

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**OFF-SHORE ISLAND RESORTS AWARD - STATE 2005**

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Off-Shore Island Resorts Award - State 2005 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Off-Shore Island Resorts Award - State 2005 as at 1 September 2010.

Dated 1 November 2010.

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

**OFF-SHORE ISLAND RESORTS AWARD - STATE 2005**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Off-Shore Island Resorts Award - State 2005.

**1.2 Arrangement**

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**1.3 Date of operation**

This Award takes effect from 27 May 2005.

**1.4 Award coverage**

1.4.1 Notwithstanding any provisions to the contrary contained in any award, this Award shall apply to the following employers and any assignee, transmittee or successor whether by transmission of business, transfer of a calling or other legal operation from one of the following employers:

Club Crocodile Holdings Limited trading as Club Crocodile Long Island - ACN - 010 715 901  
 Holiday Villages (Australia) Pty Ltd trading as Club Med Lindeman Island - ACN - 003 758 610  
 Great! Keppel Island Resort Pty Limited trading as Great! Keppel Island Resort - ACN - 075 964 359  
 Mulpha Hotel Pty Ltd trading as Hayman Resort - ACN - 070 662 627  
 Lady Elliot Island Holdings Pty Ltd trading as Lady Elliot Island Reef Resort - ACN -010 563 005  
 Aresco Holdings Pty Ltd trading as Orpheus Island Resort ABN - 44 010 564 771

Bedarra Island Pty Ltd ABN - 67 010 255 811  
Brampton Island Pty Ltd - ABN - 64 081 108 198  
Dunk Island Pty Ltd - ABN - 35 000 033 456  
Heron Island Pty Ltd - ABN - 67 009 724 921  
Lizard Island Pty Ltd - ABN - 85 010 494 096

## **1.5 Definitions**

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

1.5.2 "Commission" means the Queensland Industrial Relations Commission.

1.5.3 "Coxswain" means an employee who is licensed by the Queensland Department of Transport Marine & Ports Division as a coxswain and who operates vessels within the limits of such license:

Provided that a 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.

1.5.4 "Full day off" means 24 hours clear off duty, from the time an employee's ordinary shift finishes or ceases.

1.5.5 "Union" means The Australian Workers' Union of Employees, Queensland.

## **1.6 Parties bound**

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

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

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

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

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

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

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

3.1.1 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industries covered by this Award and to enhance the career opportunities and job security of employees in such industries.

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

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

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

3.2.2 If the grievance or dispute is not resolved under clause 3.2.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.

3.2.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the

supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.2.5.

- 3.2.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.2.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.2.2 will not result in resolution of the dispute.
- 3.2.5 If, after discussion between the parties, or their nominees mentioned in clause 3.2.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.2.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.2.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.2.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.2.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.2.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

### **4.1 Employment categories**

4.1.1 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 either:
  - (i) full-time
  - (ii) part-time (as defined in clause 4.3)
  - (iii) casual (as defined in clause 4.4)
  - (iv) specific period/task
- (b) classification level;
- (c) ordinary hours of duty;
- (d) rate of pay, and
- (e) date of appointment.

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

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

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

4.3.1 A part-time employee is defined as an employee, of lesser number of hours than constitute full-time employment under this Award, who works not less than 12 ordinary hours per week and not more than 38 hours per week under this Award with a minimum payment of 3 hours per day with a regular number of ordinary hours per week. Part-time employees who work outside of their ordinary rostered hours are to be paid at overtime rates.

Any variations to work patterns for part-time employees are to be in accordance with Award provisions for full-time employees.

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

#### **4.4 Casual employment**

- 4.4.1 The casual rates are calculated on the basis of 50% in addition to the base rate. The additional 50% applies in substitution for all other entitlements contained in this Award with the exception of clause 5.4.1, and clause 5.5. The minimum period of engagement of a casual employee shall be 2 hours.

Clause 4.4.1 has been inserted as a result of an application to make this Award arising from the decision of the Full Bench of the Commission on 30 June 2004 (and published at (2004) 176 QGIG 479) to move to declare Industrial Agreements obsolete. Given the origin of clause 4.4.1 the provisions contained within it are not to be used as a precedent for any other matter whatsoever.

##### *4.4.2 Conversion to permanent*

- (a) A casual employee, who has been engaged on a regular and systematic basis and for several periods of employment under this Award during a period of 6 months, will thereafter have the right to elect to have their contract of employment converted to full-time employment or part-time employment if the employment is to continue beyond the conversion process.
- (b) Every employer of such an employee will give the employee notice in writing of the provisions of clause 4.4.2 within 4 weeks of the employee having attained such period of 6 months.
- (b) The employee retains their right of election under clause 4.4.2 if the employer fails to comply with clause 4.4.2(b).
- (c) Any such casual employee who does not within 4 weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment will be deemed to have elected against any such conversion.
- (d) Any casual employee who has a right to elect under clause 4.4.2, upon receiving notice under clause 4.4.2, or after the expiry of the time for giving such notice, may give 4 weeks' notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within 4 weeks of receiving such notice the employer will consent to or refuse the election but will not unreasonably so refuse. Any dispute about a refusal of an election to convert a contract of employment will be dealt with as far as practicable with expedition through the grievance procedure.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employer may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment the employer and employee in accordance with clause 4.4.2 will discuss and agree upon:
  - (i) which form of employment the employee will convert to, that is, full-time or part-time; and
  - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 4.3:

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number

of hours and times of work as previously worked, unless other arrangements are agreed upon between the employer and employee.

Following such agreement being reached, the employee will convert to full-time or part-time employment.

Where an employer refuses an election to convert, the reasons for doing so will be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.

Any dispute about refusal of an election to convert, or arrangements to apply to an employee converting from casual employment to full-time or part-time employment will be dealt with as far as practicable with expedition through the grievance procedure.

An employee must not be engaged and re-engaged to avoid any obligation under this Award.

#### **4.5 Mixed functions**

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

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

4.5.3 Any direction issued by an employer pursuant to the above paragraphs shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.5.4 *2 or more classes of work* - Where any person on any one day performs 2 or more classes of work to which a differential rate fixed by this Award is applicable, such person, if employed for more than 4 hours on the class or classes of work carrying a higher rate shall be paid in respect of the whole time during which the employee works on that day at the same rate, which shall be at the highest rate fixed by this Award in respect of any of such classes of work, and if employed for 4 hours or less on the class or classes of work carrying a higher rate, the employee shall be paid at such highest rate for 4 hours.

4.5.5 In recognition of the operational and efficiency requirements of respondent employers, and to create more varied, 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 on any work within their skill, competence and training consistent with the classification structure of this Award (subject to prevailing statutory requirements) 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 as required.

#### **4.6 Anti-discrimination**

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

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

4.6.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.2, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.6.3 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.

4.6.4 Nothing in clause 4.6 is to be taken to affect:

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

## **4.7 Termination of employment**

### *4.7.1 Termination by the employer*

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

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

- (b) In addition to the notice in clause 4.7.1(a), employees over 45 years of age at the time of giving of notice and with not less than 2 years' continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:
- Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) The period of notice in this subclause shall not apply to casual employees nor in the case of dismissal for misconduct (including dishonesty, intoxication or wilful disobedience) or other grounds that justify instant dismissal.

### *4.7.2 Notice of termination by employee*

- (a) 2 days' notice of termination is required to be given by the employee to the employer.
- (b) 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 ordinary time rate for the period of notice.

### *4.7.3 Casual employees*

No notice is required to be given by the employer or the employee to terminate the hourly contract of employment of a casual employee.

## **4.8 Introduction of changes**

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

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

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

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

- (a) The employer shall consult the employees affected and, where relevant, their union or unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.8.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

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

## **4.9 Redundancy**

### *4.9.1 Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their union or unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.9.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

### *4.9.2 Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.9.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.7.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.

### *4.9.3 Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.9.3, "business" includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

### *4.9.4 Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.9.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for



the purpose of seeking other employment.

- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 4.9.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.9.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

#### 4.9.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.7.1(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.9.1(a), shall be entitled to the following amounts of severance pay:

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

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

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

#### 4.9.7 *Superannuation benefits*

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

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

#### 4.9.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.9.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

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

#### 4.9.9 *Alternative employment*

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

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

Clause 4.9 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

#### 4.9.11 *Employees exempted*

Clause 4.9 shall not apply:

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

#### 4.9.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.9 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A "company" shall be defined as:
  - (i) a company and the entities it controls; or
  - (ii) a company and its related company or related companies; or
  - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

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

- (a) The provisions of clause 4.9.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
  - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
  - (ii) where the employee rejects an offer of employment with the transmittee:
    - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
    - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.9.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.9.14 *Incapacity to pay*

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

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

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

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

## 5.1 Definitions of classifications

### 5.1.1 Food And beverage kitchen stream

#### (a) Kitchen Attendant Grade 1

Definition: Salary Level 1

Kitchen Attendant Grade 1 means an employee engaged in:

- (i) general cleaning duties within a kitchen or food preparation area and scullery, including the cleaning of cooking and general utensils used in a kitchen and restaurant;
- (ii) assisting employees who are cooking;
- (iii) assembly and preparation of ingredients for cooking;
- (iv) general pantry duties.

#### (A) 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.

#### (b) Kitchen Attendant Grade 2

Definition: Salary Level 2

Kitchen Attendant Grade 2 means an employee who has the appropriate level of training and who is engaged in specialised non-cooking duties in a kitchen or food preparation area, or supervision of Kitchen Attendants.

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 silverware. 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.

#### (c) Kitchen Attendant Grade 3

Kitchen Attendant Grade 3 means an employee who with the appropriate level of training including a supervisory course has the responsibility for the supervision, training and coordination 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.

(d) Cook Grade 1

Definition: Salary Level 2

Cook Grade 1 means an employee who carries out cooking of breakfasts and snacks, baking, pastry cooking or butchery.

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 items 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.

(e) Cook Grade 2

Definition: Salary Level 3

Cook Grade 2 means an employee who has the appropriate level of training and who performs cooking duties including cooking, baking, pastry cooking or butchery.

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 varied a la carte menu, using fresh ingredients.

(f) Cook (Tradesperson) Grade 3

Definition: Salary Level 5

Cook (Tradesperson) Grade 3 means a Commis Chef or equivalent who has completed an apprenticeship or who has passed the appropriate trade level and who is engaged in cooking, baking, pastry cooking or butchery 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, butchery, main kitchen, banqueting

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

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

(g) Cook (Tradesperson) Grade 4

Definition: Salary Level 6

Cook (Tradesperson) Grade 4 means 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.

(h) Cook (Tradesperson) Grade 5

Definition: Salary Level 7

Cook (Tradesperson) Grade 5 means a Chef de Partie or equivalent who has completed an apprenticeship or has passed the appropriate trade test in cooking, butchering, baking or pastry cooking and has completed additional appropriate training who performs any of the following:

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.

5.1.2 *Food and beverage service stream*

(a) Food and Beverage Attendant Grade 1

Definition: Salary Level 1

Food and Beverage Attendant Grade 1 means an employee who is 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 classification 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.

(b) Food and Beverage Attendant Grade 2

Definition: Salary Level 2

Food and Beverage Attendant Grade 2 means 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; cleaning tables; finalising accounts.

checking case floats; preparing guest accounts; giving change; reconciling cash, credit card transactions and guest accounts.

preparing and serving simple snacks.

(c) Food and Beverage Attendant Grade 3

Definition: Salary Level 3

Food and Beverage Attendant Grade 3 means 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 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.

(d) Food and Beverage Attendant Grade 4

Definition: Salary Level 4

Food and Beverage Attendant Grade 4 means 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.

(e) Food and Beverage Attendant Grade 5

Definition: Salary Level 5

Food and Beverage Attendant Grade 5 means an employee who has completed an apprenticeship in waiting or who has passed the appropriate trade test and as such carries out specialised skilled duties in a fine dining room or restaurant.

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.

(f) Food and Beverage Supervisor Grade 6

Definition: Salary Level 6

Food and Beverage Supervisor Grade 6 means an employee who has the appropriate level of training including a supervisory course and who has the responsibility for supervision, training and coordination 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

### 5.1.3 *Guest services stream*

(a) Guest Service Attendant Grade 1

Definition: Salary Level 1

Guest Service Attendant Grade 1 means 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, horseperson, public area cleaner, bell desk, houseperson.

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

(b) Guest Service Attendant Grade 2

Definition: Salary Level 2

Guest Service Attendant Grade 2 means 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 of 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, 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 guest in service of food beverage and in maintaining and caring of guest belongings.

(c) Guest Service Attendant Grade 3

Definition: Salary Level 3

Guest Service Attendant Grade 3 means 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, houseperson in charge, senior porter, butler, 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 or laundry staff

providing butler services to guests and assisting in training new employees

undertaking major repair of linen and/or clothing including basic tailoring and or alterations and refitting  
dry cleaning and pressing of guest clothing and employees' uniforms

(d) Guest Service Attendant Grade 4

Definition: Salary Level 5

Guest Service Attendant Grade 4 means an employee who has completed an apprenticeship or who has passed the appropriate trade test or otherwise has the appropriate level of training 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 an 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 offering personalised guest service and highly skilled food and beverage service. Has completed a waiting apprenticeship or the equivalent.

(e) Guest Service Supervisor

Definition: Salary Level 6

Guest Service Supervisor means an employee with the appropriate level of training including a supervisory course, who supervises, trains and coordinates the work of employees engaged in a housekeeping department.

Example classifications and functions:

Classifications which are currently used to 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

maintaining service standards

(f) Sales/Retail Attendant Grade 1

Definition: Salary Level 3

Sales/Rental Attendant Grade 1 means 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

(g) Sales/Retail Attendant Grade 2

Definition: Salary Level 6

Sales/Rental Attendant Grade 2 means 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

(h) Night Cleaner

Definition: Salary Level 2

Night Cleaner means 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

(i) Hairdresser/Beautician/Beauty Therapist

Definition: Salary Level 5

Hairdresser means an employee with appropriate trade qualifications who is engaged in hairdressing

tasks.

Beautician means an employee with appropriate trade qualifications who is engaged as a Beautician.

Beauty Therapist means an employee with appropriate trade qualifications who is engaged to perform work in or in association with a "health spa" or "beauty spa" operated by the employer. Provided that this definition shall not be read to include an employee engaged primarily in cleaning duties within a "health" or "beauty" spa.

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
- therapeutic massage
- manicures
- pedicures
- facials etc.
- associated tasks

(j) Nurse

Definition: Salary Level 7

Nurse means 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, nurse, first aid attendant.

Indicative job functions at this level include:

stock and control of first aid clinic/room

provision of first aid services and/or nursing duties/services to guests and staff

health training

(k) Child Care Attendant Grade 1

Definition: Salary Level 2

Child Care Attendant Grade 1 means an employee who is responsible for the caring and supervision of children of all age groups and maintaining standards of hygiene.

Example classifications functions:

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

Indicative job functions at this level include:

set up and implement activities, songs, excursions and stores

prepare food, feed children and organise sleep time

liaise with parents and attain information on each child

basic first aid

clean and maintain nursery/centre

Education level required:

to be an adult (i.e. more than 18 years of age)

or

successfully completed Year 12 at secondary school

or

be at least 17 and undertaking, or have completed a child care practice certificate (from TAFE)

or

be a child care trainee (Australian Traineeship Scheme) who is at least 17.

(l) Child Care Attendant Grade 2

Definition: Salary Level 4

Child Care Attendant Grade 2 means an employee who cares and supervises children of all age groups, maintains standards of hygiene and has the 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 child care attendant and nursery attendant.

Indicative job functions at this level include:

activities as Grade 1, plus

to ensure that a developmentally appropriate program is planned and implemented for each child; and

to assess the needs of each child and monitor the child's progress; and

to maintain effective communication with a parent of each child in the group that the person leads

Qualifications required:

post-secondary course of at least 2 years in early childhood studies

or

a registered nurse who is enrolled in or who has completed an appropriate bridging course in early childhood studies

(m) Child Care Assistant Supervisor

Definition: Salary Level 5

Child Care Assistant Supervisor means an employee who assists the Child Care Supervisor in managing the nursery/centre, staff and children - organisation - purchasing/ordering - hygiene standards - performs functions of the Child Care Supervisor when the Supervisor is absent.

Indicative job functions at this level include;

to supervise the programs and the quality of care that the service provides

to maintain the services policies and practices

to maintain effective communication with staff and parents

to maintain effective liaison with other agencies in the community

to maintain the child care centre's records

Qualifications required:

post-secondary course of at least 2 years in early childhood studies (e.g. TAFE), and  
years employment in early childhood profession

(n) Child Care Supervisor

Definition: Salary Level 6

Child Care Supervisor means 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 child care supervisor and nursery manager.

Indicative job functions at this level include:

to supervise the programs and the quality of care that the service provides

to maintain the service's policies and practices

to establish a process for the recruitment, orientation and support of staff

to identify and assist in meeting in-service training needs of staff

to establish and maintain effective communication systems with staff and parents

to establish and maintain liaison with other agencies in the community

to maintain the child care centre's records

Qualifications required:

Long Day or Occasional Care Centre - licensed capacity more than 30 children

tertiary course at least 3 years in early childhood studies

Limited Hours or Long Day or Occasional Care Centre - licensed capacity 30 children or less

post-secondary course of at least 2 years in early childhood studies (e.g. TAFE) and employed in early childhood for at least 5 years or at least 3 years employment as a group leader

5.1.4 *Administration services stream*

(a) Administration Services Grade 1

Definition: Salary Level 1

Administration Services Grade 1 means an employee engaged in:

basic clerical work of 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.

(b) Administration Services Grade 2

Definition: Salary Level 2

Administration Services Grade 2 means 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.

(c) Administration Services Grade 3

Definition: Salary Level 3

Administration Services Grade 3 means 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 word processing.

(d) Administration Services Grade 4

Definition: Salary Level 4

Administration Services Grade 4 means 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 secretaries and/or stenographic duties including word processing, data entry or clerical duties (including assisting in payroll preparation) requiring experience of an advanced nature.

(e) Administration Services Grade 5

Definition: Salary Level 5

Administration Services Grade 5 means an employee who has the appropriate level of training and is engaged in specialised secretaries 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).

(f) Administration Services Grade 6

Definition: Salary Level 6

Administration Services Grade 6 means an employee who has the appropriate level of training including a supervisory course and who is responsible for the supervision, training and coordination of front office or clerical employees.

(g) Security Officer

Definition: Salary Level 5

Security Officer means 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

(h) Stores Grade 1

Definition: Salary Level 1

Stores Grade 1 means 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.

(i) Stores Grade 2

Definition: Salary Level 2

Stores Grade 2 means 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.

(j) Stores Grade 3

Definition: Salary Level 3

Stores Grade 3 means 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

#### 5.1.5 *Recreation stream*

(a) Recreation Attendant Grade 1

Definition: Salary Level 1

Recreation Attendant Grade 1 means a person who acts as an assistant instructor, pool attendant and/or can be responsible for the setting up, distribution and care of equipment (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, power boat 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

(b) Recreation Attendant Grade 2

Definition: Salary Level 2

Recreation Attendant Grade 2 means a person who has the appropriate 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 aerobics instructor, tour guide, water sports instructor, tennis coach, power boat driver, a certified diver/divermaster, assistance scuba instructor, deckhand, assistant activities coordinator.

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

(c) Recreation Attendant Grade 3

Definition: Salary Level 3

Recreation Attendant Grade 3 means an employee who has the appropriate level of training who plans and coordinates 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 coordinating recreational and leisure activities  
organising activity programs  
supervising and training recreation attendants

(d) Recreation Attendant Grade 4

Definition: Salary Level 4

Recreation Attendant Grade 4 means an employee who has the appropriate level of training and who performs duties which involve Coxswain 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 coxswain, boatmaster, 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

(e) Recreation Attendant Grade 5

Definition: Salary Level 5

Recreation Attendant Grade 5 means 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 coordinator, team leader, chief instructor, recreation supervisor.

Indicative job functions at this level include:

coordinating 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

#### 5.1.6 *Gardens and grounds stream*

(a) Gardens and Groundskeeper Grade 1

Definition: Salary Level 1

Gardens and Groundskeeper Grade 1 means an employee who carried out duties incidental to the maintenance of gardens and grounds at the resort.

(b) Gardens and Groundskeeper Grade 2

Definition: Salary Level 3

Gardens and Groundskeeper Grade 2 means 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.

(c) Gardens and Groundskeeper Grade 3 (Trade Equivalent)

Definition: Salary Level 5

Gardens and Groundskeeper Grade 3 means an employee who has successfully completed a certificate in

horticultural practices (or equivalent) requiring a minimum one year's full time study and is responsible for the performance of maintenance, laying down, preparation of gardens and areas either unsupervised or under the direction of the Head Greenkeeper.

Further, an employee at this level would be expected to demonstrate a high degree of competency in the abovementioned areas gained through a minimum of 12 months industry experience.

(d) Gardens and Groundskeeper Grade 5 (Leading Hand)

Definition: Salary Level 6

Gardens and Groundskeeper (Leading Hand/Team Leader) means an employee with recognised trade qualifications and/or a certificate in horticultural practices (or equivalent) requiring a minimum 1 year's full time study who is engaged to perform a range of duties and responsibilities associated with the direction and management of resort gardens and grounds.

Further, an employee at this level would be expected to demonstrate a high degree of competency in the abovementioned areas gained through a minimum of 36 months industry experience.

5.1.7 *Technical services stream*

(a) Technical Services Operator

Definition: Salary Level 1

Technical Services Operator means 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, including the collection, sorting, storing and distribution of refuse.

Example classifications functions:

Classifications which are currently used for staff at this level include handyperson, maintenance person, refuse worker.

(b) Technical Services Operator

Definition: Salary Level 2

Technical Services Operator means an employee who is not a tradesperson and whose duties include the performance of routine repair work and maintenance in and about the resort, including the collection, sorting, storing and distribution of refuse via the use of specialised machinery (i.e. garbage truck etc.)

Operator's Assistant - Treatment Plants means a person so appointed who is required to carry out general duties associated with the operation and maintenance of water treatment facilities, sewerage treatment facilities, pilot works, ancillary equipment and such other duties as may be reasonably required.

Example classifications functions:

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

(c) Technical Services Operator

Definition: Salary Level 5

Water Treatment Plant Operator means a person so appointed who is certified as being competent by the (Water) Industry Training Advisory Body and who has successfully completed a course approved by the aforementioned body in water treatment plant operations (or equivalent).

Such a person shall be required to carry out all or any of the duties associated with or in connection 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 means a person so appointed who is certified as being competent by the (Water) Industry Training Advisory Body and who has successfully completed a course approved by the aforementioned body in sewerage treatment plant operations (or equivalent).

Such a person shall be required to carry out all or any of the duties associated with or in connection 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.

Building, Engineering and Grounds Tradespersons means a person who holds a Trade Certificate or a Tradesperson's Rights Certificate and is employed to perform trades work.

## 5.2 Wage rates

5.2.1 The rate of wages to be paid to the undermentioned employees shall be as follows:

Total salary

Salary Level	Percentage relativity %	Base wage per week \$
Level 7	110.2	724.90
Level 6	103.8	695.90
Level 5	100.0	682.00
Level 4	89.4	637.50
Level 3	86.9	626.90
Level 2	84.8	617.40
Level 1	81.4	602.00

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

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

## 5.3 Payment of wages

All wages shall be paid in full in the employers' 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 Allowances

### 5.4.1 *Late work allowance*

- (a) All ordinary time worked by weekly and part-time employees between 8.00 p.m. and 6.00 a.m. Monday to Friday shall attract an additional late work allowance of \$1.6285 per hour or part of an hour payable to the nearest quarter of an hour.
- (b) In addition to all other amounts payable to casual employees, casuals shall be paid a late work allowance of \$1.6285 per hour or part of an hour payable to the nearest quarter of an hour for ordinary work performed between 11.00 p.m. and 5.00 a.m. Monday to Friday inclusive.
- (c) The allowances contained in clauses 5.4.1(a) and (b) do not apply to overtime, weekend work or work on public holidays where special rates apply.

### 5.4.2 *Tool allowance*

Where an employee is engaged to perform trades work and is requested to provide their own tools by the employer on an Off Shore Island Resort, then that employee shall be paid in addition to their wage an amount of "tool allowance" in addition to their wage. Tool allowances are not paid during periods of annual leave or long service leave. Allowances shall be paid in accordance with the table below.

Tradesperson calling

Weekly tool allowance

Welder, fitter, motor mechanic, refrigeration mechanic, electrical fitter, electrical mechanic, panel beater, metal worker, motor cycle mechanic, sheet metal worker 1st class, outboard motor mechanic	\$18.44
Chefs, cooks	\$8.42
Carpenter and/or joiner	\$21.52
Plumber	\$21.52
Plasterer and tiler	\$17.66

#### 5.4.3 Sewerage allowance

- (a) Where an employee is directed to perform work necessitating contact with either raw sewerage (such as that found flowing through sewer lines, drains and pipes), or sewerage under treatment (such as effluent contained within a sewerage treatment plant or similar) then such an employee shall be deemed to be working in direct physical contact with live sewerage and shall be paid 125% of the appropriate hourly rate for all time spent working in such conditions.
- (b) Where an employee is directed to perform work, in, around, above or below "raw sewerage" or "sewerage under treatment" (as defined in clause 5.4.3(a)) and the only direct contact is via frequent "splashes" then such employees shall be deemed to be working in direct physical contact with live sewerage and shall be paid 125% of the appropriate hourly rate for all time spent working in such conditions.
- (c) Clauses 5.4.3(a) and (b) shall not apply to work performed by plumbers, sewerage treatment plant operators and assistants, or any other employee engaged to principally carry out such work.

#### 5.4.4 First aid allowance

Employees who are appointed in writing to be the first aid officer are entitled to receive a weekly allowance equivalent to 5% of their weekly wage.

#### 5.4.5 Divisional and District allowances

The following shall be the Divisional and District allowances

- (a) Divisional Allowances - Employees in the Mackay Division shall be paid 90c per week and employees in the Eastern District of the Northern Division \$1.05 per week in addition to the rates prescribed in the Award.

### 5.5 Superannuation

5.5.1 *Application* - In addition to the rates of pay prescribed in clause 5.1, eligible employees (as defined in clause 5.5.3(b)) shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.5.

#### 5.5.2 Contributions

- (a) Amount - Every employer shall contribute on behalf of each eligible employee, an amount calculated at 9% of the employee's ordinary time earnings, into an approved fund (as defined in clause 5.5.3(a)). Each such payment of contributions shall be rounded off to the nearest 10 cents.
- (b) Regular payment - The employer shall pay such contributions to the credit of each eligible employee at least once each calendar month or in accordance with the requirements of the approved fund trust deed.
- (c) Minimum level of earnings - No employer shall be required to pay superannuation contributions on behalf of any eligible employee whether full-time, part-time, casual, adult or junior in respect of any month during which the employee's ordinary time earnings is less than \$450.00.
- (d) Absences from work - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation. In the case of workers' compensation, the employer shall contribute in accordance with clause 5.5.2(a) whenever the employee is receiving by way of workers' compensation an amount of money no less than the employee's normal award rate of pay.
- (e) Other contributions - Nothing in clause 5.5 shall preclude an employee from making contributions to a fund in accordance with the provisions of the trust deed of the fund.

- (f) Cessation of contributions - An employer shall not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.
- (g) No other deductions - No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the fund other than the remission of contributions as prescribed in clause 5.5.

### 5.5.3 Definitions

- (a) "Approved fund" means a fund (as defined in clause 5.5.3(c)) approved for the purposes of clause 5.5 by the Commission as one to which occupational superannuation contributions may be made by an employer on behalf of an employee, as required by clause 5.5. Such approved fund may be individually named or may be identified by naming a particular class or category.
- (b) "Eligible employee" means any employee who has been employed by the employer during 5 consecutive weeks and who has worked a minimum of 50 hours during that period. After completion of the above qualifying period, superannuation contributions shall then be made in accordance with clause 5.5.2 effective from the commencement of that qualifying period.
- (c) "Fund" means a superannuation fund satisfying the Commonwealth legislation for occupational superannuation funds and satisfying the superannuation fund conditions in relation to a year of income, as specified in the relevant Act and complying with the operating standards as prescribed by Regulations made under the relevant Act. In the case of a newly established fund, the term shall include a superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.
- (d) "Ordinary time earnings" for the purposes of clause 5.5 means the actual ordinary time rate of pay the employee receives for ordinary hours of work including shift loading, skill allowances and leading hand allowances, where applicable. The term includes any over-award payment as well as casual rates received for ordinary hours of work. Ordinary time earnings shall not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

### 5.5.4 For the purposes of this Award, an approved fund means -

- (a) Sunsuper
- (b) Any named fund as is agreed to between the relevant employer/Union parties to this Award.
- (c) In the case of a minority group of employees of a particular employer, any industry, multi-industry or other fund which has been approved in an award or an agreement approved by an Industrial Tribunal whether State or Federal jurisdiction which has already had practical application to the majority of award employees of that employer.
- (d) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115 of the Act and are employed by an employer who also belongs to that fellowship, any fund nominated by the employer and approved by the Brethren.
- (e) Any fund agreed between an employer and an employee who holds a Certificate issued pursuant to section 115 of the Act where membership of a fund cited in an award would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act.
- (f) In relation to any particular employer, any other established fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.5.2 on behalf of at least a significant number of that employer's employees.
- (g) The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.
  - (i) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
  - (ii) A person must not coerce someone else to make an agreement.
  - (iii) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373

(inspection of time and wage records) of the Act.

- (iv) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settling procedure as contained in clause 3.2.

#### 5.5.5 *Challenge of a fund*

- (a) An eligible employee being a member or a potential member of a fund, as well as the Union, may by notification of a dispute to the Commission challenge a fund on the grounds that it does not meet the requirements of clause 5.5.
- (b) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 5.5, the Commission may in its discretion and subject to any recommendation, direction or order it may make, recognise any or all of the contributions previously made to that fund as having met the requirements or part thereof of clause 5.5.2 up to and including the date of that determination.
- (c) In the event of any dispute over whether any fund complies with the requirements of clause 5.5, the onus of proof shall rest upon the employer.

#### 5.5.6 *Fund selection*

- (a) No employer shall be required to make or be prevented from making, at any one time, contributions into more than one approved fund. Such fund, other than a fund referred to in clauses 5.5.4(c), (d), (e), (f) and (g) shall be determined by a majority decision of employees.
- (b) Employees who are members of an established fund covered by clause 5.5.4(f) shall have the right by majority decision to choose to have the contributions specified in clause 5.5.2 paid into a fund as provided for elsewhere in clause 5.5.4 in lieu of the established fund to which clause 5.5.4(f) has application.
- (c) The initial selection of a fund recognised in clause 5.5.4 shall not preclude a subsequent decision by the majority of employees in favour of another fund recognised under that clause where the long term performance of the fund is clearly disappointing.
- (d) Where clause 5.5.6 has been utilised and as a result another approved fund is determined, access to a further re-appraisal of the fund for the purpose of favouring yet another fund shall not be available until a period of 3 years has elapsed after that utilisation.

#### 5.5.7 *Enrolment*

- (a) Each employer to whom clause 5.5 applies shall as soon as practicable as to both current and future eligible employees:
  - (i) Notify each employee of the employee's entitlement to occupational superannuation;
  - (ii) Consult as may be necessary to facilitate the selection by employees of an appropriate fund within the meaning of clause 5.5.4;
  - (iii) Take all reasonable steps to ensure that upon the determination of an appropriate fund, each eligible employee receives, completes, signs and returns the necessary application form/s provided by the employer, to enable that employee to become a member of the fund; and
  - (iv) Submit completed application form/s and any other relevant material to the trustees of the fund.
- (b) Each employee upon becoming eligible to become a member of a fund determined in accordance with clause 5.5 shall:
  - (i) complete and sign the necessary application form/s to enable that employee to become a member of that fund; and
  - (ii) return such form/s to the employer within 28 days of receipt of the application form/s in order to be entitled to the benefit of the contributions prescribed in clause 5.5.2.
- (c) Where an employer has complied with the requirements of clause 5.5.7(a) and an eligible employee fails to complete, sign and return the application form/s within 28 days of the receipt by the employee of that form/s, then that employer shall:
  - (i) advise the eligible employee in writing of the non-receipt of the application form/s and further advise the eligible employee that continuing failure to complete, sign and return such form/s

within 14 days could jeopardise the employee's entitlement to the occupational superannuation benefit prescribed by clause 5.5;

- (ii) in the event that the eligible employee fails to complete, sign and return such application form/s within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which the completed and signed application form/s is received by the employer;
  - (iii) in the event that the eligible employee fails to return a completed and signed application form/s within a period of 6 months from the date of the original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed application form/s is a pre-requisite to the payment of any occupational superannuation contributions;
  - (iv) at the same time as advising the eligible employee pursuant to clause 5.5.7(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the Union a copy of each letter forwarded by the employer to the eligible employee pursuant to clauses 5.5.7(c)(i) and 5.5.7(c)(iii).
- (d) Where an employer fails to provide an eligible employee with an application form/s in accordance with clause 5.5.7(a)(iii) the employer shall be obliged to make contributions as from the date the employee became an eligible employee provided that the eligible employee completes, signs and returns to the employer an application form/s within 28 days of being provided with the application form/s by the employer. Where the eligible employee fails to complete, sign and return an application form/s within such period of 28 days the provisions of clause 5.5.7(c) shall apply.

#### 5.5.8 *Unpaid contributions*

Subject to Chapter 11, Part 2, Division 5 of the Act and to clause 5.5.5, where the discretion of the Commission has been exercised, should it be established that the employer has failed to comply with the requirements of clause 5.5.2 in respect of any eligible employee such employer shall be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant approved fund, or as necessary a fund to be determined by the Commission under clause 5.5.5, had they been paid on the due dates. The making of such contributions satisfies the requirements of clause 5.5 excepting that resort to clause 5.5.8 shall not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant fund.

#### 5.5.9 *Exemptions*

- (a) An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.5 in the following circumstances:
  - (i) Incapacity to pay the costs associated with its implementation; or
  - (ii) Any special or compelling circumstances peculiar to the business of the employer.

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

#### **6.1 Hours of work**

##### 6.1.1 *Operation of 38 hour week*

- (a) Subject to clause 6.1.2 (Implementation of a 38 hour week), and subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week, to be worked on one of the following bases:
  - (i) 38 hours within a cycle not exceeding 7 consecutive days; or
  - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
  - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
  - (iv) 152 hours within a work cycle not exceeding 28 days.
- (b) The ordinary hours of work shall not exceed 10 hours per day.
- (c) Where necessary, employees shall commence their ordinary hours and breaks at different times to ensure continuity of service.



- (d) The ordinary starting and finishing times may be altered to suit geographic, safety, climatic or traffic conditions by the employer with the agreement of the majority of employees concerned:

Provided that any such altered starting and finishing time will not invoke any penalty payment that would not be payable if the Award spread of hours was observed.

- (e) Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time. Preparation for work and cleaning up of the employee's person shall be in the employee's time.
- (f) Where a rostered day falls on a public holiday, the following day may be taken where practicable in lieu thereof or the employee and the employer may agree to an alternative day off duty as substitution.
- (g) Pay averaging

Employees shall be entitled to a week's wages in accordance with clause 5.2 for each week of the cycle.

- (h) The entitlement to a rostered day off on full pay shall be subject to the following:
  - (i) Each day of paid leave taken (not including annual leave, long service leave) and any public holiday occurring during any cycle of 4 weeks shall be regarded as a day worked for accrual purposes.
  - (ii) An employee who has not worked a complete 4 week cycle in order to accrue a rostered day off shall be paid a *pro rata* amount for credits accrued for each day worked in such cycle payable for the rostered day off (i.e. an amount of 24 minutes for each 8 hour day worked or 2 hours for each 40 hours worked).

For the purposes of clause 6.1.1(h), "worked" includes paid leave referred to in clause 6.1.1(h)(i).

- (i) Sickness on a rostered day off which has resulted from the 19 days month work cycle.

Where an employee is sick or injured on their rostered day off the employee shall not be entitled to sick pay nor shall their sick pay entitlement be reduced as a result of the sickness or injury on that day.

- (j) Payment of wages

In the event that an employee by virtue of the arrangement of the employee's ordinary working hours is rostered off duty on a day which coincides with pay day, such employee shall be paid no later than the working day immediately following such pay day.

#### 6.1.2 Implementation of a 38 hour week

- (a) The 38 hour week shall be implemented on one of the following bases, most suitable to each location, after consultation with and giving reasonable consideration to the wishes of the employees concerned:
  - (i) by employees working less than 8 ordinary hours each day; or
  - (ii) by employees working less than 8 ordinary hours on one or more days each work cycle; or
  - (iii) by fixing one or more work days on which all employees will be off during a particular work cycle; or
  - (iv) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.
- (b) Subject to clause 6.1.2, employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.
- (c) Notwithstanding any other provision in clause 6.1.2, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the employee concerned, may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
- (d) Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in each location concerned.

### 6.1.3 Procedure for discussions - 38 hour week

- (a) The employer and all employees concerned in each establishment shall consult over the most appropriate means of implementing and working a 38 hour week.
- (b) The object of such consultation shall be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause 6.1.
- (c) The outcome of such consultation shall be recorded in writing.
- (d) In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their relevant employee or employer organisation.
- (e) Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer shall have the right to make the final determination as to the method by which the 38 hour week is implemented from time to time.
- (f) After implementation of the 38 hour week, upon giving 7 days' notice, or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the employer and Employees concerned, utilising the foregoing provisions of clause 6.1.3, including 6.1.3(e).

6.1.4 A roster setting out the employee's days off 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 week.

6.1.5 Rosters shall provide a minimum of 10 hours break between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day.

6.1.6 The ordinary working hours for employees shall be an average of 38 hours per week to be worked on one of the following bases:

38 hours per 7 day cycle  
76 hours per 14 day cycle  
114 hours per 21 day cycle  
172 hours per 28 day cycle

- (a) A maximum of 8 hours per day may be worked on any one day within a spread of 16 hours per day from starting time, inclusive of meal breaks.
- (b) Provided that each employee shall be entitled to two full days off each 7 day cycle and where practicable, such days off shall be consecutive.
- (c) Provided further that by mutual (written) 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.

6.1.7 Employees shall not be rostered to work within 10 hours of the cessation of their previous rostered shift. Should an employee be rostered to work so that such employee will not have at least 10 consecutive hours off between rostered duty times then the employee shall, subject to clause 6.1.7, be released from work until the employee has had 10 consecutive hours off between rostered duty times. If, on the instruction of the employer, such an employee resumes or continues work without having had such 10 consecutive hours off between rostered periods of duty, the employee shall be paid double rates until the employee is released from rostered duty at which stage the employee shall be entitled to be absent until the employee has had 10 consecutive hours off rostered duty without loss of pay for ordinary working time occurring during such absence:

Provided that for the purpose of clause 6.1.7, 8 hours shall be substituted for 10 hours where there is a changeover of rosters or where the employee and employer mutually agree to do so.

6.1.8 When an employee is required to work more than 5 days in any 7 day cycle, the 6th day worked shall be paid for at the rate of time and a-half and the 7th day worked at the rate of double time.

6.1.9 When an employee is required to work more than 10 days in a 14 day cycle, the 11th and 12th days worked will be paid for at the rate of time and a-half and the 13th and 14th days worked at the rate of double time.

6.1.10 When an employee is required to work more than 15 days in a 21 day cycle, the 16th, 17th and 18th days worked will be paid for at the rate of time and a-half and the 19th, 20th and 21st days worked at the rate of double time.

6.1.11 When an employee is required to work more than 20 days in a 28 day cycle, the 21st, 22nd, 23rd and 24th days worked shall be paid for at the rate of time and a-half and the 25th, 26th, 27th and 28th days worked at the rate of double time:

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

6.1.13 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.

## **6.2 Meal breaks**

6.2.1 Employees should be allowed a meal break of 30 minutes no later than the 6th hour from the commencement of daily duty.

6.2.2 Where employees do not receive at least a 30 minute break before the expiration of 6 continuous hours of work, then such employees are to be paid at one and a half times their ordinary rate until a break of 30 minutes is taken.

6.2.3 A further meal break of 30 minutes is to be provided where employees work more than 5 hours after taking the first meal break. This further meal break is to be paid at ordinary rates.

## **6.3 Meals and accommodation**

6.3.1 The employer shall have the right to make deductions from employee's wages for the provision of meals and accommodation. This right to make deductions is subject to the employer approaching the Union at a district level and negotiating an agreed appropriate amount to deduct.

### *6.3.2 Trainee meal and accommodation charges*

When trainee employees are provided with meals and accommodation, the employer shall have the right to deduct from the wages of such employees, an amount equivalent to 75% of the charges prescribed by clause 6.3.1.

## **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 1st and 2nd 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.

## **6.5 Overtime**

6.5.1 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 an average of 38 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 day, shall be paid at the rate of double time for all such overtime worked in excess of 3 hours on that day.

6.5.2 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.

### *6.5.3 Extra payments - bar attendants*

- (a) Clauses 6.5.3(b) and (c) shall only apply to existing employees engaged on or before 16 August 1993.
- (b) 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.
- (c) 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.

### *6.5.4 Call outs*

- (a) Recall to work

When an employee is recalled to work overtime after leaving the employee's work place, whether notified before or after leaving the workplace such employee shall be paid a minimum of 4 hours' work at the appropriate rate:

Provided that clause 6.5.4(a) shall only have application to those employees engaged by the resort who reside (permanently) on the mainland.

(b) Call out

When an employee is a resident and is called out to work overtime after leaving the employee's work place, whether notified before or after leaving the work place, such an employee shall be paid a minimum of:

- (i) one hour's work at double time if such a person is a Technical Service Operator Level 5 employee as defined in this Award.
- (ii) one hour's work at time and a-half for all other employees paid according to clause 5.2.

(c) Stand-by allowance

Where an employee is required or directed by the employer to remain on the premises and hold themselves in readiness for work, such an employee shall be entitled to a weekly stand-by allowance of \$85.60 or \$12.22 per day and shall be bound by a one hour minimum work period to be paid for at the appropriate rate when such an employee is required to perform work whilst standing by.

- (d) Overtime worked in the circumstances specified in clauses 6.5.4(a), (b) and (c) shall not be regarded as overtime for the purposes of a rest period as prescribed in clause 6.1.7.

#### 6.5.5 *Time off in lieu*

Notwithstanding the provisions of clause 6.5, 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 ordinary hours pay that the employee would have received for such overtime. Accumulated time must be taken within 2 months from the time of accrual and at a time mutually agreed between the employee 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.

### **6.6 Weekend penalty rates**

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

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

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

### **7.1 Annual leave**

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

7.1.2 Such annual leave shall be paid for by the employer in advance (subject to clause 7.1.5).

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

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due, such pay calculated in accordance with the clause 7.1.5, for the outstanding leave balance.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such

employee shall be paid in addition to all other amounts due to them, an amount equal to 1/12th of the pay for the period of employment calculated in accordance with clause 7.1.6.

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

#### 7.1.5 *Calculation of annual leave pay*

In respect to annual leave entitlements to which clause 7.1.5 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

(a) All employees

Subject to the clause 7.1.5(b), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:

- (i) the employee's ordinary wage rate as prescribed by the Award for the period of the annual leave;
- (ii) leading hand allowance or amounts of a like nature;
- (iii) a further amount calculated at the rate of 17.5% of the amounts referred to in clauses 7.1.5(a)(i) and (ii).

(b) Clause 7.1.5(a) shall not apply to the following:

- (i) Any periods of annual leave exceeding:
  - (A) 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or
  - (B) 4 weeks in any other case.
- (ii) Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

## 7.2 Sick leave

7.2.1 Every employee shall become entitled to not less than 60.8 hours' sick leave for each completed year of employment with an employer. Moreover, as respects any completed period of employment of less than one year with an employer, an employee shall become entitled to 7.6 hours' sick leave for each 6 weeks of such period.

7.2.2 Every employee absent from work through illness on the production of a certificate from a duly qualified medical practitioner specifying the nature of the illness of the employee and the period or approximate period during which the employee will be unable to work, or of other evidence of illness to the satisfaction of the employer, and subject to the employee having promptly notified the employer (at least 2 hours prior to the commencement of a shift unless unable to do so) of the illness and of the approximate period aforesaid shall, subject as herein provided, be entitled to payment in full for all time absent from work:

Provided that it shall not be necessary for an employee to produce such a certificate if the absence from work on account of illness does not exceed 2 days. Where an employee has a record of recurring absences or sick leave the employer shall, if it is considered appropriate to take such action, inform such employee that in the event of future absences a certificate will be required from a duly qualified medical practitioner.

7.2.3 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.

(a) The continuity of employment of an employee with an employer for sick leave accumulation purposes shall be deemed to be not broken by any of the following:

- (i) absence from work on leave granted by the employer;
- (ii) the employee having been dismissed or stood down by the employer, or the employee having terminated employment with the employer, for any period not exceeding 3 months:

Provided that employee shall have been re-employed by that employer.

(b) The period during which the employment of the employee with the employer shall have been interrupted

or determined in any of the circumstances mentioned in clause 7.2.3(a) shall not be taken into account in calculating the period of employment of the employee with the employer.

7.2.4 In the event of employees principally engaged as divers and who are required to be subjected to greater than atmospheric pressure suffering any serious illness or injury resulting in inability to perform any work in circumstances in which workers' or accident compensation was not payable, they shall be given an extra 2 weeks' sick leave with the employer having the right to have them medically examined and approved for sick leave by a doctor nominated by the employer. The provision of the extra 2 weeks sick leave is to cover a situation of disabling illness or injury in one year. Disabling illness or injury means an illness or injury which prevents an employee from diving or being subject to greater than atmospheric pressure but not from performing any other activity under the provisions of this Award.

### **7.3 Bereavement leave**

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

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

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

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

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

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

#### *7.3.4 Unpaid leave*

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

### **7.4 Long service leave**

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

### **7.5 Family leave**

The provisions of the Family Leave Award - 2003 apply to and are deemed to form part of this Award.

#### *7.5.1 It is to be noted that:*

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award - 2003;
- (b) a copy of the Family Leave Award - 2003 is required to be displayed in accordance with section 697 of the Act.

#### *7.5.2 The Family Leave Award - 2003 also provides for the terms and conditions of leave associated with:*

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

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

## 7.6 Public holidays

7.6.1 Subject to clause 7.6.7 all work done by any employee on:

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

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

### 7.6.2 Labour Day

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

### 7.6.3 Annual show

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

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

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

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

- (a) a full-time employee is entitled to either payment for each public holiday or a substituted day's leave;
- (b) a part-time employee is entitled to either payment for each public holiday or a substituted day's leave:

Provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday;

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

### 7.6.5 Double time and a-half

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

### 7.6.6 Stand down

Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by the employer

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

#### 7.6.7 Substitution

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

### 7.7 Jury service

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

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

### 8.1 Fares

8.1.1 Every employee shall be allowed the fare actually paid from the place of engagement to the place of employment if such employee faithfully fulfills their duties for 3 months or for such less period for which they may be engaged. Every employee shall be allowed return fare if such employee faithfully fulfills 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 their own arrangements for the conveyance of the employee in which event, no fares shall be payable.

8.1.2 Every employee, while travelling from the place of engagement to the place of employment, shall be paid an allowance for the amount actually paid for meals taken limited to \$6 per meal and 3 meals per day. For the purposes of clause 8.1 places of engagement are set out below;

8.1.3

Island Resort	Place of Engagement
Bedarra Island	Mission Beach
Brampton Island	Mackay
Club Crocodile Long Island	Shute Harbour
Club Med Lindeman Island	Shute Harbour / Hamilton Island
Dunk Island	Mission Beach
Great! Keppel Island Resort	Roslyn Bay
Hayman Resort	Shute Harbour/Hamilton Island
Heron Island	Gladstone
Lady Elliot Island Reef Resort	Hervey Bay or Bundaberg
Lizard Island	Cairns (6 month - probation period)
Orpheus Island Resort	Townsville



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

### **9.1 Commitment to training**

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

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

### **9.2 Training and education**

9.2.1 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.

(a) Accordingly, the parties commit themselves to:

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

9.2.2 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 9.2.3 all employees shall have access to training and no barriers shall be placed 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.

9.2.3 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.

## **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, employers will make available to employees on engagement the safety policy operating at each 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 1995* 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 this clause 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 Dress, appearance and grooming standards**

10.2.1 Due to the nature of the hospitality industry and customer expectations, all employees are required to dress and maintain their grooming and appearance to a standard appropriate to the employer's business.

The employer may issue from time to time the employer's preferred dress, grooming and appearance standards.

10.2.2 Where an employee refuses to adopt the employer's preferred standards, any dispute as to whether the employee's dress and/or appearance and/or grooming is appropriate, shall be dealt with according to clause 3.2.

10.2.3 Where an employee is required by the employer to wear a specific uniform (not being "black or whites") then such uniform is to be provided by the employer free of cost to the employee.

10.2.4 Where the employer provides a uniform, the uniform remains the property of the employer and must be returned to the employer in its original condition (fair wear and tear excluded) on the termination of an employee's employment:

Provided that an employer may require an employee to pay a deposit on any uniform/s provided. Such deposit to be refunded to the employee on return of the uniforms, fair wear and tear excluded.

10.2.5 Where requested by the employee, the employer shall supply, free of cost to the employee, plastic (and/or other waterproof) aprons for all bar attendants and for all employees engaged in washing up.

## **10.3 Washing clothes**

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

## **10.4 Breakages**

Any 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.

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

## **Preamble**

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

## **11.1 Right of entry**

### *11.1.1 Authorised industrial officer*

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

### *11.1.2 Entry procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
  - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
  - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.

- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

#### 11.1.3 *Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
  - (i) is ineligible to become a member of the Union; or
  - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
  - (iii) has made a written request to the employer that they do not want their record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

#### 11.1.4 *Discussions with employees*

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

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

#### 11.1.5 *Conduct*

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

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

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

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

11.2.2 The time and wages record must also contain:

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

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

11.2.3 The employer must keep the record for 6 years.

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

### **11.3 Trade union training leave**

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

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

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

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

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

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

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

### **11.4 Posting of Award**

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

### **11.5 Union encouragement**

## **Preamble**

Clause 11.5 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the Union.

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

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

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

### *11.5.2 Union delegates*

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

Dated 27 May 2005.

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

Operative Date: 27 May 2005.  
Repeal of Industrial Agreement and New Award -  
Off-Shore Island Resorts Award - State 2005.  
Released: 26 July 2005