

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**HOTELS, RESORTS AND ACCOMMODATION INDUSTRY AWARD  
- SOUTH-EASTERN DIVISION 2002**

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Hotels, Resorts and Accommodation Industry Award - South-Eastern Division 2002 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 Hotels, Resorts and Accommodation Industry Award - South-Eastern Division 2002 as at 1 September 2010.

Dated 1 November 2010.

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

**HOTELS, RESORTS AND ACCOMMODATION INDUSTRY AWARD  
- SOUTH-EASTERN DIVISION 2002**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Hotels, Resorts and Accommodation Industry Award - South-Eastern Division 2002.

**1.2 Arrangement**

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### **1.3 Application of award**

1.3.1 Subject to clause 1.3.2 this Award shall have application to:

- (a) Employers conducting or directly involved in the conduct of a Category A, or Category B establishment as defined in clause 1.5 of this Award; and

(b) All employees of employers referred to in clause 1.3.1(a) employed directly in or in connection with any such business.

1.3.2 This Award does not apply to employers and their employees bound by any of the following Awards and/or Industrial Agreements whilst those Awards and/or Industrial Agreements remain in force:

(a) Holiday Apartments - Industrial Agreement;

(b) Boarding House, Etc., Employees Award - South-Eastern Division - National Park Guest Houses - Industrial Agreement;

(c) Award for Accommodation and Care Services Employees for Aged Persons - South-Eastern Division;

(d) Contract Catering and Industrial Services Award - South-Eastern Division; and

(e) Clubs Etc. Employees' Award - South East Queensland.

#### **1.4 Area**

The South-Eastern Division of Queensland shall comprise the district within the following boundaries:

Commencing at Point Danger, and bounded then by the southern boundary of the State westerly to 151 degrees of east longitude; then by that meridian of longitude bearing true north to 24 degrees 30 minutes of south latitude; then by that parallel of latitude bearing true east to the sea-coast; and then by the sea-coast southerly to the point of commencement, and all islands comprised in any State or Federal electorate in the South-Eastern Division of Queensland.

#### **1.5 Definitions**

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

1.5.2 "Category A Establishment" means a business of the following description:

(a) the premises in which the business is conducted are "licensed premises" within the meaning of the *Liquor Act 1992*; and

(b) the liquor license under which the business is conducted permits the unrestricted (other than as to trading hours) sale of liquor to the general public for consumption on and off the premises; and

(c) the business consists wholly or substantially of:

(i) retail sale of liquor to the general public and guests for consumption on and off the licensed premises; and

(ii) preparation and sale of meals for consumption on the premises; and

(iii) may provide residential accommodation of a transient nature for tourists and travellers and/or of a permanent nature for others; and

(iv) may provide entertainment in conjunction with other activities.

1.5.3 "Category B Establishment" means a business of the following description:

(a) the premises in which the business is conducted are "licensed premises" within the meaning of the *Liquor Act 1992*; and

(b) the liquor license under which the business is conducted permits the sale of liquor to the general public and guests either on the licensed premises or on and off the licensed premises; and

(c) the business consists wholly or substantially of:

(i) retail sale of liquor for consumption on the licensed premises or on and off the licensed premises; and

(ii) preparation and sale of meals in at least one restaurant situated on the premises, to residential guests and/or the general public; and

(iii) provision of residential accommodation of a transient nature for tourists and travellers only; and

(iv) may provide entertainment in conjunction with other activities.

(d) the premises in which the business is conducted:

(i) shall contain not less than 50 units of guest accommodation; and

(ii) may contain retail shops and other similar outlets not directly associated with clause 1.5.3 (c) either conducted by or on behalf of the employer or by a lessee or a sublessee or the owner of the premises; and

(iii) may contain a Casino within the meaning of the *Casino Control Act 1982*.

1.5.4 "Unit of Guest Accommodation" means residential accommodation comprising a room or a self contained unit of one or more rooms regardless of the number of beds in that room or unit.

1.5.5 "Licensed Premises" means and include all premises licensed under the *Liquor Act 1992*.

1.5.6 "Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees.

1.5.7 "Day" means a period of 24 hours.

1.5.8 "Appropriate Level of Training" means:

(a) completion of a training course deemed suitable according to guidelines issued through Tourism Training Australia for that particular classification. After 1 June 1991, such course to be accredited by the Australian Hospitality Review Panel;

(b) that the employee's skills have been assessed to be at least the equivalent of those attained through the suitable course described in clause 1.5.8(a) - assessment to be undertaken by a qualified skills assessor; or

Note: For Casino employee grades and classifications see Schedule A to this Award.

## **1.6 Operation of award**

This Award shall take effect and have the force of law as from 11 November 2002.

## **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 Grievance and dispute settling procedures**

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

3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.

3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take

place within 24 hours after the request by the employee or the employee's representative.

- 3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.2.2, 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.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

### **4.1 Contract of employment**

- 4.1.1 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 'B' to this Award.
- 4.1.2 The provision of information provided to new employees as required by clause 4.1.1 in a written format other than that provided herein shall not constitute a breach of the Award.

### **4.2 Part-time employment**

- 4.2.1 Part-time employees shall be engaged for a minimum of twelve hours and a maximum of 32 hours in any one week and shall work on not more than 5 days in any one week. Part-time employees shall work a minimum of 3 hours on any one day and a maximum of 8 hours on any one day. The hours of work shall be continuous subject to clause 6.4 (Meal breaks and rest pauses).
- 4.2.2 A part-time employee shall be paid at the rate of 1/38th of the weekly rate prescribed for the class of work performed plus an all purpose loading of 10%. Such all purpose loading shall not apply to work on Saturday, Sunday, public holidays or overtime:  
  
Provided that the 10% loading shall not apply where an employee, at the time of engagement, was engaged to work a set number of hours per week and works those set hours in accordance with clause 4.2.
- 4.2.3 A part-time employee who works in excess of the ordinary daily or weekly hours prescribed by the employee's roster shall be entitled to be paid overtime in accordance with clause 6.3 (Overtime).
- 4.2.4 Part-time employees shall be entitled to receive *pro rata* entitlements to annual leave, sick leave, bereavement leave and long service leave in accordance with the provisions contained in this Award. Where a part-time

employee is normally rostered to work on a day on which a public holiday occurs and the employee is not required to work payment shall be made for the ordinary hours the employee would have worked on that day had it not been a public holiday.

4.2.5 All other provisions of the Award relevant to weekly employees shall have application to part-time employees.

### **4.3 Casual employees**

4.3.1 Casual employees shall be paid 1/38th of the rate prescribed for the class of work that they are performing per hour plus the following ordinary time loadings:

- (a) 25% for work performed Monday to Friday inclusive;
- (b) 50% for work performed on Saturdays;
- (c) 75% for work performed on Sundays;
- (d) 150% for work performed on public holidays.

4.3.2 Casual employees shall be paid as for a minimum of 2 hours per engagement but provided that on public holidays the minimum period for each engagement shall be 4 hours. A maximum of 10 ordinary hours may be worked per engagement.

4.3.3 When casual employees are required to work any ordinary hours between 7.00 p.m. and midnight an additional \$1.768 per hour or any part of an hour shall be paid with a minimum daily payment of \$2.69 and a maximum daily payment of 3 hours:

Provided that for work performed between midnight and 7.00 a.m. an additional \$2.684 per hour or any part of an hour shall be paid with a maximum daily payment of 3 hours. For the purposes of clause 4.3.3 midnight shall include midnight Sunday.

4.3.4 "Casual Employee" shall mean an employee engaged as such and paid by the hour and who is engaged for less than 38 hours per week.

### **4.4 Apprentices and trainees**

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

### **4.5 Anti-discrimination**

4.5.1 It is the intention of the parties to this Award to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as 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.

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

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

4.5.4 Nothing in clause 4.5 is to be taken to affect:

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

## 4.6 Termination of employment

### 4.6.1 Statement of employment

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

### 4.6.2 Termination by employer

- (a) An employer may dismiss an employee only if the employee has been given the following notice:

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

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 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.

### 4.6.3 Notice of termination by employee

The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.6.2(d).

### 4.6.5 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.

## 4.7 Introduction of changes

### 4.7.1 Employer's duty to notify

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

Provided that where the Award makes provision for alteration of any of the matters referred to herein an

alteration shall be deemed not to have significant effect.

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

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.7.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### 4.8 **Redundancy**

#### 4.8.1 *Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.8.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse 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.

#### 4.8.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.8.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.6.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.

#### 4.8.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (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 4.8.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

#### 4.8.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.8.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 4.8.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.8.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

#### 4.8.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.6.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.8.1(a), shall be entitled to the following amounts of severance pay:

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

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

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

#### 4.8.7 *Superannuation benefits*

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

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

#### 4.8.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.8.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

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

#### 4.8.9 *Alternative employment*

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

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

Clause 4.8 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

#### 4.8.11 *Employees exempted*

Clause 4.8 shall not apply:

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

#### 4.8.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.8 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
  - (i) a company and the entities it controls; or
  - (ii) a company and its related company or related companies; or
  - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

#### 4.8.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.8.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
  - (i) where the employee accepts employment with the 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 4.8.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.8.14 *Incapacity to pay*

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

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

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

#### **4.10 Junior employees**

4.10.1 No junior other than an apprentice shall be employed in callings to which an apprenticeship applies.

4.10.2 *Birth Certificate* - An employer may at any time demand the production of a birth certificate or other satisfactory evidence for the purpose of ascertaining the correct age of a junior employee. If such certificate is required, the cost of obtaining it shall be met by the employer.

#### **4.11 Mixed Functions**

An employee who is required to perform on any day work for which a higher rate of pay is prescribed shall be paid as follows:

- (a) If more than 4 hours on any day the higher rate for the whole of such day;
- (b) If 4 hours or less payment of the higher rate for 4 hours.

#### **4.12 Incidental and peripheral tasks**

4.12.1 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.

4.12.2 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.

4.12.3 Any direction issued by an employer pursuant to clauses 4.12.1 and 4.12.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

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

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

##### *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 job 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, which may require a position description to be written for each position.

- (ii) Each position is classified by reference to the classification criteria in accordance with clause 5.1.3.
  - (iii) Employees are notified in writing of their appointment to a position consistent with the requirements outlined in clause 4.1.
- (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) isolated characteristics that should not be used to justify the classification of a position;
  - (iii) 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);
  - (iv) 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);
  - (v) indicative experience and/or qualifications; and
  - (vi) indicative levels of responsibility.
- (c) The characteristics nominated above are the principal guide to a classification to a particular Wage Level as they are designed to indicate the level of basic knowledge, comprehension of issues, procedures required, the level of autonomy, accountability, supervision or 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 set of skills 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 is 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 tasks, 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.
- (j) It is recognised that the accreditation and recognition process associated with qualifications will change over time and that many employees may possess overseas or interstate qualifications. It is agreed that the parties to this Award may require assistance from external bodies such as the Department of Employment

and Training and/or the relevant Industry Training Advisory Body and/or Centres of Excellence recognised within the *Training and Employment Act 2000* or its successor for assistance. Thereafter a simple exchange of letters between the major respondents to the Award shall form the base for classifying and recognising particular qualifications. This information may then be passed to the relevant enforcement agency, such as the Department of Industrial Relations:

Provided further that no employee shall be disadvantaged in their average ordinary earnings as the result of the introduction of this classification structure.

### 5.1.3 Classification Levels and Award Relativities

#### Hospitality

(a) Introductory - 78%

(i) Indicative experience and/or qualifications

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 this Wage Level for a maximum of 3 months while training is undertaken to allow the employee to progress to Wage Level 1:

Provided that an additional 3 months may be served at this level by mutual agreement between the employer and employee, and the Union where such employee is a Union member. Further, if any disagreement arises from the provision it shall be determined in accordance with the disputes settling clause 3.1.

(ii) Indicative level of responsibility

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

- works under close direction using established routines, methods and procedures with little scope for deviating from these; and
- is not required to provide more than basic judgement and application of basic problem solving skills; and
- usually operates within a work team with very limited to no 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
- Guest Service Grade 1
- Persons not otherwise provided for which no specific classification or activities are specified in this Award.

(i) Indicative duties

Wage Level 1 means 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;
- general cleaning using chemicals and equipment commonly used in a domestic application such as common cleaning agents, vacuum cleaners, polishers, cloth, mop, scouring or other similar products;
- 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; and
  - parking guests 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 generally have limited experience and:

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

(c) Wage Level 2 - 88%

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

- Food and Beverage Attendant Grade 2
- Kitchen Attendant Grade 2
- Cook - Grade 1
- Leisure Attendant Grade 1
- Guest Service Grade 2
- Storeperson Grade 1
- Doorperson/Security Officer Grade 1

(i) Indicative duties

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

- selling, supplying, dispensing or mixing of a range of alcoholic and non-alcoholic beverages;
- liquor store activities including the sale of specialised stock lines and/or takeaway liquor from a bottle shop or other liquor outlet consistent with the *Liquor Act 1992* and/or employer policy;
- engaged on delivery duties;
- undertaking general waiting duties of both food and/or beverages such as clearing tables and restaurant equipment, taking of orders, tray services to guests' rooms, opening and distributing alcoholic and non-alcoholic beverages;
- 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;
- providing butler services or other 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;
- cooking of breakfasts, snacks and other basic meals and food items requiring regular supervision and limited experience;
- assisting with dry-cleaning processes;
- driving a passenger vehicle or courtesy bus;
- cleaning duties using specialised equipment and chemicals for more specialised purposes which for example may utilise specialist machinery or equipment which is multi-functional, uses pressure or operates at high speed and may require advanced training;
- 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:

- receives general instructions usually covering the broader technical aspects of the work; and
- is 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
- Kitchen Attendant Grade 3
- Storeperson Grade 2
- Guest Service Grade 3
- Cook - Grade 2
- Leisure Attendant Grade 2
- Handyman
- Forklift Driver
- Timekeeper/Security Officer Grade 2

(i) Indicative duties

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

- mixing a range of sophisticated drinks, such as cocktails or other beverages that consist of a number of ingredients that requires specialised knowledge in their preparation and presentation;
- providing a specialist wine service, such as assisting with making wine selections, providing advice on the compatibility of different wines for menu items, developing wine lists, storing and handling wines and updating wine knowledge;
- 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 performing 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 or other devices to cater for wheelchairs;
- 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;
- timekeeping of staff, general security including security of keys and supervision of

- dress standard maintenance and good order in the establishment;
- undertaking routine repair work and maintenance;
- driving a forklift vehicle with possession of a recognised forklift licence; and
- supervising, coordinating and training of employees at a lower grade.

(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.
- Possession of a forklift licence where appropriate.

(iii) Indicative level of responsibility

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

- receives general instructions usually covering the broader technical aspects of the work; and
- is 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.

(e) Wage Level 4 - 100%

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

- Food and Beverage Attendant Grade 4
- Bread Baker, Butcher, Cook, Dry Cleaner, Pastrycook, Tailor or other apprenticeship calling
- Commis Chef
- Cook - Grade 3
- Leisure Attendant Grade 3
- Guest Service Grade 4
- Storeperson Grade 3

(i) Indicative duties

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

- engaged in a variety of trade level activities such as cooking, baking, butchering, pastrycooking and/or setting up of an on site kitchen;
- undertaking specialised waiting duties in a fine dining room or restaurant e.g. maitre'd;
- planning, co-ordinating and implementing leisure activities for guests and patrons and supervising other leisure attendants;
- maintaining and rotating stock and stock balancing;
- implements quality control techniques and procedures;
- high level of communication with all levels of the organisation;
- supervises and provides direction and on-the-job training to employees at a lower level;
- responsible for a store/warehouse area or a large section of such an area;
- liaising with management, suppliers and customers with respect to stores operations;
- detailing and coordinating activities of other storepersons and acting in a leading hand capacity for in excess of 10 storepersons;
- maintaining control registers including inventory control and being responsible for preparation and reconciliation of regular reports or stock movements, despatches, etc.;
- supervising the receipt and delivery of goods, records, outgoing goods and responsible for the contents of the store.

(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 2000*.

(iii) Indicative level of responsibility

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

- receives only limited instructions normally confined to a clear statement of objectives; and
- has their work measured in terms of the achievement of stated objectives; and
- is fully competent and very experienced in a technical sense and requires little guidance in the performance of work; and
- 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
- Food and Beverage Supervisor
- Guest Service Supervisor or other supervisor

(i) Indicative duties

Wage Level means an employee who is engaged in activities such as:

- 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;
- duties of a 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 or other manager;
- responsibility for a safe or counting room;
- liaising with accounting staff.

(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 2000* and has progress towards an AQF 4 qualification or higher relevant to the employer.
- Possession of units competence/modules in a qualification or course of instruction in disciplines such as:
  - supervision; and/or
  - front line management; and/or
  - leadership.

(iii) Indicative level of responsibility

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

- demonstrates understanding of a broad knowledge base incorporating some theoretical concepts; and
- applies solutions to a defined range of unpredictable problems; and
- identifies, analyses and evaluate information from a variety of sources; and
- identifies and applies skills and knowledge to a variety of contexts with some depth in some areas; and
- 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.

(g) Wage Level 6 - 115%

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

- Cook Grade 5 - Head Chef
- Chef de Partie

(i) Indicative duties

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

- 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 a single kitchen establishment.

(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; and
- applies solutions to a defined range of unpredictable problems; and
- identifies, analyses and evaluates information from a variety of sources; and
- identifies and applies skills and knowledge to a variety of contexts with some depth in some areas; and
- 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.

5.1.4 *Casino*

In accordance with Schedule A.

**5.2 Wages**

5.2.1 *Hospitality Stream*

Level	%	Award Rate Per Week \$
Introductory	78	588.20
1	82	604.90
2	88	630.00
3	92.4	648.30
4	100	682.00
5	110	723.70
6	115	742.60

5.2.2 *Casino Stream*

Level	%	Award Rate Per Week \$
Introductory	70	588.20
1	74	609.50
2	84.7	660.20
3	92	696.90
4	100	733.60
5	107	765.60

NOTE: 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.

5.2.3 *Juniors* - The minimum rates of wages for junior employees (as defined) shall be the undermentioned percentages of the rate prescribed for the classifications appropriate to the work performed for the area in which the work is performed:

	Percentage %
Under 19 years of age	70
19 and under 20 years of age	80
20 and under 21 years of age	90

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

### 5.3 Allowances

#### 5.3.1 *Late work/early start rate*

- (a) Any permanent employee who is required to work any ordinary hours between 7.00 p.m. and 12.00 midnight Monday to Friday inclusive shall be paid an additional \$1.768 per hour for any hour or part thereof for any time worked within the said hours.

A minimum payment of \$2.69 shall apply on any one day.

- (b) Any permanent employee who is required to work any ordinary hours between 12.00 midnight and 7.00 a.m. Monday to Friday inclusive shall be paid an additional \$2.5605 per hour for any hour or part thereof for any time worked within the said hours. For the purposes of clause 5.3.1(b) midnight shall include midnight Sunday.

A minimum payment of \$2.69 shall apply on any one day.

#### 5.3.2 *First aid allowance*

Employees are entitled to a first aid allowance in accordance with clause 10.3.

#### 5.3.3 *Tool allowance (Cooks)*

Where cooks are required to use their own tools, an allowance of \$1.50 per day or part thereof up to a maximum of \$7.40 per week shall be paid.

### 5.4 Payment of wages

5.4.1 All wages shall be paid in full in the employer's time at least once in each fortnight. Casual work may by mutual consent be paid for as above or at the termination of each engagement:

Provided that payment may be made by use of one of the following methods:

- (a) Cash;
- (b) Cheque;
- (c) Electronic Funds Transfer (EFT) directly into the employee's account in any financial institution nominated by the employee, which has that facility and without cost to the employee.

5.4.2 Wages shall be paid in the employer's time and any employee who is not paid within fifteen minutes of such employee's ordinary ceasing time shall be deemed to be working during the time he or she is kept waiting.

5.4.3 When an engagement is terminated, all moneys due to an employee shall be paid within one hour of such termination:

Provided that where an employee is summarily dismissed or leaves the employment without giving the prescribed notice, such employee shall be entitled to collect all moneys 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.

5.4.4 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.

## 5.5 Occupational superannuation

5.5.1 *Application* - In addition to the rates of pay prescribed by this Award, eligible employees, as defined, shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.5.

### 5.5.2 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 Payment* - The employer shall 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 5.5 shall preclude an employee from making contributions to a Fund in accordance with the provisions thereof.

(f) *Cessation of Contributions* - An employer shall 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 shall 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.

### 5.5.3 Definitions

(a) "Approved Fund" means a Fund approved for the purposes of this Award by the industrial relations 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" shall mean any employee who has been employed by the employer during 5 consecutive weeks and who has worked a minimum of 50 hours during that period. After completion of the above qualifying period, superannuation contributions shall be made in accordance with clause 5.5.2 effective from the commencement of that qualifying period.

(c) "Fund" means a Superannuation Fund as defined in the *Occupational Superannuation Standards Act 1987* and satisfying the superannuation fund conditions in relation to a year of income, as specified in that Act and complying with the operating standards as prescribed by regulations made under that Act. In the case of a newly established fund, the term shall include a superannuation fund that has received a notice of preliminary listing from the insurance and superannuation commissioner.

(d) "Ordinary time earnings" shall mean the actual ordinary rate of pay the employee receives for ordinary hours of work including shift loading, skill allowances and supervisory allowances where applicable. The term

includes any overaward payment as well as casual rates received for ordinary hours of work. Ordinary time earnings shall 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.

5.5.4 For the purposes of this Award, an Approved Fund shall be:

- (a) Host Super Queensland;
- (b) Sunsuper
- (c) Any named Fund as is agreed to between the relevant employer/Unions(s) 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 or an agreement approved by an Industrial Tribunal whether State or Federal jurisdiction and already had practical application to the majority of award employees of that employer.
- (e) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115 of the Act and are employed by an employer who also belongs to that fellowship any fund nominated by the employer and approved by the Brethren.
- (f) Any fund agreed between an employer and an employee who holds a Certificate issued pursuant to section 115 of the Act where membership of a fund cited in this Award would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act.
- (g) 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 5.5.2 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 contribution.
- (h) The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.
  - (i) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
  - (ii) A person must not coerce someone else to make an agreement.
  - (iii) 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 (time and wage records) of the Act.
  - (iv) Any dispute arising out of this process will be handled in accordance with the "grievance and dispute settlement procedure" in this Award.

5.5.5 *Challenge of a Fund*

- (a) An eligible employee being a member or a potential member of a fund, as well as an industrial Unions whose registered list of callings incorporates any of the classification(s) of employees to whom this Award applies, may by notification of a dispute challenge a fund on the grounds that it does not meet the requirements of clause 5.5.
- (b) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 5.5, 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 5.5.2 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 the clause, the onus of proof shall rest upon the employer.

5.5.6 *Fund Selection*

- (a) No employer shall be required to make or be prevented from making, at any one time, contributions into more than one approved fund. Such fund, other than a fund referred to in provisions (d), (e), (f) and (g) of clause 5.5.4, shall be determined by a majority decision of employees.

- (b) Employees to whom these provisions apply who are members of an established fund covered by clause 5.5.4(g) shall have the right by majority decision to choose to have the contributions specified in clause 5.5.2 paid into a fund as provided for elsewhere in clause 5.5.4 in lieu of the established fund to which clause 5.5.4(g) has application.
- (c) The initial selection of a fund recognised in clause 5.5.4 shall 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.
- (d) Where this provision 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 shall not be available until a period of 3 years has elapsed after that utilisation of this provision.

#### 5.5.7 *Enrolment*

- (a) Each employer to whom clause 5.5 applies shall as soon as practicable as to both current and future eligible employees:
  - (i) Notify each employee of the employees 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 5.5.4.
  - (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; and
  - (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 clause 5.5.7 shall:
  - (i) complete and sign the necessary application forms to enable that employee to become a member of that fund; and
  - (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 5.5.2.
- (c) Where an employer has complied with the requirements of clause 5.5.7(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, that employer shall:
  - (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 5.5.
  - (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 a 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 5.5.7(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the secretary of an industrial Unions of employees whose registered callings incorporate the classification of the eligible employee a copy of each letter forwarded by the employer to the eligible employee pursuant to clauses 5.5.7(c)(i) and 5.5.7(c)(iii).
- (d) Where an employer fails to provide an eligible employee with an application form in accordance with clause 5.5.7(a)(iii) the employer shall be obliged to make contributions as from the date of operation of clause 5.5 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 5.5.7(c) shall apply.

### 5.5.8 *Unpaid Contributions*

Subject to section 393 of the Act and to clause 5.5.5, 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 5.5.2 in respect of any eligible employee such employer shall 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 5.5.4, had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.5.8 excepting that resort to clause 5.5.8 shall 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.

### 5.5.9 *Exemptions*

(a) An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.5 in the following circumstances:

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

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

### **6.1 Hours of work**

6.1.1 Unless otherwise provided in this Award the ordinary hours of work shall be an average of 38 hours per week to be worked as follows:

- (a) 152 hours per each 4 week period; or
- (b) 160 hours per each 4 week period, with a paid day off banked per period up to a maximum of 5; or
- (c) a combination of clause 6.1.1 (a) and (b) in any one establishment.

#### 6.1.2 *Implementation*

The method of rostering such hours shall be by agreement between the employer and the majority of employees concerned and/or the State Secretary of the Union subject to the particular needs of the establishment and the following conditions:

- (a) Ordinary hours are to be worked within a minimum of 6 hours and a maximum of 10 hours per day and shall be exclusive of meal breaks subject to clause 6.4. Where employees are rostered to work 4 consecutive shifts of 10 hours per day, such employees shall not be rostered for work on more than 4 consecutive days of 10 hours without a break of at least 48 hours.
- (b) Employees rostered to work shifts of 9 or more ordinary hours in a 4 week period shall be entitled to at least 9 full days off per period:

Provided that at least 8 days off will be allowed in any other case.

- (c) No employee shall be rostered to work for more than 10 successive days without a day off.

#### 6.1.3 *Spread of hours*

Where broken shifts are worked the spread of hours shall not exceed the ordinary hours by more than 3 hours, not including meal breaks:

Provided that in no case shall the spread of hours exceed twelve hours per day.

#### 6.1.4 *Banking of rostered days off*

Where an employee's hours are worked in accordance with clause 6.1.1(b), the banked rostered days off shall be taken within twelve calendar months from the date on which the first rostered days off was accrued.

### **6.2 Week-end penalty rates**

6.2.1 All full-time or part-time employees employed as at 28 May 1995 shall be entitled to the following ordinary

time weekend penalty rates.

- (a) For all ordinary time worked between midnight Friday and midnight Saturday time and a-half of the wages for the respective classification as at 28 May 1995 shall be paid until such amount is exceeded by time and a-quarter as provided for in clause 6.2.2 when clause 6.2.2 shall apply.
- (b) For all ordinary time worked by employees on a Sunday double time of the wage for respective classifications as at 28 May 1995 shall be paid until such amounts is exceeded by time and 3-quarters as provided for in clause 6.2.2 when clause 6.2.2 shall apply.

6.2.2 All full-time or part-time employees who commence to be employed after 28 May 1995 shall be entitled to the following ordinary time weekend penalty rates:

- (a) For all ordinary time worked between midnight Friday and midnight Saturday time and a-quarter rate shall be paid.
- (b) For all ordinary time worked between midnight Saturday and midnight Sunday time and three-quarters shall be paid.

### **6.3 Overtime**

6.3.1 All time worked outside or in excess of the ordinary hours prescribed in clause 6.1 or outside the usual commencing and ceasing times shall be deemed to be overtime and shall be paid for at the rate of time and a-half for the first 2 hours and double time thereafter.

6.3.2 In the compilation of overtime payments any part of a half of an hour that is worked on any one day shall be paid for as a full half of an hour.

6.3.3 All time worked on an employee's days off shall be paid for at the rate of double time with a minimum payment as for 2 hours worked.

6.3.4 Any employee, except a casual employee, who is required to continue working for more than 2 hours beyond the employee's ordinary ceasing time shall be entitled to a paid crib break of thirty minutes after the first hour so worked and, if not notified on the previous working day, shall be provided with an adequate meal by the employer or paid an amount of \$9.60 in lieu thereof:

Provided that where an employee has provided the employee's own meal because of receipt of notice to work overtime and such overtime is not worked, the employee shall be paid \$9.60 for any meal so provided.

### **6.4 Meal breaks and rest pauses**

6.4.1 Except as hereinafter provided every employee shall be entitled to a meal break of not less than 30 minutes nor more than one hour for breakfast, lunch or dinner. No employee shall work for more than 6 hours without a meal break except where overtime of 2 hours duration or less is being worked immediately following an employees ordinary ceasing time.

6.4.2 Where a person is required to work longer than 6 ordinary hours without a meal break the employee concerned shall be paid at the rate of double time for all ordinary time work performed past the 6<sup>th</sup> hour and such double time shall continue to be paid until such time as a thirty minute break can be taken or the employee ceases work for the day.

6.4.3 All employees working at least a 7.6 hour day shall be entitled to a rest pause of 10 minutes' duration in the employers time in the first and second half of their working day. Where an employee works less than 7.6 hours but more than 4 hours on any day the employee shall be entitled to one 10 minute rest pause on that day. Such rest pauses shall be taken at times so as not to interfere with the continuity of work where continuity is necessary.

6.4.4 Where an employee is rostered to work less than a 10 hour day and there is agreement between the employer and the majority of employees concerned the rest pauses prescribed by these clause may be combined into one twenty minute rest pause.

### **6.5 Rosters**

6.5.1 A roster for all employees showing normal starting and finishing times and the surname and initials and classification of each employee shall be prepared by the employer and shall be posted in a place accessible to the employees concerned. The roster shall be alterable by mutual consent at any time or by amendment with 7 days' notice. Where practicable 2 weeks notice of rostered days off shall be given.

6.5.2 The notice periods prescribed in clause 6.5.1 shall not apply to casual employees.



6.5.3 The roster for all employees shall provide for a minimum 10 hour break between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day. Such 10 hour break shall not apply in the case of casual employees, however casual employees shall be allowed a reasonable break between shifts.

## **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; and
- (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 7.1.6) shall be paid for by the employer in advance:

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

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due, the employee's pay, calculated in accordance with clause 7.1.6, 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 shall be paid, in addition to all other amounts due, an amount equal to one-ninth 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 one-twelfth 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 7.1.6.

7.1.5 Unless the employee shall otherwise agree, the employer shall give the employee at least 14 days' notice of the date from which such employee's annual leave shall be taken.

#### *7.1.6 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 7.1.6(b), 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) *All Employees* - Subject to the provisions of clause 7.1.6(c), 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 this Award for the period of the annual leave (excluding shift premiums and weekend penalty rates);
  - (ii) Leading Hand allowance or amounts of a like nature;
  - (iii) A further amount calculated at the rate of 17½ percent of the amounts referred to in clauses 7.1.6(a).
- (c) Clause 7.1.6(b) does not apply:
  - (i) to any period or periods of annual leave exceeding:
    - 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week;
    - 4 weeks in any other case; and

- (ii) Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

## **7.2 Sick leave**

### *7.2.1 Entitlement*

- (a) Every employee, except casuals, and school based apprentices and trainees, is entitled to 60.8 hours sick leave for each completed year of employment with the 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 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 illness and the expected duration of the absence.

### *7.2.3 Evidence supporting a claim.*

An employee may be required to provide evidence of the illness to the employers' satisfaction. When the employee's absence is for more than two 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*

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 Family leave**

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

It is to be noted that:

7.3.1 part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;

7.3.2 a copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

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

- (a) Maternity leave
- (b) Parental leave
- (c) Adoption leave

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

#### **7.4 Bereavement leave**

7.4.1 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.

#### *7.4.2 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 7.5.2

#### *7.4.3 "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.

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

#### **7.5 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.

#### **7.6 Public holidays**

7.6.1 Subject to clause 7.6.10 all work done by any employee on:

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

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

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

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

7.6.4 In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the

employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

- 7.6.5 For the purposes of clause 7.6 where the rate of wages is a weekly rate, "double time and a-half" shall 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 All time worked on any of the public holidays outside the ordinary starting and ceasing times prescribed by this Award for the day of the week on which such holidays fall shall 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.
- 7.6.7 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 dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and New Year's Day.
- 7.6.8 Any employee who works in accordance with a roster as provided for in clause 6.5 shall be paid an additional 3 hours' wages at ordinary rates when rostered off duty on any half day upon which any of the public holidays prescribed in clauses 7.6.1, 7.6.2, 7.6.3 and 7.6.4 occur and an additional 8 hours' wages at ordinary rates when rostered off duty on any day upon which any of the aforementioned public holidays occur.
- 7.6.9 *Holidays in lieu* - Where an employee's day or days off coincide with any of the holidays mentioned in clauses 7.6.1, 7.6.2, 7.6.3 and 7.6.4 such employee shall receive an additional day off for each such holiday so occurring:

Provided that clause 7.6.9 shall not apply to employees who are otherwise provided for in clause 7.6.8.

Provided that clause 7.6.9 shall not apply in respect of any employee who works ordinary working hours on 5 days, Monday to Friday inclusive.

- 7.6.10 Notwithstanding the provisions of clause 7.6, by agreement in writing between the employer and the employee, ordinary hours worked by full-time and part-time employees may be paid at the rate of time and a-half for time worked on a public holiday and the employee shall receive either time off with pay equivalent to the time worked, or have an equivalent amount of time added to that employee's annual leave. Where equivalent time off with pay is taken, such time shall be taken at a mutually agreeable time within 28 days of its accrual. Outstanding accrued time shall be paid in full at the time of termination, for any reason by either party.

## **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**

### **8.1 Travelling expenses**

When an employee is engaged by or on behalf of an employer to go to work outside of the town in which the employee is engaged, such employee shall be refunded any travelling expenses incurred if the employee remains 3 months in such employment, or leaves it sooner through no default or desire of the employee.

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

### **9.1 Training**

9.1.1 Following proper consultation with employees, an employer shall as is appropriate, develop a training program consistent with:

- (a) the current and future skill needs of the enterprise;
- (b) the size, structure and nature of the operations of the enterprise;
- (c) the need to develop vocational skills relevant to the enterprise and the hotel industry and will be, where appropriate, provided through courses conducted by accredited educational institutions and providers.

9.1.2 A training program developed in accordance with 9.1.1 will have objectives consistent with:

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate training; and
- (c) meeting the needs of an enterprise and/or the hotel industry.

9.1.3 Where it is agreed between the employer and an employee that training in accordance with the program developed pursuant to clause 9.1.1 should be undertaken by an employee, that training may be undertaken either on or off the job.

If the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay.

9.1.4 Any costs associated with standard fees, including the Higher Education Contribution Scheme, for prescribed courses and prescribed textbooks incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of expenditure.

Reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress.

9.1.5 Travel costs incurred by an employee undertaking training in accordance with clause 9.1 which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.

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

### **10.1 Board and accommodation**

10.1.1 If an employee is provided with meals and accommodation, the same shall be provided at the following cost:

\$5 per week for board of 3 meals per day per week and lodging.

10.1.2 Where arrangements are made between the employer and the employee for any employee living off the premises to purchase meals from the employer, the sum of 20c may be deducted or charged as the cost of each meal.

10.1.3 Where lodging is provided, such lodging shall be of the standard required by the appropriate local government regulations.

10.1.4 The food supplied to employees shall be of sufficient quantity, of good quality, and well-cooked by a competent person.

#### *10.1.5 Use of Laundry*

Where board and residence are provided for employees, the employer shall permit any of the employees the use of the laundry to do their own washing, and shall supply each employees with necessary washing detergent and any equipment necessary for the employees to wash and iron the employees' own clothes free of cost.

In establishments where there are no facilities for them to do their own laundry work, 50c per week extra shall be paid.

### **10.2 Uniforms**

10.2.1 Where employees are required to wear a uniform, such uniform, except as provided in clause 10.2.2, shall be

supplied, maintained and laundered at the employer's expense and shall always remain the property of such employer.

10.2.2 Where an employee is required by the employer to wear, provide and launder the traditional style black and whites, they shall be paid an allowance of \$4.80 per week, or in the case of casual or part-time employees 1/5 of that allowance for each ordinary day worked.

### **10.3 First-aid**

10.3.1 In the establishments suitable first aid cabinets shall be maintained in situations easily accessible from all places where employees are required to work; convenient to running water; of dust-proof design; plainly marked "First Aid", and with the name of the person in charge of the cabinet shown on the outside of each cabinet; and shall contain not less than the supplies required by the relevant legislation, for such first aid kits.

10.3.2 An employee who has undertaken a first aid course and who is the holder of a current recognised first aid qualification such as a certificate from the St. John's Ambulance or similar body shall be paid an allowance of \$8.30 per week if such employee is appointed by the employer to perform first aid duty

### **10.4 Dressing and meal rooms**

Employers shall provide reasonable accommodation for employees for dressing and consuming meals.

### **10.5 Freezing-rooms or cool chambers**

No employee employed in any kitchen covered by this Award shall be allowed to work continuously in any freezing-room or cool chamber.

## **PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS**

### **11.1 Right of entry**

#### *11.1.1 Authorised industrial officer*

- (a) An "authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

#### *11.1.2 Entry procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
  - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
  - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

#### *11.1.3 Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
  - (i) is ineligible to become a member of the Union; or
  - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or

(iii) has made a written request to the employer that they do not want their record inspected.

(c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.

(d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

#### 11.1.4 *Discussions with employees*

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the Union:

(a) matters under the Act during working or non-working time; and

(b) any other matter with a member or employee eligible to become a member of the Union, during non-working time.

#### 11.1.5 *Conduct*

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

### **11.2 Time and wages record**

11.2.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

(a) the employee's award classification;

(b) the employer's full name;

(c) the name of the award under which the employee is working;

(d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;

(e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;

(f) the gross and net wages paid to the employee;

(g) details of any deductions made from the wages; and

(h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain

(a) the employee's full name and address;

(b) the employee's date of birth;

(c) details of sick leave credited or approved, and sick leave payments to the employee;

(d) the date when the employee became an employee of the employer;

(e) if appropriate, the date when the employee ceased employment with the employer; and

(f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

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

### **11.3 Union encouragement**

#### *11.3.1 Documentation to be provided by employer*

At the point of engagement, an employer to whom this Award applies shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the employer in a place readily accessible by each employee.

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

#### *11.3.2 Union delegates*

Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.

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

#### *11.3.3 Deduction of union fees*

Where arrangements can be entered into, employers are encouraged to provide facilities for the deduction and remittance of Union fees for employees who signify in writing to their employer, their desire to have such membership fees deducted from their wages.

### **11.4 Posting up award and hours**

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

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

11.5.1 A Unions delegate or duly elected or appointed Unions representative will, upon written application by the Unions to the employer, such application being endorsed by the Unions and given to the employer at least 2 months in advance (or such lesser period as mutually agreed between the Unions and the employer/s), be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses or seminars conducted by the relevant Unions. The scope, content and level of such courses or seminars must be such as to contribute to a better understanding of industrial relations within the employer's operations.

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

11.5.2 Any written application by a Unions seeking release of a delegate or representative to attend a course shall 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.

11.5.3 For the purposes of clause 11.5 "ordinary pay" shall mean the ordinary time earnings paid to the employee exclusive of any allowances, penalty rates or travelling time and fares.

11.5.4 The granting of such leave shall be subject to employees having at least 6 months continuous service with the employer prior to such leave being granted and be the elected Unions delegate/representative.

11.5.5 Unless otherwise agreed the maximum number of ordinary hours of TUTA leave which an employer shall be required to grant each year will be as follows:

No. of Ordinary Hours Worked By Employees Per Week	No. of Ordinary Hours TUTA Leave Per Calendar Year
380 - 1900	38
1901 - 3800	76
3801 and Over	152

11.5.6 Where an employer has more than one place of employment in Queensland the maximum number of employees entitled to attend a course at the same time shall be 2. This shall not prevent an employer from agreeing to release additional employees.

11.5.7 The granting of such leave shall be subject to the convenience of the employer so that the operations of the enterprise will not be adversely affected.



11.5.8 Where an employer approaches the Unions and demonstrates genuine difficulties with respect to the release of a particular Unions delegate or representative at a particular time (including where the employer might have previously advised of its ability to release such Unions delegate or representative) the Unions will not unreasonably press its request for the release of that delegate/representative at that time. If the matter is not amicably resolved, it shall be processed in accordance with the Dispute Settlement Procedure contained in this Award.

11.5.9 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.

11.5.10 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.

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

11.5.12 On completion of the course the employee shall, upon request, provide to the employer proof of 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 A - Casino grades and classification matrix**

GRADE STRUCTURE	CASINO OPERATIONS STREAM	CASINO GUIDANCE STREAM	SECURITY AND SURVEILLANCE STREAM
<p>Level One: An employee classified at this grade will possess a minimum of 3 months operational experience in the relevant Casino stream or in the absence of such will have successfully completed the introductory grade.</p>	<p>Work at this grade may consist of the following duties:</p> <ul style="list-style-type: none"> <li>• Receiving Keno tickets and fees from patrons in various parts of the Hotel/Casino complex and delivering them to the Keno game.</li> <li>• Responsibility for the provision of change to patrons for gaming machines and for other functions in the gaming machine areas as required</li> </ul>	<p>Work at this grade may consist of the following duties:</p> <ul style="list-style-type: none"> <li>• Carousel attendance.</li> <li>• Responsibility for hard or soft count only.</li> </ul>	<p>Work at this grade may consist of the following duties:</p> <ul style="list-style-type: none"> <li>• Entry and dress requirements for staff and patrons.</li> </ul>
<p>Level Two: An employee classified at this grade will be appropriately trained and will be required to perform a range of tasks associated with Casino operations. Casino finance and security and surveillance stream.</p>	<p>Work at this grade may consist of the following duties:</p> <ul style="list-style-type: none"> <li>• Responsibility for receiving Keno tickets and fees from patrons and Keno runners and to conduct Keno games.</li> <li>• Responsibility for explaining to patrons the playing of gaming machines and to provide change and rectify minor malfunctions.</li> <li>• Routine maintenance of gaming equipment</li> </ul>	<p>Work at this grade may consist of the following duties:</p> <ul style="list-style-type: none"> <li>• Responsibility for issuing of and counting of change.</li> <li>• Responsibility for both hard and soft count.</li> </ul>	

GRADE STRUCTURE	CASINO OPERATIONS STREAM	CASINO GUIDANCE STREAM	SECURITY AND SURVEILLANCE STREAM
Level Three: An employee classified at this grade will be appropriately trained and will be competent at performing a limited range of duties relevant to the classification under supervision and subject to ongoing training.	Work at this grade may consist of the following duties: <ul style="list-style-type: none"> <li>• Required to deal competently at 1 major game.</li> <li>• Repairs and servicing of electronic and mechanical gaming equipment.</li> </ul>	Work at this grade may consist of the following duties: <ul style="list-style-type: none"> <li>• Front window duties in cage cashiering.</li> </ul>	Work at this grade may consist of the following duties: <ul style="list-style-type: none"> <li>• Maintenance of security procedures on premises.</li> </ul>
Level Four: An Employee classified at this grade will be appropriately trained and competent at performing an increased range of duties relevant to the classification, including assisting in the supervision and training of employees at lower grades.	Work at this grade may consist of the following duties: <ul style="list-style-type: none"> <li>• Required to deal competently at 2 major games.</li> <li>• Repairs, servicing, installing and modifying of electronic and mechanical gaming equipment.</li> </ul>	Work at this grade may consist of the following: <ul style="list-style-type: none"> <li>• Two or more job functions associated with the operation of the Cage.</li> </ul>	Work at this grade may consist of the following duties: <ul style="list-style-type: none"> <li>• Supervisory and training tasks associated with maintaining security on premises.</li> <li>• Basic responsibility for Casino surveillance operations.</li> </ul>
Level Five: An employee classified at this grade will be competent at performing the full range of duties relevant to the classification and may be directly responsible for the supervision of other staff.	Work at this grade may consist of the following duties: <ul style="list-style-type: none"> <li>• Required to deal competently at 3 major games.</li> <li>• Commissioning, testing and fault finding of electrical and mechanical gaming equipment.</li> <li>• Required to supervise a minimum of 1 major game.</li> </ul>	Work at this grade may consist of the following duties: <ul style="list-style-type: none"> <li>• Performance of the full range of functions associated with the operation of the Cage.</li> </ul>	Work at this grade may consist of the following duties: <ul style="list-style-type: none"> <li>• Monitor and report upon the operations of the Casino.</li> <li>• Full responsibility for Casino surveillance monitoring and reporting.</li> </ul>
Level Six: An employee classified at this grade will be engaged at a Senior level and will exercise a high degree of technical expertise.	Work at this grade may consist of the following duties: <ul style="list-style-type: none"> <li>• Commissioning, testing and fault finding and diagnosing various forms of video and other forms of gaming equipment.</li> <li>• Required to supervise up to 3 major games of different category.</li> </ul>		Work at this grade may consist of the following duties: <ul style="list-style-type: none"> <li>• Requires the use of sophisticated electronic surveillance and recording systems in addition to supervision and training of grades below.</li> </ul>

### SCHEDULE B - Letter of Appointment

Schedule B to this Award is a suggested pro-forma letter which must be provided to all employees, upon engagement consistent with clause 4.1 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 4.1.1 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)

<b>Employee Details</b>	
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.	

<b>Employee Details</b>	
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 Hotels, Resorts and Accommodation Industry Award - South-Eastern Division 2002. Clause 11.3 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.	Shortage of Work, Redundancy, Unsatisfactory Performance/Conduct, Conversion to Permanent

Provided that nothing may prevent your employment being terminated for a reason that is not listed here. *See Note 4 below.	Employment Any other reason - List Below
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*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 C - 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 C, 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 4.3.3 of this Award, the employer and employee may agree that the employee will convert to regular part-time employment as provided for in Schedule C for a minimum of two consecutive hours on any shift. However, nothing in Schedule C 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 C 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 C 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 C 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 C must be dealt with in accordance with the provisions of clause 3.1 - Grievance and Dispute Settling Procedure.
- (l) Eligible employees who convert their employment under the provisions of Schedule C 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 C between the date of this amendment and 1 July 2005 may be referred to the Commission for resolution.

Dated 11 September 2002

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

Operative Date: 11 November 2002