

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**HOTELS, RESORTS AND CERTAIN OTHER LICENSED PREMISES AWARD - STATE
(EXCLUDING SOUTH-EAST QUEENSLAND) 2003**

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Hotels, Resorts and Certain Other Licensed Premises Award - State (Excluding South-East Queensland) 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Hotels, Resorts and Certain Other Licensed Premises Award - State (Excluding South-East Queensland) 2003 as at 1 January 2011.

Dated 1 March 2011.

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

**HOTELS, RESORTS AND CERTAIN OTHER LICENSED PREMISES AWARD - STATE
(EXCLUDING SOUTH-EAST QUEENSLAND) 2003**

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Hotels, Resorts and Certain Other Licensed Premises Award - State (Excluding South-East Queensland) 2003.

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1.3 Date of operation

This Award takes effect from 23 June 2003.

1.4 Award coverage

1.4.1 This Award applies to the industry of people employed in any capacity whether permanent or casual in or in connection with hotels, resorts, casinos, taverns, retail licensed establishments in or in connection with accommodation. These categories of establishments have been defined as Category A and B establishments.

1.4.2 The Award shall have application throughout the State of Queensland including all islands off the coast with the exception of that portion of the State within the following boundaries:

Commencing at Point Danger, and bounded thence by the southern boundary of the State westerly to 151 degrees of east longitude; thence by that meridian of longitude bearing true north to 24 degrees 30 minutes of south latitude; thence by that parallel of latitude bearing true east to the sea-coast; and thence by the sea-coast southerly to the point of commencement, and all islands situated south of 24 degrees 30 minutes of south latitude and within the State of Queensland.

1.5 Area of operation

1.5.1 Divisions

For the purposes of this Award the following Divisions shall apply:

Northern Division - That portion of the State north of a line commencing at the junction of the 21st parallel of south latitude with the sea-coast; thence by that parallel of latitude due west to the 147th degree of east longitude; thence by that degree of east longitude due south to 22 degrees 30 minutes of south latitude; thence by that parallel of latitude due west to the western border of the State, including all islands north of the 21st parallel of south latitude which are within the State of Queensland.

Mackay Division - That portion of the State within the following boundaries:

Commencing at the junction of the sea-coast with the 21st parallel of south latitude; thence by that parallel of latitude due west to 147 degrees of east longitude; thence by that meridian of longitude due south to 22 degrees of south latitude; thence by that parallel of latitude due west to 147 degrees of east longitude; thence by that meridian of longitude due south to 22 degrees of south latitude; thence by that parallel of latitude due east to the sea-coast; thence by the seacoast northerly to the point of commencement; and including all islands situated between the 21st and 22nd parallels of south latitude and within the State of Queensland.

Southern Division - That portion of the State not included in the Northern or Mackay Divisions and excluding that area within the following boundaries:

Commencing at Point Danger and bounded thence by the Southern boundary of the State westerly to 151 degrees of east longitude; thence by that meridian of longitude bearing true north to 24 degrees 30 minutes of south latitude thence by that parallel of latitude bearing true east to the sea-coast; and thence by the sea-coast southerly to the point of commencement.

1.5.2 Districts

For the purposes of this Award the following Districts shall apply:

(a) Northern Division

Eastern District - That portion of the above area along or east of 144 degrees 30 minutes of east longitude.

Western District - That portion of the above area west of 144 degrees 30 minutes of east longitude, including Thursday Island.

(b) Southern Division

Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; thence by that meridian of longitude due north to 25 degrees of south latitude; thence by that parallel of latitude due west to 147 degrees of east longitude; thence by that meridian of longitude due north to the southern boundary of the Mackay Divisions.

Western District - The remainder of the Southern Division.

1.6 Relationship with other industrial instruments

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

- (a) Hospitality Industry - Restaurant, Catering Award and Allied Establishments Award State - South-Eastern Division 2002 provided that this exemption shall not apply to Category A, B or Category C Establishments as defined by this Award;
- (b) Club Employees' Award - State (Excluding South-East Queensland);
- (c) Motels and Accommodation Industry - Industrial Agreement;
- (d) Off-Shore Island Resorts - Industrial Agreement.

1.7 Parties bound

This award is legally binding upon the employers and employees as prescribed by clause 1.4, and The Australian Workers' Union of Employees, Queensland, the Australian Municipal, Administrative Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees and the Federated Clerks Union of Australia, North Queensland Branch, Union of Employees.

1.8 Partial exemption

Where the employer and an employee agree in writing, the following clauses shall not apply where an employee is paid at least wage level 6 plus 25%:

Clause 4.2 (Part-time employment), 5.5.2 (Late work allowances), Clause 6.1 (Hours of work), clause 6.9 (Overtime), clause 6.11 (Weekend penalty rates), and clause 7.6 (Public holidays).

1.9 Definitions

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

1.9.2 "Appropriate Level of Training" means:

- (a) The completion of a training course accredited by the Australian National Training Authority and deemed suitable according to guidelines in the National Training Package for that particular classification.
- (b) The employees skills and knowledge have been assessed via the ACCESS system to be at least the equivalent of those attained through the suitable course described in clause 1.9.2(a) with the assessment to be undertaken by a qualified skills assessor.

1.9.3 "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.

1.9.4 "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) contains not less than 50 units of guests accommodation; and
 - (ii) may contain retail shops and other similar outlets not directly associated with (c) above either conducted by or on behalf of the employer or by a lessee or a sublessee of the owners of the premises; and
 - (iii) may contain a Casino within the meaning of the *Casino Control Act 1982*.

1.9.5 "Commission" means the Queensland Industrial Relations Commission.

1.9.6 "Licensed Premises" means all premises licensed under the *Liquor Act 1992 (Qld)*.

1.9.7 "Rostered Day Off" or "Full Day Off" means any continuous 24 hour period between the completion of the last ordinary shift and the commencement of the next ordinary shift on which an employee is rostered on for duty.

1.9.8 "Spread of Hours" means the period of time elapsing from the time an employee commences duty to the time the employee ceases duty within any period of 12 consecutive hours.

1.9.9 "Union" means The Australian Workers' Union of Employees, Queensland; the Australian Municipal, Administrative Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees or the Federated Clerks Union of Australia, North Queensland Branch, Union of Employees.

1.9.10 "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.

1.10 Objectives

The objectives of this Award are to:

- (a) provide minimum terms and conditions of employment for employers and employees covered by this Award;
- (b) provide a safety net for the development of enterprise agreements within specific enterprises in the Industry covered by this Award;
- (c) provide career paths for employees at the industry and enterprise levels which provide for enhanced skills, access to higher levels of remuneration, and opportunities for permanent employment;
- (d) provide flexibility in staffing arrangements which meet the operational needs of the enterprise and enhance the competitive nature of the industry and individual enterprises.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.

2.1.2 The consultative processes established in an enterprise in terms of clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.

- 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Consultative mechanisms and procedures in the workplace

- 3.1.1 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industry covered by this Award and to enhance the career opportunities and job security of employees in the industry.
- 3.1.2 At each property or enterprise, an employer, the employees and the relevant Union or Unions commit themselves to establishing a consultative mechanism and procedures appropriate to the size, structure and needs of that property or enterprise. Measures raised by the employer, employees or Union or Unions for consideration consistent with the objectives of clause 3.1.1 will be processed through that consultative mechanism and procedures.

3.2 Grievance and dispute settling procedure

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

- 3.2.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.2.2 If the grievance or dispute is not resolved under clause 3.2.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.2.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.2.5.
- 3.2.4 If the grievance or dispute is still unresolved after discussions listed 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 a Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.2.2 will not result in resolution of the dispute.
- 3.2.5 If, after discussion between the parties, or their nominees mentioned in clause 3.2.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.2.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.2.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.2.8 All parties shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.2.9 Any Order of the Commission (subject to the parties right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.2.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the Act.

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

ARRANGEMENTS

4.1 Contract of employment

4.1.1 Employees may be engaged on a full-time, part-time, or casual basis.

4.1.2 Every employee shall be advised in writing at the time of engagement whether employment is to be on a full-time, part-time, or casual basis, the expected hours of work, classification under this Award and rate of pay.

4.2 Part-time employment

4.2.1 An employer may employ part-time employees in any classification in this Award.

4.2.2 A part-time employee is a permanent employee who:

- (a) Is employed for not less than 3 hours per working day, and not less than 12 hours each week, nor in excess of 38 ordinary hours per week.
- (b) Shall be paid per hour at the rate of 1/38th of the weekly rate prescribed for the class of work performed.
- (c) For all ordinary time before 6.00 a.m. and after 8.00 p.m. on Monday to Friday inclusive \$1.6285 per hour or any quarter part of an hour shall be paid.
- (d) Overtime shall be paid for at the rates prescribed for full-time employees in clause 6.9 (Overtime) for:
 - (i) all time worked in excess of 10 ordinary hours per day, unless the employer and employee mutually agree, where up to 12 ordinary hours may be worked;
 - (ii) time worked in excess of 38 hours per week.

4.2.3 By agreement between the employer and the employee the arrangement of hours of work can be implemented as follows:

- (a) The specific number of hours shall be not less than 40 and not more than 152 per each 4 week period subject to the following conditions:
 - (i) Not less than 3 hours each working day and not more than 19 days in each 4 week period.
 - (ii) Employees shall be entitled to a minimum of 9 full days off per each 4 week period.
 - (iii) No employee shall work more than 10 days in succession without a Rostered Day Off.
 - (iv) All time worked in excess of the rostered hours each day and the specific number of hours each 4 week period shall be overtime and paid for at the rates prescribed for full-time employees in clause 6.9 of this Award.

4.2.4 The following provisions apply equally to part-time employees engaged pursuant to clause 4.2:

- (a) The provisions of this Award in respect of annual leave, sick leave, long service leave and holidays shall apply on a *pro rata* basis to part-time employees.
- (b) Where an employee is required to work longer than 5 hours, the employee shall be granted a meal break of not less and not more than 30 minutes. The meal break shall not be counted as time worked. Where such meal is not granted in a period of not longer than 6 hours of duty the penalty prescribed in clause 6.7 (Meal breaks) of this Award shall be paid.
- (c) The provisions of clauses 5.7 (Superannuation), 6.9 (Overtime), and 6.10 (Rosters) of this Award shall apply equally to part-time employees.

4.3 Casual employment

4.3.1 A casual employee shall mean an employee who is engaged as such and who is employed by the hour.

4.3.2 Casual employees shall be paid per hour at the rate of 1/38th of the full-time rate prescribed for the class of work performed, plus the appropriate loading detailed in addition to that rate:

- (i) 25 percent for work on Monday to Friday inclusive.

(ii) 50 percent for work on Saturday and Sunday inclusive.

(iii) 150 percent for work performed on public holidays.

4.3.3 A casual employee shall be paid a minimum of 2 hours for each engagement.

4.3.4 Casual employees who work more than 10 hours on any one day or 38 hours in any one week shall be paid a loading of 50% for those additional hours.

4.4 Multi hire

4.4.1 Full-time employees may also be engaged on a casual basis for duties in a separate engagement in a separate section of the establishment. Such engagements shall be subject to the following conditions:

(a) the work required to be performed in the separate engagement is not within the usual job description of the employee concerned;

(b) the separate engagement is to meet a specific purpose;

(c) the separate engagement enables the employee to attain additional remuneration and/or skills and, to this end, where the employee does not possess the necessary skills, training must be provided;

(d) the separate engagement must be at the instigation of the employee and be subject to mutual agreement between the employer and the employee concerned;

(e) the separate engagement is not designed to avoid overtime obligations but genuinely meets the tests set out in clause 4.4.1(a) to (d).

4.5 Incidental and peripheral tasks

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

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

4.5.3 Any tasks and duties performed which are incidental or peripheral will be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.6 Working across different streams

Notwithstanding the recognition of 8 career path streams, such streams do not prevent employees undertaking duties across different streams provided that where work is undertaken at a higher grade and/or at a higher rate than the appropriate rate for that class of work applies.

Provided that for employees engaged as a Food and Beverage Attendant Grade 2, if that employee works up to 3 hours attending a PubTAB terminal they shall be paid the actual amount of time worked at the Grade 3 rate of pay in accordance with clause 5.2. If that employee works more than 3 hours attending a PubTAB terminal that employee shall be paid a Grade 3 rate of pay for that shift.

4.7 Traineeships

Trainees are engaged under this Award, except as amended from time to time by the Order for *Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities)*.

4.8 Anti-discrimination

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

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

(b) sexual harassment; and

(c) racial and religious vilification.

- 4.8.2 Accordingly in fulfilling their obligations under the grievance and disputes settling procedure in clause 3.2 , the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 4.8.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 4.8.4 Nothing in clause 4.8 is to be taken to affect:

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*; 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.

4.9 Termination of employment

4.9.1 Statement of employment

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

4.9.2 Termination by employer

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

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

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

4.9.3 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 4.9.2(d).

Where the employer and employee mutually agree a lesser period of notice as agreed may apply than that detailed in clause 4.9.3.

4.9.4 Time off during notice period

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

4.10 Introduction of changes

4.10.1 Employer's duty to notify

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

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

4.10.2 Employer's duty to consult over change

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.10.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.11 Redundancy

4.11.1 Consultation before terminations

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.11.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.11.2 Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.11.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.9.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.

(c) The amounts must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
- (iii) any other amounts payable under the employee's employment contract.

4.11.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmitter) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmitter 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 transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.11.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

4.11.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.11.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.11.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.11.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.11.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.9.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.11.1(a), shall be entitled to the following amounts of severance pay:

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

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

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

4.11.7 *Superannuation benefits*

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

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

4.11.8 *Employee leaving during notice*

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

4.11.9 *Alternative employment*

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

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

Clause 4.11 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.11.11 *Employees exempted*

Clause 4.11 shall not apply:

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

4.11.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.11 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
 - (i) a company and the entities it controls; or
 - (ii) a company and its related company or related companies; or
 - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

4.11.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.11.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmitter) 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 transmitter, and any prior transmitter, 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 transmitter; and
 - (B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.11.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.11.14 *Incapacity to pay*

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

4.12 Continuity of service - transfer of calling

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Definition of classifications

5.1.1 *Skills Streams:*

- (a) Food and Beverage employee is deemed to include any person engaged in a range of duties associated with an incidental to the provision of Food and Beverage to patrons and guests.
- (b) Kitchen employee is deemed to include any person engaged in duties associated with the proper maintenance of cleanliness and hygiene in the kitchen and auxiliary areas.
- (c) Guest service employee is deemed to include any person engaged in a range or duties associated with the provisions of accommodation, front office and general guests services not exclusively associated with the provision of food and beverage. This class of employee may also provide specialist tourism services to guests and visitors.
- (d) Clerical and General employees are persons engaged in the provisions of support services including but not limited to the clerical functions and maintenance and security of equipment and property.
- (e) Leisure Activities employees are persons engaged to provide recreational, tourist, tour or adventure activities or to maintain gardens and sporting areas.
- (f) Casino gaming employees solely employed in a casino as defined under the *Casino Control Act 1982*.

5.1.2 *Introductory Level:*

Introductory level shall mean the level of an employee who enters the industry and who has not demonstrated the competency requirements of level one. Such an employee will remain at this level for up to 3 months while the appropriate training for level one is undertaken and assessment made to move from the introductory level to level one. At the end of 3 months from entry, an employee shall move to level 1 other than where agreement has been reached and recorded between the employee and the employer that further training of up to 3 months is required for the employee to achieve competence for movement to level one.

5.1.3 *Food and Beverage:*

- (a) Food and Beverage Attendant Grade 1 (Wage Level 1) means an employee who is engaged in any of the following:
 - (i) picking up glasses;
 - (ii) emptying ashtrays;

- (iii) general assistance to food and beverage attendants of a higher grade not including service to customers;
 - (iv) removing food plates;
 - (v) setting and/or wiping down tables;
 - (vi) cleaning and tidying of associated areas.
- (b) Food and Beverage Attendant Grade 2 (Wage Level 2) means an employee who has not achieved the Appropriate Level of Training and who is engaged in any of the following:
- (i) supplying, dispensing or mixing of liquor including the sale of liquor from the bottle department;
 - (ii) assisting in the cellar or bottle department;
 - (iii) undertaking general waiting duties of both food and/or beverage including cleaning of tables;
 - (iv) receipt and dispensing of monies;
 - (v) attending a snack bar;
 - (vi) engaged on delivery duties;
 - (vii) attending a Keno machine;
 - (viii) conduct of money clearances under the supervision of a duly authorised person;
 - (ix) preliminary entry of accounting records whilst under the supervision of a duly authorised person;
 - (x) employees required to temporarily replace employees engaged in the monitoring of a PubTAB terminal in accordance with clause 5.1.3(c).
- (c) Food and Beverage Attendant Grade 3 (Wage Level 3) means an employee who in addition to the tasks performed by a food and beverage attendant Grade 2 is also involved in:
- (i) the operation of a mechanical lifting device; or
 - (ii) responsibility for conduct of gaming;
 - (iii) responsibility for the access to the internal parts of gaming machines;
 - (iv) the holding of keys for the security of gaming machines;
 - (v) the supervision of entries in accounting records required to be kept and maintained under the Act;
 - (vi) the arranging of remedial repairs to gaming equipment;
 - (vii) employees attending a PubTAB terminal;
 - (viii) full control of a cellar or liquor store (including the receipt, delivery and recording of goods within such an area);
 - (ix) mixing a range of sophisticated drinks;
 - (x) supervising food and beverage attendants of a lower grade;
 - (xi) taking reservations, greeting and seating guests;
 - (xii) training food and beverage attendants of a lower grade; and/or
 - (xiii) supplying, dispensing or mixing of liquor including the sale of liquor from the bottle department;
 - (xiv) assisting in the cellar or bottle department, where duties could include working up to 4 hours per day (averaged over the relevant work cycle) in the cellar without supervision;
 - (xv) undertaking general waiting duties of both food and liquor including cleaning of tables;
 - (xvi) receipt and dispensing of monies;

(xvii) engaged on delivery duties.

- (d) Food and Beverage Attendant (tradesperson) Grade 4 (Wage Level 4) means an employee who has completed an apprenticeship in waiting or who has passed the appropriate trade test and as such carries out specialised skilled duties in a fine dining room or restaurant.
- (e) Food and Beverage Supervisor (Wage Level 5) means an employee who has the Appropriate Level of Training including a supervisory course and who has the responsibility for supervision, training and co-ordination of food and beverage staff, or stock control for a bar or series of bars.

5.1.4 Kitchen

- (a) Kitchen Attendant Grade 1 (Wage Level 1) means an employee engaged in any of the following:
 - (i) general cleaning duties within a kitchen or food preparation area and scullery, including the cleaning of cooking and general utensils used in a kitchen and restaurant;
 - (ii) assisting employees who are cooking
 - (iii) assembly and preparation of ingredients for cooking; or
 - (iv) general pantry duties.
- (b) Kitchen Attendant Grade 2 (Wage Level 2) means an employee who has the Appropriate Level of Training, and who is engaged in specialised non-cooking duties in a kitchen or food preparation area, or supervision of kitchen attendants.
- (c) Kitchen Attendant Grade 3 (Wage Level 3) means an employee who has the Appropriate Level of Training including a supervisory course, and has the responsibility for the supervision, training and co-ordination of kitchen attendants of a lower grade.
- (d) Cook Grade 1 (Wage Level 2) means an employee who carries out cooking of breakfasts and snacks, baking, pastry cooking or butchering.
- (e) Cook Grade 2 (Wage Level 3) means an employee who has the Appropriate Level of Training and who performs cooking duties including baking, pastry cooking or butchering.
- (f) Cook (tradesperson) Grade 3 (Wage Level 4) means a 'commis chef' or equivalent who has completed an apprenticeship or who has passed the appropriate trade test, and who is engaged in cooking, baking, pastry cooking or butchering duties.
- (g) Cook (tradesperson) Grade 4 (Wage Level 5) means a 'demi chef' or equivalent who has completed an apprenticeship or has passed the appropriate trade test and who is engaged to perform general or specialised cooking, butchering, baking or pastry cooking duties and/or supervises and trains other cooks and kitchen employees.
- (h) Cook (tradesperson) Grade 5 (Wage Level 6) means a 'chef de partie' or equivalent who has completed an apprenticeship or has passed the appropriate trade test in cooking, butchering, baking or pastry cooking and has completed additional appropriate training who performs any of the following:
 - (i) general and specialised duties including supervision or training of other kitchen staff;
 - (ii) ordering and stock control; or
 - (iii) sole responsibility for other cooks and other kitchen employees in a single kitchen establishment.

5.1.5 Guest Service

- (a) Guest Service Grade 1 (Wage Level 1) means an employee who performs any of the following:
 - (i) laundry and/or linen duties which may include minor repairs to linen or clothing such as buttons, zips, seams, and working with flat materials;
 - (ii) the collection and delivery of guests personal dry cleaning and laundry, linen and associated materials to and from accommodation areas;
 - (iii) performs general cleaning duties; or

- (iv) parking guests' cars.
- (b) Guest Service Grade 2 (Wage Level 2) means an employee who has not achieved the Appropriate Level of Training and who is engaged in any of the following:
 - (i) servicing accommodation areas and cleaning thereof;
 - (ii) receiving and assisting guests at the entrance to the establishment;
 - (iii) driving a passenger vehicle or courtesy bus;
 - (iv) transferring guests' baggage to and from rooms;
 - (v) assisting in the dry cleaning process;
 - (vi) cleaning duties using specialised equipment and chemicals; or
 - (vii) providing butler services such as food, beverage and personalised guest service.
- (c) Guest Service Grade 3 (Wage Level 3) means an employee who has the Appropriate Level of Training and who is engaged in any of the following:
 - (i) supervising guest service employees of a lower grade;
 - (ii) providing butler services such as food, beverage and personalised guest service;
 - (iii) major repair of linen and/or clothing including basic tailoring and major alterations and refitting; or
 - (iv) dry cleaning.
- (d) Guest Service Grade 4 (Wage Level 4) means an employee who has completed an apprenticeship or who has passed the appropriate trade test or otherwise has the Appropriate Level of Training to perform the work of a tradesperson in dry cleaning, tailoring or as a butler.
- (e) Guest Service Supervisor (Wage Level 5) means an employee with the Appropriate Level of Training including a supervisory course, who supervises, trains and co-ordinates the work of employees engaged in a housekeeping department.
- (f) Front Office Grade 1 (Wage Level 2) means an employee who has not achieved the Appropriate Level of Training and who is engaged in any of the following:
 - (i) dealing with incoming, outgoing and transferring of telephone calls to the hotel;
 - (ii) taking, recording and booking room reservations;
 - (iii) check-in of guests, the allocation of rooms and the control of guests keys;
 - (iv) preparation of guest accounts and receiving payment for these accounts;
 - (v) control, checking and summary of bills and dockets relating to guest stays;
 - (vi) night auditing functions under direct supervision;
 - (vii) providing information to and assisting guests with hotel services.
- (g) Front Office Grade 2 (Wage Level 3) means an employee who has the Appropriate Level of Training and who is engaged in front office duties including night auditing, telephonist, receptionist, information services, cashier or reservations.
- (h) Front Office Grade 3 (Wage Level 4) means an employee who has the Appropriate Level of Training and experience to enable them to carry out the employee's assigned duties under limited supervision and who is engaged in the front office on duties at a higher level than Grade 2.
- (i) Front Office Grade 4 (Wage Level 5) means an employee who has the Appropriate Level of Training and is engaged in the front office in duties including assisting in the training and supervision of front office employees of a lower grade.

- (j) Front Office Supervisor (Wage Level 6) means an employee who has the Appropriate Level of Training including a supervisory course and who supervises, trains and co-ordinates the work of front office employees.

5.1.6 Clerical and General

- (a) Clerical Grade 1 (Wage Level 2) means an employee who is required to perform basic clerical and office duties of a routine nature such as collating, filing, basic typing, photocopying and delivering messages.
- (b) Clerical Grade 2 (Wage Level 3) means an employee who is engaged in general clerical or office duties such as the operation of telephone or switchboard facilities, typing, basic data entry.
- (c) Clerical Grade 3 (Wage Level 4) means an employee who has the Appropriate Level of Training and who carries out general secretarial, stenographic or clerical duties including word processing, data entry or clerical duties (including assisting in payroll preparation).
- (d) Clerical Grade 4 (Wage Level 5) means an employee who has the Appropriate Level of Training and who carries out general secretarial, stenographic or clerical duties including word processing, data entry or clerical duties (including assisting in payroll preparation) requiring experience of an advanced nature, and may be responsible for guidance of other office personnel including junior employees and may check and allocate their work.
- (e) Clerical Grade 5 (Wage Level 6) means an employee who has the Appropriate Level of Training who prepares cash payments summaries, banking report and bank statements, calculates and maintains wage and salary records, follows credit referral procedures, applies purchasing and inventory control requirements, posts journals to ledger etc at a higher level than Grade 4.

Provides detailed advice and information on the establishment's products and services, responds to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills, provides guidance to other employees, may check and allocate work and may supervise staff.

Secretarial - performing a broad range of clerical functions at a higher level than Grade 4.

Apply computer software packages utilising clerical skills at a higher level than Grade 4.

- (f) Clerical Supervisor (Wage Level 7) means an employee who has the Appropriate Level of Training including a supervisory course and who is responsible for the supervision, training and co-ordination of clerical staff.
- (g) Storeworker Grade 1 (Wage Level 1) means an employee who receives and stores general and perishable goods and cleans the store area.
- (h) Storeworker Grade 2 (Wage Level 2) means an employee who, in addition to the duties for a Storeworker Grade 1, may also operate mechanical lifting equipment such as a forklift and/or who may perform duties of a more complex nature.
- (i) Storeworker Grade 3 (Wage Level 3) means an employee who has the Appropriate Level of Training and who supervises the receipt and delivery of goods, and records outgoing goods, and is responsible for the contents of a store.

This Grade also includes an employee who has a recognised forklift licence and who is engaged solely on the basis of driving a forklift vehicle. For those employees who operate a forklift as only part of the employee's duties, either Food and Beverage Grade 3 or Storeworker Grade 2 are applicable.

- (j) Doorperson/Security Officer Grade 1 (Wage Level 2) means a person who assists in maintenance of dress standards and good order at an establishment.
- (k) Timekeeper/Security Officer Grade 2 (Wage Level 3) means a person who is responsible for time-keeping of staff, for the security of keys, for the checking in and out of delivery vehicles and/or for the supervision of Doorperson/Security Officer Grade 1 personnel.
- (l) Handyperson (Wage Level 3) means a person who is not a tradesperson and whose duties include the performance of routine repair work and maintenance in and about the employer's premises.
- (m) Persons not otherwise provided for (Wage level 1) means an employee for which no specific classification exists in this Award.

5.1.7 Leisure Activities

- (a) Greenkeepers Grade 1 (Wage Level 3) means a person who:
 - (i) attends and maintains a garden;
 - (ii) cares for the alignment, maintenance and satisfactory condition of all sporting and playing areas and may be required to operate machinery or equipment and carry out minor repairs and maintenance thereto.
- (b) Greenkeeper (Tradesperson) Grade 2 (Wage Level 4) means an employee or greenkeeper who performs duties and who is a qualified tradesperson or has passed an appropriate trade test.
- (c) Head Greenkeeper (Tradesperson) (Wage Level 5) means a tradesperson who is responsible for the operation of an area and in charge of the greenkeeping or gardening area where more than one tradesperson is employed. An advanced skill and/or supervisory course will have been completed.
- (d) Leisure Attendant Grade 1 (Wage Level 2) means a person who acts as an assistant instructor, pool attendant and/or can be responsible for the setting up, distribution and care of equipment and the taking of bookings.
- (e) Leisure Attendant Grade 2 (Wage Level 3) means a person who has the Appropriate Level of Training and takes classes and/or directs leisure activities such as in sporting areas, health clubs and swimming pools.
- (f) Leisure Attendant Grade 3 (Wage Level 4) means a person who has the Appropriate Level of Training, who plans and co-ordinates leisure activities for guests and paying visitors and may supervise other leisure attendants.

5.1.8 *Gaming and Casino*

- (a) Casino employee means Dealers, Floor Managers, Keno Runners, Keno Writers, Video Attendants, Change persons, Gaming Equipment Technicians, Surveillance Operators and Casino Finance Staff.
- (b) Surveillance Operator means an employee in a casino required to monitor, observe and report upon the operations of the casino by means of visual or remote observation, including the use of electronic surveillance and recording systems.
- (c) Bank Cashier means an employee in a casino responsible for receiving, disbursing, reconciling and controlling receipt and issue of gaming chips to gaming tables from the cage and/or receiving, disbursing, reconciling and control of monies in or in connection with gaming.
- (d) Cage Cashier means an employee responsible for exchanging chips for currency, controlling own float and recording all transactions, reconciliation duties and other general duties within the cage area.
- (e) Revenue Audit Clerk means an employee responsible for the conduct of a full check of gaming revenue on each shift and reporting to management as required.
- (f) Redemption/Change Booth Cashier means an employee responsible for the issuing of and accounting for change and/or being responsible for machine payouts.
- (g) Count Teams means an employee in a casino responsible for the conduct of a count of monies received from gaming and other sources and the recording of these monies under secure conditions.
- (h) Dealer means an employee required to deal a particular game within a casino to a required standard.
- (i) Gaming Equipment Technician means an employee engaged to apply technical knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing various forms of video and other electronically controlled gaming equipment.
- (j) Floor Manager/Box Person means an employee who is responsible for supervising a particular game or number of games so as to ensure correct procedure and standards are observed by the dealers:

The number of games supervised shall be at the absolute discretion of the employer having full regard to the requirements of any applicable legislation.

Floor managers shall attempt to settle minor disputes, direct, guide or liaise with dealers in the performance of their duties.

- (k) Keno Games Attendant means an employee responsible for receiving keno tickets and fees from patrons and keno runners, and to conduct keno games.
- (l) Keno Runner means an employee responsible for collecting keno tickets and fees from patrons in various parts of the hotel/casino and delivering them to the keno game.

- (m) Video Attendant means an employee responsible for the provision of change to patrons for video machines and to provide change for patrons at machines and rectify minor machine malfunctions.
- (n) Change Person means an employee responsible for the provision of change to patrons for the playing of video machines and for other functions in the video games area as required.
- (o) Security Officer means an employee engaged in a casino to enforce dress, behaviour and entry requirements at the complex and to carry out routine security functions throughout the complex.

5.2 Wage rates

The minimum rates of wages payable to the following level of work as defined shall be:

Wage Level	Relativity %	Wage Rates 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
Gaming and Casino		Per Week \$
Surveillance Operator		733.70
Bank Cashier		762.50
Cage Cashier		704.30
Revenue Audit Clerk		704.30
Redemption/Change Booth Cashier		653.20
Dealer		713.90
Gaming Equipment Technician		741.30
Floor Manager/Box Person		733.70
Keno Games Attendant		653.20
Keno Runner		653.20
Video Attendant		653.20
Change Person		653.20
Security Officer		679.90

The minimum rates of wages payable for Front Office/Clerical and Administration employees as defined in the following levels:

Wage Level	Relativity %	Total Rate Per Week \$
1	78	588.20
2	82	604.80
3	87.4	627.40
4	92.4	648.30
5	100	682.00
6	105	702.90
7	110	723.70

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

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

Provided that such payment shall exclude overtime shift allowances, penalty rates, allowances, fares and travelling time allowances and any other ancillary payment of a nature prescribed by this Award.

5.3 Trainees

Any adult employee carrying out a period of training to obtain proficiency in any work category provided for in levels 1 and 2 of clause 4.2 shall be paid at the following rates:

	First 76 Hours	Second 76 Hours
Grade 1 Trainee	85% of the Level 1 Rate	
Grade 2 Trainee	85% of the Level 2 Rate	90% of the Level 2 Rate

Thereafter the appropriate rate shall apply:

Provided that this clause shall only apply in circumstances when the employee has had insufficient relevant hospitality industry experience.

5.4 Juniors

5.4.1 The minimum rate of wages for junior employees shall be the undermentioned percentages of the rates prescribed for the appropriate adult classification for the work performed for the area in which such junior is working.

Age	Percent
	%
17 years of age and under	70
18 years of age	80
19 years of age	90
20 years of age	Full Adult Rate

5.4.2 The percentage prescribed in clause 5.4.1 herein shall be calculated to the nearest 10 cents. Any broken part of 10 cents in the result being less than 5 cents shall be disregarded. Five cents and over shall go to the higher 10 cents.

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

5.4.4 Where a junior employee who is less than 18 years of age is engaged in the service of liquor, they shall be paid the 18 year rate of pay.

5.5 Allowances

5.5.1 *Divisional and District allowance:* In addition to the rates of wages set out in this Award for the Southern Division, Eastern District, the following amounts shall be paid to employees to whom this Award applies employed in the Divisions and Districts referred to hereunder:

	Per Week
	\$
Southern Division, Western District	1.05
Mackay Division	0.90
Northern Division, Eastern District	1.05
Northern Division, Western District	3.25

The Divisional and District allowances for junior employees shall be half those prescribed for adult employees.

5.5.2 Late work allowance

(a) All ordinary time worked by weekly and part-time employees between 8.00 p.m. and 6.00 a.m. Monday to Friday shall attract an additional late work allowance of \$1.6285 per hour or part of an hour payable to the nearest quarter of an hour.

(b) In addition to all other amounts payable to casual employees, casuals shall be paid a late work allowance of \$1.6285 per hour or part of an hour payable to the nearest quarter of an hour for ordinary work performed between 11.00 p.m. and 5.00 a.m. Monday to Friday inclusive.

(c) The allowances contained in clauses 5.5.2(a) and (b) do not apply to overtime, weekend work or work on public holidays where special rates apply.

5.5.3 Tools

When a Cook is required to use their own tools, an allowance of \$1.54 per day or part thereof up to a maximum of \$7.59 per week shall be paid.

5.5.4 First aid

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 the employee is appointed by the employer to perform first aid duty.

5.6 Payment of wages

5.6.1 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 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 the facility and without cost to the employee.

5.6.2 The employer shall be prepared to make some mutually acceptable alternative arrangement for any employee normally paid by EFT if that employee suffers any hardship through that method of payment as a result of changed circumstances, such as a transfer to a new location.

5.6.3 Where EFT is used, an employee's wage must be available to the employee prior to the normal ceasing time on the recognised pay day.

5.7 Superannuation

5.7.1 *Application* - In addition to the rates of pay prescribed by this Award, eligible employees, as defined in clause 5.7.3(b), shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.7.

5.7.2 Contributions

- (a) Amount - Notwithstanding an employer's liability under awards which previously applied, every employer shall contribute on behalf of each eligible employee as from 1 July, 2002 an amount calculated at 9% of the employee's ordinary time earnings, into an Approved Fund, as defined in clause 5.7.3(a). The percentage of increase shall increase in accordance with the paragraphs of the Superannuation Guarantee Act.

Each such payment of contributions shall be rounded off to the nearest 10 cents.

- (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.

5.7.3 Definitions

- (a) "Approved Fund" means a fund approved (as prescribed in clause 5.7.3(c)) for the purposes of this Award by the Commission as one to which Occupational Superannuation contributions may be made by an employer on behalf of an employee, as required by clause 5.7. Such approved Fund may be individually named or may be identified by naming a particular class or category.
- (b) "Eligible employee" means any employee who has been employed by the employer during 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 then be made in accordance with clause 5.7.2 effective from the commencement of that qualifying period.
- (c) "Fund" means a superannuation satisfying the Commonwealth legislation for occupational superannuation funds and satisfying the superannuation fund conditions in relation to a year of income, as specified in the relevant Act and complying with the operating standards as prescribed by Regulations made under the relevant Act. In the case of a newly established fund, the term shall include a superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.

- (d) "Ordinary time earnings" for the purpose of clause 5.7, means 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 over-award 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.

5.7.4 *Approved Funds*

For the purposes of this Award an Approved Fund shall be any one of the following:

- (a) Host Super
- (b) CARE
- (c) Club Plus
- (d) Sunsuper
- (e) Any named Fund as is agreed to between the relevant employer/Union/s parties to this Award and as recorded in a approved Industrial Agreement.
- (f) In the case of a minority group of employees of a particular employer, any Industry, Multi-Industry or other Fund which has been approved in an Award of, or an Agreement approved by, an Industrial Tribunal, whether State or Federal jurisdiction, and already has practical application to the majority of Award employees of that employer.
- (g) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to 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.
- (h) Any Fund Agreed between an employer and an employee who holds a Certificate issued pursuant to the *Act* where membership of a Fund cited in an Award would be in conflict with the conscientious beliefs of that employee in terms of the provisions of the Act.
- (i) 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 5.7.2 on behalf of at least a significant number of that employer's employees covered by this Award prior to the making of this Award and continues to make such contributions:

The making of a deposit, an initial or other contributions subsequent to the making of this Award, but on a retrospective basis, in respect of any period up to and including the making of this Award, shall not under any circumstances bring a fund within the meaning of this provision. The mere signing and submission of any nomination for membership documents to Trustees of fund prior to the making of this Award does not bring a fund within the meaning of this provision.

- (j) 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 settling procedure as contained in this award.

5.7.5 *Challenge of a fund*

- (a) An eligible employee being a member or a potential member of a fund, as well as the Union, may by notification of a dispute to the Commission challenge a fund on the grounds that it does not meet the requirements of clause 5.7.

- (b) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 5.7, 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 5.7.2 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.

5.7.6 *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 clause 5.5.4(c), (d), (e) and (f) shall be determined by a majority decision of employees.
- (b) Employees to whom these provisions who as at the date of this amendment are members of an established fund covered by clause 5.5.4(f) 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 5.7.4 in lieu of the established fund to which clause 5.7.4(f) has application.
- (c) The initial selection of a fund recognised in clause 5.7.4 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.

5.7.7 *Enrolment*

- (a) Each employer to whom clause 5.7 applies shall as soon as practicable as to both current and future eligible employees:
 - (i) Notify each employee of the employee's 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 5.7.4 .
 - (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 form/s provided by the employer, to enable that employee to become a member of the Fund; and
 - (iv) Submit all completed application form/s 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 5.7 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 5.7.2.
- (c) Where an employer has complied with the requirements of clause 5.7.7(a) and an eligible employee fails to complete, sign and return the application form within 28 days of the receipt by the employee of that form, then that employer shall:
 - (i) Advise the 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 5.7.
 - (ii) In the event that the eligible employee fails to complete, sign and return such application form within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which completed and signed application form is received by the employer.
 - (iii) In the event that the 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 5.7.7(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the Union a copy of each letter forwarded by the employer to the eligible employee pursuant to clauses 5.7.7(c)(i) and 5.7.7(c)(iii).
- (d) Where an employer fails to provide an eligible employee with an application form in accordance with clause 5.7.7(a)(iii) the employer shall be obliged to make contributions as from the date of operation of this clause or from the date the employee became the "eligible employee" if that occurs thereafter provided that the 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 the eligible employee fails to complete, sign and return an application form within such period of 28 days the provisions of clause 5.7.7(c) shall apply.

5.7.8 Unpaid contributions

Subject to Chapter 11, Part 2, Division 5 of the Act and to clause 5.7.5, 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 5.7.2 of this clause 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 5.7.4, had they been paid on the due dates.

The making of such contributions satisfies the requirements of this clause excepting that resort to this provision 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.

5.7.9 Exemptions

- (a) An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.7 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, SHIFT WORK, WEEKEND WORK

6.1 Hours of work

6.1.1 The ordinary hours of work for all full-time employees shall be an average of 38 hours per week to be determined within the following work cycles:

- (a) 38 hours within a work cycle not exceeding 7 consecutive days; or
- (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
- (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (d) 152 hours within a work cycle not exceeding 28 consecutive days.

6.1.2 Where the employer and the employees in a work section or sections agree, 152 hours may be worked within a work cycle not exceeding 28 consecutive days with provision for one Rostered Day Off per cycle up to a maximum of 5.

6.2 Arrangement of ordinary hours

6.2.1 The ordinary hours of work may be worked in any of the following combinations:

- (a) 4 days of 8 hours and one of 6 hours;
- (b) 19 days of 8 hours each day in a work cycle of 28 consecutive days;
- (c) The banking of a day each month up to a maximum of 5 days, to be taken at times mutually acceptable to the employer and the employee, but not later than 12 calendar months of the date on which the first Rostered Day Off was accrued;
- (d) 4 days of 9 and a-half hours per day;

- (e) 5 days to be worked at a total of 7 hours and 36 minutes per day;
- (f) 4 or 5 days to be worked with no less than 4 hours nor more than 10 hours on any day;
- (g) Any combination of the above arrangements over a normal roster period is permissible.

6.2.2 The ordinary hours of work arrangement agreed upon in clause 6.1.1 shall be subject to the following conditions:

- (a) The hours of work may be worked within a minimum of 6 hours and a maximum span of 12 hours per day exclusive of meal breaks;

Provided that where shifts shall exceed 8 hours per day, such hours of work shall only be worked by agreement in writing between the employer and the employee:

Provided further that the maximum span of 12 hours within which ordinary hours may be worked on any day may be extended by written agreement entered into between the employer and the relevant Union.

- (b) Where shifts greater than 10 hours per day are to be worked, such shifts shall only be worked by agreement in writing between the employer and the appropriate Union.
- (c) Provided that where shifts of more than 10 hours per day are rostered for work, employees working such hours cannot be rostered for work on more than 3 consecutive days without a break of at least 48 hours, and further provided that no more than 8 shifts of more than 10 hours can be worked in a 4 week period.
- (d) No employee shall work more than 10 days in succession without a Rostered Day Off.
- (e) 9 rostered days off duty shall occur each 4 week period.

6.3 Special provisions for banking of days

- (a) Where a Rostered Day Off which has resulted from the method of implementation of the 38 hour week set out in clause 6.1.2 hereof falls on a public holiday, an extra day may be taken where practicable in lieu thereof.
- (b) Each day of paid leave taken (not including annual leave, long service leave and periods of worker's compensation) and any public holiday occurring during any cycle of 4 weeks shall be regarded as a day worked for accrual purposes.

6.4 19 day month provisions

- 6.4.1 As far as practicable the Rostered Day Off brought about by the 19 day month should be continuous with normal rostered days off.
- 6.4.2 Where the Rostered Day Off falls on a public holiday the following day may be taken where practicable in lieu thereof.
- 6.4.3 Subject to clauses 5.5.2 and 6.11, employees shall be entitled to a week's wages in accordance with clause 5.2 (Wage rates) for each week of the cycle.

The employer may, subject to agreement with the relevant officer of the relevant Union, pay wages fortnightly according to the average hours worked or the actual hours worked in that fortnightly pay period.

6.4.4 The entitlement to a Rostered Day Off on full pay is subject to the following:

- (a) Each day of paid leave taken (not including annual leave and long service leave) and any public holiday occurring during any cycle of 4 weeks shall be regarded as a day worked for accrual purposes.
- (b) An employee who has not worked a completed 4 week cycle in order to accrue a Rostered Day Off shall be paid a *pro rata* amount for credits accrued for each day worked in such cycle payable for the Rostered Day Off (i.e. an amount of 24 minutes for each 8 hour day worked or 2 hours each 40 hours worked). For the purpose clause 6.4.4, "worked" includes paid leave referred to in clause 6.4.4(a).

6.4.5 Sickness on a Rostered Day Off which has resulted from the 19 day work cycle.

Where an employee is sick or injured on the employee's Rostered Day Off the employee shall not be entitled to sick pay, nor shall the employee's sick pay entitlement be reduced as a result of the employee's sickness or injury on that day.

6.5 Spread of hours

Where broken shifts are worked the Spread of Hours shall not exceed the ordinary hours by more than a total of 2 hours, provided that no ordinary Spread of Hours shall be greater than 12 hours per day.

6.6 Minimum break between shifts

The roster for all permanent employees shall provide for a minimum of 10 hours break between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day. In the case of changeover or rosters, 8 hours shall be substituted for 10 hours.

6.7 Meal breaks

6.7.1 Employees are entitled to the following meal breaks:

- (a) No employee shall be required to work for more than 6 hours continuously, excluding a rest pause, without an unpaid meal break of at least 30 minutes, nor more than one hour.
- (b) Where employees do not receive at least a 30 minute break before the completion of 6 continuous hours of work, then such employees are to be paid at one and a-half times their ordinary rate until a break of 30 minutes is taken.
- (c) A further meal break of 30 minutes is to be provided where employees work more than 5 hours after taking the first meal break. This further meal break is to be paid at ordinary rates.
- (d) Where employees are required to work overtime for 2 hours or more after their normal rostered ceasing time, then the employee is to be allowed a meal break of at least 30 minutes which is to be paid at ordinary time. In such circumstances, the employer is to either provide a meal of reasonable quality and quantity or pay \$12.10 in lieu of such meal.
- (e) These provisions apply equally to full-time, part-time and casual employees.

6.8 Rest pauses

6.8.1 Full-time employees are entitled to a rest pause of 10 minutes' duration in the employer's time in the 1st and 2nd half of the daily work. The rest pauses are to be taken at such times so as not to interfere with the continuity of work when continuity is necessary.

6.8.2 All casual and part-time employees are entitled to a 10 minute rest pause within any work period which is in excess of 4 continuous hours.

Casual and part-time employees are entitled to a second 10 minute rest pause where that work period is of at least 8 continuous hours.

6.8.3 Notwithstanding clause 6.8.1, where there is agreement between the employer and the majority of employees concerned, the 2 rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary working day, with the 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken up into 3 approximately equal work periods.

6.9 Overtime

6.9.1 *Reasonable overtime*

An employer may require an employee - other than a casual employee - to work reasonable overtime at overtime rates. An employer must, if practicable, offer employees the opportunity to work overtime in preference to employing casuals.

6.9.2 *When is an employee paid at overtime rates?*

An employee, other than a casual, is paid at overtime rates for any work done outside of the Spread of Hours or rostered hours set out in clause 6.2.

6.9.3 *What are overtime rates?*

The overtime rate payable to an employee depends on the time at which the overtime is worked.

- (a) Monday to Saturday: All employees other than casual, are paid at the rate of time and a-half for the first 3 hours and double time thereafter.

- (b) Sunday: All employees other than casuals, are paid at the rate of double time.
- (c) On an employee's Rostered Day Off an employee is to be paid at the rate of double time.
- (d) On a Rostered Day Off:
 - (i) twice the employee's normal rate of pay for any work done; and
 - (ii) the employee must be paid for at least 2 hours even if the employee works for less than 2 hours.
- (e) The 4 hour minimum payment does not apply:
 - (i) to work which is part of the normal roster which began the day before the Rostered Day Off; or
 - (ii) when overtime worked is continuous from the previous day's duty.

6.9.4 *The payment of overtime*

- (a) No employee can work overtime without permission of the employer. Any overtime worked shall be paid on the next pay day for the employee. Overtime will be payable when it is entered on the time sheet and authorised by the employer.
- (b) However, an employee and the employer may agree in writing to take time off with pay. This time off shall be equivalent to the number of ordinary hours pay that the employee would have received for the overtime.
- (c) Accumulated time must be taken within 4 weeks from the time of accrual and at a time mutually agreed between the employee and the employer:

Provided that outstanding accrued overtime shall be paid at the appropriate rate in full at the time of termination, for any reason, by either party.

6.9.5 *Does an employee get a break after working overtime?*

If starting work at the employee's next rostered starting time would mean that the employee did not receive a full 10 hour break then either:

- (a) the employee may - without loss of pay - start work at such a later time as is necessary to ensure that he or she receives a break of at least 10 hours; or
- (b) the employer must pay the employee overtime rates for all work performed until the employee has received a break of at least 10 hours; or
- (c) in the case of a change over of rosters 8 hours shall be substituted for 10 hours.

6.10 Rosters

6.10.1 Each employer shall keep posted in a position accessible to employees, a roster setting out the ordinary starting and ceasing times and the period which is allotted for each meal.

6.10.2 In the case of full-time and part-time employees unless otherwise mutually agreed between the employer and employee:

- (i) 2 weeks notice of Rostered Day Off or days off shall be given;
- (ii) 2 days notice of an altered starting and/or ceasing time within a roster.

6.10.3 Rosters may be changed by mutual agreement between the employer and employee to cover specific operational needs such as covering sick leave or other cause which is outside the control of the employer.

6.11 Weekend penalty rates - full-time and part-time employees

6.11.1 All ordinary time worked between midnight Friday and midnight Saturday shall be paid at the rate of time and a quarter.

6.11.2 All ordinary time worked between midnight Saturday and midnight Sunday shall be paid at the rate of time and a-half.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 When can an employee get annual leave?

The employer must grant a permanent employee (weekly or part-time) leave after the employee has been in continuous service for at least 12 months.

Annual leave counts as time worked for calculating 12 months continuous service after the first year.

7.1.2 How long is annual leave?

The employer must grant an employee at least 4 weeks annual leave after every 12 months continuous service.

7.1.3 What are the pay rates for annual leave?

The pay rate for annual leave is the employee's pay rate at the time the employee takes annual leave, plus 17.5% of that rate. Current pay rates are in clause 5.2 (Wage rates).

7.1.4 When to take annual leave

An employee must take annual leave within 4 months after it is due. The employee and employer can agree to extend this period by mutual agreement.

7.1.5 How much notice?

An employer can request an employee to commence annual leave by giving 14 days' notice to commence annual leave. Where possible annual leave is to be taken at a mutually agreed time.

7.1.6 Proportionate pay

If the employee leaves or is dismissed the employer must pay the employee all accrued leave. If the employee has less than 12 months service, or leaves before the completion of a full year of employment in subsequent years, *pro rata* leave is payable. *Pro rata* leave is calculated by the following formula:

1/12th of ordinary time earnings for the period of employment if less than 12 months service plus 17.5% of the 1/12th amount. In subsequent years, it shall be 1/12th of ordinary time earnings from the employee's anniversary date of commencement of employment plus 17.5% of the 1/12th amount.

In all cases, a maximum of 4 weeks' pay plus 17.5% is payable and can be accrued for each year of service.

7.1.7 Public holidays falling within annual leave

If a public holiday as defined in this Award falls within an employee's annual leave, and is on a day which would have been an ordinary working day, then:

- (a) extra time equivalent to the public holiday is added to the employee's annual leave. This day does not attract leave loading.
- (b) the employee can choose to be paid for the public holiday instead of having the extra time.
- (c) the employee will not receive any pay for the public holiday unless the employee starts work at the next rostered starting time on the first day after the employee's annual leave ends. Where an employee has a reasonable cause for not starting work as rostered, this provision may not apply.

7.1.8 What does not break continuous service?

The following events are not counted as time worked except for the first 152 hours of absence:

- (a) paid sick leave;
- (b) leave as the result of an accident;
- (c) leave lawfully granted by the employer; or
- (d) absence for a reasonable cause. The employee must prove the cause was reasonable.

7.2 Sick leave

7.2.1 What is sick leave?

Sick leave is the right to be absent from work without loss of pay because of personal illness or accidental injury not related to work.

An employee's sick leave is preserved when

- (a) the employee is absent 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.

7.2.2 Who may claim sick leave?

An employee may claim sick leave if the employee has worked for their employer for more than 6 completed weeks work and is not a casual employee.

7.2.3 Employee must give notice

Before taking sick leave, an employee must give at least 2 hours' notice before the employee's rostered starting time, unless the employee has a good reason for not doing so. The notice must include the nature of the illness or injury (if known) and how long the employee expects to be away from work.

7.2.4 What effect does workers' compensation have on sick leave?

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

7.2.5 Evidence supporting a claim

A claim for sick leave must be supported by evidence that the employee was unable to work because of injury or illness. Where the absence from work exceeds 2 days, a doctor's certificate may be required by the employer from the employee as evidence of the illness or injury.

7.2.6 How much sick leave may an employee claim?

The maximum amount of paid sick leave an employee may claim in one year depends on how long the employee has worked for the employer as set out below:

- (a) less than 1 year - 7.6 hours for each completed 6 weeks with a maximum accrual of 60.8 hours in a year.
- (b) thereafter, 60.8 hours for each completed year of service. Provided that a maximum of 13 weeks accrued leave is payable in any one year for illness or injury of an employee.
- (c) part-time employees accrue leave on a *pro rata* basis;
- (d) payment for sick leave will be made based on the number of hours which would have been worked if the employee were not absent on sick leave;
- (e) sick leave may be taken for part of a day

7.3 Bereavement leave

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

7.3.2 Long-term casual employees

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

7.3.3 The term "immediate family" includes:

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

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

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

7.4 Long service leave

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

7.5 Family Leave

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

7.5.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;
- (b) a copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

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

- (a) Maternity leave
- (b) Parental leave
- (c) Adoption leave
- (d) Special responsibility leave for the care and support of the employee's immediate family or household.

7.6 Public holidays

7.6.1 All work done by any permanent employee on:

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

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

7.6.2 *Labour Day*

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

7.6.3 Annual show

All work done by employees in a district specified from time to time by the Minister by notification published in the 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 or in accordance with clause 7.6.4.

7.6.4 Subject to agreement between the employer and the employee, work performed on a public holiday as part of the ordinary hours of work shall be paid at ordinary rates plus half time additional for hours worked together with the ordinary time equivalent number of hours:

- (a) being added to the employee's annual leave credit; or
- (b) being able to be taken as time off in lieu of and taken within 28 days of that holiday.

Any outstanding credits are to be paid in full on termination.

7.6.5 Stand down

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

7.6.6 Should any of the holidays mentioned in clause 7.6 fall on an employee's days off, the employee shall receive another day off or an additional day's pay in addition to the employee's normal wage.

Clause 7.6.6 has no application to part-time employees.

7.7 Jury service

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

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

No provisions inserted in this Award relevant to this Part.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Commitment to training

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

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

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

10.1 Board and lodging

10.1.1 Where board and lodging is made available to employees the employer shall have the right to deduct from the pay of the employees residing on the premises an amount of \$50.40 for adults and \$40.00 for juniors per week.

10.1.2 Where employees are required to reside in accommodation provided by the employer such accommodation so provided shall be of a fit and proper standard.

10.2 Food

Meals supplied to employees shall be of good quality, sufficient quantity and well cooked and shall include morning and afternoon tea. The employer may deduct from the employee's wage an amount of \$2.00 for each meal so provided.

10.3 Clothing, equipment and tools

10.3.1 Uniforms

- (a) Where the employer requires any special clothing such as coats, dresses, caps, aprons, cuffs and any other articles of clothing to be worn by the employee they shall be purchased and laundered at the employer's expense. By agreement the employee may be required to wash and iron the special clothing and an agreed sum of money shall be paid to the employee each week by the employer.

Black and white attire (not being dinner suit or evening dress), shoes, hose and/or socks shall not be regarded as special clothing.

- (b) Where it is necessary that waterproof or other protective clothing such as waterproof boots, aprons, or gloves be worn by an employee, such clothing shall be supplied without cost to the employee and shall remain the property of the employer.

10.3.2 Washing clothes

Employers shall permit any of the employees who live in, the use of a laundry to do their washing, and shall supply the employee with good facilities and equipment for the laundering of their clothes.

10.3.3 Breakages

An employer shall not charge a sum against nor deduct any sum from the wages of an employee in respect of breakages of crockery or other utensils except in the case of wilful misconduct.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.3 Union encouragement

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

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*

- (a) Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.
- (b) The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

11.3.3 *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.

11.3.4 *Relevant Unions*

For the purpose of this Award, the relevant Unions are The Australian Workers' Union of Employees, Queensland and the Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees and the Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees.

11.4 Posting of award

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

Dated 22 April 2003.

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

Operative Date: 23 June 2003