

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**DREAMWORLD ENTERPRISE AWARD - STATE 2005**

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Dreamworld Enterprise Award - State 2005 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 Dreamworld Enterprise Award - State 2005 as at 1 September 2010.

Dated 1 November 2010.

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

**DREAMWORLD ENTERPRISE AWARD - STATE 2005**

**PART 1 - APPLICATION AND OPERATION**

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**1.3 Date of operation**

This Award takes effect from 6 June 2005.

**1.4 Award coverage**

This Award shall apply to Macquarie Leisure Operations Ltd as employer, and all employees for whom classifications and rates of pay are prescribed by this Award in or in connection with or incidental to the employers' operations at Coomera, South East Queensland, and The Australian Workers' Union of Employees, Queensland and no other award shall apply.

## **1.5 Definitions**

- 1.5.1 "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.5.2 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.3 "Union" means the The Australian Workers' Union of Employees, Queensland.

## **1.6 Parties bound**

This Award is legally binding on the employer and employees as prescribed by clause 1.4, the Union and its members.

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

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

### **3.1 Consultative mechanisms and procedures in the workplace**

- 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.

### **3.2 Grievance and dispute settling procedure**

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

- 3.2.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.2.2 If the grievance or dispute is not resolved under clause 3.2.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.2.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.2.5.
- 3.2.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.2.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.2.2 will not result in resolution of the dispute.
- 3.2.5 If, after discussion between the parties, or their nominees mentioned in clause 3.2.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.

- 3.2.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.2.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.2.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.2.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.2.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

### **4.1 Employment categories**

- 4.1.1 Employees covered by this Award shall be advised in writing of their employment category upon appointment. Employment categories are:
- (a) Full-time;
  - (b) Part-time (as prescribed in clause 4.3); and
  - (c) Casual (as prescribed in clause 4.4).
- 4.1.2 Upon commencing employment or on transfer or promotion, the employer shall provide employees with a written statement outlining the employee's:
- (a) classification and duties;
  - (b) ordinary hours of employment;
  - (c) rate of pay;
  - (d) date of appointment.
- 4.1.3 For the purposes of clause 4.1, notice given at or before the usual starting time of any ordinary working day shall be deemed to represent one day's notice expiring at the completion of that day's ordinary work.
- 4.1.4 Employees other than casuals shall be engaged on a weekly basis. The employer shall stipulate in writing at the time of engagement whether the employment is to be on a weekly or casual basis, provided that if an employee is not specifically engaged as a casual, that employee shall be deemed to be engaged on a weekly basis subject to the provisions of this Award.
- 4.1.5 An employee may be dismissed without notice for dishonesty, drunkenness, serious misconduct or neglect, in which case the employee shall only be paid the actual wage earned up to the time of dismissal.

### **4.2 Full-time employment**

"Full-time Employee" means a person who is engaged to work on a full-time basis.

### **4.3 Part-time employment**

- 4.3.1 "Part-Time Employee" means an employee who is employed to work not less than 8 ordinary hours per week and not more than 38 hours per week under this Award with a minimum payment of 2 hours per day and a regular number of ordinary hours per week. Work outside of the ordinary rostered hours is to be paid at overtime rates.
- 4.3.2 Any variations to work patterns of part-time employees are to be in accordance with Award provisions for full-time employees.
- 4.3.3 Part-time employees are to be paid on a *pro rata* basis (proportionate to the number of hours worked) for wages

and employment conditions as specified in this Award for full-time employment for the same kind of work.

- 4.3.4 All other conditions for part-time employment other than those specified above, shall be those that apply to full-time employment.
- 4.3.5 An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with this Award.
- 4.3.6 Where an employee and the employer agree, part-time employment may be converted to full-time and *vice versa* on a permanent basis or for a specified period of time. If such as employee transfers from full-time to part-time (or *vice versa*) all accrued award and legislative entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

#### **4.4 Casual employment**

- 4.4.1 "Casual Employee" means an employee who is paid by the hour and is usually engaged for less than 38 ordinary hours per week.
- 4.4.2 Casual employees may leave the employer's service or be discharged with one hour's notice.
- 4.4.3 Casual employees may be engaged in any grade prescribed in this Award subject to the following provisions:
- (a) Ordinary working hours for casuals shall not be more than 8 hours per day with a minimum payment of 2 hours for each engagement.
  - (b) The ordinary rate for a casual employee shall be calculated at 1/38th of the appropriate weekly rate for the grade of work in which engaged plus a loading of 23%.
  - (c) All time worked in excess of 8 hours per day, or outside the ordinary hours for weekly employees, or in excess of 38 hours per week shall be deemed overtime and paid in accordance with clause 6.3, except where agreement between the employer and employees in the workplace has been reached relating to the 10 hour day.

#### **4.5 Two or more classes of work**

Where any person on any one day performs, 2 or more classes of work to which a differential rate fixed by this Award is applicable, such person, if employed for more than 4 hours on the class or classes of work carrying a higher rate, shall be paid in respect of the whole time during which the employee works on that day at the same rate, which shall be at the highest rate fixed by this Award in respect of any of such classes of work, and if employed for 4 hours or less on the class or classes of work carrying a higher rate, the employee shall be paid at such highest rate for 4 hours.

#### **4.6 Incidental and peripheral tasks**

- 4.6.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.
- 4.6.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment (where relevant).
- 4.6.3 Any direction issued by an employer pursuant to subclauses 4.6.1 and 4.6.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

#### **4.7 Anti-discrimination**

- 4.7.1 It is the intention of the parties to this Award to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:
- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
  - (b) sexual harassment; and
  - (c) racial and religious vilification.
- 4.7.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.2, 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.

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

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

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

## **4.8 Termination of Employment**

### *4.8.1 Statement of Employment*

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

### *4.8.2 Termination by Employer*

- (a) In order to terminate the employment of an employee the employer shall give the following notice:

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

- (b) In addition to the notice in clause 4.8.2(a) employees 45 years old or over at the time of giving notice and who have completed at least two years' continuous service 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) The period of notice in this clause shall not apply in the case of dismissal for misconduct (including dishonesty, intoxication or wilful disobedience) or other grounds that justify instant dismissal or in the case of a casual employee, or an employee engaged by the hour or day or an employee engaged for a specific period or tasks.

## **4.9 Introduction of changes**

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

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

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

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

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).

- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.9.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

#### **4.10 Redundancy**

##### *4.10.1 Consultation before terminations*

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

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

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

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

##### *4.10.3 Transmission of business*

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

operation of law and "transmitted" has a corresponding meaning.

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

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

#### 4.10.5 *Notice to Centrelink*

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

#### 4.10.6 *Severance pay*

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

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

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

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

#### 4.10.7 *Superannuation benefits*

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

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

#### 4.10.8 *Employee leaving during notice*

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

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

#### 4.10.9 *Alternative employment*

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

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

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

#### 4.10.11 *Employees exempted*

Clause 4.10 shall not apply:

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

#### 4.10.12 *Employers exempted*

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

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

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

#### 4.10.14 *Incapacity to pay*

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

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

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

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

### **5.1 Definition of classifications**

- 5.1.1 "Grade" means the wages grade to which an employee is employed, and shall also include the performance of any or more lower grades duties at any time if required.
- 5.1.2 "Wildlife Attendant: Grade 1" means an employee without any prior experience engaged for a probationary period of not longer than eight weeks, (or an equivalent amount of casual hours) who is under the direction and instruction of higher grade employees.
- 5.1.3 "Wildlife Attendant: Grade 2" means an employee engaged in the feeding, upkeep, maintenance and cleaning of grounds, fencing, animals confined and caged and who assist more senior graded employees in showing animals on exhibit to members of the public, taking photographs and receipt of monies.
- 5.1.4 "Wildlife Attendant: Grade 3" means an employee engaged in the feeding and care of birdlife and confined marsupials, and all work incidental thereto (including the collecting of Eucalyptus leaves) and other free-ranging wildlife, and directing and assisting patrons in connection with attractions, premises, taking photographs, receipt of monies and other duties as required.
- 5.1.5 "Wildlife Attendant: Grade 4" means an employee engaged in the performance of Grade 3 duties and supervising other employees and is in receipt of the appropriate allowance as set out in clause 5.3.1 in addition to ordinary rates, and may either hold an appropriate form of qualification or have at least 2 years' experience.
- 5.1.6 "Gardener: Grade 1" means an employee without any prior experience engaged for a probationary period of no longer than 8 weeks, (or an equivalent amount of casual hours) who is under the direction and instruction of higher grade employees.
- 5.1.7 "Gardener: Grade 2" means an employee assisting with the maintenance and tending of indoor and outdoor plants and any other ornamental and display gardens, including the general maintenance of the park grounds.
- 5.1.8 "Gardener: Grade 3" means an employee engaged in the maintenance and tending of indoor and outdoor plants, and established gardens (including replacement only of existing flowers, bedding plants and shrubs, and rolled turf), and who may in performing such duties use fertilizers, poison sprays, general gardening hand tools, mechanical mowers, mechanical tillers and edgers, mechanical brushcutters, skid-steer loaders, tractors, and other like equipment.
- 5.1.9 "Gardener: Grade 4" means an employee engaged in the recognising and treatment of pests, diseases, and nutritional deficiencies in plants, and who is capable of determining the proper stage of growth at which cuttings may be taken, and whose duties include the maintenance of nursery stocks for budding, grafting and layering and the setting out of plants, and supervising other employees, and shall be in receipt of the appropriate allowance as set out in clause 5.3.1 in addition to ordinary rates, and who is conversant with nursery practices possessing a thorough knowledge of propagation and horticultural techniques, and performs general gardening duties demonstrating additional skills either through experience or a horticultural certificate/diploma.
- 5.1.10 "Laundry Attendant" means an employee attending to rinsers, washing machines and hydroextractors, and shirt and collar presser.
- 5.1.11 "Utility Person/Yardperson" means an employee engaged as such who performs general maintenance and slightly skilled repair work, up-keep of grounds, roadways facilities, and other duties as required.
- 5.1.12 "Projectionist" means an employee who is in charge of the projection equipment and the presentation of pictures and sound entertainment, including the supervision and running maintenance of the projection equipment. (The manager or proprietor shall not be considered a projectionist unless he is solely engaged in projection work during a performance).
- 5.1.13 "Projectionist Assistant" means an employee who assists the projectionist and operates projection equipment under the direction of the projectionist or during the temporary absence of the projectionists.
- 5.1.14 "Ride Attendant" means an employee who is engaged to assist in the running of any ride, show or attraction within Dreamworld. A ride attendant is not to actually operate the ride, show or attraction.
- 5.1.15 "Ride Operator" means an employee who is at least 18 years of age and is engaged to operate a ride, show or attraction within Dreamworld.

- 5.1.16 "Cashier Host/Hostess" means an employee who is engaged to perform duties associated with the sale of entry tickets, handle guests enquiries, lost property and giving of general information, and who may be required to provide translations.
- 5.1.17 "Trainee Host/Hostess Cashier" means an employee who is engaged to learn the role of either a Hostess or a Cashier. The period of learning shall not exceed 8 weeks.
- 5.1.18 "Wardrobe Controller" means an employee who is conversant with and competent to take charge of all branches of the wardrobe department and who is for the time being actually in charge of that department.
- 5.1.19 "Wardrobe Assistant" means an employee employed in the wardrobe department assisting the Wardrobe Supervisor as required.

## 5.2 Wage rates

5.2.1 The minimum rates of wages payable to the following classes of employees shall be:

| Classification  | Per week<br>\$ |
|---|----------------|
| Wildlife Attendant -  |                |
| Grade 1   | 602.90         |
| Grade 2   | 620.50         |
| Grade 3   | 635.00         |
| Grade 4   | 675.10         |
| Gardener -  |                |
| Grade 1   | 602.90         |
| Grade 2   | 618.80         |
| Grade 3   | 632.80         |
| Grade 4   | 651.80         |
| Laundry Attendant   | 602.90         |
| General Labourer, and all other employees<br>not elsewhere classified     | 602.90         |
| Utility Person/Yardperson   | 605.80         |
| Projectionist (Projectionist Grade II)                                    | 664.70         |
| Projectionist Assistant -   |                |
| 1st Year  | 55%            |
| 2nd Year  | 65%            |
| 3rd Year  | 75%            |
| 4th and subsequent  | 85%            |
| Ride Operator, Entry Cashier, Entry Host/Hostess,<br>Theatre Host/Hostess | 596.50         |
| Trainee Ride Attendant, Entry Cashier, Entry Host/Hostess                 | 581.40         |
| Wardrobe Controller   | 637.50         |
| Wardrobe Assistant  | 591.90         |

Note 1: 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.

5.2.2 *Shop assistants and supervisors* - The wages and conditions of shop assistants at Dreamworld shall be as set out in the Retail Industry Award - State 2004 as amended from time to time.

5.2.3 *Junior employees* - The minimum rates of wages for junior employees shall be the undermentioned percentages of the appropriate adult rate of the work performed:

| Age | Percentage of |
|-----|---------------|
|-----|---------------|

|                                    | adult rate<br>% |
|------------------------------------|-----------------|
| Under 18 years of age              | 60              |
| 18 years and under 19 years of age | 75              |
| Thereafter                         | 100             |

5.2.4 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:

Provided that junior employees over the age of 18 years who perform the ordinary duties of an adult employee shall be paid not less than the full adult rate of the class/grade of work for which they are engaged.

### 5.3 Allowances

5.3.1 *Supervisory or leading hand allowance* - An employee specifically appointed to be a supervisor or leading hand (other than the wardrobe controller) shall be paid the following additional rates:

|  | Per day<br>\$ |
|--|---------------|
| (a) When in charge of less than 10 employees       | 4.91          |
| (b) When in charge of 10 or less than 20 employees | 7.27          |
| (c) When in charge of 20 or more employees         | 9.36          |

5.3.2 *Fork lift and equipment operation allowance* - Employees required to operate a fork lift, tractor, skid-steer loader, front-end loader, and like equipment, shall be paid \$1.0995 per hour in addition to their ordinary rate of wages.

5.3.3 *First-aid allowance* - Where an employee of a section holds an appropriate first-aid certificate as a first-aid attendant an additional \$9.74 per week shall be paid when the said employee is appointed by the employer to act as the first-aid attendant for 3 days or more in any working week.

### 5.4 Payment of wages

5.4.1 Wages shall be paid by electronic funds transfer into a bank or building society account nominated by the employee.

5.4.2 Wages shall be transferred into the employees nominated account weekly, and shall be available within the employees account by the end of their ordinary working hours on Thursday:

Provided that in any week in which a holiday occurs on pay day, wages shall be transferred so as to be available on the day prior to such holiday.

5.4.3 The employer shall not be held responsible for delays incurred in transfer of wages due to internal transfer of monies from bank to bank.

5.4.4 When notice of termination of employment has been given by an employee, or an employee's services have been terminated by the employer, payment of the balance of any wages due shall be made through the usual transmission, and shall be available prior to the employee leaving such place of employment:

Provided where an employee is dismissed for misconduct such employee shall be paid through the usual transmission within 24 hours from the time of dismissal.

5.4.5 Where an employees rostered day off falls on pay day, the employee shall be paid their wages, through the usual transmission.

### 5.5 Deductions from wages

The employer shall, on request in writing by any employee, pay to the Union, out of any money due to the employee, in respect of wages, the annual or monthly contribution of such employee as a member of the Union.

### 5.6 Superannuation

5.6.1 The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund.

- (a) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
- (b) The employer shall contribute to the fund an amount no less than 9% of an employee's ordinary time earnings.
- (c) A person must not coerce someone else to make an agreement.
- (d) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (Inspection of Time and Wages Records) of the Act.
- (e) Any dispute arising out of this process will be handled in accordance with the Grievance and Dispute Settling Procedure as contained in clause 3.2.

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

### **6.1 Hours of work**

6.1.1 Except as hereinafter provided, the ordinary working hours for weekly employees shall not exceed an average of 38 per week over a 4 week cycle. Such ordinary working hours shall not exceed 8 continuous hours in any one day, exclusive of the meal break, between the hours of 5.00 a.m. to 8.00 p.m. over 5 consecutive days each week:

Provided that the ordinary hours of work on any day may be worked up to 10 hours per day by agreement between the employer and employees in the workplace.

6.1.2 The ordinary starting and ceasing times for employees shall be as mutually agreed in writing between the employer and the Secretary of the Union. The mutually agreed starting and ceasing times shall be displayed on the employees' notice board or in the employees' lunchroom so as to be readily accessible to all employees:

Provided that theatrical employees employed under this Award shall commence on a 38 hour week as from 1 July 1992, or earlier by agreement between the parties.

### **6.2 Operation of 38 hour week**

(a) Every weekly employee shall be rostered off on one day in each 4 week cycle. The roster arranged for the 4 week cycle shall be as mutually agreed in writing between the employer and the Branch Secretary of the Union.

Such roster shall be displayed on the employees notice board or in the employees lunchroom so as to be readily accessible to all employees.

(b) Every weekly employee shall be entitled to a total of thirteen rostered days off (RDO's) per year, including one day to coincide with the period of annual leave. RDO's shall be taken when due, however by agreement with the employer a maximum of 5 RDO's may be accrued at any one time.

(c) Every weekly employee shall receive a full week's wages in accordance with clause 5.2, for each week of the roster cycle.

(d) In the event of a weekly employee's rostered day off duty falling on a public holiday, a substitute day shall be taken off as mutually agreed.

(e) Any individual weekly employees, by obtaining prior agreement with the employer, may substitute the rostered day off duty for another day within the 4 week cycle.

(f) Any weekly employee required to work on the rostered day off shall be paid in accordance with the overtime entitlements for work performed outside ordinary hours as provided in clause 6.3.1.

(g) A weekly employee required to report to work between midnight and one hour before the normal starting time on the rostered day off shall be paid at the rate of double time for all time worked up to the normal starting time.

### **6.3 Overtime**

6.3.1 All time worked by any employee in excess of the ordinary working hours in any one day or before the recognised starting time or after the recognised ceasing time shall be deemed overtime and shall be paid for at

the rate of time and a-half for the first 3 hours and double time thereafter:

Provided that for the purposes of computing such overtime payments, each day shall be exclusive of the preceding and succeeding days except where an employee continues working overtime past midnight.

- 6.3.2 All overtime worked by any employee other than casuals on the 6th day (meaning the 6th day in the pay week, which may be a Saturday or another day within the roster in lieu thereof) shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter, with a minimum payment as for 3 hours at each engagement.
- 6.3.3 All overtime worked by any employee other than casuals on the 7th day (meaning the 7th day in the pay week, which may be a Sunday or another day within the roster in lieu thereof) shall be paid for at the rate of double time, with a minimum payment as for 3 hours at each engagement.
- 6.3.4 Any employee called upon to work overtime for more than 2 hours before the normal starting time or for more than one and a-half hours after the normal ceasing time shall be provided by the employer with an adequate meal at no expense to such employee, or shall be paid an amount of \$9.60 in lieu of such free meal, in respect of each meal break provided for herein in addition to the overtime payment for the time so worked.
- 6.3.5 Where an employee has been previously notified of the requirement to work overtime and such overtime is not then worked, in the event of the employee having provided a meal as a result thereof, the employee shall be paid the \$9.60 meal allowance as provided in clause 6.3.4 notwithstanding the fact that no such overtime is worked.
- 6.3.6 Any employee who is required to begin working more than 2 hours prior to the ordinary starting time shall be allowed 30 minutes for a meal at or before the normal starting time, for which no deduction of pay shall be made. In the event of an employee beginning at work prior to the usual starting time without taking the meal break of 30 minutes and continuing at work, the employee shall receive in addition 30 minutes pay of double time.
- 6.3.7 Any employee who is required to continue working for more than 2 hours after the ordinary ceasing time shall be allowed a 30 minute paid crib break after the first hour worked. A further 45 minute paid crib break after 4 hours worked shall be allowed.
- 6.3.8 In the event of an employee remaining at work for more than 2 hours after the ordinary ceasing time without taking the initial meal break of 30 minutes and continuing at work for a period of more than 2 hours, the employee shall receive 30 minutes pay at double time.
- 6.3.9 Any employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day and has not had at least 10 consecutive hours off duty between those times shall, subject to clause 6.3.9, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the employer such employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall be paid double rates until the employee is released from duty for such period and shall then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absences.
- 6.3.10 An employee called out to work between midnight and before the employee's normal starting time, shall be paid at the rate of double time for all time worked up to the normal starting time.
- 6.3.11 Any time worked by casual employees in excess of 8, or by agreement between employer and employee 10 hours per day, shall be paid for at overtime rates specified in clause 6.3.1 at the current casual rate of pay.
- 6.3.12 No employee shall work overtime unless instructed to do so by the employer or an officer authorised to do so.
- 6.3.13 Notwithstanding the preceding clauses where there is written agreement between the employee and employer paid time off may be taken in lieu of overtime. Such time off shall be at the equivalent of the number of hours of ordinary pay that the employee would have received for such overtime.
- 6.3.14 Accumulated time shall be taken at a time mutually agreed between the employee and the employer within 12 months of such accumulation. Time off in lieu shall be banked to a maximum of 40 hours at any one time.
- 6.3.15 Any accrued time that is outstanding after 12 months or at the time of termination, for any reason, by either party, shall be paid out at the appropriate rate.

#### **6.4 Weekend work and penalty rates**

All ordinary time worked by weekly employees on weekends, not being overtime within the meaning of clause 6.3 shall be paid at the rate of:

- (a) time and a-half for all time worked between midnight Friday and midnight Saturday, with a minimum payment as for 3 hours at each engagement;
- (b) double time for all time worked between midnight Saturday and midnight Sunday, with a minimum payment as for 3 hours at each engagement.

## **6.5 Meal breaks**

- 6.5.1 Weekly employees shall be entitled to a daily meal break of not less than 30 minutes to be taken between 4 and a-half and 6 and a-half hours after the commencement of work.
- 6.5.2 The time and duration of a meal break once having been determined in accordance with clause 6.5.1 may only be altered by mutual agreement between the employer and the employee.
- 6.5.3 Casual employees who are engaged to work for 6 or more hours a day shall be entitled to a meal break of not less than 30 minutes to be completed between the 4th and 6th hour after the commencement of work.
- 6.5.4 All work performed during a recognised meal break shall be deemed overtime and shall be paid for at the rate of double time. Such rate shall be continued until a break of the usual duration for a meal is allowed.

## **6.6 Rest pauses**

- 6.6.1 Weekly employees shall receive a rest pause of 10 minutes' duration in the employer's time in the 1st and 2nd half of their daily work. Such rest pauses shall be taken at such times so as not to interfere with continuity of work where continuity is necessary.
- 6.6.2 Casual employees who work a minimum of 4 hours on any one day shall receive a rest pause of 10 minutes' duration in the employer's time. Casual employees who work a minimum of 8 hours on any one day shall receive a rest pause of 10 minutes' duration in the employer's time in the first and second half of the period of work.
- 6.6.3 Such rest pauses shall be taken at such times so as not to interfere with continuity of work where continuity is necessary.
- 6.6.4 It is agreed that rest pauses will not be eliminated, but where agreed between the employer and the majority of employees in a section, and subject to this local agreement being ratified by the Branch Secretary of the Union, periods of work may be re-arranged so that there is less disruption to certain work by moving the rest pauses.

## **6.7 Time sheets**

- 6.7.1 Time sheets or time books or automated time accounting shall be provided by the employer wherein each employee shall enter daily the starting and ceasing times:

Provided that each employer shall keep posted in some position in the premises, accessible to the employee, a schedule setting out the ordinary starting and ceasing times between which the period is allotted for each meal.

- 6.7.2 Although access to the employee's place of work may be controlled for security reasons, by an electronic time recording device at the employee's entrance, such equipment may not be used to calculate actual starting or cessation times for pay purposes:

Provided that it shall be a breach of this Award for any employer to allow any person to perform such work unless the name of such person is recorded in the time and wages book.

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

### **7.1 Annual leave**

- 7.1.1 Every employee (other than a casual employee) covered by this Award shall at the end of each year of employment be entitled to annual leave on full pay 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 shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.5) shall be paid for by the employer in advance:

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

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts, 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 employees shall be paid in addition to all other amounts due to the employee, 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) shall 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 shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.
- (b) Leading hands etc. - Subject to clause 7.1.5(c), leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (c) All employees - Subject to clause 7.1.5(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
  - (i) the employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and week-end penalty rates);
  - (ii) leading hand allowance or amounts of a like nature;
  - (iii) a further amount calculated at the rate of 17.5% of the amounts referred to in clauses 7.1.5(c)(i) and 7.1.5(c)(ii).
- (d) Clause 7.1.5(c) shall 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 Except as hereinbefore provided, it shall not be lawful for the employer to give or for an employee to receive payment in lieu of annual leave.

7.1.7 Annual leave shall be taken where practicable within 6 months of becoming due. If it is not practicable to take such leaves within the 6 months period, other arrangements may be made between the employer and the employee. Such other arrangements may lead to accumulation for a period not exceeding one year.

## 7.2 **Sick leave**

### 7.2.1 *Entitlement*

- (a) Every employee, except casuals and school-based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment:

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

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

#### *7.2.2 Employee must give notice*

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

#### *7.2.3 Evidence supporting a claim*

- (a) When the employee's absence is for 2 days or more, the employee is required to give the employer a doctor's certificate or other reasonably acceptable evidence about the nature and approximate duration of the illness.
- (b) Where an employee has a proven record of recurring absences on sick leave, the employer may, if it is considered appropriate to take such action, inform the employee that in the event of future absences a certificate from a duly qualified medical practitioner will be required in respect of each period of sick leave taken.

#### *7.2.4 Accumulated sick leave*

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

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

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

#### *7.2.5 Workers' compensation*

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

### **7.3 Bereavement leave**

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

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

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

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

#### *7.3.3 "Immediate family" includes:*

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

#### 7.3.4 Unpaid leave

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

### 7.4 Long service leave

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

Provided that long service leave as prescribed shall be inclusive of rostered days off occurring during the taking of any period of long service leave.

### 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 7.6.7 all work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

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

#### 7.6.2 Labour Day

All employees covered by this Award are entitled to be paid a full day's wage for Labour Day (the 1st Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee will be paid a full day's wage for that day and in addition a payment for the time actually worked by the employee at one and a-half times the ordinary time rate of pay prescribed for such work with a minimum of 4 hours.

#### 7.6.3 Annual show

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

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

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

- (a) A full-time employee is entitled to either payment for each public holiday or a substituted day's leave.
- (b) A part-time employee is entitled to either payment for each public holiday or a substituted day's leave:  
  
Provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.
- (c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.
- (d) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas Day (i.e. 25th December) is to be paid at the rate of double time.
- (e) Nothing in clause 7.6.4 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

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

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

#### 7.6.6 *Stand down*

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

#### 7.6.7 *Substitution*

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

### 7.7 **Jury service**

- (a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.
- (b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.
- (c) Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- (d) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.
- (e) "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for

example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

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

No provisions inserted in this Award relevant to this Part.

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

### **9.1 Commitment to training**

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

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

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

### **10.1 Amenities**

Suitable amenities shall be provided by the employer, and such amenities shall comply in all respects with the requirements of the *Workplace Health and Safety Act 1995* and any amendment thereof, and with all rules and regulations made under the said Act.

### **10.2 Tools**

All tools required to be used by employees in the course of their work shall be supplied and maintained by the employer, however any employee shall be liable for any damage done to such tools equipment wilfully or by neglect.

In lieu of the supply of tools, an additional payment of \$10.80 per week shall be paid to employees required to supply their own tools and shall be regarded as part of the wage of the employees concerned for all purposes:

Provided that where the employer supplies tools, each employee shall sign for each time which shall be recorded in an inventory book showing tools used and tools returned.

### **10.3 Accidents and first-aid**

When employees are injured seriously or become seriously ill at their work, the employer shall provide a means of getting them to the nearest hospital or pay expenses of transmission to hospital.

First-aid kits maintained in accordance with the provisions of the *Workplace Health and Safety Act 1995*, and kept in suitable and secure cases shall be provided at central positions in the park so as to be at all times readily available for the use of employees and the first-aid attendant defined in clause 5.3.3.

### **10.4 Uniforms and protective clothing**

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

10.4.2 Suitable gloves, aprons, goggles, masks, and hand protection cream shall be supplied by the employer for employees carrying out various tasks in the operations.

10.4.3 The employer shall supply hats, solar protective and insect lotions to employees working in areas of exposed sunlight and insect infestation.

### **10.5 Wet weather**

10.5.1 Suitable and adequate quality waterproof clothing shall be supplied by the employer free of charge to employees who are required to work in the rain:

Provided that if such an employee while using such clothing nevertheless gets substantially wet the employee shall be paid double rates for all work so performed. Such payment shall continue until the employee is able to change into dry clothing.

10.5.2 Where the employer supplies wet weather clothing, each employee shall sign for each item of clothing which shall be recorded in an inventory book showing clothes used and clothes returned. Such clothing remains the property of the employer and must be returned to the employer on termination.

## **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 Trade union training leave**

11.3.1 Upon written application by an employee to the employer such application being endorsed by the Union and given to the employer at least one month's notice, such employee shall be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend trade union training courses and seminars.

For the purposes of clause 11.3 "ordinary pay" means at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.

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

- (a) An employee must have at least 12 months uninterrupted service with the employer prior to such leave being granted.
- (b) Clause 11.3 shall not apply to the employer if less than 12 full-time employees are employed under this Award.
- (c) The maximum number of employees of one and the same employer attending an approved trade Union training course or seminar at the same time will be as follows:

|  |    |
|--|----|
| Where the employer employs between 12 and 50 employees   | 1  |
| Where the employer employs between 50 and 100 employees  | 2  |
| Where the employer employs between 100 and 150 employees | 3  |
| Where the employer employs over 150 employees            | 4: |

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

- (d) The granting of such leave shall be subject to the convenience of the employer and so that the operations of the employer will not be unduly affected.
- (e) The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the employer's operations.
- (f) In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
- (g) Leave granted to attend trade Union courses will not incur additional payment if such course coincided with the employee's R.D.O. or with any other concessional leave.
- (h) Such paid leave will not affect other leave granted to employees under this section.

#### **11.4 Posting of award**

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

#### **11.5 Union encouragement**

##### **Preamble**

Clause 11.5 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.

##### *11.5.1 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.

##### *11.5.2 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.

Dated 6 June 2005.

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

Operative Date: 6 June 2005  
Repeal of Industrial Agreement and New Award -  
Dreamworld Enterprise Award - State 2005  
Released: 19 July 2005

