

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 698 - reprint of award

**BOARDING HOUSE EMPLOYEES AWARD - STATE
(EXCLUDING SOUTH-EAST QUEENSLAND) 2003**

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Boarding House Employees Award - State (Excluding South-East Queensland) 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Boarding House Employees Award - State (Excluding South-East Queensland) 2003 as at 1 January 2011.

Dated 1 March 2011.

[L.S.] G.D. Savill
Industrial Registrar

**BOARDING HOUSE EMPLOYEES AWARD - STATE
(EXCLUDING SOUTH-EAST QUEENSLAND) 2003**

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Boarding House Employees Award - State (Excluding South-East Queensland) 2003.

1.2 Arrangement

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1.3 Date of operation

This Award takes effect from 29 September 2003.

1.4 Award coverage

This Award applies to all employees, for whom classifications and rates of pay are prescribed herein, employed in Boarding Houses, Motels, Hostels, Private Hotels, Serviced Rooms or Flats, and any other types of residential or tourist accommodation and to their employers within the State of Queensland, including all off-shore islands, exclusive of that portion of the Southern Division 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 to the coastal border of the State, including all off-shore islands falling within that designated area. This Award shall not apply to work ordinarily covered by the Award for Accommodation and Care Services Employees in Homes for Aged Persons - State (Excluding South-East Queensland).

1.5 Definitions

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

1.5.2 "Adult" means an employee of 20 years of age and over.

1.5.3 "Boarding Houses", "Motels", "Hostels", "Private Hotels", "Serviced Rooms or Flats", and "Any Other Type of Residential or Tourist Accommodation" are deemed to mean and include any accommodation establishment in which accommodation is provided for 7 or more paying guests, boarders or lodgers not being members of the family of the proprietor or manager, but are not deemed to include any of the establishments and/or institutions named in Schedule 1 to this Award nor to Boarding Schools, Residential Colleges, Hospitals, Industrial Schools or Orphanages.

1.5.4 "Commission" means the Queensland Industrial Relations Commission.

1.5.5 "Union" means The Australian Workers' Union of Employees, Queensland.

1.6 Area of operation

For the purposes of this Award the Divisions and Districts are as follows:

1.6.1 Divisions

Northern Division - That portion of the State north of a line commencing at the junction of the 21st parallel of south latitude with the sea-coast; then by that parallel of latitude due west to the 147th degree of east longitude; then by that degree of east longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State, including all islands north of the 21st parallel of south latitude which are within the State of Queensland.

Mackay Division - That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement; and including all islands situated between the 21st and 22nd parallels of south latitude and within the State of Queensland.

Southern Division - That portion of the State not included in the Northern or Mackay Divisions but excluding that area within the following boundaries: 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 including all off-shore islands falling within that designated area.

1.6.2 Districts

(a) Northern Division:

Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

Western District - That portion of the Northern Division west of 144 degrees 30 minutes of east longitude including Thursday Island.

(b) Southern Division:

Eastern District - That portion of the Southern Division within the following boundaries: Commencing at the junction of the east coast with the 22nd parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 24 degrees 30 minutes of south latitude; then by that parallel of latitude due east to the sea-coast and including all islands within the State of Queensland between the 22nd parallel and 24 degrees 30 minutes of south latitude.

Western District - The remainder of the Southern Division.

1.7 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.

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 SETTLING PROCEDURES

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 Employment categories

4.1.1 Employees (other than casual employees) covered by this Award shall be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) full-time;
- (b) casuals (as prescribed in clause 4.2); or
- (c) juniors (as prescribed in clause 4.3).

4.2 Casual employment

4.2.1 A casual employee is engaged and paid on an hourly basis. Casual employees shall be paid for all ordinary time worked with a loading (i.e. casual loading or penalty loadings) in addition to the employee's ordinary hourly rate, which shall be the full-time rate divided by 38. Casual employees shall therefore be paid the following ordinary time loadings in addition to their ordinary time rate:

For all work performed on Monday to Friday inclusive - 25% of the aforesaid ordinary rate;

For all work performed on Saturdays and Sundays - 50% of the ordinary rate;

For all work performed on public holidays - 150% of the ordinary rate.

4.2.2 A casual employee is subject to termination without notice.

4.2.3 A casual employee is usually employed for less than 38 hours in any one week.

4.2.4 Casual employees shall be paid as for a minimum of 2 hours work per engagement.

4.3 Juniors

4.3.1 *Proportion of junior employees*

The proportion of junior employees to Adult employees shall not exceed one to 4 or fraction of 4 (a junior being a person receiving less than a rate of pay prescribed for an Adult employee):

Provided that where managers and/or proprietors are actively engaged in the work covered by this Award they may be included as Adult employees for the purpose of clause 4.3.1.

4.4 Incidental and peripheral tasks

4.4.1 Arising out of the Decision of the State Wage Case of October 1989, and in consideration of the wage increases resulting from the first Structural Efficiency adjustment operative from 13 March 1990, 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.

4.4.2 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;
- (b) be subject to the employee having the skills or competence to perform the initial tasks.

4.5 Anti-discrimination

4.5.1 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 amended 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 the above attributes;

(b) sexual harassment; and

(c) racial and religious vilification.

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

4.5.3 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.

4.5.4 Nothing in clause 4.5 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*; or

(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.

4.6 Termination of employment

4.6.1 *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.

4.6.2 *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 two 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.

4.6.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be one week. 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 4.6.2(d) for a period of notice of one week.

4.6.4 *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.

4.7 Introduction of changes

4.7.1 *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.

4.7.2 *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 alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.7.1.
- (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.

4.8 Redundancy

4.8.1 *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 4.8.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects 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.

4.8.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.8.1 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 4.6.

- (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.

4.8.3 *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 (transmitter) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmitter 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 transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.8.3, '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.

4.8.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.8.1, 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.

4.8.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.8.1, 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.

4.8.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.6.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.8.1(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.

4.8.7 *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.

4.8.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.8.1(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.

4.8.9 *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.

4.8.10 *Employees with less than one year's service*

Clause 4.8 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.

4.8.11 *Employees exempted*

Clause 4.8 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.

4.8.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.8 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.

4.8.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.8.6 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 transferee which recognises the period of continuous service which the employee had with the transferor, and any prior transferor, to be continuous service of the employee with the transferee; or
- (ii) where the employee rejects an offer of employment with the transferee:
 - (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 transferor; and
 - (B) which recognises the period of continuous service which the employee had with the transferor and any prior transferor to be continuous service of the employee with the transferee.

(b) The Commission may amend clause 4.8.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.8.14 *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.

4.8.15 *Employees of Queensland Government Departments and Agencies*

The provisions of clause 4.8 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 4.8.

4.9 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 Definition of classifications

5.1.1 "Hospitality Services Grade 1" means:

- (a) an employee who has not achieved the appropriate level of training and who is primarily engaged in one or more of the following:
 - (i) cleaning, tidying and general assistant of kitchen, food preparation, customer service areas, including the cleaning of equipment, crockery and general utensils;
 - (ii) assembly and preparation of ingredients for cooking;
 - (iii) handling, storing and distributing goods, including pantry items and linen;
 - (iv) setting and/or wiping down tables, removing food plates, emptying ashtrays and picking up glasses;
 - (v) assisting employees who are cooking;
 - (vi) general cleaning duties;
 - (vii) providing general assistance to employees of a higher grade not including cooking or direct service to customers;
 - (viii) laundry and/or linen duties which may include minor repairs to linen or clothing such as buttons, zips, seams, and working with flat materials;
 - (ix) the collection and/or delivery of guests' personal dry-cleaning and laundry, linen and associated materials to and from accommodation areas;
 - (x) parking guests cars;
 - (xi) any other employee for which no specific classification exists in this Award and who has had more than 3 months service with the employer.

5.1.2 "Hospitality Services Grade 2" means:

- (a) an employee who has not achieved the appropriate level of training and who is primarily engaged in one or more of the following:
- (i) receiving, storing and distributing goods;
 - (ii) servicing accommodation areas and cleaning thereof;
 - (iii) tray service to guests' rooms;
 - (iv) transferring guests' baggage and/or property;
 - (v) driving a passenger vehicle or courtesy bus;
 - (vi) providing butler service, basic food and beverage services with personalised guest services;
 - (vii) assisting in dry-cleaning process;
 - (viii) cleaning duties using specialised equipment and chemicals;
 - (ix) Handyperson, being a person who is not a tradesperson and whose duties include the performance of routine repair work and maintenance in and about the employer's premises and other general duties such as pool, garden, etc.;
 - (x) Security Officer; or
- (b) means an employee who is primarily engaged in one or more of the following:
- (i) preparing and/or cooking a limited range of basic food items such as breakfasts, grills and snacks and a cook employed alone;
 - (ii) undertaking general waiting duties in a restaurant of food and/or beverages, including cleaning of restaurant equipment, preparing tables and sideboards, taking customer orders, serving food and/or beverages and clearing tables;
 - (iii) supplying, dispensing or mixing of liquor, including cleaning of area and equipment, preparing the bar for service, taking orders and serving drinks;
 - (iv) taking reservations, greeting and seating guests, taking telephone orders;
 - (v) assisting in the cellar;
 - (vi) receipt of monies;
 - (vii) attending a snack bar, buffet or meal counter;
 - (viii) attending in a coffee shop or espresso bar;
 - (ix) attending in a shop; or
- (c) means a person who is primarily engaged in one or more of the following:
- (i) acts as an assistant instructor;
 - (ii) does basic testing;
 - (iii) is responsible for setting up, distribution and care of equipment;
 - (iv) takes bookings and works at the front desk of a leisure facility;
 - (v) provides information to guests on leisure activities and facilities;
 - (vi) is a Pool attendant;
 - (vii) tests pools and spa waters for optimal levels;
 - (viii) is a powerboat observer;

(ix) Childminding attendant (Unqualified).

5.1.3 "Hospitality Services Grade 3" means:

- (a) an employee who has the appropriate level of training and who is primarily engaged in one or more of the following:
- (i) undertaking general waiting duties of both food and/or beverages, including cleaning of restaurant equipment, preparing tables and sideboards, taking customer orders, serving food and/or beverages and clearing tables;
 - (ii) supplying, dispensing or mixing of liquor, including cleaning of bar area and equipment, preparing the bar for service, taking orders and serving drinks;
 - (iii) assisting in the cellar;
 - (iv) receipt of monies;
 - (v) taking reservations, greeting and seating guests and taking telephone orders;
 - (vi) receiving, storing and distributing goods;
 - (vii) training, co-ordination and supervision of employees of lower grades;
 - (viii) major repair of linen and/or clothing including basic tailoring and major alterations and refitting;
 - (ix) dry-cleaning;
 - (x) Handyperson, being a person who is not a tradesperson and whose duties include the performance of routine repair work and maintenance in and about the employer's premises and other general duties such as pool, garden, etc.;
 - (xi) providing butler services, basic food and beverage services with personalised guest services; or
- (b) means a person who has the appropriate level of training and who is engaged in any of the following:
- (i) takes classes;
 - (ii) directs leisure activities such as in sporting areas, health clubs and swimming pools;
 - (iii) leads tours, and/or group activities;
 - (iv) developing or implementing activities for individuals or group of guests;
 - (v) Childminding attendant; or
- (c) A Grade 2 employee supervising and co-ordinating employees of Grade 2 or below.

5.1.4 "Hospitality Services Grade 4" means:

- (a) an employee who has the appropriate level of training and who is primarily engaged in one or more of the following:
- (i) undertaking general cooking duties, including a la carte cooking, baking, pastry cooking;
 - (ii) full control of a cellar, including stock control and ordering, including the receipt, delivery and re-ordering of goods within such area;
 - (iii) designing and mixing a range of sophisticated cocktails and other drinks, including stocktaking and ordering of stock;
 - (iv) a Grade 3 employee supervising, training and co-ordinating employees of Grade 3 and below; or
- (b) means a person who has the appropriate level of training, who plans and co-ordinates housekeeping activities, leisure activities and/or organises activity programmes and may supervise other housekeeping and/or leisure attendants at Grade 3 and below.

5.1.5 "Hospitality Services Grade 5" means:

- (a) an employee who has completed an apprenticeship or who has passed the appropriate trade level test and who is engaged in general cooking duties including a la carte, baking, pastrycooking duties, butcher; or
- (b) a Grade 4 employee supervising, training and co-ordinating employees of Grade 4 level and below.

5.1.6 "Hospitality Services Grade 6" means:

- (a) an employee who has the appropriate trade level of training and who is primarily engaged in one or more of the following:
 - (i) solely responsible for other cooks and other kitchen employees in a single kitchen establishment where no other trade qualified cooks are employed;
 - (ii) supervising, training and co-ordinating food and beverage staff including maintenance of service and operational standards, preparation of operational reports and staff rostering; or
- (b) general or specialised cooking duties including the training and supervision of other cooks and kitchen staff.

5.1.7 "Appropriate level of training" means:

- (a) completion of a training course deemed suitable according to guidelines issued through Tourism Training Australia for that particular classification. Such course to be accredited by the Australian Hospitality Review Panel;
- (b) that the employee's skills have been assessed to be at least the equivalent of those attained through the suitable course described in clause 5.1.7(a), such assessment to be undertaken by a qualified skills assessor; or
- (c) the employee is deemed by the employer to have the required level of skill.

5.2 Wage rates

5.2.1 The minimum rates of wages payable to the specified grades of employees shall be as set out in clause 5.2.1.

Minimum rates of pay for Adult employees:

Grade	Award Rate Per Week \$
Grade 1 (82%)	
(i) Kitchenhand	604.90
(ii) Pantry Workers, Linen Workers, Messenger, Restaurant Useful, Parking Attendant, Utility Worker, Yard Worker/Labourer/Porter, Laundry Worker	604.90
Grade 2 (88%)	
(i) Porter, Handyperson, Room Attendant, Maintenance Worker	628.90
(ii) Bar Attendant, Food and/or Drink Waiter, Restaurant Receptionist/Cashier	629.90
(iii) Storeperson/Cellarperson, Guest Movement Co-ordinator, Security Officer, Shop Assistant	629.90
(iv) Single Hand Cook (very basic cooking/snacks)	629.90
(v) Cook, Breakfast Cook	629.90
Grade 3 (92.4%)	
(i) Handyperson/Maintenance worker	648.30
Grade 4 (96%)	
(i) Head Waiter, Chief Housekeeper	663.30
(ii) Cook - a la carte cooking, baking, pastrycooking	663.30

Grade 5 (100%)	
(i) Qualified Cook, Baker, Butcher	682.00
(ii) Cook in charge of other cooks	682.00
Grade 6 (110%)	
Chef/Qualified Cook in charge of other cooks	723.70

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 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 Juniors

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

and thereafter at the appropriate Adult rate for the class of work being performed.

5.4 Allowances

5.4.1 Divisional and District Allowances -

Employees employed outside the Eastern District of the Southern Division shall be paid the following amounts in addition to the wage rates prescribed by clause 5.2.1 for the Division or District in which they are located:

	Adults Per Week
	\$
Northern Division, Eastern District	1.05
Northern Division, Western District	3.25
Mackay Division	0.90
Southern Division, Western District	1.05

These amounts are payable for all purposes of this Award.

5.5 Payment of wages

5.5.1 Wages shall be paid on the same day each week or fortnight and not more than 2 days' pay may be held by an employer.

Except where otherwise mutually agreed between the employer and the majority of employees, payment of wages shall be made in cash or by electronic funds transfer, either weekly or fortnightly and either on a Friday or on the day which coincides with the pay day of the majority of the establishment. Where the pay day falls on a holiday, the preceding business day shall be the pay day for that period.

5.5.2 Wages shall be paid in the employer's time and any employee who is not paid within 15 minutes of such employee's ordinary ceasing time shall be deemed to be working during the time they are kept waiting.

5.5.3 Employees going on annual leave shall be paid for such annual leave before departure.

5.5.4 In case of dismissal or of an employee leaving the service of an employer after having given the prescribed notice, the employee shall be paid all wages due within 15 minutes of ceasing work.

5.5.5 Casual employees may, by mutual consent, be paid in accordance with clause 5.5.1 or at the termination of each engagement.

5.6 Superannuation

5.6.1 The superannuation provisions for all employees covered by this Award shall be in accordance with the Declaration of General ruling handed down by the Full Bench of the Commission and contained in 132 QGIG 1105-1111:

Provided that for each employee the employer shall contribute a sum in accordance with the provision of the Superannuation Guarantee Charge. This sum is to be paid to an approved superannuation scheme, retrospective to the date of the employee's appointment:

Provided further that contributions shall be made into a nominated fund agreed between the employer and the Union.

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

6.1 Hours of work

6.1.1 All staff

The ordinary working hours shall not exceed 38 in any one week or 8 in any one day and shall be worked on not more than 5 days of the week.

6.1.2 Kitchen and dining room staff

The ordinary daily working hours of kitchen and dining room staff and housemaid/waitresses shall be worked within a spread of 12 hours with not more than one break between periods of work between the hours of 6.00 a.m. and 8.00 p.m.:

Provided that by mutual agreement in writing between the employer and the Branch Secretary of the Union, employees may be required to commence their ordinary working hours prior to 6.00 a.m., but in no case shall the daily spread of hours exceed 12.

6.1.3 Porters

The ordinary daily working hours for porters shall be worked continuously, excluding meal breaks, and shall be worked between the hours of 6.00 a.m. and 7.00 p.m.:

Provided that shift work may be performed where the employer and employees agree to a roster and where the Union consents to such roster in writing.

6.1.4 Other staff

The ordinary daily working hours of all other staff shall be worked continuously excluding meal breaks, between the hours of 6.00 a.m. and 6.00 p.m.

6.1.5 Other hours by agreement

Notwithstanding the provisions of clause 6.1, employees may be required to work in accordance with such other hours of work as are mutually agreed upon, in writing, between the employer and the Branch Secretary of the Union.

6.2 Roster posting

6.2.1 A roster showing starting and ceasing times for the ordinary hours of duty of full-time employees and the times between which the period is allotted for each meal together with the surname and initials of each employee shall be prepared by the employer and shall be posted in a conspicuous place or places accessible to the employees concerned. The roster shall be alterable by mutual consent at any time or by amendment of the roster on 7 days' notice.

6.2.2 Where practicable, 2 weeks' notice of rostered days off shall be given provided that the days off may be changed by mutual consent or is rendered necessary by the absence of other employees from duty, shortage of staff, or other cause over which the employer has no control and in which cases 12 hours' notice shall be sufficient.

6.3 Meal breaks

6.3.1 Meals supplied to employees shall be of good quality and of sufficient quantity and well cooked, and shall include afternoon tea.

6.3.2 Except as hereinafter provided every employee shall be entitled to a meal break of not less than 30 minutes nor more than one hour for breakfast, lunch or dinner. No employee shall work for more than 5 hours without a meal break except where overtime of one hour's duration or less is being worked immediately following an employee's ordinary ceasing time.

- 6.3.3 Shift workers shall be allowed a paid crib break of 30 minutes' duration to be taken not earlier than the 4th hour nor later than the 5th hour of the shift.
- 6.3.4 Where an employee is required to work through their normal meal break they shall be paid at the rate of double time for all work so performed and such double time shall continue to be paid until such time as a 30 minute meal break can be taken or until the employee ceases for the day.
- 6.3.5 Any employee who is required to continue working for more than one hour beyond their ordinary ceasing time shall, if not notified on the previous working day, be provided with an adequate meal by their employer or paid an amount of \$12.10 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, they shall be paid \$12.10 for any meal so provided.

6.4 Rest pauses

All employees shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of their daily work. Such rest pauses shall be taken at such times as will not interfere with continuity of work here continuity is necessary.

6.5 Overtime

- 6.5.1 Except as hereinafter provided, all time worked outside or in excess of the ordinary hours prescribed in clause 6.1 or outside the usual commencing and ceasing times shall be deemed to be overtime and shall be paid for at the rate of time and a-half:

Provided that employees shall be paid at the rate of double time for all overtime worked in excess of 3 hours in any one day.

- 6.5.2 In the compilation of overtime payments, any part of 15 minutes that is worked on any one day shall be paid for as a full quarter-hour.
- 6.5.3 All time worked on an employee's days off shall be paid for at the rate of double time with a minimum payment as for 2 hours worked.
- 6.5.4 All overtime worked by shift workers in excess of 8 hours per day or 40 hours per week or outside the rostered starting and ceasing times shall be deemed to be overtime and shall be paid for at the rate of double time.

6.6 Shift work

6.6.1 Shift allowances

In addition to the wage rates prescribed by this Award, shift workers shall be paid the following afternoon and night shift allowances for each afternoon or night shift worked:

- (a) Afternoon shift allowance:

The percentage allowance is 12.5% or \$9.70 per shift (whichever is the greater).

- (b) Night shift allowance:

The percentage allowance is 15% or \$9.70 per shift (whichever is the greater).

- (c) It is a condition of this Award that no employee is disadvantaged as a result of this change from a flat rate shift allowance to a percentage shift allowance.
- (d) Shift allowance(s) shall not apply to shift work performed on a Saturday or Sunday. All ordinary time worked by shift workers between midnight Friday and midnight Saturday shall be paid for at the rate of time and a-half.

For the purposes of clause 6.6.1 the percentage which is quoted shall be the amount which is payable for each shift, in addition to the employee's ordinary time wage rate.

6.7 Weekend work

All time worked by employees, other than casuals, within their ordinary working hours as prescribed herein, between midnight Friday and midnight Saturday, shall be paid for at the rate of time and a-quarter and between midnight

Saturday and midnight Sunday at the rate of time and a-half.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 All employees (other than casual employees) 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 5 weeks if employed on shift work where 3 shifts per day are worked over a period of 7 days per week; or
- (b) Not less than 4 weeks in any other case.

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 7.1.5) 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, their pay, calculated in accordance with clause 7.1.5, for 4 or 5 weeks as the case may be and also the employees ordinary pay for any public holiday occurring during such period of 4 or 5 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 1/9th of their pay for the period of their employment in the case of a shift worker, and 1/12th of their pay for the period of their employment in the case of a day worker, calculated in accordance with clause 7.1.5.

7.1.5 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) Shift worker - Subject to clause 7.1.5(c), the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or public holiday shifts.
- (b) Leading hands etc. - Subject to clause 7.1.5(c), leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (c) All employees - Subject to the provisions of clause 7.1.5(d), 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 the Award for the period of the annual leave (excluding shift premiums and week-end penalty rates);
 - (ii) leading hand allowance or amounts of a like nature;
 - (iii) A further amount calculated at the rate of 17 1/2% of the amounts referred to in clauses 7.1.5(c)(i) and 7.1.5(c)(ii).
- (d) Clause 7.1.5(c) does not apply to:
 - (i) any period or periods of annual leave exceeding:
 - 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or
 - 4 weeks in any other case.
 - (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.

7.1.6 Reasonable notice of the commencement of annual leave shall be given to the employee.

Except as hereinbefore provided, it shall not be lawful for the employer to give or for any employee to receive payment in lieu of annual leave.

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 ordinary number of hours that 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.
- (f) Part-time employees accrue sick leave on a proportional basis.

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

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 evidence to the employer's satisfaction, 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 their employer; or
- (b) the employer or employee terminates the employee's employment and the employee is re-employed within 3 months; or
- (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 Bereavement leave

7.3.1 Full-time and part-time employees

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.

7.3.2 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 7.3.2.

7.3.3 "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.

7.3.4 *Unpaid leave*

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.

7.4 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.

7.5 Family leave

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

7.5.1 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.

7.5.2 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.

7.6 Public holidays

7.6.1 Subject to clause 7.6.6 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 are 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, and if any employee concerned actually works on Labour Day, such employee will be paid a full day's wage for that day and in addition a payment for the time actually worked by the employee at one and a-half times the ordinary time rate of pay prescribed for such work 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 *Industrial 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 will 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 Double time and a-half

For the purposes of clause 7.6 "double time and a-half" means one and a-half day's wages in addition to the employee's ordinary time rate of pay or *pro rata* if there is more or less than a day.

7.6.5 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 New Year's Day.

7.6.6 Substitution

Where there is agreement between the employer and the majority of employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day will be at the rate of double time and a-half at the employees' ordinary time rate of pay.

7.6.7 *Holidays in lieu* - Should any of the holidays mentioned in clause 7.6 fall on an employees day or day's off, such employee shall receive another one or 2 days off as the case be in lieu thereof, or one or 2 days shall be added to the employee's annual leave, or alternatively, one or 2 day's wages, at ordinary rates shall be paid in addition to the weekly wage.

7.7 Jury service

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) "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 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 Commitment to training

9.1.1 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.

- 9.1.2 The parties commit themselves to continuing such training as is regarded by them as appropriate and improving training in such cases where this is required.
- 9.1.3 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.
- 9.1.4 The parties agree to continue discussions on issues raised in relation to training.
- 9.1.5 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 Breakages

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

10.2 Uniforms

Where employees are required to wear a uniform or any other distinctive type of clothing, such uniform or clothing shall be supplied, maintained, and laundered at the employer's expense, and shall be the property of such employer.

10.3 First aid

In all establishments a first aid cabinet shall be available for employees in cases of accident. Such first aid cabinet shall be kept and maintained in accordance with the provisions of the *Workplace Health and Safety Act 1995* relating to such first aid cabinets.

10.4 Laundry

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 the necessary laundry materials and any equipment necessary for them to wash and iron their own clothes, free of cost.

10.5 Sleeping accommodation

Where provided for employees, sleeping accommodation shall be fit and proper:

Provided that should any dispute arise as to what constitutes fit and proper sleeping accommodation, the matter shall be referred to the nearest Industrial Magistrate, whose decision shall be binding on employer and employee.

10.6 Food and accommodation

Where food and/or accommodation are provided, the employee and the employer may agree in writing to a suitable and reasonable weekly deduction to be made from the employee's weekly wages.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

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 Right of entry

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 they do not want their 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 full-time, 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 Posting of award

A copy of this Award shall be posted up in a conspicuous place on the premises of the employer.

11.4 Time sheets

Time-sheets or time-books shall be provided by the employer, wherein each employee shall enter daily the starting and ceasing times.

Schedule 1

*List of Premises not included in the term
"Boarding House"*

All Youth Hostels conducted by and under the auspices of the Youth Hostels Association of Queensland.

Children's Homes and Family and Women's Refuges and Counselling Centres and other Welfare Establishments operated from time to time by the Division of Child and Family Welfare of the Uniting Church in Australia, Queensland synod.

Schedule 2

Second Tier Wage Approvals

Each of the undermentioned employers, so far as they are bound by this Award being a party to a Restructuring and Efficiency Agreement, has satisfied the Commission that the wage increase listed herein should be applicable to its employees in the locations shown operative from the date listed. "Ordinary time" rate of pay for a relevant classification under this Award means the rate prescribed herein for a normal working week (day/hour) exclusive of extraneous payments such as production bonuses, special overtime and penalty rates and allowances for tools, disabilities, shift work, fares and travelling time and payment by results and any other ancillary payment of a like nature.

Employer	Location (Where necessary)	Increase in Wage Rates Existing as at 01.12.87	Operative Date	Approval Date
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Permanent Heads

of Queensland
Government
Departments

4%

1.3.88

9.9.88

Dated 29 July 2003.

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

Operative Date: 29 September 2003