completion of the course the employee shall, upon request, provide to the employer proof of their attendance at the course. Except in the case of sick leave or authorised leave, non-attendance at a training course will result in the employee not being paid for such time.

### Schedule A

Schedule A to the Accommodation Industry (Other than Hotels) Award - South-Eastern Division 2003 provides a *pro forma* letter which complies with the requirements of clause 4.1 of the Award. A letter in this form must be provided to all employees, upon engagement. The employer must complete the details required and sign the letter. The letter should be provided on the employer's letterhead. The provision of information provided to new employees as required by clause 4.1.1 in a written format other than that provided herein shall not constitute a breach of the Award.

Employee Name: \_\_\_\_\_

You have been engaged in accordance with the terms and conditions of the Accommodation Industry (Other than Hotels) Award - South-Eastern Division 2003. Clause 11.3 of the Award encourages you to join and maintain financial membership of the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees.

### EMPLOYER DETAILS

Employer's Name	
Employer's Address	

### NATURE OF EMPLOYMENT

Full-time, part-time or casual? (circle one only)	<b>Full-time</b>	<b>Part-time</b>	<b>Casual</b>
Commencement Date			
Probationary Period	Full-time and part-time employees shall be employed on the basis of a probationary period for the first 3 months of employment.		
At what premises will the employee work?			
What job or jobs is the employee to perform? (e.g. Cook, Waiter, Handy person, Cleaner etc)			

At what classification level is the employee engaged or is likely to be engaged? (e.g. Hospitality Services Grade 1, 2, 3 etc or Leisure Attendant Grade 1, 2, 3 etc) *	
Does a certified agreement apply at the workplace?	<b>YES or NO</b> If yes, what is the name of the agreement? <hr/>

**CONDITIONS OF EMPLOYMENT**

What are the number of hours to be worked?  <i>Where these details are unknown or vary according to the nature and requirements of the employer's business (e.g. for casual employees), it will be sufficient to include the words 'as per roster' or 'as required'.</i>	
What days of the week, and commencing and ceasing times will be worked?  <i>Where these details are unknown or vary according to the nature and requirements of the employer's business (e.g. for casual employees), it will be sufficient to include the words 'as per roster' or 'as required'.</i>	
A. For a full-time or part-time employee, what is the base rate of pay?  B. For a part-time employee not engaged to work a set number of hours per week, what is the rate of pay (inclusive of 10% loading)?  C. For a casual employee, what is the rate of pay (inclusive of 25% loading)?	A = \$..... per hour  B = \$..... per hour  C = \$..... per hour
What notice of termination is required for permanent employees?	The amount of notice will depend on length of service in accordance with clause 4.8 of the Award.
What notice of termination is required for casual employees?	As much as possible under the circumstances, providing that no notice is required under the Award.

Employer's Representative:

Signed: \_\_\_\_\_ Position: \_\_\_\_\_ Date: \_\_\_\_\_

Employee:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Note: Clause 4.6 of the Award provides for circumstances where 'mixed functions' may apply.

**Schedule B**

- (a)
  - (i) This schedule only applies to a regular casual employee.
  - (ii) A regular casual employee means a casual employee who is employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months.
- (b) A regular casual employee who has been engaged by a particular employer for at least 12 months, may elect (subject to the provisions of this schedule) to have the employee's contract of employment

converted to full-time or regular part-time employment.

(i) An employee who has worked at the rate of an average of 38 or more hours a week in the period of 12 months casual employment may elect to have the employee's employment converted to full-time employment.

(ii) An employee who has worked at the rate of an average less than 38 hours a week in the period of 12 months casual employment may elect to have the employee's employment converted to regular part-time employment.

(iii) Where a regular casual employee seeks to convert to full-time or regular part-time employment, the employer may consent or, on reasonable grounds only, refuse the election. In considering a request from a casual employee to convert to full-time or regular part-time employment the employer may have regard to any of the following factors:

- the size and needs of the workplace or enterprise;
- the nature of the work the employee has been doing;
- the qualifications, skills, and training of the employee;
- the trading patterns of the workplace or enterprise (including cyclical and seasonal trading demand factors);
- the employee's personal circumstances, including any family responsibilities; and
- any other relevant matter.

(c) Where it is agreed that a regular casual employee will have the employee's employment converted to full-time or regular part-time employment as provided for in this schedule, the employer and employee must discuss and agree upon:

- (i) to which form of employment the employee will convert - that is, full-time or regular part-time employment; and
- (ii) if it is agreed that the employee will become a regular part-time employee, the matters referred to in clause 4.2 of this Award.

(d) Despite clause 4.2.4 of this Award, where a regular casual employee is engaged for a 2 hour minimum shift pursuant to clause 4.3.3 of this Award, the employer and employee may agree that the employee will convert to regular part-time employment as provided for in this schedule for a minimum of 2 consecutive hours on any shift. However, nothing in this schedule requires an employer to convert a casual employee working 2 hour shifts to regular part-time employment.

(e) The date from which the conversion will take effect is the commencement of the next pay cycle following such agreement being reached unless otherwise agreed.

(f) Once a regular casual employee has converted to full-time or regular part-time employment, the employee may only revert to casual employment with the written agreement of the employer.

(g) An employee must not be engaged and/or re-engaged (which includes a refusal to re-engage) to avoid any obligation under this Award.

(h) Nothing in this schedule obliges a casual employee to convert to full-time or regular part-time employment, nor permits an employer to require a casual employee to so convert.

(i) Nothing in this schedule requires an employer to convert the employment of a regular casual employee to full-time or regular part-time employment if the employee has not worked for 12 months or more in a particular establishment or in a particular classification stream.

(j) Nothing in this schedule requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or regular part-time employment.

(k) Any dispute about a refusal of an election to convert a contract of employment or about the matters referred to in sub-paragraph (b) of this schedule must be dealt with in accordance with the provisions of clause 3.1 - Grievance and Dispute Settling Procedure.

(l) Eligible employees who convert their employment under the provisions of this schedule may do so from 1 July 2004. Service with the same employer prior to 1 July 2004 will be taken into account for the purposes of any such election. Any dispute arising about the application of this schedule between the date of this order and 1 July 2004 may be referred to the Commission for resolution.

Dated 15 July 2003.

By the Commission,  
[L.S.] E. EWALD,  
Industrial Registrar.

Operative Date: 15 September 2003