

CITATION: *Kingfisher Bay Resort and Village Award 2003*
Reprint of Award - 10 December 2009
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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

KINGFISHER BAY RESORT AND VILLAGE AWARD - 2003

Pursuant to s. 698 of the *Industrial Relations Act 1999* the Kingfisher Bay Resort and Village Award 2003 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct copy of Kingfisher Bay Resort and Village Award 2003 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill
Industrial Registrar

KINGFISHER BAY RESORT AND VILLAGE AWARD - 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Kingfisher Bay Resort and Village Award 2003.

1.2 Arrangement

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1.3 Date of operation

This Award takes effect from 1 September 2003.

1.4 Coverage

Notwithstanding any provision to the contrary contained within any award, this Award shall apply to KBRV Resort Operations Pty Ltd trading as Kingfisher Bay Resort & Village as employer and its employees for whom classifications and rates of pay are prescribed herein engaged or in connection with or incidental to the Island Tourist Resort Industry conducted by the employer including but not limited to the work of deckhands, waiters, hosts and the like on any vessel

operated by the employer and employees in charge of vessels licensed to be operated by persons holding a Queensland Transport Certificate of Competency as a Coxswain as may be amended from time to time by State legislation.

1.5 Intention

The Award reflects the ongoing commitment to making the Resort increasingly competitive with first class service, quality, flexibility, communication and commitment.

Employees covered by the Award will be afforded the opportunity to attain greater skills, flexibilities and access to career paths. This will encourage and support a highly skilled and committed workforce where participation and development of employees will be a priority for the betterment of the individual and the Off-Shore Islands Tourism Industry.

Work will be organised to maximise the flexibility of the workforce and enable employees to work to the limits of their skills and capacities. There will be no artificial barriers preventing employees from performing tasks in which they have been trained.

The outcome will be to provide better paid and secure employment in a competitive and first class Off-Shore Islands Tourism Industry.

1.6 Definitions

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

1.6.2 "Bar Attendants" means and includes any employees (including Bar Attendants and/or bottle department attendants, drink waiters) employed in the sale of liquor to the public or supplying, dispensing or mixing of liquor.

1.6.3 "Boatman/Coxswain" means an employee who is licensed by the Queensland Transport Marine and Ports Division as a Coxswain and who operates vessels within the limits of such licence:

Provided that a Boatman/Coxswain shall not take charge of a vessel of 12 metres or more in length whilst engaged in transporting passengers or cargo between the Island Resort, the Mainland or any other Island Resort.

1.6.4 "Breakfast Cook" means a cook (other than a First Cook, Qualified Cook or Cook Employed Alone) who is responsible for the preparing of breakfast/s.

1.6.5 "Casual Employee" means any employee engaged as such and who is employed by the hour on the class of work for which the employee is engaged.

1.6.6 "Cellarperson" means any person employed in charge of, or responsible for the contents of a cellar or liquor store.

1.6.7 "Certified Diver" means an employee who holds an acceptable current Open Water Certificate and is employed as such providing a range of duties and activities associated with recreational diving, water sports and the provision of marine education programs.

1.6.8 "Chef de Partie" relates to an employee appointed as such who is a Qualified Cook with general experience in cooking duties and with an adequate general knowledge of all areas of kitchen operations, and who has specialised in one area or function and is responsible for that area or function.

1.6.9 "Commission" means the Queensland Industrial Relations Commission.

1.6.10 "Cook Employed Alone" means a cook employed in a kitchen where no Other Cook is employed.

1.6.11 "Demi Chef de Partie" relates to an employee appointed as such who is a Qualified Cook who is engaged to perform more complex cooking duties and/or has adequate general experience and possesses a satisfactory knowledge of culinary techniques.

1.6.12 "Dive Instructor" means an employee who holds current qualifications as a diving instructor as recognised by the major international recreational dive training agencies and is employed in diving instruction and related activities.

1.6.13 "Dive Master" means an employee who holds current qualifications as a Dive Master as recognised by the major international recreational dive training agencies and is employed in the supervision of recreational diving and related activities.

1.6.14 "First Cook" means a Qualified Cook (as defined by clause 1.6.23), who is the senior cook permanently

employed in charge of a kitchen where Other Cooks are employed at the same time.

- 1.6.15 "Food Waiter" means an employee appointed as such and who is engaged solely in food service catering to the needs of guests at a table and/or in the performance of room service duties.
- 1.6.16 "Full day Off" means 20 hours clear, off duty, from the time an employee ceases work, regardless of whether this is the employee's ordinary shift or associated overtime.
- 1.6.17 "Gardener" means an employee required to carry out duties incidental to the maintenance of gardens and the surrounds at the Resort complex.
- 1.6.18 "Head Waiter" means any employee appointed as such and who is responsible for the supervision of the work of dining room staff.
- 1.6.19 "Laundry Attendant" means any person employed to do laundry work.
- 1.6.20 "Maintenance Person" means an employee not being a tradesperson who is employed to carry out minor repairs and maintenance in or about the complex.
- 1.6.21 "Other Cook" means a cook who under direction assists in cooking and preparing meals.
- 1.6.22 "Qualified Butcher" means a butcher who has completed a trade test at a recognised school or college acceptable to the employer.
- 1.6.23 "Qualified Cook" means a cook who has successfully completed and can produce appropriate documentary evidence to the employer to the effect that the cook has successfully completed an apprenticeship in cooking at a recognised school or college or who has passed an appropriate trade test in cooking at a recognised school or college.
- 1.6.24 "Qualified Gardener" means a Gardener who has completed a suitable course in horticulture at a recognised school or college acceptable to the employer.
- 1.6.25 "Senior Chef de Partie" relates to an employee appointed as such who is a Qualified Cook with a detailed knowledge of all areas and functions of the kitchen operation and is required to relieve and is capable of taking over the operation of any specialised area within the kitchen operation.
- 1.6.26 "Union" means The Australian Workers' Union of Employees, Queensland.

1.7 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.4 and their employers, and the Union and its members.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

2.2 Local flexibility and consultation

- 2.2.1 Pursuant to the Award Restructuring Principle, the parties agree to introduce a Consultative procedure to achieve a more flexible approach to suit the size and needs of resorts or work sections within resorts on the conditions contained within clause 2.2.
- 2.2.2 *Communication and consultation* - The parties agree that adequate consultation and communication provides a major contribution to efficient, flexible and productive employee and management practices. It is agreed that the

need for proper consultation and communication extends to ensuring continued effective communication between all levels in resorts, catering for an information flow between management and employees.

2.2.3 *Local flexibility* - By agreement between the employer and employees in a section or sections of work, or individual employees, local flexibility can be reached involving the following provisions:

- (a) span of hours;
- (b) rostering;
- (c) roster breaks;
- (d) introduction of flexi time;
- (e) timing of rest pauses and meal breaks; and
- (f) contract of employment and period of notice.

2.2.4 *Conditions* - The introduction of local arrangements shall be based on the following conditions:

- (a) the majority of employees within a section or sections must genuinely agree to the implementation of such arrangements;
- (b) agreements shall be recorded and be made available to any employee.

2.3 Consultation

2.3.1 The employee and employees party to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the Resort and to enhance the career opportunities and job security of employees working in the Resort.

2.3.2 The employer and the employees commit themselves to establishing consultative mechanisms and procedures appropriate to the size, structure and needs of the Resort. Measures raised by the employer or employees for consideration, consistent with the objectives of clause 2.3.1, shall be processed through that consultative mechanism and procedures.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and dispute settling procedure

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

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

3.1.3 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.

3.1.4 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.

3.1.5 If the grievance or dispute is still unresolved after discussions listed in clause 3.1.2, 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 3.1.2 will not result in resolution of the dispute.

3.1.6 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.

3.1.7 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.

3.1.8 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above

procedure is being followed.

- 3.1.9 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.10 Any order or decision of the Commission (subject to the parties right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.11 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

4.1 Contract of employment

- 4.1.1 An employee shall on or prior to commencing employment be provided by the employer with a written statement outlining the employee's:
- (a) employment category, which shall be full-time, part-time, or trainee;
 - (b) classification level;
 - (c) ordinary hours of duty;
 - (d) rate of pay; and
 - (e) date of appointment.

4.2 Part-time employees

- 4.2.1 Adults may be employed as part-time employees in any classification in this Award in accordance with the following provisions:
- (a) Part-time employees shall be paid at the hourly rate prescribed for the relevant level of work being performed with a minimum engagement of 2 hours on each occasion.
 - (b) The provisions of this Award in respect of annual leave, sick leave and long service leave shall apply on a *pro rata* basis to all part-time employees.
 - (c) All other provisions of this Award not expressly amended by clause 4.2 shall have application to part-time employees.
 - (d) Savings - No current part-time employee shall suffer a reduction in wages or conditions as a result to the implementation of clauses 4.2.1(a) and 4.2.1(b).

4.3 Multi-skilling

In recognition of the operational and efficiency requirements of the employer, and to create more amended, better paid and interesting work, it shall be a condition of employment, subject to appropriate training and competency, that each employee shall be available to work as required within their skill, competence and training across all departments and that each employee shall acquire the skills and learn any other job as directed and shall provide instruction and/or training as appropriate to another employee/s as required.

4.4 Anti-discrimination

- 4.4.1 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.
- 4.4.2 Accordingly in fulfilling their obligations under the grievance and disputes settling procedure in clause 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.4.3 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.

4.4.4 Nothing in clause 4.4 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.

4.5 Termination of employment

4.5.1 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.

4.5.2 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 hours including for example allowances, loadings and penalties; and
- (iii) any other amounts payable under the employee's employment contract.

(e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.5.3 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 4.5.2.

4.5.4 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.

4.6 Introduction of changes

4.6.1 *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.

4.6.2 *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 4.6.1.
- (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.

4.7 Redundancy

4.7.1 *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 4.7.1(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.

4.7.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.7.1 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 4.5.
- (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.

4.7.3 *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 4.7.3, '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.

4.7.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.7.1, 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.

4.7.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.7.1, 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.

4.7.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.5.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.7.1(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.

4.7.7 *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.

4.7.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.7.1(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.

4.7.9 *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.

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

Clause 4.7 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.

4.7.11 *Employees exempted*

Clause 4.7 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.

4.7.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.7 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.

4.7.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.7.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - (B) which recognises the period of continuous service which the employee had with the transmittor and

any prior transmitter to be continuous service of the employee with the transferee.

- (b) The Commission may amend clause 4.7.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.7.14 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.

4.8 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.

4.9 Mixed functions

- (a) The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- (b) The 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.
- (c) The operation of clause 4.9 shall be reviewed by the parties having regard to the development of the skills classification structure.
- (d) Any direction issued by the employer pursuant to clause 4.9 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.10 Multi-hiring

4.10.1 By agreement between the employer and the employee in writing, permanent and part-time employees may also be engaged on a casual basis for duties in a separate engagement in a separate section of the Resort to facilitate multi-skilling and general skill acquisition. Such employees shall receive payment of 25% in addition to their ordinary hourly rate for time so worked.

4.10.2 Provided that such engagement shall be subject to the following conditions:

- (a) That 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 obtain additional remuneration and/or skills and, to this end, where the employee does not possess the necessary skills, training must be provided in accordance with the provisions of this Award;
- (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 and recorded in writing;
- (e) The separate engagement is not designed to avoid overtime obligations, but genuinely meets the tests set out in clauses 4.10.2(a) to (d) above.

4.11 Probationary period

All new employees will undergo a probationary period which shall be for 2 months' duration. During this period, an employee will be assessed as to suitability for a permanent position. It is expected that during this period a new employee will be required to undertake such training as to allow competency assessment and (if proved unsatisfactory during this period) to allow a review of the employee's tenure with the employer.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Classification structure

5.1.1 The structure provides for:

- (a) Skill related career paths which provide opportunities for multi and cross skilling and provide an incentive for employees to participate in gaining additional skills and experience.

- (b) The elimination of traditional demarcation through a commitment to rotating employees through different positions (cross skilling) at the same level.
- (c) Appropriate relativities which support the career paths established by the structure.

5.1.2 *Implementation arrangements*

- (a) All employees will, after completing the 2 month probationary period, be permanently classified to a level.
- (b) The employees' remuneration will be that applicable to the level assigned.
- (c) Employees classified in accordance with the above will be required to undertake such training specified by the employer in order to either meet laid down competency standards or to complete prerequisite skills for advancement to a higher level.

5.1.3 *Skill streams*

Schedule 1 contains reference to a classification structure for trialling. The trial document agrees to trial the following skill streams:

(a) Food and Beverage Kitchen

This skill stream is deemed to include any employee engaged in a range of tasks and skills in connection with and incidental to the preparation of food and the kitchen. This includes the proper maintenance of cleanliness and hygiene in the food preparation and auxiliary areas.

(b) Food and Beverage Service

This skill stream provides a career structure for employees engaged in a range of tasks associated with the presentation of food and beverage to guests.

(c) Guest Services

This skill stream is deemed to include employees engaged in tasks associated with and incidental to the provision of guest services, including portering and house services.

(d) Administrative Services

This skill stream is deemed to include any employee engaged in a range of tasks associated with or incidental to the reception of guests, checking, cashier/receptionist tasks, guest liaison, resort provisioning, guest movement and co-ordination, retail activities and/or duties and tasks which are of a guest or resort support nature.

(e) Recreational

This skill stream provides a career structure for employees engaged in providing recreational activities for guests. It is deemed to include any employee engaged in a range of tasks and activities associated with recreation, water sports, recreational diving, leisure and guest and marine transport activities.

(f) Resort Technical Services

This skill stream is deemed to include any employee engaged in a range of tasks associated with the provision of resort technical services, sewerage work, landscaping, horticultural activities, gardening, maintenance of buildings, vehicles, machinery and equipment, sporting areas, parks, paths, piers and jetties.

5.1.4 *Skill stream rotation*

It is a fundamental requirement of the company that employees will rotate through different tasks both within and across skill streams in order to gain experience in different tasks associated with the operation of the resort. Such on-the-job training will only be limited by operational requirements and employees' ability and competency to perform the required duties.

5.2 **Wages**

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

Salary Level	Percentage	Rate
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	Relativity	Per Annum
%		\$
Level 7	110.2	38,612
Level 6	103.8	37,113
Level 5	100.0	36,317
Level 4	89.4	33,714
Level 3	86.9	33,115
Level 2	84.8	32,615
Level 1	81.4	31,815

The above rates with the exception of tradespersons have been annualised to incorporate reimbursement for employees working 15 weekends and 6 public holidays a year. The wage rates for tradespersons are contained in Schedule 2.

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

5.2.2 *Casuals*

(a) Casual Employees shall be paid for the time actually worked with a minimum of 2 hours and each engagement shall stand alone.

(b) Casual rates shall be calculated by using the following formula:

$$\text{Annual rate}/(52 \times 40) + 50\%$$

5.2.3 *Juniors*

The following percentages apply to the appropriate rate prescribed for adult employees for the class of work being performed:

	%
15 years and under	60
16 years and under	70
17 years and under	80
18 years and under	90
19 years and under	100

5.2.4 *Adult trainees*

Adult employees engaged as "Trainees" under this Award shall be paid a percentage of the appropriate adult classification's wage rate for which the employee has been engaged.

This rate shall be determined on the basis of 75% for the first 4 weeks of service and 85% for the second 4 weeks of service as a Trainee:

Provided however the Trainee rate shall only apply to new adult employees who do not have relevant full-time hands-on experience in the industry.

5.3 **Payment of wages**

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

Provided that where the employer elects to do so each employee will be paid their wages by means of direct credit (electronic funds transfer) into a nominated bank, credit union or building society to be available on the agreed pay day.

5.4 **Superannuation**

In addition to the rates of pay prescribed herein, the company shall make payment at least once per calendar month on behalf of each eligible employee superannuation contributions calculated to an amount of no less than 3% or such additional amount as required under the Superannuation Guarantee Legislation of such employee's ordinary time earnings into an approved fund retrospective to the date of the employee's appointment.

An approved fund, for the purposes of this Award, shall mean an employer nominated superannuation fund including:

Sunsuper

C.A.R.E.

Or any other fund approved or agreed to between the employer and the employee.

5.5 Exemption clause and supervisors

As an alternative to being paid by the week according to clause 5.2 (Wages), by agreement in writing between the employer and the employee, an employee may be paid at a rate of at least 25% above the rate prescribed for at Level 2 for the work performed. This provision is to be used by agreement for certain supervisory/specialist positions when in such cases the package exempts the employee from the provisions under clauses 6.1 (Hours of work) and 6.2 (Overtime).

All other provisions of the Award shall apply to such supervisor/specialist positions where such employees are:

- (a) Listed on the roster for all hours proposed to be worked;
- (b) Listed on the time sheets for all hours actually worked;
- (c) Performing "Hands On" work under the general direction of a department manager/supervisor.

(Note: The operation of clause 5.5 would normally be unlikely to apply to employees at levels, 5, 6 and 7 because employees at those levels generally do not work under the general direction of a department manager/supervisor).

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

6.1 Hours of work

6.1.1 The ordinary working hours for employees shall be 40 hours per week with a maximum of 10 ordinary hours per day to be worked on any day within a spread of 16 hours per day from starting time, inclusive of meal breaks:

Provided that each employee shall be entitled to 2 full days off each week, and where practicable shall be consecutive:

Provided further that by mutual arrangement between the employee and the employer, such days off may be 'banked' to enable the employee to accumulate a greater number of consecutive rostered days off during each work cycle in order to maximise quality leisure time. Such accumulated days rostered off shall be taken no later than 6 months after the first rostered day was due, or paid out on termination.

6.1.2 When an employee is required to work more than 5 days in a week's roster, the 6th day will be paid for at the rate of time and a half, the 7th day, at the rate of double time.

6.1.3 When an employee is required to work more than 10 days in a fortnight's roster the 11th and 12th days will be paid for at the rate of time and a-half and the 13th and 14th days at the rate of double time:

Provided that other than by agreement between the employer and employee, no employee shall be required to work more than 10 days in succession without having at least an RDO.

6.1.4 A roster setting out the employee's ordinary days of duty and starting and finishing times on such days shall be displayed in a place conveniently accessible to employees at least 3 days before the commencement of each roster.

6.1.5 One week's notice of rostered day on or rostered days off shall be given provided that the rostered day or days off may be changed by mutual consent at any time.

6.1.6 Roster flexibility

Flexibility of rostering may be trialled to cater for the needs of the operation.

Where practicable, such rosters should be drawn up in consultation with employees and provide adequate rest periods and rostered days off.

The introduction of flexible working arrangements shall be on an initial basis of a 6 months trial period provided that any such trial shall become permanent after the completion of 6 months, unless terminated by the agreement of the employees and the employer.

- 6.1.7 The hours of work and rates of pay prescribed by this Award are based on rostering arrangements where employees are expected to work less than 50% of public holidays and week-ends. Such arrangements may be amended by agreement between the Resort and employee(s). Any disputes in relations to rostering shall be dealt with in accordance with clause 3.1(Grievance and dispute settling procedure).

6.2 Overtime

- 6.2.1 All time worked outside the spread of ordinary working hours, or in excess of the working hours as provided, on any one day, or in excess of 40 hours per week, shall be deemed to be overtime and shall be paid for at the rate of time and a-half:

Provided that employees required to work more than 3 hours' overtime after the ordinary ceasing time on any one day, shall be paid at the rate of double time for all such overtime worked in excess of 3 hours on that day.

- 6.2.2 No employee shall work overtime without the permission of the employer, and payment for any overtime so worked shall be claimed, adjusted and made at the next ensuing date of payment of such employee. Overtime shall be deemed to be claimed when it is entered in the time-book.

- 6.2.3 An employee who works so much overtime between the termination of their ordinary work on the one day and the commencement of ordinary work on the next day that the employee has not at least 10 consecutive hours off duty between those times shall, subject to clause 6.2.3, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of the employer, such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall be paid double rates until the employee is released from duty for such period, and shall then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence:

Provided that for the purpose of clause 6.2.3, 8 hours shall be substituted for 10 hours for the purpose of trialling roster flexibility as set out in clause 6.1.6.

6.2.4 Extra payments - Bar Attendants

- (a) All work performed by Bar Attendants within their ordinary hours but after 10 p.m. on any night shall be paid for at the rate of time and a-half.
- (b) All work performed by Bar Attendants on an ordinary shift on a Sunday before 10 p.m. shall be paid for at the rate of ordinary time plus a loading of 12.5%. Work performed on an ordinary shift after 10 p.m. on a Sunday shall be paid for at the rate of time and a-half.
- (c) Provided that the extra payments provided for in clauses 6.2.4(a) and (b) shall only apply to current employees employed up to and including 25 July, 1994.

6.2.5 Call outs

- (a) When an employee is called out to work overtime after leaving the employee's work place, whether notified before or after leaving the work place, such employee shall be paid a minimum of one hour's work at the appropriate rate.
- (b) Overtime worked in the circumstances specified in clause 6.2.5(a) shall not be regarded as overtime for the purposes of a rest period as prescribed in clause 6.2.3.

6.2.6 Time off in lieu

Notwithstanding the provisions of clause 6.2, there may be an agreement in writing between the employee and the employer to take time off with pay. Such time off shall be equivalent to the number of hours pay that the employee would have received for such overtime at overtime rates. Accumulated time must be taken within 2 months from the time of accrual and at a time mutually agreed between the employee concerned and the employer or paid out after 3 months - 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. Such agreement shall be recorded in writing in the time and wages record.

6.3 Meal breaks

Thirty minutes shall be allowed for a meal no later than the 6th hour from the commencement of daily duty.

6.4 Rest pauses

Every employee covered by this Award shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of their daily work. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Every employee (other than a Casual Employee) covered by this Award shall at the end of each year of employment be entitled to annual leave on full pay of 4 weeks.

7.1.2 Such annual leave shall be paid for by the employer in advance (subject to clause 7.1.3):

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

If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due, such pay calculated in accordance with clause 7.1.3, for 4 weeks.

If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid in addition to all other amounts due, an amount equal to 1/12th of the pay for the period of employment calculated in accordance with clause 7.1.3.

Reasonable notice of the commencement of annual leave shall be given to the employee.

7.1.3 *Calculation of annual leave pay* - In respect to annual leave entitlements to which clause 7.1.3 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

(a) All employees - Subject to clause 7.1.3(b), in no case shall the payment by the employer to an employee be less than the sum of the following amounts:

(i) the employee's ordinary wage rate as prescribed by the Award for the period of the annual leave;

(ii) a further amount calculated at the rate of 17 1/2 % of the amount referred to in clause 7.1.3(a)(i).

(b) Clause 7.1.3(a) shall not apply to the following:

(i) Any periods of annual leave exceeding 4 weeks;

(ii) The employer (and its employees) who is already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.2 Sick leave

7.2.1 Entitlement

(a) Every employee, except casuals, and school-based apprentices and trainees, is entitled to 8 days' sick leave for each completed year of their employment with their employer.

(b) This entitlement will accrue at the rate of one day's sick leave after each 6 weeks of employment.

(c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked by the employee if they were not absent on sick leave.

(d) Sick leave may be taken for part of a day.

(e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

(f) Part-time employees accrue sick leave on a proportional basis.

7.2.2 *Employee must give notice*

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

7.2.3 *Evidence supporting a claim*

When the employee's absence is for more than 2 days the employee is required to give the employer a doctor's certificate or other reasonably acceptable evidence to the employer's satisfaction about the nature and approximate duration of the illness.

7.2.4 *Accumulated sick leave*

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

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

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

7.2.5 *Workers' Compensation*

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

7.3 Bereavement leave

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

7.3.2 *Long-term casual employees*

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

7.3.3 "Immediate family" includes:

- (a) a spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and
- (b) 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 Provided the employee shall be entitled to a maximum of 2 days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside Australia of an employee's spouse, father or mother, and where such employee travels outside of Australia to attend the funeral.

7.4 Long service leave

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

7.5 Family Leave

The provisions of the Family Leave Award 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 *Labour Day*

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

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

8.1 Fares

Every employee shall be allowed the fare actually paid from the place of engagement to the place of employment if such employee faithfully fulfils their duties for 3 months or for such less period for which the employee may be engaged. Every employee shall be allowed return fare if such employee faithfully fulfils their duties for not less than 12 months, such return fare to be paid on the termination of their services after such period of 12 months:

Provided that the employer may make its own arrangements for the conveyance of the employee in which event, no fares shall be payable.

Every employee, while travelling from the place of engagement to the place of employment, shall be made an

allowance for the amount actually paid for meals taken limited to \$6 per meal and 3 meals per day.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training and education

9.1.1 The parties to this Award will co-operate in ensuring that appropriate training and cross skilling is available for all employees and that such training will be provided at the expense of the employer. The parties also agree to co-operate in encouraging employees to avail themselves of the benefits of such paid training.

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 utilisation of skills acquired.

9.1.2 The parties to this Award shall develop appropriate training programmes to facilitate skill enhancement based on the following procedures:

- (a) training shall comply with the criteria and guide-lines established by the parties;
- (b) subject to clause 9.1.3 all employees shall have access to training and no barriers shall be placed on employees accessing such training - and that such training is relevant to the employee's position or career path in obvious progression;
- (c) training may be undertaken either on or off the job, provided that where the training is undertaken during ordinary hours, the employee shall not suffer any loss of pay;
- (d) where off the job training is required by an employer an employee attending such training programmes shall be entitled to paid training leave.

9.1.3 The parties commit themselves to the provision of such training both via internal, on-the-job training and through external training providers as is regarded by the employer as appropriate.

9.1.4 The operation of clause 9.1 is subject to the completion of a review of the Classification Structure.

9.2 Trainees

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)*.

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

10.1 Safety and working environment

10.1.1 A continuing high safety and working environment standard will be maintained in all facets of Resort Operations.

10.1.2 In support of this, the employer will make available to employees on engagement the safety policy operating at the Resort.

10.1.3 The minimum safety standards and safe working practices to be observed shall be those as prescribed from time to time by the *Workplace Health and Safety Act* or relevant Australian Standard in which the work of employees are performed.

10.1.4 Employees engaged as diving instructors shall keep a personal log book signed by the instructor and countersigned by the employer.

10.1.5 Employees who are subjected to greater than atmospheric pressure shall undertake a medical examination in accordance with the requirements of clause 10.1.3 and the medical practitioner shall enter in the diver's log book that the diver is " fit for diving" or " not fit for diving" as the case may be.

10.1.6 The cost of all medical examinations of permanent employees required by clause 10.1 shall be borne by the employer and the records of the examination shall be the property of the employer; however, upon request an employee shall be supplied with copies of the records of all medical examinations.

10.2 Uniforms and aprons

10.2.1 Where uniforms are required to be worn, they shall be provided by the employer free of cost to the employee:

Provided that the employer shall require an employee to pay a deposit of up to \$100.00 for all uniforms provided. Such deposit to be refunded to the employee on return of the uniform/s, fair wear and tear excluded:

Provided further that black or white dresses, skirts, trousers, shirts and/or blouses shall not be considered uniforms.

10.2.2 Uniforms shall remain the property of the employer.

Where requested by the employee, the employer shall supply, free of cost to the employee, plastic aprons for all Bar Attendants and for all employees engaged in washing up.

10.3 Washing clothes

The employer shall permit any of its employees who live in, the use of a laundry for them to wash and iron their own clothes.

10.4 Breakages

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

10.5 Meals and accommodation

10.5.1 Where meals are made available to an employee, the employer shall have the right to deduct from the wages of the employee provided with meals, an amount at the rate of \$57.75 per week. The employer is also taken to be entitled, and to have been entitled at all times, to deduct such amount from the wages of all employees engaged on or after 27 May 1992, during the whole of their period of employment after that date, subject only to variations effected in accordance with the other provisions of clause 10.5:

Provided that this amount may be increased 12 months from the twelfth day of April 1995, and thereafter each year, in accordance with the movement of the food component of the CPI 8 capital cities, for the previous 12 month period.

10.5.2 Where accommodation is made available to employees the employer shall have the right to deduct from the wages of the employee provided with accommodation, an amount at the rate of \$40.00 per week. The employer is also taken to be entitled and to have been entitled at all times, to deduct such amount from the wages of all employees engaged on or after 27 May 1992, during the whole of their period of employment after that date, subject only to variations effected in accordance with the other provisions of clause 10.5:

Provided that this amount may be increased 12 months from the twelfth day of April 1995, and thereafter each year in accordance with the movement of the "All Groups: CPI classification" weighted average for 8 capital cities for the previous 12 months.

10.5.3 *Adult trainee and junior meal and accommodation charges* - Where adult trainees and junior employees are provided with meals and accommodation, the employer shall have the right to deduct from the wages of such employees, a *pro rata* amount equivalent to the relevant percentage of the adult rate for such adult trainees and/or junior employees.

10.5.4 The meal and accommodation charges prescribed by clauses 10.5.1 and 10.5.2 may be amended from time to time by agreement in writing between the resort and the employees.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 *Authorised industrial officer*

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

11.1.2 *Entry procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
 - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
 - (ii) shows their authorisation upon request:
- (b) Clause 11.1.2(a) 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 the employee does not want the record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer .
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

11.1.4 *Discussions with employees*

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

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

- (a) the employee's award classification;
- (b) the employer's full name;

- (c) the name of the Award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Union encouragement

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

11.3.1 Documentation to be provided by employer

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

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

11.3.2 Union delegates

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

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

11.3.3 Deduction of union fees

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

11.4 Award posting

A true copy of this Award shall be exhibited in a conspicuous and convenient place on the premises of the employer so

as to be easily read by employees.

SCHEDULE 1

CLASSIFICATIONS LEVELS

FOOD AND BEVERAGE KITCHEN STREAM

Kitchen Attendant Grade 1

Definition Wage Level 1

Kitchen Attendant Grade 1 shall mean an employee engaged in:

- 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
- assisting employees who are cooking
- assembly and preparation of ingredients for cooking
- general pantry duties.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Classifications which are currently used for staff at this level include kitchen porter, kitchen steward, kitchen attendant, pantry attendant, catering assistant.

Indicative job functions at this level include:

- cleaning and tidying of kitchen, food preparation and scullery areas
- cleaning crockery, glasses, equipment and general utensils
- handling, storing and distributing goods, including pantry items and linen
- assembling and preparing ingredients for cooking including peeling, chopping, grating, crumbing, preparing batters, garnishes and seasonings
- preparing simple food items such as salads and sandwiches
- plating food
- assisting cooks.

Kitchen Attendant Grade 2

Definition Wage Level 2

Kitchen Attendant Grade 2 shall mean 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.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Classifications which are currently used for staff at this level are similar to those used in Grade 1 but also include kitchen attendant in charge, senior kitchen attendant/pantry attendant, steward in charge, senior kitchen porter/steward.

A person at Level 2 would be undertaking similar types of functions to a Kitchen Attendant Grade 1, although they may be doing more specialised work such as polishing silver. The major difference is that a person at Level 2 is likely to be responsible for assisting in supervising and training Level 1 kitchen attendants, particularly new staff.

Kitchen Attendant Grade 3

Definition Wage Level 3

Kitchen Attendant Grade 3 shall mean an employee who with the appropriate level of training including a supervisory course has the responsibility for the supervision, training and co-ordination of kitchen attendants of a lower level.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Stewarding Supervisor:

Supervises all stewarding attendants. Responsible for co-ordinating the supply and maintenance of crockery, glasses and silverware. Ensures the maintenance of silverware. Responsible for ensuring the cleanliness of kitchen and food storage areas. Responsible for the training and development of stewards.

Kitchen Attendant Supervisor:

Supervises all kitchen attendants. Liaises closely with the chefs to ensure that all mise-en-place/food items required are available. Responsible for the training and development of kitchen attendants. These types of positions are only found in the large resorts.

Cook Grade 1

Definition Wage Level 2

Cook Grade 1 shall mean an employee who carries out cooking of breakfasts and snacks, baking, pastry cooking or butchering.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Classifications which are currently used at this level include Breakfast Cook, grill cook, assistant cook and Cook Employed Alone.

Indicative job functions at this level include:

- preparing and cooking a limited range of basic food item such as breakfasts, grills and snacks
- heating pre-prepared meals
- preparing convenience and pre-packaged foods
- assisting cooks of a higher level in the preparation and cooking of menu items
- assisting in butchery.

Cook Grade 1

Definition Wage Level 3

Cook Grade 2 shall mean an employee who has the appropriate level of training and who perform cooking duties including cooking, baking, pastry cooking and butchering.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Classifications which are currently used for staff at this level include unqualified cook.

A person at this level would be undertaking general cooking duties including a la carte cookery, baking, pastry cooking or butchery. They would be preparing, cooking and presenting a range of dishes according to a amended a la carte menu, using fresh ingredients.

Cook (Tradesperson) Grade 3

Definition Wage Level 5

Cook (Tradesperson) Grade 3 shall mean 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.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Classifications which are currently used for staff at this level include commis chef, Qualified Cook, Qualified Butcher, qualified baker.

Indicative job functions at this level include:

- working in various sections of the kitchens such as cold kitchen, butchering, main kitchen, banqueting under the

direction of Chef de Partie and Sous Chefs in the various sections

- undertaking cooking, baking, pastry cooking or butchering duties without supervision.

Cook (Tradesperson) Grade 4

Definition Wage Level 6

Cook (Tradesperson) Grade 4 shall mean a Demi Chef or equivalent who has completed an apprenticeship or who 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.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Classifications which are currently used for staff at this level include First Cook and demi chef.

Indicative job functions at this level include:

- performing specialised cooking duties
- operating a kitchen where no other Qualified Cooks are employed
- supervising and training Other Cooks, apprentices and other kitchen employees in a particular section of the kitchens.

Cook (Tradesperson) Grade 5

Definition Wage Level 7

Cook (Tradesperson) Grade 5 shall mean 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:

- general and specialised duties including supervision or training of other kitchen staff
- ordering and stock control
- solely responsible for Other Cooks and other kitchen employees in a single kitchen establishment.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Chef de Partie:

Responsible for the cooking of all food items within the various sections of the kitchen. Responsible for the requisitioning, storage and control of foodstuffs. Responsible for the supervision, training and development of other kitchen employees.

Food and Beverage Attendant Grade 1

Definition Wage Level 1

Food and Beverage Attendant Grade 1 shall mean an employee who engaged in any of the following:

- picking up glasses
- emptying ashtrays
- general assistance to Food and Beverage attendants of a higher level not including service to customers
- removing food plates
- setting and/or wiping down tables
- cleaning and tidying of associated areas.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Classifications which are currently used for staff at this level include bar useful, busboy and function porter.

Indicative job functions at this level include:

picking up glasses, emptying ashtrays, wiping down tables, preparing garnishes and cleaning and tidying bar areas

- setting up tables, removing food plates and assisting waiters
- setting up tables for functions and assisting function waiters.

Food and Beverage Attendant Grade 2

Definition Wage Level 2

Food and Beverage Attendant Grade 2 shall mean an employee who has not achieved the appropriate level of training and who is engaged in any of the following:

- supplying, dispensing or mixing liquor including the sale of liquor
- assisting in a cellar or liquor outlet at the resort
- undertaking general waiting duties involving food and/or beverages including cleaning tables
- receipt of monies
- attending a snack bar
- engaged on delivery duties.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Classifications which are currently used for staff at this level include bar attendant, assistant Cellarperson, waiter, function waiter, cashier, snack bar attendant.

Indicative job functions at this level include:

- cleaning bar areas, glassware and equipment, preparing garnishes; taking drinks orders; preparing a range of drinks including simple cocktails
- cleaning cellar areas and equipment, processing and recording deliveries; storing beverages; adjusting temperature controls; delivering stocks
- cleaning restaurant areas, glassware, crockery, cutlery and equipment; preparing and laying out tables; taking reservations; greeting and seating guests; taking orders; serving food and drinks; clearing tables; finalising accounts
- checking cash floats, preparing guest accounts; giving change; reconciling cash; credit card transactions and guest accounts
- preparing and serving simple snacks.

Food and Beverage Attendant Grade 3

Definition Wage Level 3

Food and Beverage Attendant Grade 3 shall mean an employee who has the appropriate level of training and is engaged in any of the following:

- supplying, dispensing or mixing of liquor including the sale of liquor from a liquor outlet
- assisting in a cellar
- undertaking general waiting duties of both food and liquor including cleaning of tables
- receipt of monies
- taking reservations, greeting and seating guests
- assisting in the training and supervision of Food and Beverage Attendants of a lower level
- engaged on delivery duties.

This level also includes a Food and Beverage Attendant Grade 2 who is involved in the operation of a mechanical lifting device or attending a TAB terminal.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Classifications which are currently used for staff at this level are similar to those used in Level 2 but also include waiter or bar attendant in charge, senior waiter, senior bar attendant, TAB operator.

A person at Grade 3 would be undertaking similar types of functions to a Food and Beverage Attendant Grade 2. However, because they have met the training requirements for Grade 2, they are more skilled, are able to perform a broader range of job functions and are likely to have additional responsibilities such as one or more of the following:

- assisting in the training and supervision of other staff, particularly new staff
- taking reservations, greeting and seating guests
- operating mechanical lifting devices
- attending a TAB terminal
- working in a cellar without supervision.

Food and Beverage Attendant Grade 4

Definition Wage Level 4

Food and Beverage Attendant Grade 4 shall mean an employee who has the appropriate level of training and is engaged in any of the following:

- full control of a cellar or liquor outlet (including the receipt, delivery and recording of goods within such an area)
- mixing a range of sophisticated drinks
- supervising Food and Beverage Attendants of a lower level.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Classifications which are currently used for staff at this level include cellar person, cocktail bar attendant, bar supervisor, coffee shop or restaurant supervisor, bottle shop supervisor.

Indicative job functions at this level include:

- ordering, receiving and issuing cellar stock; maintenance and development of record keeping, stock control and stock rotation systems; use and maintenance of cellar equipment; recognition and correction of faults
- preparation and presentation of a wide variety and different styles of cocktails; development and costing of innovative drink recipes; assisting in the design and promotion of cocktail lists
- training and day to day supervision of staff in a bar, coffee shop or restaurant.

Food and Beverage Attendant Grade 5

Definition Wage Level 5

Food and Beverage Attendant Grade 5 shall mean 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.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Classifications which are currently used for staff at this level include silver service waiter, Chef De Rang.

A person at Grade 5 would undertake specialised skilled waiting duties in a fine dining room or restaurant in addition to job functions performed at a lower level. Such specialised duties may include:

- serving food using silver service techniques
- arranging, preparing and serving food and beverages from trolleys

- gueridon cooking and carving.

Food and Beverage Attendant Grade 6

Definition Wage Level 6

Food and Beverage Attendant Grade 6 shall mean 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.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Classifications which are currently used for staff at this level include head bar attendant, (bar(s) supervisor, Head Waiter, maitre'd, restaurant supervisor.

In addition to undertaking some of the job functions of lower levels, a person at this level would have functions such as:

- undertaking budgeting, staff costing and operational reporting
- preparing staff rosters
- initial menu planning
- maintaining service standards.

GUEST SERVICES STREAM

Guest Service Attendant Grade 1

Definition Wage Level 1

Guest Service Attendant Grade 1 shall mean an employee who performs any of the following:

- laundry and/or linen duties which may include minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials
- the collection and delivery of guests' personal dry cleaning and laundry, linen and associated materials to and from accommodation areas
- performs general cleaning duties.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Classifications which are currently used for staff at this level include Laundry Attendant, laundry valet, seamstress, uniform attendant, houseman, public area cleaner, bell desk, housemaid.

Indicative job functions at this level include:

- sorting, washing, rolling, folding and counting of all guest linen
- collection and return of all items of guests' personal laundry and dry cleaning; assisting in the laundry
- repair and maintenance of resort materials such as linen and staff uniforms
- the control, cleaning, storing and distribution of staff uniforms
- delivery and collection of housekeeping and resort items to all areas of the hotel
- cleaning, dusting and polishing of all public and/or back of house areas within the resort.

Guest Service Attendant Grade 2

Definition Wage Level 2

Guest Service Attendant Grade 2 shall mean an employee who has not achieved the appropriate level of training and who is engaged in any of the following:

- servicing accommodation areas and cleaning thereof
- receiving and assisting guests at the entrance to the resort
- driving a passenger vehicle or courtesy bus
- transferring guests' baggage to and from rooms
- assisting in the dry cleaning process
- cleaning duties using specialised equipment and chemicals
- providing butler services such as food, beverage and personalised guest service.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Classifications which are currently used for staff at this level include room attendant, bellboy/porter, driver, dry cleaning attendant, butler.

Indicative job functions at this level include:

- daily cleaning and servicing of guest accommodation
- greeting guests, arranging transport, delivery and collection of guest luggage
- collecting and delivering guests' and resort personnel and goods
- assisting in basic dry cleaning process within the dry cleaning areas
- offering a personalised service to guests in service of food and beverage and in maintaining and caring of guest belongings.

Guest Service Attendant Grade 3

Definition Wage Level 3

Guest Service Attendant Grade 3 shall mean an employee who has the appropriate level of training and who is engaged in any of the following:

- supervising guest service employees of a lower level
- providing butler services such as food, beverage and personalised guest service
- major repair of linen and/or clothing including basic tailoring and major alterations and refitting
- dry cleaning.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Classifications which are currently used for staff at this level include housekeeper, floor supervisor, housemaid in charge, senior bellboy/porter, butler, tailor, unqualified dry cleaner.

Indicative job functions at this level include:

- checking standards of rooms and day to day supervising and training of room attendants
- day to day supervising and training of uniform
- providing butler services to guests and assisting in training new employees
- undertaking major repair of linen and/or clothing including basic tailoring and major alterations and refitting
- dry cleaning and pressing of guest clothing and employees' uniforms.

Guest Service Attendant Grade 4

Definition Wage Level 5

Guest Service Attendant Grade 4 shall mean an employee who has completed an apprenticeship or who has passed the appropriate trade test or otherwise has the appropriate level of training who performs the work of a tradesperson in dry cleaning, tailoring or as a butler.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

All Trade qualified positions:

Qualified Dry Cleaner:

Performs general and specialised dry cleaning duties within a hotel, caring for guest clothing and employee uniforms.

Qualified Tailor:

Performs full tailoring duties, including cutting and preparing fitted uniforms for employees.

Qualified Butler:

Performs full butlering services for guests personalised guest service and highly skilled food and beverage service. Has completed a waiting apprenticeship or the equivalent.

Guest Service Supervisor

Definition Wage Level 6

Guest Service Supervisor shall mean 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.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Classifications which are currently used for staff at this level include housekeeper (in medium sized resorts), housekeeping supervisor (responsible for a number of floors or a section of the housekeeping area in a large resort), laundry supervisory, butler supervisor, chief butler, porter/bell desk supervisor, assistant concierge.

In addition to undertaking some of the job functions of lower levels, a person at this level may undertake functions such as:

- undertaking budgeting, staff costing and operational reporting
- preparing staff rosters
- overall training and supervision of employees in the area
- maintaining service standards.

Sales/Retail Attendant Grade 1

Definition Wage Level 3

Sales/Retail Attendant Grade 1 shall mean an employee who is responsible for stock control, handling of monies and general sales in resort sales outlets.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Classifications which are currently used for staff at this level include shop assistant, retail assistant, sales assistant.

Indicative job functions at this level include:

- supply of goods
- receipt of monies
- attending to customer requirements
- cleaning
- stock control

- delivery duties
- waiting duties

Sales/Retail Attendant Grade 2

Definition Wage Level 6

Sales/Retail Attendant Grade 2 shall mean an employee who supervises staff at a lower level and is responsible for the management of a retail/sales area.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Classifications which are currently used for staff at this level include shop manager, shop supervisor, supervisor.

Indicative job functions at this level include:

- supervising and managing the work of other employees
- auditing of cash
- security
- training of retail/sales assistant
- promotional/marketing activities

Night Cleaner

Definition Wage Level 2

Night Cleaner shall mean an employee who has achieved the following level of training and who is engaged in any of the following:

- Servicing resort areas and general cleaning thereof
- Cleaning duties using specialised equipment and chemicals
- Maintenance and security of guest belongings

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Classifications which are currently used for staff at this level include night cleaner, night attendant.

Job functions at this level include:

- general cleaning duties
- security
- service of resort areas and cleaning thereof.

Hairdresser

Definition Wage Level 5

Hairdresser shall mean an employee with appropriate trade qualifications who is engaged in hairdressing tasks.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Classifications which are currently used for staff at this level include hairdresser.

Indicative job functions at this level include:

- cutting of guest and staff hair
- hair styling

- associated tasks.

Nurse

Definition Wage Level 7

Nurse shall mean an employee who possesses the appropriate training as a registered nurse.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Classifications which are currently used for staff at this level include registered nurse, first aid attendant.

Indicative job functions at this level include:

- stock and control of first aid/clinic room
- provision of first aid services to guests and staff
- health training.

Child Care Attendant Grade 1

Definition Wage Level 2

Child Care Attendant Grade 1 shall mean an employee who is responsible for caring and supervision of children of all age groups and maintaining standard of hygiene.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Classifications which are currently used for staff at this level include childcare attendant and nursery attendant.

Indicative job functions at this level include:

- set up and implement activities, songs, excursions and stories
- prepare food, feed children and organise sleep time
- liaise with parents and attain information on each child
- clean and maintain nursery/centre

Example of required educational level:

- Nanny course/Certificate
- Previous on-job training
- Certificate in Child Care.

Child Care Attendant Grade 2

Definition Wage Level 4

Child Care Attendant Grade 2 shall mean an employee who cares and supervises children of all age groups, maintains standard or hygiene and has ability to monitor stock and deal with problems. Support the nursery/centre supervisor with program flow.

EXAMPLE CLASSIFICATIONS FUNCTIONS:

Classifications which are currently used for staff at this level include childcare attendant and nursery attendant.

Indicative job functions at this level include:

- activities as Grade 1, plus
- ability to handle large groups
- supervise staff

- higher standard of first aid and able to administer to childhood illness and emergency treatments
- stock control and ordering
- guest liaison.

Qualifications at this level:

- Bachelor of Teaching - Early Education
- Diploma of Teaching
- Bachelor Education
- Advanced Certificate Child Care
- Associate Diploma in Child Care

Child Care Supervisor

Definition Wage Level 6

Child Care Supervisor shall mean an employee who is responsible for management of nursery/centre, staff and children - organisation - purchasing/ordering plus hygiene standards and selection of staff.

EXAMPLE CLASSIFICATIONS FUNCTIONS:

Classifications which are currently used for staff at this level include childcare supervisor and nursery manager. Indicative job functions at this level include:

- supervision and direction of staff
- stock control/ordering/price enquiries
- rosters
- appraisals/reports on staff
- formulate forms
- devising programs, activities and organise information sheets
- extensive liaison with parents.

Qualifications:

- As for Grade 2 but greater experience

ADMINISTRATION SERVICES STREAM

Administration Services Grade 1

Definition Wage Level 1

Administration Services Grade 1 shall mean an employee engaged in:

- basic clerical work or a routine nature
- collating, filing, photocopying and delivering messages

EXAMPLE CLASSIFICATIONS FUNCTIONS:

Classifications which are currently used for staff at this level include junior clerk and clerical assistant.

Administration Services Grade 2

Definition Wage Level 2

Administration Services Grade 2 shall mean an employee engaged in:

- general clerical and front office duties

- operation of telephone or switchboard facilities
- typing, basic data entry
- computerised cashiering
- operation of TAB facilities.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Classifications which are currently used for staff at this level include clerk, data entry operator, telephonist, cashier and front office employee.

Administration Services Grade 3

Definition Wage Level 3

Administration Services Grade 3 shall mean an employee who has the appropriate level of training and is engaged as a night auditor, cashier or assisting in front office duties of reservations and registration of guests, including basic work processing.

Administration Services Grade 4

Definition Wage Level 4

Administration Services Grade 4 shall mean an employee who has the appropriate level of training and is engaged in significant front office duties such as reservation and registration of guests or carrying out general secretarial and/or stenographic duties including word processing, data entry or clerical duties (including assisting in payroll preparation) requiring experience of an advanced nature.

Administration Services Grade 5

Definition Wage Level 5

Administration Services Grade 5 shall mean an employee who has the appropriate level of training and is engaged in specialised secretarial duties and other duties including clerical work requiring experience in complex duties and may be responsible for the guidance of other office personnel including juniors, and may check and allocate their work, or who is engaged in training and supervision of office employees at a lower grade/s.

Administration Services Grade 6

Definition Wage Level 6

Administration Services Grade 6 shall mean 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 front office or clerical employees.

Security Officer

Definition Wage Level 5

Security Officer shall mean an employee who achieves the appropriate level of training and who is responsible for the security of keys and the general security of the resort including the safety and welfare of resort guests.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Classifications which are currently used for staff at this level include security officer.
Indicative job functions at this level include:

ensuring all guests maintain appropriate dress codes

- checking security of resort offices
- ensuring non-public areas are secure
- control of all keys
- training

- ensuring safety and welfare of resort guests.

Stores Grade 1

Definition Wage Level 1

Stores Grade 1 shall mean an employee engaged in:

- receipt and storage of general stores including perishables
- cleaning of store area
- issuing stores.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Classifications currently in use for staff at this level include storeperson, stores assistant.

Stores Grade 2

Definition Wage Level 2

Stores Grade 2 shall mean an employee who, in addition to the duties for a Storeperson Grade 1 may also operate mechanical lifting equipment such as a forklift and/or may perform duties of a more complex nature.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Senior Storeperson/Driver:

Responsible for receiving, storing and transport of all goods received at the resort. May operate forklift equipment as part of the job. May be responsible for maintenance of stock records.

Stores Grade 3

Definition Wage Level 4

Stores Grade 3 shall mean an employee who has the appropriate level of training and who supervises the receipt and delivery of goods, and records outgoing stock and is responsible for the contents of a store.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Supervisor Storeperson/Driver:

- Responsible for the overall supervision and control of all activities in the stores areas.
- Responsible for training of storepersons.

RECREATION STREAM

Recreation Attendant Grade 1

Definition Wage Level 1

Recreation Attendant Grade 1 shall mean a person who acts as an assistant instructor, pool attendant and/or can be responsible for the setting up, distribution and care of equipment (including tasks incidental and peripheral to these activities), and the taking of bookings.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Classifications which are currently used for staff at this level include pool attendant, powerboat observer, recreational activities assistant, leisure facilities receptionist, gym equipment attendant, stablehand.

Indicative job functions at this level include:

- acting as an assistant instructor
- setting up, distributing and caring for equipment

- taking bookings and providing information on available activities
- testing pool and spa waters for optimal levels
- acting as a power boat observer
- doing basic testing.

Recreation Attendant Grade 2

Definition Wage Level 2

Recreation Attendant Grade 2 shall mean a person who has the appropriate level of training and takes classes and/or directs activities in resort recreational sporting areas, health clubs and swimming pools or an employee who holds current qualification as a Dive Master as recognised by the major international dive training agencies and is employed in the supervision of recreational diving and related activities.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Classifications which are currently used for staff at this level include aerobic instructor, tour guide, water sports instructor, tennis coach, power boat driver, Certified Diver/Dive Master, assistant scuba instructor, deckhand, assistant activities co-ordinator.

Indicative job functions at this level include:

- taking classes
- directing recreational and leisure activities such as bushwalking tours
- developing programs for individual guests
- recreational snorkelling and scuba
- supervising diving activities
- driving dive boats
- safety instruction
- performing deckhand duties on boats.

Recreation Attendant Grade 3

Definition Wage Level 3

Recreation Attendant Grade 3 shall mean a person who has the appropriate level of training, who plans and co-ordinates recreational leisure activities for guests and may supervise other recreation attendants.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Classifications which are currently used for staff at this level include activities supervisor, aerobics supervisor, water sports supervisor.

Indicative job functions at this level include:

- planning and co-ordinating recreational and leisure activities
- organising activity programs
- supervising and training recreation attendants.

Recreation Attendant Grade 4

Definition Wage Level 4

Recreation Attendant Grade 4 shall mean an employee who has the appropriate level of training and who performs duties which involve Coxswain/Boatman certification, or supervision of recreational diving activities at the level of Dive Instructor, who is an employee who holds current qualifications as a diving instructor as recognised by the major

international recreational dive training agencies and is employed as such providing a range of duties and activities associated with recreational diving, water sports and the provision of marine education programs.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Classifications which are currently used for staff at this level include coxswain, boat master, Dive Instructor.

Indicative job functions at this level include:

- operating marine vessels safely and according to standard operating procedures
- supervision of on board activities
- provision of marine education
- supervision of diving activities.

Recreation Attendant Grade 5

Definition Wage Level 5

Recreation Attendant Grade 5 - Supervisor shall mean a person who has the appropriate level of training and is appointed to supervise staff who provide services and perform duties at levels 4 and below.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Classifications which are currently used for staff at this level include co-ordinator, team leader, chief instructor, recreation supervisor.

Indicative job functions at this level include:

- co-ordinating and supervising staff involved in recreational services
- planning, arranging and controlling recreation schedules for guests
- liaison with other managers and supervisors
- department budgeting, planning and control
- training activities.

GARDENS AND GROUNDS STREAM

Gardens and Grounds Keeper Grade 1

Definition: Wage Level 1

Gardens and Grounds Keeper Grade 1 shall mean an employee who carries out duties incidental to the maintenance of gardens and grounds at the resort.

Gardens and Grounds Keeper Grade 2

Definition: Wage Level 3

Gardens and Grounds Keeper Grade 2 shall mean an employee who has the appropriate training and performs duties as specified by a supervisor or head greenkeeper and is responsible, under direction, for gardening and greenkeeping activities.

Gardens and Grounds Keeper Grade 3 (Tradesperson)

Definition: Wage Level 5

Gardens and Grounds Keeper Grade 3 shall mean an employee who has completed the required trade training who is responsible for the performance of maintenance, laying down, preparation of gardens and areas either unsupervised or under the direction of the head greenkeeper.

Gardens and Grounds Keeper (Leading Hand)

Definition: Wage Level 6

Gardens and Grounds Keeper (Leading Hand)/Team Leader shall mean an employee with trade qualifications who is engaged to perform a range of duties and responsibilities associated with the direction and management of resort gardens and grounds.

TECHNICAL SERVICES STREAM

Technical Services Operator

Definition Wage Level 1

Technical Services Operator shall mean an employee not being a tradesperson who in addition to other duties within the employee's competence performs minor repairs and/or maintenance in or about the resort.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Classifications which are currently used for staff at this level include handyperson, Maintenance Person.

Technical Services Operator

Definition Wage Level 2

Technical Services Operator shall mean an employee who is not a tradesperson and whose duties include the performance of routine repair work and maintenance in and about the resort.

Operators' Assistant - Treatment Plants shall mean those employees (other than operators, assistant operators, tradesmen and attendants) regularly employed to perform all general duties and to assist the operator in the operation of water treatment and sewerage plants.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Classifications which are currently used for staff at this level include Maintenance Person, trades assistant, operator's assistant - treatment plants.

Technical Services Operator (Tradesperson)

Definition Wage Level 5

Technical Services Operator (Tradesperson) shall mean an employee who has completed a recognised apprenticeship or who possesses the appropriate trade test and who is engaged in one of the recognised maintenance trades.

Water Treatment Plant Operator shall mean a person so appointed who is required to carry out all or any of the duties associated with the operation and general maintenance of water treatment facilities, pilot works, ancillary equipment and such other duties that may arise on the plant from time to time.

Sewerage Treatment Plant Operator shall mean an employee so appointed who is required to carry out all or any of the duties associated with the operation and general maintenance of sewerage treatment facilities, pilot works, ancillary equipment and such other duties that may arise on the plant from time to time.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Classifications which are currently used for staff at this level include Maintenance Person, plumber, fitter, electrician, carpenter, tradesperson, boilermaker, water treatment plant operator, sewerage treatment plant operator.

Technical Services Operator (Leading Hand)

Definition: Wage Level 6

Technical Services Operator (Leading Hand) shall mean an employee who has completed a recognised apprenticeship or who possesses the appropriate trade test and who is engaged in one of the recognised maintenance trades in a Leading Hand/Team Leader position.

EXAMPLE CLASSIFICATIONS AND FUNCTIONS:

Classifications which are currently used for staff at this level include leading hand, Maintenance Person, plumber, fitter, electrician, carpenter, tradesperson, boilermaker.

SCHEDULE 2

- (A) This Schedule sets out the rates of pay applicable to those persons engaged as tradespersons performing trades work or other eligible employees performing specialist duties on Kingfisher Bay Resort and Village.

This Schedule does not apply to tradespeople or other eligible employees (as defined) employed by contractors or subcontractors. For the purposes of Schedule 2 Tradesperson, shall mean an employee who holds a 'Trade Certificate' or a 'Tradesperson's Rights Certificate' and is employed to perform trades work regulated (prior to the operation of this provision) by the (i) Building Products, Manufacture and Minor Maintenance Award - State 2002, and (ii) the Engineering Award - State 2002.

(B) Contract of Employment

In addition to the conditions of clause 4.1.1 (Contract of employment) of this Award, an employee as defined in (A) above who is engaged shall be advised as to which category of roster is applicable, i.e. (i) 7 day roster/rate; or (ii) 5 day roster/rate.

(C) Definitions

- (i) 7 day roster/rate (employees working any 5 out of 7 days): For the purposes of this provision shall denote an annualised rate of pay inclusive of:

- Three \$8.00 safety net adjustments
- Two hours overtime per week calculated at the appropriate rate
- Shift loadings
- Public holidays
- Week-end penalties

- (ii) 5 day roster/rate (employees working Monday to Friday only): For the purposes of this provision shall denote an annualised rate of pay inclusive of:

- Three \$8.00 safety net adjustments
-
- Two hours overtime per week calculated at the appropriate rate
-
- Shift loadings
-
- Public Holidays

(D) Rates of Pay

- (i) Persons engaged on a 7 day roster/rate shall be paid \$39,653 per annum.
- (ii) Persons engaged on a 5 day roster/rate shall be paid \$37,182 per annum.

(E) Savings

No current employee should suffer a reduction in wages as a result of the introduction of this provision.

Dated 1 July 2003.

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

Operative Date: 1 September 2003