

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**CONTRACT CATERING AND INDUSTRIAL SERVICES AWARD - SOUTH-EASTERN DIVISION 2004**

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Contract Catering and Industrial Services Award - South-Eastern Division 2004 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 Contract Catering and Industrial Services Award - South-Eastern Division 2004 as at 1 January 2011.

Dated 1 March 2011.

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

**CONTRACT CATERING AND INDUSTRIAL SERVICES AWARD - SOUTH-EASTERN DIVISION 2004**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Contract Catering and Industrial Services Award - South-Eastern Division 2004.

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**1.3 Definitions**

- 1.3.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.3.2 "Afternoon Shift" means a shift which finishes after 6:00 p.m. and at or before midnight, or where the majority of hours worked fall between 6:00 p.m. and midnight.
- 1.3.3 "Casual Employee" means an employee who is paid by the hour and is engaged for less than 38 hours per week.
- 1.3.4 "Commission" means the Queensland Industrial Relations Commission
- 1.3.5 "Night Shift" means a shift finishing after midnight and at or before 5:30 a.m., or where the majority of hours worked fall between midnight and 5:30 a.m.

- 1.3.6 "Part-time Employee" means an employee not being a Casual Employee, who is regularly employed for a minimum of 12 hours per week and not more than 35 hours per week:
- 1.3.7 "Shift Work" means where more than one shift of not less than 8 hours per day is worked.
- 1.3.8 "Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees.

#### **1.4 Date of operation**

This Award takes effect from 1 December 2003.

#### **1.5 Award coverage**

- 1.5.1 This Award applies to those employers whose principal and substantial business activity is that of providing catering services and/or accommodation services on a contract or fee for service basis and to their employees:

Provided however, this Award does not apply to those employees of employers covered by the Hospitality Industry - Restaurant, Catering and Allied Establishments Award - South-Eastern Division 2002, the Accommodation Industry (Other than Hotels) Award - South Eastern Division 2003 nor to those employers who provide *ad hoc* catering services as an incidental function to the major business activity of that employer.

- 1.5.2 This Award also applies to industrial service establishments. For the purpose of this definition the term "industrial service establishment" means and includes any staff cafeteria, staff canteen, staff dining room or like eating establishments and staff accommodation which is attached to or carried on in connection with factories, workshops, offices, business premises or in other like establishments, the principle function of which is to provide meals and/or refreshments and/or accommodation to personnel employed in or about the premises at which it is located. Industrial service establishments will also include universities, boarding schools and other educational institutions.
- 1.5.3 This Award only applies throughout the South-Eastern Division of the State of Queensland. For the purpose of this Award that area means that portion of the State 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; and then by that meridian of longitude due north to 24 degrees 30 minutes of south latitude.
- 1.5.4 This Award does not apply to any establishment which is operated solely in connection with a civil construction project or a forestry reserve.
- 1.5.5 As to the employers named in the Schedule of this Award, the provisions of the Award are modified in accordance with requirements of the individual Orders listed in such Schedule

#### **1.6 Parties bound**

This Award will be legally binding upon the employers and employees as prescribed by clause 1.5, and upon the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees and its members.

#### **1.7 Pre-existing conditions**

No existing employee will suffer a reduction in wages for ordinary hours of work in the course of the employee's normal duties as a result of the coming into operation of this Award.

#### **1.8 Special provisions - metal industry**

Notwithstanding the provisions of clauses 6.1 (Hours), 6.2 (Overtime), 6.3 (Meal breaks), 7.1 (Annual leave), 7.2 (Sick leave), 7.6 (Public holidays), 5.2 (Payment of wages), and 4.2 (Contract of employment), and subject to the related provisions of the Act, employees of members of the Australian Industry Group, Industrial Organisation of Employers (Queensland) will be entitled to the same conditions of employment as are prescribed by the industrial instrument (whether under Commonwealth or State jurisdiction) applicable to the majority of employees at the establishment at which the particular industrial food service is located.

### **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 terms of clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

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

#### **3.1 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 plant or enterprise, an employer, the employees and their relevant Union or Unions commit themselves to establishing a consultative mechanism and procedures appropriate to the size, structure and needs of that plant or enterprise. Measures raised by the employer, employees or Union or Unions for consideration consistent with the objectives of clause 3.1.1 will be processed through that consultative mechanism and procedures.

#### **3.2 Grievance and dispute settling procedures**

- 3.2.1 The matters to be dealt with in this procedure will 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 will apply to single employee or to any number of employees.
- 3.2.2 In the event that an employee having a grievance or dispute the employee will in the first instance attempt to resolve the matter with the immediate foreperson/supervisor, who will respond to such request as soon as reasonably practicable under the circumstances.
- 3.2.3 If the grievance or dispute is not resolved under clause 3.2.2, 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.
- 3.2.4 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 3.2.6.
- 3.2.5 If the grievance or dispute is still unresolved after discussions listed in clause 3.2.3, the matter will, 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 3.2.3 will not result in resolution of the dispute.
- 3.2.6 If, after discussion between the parties, or their nominees mentioned in clause 3.2.5, 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.
- 3.2.7 Whilst all of the above procedure is being followed, normal work will continue except in the case of a genuine safety issue.
- 3.2.8 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.2.9 All parties will 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.
- 3.2.10 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.
- 3.2.11 Discussions at any stage of the procedure will 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 will 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 Anti-discrimination**

4.1.1 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.

4.1.2 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.

4.1.3 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.

4.1.4 Nothing in clause 4.1 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.

### **4.2 Contract of employment**

4.2.1 Every employee shall be advised in writing at the time of engagement whether they are full-time, part-time or casual, their rate of pay, classification and working hours. In the case of casual employees such notification need only be supplied at the initial engagement and when that employee's employment status changes (i.e. full-time weekly, part-time weekly or casual). Such written advice may be provided as per the *pro forma* letter in Schedule 'A' to this Award.

4.2.2 The provision of information provided to new employees as required by clause 4.2.1 in a written format other than that provided herein shall not constitute a breach of the Award.

### **4.3 Apprentices and trainees**

#### *4.3.1 Apprentices*

Apprentices may be engaged under this Award in accordance with the Order - Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003 173 QGIG 878. Wage rates for Grade 4 of this Award shall be used as the 100% rate for the purposes of calculating a percentage of the tradesperson's rate.

#### *4.3.2 Trainees*

Trainees may be engaged under this Award in accordance with the Order - Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003 173 QGIG 878.

No adult trainee shall receive less than the Queensland Minimum Wage.

### **4.4 Incidental and peripheral tasks**

4.4.1 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.

4.4.2 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).

4.4.3 Any direction issued by an employer pursuant to the provisions herein will be consistent with the employer's responsibilities to provide a safe and healthy working environment.

#### 4.5 Part-time employment

Part-time Employees (as defined) will be paid at a rate of 1/38th of the weekly rates prescribed for the classification, per hour. Part-time Employees will also be entitled to all other conditions of the Award on a *pro rata* basis.

Part-time Employees will be regularly employed for a minimum of 12 hours per week and not more than 35 hours per week.

#### 4.6 Casual employment

Casual Employees will be paid at the rate of 23% per hour in addition to the ordinary hourly rates, with a minimum payment as for 2 hours in respect of each engagement.

#### 4.7 Termination of employment

##### 4.7.1 *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.

##### 4.7.2 *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.

##### 4.7.3 *Notice of termination by employee*

The notice of termination required to be given by a full-time or part-time employee shall be 2 days.

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 2 days.

4.7.4 Annual leave or part thereof cannot be counted as notice of termination by either party.

#### 4.7.5 *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.

### **4.8 Introduction of changes**

#### 4.8.1 *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.

#### 4.8.2 *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 4.8.1.
- (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.

### **4.9 Redundancy**

#### 4.9.1 *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 4.9.1(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.

#### 4.9.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.9.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.6.

- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.

#### 4.9.3 *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 4.9.3, '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.

#### 4.9.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.9.1, 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.

#### 4.9.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.9.1, 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.

#### 4.9.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.6.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.9.1(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.

#### 4.9.7 *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.

#### 4.9.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.9.1(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.

#### 4.9.9 *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.

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

Clause 4.9 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.

#### 4.9.11 *Employees exempted*

Clause 4.9 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.

#### 4.9.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.9 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.

#### 4.9.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.9.6 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 4.9.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.9.14 *Incapacity to pay*

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

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

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

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

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

#### 5.1.1 *Career path progression*

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

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

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

Professional development is not compulsory and will be undertaken in either the employee's or employer's time depending on the circumstances. This is to promote a culture of learning in line with the employer's commitment to training that may utilise nationally accredited qualifications. Specific in-house training programmes that are compulsory, for example, Induction Training, Food Hygiene and Handling for Kitchen Attendants and Supervisors, and training for Supervisors would be undertaken in the employer's time.

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

#### 5.1.2 *Classification criteria*

- (a) The employer shall determine an employee's classification relevant to a particular Wage Level in the Award through the following process:
  - (i) an analysis is to be undertaken to establish the requisite skills and responsibilities for each identified position and a position description written for each position;
  - (ii) each position is classified by reference to the classification criteria in accordance with clause 5.1.3 to this Award; and
  - (iii) employees are notified in writing of their appointment to a position consistent with the requirements outlined in clause 4.1 to this Award.
- (b) Classification criteria as outlined in clause 5.1.3 are guidelines to determine the appropriate classification level under the Award and consist of:
  - (i) relativities for each Wage Level;
  - (ii) broad industry titles/callings, common industry-used titles and/or historical Award classifications (i.e.

- a Translation Guide that refers to Award classification titles across a number of hospitality awards);
  - (iii) indicative duties that represent where the majority of the employees duties are located (i.e. it is not mandatory that an employee performs every duty in a Wage Level and where it is acknowledged that some duties are only relevant for certain sectors of the hospitality industry);
  - (iv) indicative experience and/or qualifications; and
  - (v) indicative levels of responsibility.
- (c) The characteristics nominated above are the principal guide to classification to a particular Wage Level as they are designed to indicate the level of basic knowledge, comprehension of issues, problem and procedures required, the level of autonomy, accountability supervision/training involved with the position.
- (d) The characteristics of a Wage Level must be read as a whole to gain an understanding of the position and the performance requirement. Isolated characteristics should not be used to justify the classification of a position. The key issue to be analysed in properly classifying an employee is the level of initiative, responsibility/accountability, competency and skill that an employee is required to exercise in performing the employee's work within the parameters of the characteristics of the position.
- (e) The attributes and skills for each Wage Level are indicative of those required for each Wage Level. They are by no means an exhaustive list of the skills, attributes, duties or tasks included in each position within each Wage Level and employees may be expected to carry out additional duties or tasks as requested, which require skills that are not listed.
- (f) It should be noted that some typical duties/skills appear at one Wage Level only while others appear at more than one Wage Level. Because of this, the classification or re-classification of a position needs to be done by reference to the specific characteristics of the Wage Level. As an example, because an employee may be utilising a skill comprehended at a higher Wage Level than that which the employee has been appointed, the employee assumes the level of qualification, initiative, accountability and competence envisaged by the characteristics of the higher Wage Level irrespective of whether the employee holds formal qualifications specified for that higher Wage Level.
- (g) Payment for skills required in a particular position and used on a regular basis and not skills/qualifications possessed in an acknowledgement that some employees are over-qualified for the position they will be engaged in.
- (h) All employees will be required, in addition to their own task, to carry out tasks and responsibilities of employees at lower Wage Levels. All employees are required to observe the relevant legislative requirements as it applies to their position for example the *Liquor Act 1992* and the *Gaming Machine Act 1991* (and the employer's interpretation of the Acts that may be outlined in the employer's policy and procedure manuals). The ability to provide excellent customer service, where the customer may be external or internal, underpins all Wage Levels.
- (i) Where it is established that a particular set of tasks or callings are not clearly classified in this Award, the parties to the Award will meet to discuss the appropriate Wage Level and pay rates. Any dispute arising from this shall be followed in accordance with clause 3.1.

### 5.1.3 Classification levels and Award relativities

- (a) Introductory - 78%

Introductory employees shall include the following classifications/callings or combination thereof:

- Employee Grade 1

- (i) Indicative experience and/or qualifications

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

An employee at this Wage Level will remain at the Wage Level for up to 3 months while training is undertaken to allow the employee to progress to Wage Level 1.

- (ii) Indicative level of responsibility

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

- work under close direction using established routines, methods and procedures with little scope for deviating from these;

- are not required to provide more than basic judgement and application of basic problem solving skills; and
- usually operate within a work team with very limited authority.

(b) Wage Level 1 - 82%

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

- Food and Beverage Attendant Grade 1
- Kitchen Attendant Grade 1
- Kitchenhand
- Singlehand Cook
- House Attendant Grade 1
- Guest Service Grade 1
- Hospitality Services Grade 1
- Employee Grade 2

(i) Indicative duties

Wage Level 1 shall mean an employee who is engaged in activities such as;

- setting, clearing and cleaning tables and areas of plates, glasses, ashtrays etc.;
- general cleaning duties within a kitchen, scullery or food preparation area, including the cleaning of cooking and general utensils and crockery used therein;
- assisting employees who are cooking or who are engaged on food and beverage activities not including service to customers;
- assembly and preparation of ingredients for cooking;
- handling, storing and distributing a variety of goods and hospitality products, including pantry items and linen;
- preparation of salad ingredients and/or distribution to a buffet bar, bistro or other food outlet;
- rubbish removal;
- laundry and/or linen duties which may include minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials;
- collection and delivery of guests personal dry cleaning and laundry, linen and associated material to and from accommodation areas;
- basic maintenance duties; and
- parking guest vehicles.

(ii) Indicative experience and/or qualifications

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

(iii) Indicative level of responsibility

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

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

(c) Wage Level 2 - 88%

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

- Food and Beverage Attendant Grade 2\*
- Food and Beverage Attendant Grade 2 & 3\*\*
- Employee Grade 3
- Kitchen Attendant Grade 2
- Hospitality Services Grade 2
- House Attendant Grade 2
- Cook - Grade 1
- Leisure Attendant Grade 1
- Guest Service Grade 2

- Storeperson Grade 1
- Doorperson/Security Officer Grade 1
- \* Clubs Etc. Employees' Award - South East Queensland 2003
- \*\* Hospitality Industry - Restaurant, Catering and Allied Establishment Awards - South-Eastern Division 2002

(i) Indicative duties

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

- selling, supplying (not serving), dispensing or mixing of a range of alcoholic and non-alcoholic beverages consistent with the *Liquor Act 1992* and/or employer policy liquor store activities including the sale of specialised stock lines and/or takeaway liquor from a bottle shop or other liquor outlet;
- assisting in the cellar,
- receiving and storing general and perishable goods;
- receipt of monies;
- attending a snack bar, coffee shop or other food and beverage outlet including taking orders and/or serving food and beverages;
- personalised guest services;
- taking reservations, greeting and seating guests, transferring guests' baggage and or property including delivery duties;
- operation of coin dispensing machine;
- payment of authorised jackpots, not requiring attendance at the device nor maintenance of detailed records;
- undertaking general waiting and butler duties including basic food and beverage services with led records;
- cooking of breakfasts, snacks and other basic meals and food items requiring regular supervision and limited experience;
- specialised non-cooking duties associated with a kitchen or food preparation area;
- servicing accommodation areas and cleaning thereof including assisting with dry cleaning processes;
- driving a passenger or courtesy vehicle;
- cleaning duties using specialised equipment and chemicals;
- undertaking routine repair work and maintenance not generally performed by a tradesperson;
- an employee engaged in activities such as internal promotions, and set ups for functions, basic merchandising for promotional activities, door and other minor security duties, bingo or other leisure activities and ushering for shows;
- acting as an assistant instructor or pool attendant including testing pools and spas, setting up equipment, distribution and care of equipment and the taking of bookings, power boat observer; and
- assisting with the maintenance of dress standards and good order in the establishment.

(ii) Indicative experience and/or qualifications

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

(iii) Indicative level of responsibility

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

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

(d) Wage Level 3 - 92.4%

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

- Food and Beverage Attendant Grade 3\*

- Food and Beverage Attendant Grade 4\*\*
- Employee Grade 4
- Kitchen Attendant Grade 3
- Storeperson Grade 2
- House Attendant Grade 3
- Guest Service Grade 3
- Hospitality Services Grade 3
- Cook - Grade 2
- Leisure Attendant Grade 2
- Handyperson
- Forklift Driver
- Timekeeper/Security Officer Grade 2

\* Clubs Etc. Employees' Award - South East Queensland 2003

\*\* Hospitality Industry - Restaurant, Catering and Allied Establishments Award - South-Eastern Division 2002

(i) Indicative duties

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

- supplying (not serving) dispensing or mixing of liquor including a range of sophisticated drinks;
- full control of a cellar or liquor store or outlet including the receipt, delivery and recording of goods within such areas;
- cooking a range of meals requiring general supervision including a la carte cooking, grill cooking, deep frying and other cooking activities assigned by a higher level employee including setting up of an on-site kitchen;
- receipt of monies and cash handling;
- attending a wagering terminal (TAB, Keno) or similar electronic gaming terminal (poker machine), holding the appropriate license and who performs duties such as floor payouts, correction of minor gaming device faults and general machine maintenance;
- receiving, storing and distributing goods including the operation of mechanical lifting devices such as forklifts;
- major repair of linen and/or clothing;
- dry cleaning;
- supervision of laundry services;
- taking/directing of classes, tours and leisure activities associated with sporting areas, health and fitness activities and swimming pools; and
- timekeeping of staff, general security including security of keys and supervision of dress standard maintenance and good order in the establishment.

(ii) Indicative experience and/or qualifications

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

(iii) Indicative level of responsibility

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

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

(e) Wage Level 4 - 100%

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

- Food and Beverage Attendant Grade 4\*
- Food and Beverage Attendant Grade 5\*\*
- Bread Baker, Butcher, Cook, Dry Cleaner, Pastrycook, Tailor or other apprenticeship calling
- Commis Chef

- Cook - Grade 3
- Guest Service Grade 4
- Employee Grade 5
- Hospitality Services Grade 4
- Leisure Attendant Grade 3
- \* Clubs Etc. Employees' Award - South East Queensland 2003
- \*\* Hospitality Industry - Restaurant, Catering and Allied Establishments Award - South-Eastern Division 2002

(i) Indicative duties

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

- undertaking specialised waiting and butler duties in a fine dining room or restaurant e.g. bookings/cashier or maitre'd;
- maintaining and rotating stock and stock balancing;
- engaged in a variety of trade level activities such as cooking, baking, butchering, pastrycooking and/or setting up of an on site kitchen; and
- planning, co-ordinating and implementing leisure activities for guests and patrons.

(ii) Indicative experience and/or qualifications

- Possession of an AQF 3 qualification or completion of an Apprenticeship or Traineeship at AQF 3 or equivalent (such as a City and Guilds qualification) or a qualification with an AQF Level 3 outcome or who possesses a Recognition Certificate issued in accordance with the provisions of the *Vocational Education, Training and Employment Act 2002*.

(iii) Indicative level of responsibility

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

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

(f) Wage Level 5 - 110%

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

- Cook - Grade 4
- Demi Chef
- Employee Grade 6
- Food and Beverage Supervisor
- Food and Beverage Attendant Grade 6
- Guest Service Supervisor
- Hospitality Services Grade 5
- Relief Duty Supervisor (other than employees covered by the Liquor and Accommodation Industry - Licensed Clubs - Managers and Secretaries - Award 2002 or Liquor and Accommodation Industry - Hotels, Resorts and Gaming - (Managerial Staff) - Award 2003 or those employed on contract)

(i) Indicative duties

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

- a designated duty supervisor who has the responsibility for general operations, including the maintenance of operational standards during the temporary absence of the regular or principal manager, including when the principal manager is rostered off during a particular shift;
- co-ordinating the work of employees engaged in guest service and/or housekeeping;
- being solely responsible for supervision, training and co-ordination of gaming staff and/or food and/or beverage staff and/or house attendant employees and/or other cooks or kitchen employees in a single kitchen establishment where no Wage Level 4 or above cooks are employed; and
- maintenance or service and operational standards, preparation of operational reports and staff rostering.

(ii) Indicative experience and/or qualifications

- Possession of an AQF 3 qualification or completion of an Apprenticeship or Traineeship at AQF 3 or equivalent (such as a City and Guilds qualification) or a qualification with an AQF Level 3 outcome or who possesses a Recognition Certificate issued in accordance with the provisions of the *Vocational Education, Training and Employment Act 2002* and has progress towards an AQF 4 qualification or higher relevant to the employer.

(iii) Indicative level of responsibility

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

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

(g) Wage Level 6 - 115%

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

- Cook Grade 5 - Head Chef
- Chef de Partie
- Duty Supervisor (other than employees covered by the Liquor and Accommodation Industry - Licensed Clubs - Managers and Secretaries - Award 2002 or Liquor and Accommodation Industry - Hotels, Resorts and Gaming - (Managerial Staff) - Award 2003 or those employed on contract)

(i) Indicative duties

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

- duties of a Duty Supervisor, who has the responsibility for administrative and accounting activities and responsibility for the maintenance of service and operational standards as required by a Duty Manager;
- an employee that has general and specialised duties including supervision or training of other kitchen staff, ordering and stock control;
- solely responsible for other cooks and other kitchen employees in the kitchens;
- an employee who has the responsibility for a safe or counting room, liaise with Accounting staff and Duty Managers, solely responsible for takings and floats, ordering of coin, banking of takings (from all outlets), maintain and process payroll, dissection of wages, administration of superannuation, payroll tax and other payroll records, keep all records, change and maintain audit trails; and
- an employee who has responsibility for the full supervision of personnel and functions associated with the accounting and cash management functions, accurate reporting and submission of statutory terms, ensure all accounting taxation and administration functions are in compliance with legislative requirements.

(ii) Indicative experience and/or qualifications

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

(iii) Indicative level of responsibility

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

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



The minimum wage rates to be paid shall be as follows:

	\$
Introductory	588.20
Wage Level 1	604.90
Wage Level 2	630.00
Wage Level 3	648.30
Wage Level 4	682.00
Wage Level 5	723.70
Wage Level 6	742.60

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

#### 5.1.5 Junior employees

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

Under 18 years of age	65%
18 and under 19 years of age	75%
19 and under 20 years of age	85%

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.

Junior employees on reaching the age of 18 years, maybe employed in the sale of liquor. However, where such a junior is employed, the adult Award rate for the work being performed shall be paid.

An employer may at any time demand the production of a birth certificate or other satisfactory proof for the purpose of ascertaining the correct age of the junior employee. If a birth certificate is required, the cost shall be borne by the employer.

## 5.2 Payment of wages

5.2.1 Subject to clause 1.8, wages will be paid on the same day each week or fortnight.

5.2.2 Wages will be paid weekly or fortnightly by one of the following means:

(a) cash;

(b) cheque; or

(c) payment directly into an employee's bank account without cost to the employee:

Provided that no employee will be disadvantaged in the implementation of any changes in pay schedules or cycles.

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

5.2.4 When an engagement is terminated, all monies due to an employee must be paid within one hour of such termination:

Provided that where an employee is summarily dismissed or leaves their employment without giving the prescribed notice, such employee will be entitled to collect all monies due as soon as practicable and, in any event, not later than one hour after bank opening time on the next normal bank trading day.

5.2.5 An employer must not deduct any sum from the wages or income of an employee in respect of breakages or cashiering underings except in the case of wilful misconduct and/or gross negligence.

### **5.3 Allowances**

#### *5.3.1 Uniform allowance*

Employees will be entitled to a uniform allowance in accordance with clause 10.2 of this Award.

#### *5.3.2 Shift allowance*

Employees will be entitled to a shift allowance in accordance with clause 6.1.3 of this Award.

### **5.4 Occupational superannuation**

#### *5.4.1 Application*

In addition to the rates of pay prescribed by this Award, eligible employees as defined herein will be entitled to occupational superannuation benefits subject to the provisions of clause 5.4.

#### *5.4.2 Contributions*

- (a) Amount: As from 1 January 2005 every employer shall contribute on behalf of each eligible employee an amount calculated at 9% of the employee's ordinary time earnings, into an approved fund, as defined in this clause. Each such payment of contributions shall be rounded off to the nearest ten (10) cents:

Provided that where an employee is absent and is receiving by way of workers' compensation an amount of money no less than the award rate of pay the contribution shall be calculated at 3%.

- (b) Regular payments: The employer will pay such contributions to the credit of each such employee at least once each calendar month or in accordance with the requirements of the Approved Fund Trust Deed.
- (c) Minimum level of earnings: As from 1 January 2005 no employer shall be required to pay superannuation contributions on behalf of any eligible employee in respect of any month during which the employee's ordinary time earnings, as defined, is less than \$450.00.
- (d) Absences from work: Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation.
- (e) Other contributions: Nothing in clause 5.4 will preclude an employee from making contributions to a fund in accordance with the provisions thereof.
- (f) Cessation of contributions: An employer will not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.
- (g) No other deductions: No additional amounts will be paid by the employer for the establishment, administration, management or any other charges in connection with the fund other than the remission of contributions as prescribed herein.

#### *5.4.3 Definitions*

- (a) "Approved Fund" means a Fund approved for the purposes of this Award by the Commission as one to which occupational superannuation contributions may be made by an employer on behalf of an employee, as required by this Award. Such approved fund may be individually named or may be identified by naming a particular class or category.
- (b) "Eligible Employee" means any employee who has been employed by the employer during 4 consecutive weeks and who has worked a minimum of 40 hours during that period. After completion of the above qualifying period, superannuation contributions will then be made in accordance with clause 5.4.2 effective from the commencement of that qualifying period.
- (c) "Fund" means a superannuation fund satisfying the Commonwealth legislation for occupational superannuation funds and satisfying the superannuation fund conditions in relation to a year of income, as specified in the relevant Act and complying with the operating standards as prescribed by Regulations made under the relevant Act. In the case of a newly established fund, the term will include a superannuation fund

that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.

- (d) "Ordinary Time Earnings" means the actual ordinary rate of pay the employee receives for ordinary hours of work including shift loading and leading hand, in-charge or supervisory allowances where applicable. The term includes any over-award payment as well as casual rates received for ordinary hours of work. Ordinary time earnings will not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

#### 5.4.4 *Approved funds*

For the purposes of this Award an Approved Fund means:

- (a) Sunsuper.
- (b) Spotless Superannuation Fund.
- (c) Any named fund as is agreed to between the relevant employer/Union parties to this Award and as recorded in an approved Industrial Agreement
- (d) In the case of a minority group of employees of a particular employer, any industry, multi-industry or other fund which has been approved in an Award of an Industrial Tribunal and already has practical application to the majority of Award employees of that employer whether under a State Award or a Federal Award.
- (e) In relation to any particular employer, any other established fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.4.2 on behalf of at least a significant number of that employer's employees covered by this Award as at 29 September 1989 and continues to make such contributions.

#### 5.4.5 *Challenge of a fund*

- (a) An eligible employee being a member of a potential member of a fund, as well as the Union, may by notification of a dispute challenge a fund on the grounds that it does not meet the requirements of clause 5.4.
- (b) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 5.4, the Commission may in its discretion and subject to any recommendation, direction or order it may make, recognise any or all of the contributions previously made to that fund as having met the requirements or part thereof of clause 5.4.2 up to and including the date of that determination.
- (c) In the event of any dispute over whether any fund complies with the requirements of clause 5.4, the onus of proof will rest upon the employer.

#### 5.4.6 *Fund selection*

- (a) No employer will be required to make or be prevented from making, at any one time, contributions into more than one approved fund. Such fund will be determined by a majority decision of employees.
- (b) The initial selection of a fund recognised in clause 5.4.4 will not preclude a subsequent decision by the majority of employees in favour of another fund recognised under that clause where the long term performance of the fund is clearly disappointing.

Where clause 5.4.6 has been utilised and as a result another approved fund is determined, access to a further re-appraisal of the fund for the purpose of favouring yet another fund will not be available until a period of 3 years has elapsed after that utilisation:

#### 5.4.7 *Enrolment*

- (a) Each employer to whom clause 5.4 applies will as soon as practicable as to both current and future eligible employees:
  - (i) Notify each employee of his/her entitlement to occupational superannuation;
  - (ii) Consult as may be necessary to facilitate the selection by employees of an appropriate fund within the meaning of clause 5.4.4;
  - (iii) Take all reasonable steps to ensure that upon the determination of an appropriate fund each eligible employee, receives, completes, signs and returns the necessary application forms provided by the employer to enable that employee to become a member of the fund;

- (iv) Submit all completed application forms and any other relevant material to the trustees of the fund.
- (b) Each employee upon becoming eligible to become a member of a fund determined in accordance with this clause will:
- (i) Complete and sign the necessary application forms to enable that employee to become a member of that fund;
  - (ii) Return such forms to the employer within 28 days of receipt in order to be entitled to the benefit of the contributions prescribed in clause 5.4.2;
- (c) Where an employer has complied with the requirements of clause 5.4.7(a) and an eligible employee fails to complete, sign and return the application form within 28 days of the receipt by the employee of that form, then that employer will:
- (i) Advise an eligible employee in writing of the non-receipt of the application form and further advise the eligible employee that continuing failure to complete, sign and return such form within 14 days could jeopardise the employee's entitlement to the occupational superannuation benefit prescribed by clause 5.4;
  - (ii) In the event that an eligible employee fails to complete, sign and return such application form within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which completed and signed application form is received by the employer;
  - (iii) In the event that an eligible employee fails to return a completed and signed application form within a period of 6 months from the date of the original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed application form is a pre-requisite to the payment of any occupational superannuation contributions.
  - (iv) At the same time as advising the eligible employee pursuant to clause 5.4.7(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the Secretary of the Union a copy of each letter forwarded by the employer to the eligible employee pursuant to clauses 5.4.7(c)(i) and 5.4.7(c)(iii).
- (d) Where an employer fails to provide an eligible employee with an application form in accordance with clause 5.4.7(a)(iii) the employer will be obliged to make contributions as from the date of operation of clause 5.4 or from the date an employee became an "eligible employee" if that occurs thereafter provided that an eligible employee completes, signs and returns to the employer an application form within 28 days of being provided with the application form by the employer. Where an eligible employee fails to complete, sign and return an application form within such period of 28 days the provisions of clause 5.4.7(c) will apply.
- (e) Unpaid contributions: Subject to Chapter 11, Part 2, Division 5 of the Act and to clause 5.4.5, where the discretion of the Commission has been exercised, should it be established that the employer has failed to comply with the requirements of clause 5.4.2 in respect of any eligible employee such employer will be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant approved fund, or as necessary a fund to be determined by the Commission under clause 5.4.4, had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.4 excepting that resort to clause 5.4.7 will not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant fund.

#### 5.4.8 Exemptions

An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.4 in the following circumstances:

- (a) Incapacity to pay the costs associated with its implementation; or
- (b) Any special or compelling circumstances peculiar to the business of the employer.

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

### **6.1 Hours**

#### 6.1.1 *Contract catering - other than industrial service establishments*

The ordinary hours of work will be worked continuously and will not exceed an average of 38 in any one week. The ordinary hours will be worked between 5.30 a.m. and 12 midnight, on no more than 5 days, Monday to Sunday, and not exceed a maximum of 10 hours in any one day in one of the following cycles:

38 hours in a cycle of 7 days;  
76 hours in a cycle of 14 days;  
114 hours in a cycle of 21 days; and  
152 hours in a cycle of 28 days.

The 2 days off will, as far as practicable, be consecutive.

#### 6.1.2 *Industrial service establishment*

The ordinary hours of work will be worked continuously and will not exceed an average of 38 in any one week. The ordinary hours will be worked between 5.30 a.m. and 9.00 p.m. on no more than 5 days, Monday to Friday, inclusive, and not exceed a maximum of 10 hours in any one day in one of the following cycles:

38 hours in a cycle of 7 days;  
76 hours in a cycle of 14 days;  
114 hours in a cycle of 21 days; and  
152 hours in a cycle of 28 days.

Notwithstanding the foregoing, the ordinary working hours may be worked at different times by agreement between the employer, the employees and the Union.

6.1.3 (a) Shift Work may be worked in accordance with a roster to be agreed upon between the employer and the Union.

(b) Shift workers will be allowed a break of not less than 30 minutes for the purposes of a crib break. Such time will be counted as time worked. The crib break will be commenced not earlier than 2 hours after the commencement of the shift and not later than 5 hours after the commencement of the shift.

(c) Employees on Shift Work will be paid as set out hereunder for afternoon and Night Shifts worked, in addition to their ordinary rate of pay as prescribed herein:

Afternoon Shift	12.5% (or \$9.70 which ever is greater)
Night Shift	15% (or \$9.70 whichever is greater)

## 6.2 **Overtime**

6.2.1 Subject to clause 1.8, all time worked outside, or in excess of, the ordinary hours of work prescribed by this Award, or outside of an employee's usual commencing and ceasing times, will be deemed to be overtime and will be paid for at the rate of time and a-half for the first 3 hours and double time thereafter:

Provided that 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:

Provided further that all time worked on a Sunday, or on an employee's rostered days off, will be paid for at the rate of double time and all such overtime worked on a Sunday, on an employee's rostered days off or on a Saturday, will be paid for as prescribed, with a minimum payment as for 2 hours.

6.2.2 For overtime worked in any calling in or in connection with which more than one shift per day is worked, employees will be paid at the rate of double time.

6.2.3 In the compilation of overtime payments, any part of a quarter of an hour that is worked on any one day will be paid for as a full quarter of an hour.

6.2.4 Part-time Employees will be paid the overtime rates prescribed in clauses 6.2.1 and 6.2.2 for all time worked outside or in excess of the ordinary hours prescribed in clause 6.1 for similar classes of employees engaged upon a weekly basis.

## 6.3 **Meal breaks**

6.3.1 Subject to clause 1.8, when an employee is employed for at least 6 hours, between the fourth and sixth hours of such employment the employee will be allowed a break of not less than 30 minutes, nor more than one hour, for a meal.

- 6.3.2 If the meal period is worked, it will be deemed to be overtime and paid for at the rate of double time and such double time payment will continue until such time as the employee finishes work or is allowed a half-hour meal break for which no deduction of pay will be made.
- 6.3.3 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 \$12.10 in lieu thereof:

Provided that where an employee has provided themselves with a meal because of receipt of notice to work overtime and such overtime is not worked, such employee will be paid \$12.10 for any meal so provided.

#### **6.4 Rest pauses**

- 6.4.1 (a) Weekly employees will receive a rest pause of 10 minutes' duration in the first half and the second half of each day worked.
- (b) Casual Employees who work a minimum of 4 consecutive ordinary hours but less than 8 consecutive ordinary hours on any one day will 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 will receive a rest pause of 10 minutes' duration in the first half and the second half of the period worked.
- 6.4.2 Rest pauses will be taken in the employer's time.
- 6.4.3 Rest pauses will 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.
- 6.4.4 Notwithstanding the foregoing provisions of clause 6.4, rest pauses may be combined so that an employee has one rest pause of 20 minutes' duration by agreement between the employer and the employee.

#### **6.5 Weekend penalties**

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

Provided that casuals will receive not less than a 150% loading for ordinary hours worked, between midnight Friday and midnight Sunday:

### **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 will at the end of each year of their employment be entitled to annual leave on full pay as follows:
- (a) Not less than 5 weeks if employed on Shift Work where 3 shifts per day are worked over a period of 7 days per week;
- (b) Not less than 4 weeks in any other case.
- 7.1.2 Such annual leave will be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.5) 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 pay at the rate in excess of the ordinary rate payable under this Award at that excess rate; and
- (b) in every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award.
- 7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer will be deemed to have given the leave to the employee from the date of termination of the employment and will forthwith pay to the employee in addition to all other amounts due, the employee's pay, calculated in accordance with clause 7.1.5, for 4 or 5 weeks as the case may be and also the employee's ordinary pay for any public holiday occurring during such period of 4 or 5 weeks.
- 7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee will be paid, in addition to all other amounts due, an amount equal to 1/9th of the employee's pay for the period of employment if the employee is an employee to whom clause 7.1.1(a) applies, and 1/12th of the employee's pay for the period of employment if the employee is an employee to whom clause 7.1.1(b) applies,

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) will be calculated as follows:

- (a) Shift workers - Subject to clause 7.1.5(c) the rate of wage to be paid to a shift worker will be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or public holiday shifts.
- (b) Leading hand, etc. - Subject to clause 7.1.5(c), leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked will be included in the wages to be paid to employees during annual leave.
- (c) All employees - Subject to the provisions of clause 7.1.5(d), in no case 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 by the Award for the period of the annual leave (excluding shift premiums and week-end penalty rates);
  - (ii) Leading hand allowance or amounts of a like nature;
  - (iii) A further amount calculated at the rate of 17.5% of the amounts referred to in clauses 7.1.5(c)(i) and 7.1.5(c)(ii).
- (d) Clause 7.1.5(c) will not apply to the following:
  - (i) any period or periods of annual leave exceeding:
    - (A) 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or
    - (B) 4 weeks in any other case.
  - (ii) Employers (and their employees) who are already paying or receiving an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.6 Unless the employee will otherwise agree, the employer will give the employee at least 14 days' notice of the date from which their annual leave will be taken.

7.1.7 Part-time Employees will be entitled to *pro rata* annual leave based upon the average number of hours worked per week.

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

7.1.9 The aforementioned annual leave entitlement, or any part thereof, will not be deemed to be, or nominated as, notice for the purpose of termination of services.

## 7.2 Sick leave

### 7.2.1 Entitlement

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

- (f) Part-time Employees accrue sick leave on a proportional basis, based upon the number of hours worked per day. In this context, a day means the number of ordinary hours being worked per day immediately prior to the taking of such sick leave.

#### 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 about the nature and approximate duration of the illness or other evidence to the employer's satisfaction.

#### 7.2.4 *Accumulated sick leave*

- (a) An employee's accumulated sick leave entitlements are preserved when:

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

- (b) The employees accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

#### 7.2.5 *Workers' compensation*

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

### **7.3 Bereavement Leave**

#### 7.3.1 *Full-time and part-time employees*

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

#### 7.3.2 *Long-term casual employees*

- (a) A long-term Casual Employee is entitled to at least 2 days' unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term Casual Employee" is a Casual Employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.3.2.

#### 7.3.3 "Immediate family" includes:

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

#### 7.3.4 *Unpaid leave*

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

- 7.3.5 An employee will be entitled to a maximum of 2 days' leave, without loss of pay, on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's wife, husband, father or mother, and where such employee travels outside of Australia to attend the funeral.



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

#### **7.6 Public holidays**

7.6.1 Subject to clause 1.8 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 will 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 will be paid a full day's wage for that day and in addition a payment for the time actually worked by that employee 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 *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.

7.6.4 All time worked on any of the aforesaid holidays outside the ordinary starting and ceasing times prescribed by this Award for the day of the week on which such holiday falls will be paid for at double the rate prescribed by this Award for such time when worked outside the ordinary starting and ceasing times on an ordinary working day.

7.6.5 *Double time and a-half*

For the purposes of clause 7.6, where the rate of wages is a weekly rate, "double time and a-half" will mean one and

one-half day's wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.

#### 7.6.6 *Stand down*

Any and every employee who, having been dismissed or stood down by the employer during the month of December in any year, will be re-employed by that employer at any time before the end of the month of January in the next succeeding year, will, if that employee will 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 will 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.

#### 7.6.7 *Part-time employees*

A Part-time Employee who usually works on a day of the week on which a public holiday falls and is not required to work on that day, will be paid for the hours which would normally have been worked on that day.

#### 7.6.8 *Holidays in lieu*

Where an employee (other than a Casual Employee) is rostered off duty on a holiday mentioned in clause 7.6 such employee will, in lieu of such holiday, be entitled to either another day off or to the payment of an extra day's pay, or to the addition of an extra day to the employee's annual leave entitlement.

#### 7.6.9 *Employees who do not work Monday to Friday of each week*

In the case of employees who do not ordinarily work Monday to Friday of each week they shall be entitled to public holidays as follows:

- (a) A full time employee shall be entitled to either payment for each of the abovementioned public holidays or a substituted day's leave.
- (b) A Part-time Employee shall be entitled to either payment for each of the abovementioned public holidays 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 such day shall be 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) shall be paid at the rate of double time if it is a Saturday and double time and one-half if it is a Sunday.
- (e) Nothing in clause 7.6 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

### **7.7 Jury service**

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

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

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

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

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

allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

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

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**

### **10.1 First aid**

A first-aid cabinet will be available for employees in cases of accident. Such first-aid cabinet will be kept and maintained in accordance with the relevant legislation, relating to such first-aid cabinets.

### **10.2 Provision of uniforms and aprons**

- 10.2.1 Where employees are required to wear uniforms and/or aprons, such uniforms and/or aprons will be supplied, maintained, and laundered at the employer's expense, and will remain the property of the employer
- 10.2.2 Where, by mutual agreement, an employee launders such items of clothing, such employee will be paid an allowance of \$3.96 per week on that account.

### **10.3 Dressing accommodation**

The employer will provide employees with reasonable accommodation for dressing purposes. Wherever practical, employees will present themselves suitably attired and ready to commence work at the normal starting time.

## **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 Availability of Award**

The employer will cause a copy of this Award, together with notices of the commencing and ceasing times of the employees, to be posted up in a conspicuous place.

### **11.4 Union encouragement**

#### **Preamble**

Clause 11.4 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the Union.

#### *11.4.1 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 each employee.

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

#### *11.4.2 Union delegates*

(a) 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.

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

#### *11.4.3 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.

### **11.5 Trade union training leave**

11.5.1 A Union delegate or duly elected or appointed Union representative will, upon written application by the Union to the employer, such application being endorsed by the Union and given to the employer at least 2 months in advance (or such lesser period as mutually agreed between the Union and employer/s), be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses or seminars

conducted or approved by the Union. The scope, content and level of such courses or seminars will be such as to contribute to a better understanding of industrial relations within the employer's operations.

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

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

11.5.4 For the purposes of clause 11.5 "ordinary pay" will mean the ordinary time earnings paid to the employee exclusive of any allowance for travelling time and fares.

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

(a) The employee must have at least 12 months' continuous service with the employer prior to such leave being granted and be the elected Union delegate/representative.

(b) Unless otherwise agreed the maximum number of employees of one and the same employer attending a training course or seminar each year will be as follows:

(i)	Where the employer employs between 10-50 employees	1
(ii)	Where the employer employs between 51-100 employees	2
(iii)	Where the employer employs over 100 employees	4

11.5.6 The granting of such leave will be subject to the convenience of the employer so that the operations of the Enterprise will not be adversely affected.

11.5.7 Where an employer approaches the Union and demonstrates genuine difficulties with respect to the release of a particular Union delegate or representative at a particular time (including where the employer might have previously advised of its ability to release such Union delegate or representative) the Union will not unreasonably press its request for the release of that delegate/representative at that time. If the matter is not amicably resolved, it will be processed in accordance with the grievance and dispute settling procedure contained in clause 3.2.

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

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

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

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

## SCHEDULE

List of Employers with Second Tier Orders which to varying degrees modify the Provisions of this Award:

Name	Case No	Date of Order
Spotless Catering Services Ltd	B199/89	27.6.89

## SCHEDULE A - Letter of Appointment

Schedule A to this Award is a suggested pro-forma letter which must be provided to all employees, upon engagement consistent with clause 4.2 of this Award. The employer must complete the details required, provide any other employer-specific requirement and sign the letter along with the employee. The letter should be provided on the employer's letterhead. In the case of casual employees such notification need only be supplied at the initial engagement and when that employee's employment status changes. An employer shall not be in breach of the Award if an alternate letter of appointment is used. The provision of information as required by clause 4.2.1 in a written format other than that provided herein shall not constitute a breach of the Award.

(Insert Employer Name, address and letterhead)

(Insert Employee's Name and Address)

Employee Details	
Date of Birth	
Contact Phone/s	
Tax File Number	
Bank	
BSB	
Emergency Contact Person	
Family Doctor	
Reports to:	
Issued with keys (yes/no)	
Issued with security codes (yes/no)	
Property Issued e.g. uniforms, tools etc.	

Work-related Training Undertaken at Commencement	
Induction Manual/ Policies etc (yes/no)	

You have been engaged in accordance with the terms and conditions of the *Contract Catering and Industrial Services Award - South-Eastern Division 2004*. Clause 11.4 of the Award encourages you to join and maintain financial membership of the Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees.

**NATURE OF EMPLOYMENT**

Salaried, full-time, part-time or casual? (please circle)	Salaried Full-time Part-time Casual Partial Exemption - Level A Partial Exemption - Level B
What Wage Level is the employee assigned to perform? (e.g. Wage Level 2)* See Note 1 below	

**CONDITIONS OF EMPLOYMENT**

What are the likely number and likely pattern of hours required?* See Note 2 below (e.g. 24 hours per week with 8 hours on Monday, Tuesday and Wednesday)	
What are the hours to be worked?	
What days of the week will be worked?	
What are commencing and ceasing times?	
When are rosters most commonly set?	
A. What is the base ordinary rate of pay (including any overaward payment or partial exemption loading if applicable)?	A = \$..... per hour
B. (For casual employees) What is the amount of casual loading to be paid? (B = 23% of A)	B = 23% of A = \$..... per hour
C. What is the total casual rate? (A + B = C)	C = A + B = \$..... per hour

D. * See Note 3 below	
Your engagement as a casual employee could be terminated for any, one, or all of the following reasons. Provided that nothing may prevent your employment being terminated for a reason that is not listed here. *See Note 4 below.	Shortage of Work, Redundancy, Unsatisfactory Performance/Conduct, Conversion to Permanent Employment  Any other reason - List Below

*Note 1:* Weekly employees may work at different Wage Levels under the two or more classes of work concept and casuals may also be engaged on work at various Wage Levels requiring different skills, responsibilities and rates of pay.

*Note 2:* It is accepted that for full-time employees, hours of work may change according to a roster or by mutual agreement and for part-time and for casual employees in particular, work may be on an "as required basis" in which case the starting and ceasing times or hours of work could vary. Where the starting and ceasing times or hours of work could vary, it is acceptable to simply state "could vary as required, or by agreement".

*Note 3:* This information is a guide only, referring to the Wage Level or rate of pay that a casual employee was to receive at the time of the first engagement. It is accepted that rates of pay will vary if employees are engaged on different levels of work. There is no need to issue a casual with a separate employment contract every time their level of work (and possibly rate of pay) changes as required.

*Note 4:* If you are a casual employee you will be provided as much notice as possible if your employment is terminated provided that your employment may be terminated with the provision of one hours notice or pay in lieu.

**Signed (Employer):** \_\_\_\_\_

**Signed (Employee):** \_\_\_\_\_

**Date:.**"

**SCHEDULE B - Application for Casual Conversion to Permanent**

- (a) (i) This schedule only applies to a regular casual employee.
- (ii) A regular casual employee means a casual employee who is employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least twelve months.
- (b) A regular casual employee who has been engaged by a particular employer for at least twelve months, may elect (subject to the provisions of this Schedule) to have his or her contract of employment converted to full-time or regular part-time employment.
  - (i) An employee who has averaged at least 38 hours per week over an agreed work cycle in the period of twelve months' casual employment may elect to have his or her employment converted to full-time employment.
  - (ii) An employee who has averaged less than 38 hours per week over an agreed work cycle in the period of twelve months' casual employment may elect to have his or her employment converted to regular part-time employment as provided in clause 4.2.
  - (iii) Where a regular casual employee seeks to convert to full-time or regular part-time employment, the employer may consent to the application, or may refuse the application, but only on reasonable grounds. In considering a request, the employer may have regard to any of the following factors:
    - the size and needs of the workplace or enterprise;
    - the nature of the work the employee has been doing;
    - the qualifications, skills, and training of the employee;
    - the trading patterns of the workplace or enterprise (including cyclical and seasonal trading demand factors);
    - the employee's personal circumstances, including any family responsibilities; and
    - any other relevant matter.
- (c) Where it is agreed that a regular casual employee will have his or her employment converted to full-time or



regular part-time employment as provided for in Schedule B, the employer and employee must discuss and agree upon:

- (i) to which form of employment the employee will convert - that is, full-time or regular part-time employment; and
  - (ii) if it is agreed that the employee will become a regular part-time employee, the matters referred to in clause 4.2 of this Award.
- (d) Despite clause 4.2.4 of this Award, where a regular casual employee is engaged for a two hour minimum shift pursuant to clause 4.6 of this Award, the employer and employee may agree that the employee will convert to regular part-time employment as provided for in this schedule for a minimum of two consecutive hours on any shift. However, nothing in this clause requires an employer to convert a casual employee working two hour shifts to regular part time employment.
- (e) The date from which the conversion will take effect is the commencement of the next pay cycle following such agreement being reached unless otherwise agreed.
- (f) Once a regular casual employee has converted to full-time or regular part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (g) An employee must not be engaged and/or re-engaged (which includes a refusal to re-engage) to avoid any obligation under this Award.
- (h) Nothing in Schedule B obliges a casual employee to convert to full-time or regular part-time employment, nor permits an employer to require a casual employee to so convert.
- (i) Nothing in Schedule B requires an employer to convert the employment of a regular casual employee to full-time or regular part-time employment if the employee has not worked for twelve months in a particular establishment in a particular classification stream.
- (j) Nothing in Schedule B requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or regular part-time employment.
- (k) Any dispute about a refusal of an election to convert a contract of employment or about the matters referred to in clause (b) of Schedule B must be dealt with in accordance with the provisions of clause 3.2 - Grievance and dispute settling procedure.
- (l) Eligible employees who convert their employment under the provisions of Schedule B may do so from 1 July 2005. Service with the same employer prior to 1 July 2005 will be taken into account for the purposes of any such election. Any dispute arising about the application of this Schedule B between the date of this amendment and 1 July 2005 may be referred to the Commission for resolution.

Dated 2 March 2004.

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

Operative Date: 1 December 2004