

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**CATHOLIC BOARDING SCHOOL & COLLEGES EMPLOYEES AWARD -
SOUTH-EASTERN DIVISION 2006**

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Catholic Boarding Schools and Colleges Employees Award - South-Eastern Division 2006 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 Catholic Boarding Schools and Colleges Employees Award - South-Eastern Division 2006 as at 1 September 2010.

Dated 1 November 2010.

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

**CATHOLIC BOARDING SCHOOL & COLLEGES EMPLOYEES AWARD -
SOUTH-EASTERN DIVISION 2006**

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Catholic Boarding Schools and Colleges Employees Award - South-Eastern Division 2006.

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1.3 Definitions

- 1.3.1 "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.3.2 "Averaging employee" is an employee who is engaged to work less than 52 weeks per annum in terms of clause 4.5.
- 1.3.3 "Boarding School" means any school which provides board and lodgings for primary and/or secondary students.
- 1.3.4 "Casual Employee" means any employee engaged as such and who is employed by the hour on the class of work

for which the employee is engaged.

- 1.3.5 "Commission" means the Queensland Industrial Relations Commission.
- 1.3.6 "Day" means the period from midnight to midnight on any one Day.
- 1.3.7 "Duty" includes all tasks related to the personal care and supervision of students and tasks concerned with the maintenance of good order and behaviour. In addition to supervising students, tasks include the organising care and supervision of boarding accommodation. They may also include supervision of other staff, whether full-time, part-time or casual, as determined by the school authority.
- 1.3.8 "Full-time Employee" means an employee engaged by the week during a school year as outlined in the letter of appointment.
- 1.3.9 "Part-time Employee" means an employee not being a casual who is engaged as such pursuant to clause 4.3.
- 1.3.10 "South-Eastern Division of Queensland" comprises 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.
- 1.3.11 "Union" means either the Liquor, Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees, or the Queensland Independent Education Union of Employees.
- 1.3.12 "Year of Service". The salary payable to a boarding supervisor shall be determined with due regard for the employee's years of service in an equivalent capacity and be inclusive of service prior to the coming into force of this Award.

1.4 Date of operation

This Award takes effect from 15 May 2006.

1.5 Award coverage

- 1.5.1 The following conditions of employment apply to employees of Catholic Education Employing Authorities that operate Boarding Schools in the South-Eastern Division of Queensland and employers listed in the Schedule.
- 1.5.2 This Award does not apply to those persons who are in Holy Orders, members of a recognised religious order or are *bona fide* church workers and to those persons who satisfy any Industrial Magistrate that they wish to work in any particular establishment for religious motives, and who receive from the Industrial Magistrate a certificate of exemption.
- 1.5.3 The classification structure applies to all Boarding School employees including supervisors who are not teachers.

1.6 Parties bound

This Award is legally binding upon the employers and employees as prescribed by clause 1.5, upon the Liquor, Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees and its members, and upon the Queensland Independent Education Union of Employees and its members.

1.7 Pre-existing conditions

No employee shall have their conditions of employment altered to their detriment by reason of the coming into operation of this Award.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

- 2.1.1 As part of a process to 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 agreement reached between an employer and employee/s in any enterprise is contingent upon:
- (a) a majority of employees affected genuinely agreeing to the changes;
 - (b) the agreement being consistent with the current State Wage Case principles;
 - (c) the relevant Union or Unions (of employees or employers) being invited to participate in any discussions which involve alterations to award conditions, (and may be a party to any resultant award);
 - (d) changes sought in such agreements not affecting award provisions reflecting currently established standards of the Commission;
- 2.1.4 The relevant Unions (of employees or employers) shall not unreasonably withhold consent to an agreement reached between the parties.
- 2.1.5 As the enterprise agreement purports to alter award conditions:
- (a) it is to be the subject of an application to the Commission for approval and is to have no force or effect until approval is given;
 - (b) the relevant Unions of employees (and where appropriate of employers) are to be advised of such an application, its contents and the date of hearing.
- 2.1.6 (a) Upon approval being given by the Commission the agreement takes precedence over any provision of the relevant and named Award to the extent of any inconsistency therewith;
- (b) If the agreement is not approved it shall have no force or effect but may be remitted to the parties for further consideration.
- 2.1.7 Upon exhaustion of grievance procedure processes any disputed areas are subject to conciliation, mediation or arbitration.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Consultation

- 3.1.1 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industries covered by this Award and to enhance the career opportunities and job security of employees in such industries.
- 3.1.2 At each Boarding School, the employer, the employees and their Union/s commit themselves to establishing a consultative mechanism and procedures appropriate to the size, structure and need of that Boarding School. Measures raised by the employer, employees or Union/s for consideration consistent with the objectives of clause 3.1.1 shall be processed through the consultative mechanisms and procedures.

3.2 Grievance and dispute settling procedures

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.

- 3.2.1 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.
- 3.2.2 If the grievance or dispute is not resolved under clause 3.2.1, 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.
- 3.2.3 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 3.2.5.

- 3.2.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.2.2, 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 3.2.2 will not result in resolution of the dispute.
- 3.2.5 If, after discussion between the parties, or their nominees mentioned in clause 3.2.4, 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.
- 3.2.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.2.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.2.8 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.
- 3.2.9 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.
- 3.2.10 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.

3.3 Award modernisation

The parties are committed to a thorough examination of all Awards covering the industry to ensure that they reflect the needs of a modern and efficient industry and to eliminating or amending provisions which restrict the ability of the industry to adapt quickly and efficiently to the changes which may occur now and in the future and to providing a more efficient service to their customers.

The parties are committed to modernising the terms of the Award so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in the restructuring process.

In conjunction with the proposed new award structure the Union/s is prepared to discuss with employers all matters raised by the employer designed to increase flexibility:

Provided that the changes will not be of a negative cost-cutting nature, the parties agree that under this heading any award matter can be raised for discussion.

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

4.1 Employment categories

Every employee covered by this Award shall, upon appointment, be advised in writing of their employment status, whether it be:

- (a) full-time (as defined);
- (b) part-time (as defined); or
- (c) casual (as defined).

4.2 Full-time employment

Employees other than Casual or Part-time Employees shall be deemed to be employees engaged on a continuing basis and entitled to all of the benefits provided by this Award.

4.3 Part-time employment

4.3.1 The ordinary working hours for Part-time Employees shall not be less than 15 hours per week to be worked on not less than 3 or more than 5 days of the week. The ordinary daily working hours shall be worked, excluding meal breaks, and shall not be less than 3 hours or more than 8 hours per Day:

Provided that all such employees shall have rostered ordinary starting and ceasing times. Notwithstanding the foregoing provisions, 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 relevant Union.

4.3.2 Part-time Employees shall be paid at the rate of 1/38th of the appropriate full-time rate prescribed in clause 5.1.7.

4.3.3 Part-time Employees shall be entitled to a proportionate amount of annual leave, sick leave, long service leave, bereavement leave and all public holidays as prescribed in this Award.

4.4 Casual employment

4.4.1 Casual Employees shall be paid 1/38th of the appropriate weekly rate of pay for the classification concerned.

4.4.2 Casual Employees shall be paid for a minimum of 2 hours per engagement.

4.4.3 In addition to the rate prescribed in clause 4.4.1 the following loadings shall be payable:

23% for all ordinary hours worked;
 73% where the rate of pay is specified as time and a-half;
 123% where the rate of pay is specified as double time;
 173% where the rate of pay is specified as double time and a-half.

4.5 Averaging employees

4.5.1 (a) Facility hereby exists for agreement to be reached between an employer and the employee/s affected, for employees who work less than a full year to have their pay and hours averaged out over the full year. Where such an agreement is proposed the Union/s as defined herein shall be advised of the proposal prior to the final agreement being reached.

(b) Where such agreement exists, it shall 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 as "Averaging employees" shall be entitled to receive entitlements as provided by this Award.

4.6 Incidental and peripheral tasks

4.6.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.

4.6.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment (where relevant).

4.6.3 Any direction issued by an employer pursuant to clauses 4.6.1 and 4.6.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.7 Mixed functions

Where any person on any one Day is responsible for performing 2 or more classes of work to which a differential rate fixed by any award is applicable, such person, if employed for more than 4 hours on the class or classes of work carrying a higher rate, shall be paid the whole time that Day at the highest rate fixed by such award in respect of any of such classes of work. If employed for 4 hours or less on the class or classes of work carrying a higher rate such person shall be paid at such highest rate for 4 hours.

4.8 Anti-discrimination

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

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

4.8.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.2, 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.

4.8.3 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.

4.8.4 Nothing in clause 4.8 is to be taken to affect:

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

4.9 Termination of employment

4.9.1 *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.

4.9.2 *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 clause 4.9.2(a), 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 clause 4.9.2 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.

4.9.3 *Notice of termination by employee*

Except in the first week of employment, 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 the amount the employee would have received for one week. During the first week of employment, such employee may terminate by giving a Day's notice.

4.9.4 Annual leave shall not be used to provide the notice prescribed by clauses 4.9.2(a) and (b).

4.9.5 *Time off during notice period*

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

4.9.6 Notwithstanding the foregoing provisions, an employee may be stood down on leave of absence without pay during all school vacation periods when no work is available:

Provided that the continuity of employment shall be deemed not to have been broken for all Award and statutory purposes by such leave of absence during vacation periods:

Provided further, that where the employment of an employee is terminated by the employer in accordance with the provisions of clause 4.9.2 through no fault of the employee within one week of the end of any school term or during the following vacation, and such employee whose services are so terminated is re-employed by the same employer before the expiration of 2 weeks after the commencement of the next school term, the continuity of employment shall not be deemed to have been broken for the purposes of long service leave. Any period of non-employment for any such employee who is so re-employed shall not count as qualifying service for the purposes of long service leave.

4.9.7 The employment of a Casual Employee may be terminated by one hour's notice.

4.10 Introduction of changes

4.10.1 *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.

4.10.2 *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 4.10.1.
- (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 an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.11 Redundancy

4.11.1 *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 4.11.1(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 an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.11.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.11.1 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 4.9.
- (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.

4.11.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of clause 4.11 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 4.11.3, "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.

4.11.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.11.1, 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.

4.11.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.11.1, 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.

4.11.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.9.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.11.1(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.

4.11.7 *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.

4.11.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.11.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under clause 4.11.8 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.

4.11.9 *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.

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

Clause 4.11 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.

4.11.11 *Employees exempted*

Clause 4.11 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.

4.11.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.11 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.

4.11.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.11.6 are not applicable where a business is before or after the date of the insertion of clause 4.11.13 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 4.11.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.11.14 *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.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Classifications and wage rates

5.1.1 *Introductory Boarding School employee* (78.0%)

Means an employee without prior experience in the first 3 months of employment.

An employee at this level would be primarily engaged for the purpose of training for progression to higher grades and shall perform duties consistent with such training.

5.1.2 *Boarding School employee Level 1* (82.0%)

Means an employee having undergone basic induction training or having prior experience.

An employee at this level works under direct supervision either individually or in a team environment.

Indicative duties of an employee at this level include:

- (a) Removing food plates;
- (b) Setting and/or wiping down tables;
- (c) Cleaning and tidying dining areas;
- (d) Cleaning of cooking and general utensils;
- (e) Assisting employees cooking;
- (f) Assembly and preparation of ingredients for cooking; and
- (g) General pantry duties.

5.1.3 *Boarding School employee Level 2* (88.0%)

Means 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:

- (a) Undertaking general waiting duties;
- (b) Non-cooking duties in a kitchen or food preparation area;
- (c) Servicing accommodation areas and cleaning thereof;
- (d) Driving duties;
- (e) Cleaning duties using specialised equipment and chemicals;
- (f) Routine repair work and maintenance (non-trade);
- (g) Basic cooking duties; and
- (h) General duties associated with yards and environs.

5.1.4 *Boarding School employee Level 3* (92.4%)

Means an employee without relevant trade qualifications possessing skills and performing duties beyond that of a Level 2 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:

- (a) Responsibility for on-the-job training of kitchen staff of a lower level;
- (b) Cooking duties below those of a trade level employee; and
- (c) Supervision of and responsibility for security of property and equipment.

5.1.5 *Boarding School employee Level 4* (100.0%)

Means an employee possessing a relevant trade qualification and/or the equivalent skill and/or experience.

Indicative duties of an employee at this level include:

- (a) Supervision of and responsibility for the security and conduct of students;
- (b) Trade cooking duties including baking, pastry-cooking or butchering; and
- (c) Specialised skills in dining room duties.

5.1.6 *Boarding School employee Level 5* (110.0%)

Means an employee possessing relevant post-trade qualifications and/or the equivalent skill and/or experience.

Indicative duties of an employee at this level would include those for a Level 4 employee as well as the co-ordination, training and supervision of employees at lower levels.

5.1.7 *Wages*

Subject to clause 5.2 the minimum weekly rate of pay for employees covered by this Award shall be as follows:

Boarding School Employee	Per week \$
Introductory (Without prior experience and up to 3 months)	588.20
Level 1 Kitchenhand	604.90

Level 2	Pantry worker Restaurant useful Waiter House/room attendant Cook Yard worker Handy person Maintenance worker Driver	629.90
Level 3	Cook (Unqualified) Security officer	648.30
Level 4	Qualified cook Supervisor Qualified waiter Baker Butcher Trade qualified	682.00
Level 5	Chef or chief cook Head waiter Executive housekeeper/supervisor Post trade qualified	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., excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

5.1.8 Juniors

	Percentage of rate for appropriate classification %
Under 17 years of age	55
17 and under 18 years of age	65
18 and under 19 years of age	75
19 and under 20 years of age	85

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

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

5.2 Queensland minimum wage

5.2.1 No employee shall be paid less than the Queensland Minimum Wage.

5.2.2 *Amount of Queensland Adult Minimum Wage*

(a) The Queensland Minimum Wage for full-time adult employees not covered by clause 5.2.4 is \$484.40 per week.

(b) Adults employed under the Supported Wage Award - State 2002 shall continue to be entitled to receive the

wage rates determined under that Award:

Provided that such employees shall not be paid less than the amount determined by applying the percentage in the Supported Wage Award - State 2002 applicable to the employee concerned to the amount of the minimum wage specified in clause 5.2.2(a).

- (c) Adults employed as Part-time or Casual Employees shall continue to receive the wage rates determined under the Part-time or Casual clauses of the Award:

Provided that such employees shall not be paid less than *pro rata* the minimum wage specified in clause 5.2.2(a) according to the number of hours worked.

5.2.3 *How the Queensland Minimum Wage applies to juniors*

- (a) The wage rates provided for juniors by this Award continue to apply unless the amount determined under clause 5.2.3(b) is greater.
- (b) The Queensland Minimum Wage for an employee to whom a junior rate of pay applies is determined by applying the percentage in the junior wage rates clause 5.1.8 applicable to the employee concerned to the relevant amount in clause 5.2.2.

5.2.4 *Application of Queensland Minimum Wage to special categories of employees*

- (a) Clause 5.2 has no application to a trainee or apprentice who is a party to a training agreement registered under the *Training and Employment Act 2000*.

5.2.5 *Application of Queensland Minimum Wage to award rates calculation*

The Queensland Minimum Wage:

- (a) applies to all work in ordinary hours;
- (b) applies to the calculation of overtime and all other penalty rates, superannuation, payments during sick leave, long service leave and annual leave, and for all other purposes of this Award; and
- (c) is inclusive of the arbitrated State Wage Case Adjustment provided by the Declaration of General Ruling operative from 1 September 2001 and all previous Safety Net and State Wage Adjustments.

The rates of pay in this Award include the Queensland Minimum Wage payable under the Declaration of General Ruling operative from 1 September 2005. Any increase arising from the insertion of the Queensland Minimum Wage clause 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 this Award. Such above award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, industrial agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and over-award arrangements. Absorption which is contrary to the terms of an agreement is not required.

5.3 Payment of wages

- 5.3.1 Wages shall be paid on the same Day each fortnight and provided that not more than 2 Days' wages shall be held by the employer.
- 5.3.2 Wages shall be paid in the employer's time and unless otherwise mutually agreed, shall be paid on a week Day.
- 5.3.3 Wages shall be paid by electronic funds transfer into a nominated account.
- 5.3.4 An employee whose rostered Day off falls on a pay Day and who desires payment of wages on the working Day prior to pay Day, shall be paid on such working Day prior to pay Day, provided that at least 24 hours' notice of the desired early payment is given to the employer.

5.4 Allowances

- 5.4.1 *Supervisory allowance* - Any employee appointed to be in charge of other employees shall be paid the following allowances in addition to the highest rate prescribed for any employee working under their supervision:

In charge of:	Per week \$
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1 to 8 employees	11.90
9 to 16 employees	15.00
17 or more employees	17.90

Provided that clause 5.4.1 shall not apply to chefs, first cooks or second cooks.

5.4.2 A split shift allowance of 5% shall apply on all ordinary hours for Part-time Employees working split shifts.

5.5 Superannuation

The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as amended from time to time, governs the superannuation rights and obligations of the parties.

5.6 Board and residence

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

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

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

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

5.6.3 In the case of employees who do not reside on the employer's premises, a deduction at the rate of \$6.04 for each meal supplied and consumed during the employee's spread of working hours may be deducted by the employer.

5.6.4 Where necessary, lodging rooms shall be fitted with adequate heating and cooling appliances.

5.6.5 The rates of board and lodging for adults shall be increased or decreased by 20 cents and each meal by one cent, for every 50 cents per week alteration in the rate of a Boarding School Employee Level 1 as per clause 5.1.7.

5.6.6 Full-time junior employees receiving adult rates of pay as prescribed in this Award shall be subject to the deductions applicable to adults prescribed in clause 5.6.

5.6.7 Full-time junior employees receiving junior rates of pay shall be subject to a deduction at the rate of 50 cents for each meal supplied and consumed during the employee's spread of working hours.

5.6.8 By mutual agreement, free board and lodging shall be provided to those Assistant Supervisors who perform up to 10 hours' supervisory Duty on any one week.

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

6.1 Hours of work

6.1.1 The ordinary working hours shall not exceed an average of 38 hours per week to be worked on not more than 5 consecutive Days per week.

6.1.2 Such ordinary hours per Day shall not exceed 10 hours in the case of Full-time Employees and 8 hours in the case of Part-time or Casual Employees, within a maximum spread of 16 hours, inclusive of an unpaid meal break.

6.1.3 Ordinary hours are to be worked in accordance with a roster in accordance with clause 6.4.

6.2 Breaks

6.2.1 Meal breaks

(a) All employees shall be entitled to an unpaid meal break of not less than 1/2 hour. No employee shall be

required to work continuously for more than 5 hours without a meal break.

- (b) Meal breaks shall be arranged to suit the mutual convenience of the employer and the employee.
- (c) Any employee who is required to continue working for more than one hour beyond the ordinary ceasing time shall be allowed an unpaid crib break of 30 minutes and shall be provided with an adequate meal by the employer or be paid an amount of \$9.60 in lieu thereof.

6.2.2 *Rest pauses*

- (a) Full-Time Employees - Full-time Employees shall receive a rest pause of 10 minutes' duration in the first half and the second half of each Day worked.
- (b) Part-time or Casual Employees - Part-time or Casual Employees who work a minimum of 4 consecutive ordinary hours, but less than 8 consecutive ordinary hours on any one Day shall receive a rest pause of 10 minutes' duration. Employees who work a minimum of 8 consecutive ordinary hours (excluding the meal break) on any one Day shall receive a rest pause of 10 minutes' duration in the first half and the second half of the period worked.
- (c) Rest pauses shall be taken in the employer's time.
- (d) Rest pauses shall be taken at times to suit the convenience of the employer and so as not to interfere with the continuity of work where continuity is necessary.

6.3 **Overtime**

- 6.3.1 Except as hereinafter provided, all time worked outside or in excess of the ordinary hours 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 for the first 3 hours and double time thereafter:

Provided that any time required to be worked by Part-time or Casual Employees in excess of 8 hours on any Day shall be deemed to be overtime and shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter.

- 6.3.2 All time worked on an employee's scheduled rostered Day off, which has been calculated as part of the 38 hour week, shall be paid for at the rate of double time with a minimum payment as for 3 hours worked.
- 6.3.3 (a) An employee who works so much overtime between the termination of ordinary work on one Day and the commencement of the employee's ordinary work on the next Day that the employee has not had at least 8 consecutive hours off Duty between those times shall, subject to clause 6.3.3, be released after completion of such overtime until that employee has had 8 consecutive hours off Duty without loss of pay for ordinary working time occurring during such absence.
- (b) If, on the instructions of the employer, such an employee resumes or continues work without having had such 8 consecutive hours off Duty, the employee shall be paid double rates until released from Duty for such period and shall then be entitled to be absent until the employee has had 8 consecutive hours off Duty without loss of pay for ordinary working time occurring during such absence.

6.4 **Rosters**

A roster showing starting and ceasing times for the ordinary hours of Duty of weekly 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. 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.

6.5 **Weekend work**

All ordinary time worked by employees on a Saturday or Sunday shall be paid for at the rate of time and a-half.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 **Annual leave**

- 7.1.1 Every employee other than a Casual Employee covered by this Award shall at the end of each year of employment be entitled to annual leave on full pay for 4 weeks.
- 7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.5) 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 of 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 weeks and also their ordinary pay for any public holiday occurring during such period of 4 weeks.
- 7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/12th of their pay for the period of their employment 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) All employees - Subject to clause 7.1.5(b), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
 - (i) the employee's ordinary wage rate as prescribed by the award for the period of the annual leave (excluding shift premiums and weekend penalty rates);
 - (ii) all purpose allowances; and
 - (iii) a further amount calculated at the rate of 17.5% of the amounts referred to in clauses 7.1.5(a)(i) and (ii).
 - (b) Clause 7.1.5(a) shall not apply to the following:
 - (i) Any period or periods of annual leave exceeding 4 weeks; or
 - (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.
- 7.1.7 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:

Provided that Part-time Employees accrue sick leave on a proportional basis.
 - (b) As regards any period of employment less than one year with an employer, an employee shall be entitled to 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 by the employee 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, 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; or

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 All 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 "Immediate family" includes:

- (a) A spouse (as defined by the Act) 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.

7.3.3 *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 2003 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 2003; and
- (b) A copy of the Family Leave Award 2003 is required to be displayed in accordance with section 697 of the Act.

7.5.2 The Family Leave Award 2003 also provides for the terms and conditions of leave associated with:

- (a) Maternity leave;
- (b) Parental leave;

(c) Adoption leave; and

(d) Special responsibility leave for the care and support of the employee's immediate family or household.

It is to be noted that part-time work can be performed by agreement in the circumstances specified in the Family Leave Award 2003.

7.6 Public holidays

7.6.1 Subject to clause 7.6.6 all work done by any employee on:

- 1 January;
- 26 January;
- Good Friday;
- Easter Saturday (the Day after Good Friday);
- Easter Monday;
- 25 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, shall be paid for at the rate of double time and a-half with a minimum of 4 hours.

7.6.2 Labour Day

All employees covered by this Award shall be entitled to be paid a full Day's wage for Labour Day (the first Monday in May or other Day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such Day, and if any employee concerned actually works on Labour Day, such employee shall be paid a full Day's wage for that Day and in addition a payment for the time actually worked at one and a-half times the ordinary rate prescribed 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 shall be paid for at the rate of double time and a-half with a minimum of 4 hours.

7.6.4 Double time and one-half

For the purposes of clause 7.6, where the rate of wages is a weekly rate, "double time and a-half" means one and one-half Day's wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a Day.

7.6.5 Stand down

Any and every employee who, having been dismissed or stood down by the employer during the month of December in any year, shall be re-employed by the employer at any time before the end of the month of January in the next succeeding year, shall, if that employee shall have been employed by that employer for a continuous period of 2 weeks or longer immediately prior to being so dismissed or stood down, be entitled to be paid and shall be paid by the employer (at the ordinary rate payable to that employee when so dismissed or stood down) for any one or more of the following holidays, namely, Christmas Day, Boxing Day, and the first Day of January occurring during the period on and from the date of dismissal or standing down to and including the date of re-employment as aforesaid.

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 such Day shall be at the rate of double time and a-half at the employee's ordinary rate of pay.

7.6.7 Employees who do not work Monday to Friday of each week

Employees who do not ordinarily 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 is entitled to either payment for each public holiday or a substituted Day's leave:

Provided that the Part-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 the prescribed public holiday are entitled to payment for the public holiday or a substituted Day's leave.

(d) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another Day an employee required to work on Christmas Day (i.e. 25 December) is to be paid at the rate of double time.

(e) Nothing in clause 7.6.7 confers a right to any employee to payment for a public holiday as well as a substituted Day in lieu.

7.7 Trade union training leave

7.7.1 Upon written application by an employee to an employer such application being endorsed by the Union and giving to the employer at least 2 months' notice, such employee may be granted up to 3 working Days' leave (non-cumulative) on ordinary pay to attend courses and seminars conducted by the Union.

For the purposes of clause 7.7 "ordinary pay" means at the ordinary rate paid to the employee exclusive of any allowance for travelling time and fares.

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

(a) An employee must have at least 2 years uninterrupted service with the employer prior to such leave being granted.

(b) Clause 7.7 shall not apply to an employer with less than 3 employees bound by this Award.

(c) The maximum number of employees of one and the same employer attending a course or seminar at the same time shall be as follows:

Where the employer employs between 3 and 8 employees	1
Where the employer employs more than 8 employees	2

Provided that where the employer has more than one place of employment in Queensland, then the formula shall apply to the number of employees employed in or from each place of employment.

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

(e) No employee shall be granted leave exceeding the duration of the course or seminar to be attended.

(f) No employee shall be granted a second or subsequent period of leave prior to the expiration of 18 months from the date of commencement of the last period of such leave granted by the employer.

(g) The scope, content and grade of the course or seminar shall be such as to contribute to a better understanding of industrial relations within the employer's operations, and in particular, a better understanding of the Award and Industrial Awards and industrial issues impinging upon the professional life of employees in the non-government sector.

(h) In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee. Such paid leave will not affect other leave granted to employees under this Award.

7.8 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

8.1 Travelling facilities

Where an employee is required to work past usual finishing times and the normal mode of public transport is not available then such employee shall be entitled to reasonable travel expenses to get home.

Furthermore, where an employee is required to start prior to normal starting time and normal mode of public transport is not available then such employee shall be entitled to reasonable travel expenses to get to work.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training program

- 9.1.1 The parties are committed to a continuation of the matters comprehended by the Structural Efficiency Principle. The Unions commit themselves to the concept of multi-skilling and employees may be expected to perform duties which are incidental or peripheral to their main functions. The level of training in the industry shall continue to be reviewed and upgraded where the parties deem it necessary.
- 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 it is maintained and improved.
- 9.1.4 This training will form the basis of an enhanced career structure in the industry.

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

10.1 Uniforms

- 10.1.1 Where an employer requires any employee to wear any special uniform, dress or clothing such shall be supplied by the employer and such employee shall be paid an allowance of \$3.00 per week unless such uniform, dress or clothing is laundered by the employer.
- 10.1.2 Where it is necessary that waterproof or other protective clothing such as waterproof boots, aprons or gloves be worn by an employee, the employee shall be supplied with same without cost to the employee. Such protective clothing shall remain the property of the employer.

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 weekly, daily or hourly wage rate - details of the wage rate for each week, Day, or hour at which the employee is paid;
- (f) The gross and net wages paid to the employee;
- (g) Details of any deductions made from the wages; and
- (h) Contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Union encouragement

Preamble

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

Schedule

Lourdes Hill College Ltd.
Trustees of the Christian Brothers, (Queensland)
The Council of Stuartholme School
The Trustees of the Marist Brothers
The Community of Ursuline Nuns
The Corporation of the Society of the Missionaries of the Sacred Heart

Dated 25 July, 2006.

By the Commission,
[L.S.] G.D. SAVILL,
Industrial Registrar.

Operative Date: 15 May 2006
Repeal and new Award - Catholic Boarding School & Colleges
Employees Award - South-Eastern Division 2006.
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