

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

BOARDING SCHOOLS, RESIDENTIAL COLLEGES AND OTHER NON-COMMERCIAL ESTABLISHMENTS ACCOMMODATION AWARD - SOUTH-EASTERN DIVISION 2003

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Boarding Schools, Residential Colleges and Other Non-Commercial Establishments Accommodation Award - South-Eastern Division 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 Schools, Residential Colleges and Other Non-Commercial Establishments Accommodation Award - South-Eastern Division 2003 as at 1 September 2010.

Dated 1 November 2010.

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

BOARDING SCHOOLS, RESIDENTIAL COLLEGES AND OTHER NON-COMMERCIAL ESTABLISHMENTS ACCOMMODATION AWARD - SOUTH-EASTERN DIVISION 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Boarding Schools, Residential Colleges and Other Non-Commercial Establishments Accommodation Award - South-Eastern Division 2003.

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1.3 Date of operation

This Award takes effect from 27 October 2003.

1.4 Coverage

1.4.1 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.

1.4.2 Application of Award

- (a) This Award will have application to employees, for whom classifications and rates of pay are contained herein, employed by, in or in connection with:
- (i) Residential Colleges;
 - (ii) Boarding Schools; and
 - (iii) Other non-profit organisations whose primary function is the provision of accommodation.
- (b) This Award will not have application to employees covered by the:
- (i) Agricultural Colleges (Domestic and General Staff) Award - State 2003;
 - (ii) Award for Accommodation and Care Services Employees for Aged Persons - South-Eastern Division;
 - (iii) Hotels, Resorts and Accommodation Industry Award - South-Eastern Division 2002;
 - (iv) Accommodation Industry (Other Than Hotels) Award - South-Eastern Division 2003;
 - (v) School Officers' Award - Non-Governmental Schools 2003; and
 - (vi) Teachers' Award - Non-Governmental Schools 2003.
- (c) This Award will also not have application to:
- (i) School Cleaners not employed in Boarding Schools and covered by the Miscellaneous Workers' Award - State 2003;
 - (ii) Employees employed by the Youth Hostels' Association of Queensland;
 - (iii) Persons engaged in the supervision of students or residents in or associated with residential accommodation, e.g. dormitory supervision or similar and associated duties;
 - (iv) Members of religious orders; and
 - (v) Employees covered by the Catholic Boarding Schools and Colleges employees South-Eastern Division Industrial Agreement.

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 An "Averaging Employee" is an employee who is engaged to work less than 52 weeks per annum in terms of clause 4.5.
- 1.5.3 "Boarding School" means and includes any educational institution providing primary level, secondary level or vocational education that makes provision, as part of the provision of education or as an adjunct to the provision of education, for students to be accommodated.
- 1.5.4 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.5 "Residential College" means and includes a college attached to a tertiary educational institution that provides accommodation to students at a particular educational institution.
- 1.5.6 "Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees.

1.6 Parties bound

This Award will be binding upon the employers and employees as prescribed by clause 1.4.2(a), and upon 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 & 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 the Union, be reported to the relevant officer of the 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 casuals) covered by this Award shall be advised in writing of their employment category

upon appointment.

Employment categories are:

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

4.1.2 Employees other than casuals may be employed on the basis of a probationary period for the first 3 months of such employees' employment.

4.2 Part-time and term-time employment

4.2.1 "Part-time employee" means an employee engaged to perform an average of less than 38 ordinary hours per week.

4.2.2 "Term-time employee" is a continuing employee engaged to work an average of:

- (a) 38 ordinary hours per week but less than 52 weeks per annum;
- (b) less than 38 ordinary hours per week and less than 52 weeks per annum.

4.2.3 Part-time and term-time employees may be engaged on the following terms:

- (a) All conditions provided for full-time employees will apply to part-time and term-time employees.
- (b) A part-time or term-time employee will be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed in clause 5.2 for the class of work performed.
- (c) A part-time or term-time employee who works in excess of the ordinary daily or weekly hours prescribed in the contract of employment will be paid overtime in accordance with clause 6.4 (Overtime).
- (d) Part-time and term-time employees will be entitled to receive *pro rata* entitlements to annual leave, sick leave, bereavement leave and long service leave, in accordance with the provisions contained in this Award.
- (e) Where a public holiday falls on a day upon which a part-time or term-time employee is normally employed, that employee will be paid the appropriate rate for the number of hours normally worked on that day.
- (f) A part-time or term-time employee will be entitled to the full provisions prescribed for permanent employees under the Termination of Employment, Introduction of Changes, Redundancy provisions (clauses 4.8, 4.9 and 4.10).

4.2.4 Employees may be engaged as term-time or part-time employees in accordance with the provisions of clause 4.2 as appropriate or as an Averaging Employee outlined in clause 4.5

4.3 Casual employment

4.3.1 A casual employee is an employee engaged by the hour whose ordinary hours do not exceed 38 in any one week.

4.3.2 Casual employees will receive an hourly rate of 1/38th of the appropriate weekly rate plus the following loadings for all ordinary hours worked:

23%	Monday to Friday
25%	Saturday
50%	Sunday

4.4 Mixed functions

An employee who is required to perform work on any day for which a higher rate of pay is prescribed in clause 5.2 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.

4.5 Averaging employees

4.5.1 Facility exists for agreement to be reached between employer and the employee/s affected, for employees who work less than a full year to have their pay averaged out over the full year.

Where such agreement exists, it will be recorded in writing between the employer and employees affected and a copy must be kept as part of the time and wages record.

4.5.2 Employees employed as "Averaging Employees" will be entitled to receive pro rata entitlements as provided by this Award.

4.6 Incidental and peripheral tasks

4.6.1 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.

4.6.2 The assignment of incidental or peripheral tasks to an employee or a class of employees should:

- (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 incidental tasks;

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 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 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 dispute 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.

4.7.3 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 organization, 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 a full-time or part-time 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 one week.

4.8.4 *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.

4.9 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.

4.11 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 Definition of classifications

5.1.1 *Boarding school employee level 1 (78.0%)*

- (a) Will mean an employee who is:
 - (i) undertaking up to 3 months on the job training so as to enable the employee to be employed at a higher level; or

- (ii) providing general assistance to employees of a higher grade, not including cooking or direct service to students or residents and where such work requires minimal initiative, discretion or interaction with guests or clients.

(b) Indicative duties of an employee at this level include:

- (i) Cleaning, tidying and setting up of kitchen, food preparation and service areas, including the cleaning of equipment, crockery and general utensils;
- (ii) Assembly and preparation of ingredients for cooking;
- (iii) Handling pantry items and linen;
- (iv) Setting and/or wiping down tables, removing food plates, emptying ashtrays and picking up glasses;
- (v) General cleaning, gardening and labouring tasks.

5.1.2 *Boarding school employee level 2 (82.0%)*

(a) Will mean an employee possessing skills and performing duties beyond that of a Level 1 employee. An employee at this level works under routine supervision and is responsible for the quality of their own work.

Indicative duties of an employee at this level include:

- (i) Heating pre-prepared meals and/or preparing simple food items, such as sandwiches, salads and toasted foodstuffs;
- (ii) Undertaking general waiting duties of both food and/or beverages, including cleaning of catering equipment, preparing tables and sideboards, clearing tables, taking orders at a table;
- (iii) Serving food and/or beverages to tables;
- (iv) Service from a meal counter;
- (v) Receipt of moneys, giving change, operation of cash registers;
- (vi) Greeting and seating of residents and guests under general supervision;
- (vii) Receiving, storing and distributing goods not involving the extensive use of documents and records;
- (viii) Laundry and specialised cleaning duties involving the use of specialised cleaning equipment and/or chemicals;
- (ix) Allocated building, maintenance and/or gardening duties.

5.1.3 *Boarding school employee level 3 (88.0%)*

(a) Will mean an employee possessing skills and performing duties beyond that of a Level 2 employee. An employee at this level works under routine supervision and is responsible for the quality of their own work.

Indicative duties of an employee at this level include:

- (i) Preparing and cooking a limited range of basic food items such as breakfasts, grills and snacks;
- (ii) Supervising of the clearing of tables after and during meals, receipt of moneys and greeting of residents and guests;
- (iii) Receiving, storing and distributing goods not involving the control of the store;
- (iv) Security work, requiring the holding of an appropriate licence;
- (v) Supervision and instruction of employees of a lower level.

5.1.4 *Boarding school employee level 4 (92.4%)*

(a) Will mean an employee without relevant trade qualifications possessing skills and performing duties beyond that of a Level 3 employee.

An employee at this level works under general supervision and is responsible for assuring the quality of their own work.

Indicative duties of an employee at this level include:

- (i) Undertaking general cooking duties, including a la carte cookery, baking, pastry cooking or butchery of a non-trade nature;
- (ii) Full control of stock and ordering;
- (iii) Providing supervision and instruction to employees of a lower grade in addition to performing duties from Level 3.

5.1.5 *Boarding school employee level 5 (100.0%)*

- (a) Will mean an employee possessing either a relevant trade qualification and/or the equivalent skill and/or experience.

Indicative duties of an employee at this level include:

- (i) Trade cooking duties including baking, pastrycooking or butchering duties;
- (ii) Other trade work appropriate to an employee's trade;
- (iii) Providing supervision and instruction to employees of a lower grade in addition to performing duties from Level 4.

Note: The employer may require the employee to provide proof of any previous service or a trade certificate at the time of commencing employment. Where it is established that the employee failed to disclose that information when required to do so such service or qualification will not be taken into account when assessing any later claim on the employer.

5.1.6 *Boarding school employee level 6 (110.0%)*

- (a) Will mean an employee possessing either relevant post-trade qualifications and/or the equivalent skill and/or experience.

Indicative duties of an employee at this level include:

- (i) Co-ordination, training and supervision of employees at lower levels;
- (ii) Responsibility for the maintenance of service and operational standards;
- (iii) Preparation of operational reports;
- (iv) Development of stock control and security procedures;
- (v) Menu planning;
- (vi) Staff recruitment and induction (not including the right to engage or terminate the services of employees).

5.2 **Wage rates**

- (a) The minimum weekly rate of pay for employees covered by this Award will be as follows:

	Weekly Rate \$
LEVEL 1	588.20
LEVEL 2	604.90
LEVEL 3	629.90
LEVEL 4	648.30
LEVEL 5	682.00
LEVEL 6	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.

(b) Junior employees

	Percentage of Minimum Adult Rate %
Under 17 Years of Age	60.0
17 and under 18 Years of Age	70.0
18 and under 19 Years of Age	80.0
19 and under 20 Years of Age	90.0

And thereafter at the appropriate rate prescribed for adults for the class of work being performed.

5.3 Allowances

5.3.1 Broken shift allowance

Where a full-time employee works a broken shift, such employee will be paid 5% in addition to the ordinary rate for every shift so worked.

5.3.2 Locomotion

Where an employee is required by the employer to use a motor vehicle on the employer's business, it will be provided and will be maintained by the employer, or, if supplied by the employee, the employee will be reimbursed each week:

- (a) In a case where the employer requires the vehicle to be used to carry heavy or bulky equipment the property of the employer: \$0.57c per kilometre.

For the purpose of clause 5.3.2, "heavy or bulky equipment" could include commercial polishing, scrubbing or like machines, but will not include small or light items.

- (b) In a case where the vehicle is not used to carry equipment the property of the employer: \$0.28c per kilometre.

5.4 Payment of wages

5.4.1 All employees will be paid on the same day either weekly or fortnightly, or otherwise by agreement, and the employer will hold not more than 2 days' pay in hand.

5.4.2 The payment of wages may be by any one of the following methods as determined by the employer:

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

5.4.3 In case of dismissal or of an employee leaving the services of an employer after having given the prescribed notice, the employee will be paid all wages due within 15 minutes of ceasing work:

Where an employee is paid by electronic funds transfer the employer will 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.

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

5.5 Superannuation

The Superannuation provisions of this Award shall be determined in accordance with the relevant Commonwealth legislation for occupational superannuation funds and complying with the operating standards as prescribed by Regulations made under the relevant legislation.

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

6.1 Hours of work

- 6.1.1 The ordinary hours of duty for employees covered by this Award will not exceed an average of 38 hours per week over any work cycle.
- 6.1.2 Ordinary hours will be worked on not more than 5 days out of 7 and except by agreement, employees will have 2 consecutive days off.
- 6.1.3 Ordinary working hours will not exceed 10 hours on any day, except by agreement between the employer and employee/s concerned.

6.2 Meal breaks

6.2.1 Meal breaks and meal allowance

- (a) Where an employee is employed for at least 6 hours per day, such employee will be entitled to a continuous unpaid meal break of 30 minutes' duration.
- (b) Provided that no such employee will work for more than 5 hours without a break for a meal except where the employer and the employee mutually agree to work through the meal break as paid crib.
- (c) Where an employee is required to work through a meal break as prescribed in clause 6.2.1(a) such employee will be paid at the rate of double time for the duration of the meal break worked, excepting employees who agree to a paid crib break as in clause 6.2.1(b).
- (d) Any employee who is required to continue working for more than 2 hours beyond their ordinary ceasing time will be provided with an adequate meal by the employer or paid an amount of \$9.60 in lieu.
- (e) Where employees who have provided themselves with a meal because of receipt of notice to work overtime and such overtime is not worked, such employee will be paid \$9.60 for any meal so provided.

6.3 Rest pauses

- 6.3.1 All employees working at least a 7.6 hour day will be entitled to a rest pause of 10 minutes' duration in the employers 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 will be entitled to one 10 minute rest pause on that day. Such rest pauses will be taken at times so as not to interfere with the continuity of work where continuity is necessary:
- 6.3.2 Where an employee is rostered to work less than a 10 hour day and there is agreement between employer and the majority of employees concerned the rest pauses may be combined into one 20 minute rest pause.

6.4 Overtime

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

All overtime is to be authorised.

- 6.4.2 For the purposes of computing such overtime payments, each day will 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 will be deemed to be work performed on the previous day.
- 6.4.3 All overtime worked on a Sunday will be paid for at the rate of double time with a minimum payment as for 3 hours worked.
- 6.4.4 *Rest period after overtime*

- (a) When overtime is necessary it will 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 had at least 10 consecutive hours off duty between those times will, subject to clause 6.4.4, 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) Where an employee is required to resume or continue work without having had such 10 consecutive hours off duty, such employee will be paid at the appropriate ordinary hourly rate plus 100% until that employee is released from duty for such period and will 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) Where an employee is recalled to work overtime after leaving the employer's premises such time worked will not be regarded as overtime for the purpose of clause 6.4.4(b) when the actual time worked is less than 3 hours on such recall or on each of such recalls.
- (e) The provisions of clause 6.4.4 will 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; or
 - (ii) where a shift worker does not report for duty; or
 - (iii) where a shift is worked by agreement between the employees themselves with the approval of the employer.

6.5 Late night and weekend work

In addition to the employees' ordinary rate of pay, all ordinary hours worked by employees, other than casuals during the following periods will attract the following penalties:

6.5.1 Late night

All ordinary hours worked between 10.00 p.m. and 6.00 a.m. Monday to Friday will attract a penalty of 15% in addition to the ordinary rate:

Provided that, where the employer and a majority of the employees concerned at a workplace agree, an employee may commence ordinary hours on or after 5.00 a.m. without penalty.

6.5.2 Saturday

All ordinary hours worked between midnight Friday and midnight Saturday will attract a penalty of 25% in addition to the ordinary rate.

6.5.3 Sunday

All ordinary hours worked between midnight Saturday and midnight Sunday will attract a penalty of 50% in addition to the ordinary rate.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Except as provided in clause 7.1.5, every employee (other than a casual employee) covered by this Award will at the end of each year of employment be entitled to 4 weeks' annual leave on full pay.

- (a) The accrual rate for annual leave as from the making of this Award, will be 152 hours per year (4 weeks annual leave on the basis of a 38 hour week).
- (b) Leave debits on or after the making of this Award, will be equivalent to the ordinary hours the employee would have worked had they had not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.
- (c) Rostered days off arising from the implementation of the 38 hour week may be taken in conjunction with a period of annual leave.

7.1.2 Annual leave will be exclusive of any public holiday which may occur during the period of annual leave and

(subject to clause 7.1.7) will 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 wages at a rate in excess of the ordinary wages payable under clause 5.2, at that excess rate; and
- (b) in every other case, at the ordinary time rate of pay payable under clause 5.2 to the employee concerned immediately prior to that leave.

7.1.3 If the employment of an employee is terminated at the expiration of a full year of employment, the employer will be deemed to have given annual leave to the employee from the date of termination of employment and will immediately pay to the employee, in addition to all other amounts due, 4 weeks' pay for annual leave calculated in accordance with clause 7.1.7 and in addition payment for any public holidays occurring during such 4 week period.

7.1.4 If the employment of an employee is terminated before the expiration of a full year of employment, such employee will be paid, in addition to all other amounts due, an amount equal to 1/12th of the employee's pay for the period of employment calculated in accordance with clause 7.1.7.

7.1.5 Term-time employees will at the end of each year of employment be entitled to annual leave as follows:

$$\frac{\text{Number of Weeks Worked During the Year}}{52} \times 4 \text{ Weeks} \times \text{Average Hours Per Week Calculated on Weeks Worked}$$

7.1.6 Annual leave taken by employees working in Boarding Schools, will be taken during school vacation periods unless otherwise agreed between the employer and employee.

7.1.7 *Calculation of annual leave pay*

Annual leave pay (including any proportionate payments) will be calculated as follows:

- (a) All employees - Subject to clause 7.1.7 (b), in no case will 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 in clause 5.2 for the period of the annual leave (excluding weekend penalty rates);

(Note: For Averaging Employees this means their averaged weekly rate of pay.)
 - (ii) A further amount calculated at the rate of 17.5% of the amount referred to in clause 7.1.7 (a)(i).
- (b) The provisions of clause 7.1.7 (a) will not apply to the following:
 - (i) Any period or periods of annual leave exceeding 4 weeks;
 - (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:

Provided that part-time employees accrue sick leave on a proportional basis.

(b) This entitlement will accrue at the rate of 7.6 hours' sick leave for 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

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 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 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 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 Sick leave is unlike annual or long service leave in that it is conditional upon an employee being ill or injured to the point of being unfit for duty.

It is an insurance to protect the employee against hardship should the person concerned be unable to continue to work, and should be only so utilised.

- (a) This procedure is designed to curtail sick leave abuse by employees who are absent from work and who are not genuinely unfit for duty and is to operate notwithstanding the provisions of clause 7.2.
- (b) At the end of each 3 monthly period or such other period as presently applies, the employer may review the sick leave records with a view to establishing a list of employees whose record of attendance gives cause for reasonable concern.
- (c) Any employee with an unsatisfactory record may be interviewed by the employer in the presence of the Union representative if the employee requests. If the discussion in respect to the absences does not provide satisfactory reasons for the absences, then a letter of warning is to be sent to the employee.
- (d) If no improvement is observed in the next period, the employee may again to be interviewed (as in clause 7.2.5(c)), and if the interview results in unsatisfactory reasons being given, a second letter of warning may be sent to the employee, also indicating that proof of illness or a certificate may be required for any absence.
- (e) If the above action still results in unsatisfactory attendance at work then a final warning may be given and if this is disregarded, good grounds will have been established for termination of employment.
- (f) The above procedure does not operate to withdraw the employer's right to take termination action or other disciplinary action against any employee if that employee has been found guilty of filling out false sick leave application forms and claiming sick leave pay when that person was not genuinely on sick leave. That is a matter relating to fraudulent misrepresentation which may justify instant dismissal.

7.2.6 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) The term "long-term casual employee" means 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) 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 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 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 Employer and employee may agree on alternative method of payment for work on holiday

Notwithstanding any other provision of clause 7.6 and subject to any statutory limitations, when an employee works on a public holiday such employee will be paid at the rate prescribed by clause 7.6 for the particular holiday or by agreement between the employee and the employer may be paid at the ordinary rate and be given a day off in lieu thereof:

Provided that if an employee subsequently works on the day in lieu of the deferred public holiday, such employee will be paid in accordance with clause 7.6.1.

7.6.6 Employees, other than casuals, who do not work Monday to Friday of each week

Employees who do not work Monday to Friday of each week are entitled to public holidays as follows:

- (a) A full-time employee is entitled to either payment for each public holiday or a substituted day's leave.
- (b) A part-time employee or term-time employee is entitled to either payment for each public holiday or a substituted day's leave:

Provided that the part-time employee or term-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.

- (c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.
- (d) Where Christmas Day falls on a Saturday and the public holidays is observed on another day, an employee required to work on Christmas Day (i.e. 25th December) is to be paid at the rate of time and three-quarters in the case of work performed on a Saturday and double time in the case of work performed on a Sunday.
- (e) Nothing in clause 7.6.6 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

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, 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 Commitment to training and careers

- 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

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

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 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

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 an organisation of employees that has the right to represent the industrial interests of the employees concerned.

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 Posting of Award

A true copy of this Award must be exhibited in a conspicuous and convenient place on the premises so as to be easily read by employees.

Dated 26 August 2003.

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

Operative Date: 27 October 2003