

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**OUTDOOR LEADERS AWARD - STATE 2012**

Following the Award Reprint Correction of Error dated 12 June 2014, the Outdoor Leaders Award - State 2012 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 Outdoor Leaders Award - State 2012 as at 1 September 2013.

Dated 12 June 2014.

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

**OUTDOOR LEADERS AWARD - STATE 2012**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Outdoor Leaders Award - State 2012.

**1.2 Arrangement**

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### **1.3 Definitions**

The following definitions have application for the purposes of this Award.

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

1.3.2 "Commission" means the Queensland Industrial Relations Commission.

1.3.3 "Directed Duties" means - in the context of clause 6.4.4, duties performed:

- (a) which are required to be performed by written instruction of the employer, or;
- (b) which are required or agreed to be performed by verbal or other instruction of the employer; or
- (c) in connection with an emergency or to maintain the safety of persons or to maintain good order of persons involved in an activity in which the employee is involved:

Provided that duties covered by clause 1.3.3(c) which do not exceed one hour in each instance shall not be counted as time worked.

1.3.4 "Expedition"/"Expedition Work" means the conduct of work during a journey over a distance, generally in situations where there is an overnight component.

1.3.5 "Outdoor Activities" means those non competitive physical activities undertaken in an outdoor environment or simulated outdoor environment for the purposes of recreation, education, personal and/or professional development, adventure therapy, adventure-based counselling, tourism or ecotourism. Outdoor activities include (but are not limited to) non-competitive:

- abseiling and canyoning
- ballooning
- boating/sailing and sailboarding/windsurfing
- bungee jumping
- bushwalking
- camping
- canoeing and kayaking (river and sea)
- caving
- climbing
- cycling and mountain bike riding
- fishing
- fossicking/collecting
- four-wheel-driving
- hang-gliding/para-gliding/parachuting
- horse riding
- hunting (recreational) and shooting (recreational)
- jet skiing
- kite flying
- motor/trail bike riding
- orienteering and rogaining
- picnicking
- rafting
- ropes courses
- scuba diving and snorkelling
- skateboarding / rollerblading
- skiing (snow): cross country/nordic and downhill; snowboarding
- surfing
- waterskiing

1.3.6 "Outdoor Industry" means the individuals and enterprises associated with the provision of non competitive outdoor activities and associated services for the variety of purposes detailed in clause 1.3.5.

1.3.7 "Union" means the Queensland Independent Education Union of Employees, The Australian Workers' Union of Employees, Queensland for that part of the State which excludes the Southern Division, Eastern District, and the United Voice, Industrial Union of Employees, Queensland, for the Southern Division, Eastern District.

## **1.4 Date of operation**

1.4.1 This Award takes effect from 28 May 2012.

## **1.5 Award coverage**

1.5.1 This Award applies to all employees who are employed in or in connection with: the conduct of outdoor activities (or 'simulated' outdoor activities in indoor environments); instructing participants in the skills necessary to undertake such activities; and to employees of contractors and sub-contractors engaged substantially to undertake work at or for establishments providing these activities. However, this Award will not apply to

employees who have the autonomous right to hire and or terminate other employees.

1.5.2 This Award does not apply to any employees who are covered by the following Awards:

Clerical Employees Award - State 2002;  
Employees of Queensland Government Departments (other than Public Servants) Award - State 2003;  
General Stores, Warehousing and Distribution Award - State 2002;  
Conservation, Parks and Wildlife Employees Award - State Government 2003;  
Queensland Public Service Award - State 2003;  
Tourism Industry - Zoological Gardens Award - South Eastern Division;  
Tour Guides Award - State 2003;  
Teachers' Award - Non -Governmental Schools 2003;  
School Officers' Award - Non-Governmental Schools 2003;  
Teachers' Award State 2003;  
Catholic Boarding Schools & Colleges Employees Award - South-Eastern Division;  
Catholic Boarding Schools and Colleges Employees (Excluding South-East Queensland) Award - State 2005;  
Boarding Schools, Residential Colleges and Other Non-Commercial Establishments Accommodation Award - South-Eastern Division 2003;  
Off-Shore Island Resorts Award - State 2005;  
Hotels, Motels, Resorts and Accommodation Award - State (Excluding South-East Queensland) 2005;  
Hotels, Resorts and Accommodation Industry Award - South-Eastern Division 2002;  
Whitsunday Charter Boat Industry Interim Award - State 2005;  
Hotels, Resorts and Certain Licensed Premises Award - State (Excluding South East Queensland) 2003;  
Local Government Employees' (Excluding Brisbane City Council) Award - State 2003;  
Any other Award of the Queensland Industrial Relations Commission which is in force as at the date of operation of this Award.

1.5.3 This Award does not apply to an employee who is employed by an employing authority who operates a Non-Governmental School, including Grammar Schools established under the *Grammar Schools Act 1975*.

1.5.4 This Award does not apply to an employee engaged to work on an island resort whether directly employed by the resort owner/operator or employed by a contractor or lessee to the resort owner/operator.

## **1.6 Area of operation**

1.6.1 This Award applies throughout the State of Queensland.

### *1.6.2 Divisions*

Northern Division - That proportion of the State along or north of a line commencing at the junction of the sea coast with the 21st parallel of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees 30 minutes of south latitude; from that latitude due west to the western border of the State.

Mackay Division - That proportion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees of south latitude; from that latitude due east to the sea-coast; from the sea-coast northerly to the point of commencement.

Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

### *1.6.3 Districts*

(a) Northern Division:

Eastern District - The proportion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

Western District - The remainder of the Northern Division.

(b) Southern Division:

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

Western District - The remainder of the Southern Division.

## **1.7 Savings clause**

No employee employed at the commencement of this Award shall suffer a reduction in wages for ordinary hours of work as a result of this Award being introduced.

## **1.8 Parties bound**

This Award is legally binding on the employers and employees as prescribed by clause 1.5, the Unions and their members.

## **1.9 Commitments by parties**

1.9.1 The parties to this Award acknowledge that at the date of its operation the employment conditions and rates of pay relating to the employees intended to fall within its coverage vary greatly from place to place, therefore the impact of the Award will vary greatly. To overcome any difficulties the industry may experience as a result, the parties are committed to:

- (a) an ongoing examination of the Award to ensure that it reflects the needs of the Outdoor Industry;
- (b) commit themselves to establishing a consultative mechanism and procedures appropriate to the size, structure and needs of each particular enterprise; and
- (c) will, subject to full consultation, cooperate in the transition to the new classification structure, hours of work and rostering arrangements and weekend penalty rates to ensure that the transition takes place in an orderly manner. This may include the staggered introduction of the Award provisions relating to the 38 hour week, weekend and other penalty provisions as well as rostering arrangements.

## **1.10 Leave reserved**

1.10.1 Leave is reserved to address any future coverage by this award of employees who are employed by Non-Governmental Schools. The exemption contained in clause 1.5.3 is included in the Award following negotiations between the parties. During those negotiations the parties could not directly identify any employee who would be adversely affected by the exemption being included in the Award.

1.10.2 Leave is reserved by the parties to review arrangements in relation to a qualification driven classification structure, rates of pay and relativities.

1.10.3 Leave is reserved by all parties to seek incorporation of arrangements in relation to any or all matters pertaining to Expedition Work as defined in clause 1.3.4.

## **1.11 Partial exemption from this Award**

1.11.1 As an alternative to being subject to all Award clauses a weekly employee who is paid in excess of the highest weekly rate of pay prescribed by this Award, i.e. for a Level 7 classified employee, may mutually agree in writing with their employer not to be bound by clauses (namely: Hours of work, Breaks, Overtime, Penalty rates) of this Award.

1.11.2 A copy of the terms of the written agreement will be supplied to the employee.

1.11.3 A copy of the terms and conditions of employment agreed under this clause 1.11 must be not less favourable than the provisions of this Award as a whole and the employee shall not be disadvantaged by the agreement, taking into consideration the award rate and provisions the employee would otherwise have been paid had the employee not entered into such agreement.

1.11.4 If an employee considers that the employee has been disadvantaged by the agreement, this issue must be addressed between the employer and employee in the manner prescribed in clause 3. No claim for unpaid wages resulting from clause 1.11 may be made under the Act until the grievance and dispute settling procedure under this Award has been concluded.

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

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

- 2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

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

### **3.1 Grievance and dispute settling procedure**

The objectives of this grievance procedure are to promote resolution of grievances by consultation, co-operation and discussion; to reduce the level of disputation; and to promote efficiency, effectiveness and equity in the workplace.

This grievance procedure shall apply to all industrial matters within the meaning of the Act.

#### *3.1.1 Process:*

##### (a) Stage 1:

When an employee has any grievance which they wish to raise with the employer, the employee must notify their immediate supervisor either verbally or in writing of the nature of the grievance. The supervisor shall be required to respond to the employee concerned within 24 hours where this is practicable, but no later than 5 working days after having been notified of the grievance.

##### (b) Stage 2:

If an employee is not satisfied with the response from their immediate supervisor or did not receive a response within the period specified, they may notify their department head/branch manager that a grievance remains unresolved. Department heads/branch managers are required to respond to the employee within 7 working days after having been notified.

##### (c) Stage 3:

If the employee is not satisfied with the department head's or branch manager's response, or if no response is received, the employee may notify the most senior manager of the organisation, in writing. The senior manager shall ensure that the grievance is investigated expeditiously in a thorough, fair and impartial manner, and shall ensure all relevant details including representations by a Union (where applicable) are put before the appropriate principal/s for determination.

##### (d) Stage 4:

If the grievance is still not resolved the matter may be referred to the Commission by the employer or the Union as appropriate, in accordance with the dispute settling provisions of the Act, the Anti-Discrimination Commission or any such appropriate body.

#### *3.1.2 General conditions:*

- (a) At any time during the grievance procedure, an employee may consult with their Union representative, and be represented by their Union.
- (b) Subject to legislation, while the grievance procedure is being followed, normal work will continue, except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance is to continue whilst the procedure is being followed. No party will be prejudiced as to the final settlement by the continuation of work.
- (c) Where the grievance involves allegations of sexual harassment or other issues of a sensitive or personal nature, an employee may commence the procedure at Stage 3.
- (d) Recognition will be given to internal dispute resolution structures existing within an individual establishment provided that the process contained in clause 3.1.1 is followed.

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

### **4.1 Incidental and peripheral tasks**

The employer may direct the employee to carry out other duties subject to the directions being:

- (a) consistent with the efficient performance of the employee's main tasks or functions;
- (b) subject to the employee having the skills or competence to perform the initial tasks.

Where any dispute arises, it shall be dealt with in accordance with clause 3.1.

#### **4.2 Mixed Functions**

Where any person on any one day performs 2 or more classes of work to which a differential rate fixed by any award or agreement 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 such award or agreement 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.

#### **4.3 Anti-discrimination**

4.3.1 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, relationship status, family responsibilities, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade union activity, lawful sexual activity, gender identity, sexuality 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.

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

4.3.3 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.

4.3.4 Nothing in clause 4.3 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 Australian Human Rights Commission/Anti-Discrimination Commission Queensland.

#### **4.4 Employment categories**

4.4.1 Employees will be advised, upon appointment, in writing, of their employment category classification, rate of pay and working hours. Such written advice should approximate the information contained in the *pro forma* letter contained in Schedule 2.

#### **4.5 Trainees**

4.5.1 Trainees may be engaged under this Award.

4.5.2 All trainees engaged prior to the making of this Award shall be paid in accordance with the order for apprentices and trainees wages and conditions (excluding certain Queensland Government entities) 162 QGIG 414.

4.5.3 For the purposes of establishing new traineeships post the operative date of this Award wage rates shall equal 80% of the rate for the appropriate Award classification level relevant to the training outcome the trainee has been engaged to achieve. (e.g.: 80% of the weekly rate for a Level 2 Outdoor Worker shall be paid to a trainee on a Level 2 traineeship).

4.5.4 Nothing in this Award shall be construed as to require an employer to offer an ongoing position to a trainee upon completion of their traineeship.

#### **4.6 Full-time employment**

Unless otherwise specifically provided by this Award, full-time employees shall be engaged by the week for 38 hours, or an average of 38 hours as provided by clause 6.1, per week.

#### **4.7 Part-time employment**

An employee may be employed as part-time in any classification of this Award, in writing, for not less than 8 ordinary hours, nor more than 38 ordinary hours per week.

#### **4.8 Casual employment**

4.8.1 A casual employee means an employee who is employed as such and who is employed for up to 38 ordinary hours per week.

4.8.2 A casual employee will be employed or paid for a minimum of 4 hours for each day on which they are employed. Further, where a casual employee works a split shift, that casual employee will receive payment for a minimum of 2 ordinary hours pay on each occasion that they attend for work.

4.8.3 The maximum ordinary time engagement on any one day for a casual employee will be 8 hours, in relation to non expedition work, and 10 hours when participating in expedition work.

4.8.4 Notwithstanding the regularity of weeks, days or hours previously worked, a casual employee is to have the right, without prejudice, to refuse work offered by the employer and the employer the right not to offer work due to operational circumstances.

4.8.5 The ordinary time hourly rate for a casual employee shall be the appropriate weekly rate for the class of work performed divided by 38 plus a casual loading of 23% for all ordinary time worked. The casual loading is deemed to be full recompense for leave and other entitlements foregone.

4.8.6 (a) (i) Clause 4.8.7 only applies to a regular casual employee.

(ii) A regular casual employee means a casual employee who is employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months.

(b) A regular casual employee who has been engaged by a particular employer for at least 12 months, may elect (subject to the provisions of clause 4.8.6) to have their contract of employment converted to full-time or regular part-time employment.

(i) An employee who has averaged at least 38 hours per week over an agreed work cycle in the period of 12 months' casual employment may elect to have their employment converted to full-time employment.

(ii) An employee who has averaged less than 38 hours per week over an agreed work cycle in the period of 12 months' casual employment may elect to have their employment converted to regular part-time employment as provided in clause 4.7.

(iii) Where a regular casual employee seeks to convert to full-time or regular part-time employment, the employer may consent to the application, or may refuse the application, but only on reasonable grounds. In considering a request, the employer may have regard to any of the following factors:

- the size and needs of the workplace or enterprise;
- the nature of the work the employee has been doing;
- the qualifications, skills, and training of the employee;
- the trading patterns of the workplace or enterprise (including cyclical and seasonal trading demand factors);
- the employee's personal circumstances, including any family responsibilities; and
- any other relevant matter.

(c) Where it is agreed that where a regular casual employee has their employment converted to full-time or regular part-time employment as provided for in clause 4.8.6, the employer and employee must discuss and agree upon:

(i) to which form of employment the employee will convert - that is, full-time or regular part-time employment; and

(ii) if it is agreed that the employee will become a regular part-time employee, the matters referred to in clause 4.3 of this Award.



- (d) The date from which the conversion will take effect is the commencement of the next pay cycle following such agreement being reached unless otherwise agreed.
- (e) Once a regular casual employee has converted to full-time or regular part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (f) An employee must not be engaged and/or re-engaged (which includes a refusal to re-engage) to avoid any obligation under this Award.
- (g) Nothing in clause 4.8.6 obliges a casual employee to convert to full-time or regular part-time employment, nor permits an employer to require a casual employee to so convert.
- (h) Nothing in clause 4.8.6 requires an employer to convert the employment of a regular casual employee to full-time or regular part-time employment if the employee has not worked for 12 months.
- (i) Nothing in clause 4.8.6 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or regular part-time employment.
- (j) Any dispute about a refusal of an election to convert a contract of employment or about the matters referred to in clause 4.8.6 must be dealt with in accordance with the provisions of clause 3.1.
- (k) Eligible employees who convert their employment under the provisions of clause 4.8.6 may do so from 1 January 2006. Service with the same employer prior to 1 January 2006 will be taken into account for the purposes of any such election. Any dispute arising about the application of clause 4.8.6 may be referred to the Commission for resolution.

## **4.9 Termination of employment**

### *4.9.1 Statement of employment*

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

### *4.9.2 Termination by employer*

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

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

- (b) In addition to the notice in clause 4.9.2(a), employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:
 

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof
- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

#### 4.9.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be one week. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.9.2(d) for a period of notice of one week.

4.9.4 Annual leave shall not be used to provide the notice prescribed by clauses 4.9.2(a) and (b) and clause 4.9.3.

#### 4.9.5 *Time off during notice period*

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

### **4.10 Introduction of changes**

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

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

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

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

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.10.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

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

### **4.11 Redundancy**

#### 4.11.1 *Consultation before terminations*

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

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

#### 4.11.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.10.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.9.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.

#### 4.11.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of clause 4.11 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 4.11.3(a), "business" includes trade, process, business or occupation and includes a part or subsidiary of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

#### 4.11.4 *Time off during notice period*

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

#### 4.11.5 *Notice to Centrelink*

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

#### 4.11.6 *Severance pay*

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

| Period of Continuous Service                | Severance Pay<br>(weeks' pay) |
|---|-------------------------------|
| Less than 1 year                            | nil                           |
| 1 year but not more than 2 years            | 4                             |
| More than 2 years but not more than 3 years | 6                             |
| More than 3 years but not more than 4 years | 7                             |

|   |    |
|---|----|
| More than 4 years but not more than 5 years   | 8  |
| More than 5 years but not more than 6 years   | 9  |
| More than 6 years but not more than 7 years   | 10 |
| More than 7 years but not more than 8 years   | 11 |
| More than 8 years but not more than 9 years   | 12 |
| More than 9 years but not more than 10 years  | 13 |
| More than 10 years but not more than 11 years | 14 |
| More than 11 years but not more than 12 years | 15 |
| More than 12 years                            | 16 |

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

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

#### 4.11.7 *Superannuation benefits*

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

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

#### 4.11.8 *Employee leaving during notice*

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

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

#### 4.11.9 *Alternative employment*

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

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

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

#### 4.11.11 *Employees exempted*

Clause 4.11 shall not apply:

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

#### 4.11.12 *Employers exempted*

Subject to an order of the Commission, in a particular redundancy case, clause 4.11 shall not apply to an employer that employs 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.

#### 4.11.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.11.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (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 transmitter, and any prior transmitter, to be continuous service of the employee with the transmittee; or
  - (ii) where the employee rejects an offer of employment with the transmittee:
    - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
    - (B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.11.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.11.14 *Incapacity to pay*

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

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

#### **5.1 Classification definitions and process**

5.1.1 All employees engaged under this Award shall be offered employment in one or more of the categories defined in Schedule 1.

#### 5.1.2 *Process*

An employer shall determine the classification of a position through the following process:

- (a) Analysis is to be undertaken to establish the requisite skills and responsibilities for each identified position and a position description written for each position.
- (b) Each position is classified by reference to the classification criteria set out in Schedule 1 of this Award, in accordance with clause 5.1.2(a).
- (c) Employees are appointed to a position at the appropriate level within the structure contained in Schedule 1.

#### 5.1.3 *Classification criteria*

- (a) Classification criteria are guidelines to determine the appropriate classification level under this Award and consist of characteristics and typical duties and skills.
- (b) The characteristics are the principal guide to classification as they are designed to indicate the level of basic knowledge, comprehension of issues, problem and procedures required, the level of autonomy, accountability supervision/training involved with the position. The characteristics of a level must be read as a whole to gain an understanding of the position and the performance requirements. Isolated characteristics should not be used to justify the classification of a position. The typical duties/skills are a non-exhaustive list of duties/skills that may be comprehended within the particular level. They are an indicative guide only and at any particular level employees may be expected to undertake duties of any level lower than their own. Employees at any particular level may perform/utilise one such duty/skill or many of them depending on the particular work allocated to them. Typical duties/skills should not be used for classifying employees but may be useful if the characteristics of a level cannot be easily applied in an individual instance.
- (c) The key issue to be looked at in properly classifying an employee is the level of initiative, responsibility/accountability, competency and skill that an employee is required to exercise in performing the employee's work within the parameters of the characteristics of the position.
- (d) It should be noted that some typical duties/skills appear at one level only while others appear at more than one level. Because of this, the classification or reclassification of a position needs to be done by reference to the specific characteristics of the level.
- (e) Level 1 in the structure may be applied as a level at which employees learn and gain competency in the basic skills required by the employer. In the event that the increased skills/competency are utilised by the

employer, progression through the structure may be possible.

## 5.2 Wages

5.2.1 The minimum rates payable to adult employees shall be as follows:

| Classification | Relativity<br>% | Weekly rate<br>\$ |
|----------------|-----------------|-------------------|
| Level 1 (A)    | 87.4            | 685.70            |
| Level 1 (B)    | 92.4            | 706.60            |
| Level 2        | 92.4            | 706.60            |
| Level 3        | 94              | 713.60            |
| Level 4        | 100             | 744.60            |
| Level 5        | 110             | 790.00            |
| Level 6        | 145             | 947.20            |
| Level 7        | 160             | 1,011.20          |

5.2.2 The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2013 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, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

5.2.3 Junior employees shall be entitled to not less than the following proportion of the appropriate adult rate for the relevant classification:

|                               |     |
|-------------------------------|-----|
| Under 18 years of age:        | 65% |
| 18 and under 19 years of age: | 75% |
| 19 and under 20 years of age  | 85% |

Junior rates shall be calculated in multiples of 10 cents with any result of 5 cents or more being taken to the next highest 10 cent multiple.

5.2.4 Junior rates shall apply to employees engaged at Levels 1 and 2.

## 5.3 Queensland minimum wage

### 5.3.1 *Queensland minimum wage*

No employee shall be paid less than the Queensland minimum wage.

### 5.3.2 *Amount of Queensland adult minimum wage*

(a) The Queensland minimum wage for full-time adult employees not covered by clause 5.3.4, is \$646.50 per week.

(b) Adults employed under the Supported Wage Award - State 2002 shall continue to be entitled to receive the wage rates determined under that Award:

Provided that such employees shall not be paid less than the amount determined by applying the percentage in the Supported Wage Award - State 2002 applicable to the employee concerned to the amount of the minimum wage specified in paragraph 5.3.2 (a).

(c) Adults employed as part-time or casual employees shall continue to receive the wage rates determined under the casual and part-time clauses of the Award:

Provided that such employees shall not be paid less than *pro rata* the minimum wage specified in paragraph 5.3.2 (a) according to the number of hours worked.

### 5.3.3 *How the Queensland minimum wage applies to juniors*

(a) The wage rates provided for juniors by this Award continue to apply unless the amount determined under paragraph 5.3.3(b) is greater.

- (b) The Queensland minimum wage for an employee to whom a junior rate of pay applies is determined by applying the percentage in the junior wage rates clause applicable to the employee concerned to the relevant amount in clause 5.3.2 (a).

#### 5.3.4 *Application of Queensland minimum wage to special categories of employees*

- (a) Clause 5.3 has no application to a Trainee or Apprentice who is party to a training agreement registered under the *Vocational Education, Training and Employment Act 2000*.

#### 5.3.5 *Application of Queensland minimum wage to award rates calculation*

The Queensland minimum wage:

- (a) applies to all work in ordinary hours;
- (b) applies to the calculation of overtime and all other penalty rates, superannuation, payments during sick leave, long service leave and annual leave, and for all other purposes of this award; and
- (c) is inclusive of the arbitrated Safety Net Adjustment provided by the Declaration of General Ruling operative from 1st September, 1999, and all previous Safety Net and State Wage Adjustments.

### **5.4 Payment of wages**

5.4.1 Wages shall be paid on the same day every week or by agreement with employees every fortnight, and the employer shall hold not more than 2 days' pay in hand.

5.4.2 The payment of wages may be by any one of the following methods:

- (a) payment by electronic funds transfer into an account nominated by the employee without cost to the employee;
- (b) cash; or
- (c) cheque.

5.4.3 Where an engagement is terminated, all wages, overtime and other payments due to the employee shall be paid within 15 minutes of such termination becoming effective:

Provided that where an employee is paid by electronic funds transfer the employer shall ensure that such wages are transferred to the employee's account within the 24 hour period following the dismissal or on the next bank trading day.

5.4.4 Wages shall be paid in the employer's time and any employee who is not paid within 15 minutes from the time specified shall be deemed to be working during the time the employee is kept waiting.

### **5.5 Allowances**

#### 5.5.1 *Division 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 Eastern District of the Southern Division.
- (b) District allowances - Employees in the Western District of the Southern Division shall be paid \$1.05 per week in addition to the rates prescribed for the Eastern District. Employees in the Western District of the Northern Division shall be paid \$2.20 per week in addition to the rates prescribed for the Eastern District.

### **5.6 Occupational superannuation**

#### 5.6.1 *Local Government Employees*

Local Governments, Local Government Entities and their employees subject to this Award must comply with superannuation arrangements prescribed in the *Local Government Act 2009* and the *Local Government (Operations) Regulation 2010*.

Provided that Local Governments and their Entities employing persons defined as being "non-contributory members of the LG Super Scheme" pursuant to s223 of the *Local Government Act 2009*, shall on behalf of such employees, contribute an amount to the LG Super Scheme that must be made to avoid being required to pay the superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992* in respect of such employees.

#### 5.6.2 *Non Local Government Employees*

##### (a) *Preamble*

For employees and their employers subject to this Award who are not employers and employees otherwise covered specifically by the LG Super Scheme pursuant to 5.6.1, clause 5.6.2 applies subject to the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993* as varied.

##### (b) *Employer contributions*

(i) An employer shall contribute to an approved superannuation fund as specified in clause 5.6.2(b)(iv) on behalf of each eligible employee, 9% of the employees ordinary time earnings (or such other amount as may be prescribed from time to time by legislation) to comply with the *Superannuation Guarantee Administration Act 1992* as amended from time to time).

(ii) Ordinary time earnings for the purpose of clause 5.6.2 shall mean the actual ordinary rate of pay the employee received for ordinary hours of work including shift loading and leading hand, in-charge or supervisory allowances where applicable. The term includes any overaward payment as well as casual rates received for ordinary hours of work. Ordinary time earnings shall not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

(iii) Contributions on behalf of each eligible employee shall apply from the date of the employee's commencement of employment with the employer.

(iv) An approved fund shall mean:

(A) Intrust;

(B) Queensland Independent Education and Care Superannuation Fund;

(C) any other fund which complies with the legislation which is requested by the majority of employees within the establishment and agreed to by the employer.

(c) Payments will be made on a quarterly basis and cover pay periods completed in that time.

(d) *Superannuation contributions for employees on workers compensation or accident make-up payments.*

(i) Where an employee is receiving Workcover payments or top up payments or accident make up payments, the employee will continue to receive employer contributions as per clause 5.6.2(b)(i).

(ii) An employer will make percentage contributions based on the employee's actual average weekly earnings taken from the 52 weeks prior to a claim being made or any lesser period actually worked.

##### (e) *Employee contributions*

(a) An employee may make contributions additional to those made by the employer under clause 5.6.2(b)(i). To do so the employee must authorise the employer in writing to pay into the fund, from the employee's wages, a specified amount in accordance with the fund trust deed and rules.

(b) If the employer receives such written authorisation, either initial or subsequent, from the employee, it must commence making payments into the Fund on behalf of the employee within 14 days of receipt of such authorisation.

(c) Additional employee contributions may be made either before tax or after tax at the employee's discretion.

##### (f) *Cessation of contributions*

The obligations of the employer to contribute to the Fund in respect of an employee shall cease on the last day of such employee's employment with the employer.



(g) *Existing superannuation arrangements*

The employer is not excluded from clause 5.6.2 on the basis of existing voluntary superannuation arrangements.

**5.7 Salary Packaging**

- 5.7.1 An employee may salary package for components other than superannuation in accordance with clause 5.7.
- 5.7.2 The components that may be subject to salary packaging arrangements will be agreed by the employer and the employee.
- 5.7.3 Where agreement is reached between the employer and the employee, salary packaging arrangements may be made between the individual employee and the employer and will be recorded in writing.
- 5.7.4 Where such an agreement is reached, the employee's total salary shall be reduced by an amount equivalent to that agreed between the employer and employee plus any relevant tax liability including fringe benefits tax incurred by the employer.
- 5.7.5 The employee's salary used to calculate superannuation contributions, leave loading, long service leave, severance and termination payment entitlements, will be the gross base salary as prescribed by clause 5.2.1 that the employee would receive if not taking part in the salary packaging arrangement.
- 5.7.6 The maximum amount allowable for salary packaging purposes shall be in accordance with the provisions of the Australian Taxation Office.
- 5.7.7 Salary packaging arrangements may be altered once per annum.
- 5.7.8 The employing authority reserves the right to outsource the administration of salary packaging arrangements to a provider appointed by the employer.
- 5.7.9 The employer will meet the cost associated with the transmission of approved funds to the service provider. The costs of administration will be borne by the employee in regard to their own package.
- 5.7.10 Where the employer determines that it will internally administer the salary packaging, the costs borne by the employee will be consistent with the costs of administering the elements in the package and will be consistent with that which would be charged by an outsourcer for an equivalent package.
- 5.7.11 Notwithstanding the foregoing, the costs of administration of salary packaging for the purpose of superannuation only shall be met by the employer.

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

**6.1 Hours of work**

- 6.1.1 Unless otherwise provided in this Award, the ordinary weekly hours of work shall not exceed 38 per week.
- 6.1.2 By agreement between an employee and the employer (recorded in writing) the ordinary hours of work for a weekly employee may be averaged over a 12 week period.
- 6.1.3 Where an employer and an employee have agreed to average the ordinary hours of work, the employee will be provided with no less than 24 rostered days off during any 12 week period.
- 6.1.4 Employees will not be required to work for more than 10 consecutive days.
- 6.1.5 All employees (excepting casuals) will be notified of their ordinary hours of work by way of rosters posted at least 14 days in advance. Rosters shall not be departed from other than where there is mutual agreement between the employer and employee.
- 6.1.6 The ordinary hours of work may be rostered on a Monday to Sunday basis.
- 6.1.7 An employee will be rostered (or paid) for a minimum period of 4 hours on any one day. A part-time or full-time employee will be rostered for a maximum of 10 ordinary hours on any one day. A casual employee will (except when engaged in expeditions as provided by clause 4.8.3) be rostered for a maximum of 8 hours on any one day. When a casual is engaged in expeditions that employee may be rostered for 10 ordinary hours on a day.
- 6.1.8 Excepting for meal breaks, an employee's hours of work will be worked continuously. Clause 6.1.8 does not apply to a casual employee.

6.1.9 Employees, other than those engaged in expedition work, will have a break of at least 10 hours between the cessation of work on one day and the commencement of work on the following day.

## **6.2 Meal breaks and meal allowance**

6.2.1 On all occasions where, employees work with clients, in locations remote from established food outlets or where circumstances require them to supervise clients, they shall be provided with food free of charge.

6.2.2 The arrangements relating to the quality, quantity and preparation of food shall be consistent with standards set through the Queensland Outdoor Recreation Federation, and be agreed between the employer and employee.

6.2.3 When no consensus is reached, the Unions party to this Award shall reserve the right to seek an arbitration of the Commission, on an enterprise by enterprise basis.

## **6.3 Rest pauses**

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

Provided that where an employee is rostered to work at least 7.6 hours per day and there is agreement between the employer and the majority of employees concerned the rest pauses prescribed by clause 6.3 may be combined into one 20 minute rest pause.

## **6.4 Overtime (all employees)**

6.4.1 All time worked outside of, or in excess of, the hours prescribed by clause 6.1 will be classed as overtime and paid for on the basis of time and a half for the first 3 hours on any one day and double time thereafter. Such payment will be calculated to the nearest quarter of an hour.

6.4.2 Where an employee is requested to work on a rostered day off, and the employee agrees to work, the employee will be paid for that time at overtime rates, with a minimum payment as for 4 hours worked.

6.4.3 A full-time or a part-time employee and their employer may agree (in writing) that the employee is provided with time off in lieu of overtime on the following basis:

(a) time off in lieu of overtime will be taken at the rate of one (paid) hour off work for one hour of overtime worked;

(b) time off will be taken at a mutually agreed time; and

(c) any accrued time off not taken as at the date of termination of employment will be paid out at the rate prescribed by clause 6.4.3 (a).

6.4.4 Where the employee sees a need for any work to be performed outside of ordinary hours that is not dealt with in the circumstances described in clause 1.3.3, the employee will make a reasonable attempt to contact the employer and seek instruction. Work performed under such instruction is Directed Duties. Where such attempt cannot be made or is unsuccessful, "Directed Duties" includes work performed that is reasonably necessary in the circumstances:

Provided that duties covered by clause 1.3.3(c) which do not exceed one hour in each instance shall not be counted as time worked.

## **6.5 Weekend penalty rates**

6.5.1 All ordinary work performed between midnight Friday and midnight Saturday shall be paid for at the rate of time and a-quarter and for the rate of time and a-half from midnight Saturday to midnight Sunday.

6.5.2 Casual loadings shall not be applied to hourly rates when calculating entitlements for work performed on weekends and public holidays.

## **6.6 Rosters**

6.6.1 The ordinary working hours of all employees shall be worked in accordance with a roster prescribing the starting and ceasing times.

6.6.2 A copy of the roster shall be posted in a conspicuous place on the employer's premises.

## 6.7 Lack of facilities

It is acknowledged that employees under this Award may, from time to time be required to operate in areas where there are few established facilities for accommodation; and/or be required to attend to the "round the clock" needs of clients.

## PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

### 7.1 Annual leave

#### 7.1.1 Entitlement

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

7.1.2 (a) Annual leave shall be 152 hours per year (4 weeks annual leave on the basis of a 38 hour week, with *pro-rate* entitlements for part-time employees).

(b) All accumulated or accrued annual leave up to and including the making of this Award, shall be credited on the basis of a 38 hour week and rates of pay applicable to such leave shall be calculated on the basis of a 38 hour divisor. Consequently, credits will be converted as follows:

|             |                        |
|-------------|------------------------|
| If in weeks | X 38 hours;            |
| If in days  | X 7.6 hours;           |
| If in hours | X No. of hours x 7.6/8 |

(c) Leave debits on or after the making of this Award will be equivalent to the ordinary hours the employee would have worked had they had not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

(d) Rostered days off arising from the implementation of the 38 hour week may be taken in conjunction with a period of annual leave.

7.1.3 Annual leave shall be exclusive of any public holiday which may occur during the period of annual leave and shall be paid for by the employer in advance.

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

(b) In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award.

7.1.4 If the employment of an employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given annual leave to the employee from the date of termination of employment and shall forthwith pay to the employee, in addition to all other amounts due, 4 weeks pay for annual leave calculated in accordance with clause 7.1.6, and in addition payment for any public holiday/s occurring during such 4 week period.

7.1.5 If the employment of an employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/12th of the employee's pay for the period of employment calculated in accordance with clause 7.1.6.

7.1.6 *Calculation of annual leave pay* - Annual leave pay (including any proportionate payments) shall be calculated as follows:

(a) All weekly employees - Subject to the provisions of clause 7.1.6(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 (excluding shift premiums and weekend penalty rates);

(ii) A further amount calculated at the rate of 17.5% of the amounts referred to in clauses 7.1.6(a)(i).

(b) The provisions of clause 7.1.6(a) shall not apply to the following:

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

(ii) Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or

other annual leave payment which is not less favourable to employees.

## **7.2 Sick leave**

### **7.2.1 Entitlement**

- (a) Every employee shall become entitled to not less than 60.8 hours sick leave for each completed year of employment with the employer.

In respect of any period of employment of less than one year on or after the making of this Award, an employee shall be entitled to 7.6 hours sick leave for each 6 weeks of such employment.

- (b) All accumulated or accrued leave shall be credited on the basis of a 38 hour week and rates of pay applicable to such leave shall be calculated on the basis of a 38 hour divisor. Consequentially, credits will be converted as follows:

|             |                        |
|-------------|------------------------|
| If in weeks | X 38 hours;            |
| If in days  | X 7.6 hours;           |
| If in hours | X No. of hours x 7.6/8 |

- (c) Leave debits, will be equivalent to the ordinary hours the employee would have worked had they not been absent on sick leave. Such leave will therefore be paid and debited on the basis of hours actually taken.
- (d) 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 of the employee's illness and of the approximate period aforesaid shall, subject as herein provided, be entitled to payment in full for all time that the employee is so absent from work.
- (e) It shall not be necessary for an employee to produce a certificate or other evidence as identified in clause 7.2.1(d) if the employee's absence from work on account of illness does not exceed 2 days.
- (f) Sick leave shall be cumulative, but unless the employer and the employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than thirteen weeks absence from work through illness in any one year.

- 7.2.2 (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; or
- (ii) the employee having been dismissed or stood down by the employer, or the employee having terminated the 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 7.2.2(a) shall not be taken into account in calculating the period of employment of the employee with the employer.

## **7.3 Long service leave**

All employees covered by this Award shall be 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.

Portability of long service leave entitlements for Local Government employees is provided pursuant to Division 4; Part 3; Chapter 5 - Administration of the *Local Government (Operations) Regulation 2010*.

## **7.4 Bereavement leave**

All employees covered by this Award shall be entitled to bereavement leave, subject to, and in accordance with the provisions of the Act.

## **7.5 Family Leave**

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

7.5.2 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) Part 2 (Family Leave) of the Act will apply to this Award in addition to the provisions of the *Family Leave Award 2003*.

## 7.6 Trade union training leave

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

7.6.2 Any written application by an employee seeking release of a delegate or representative to attend a course shall include details of the type and content of the course to be attended as well as the dates upon which the course is proposed to be conducted.

7.6.3 For the purposes of clause 7.6 "ordinary pay", means the ordinary time earnings paid to the employee exclusive of any allowances, penalty rates or travelling time and fares.

7.6.4 The granting of industrial training leave shall be subject to the following conditions:

- (a) the employee must have at least 6 months continuous service with the employer prior to such leave being granted and be the elected Union delegate/representative;
- (b) unless otherwise agreed the maximum number of ordinary hours of industrial training leave which an employer shall be required to grant each year will be as follows:

| number of ordinary hours worked<br>by employees per week | number of ordinary hours ITL<br>per calendar year |
|--|---|
| 380-1900   | 38  |
| 1901-3800  | 76  |
| 3801 and over  | 152   |

- (c) where an employer has more than one place of employment in Queensland then the maximum number of employees entitled to attend a course at the same time shall be 2. This shall not prevent an employer from agreeing to release additional employees;

- (d) the granting of such leave shall be subject to the convenience of the employer so that the operations of the enterprise will not be adversely affected.

Where an employer approaches the Union and demonstrates genuine difficulties with respect to the release of a particular Union delegate or representative at a particular time (including where the employer might have previously advised of its ability to release such Union delegate or representative) the Union will not unreasonably press its request for the release of that delegate/representative at that time. If the matter is not amicably resolved, it shall be processed in accordance with clause 3.1.

7.6.5 In granting industrial training leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted by the employer to cover the absence of the employee.

Leave granted to attend such training courses will not incur any additional payment or alternate time off if such course coincides with an employee's day off in a 19 day month working arrangement, or with any other concessional leave.

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

7.6.7 On completion of the course the employee shall, upon request, provide to the employer proof of their attendance at the course. Except in the case of sick leave or other authorised leave, non-attendance at a training course will result in the employee not being paid for such time.

## 7.7 Public holidays

7.7.1 All work done by any employee on:

- 1 January;
- 26 January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- 25 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.

#### 7.7.2 *Labour Day*

All employees covered by this Award shall be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Acts 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day:

Provided that a part-time employee shall only be entitled to be paid for Labour Day where such employee is normally required to work on a Monday and, in such case, the term "full day's wage" shall mean the number of ordinary working hours usually worked on a Monday. If any employee concerned actually works on Labour Day, such employee shall be paid a full day's wage for that day and in addition, a payment for the time actually worked at one and a-half times the ordinary rate prescribed with a minimum of 4 hours.

#### 7.7.3 *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 Acts 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification of such district shall be paid for at the rate of double time and a-half with a minimum of 4 hours:

Provided that all time worked on any of the aforesaid holidays outside or in excess of the ordinary hours of work prescribed for the class of employee and to which an overtime rate is applicable under this Award shall be paid for at double the rate prescribed by clause 5.2 for the day of the week upon which such holiday falls.

7.7.4 For the purposes of clause 7.7, where the rate of wages is a weekly rate, double time and a-half' shall mean one and one-half day's wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.

#### 7.7.5 *Stand down*

Any employee (except a casual) who, having been dismissed or stood down by the employer during the month of December in any year, is re-employed by that employer at any time before the end of the month of January in the next succeeding year shall, if that employee has been employed by that employer for a continuous period of 2 weeks or longer immediately prior to being so dismissed or stood down, be entitled to be paid and shall be paid by the employer (at the ordinary rate payable to that employee when so dismissed or stood down) for any one or more of the following holidays, namely, Christmas Day, Boxing Day, and the first day of January occurring during the period on and from the date of dismissal or standing down to and including the date of re-employment as aforesaid.

#### 7.7.6 *Employees other than casuals who do not work Monday to Friday of each week:*

Employees who do not work only Monday to Friday of each week shall be entitled to the following:

- (a) A full-time employee shall be entitled to either payment for each of the abovementioned public holidays or a substituted day's leave.
- (b) A part-time employee shall be entitled to either payment for each of the abovementioned public holidays or a substituted days leave if the part-time employee would have been ordinarily rostered to work 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 shall be entitled to payment for the public holiday or a substituted day's leave.
- (d) Where Christmas Day falls on a Saturday and the public holiday is observed on another day, an employee required to work on Christmas Day shall be paid at the rate of time and 3-quarters in the case of work

performed on a Saturday and double time in the case of work performed on a Sunday.

(e) Nothing in clause 7.7 confers a right to any employee to payment for the public holiday as well as a substituted day in lieu of a public holiday.

7.7.7 Where an employee is required to work on a public holiday, the employee and the employer may agree to the employee being entitled to either time off in lieu of time worked on the public holiday, to be taken at a mutually agreed time or extra time (equal to the time actually worked on the public holiday) added to the employee's annual leave entitlement

## **7.8 Jury service leave**

7.8.1 An employee, other than a casual employee, required to attend for jury service during their ordinary working hours will be granted the necessary leave without pay to fulfil those requirements, including a reasonable period of travel to and from the designated court. In terms of section 71 of the Act, an employee's service is not broken by the granting of this leave.

7.8.2 An employee shall notify the employer as soon as possible for the date upon which they are required to attend for jury service.

7.8.3 An employee shall give the employer proof of attendance and the duration of such attendance.

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

### **8.1 Provision of transport and travelling time**

8.1.1 Employees travelling under the instruction of their employer will be paid for such travelling time at a rate equivalent to their ordinary time rate exclusive of any loadings.

8.1.2 Employers shall be responsible for ensuring that staff are transported to and from remote locations with no cost to the employee/s concerned.

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

### **9.1 Training and skills development**

9.1.1 The parties to this Award are committed to the general principle that staff development and training is an effective means of improving client services and safety.

9.1.2 Further, the parties are committed to encouraging World's Best Practises relating to Human Resource Management and Employee Relations in the Industry and callings covered by this Award.

9.1.3 Therefore the parties shall encourage employers and their workforces, to establish arrangements suitable to their circumstances, that will entail employers providing tangible assistance to their staff to:

(a) Acquire new skills (relevant to the needs of the enterprise);

(b) Maintain current accreditations;

(c) Utilise current qualifications within the workplace.

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

### **10.1 Provision and maintenance of uniforms and equipment**

10.1.1 Where necessary the employer shall provide and maintain all tools and equipment, including first-aid kits, for use of employees to carry out their duties, and where necessary, reimburse the employee as part of the maintenance program.

10.1.2 Where necessary the employer shall provide standard protective apparel and safety equipment, and appropriate training for the use thereof, which shall be worn by the employees as specified in existing safety codes.

10.1.3 The arrangements relating to the provision and maintenance of equipment, will meet the standards identified through the Queensland Outdoor Recreation Federation as being appropriate to the particular activity being undertaken and shall be mutually agreed between the employer and employee.

10.1.4 Where no consensus is reached the Unions party to this Award shall reserve the right to seek conciliation and

arbitration by the Commission.

## **10.2 Provision of accommodation**

10.2.1 Employees, working with clients in the field, shall be provided with accommodation by the employer, to a mutually agreed standard.

10.2.2 The arrangements relating to the provision of accommodation, shall meet the standards identified through the Queensland Outdoor Recreation Federation as being appropriate to the particular activity being undertaken.

10.2.3 Where no consensus is reached the Unions party to this Award shall reserve the right to seek conciliation and arbitration of the Commission on an enterprise by enterprise basis.

## **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 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 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 records 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 is ineligible to become a member of that Union.
- (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 The 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;
- (h) contributions made by the employer to a superannuation fund; and
- (i) location of work, as applicable, from time to time.

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 Justice and Attorney-General, 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 Posting of Award**

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

### **11.4 Union encouragement**

#### 11.4.1 *Union encouragement*

Clause 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 22 1) that encourages an employee to join and maintain financial membership of a Union.

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

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

#### 11.4.2 *Union Delegates*

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

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

#### 11.4.3 *Deduction of Union Fees*

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

### **SCHEDULE 1**

#### **CLASSIFICATION STRUCTURE**

Classification Level 1 (A), being an employee without any Industry experience (relativity to Trade Equivalent 84.7%)

Classification Level 1 (B), being an employee who has completed at least 3 months' Industry Experience (relativity to trade equivalent 92.4%), with the following requirements:

#### **LEVEL 1**

A Level 1 employee means an employee who:

- (a) has completed a Certificate I in Sport and Recreation or who demonstrates equivalent skills and knowledge
- (b) has a current Senior First Aid Certificate
- (c) provides general assistance to employees of a higher grade, and is primarily engaged in one or more of the following (under direct supervision):
  - Basic administration duties
  - Basic hospitality, retail or grounds maintenance duties
  - Preparation and maintenance of defined outdoor equipment
  - Participation in outdoor activities
  - Performance of tasks of limited complexity associated with outdoor learning experiences, such as assisting staff in preparing, implementing and supervising outdoor activities

Typical duties/skills

- assisting in minimal capacity in the preparation and conduct of outdoor activities
- provision and maintenance of equipment and facilities under supervision

#### **LEVEL 2 (92.4%)**

A Level 2 employee means an employee who:

- (a) has completed a Certificate II in Sport and Recreation with relevant specialisations or a Certificate II in Outdoor Recreation or who demonstrates equivalent skills and knowledge; and
- (b) has a current Senior First Aid Certificate; and
- (c) has skills to participate in outdoor recreation activities under supervision and to assist in conducting those activities or to complement those skills with specialisations from non-activity areas; and
- (d) provides general assistance to employees of a higher grade, and is primarily engaged in one or more of the following (under supervision):

- applying basic logistics to planning outdoor recreation activities, assisting in the conduct of outdoor recreation sessions under supervision and implementing minimal impact practices
- planning food, water and clothing requirements, selecting and using equipment and demonstrating safe participation in outdoor recreation activities under supervision
- maintaining facilities and equipment
- setting up and operating a campsite for clients, providing campsite catering in an hygienic manner
- applying specialist skills to enhance the conduct of outdoor programs, such as skills in interpretation, tour guiding, special needs

#### Typical duties/skills

- providing basic logistics or back up support to programs or activities
- cleaning and repairing and maintaining equipment and resources
- basic administration and servicing client needs

### **LEVEL 3 (94% )**

A Level 3 employee means an employee who:

- (a) has completed a Certificate III in Sport and Recreation with relevant specialisations or a Certificate III in Outdoor Recreation or who demonstrates equivalent skills and knowledge and;
- (b) has a current Senior First Aid Certificate and;
- (c) has skills to independently participate in several outdoor recreation activities and to guide or instruct those activities or to complement those skills with specialist skills from non-activity areas and;
- (d) provides general assistance to employees of a higher grade, and is primarily engaged in one or more of the following (under supervision):
  - planning outdoor recreation activities in situations where extreme environmental conditions are not likely to occur activities
  - guiding outdoor recreation sessions within clearly defined contexts (e.g. site-specific situations), acting according to clearly defined Standard Operating Procedures and the organisation's documented guidelines and planning to ensure minimal environmental impact
  - establishing functional groups, facilitating groups of clients and dealing effectively with conflict
  - applying weather information to the conduct of outdoor recreation activities
  - recognising potential risks and emergency situations and taking action where required
  - independently guiding outdoor recreation activities within defined contexts acting according to clearly defined Standard Operating Procedures and the organisation's documented guidelines
  - independently instructing outdoor recreation skills within a defined range of operations within clearly defined contexts
  - applying specialist skills to enhance the conduct of outdoor programs, such as skills in adventure-based facilitation, interpretation, tour guiding, providing care and support for persons with a disability or special needs.

#### Typical duties/skills

- providing technical advice and some leadership in resolution of specific problems
- working within clearly defined contexts (e.g. site-specific situations) conducting activities on programs
- performing other associated tasks, acting according to clearly defined Standard Operating Procedures and the organisation's documented guidelines .
- working as an assistant with a more experienced leader in potentially non-routine or more complex activities and programs.

### **LEVEL 4 (100%)**

A Level 4 employee means an employee who:

- (a) has completed a Certificate IV in Sport and Recreation with relevant specialisations or a Certificate IV in Outdoor Recreation or who demonstrates equivalent skills and knowledge; or
- (b) has completed either a Certificate III in Sport and Recreation with relevant specialisations or a Certificate III in Outdoor Recreation and who has completed service equivalent to three years in the industry at Level 3; and

- (c) has a current Senior First Aid Certificate; and
- (d) has skills to independently participate in several outdoor recreation activities and to guide or instruct those activities or to complement those skills with specialist skills from non-activity areas; and
- (e) provides general assistance to employees of a higher grade, and is primarily engaged in one or more of the following:
  - planning outdoor recreation activities which occur at a diversity of locations and/or for extended periods (three days or more) and where extreme environmental conditions could potentially occur
  - identifying and recording the potential risks and hazards in an activity, evaluating risk analysis and risk management plans and developing management strategies to lessen the potential impact of risks
  - developing non-instructional programs to cater for a diversity of needs and different program goals incorporating outdoor adventure activities and applying adventure programming principles
  - coordinating responses to emergency situations
  - providing first aid to a casualty in a remote or isolated area and managing their care over an extended period of time until the provision of medical assistance or evacuation of the casualty
  - providing leadership to groups
  - identifying resource requirements and usage trends, organising maintenance programs, and developing recommendations re the use and improvement of resources
  - guiding outdoor recreation activities within a broad range of varied contexts that may be complex and non-routine and require technical solutions of a non-routine or contingency nature, dealing with unpredictable and non-routine situations
  - instructing outdoor recreation skills which may be complex and non-routine, requiring technical solutions of a non-routine or contingency nature
  - applying specialist skills to enhance the conduct of outdoor programs, such as skills in adventure-based facilitation, interpretation, tour guiding, providing care and support for persons with a disability or special needs.

#### Typical duties/skills

- working independently at a broad range of venues with a variety of different client groups
- dealing with unpredictable and non-routine situations.

#### **LEVEL 5 (110%)**

A Level 5 employee means an employee who:

- (a) (i) has completed a Diploma of Sport and Recreation with relevant specialisations or a Diploma of Outdoor Recreation, or who demonstrates equivalent skills and knowledge; or
  - (ii) has completed either a Certificate IV in Sport and Recreation with relevant specialisations or a Certificate IV in Outdoor Recreation, and who has completed service equivalent to three years in the industry at Level 4; or
  - (iii) has completed a Bachelor Degree with relevant specialisations; or
  - (iv) demonstrates equivalent skills and knowledge;
- (b) has a current Senior First Aid Certificate; and
  - (c) provides general assistance to employees of a higher grade, and is primarily engaged in one or more of the following:
    - applying the principles of natural resource management to the planning and conduct of outdoor recreation activities
    - coordinating facility and equipment acquisition and maintenance within an outdoor recreation centre/organisation
    - evaluating policies and procedures for outdoor recreation organisations
    - reviewing outdoor recreation ethics and philosophies in order to develop a personal ethic and philosophy
    - guiding outdoor recreation activities requiring complex technical operation and/or management, coordination or organisation of difficult or challenging client groups and/or requiring the use of advanced technical, planning and leadership skills
    - instructing outdoor activities at a level which requires substantial depth in some areas and which requires judgement in planning and selecting appropriate equipment, sequencing, services and techniques
    - participating in outdoor activities requiring advanced specialist skills where judgement is required in

- planning and selecting appropriate equipment, sequencing, services and techniques
- applying specialist skills to enhance the conduct of outdoor programs, such as skills to:
  - design and facilitate adventure-based programs requiring advanced techniques
  - work with government and other key stakeholders to develop recreation programs
  - coordinate work in the disability sector, designing and adapting surroundings to group requirements and maintaining an environment designed to empower people with disabilities
  - apply environmental principles to the design and maintenance of the built environment
  - undertake open space planning and apply environmental legislation to natural resource planning
  - achieve sustainable land management by conserving and re-establishing natural systems
  - manage tourism operations by sourcing and packaging tourism products and services, preparing quotations and selling tourism products and services
  - plan and develop ecologically sustainable and culturally appropriate tourism operations and implementing strategic product development initiatives
  - provide appropriate services for young people, including responding to critical situations including risk of violence
  - manage service response to young people in crisis and implementing procedures to enable young people to address their circumstances

#### Typical duties

- working as Senior Instructors/Guides, Operations Managers and Program Managers
- working in locations and/or in situations (eg, with difficult or challenging client groups) requiring the use of advanced technical, planning and leadership skills.

### **LEVEL 6 (145%)**

A Level 6 employee means an employee appointed as such, who:

- (a) (i) has completed an Advanced Diploma of Sport and Recreation with relevant specialisations and professional development; or
  - (ii) has completed a Bachelor Degree with relevant specialisations and professional development, or demonstrates equivalent skills and knowledge;
- (b) has a current Senior First Aid Certificate;
- (c) provides general assistance to employees of a higher grade, and is primarily engaged in one or more of the following:
  - identification of strategic change requirements and opportunities, the development of change management strategies and their implementation and evaluation
  - development of an organisation development plan, preparing the organisation for an on-going approach to its development and the implementation and maintenance of its organisational development process
  - evaluation of the aspects of employee relations impacting on managers at the strategic level; development and maintenance of a positive and productive workplace environment
  - review and development of appropriate planning tools for organisation redesign and the implementation and evaluation of those plans
  - provision of leadership in a diverse workplace where customers and staff are from a wide range of backgrounds
  - business mentoring to other individuals in industry or workplace
  - analysis and interpretation of relevant markets, capability assessment of the organisation and its existing and potential competitors and allies
  - confirmation of strategic direction, the development of detailed objectives and strategies, and the creation of measures and criteria to evaluate progress towards those objectives

#### Typical duties

- Section or specialist Manager within a larger organisation or Outdoor Centre
- Assistant Manager of an Outdoor Centre, organisation or business.

### **LEVEL 7 (160%)**

A Level 7 employee shall mean an employee appointed as such, who:

- (a) has completed relevant post graduate qualifications (Graduate Certificate, Graduate Diploma, Masters Degree) and professional development or who demonstrates equivalent skills and knowledge;
- (b) is primarily engaged in the following:

- identifying training needs and training professional staff
- monitoring and allocating resources for the outdoor centre or business
- developing and implementing policy
- marketing and promotion of the outdoor centre, business or organisation
- managing a well organised and responsive office facility
- managing and supervising staff
- managing and coordinating projects
- developing and implementing systems and procedures
- implementing and monitoring continuous improvement systems and processes
- monitoring quality control

#### Typical duties

- Manager within a larger organisation, business or Outdoor Centre.

### SCHEDULE 2

#### EMPLOYMENT DETAILS

Schedule 2 to the Outdoor Leaders State Award - 2012 provides a *pro forma* letter which complies with the requirements of clause 4.4.1 of the Award. A letter in this form must be provided to all employees upon engagement. The employer must complete the details required and sign the letter. The letter should be provided on the employer's letterhead.

Employee Name: \_\_\_\_\_

You have been engaged in accordance with the terms and conditions of the Outdoor Leaders State Award - 2005. Clause 11.2 of the Award encourages you to join and maintain financial membership of the United Voice, Industrial Union of Employees, Queensland or Queensland Independent Education Union of Employees.

#### EMPLOYER DETAILS

|                    |  |
|--------------------|--|
| Employer's Name    |  |
| Employer's Address |  |

#### NATURE OF EMPLOYMENT

| Full-time, part-time or casual? (please circle)   | <b>Full-time</b>   | <b>Part-time</b> | <b>Casual</b> |
|---|--|------------------|---------------|
| At what premises will the employee work?  |  |                  |               |
| What job is the employee to perform?<br>(e.g. Outdoor Leader Employee - Level 1etc.) *<br>See Note 1 below  |  |                  |               |
| At what classification level is the employee engaged or is likely to be engaged?<br>(e.g. Outdoor Recreation Employee - Level 1 etc.)<br>* See Note 1 below |  |                  |               |
| Does a Certified Agreement apply at the workplace?  | <b>YES or NO</b><br>If yes, what is the name of the agreement. |                  |               |

#### CONDITIONS OF EMPLOYMENT

|  |  |
|--|--|
| What are the number and pattern of hours |  |
|--|--|

|   |  |
|---|--|
| required?<br>(e.g. 24 hours per week with 8 hours on Monday, Tuesday and Wednesday). * See Note 2 below   |  |
| What are the hours to be worked? * See Note 2 below   |  |
| What are the commencing and ceasing times? * See Note 2 below   |  |
| <b>A. A.</b> What is the base permanent rate of pay (including any over-award payment if applicable)?<br><b>B.</b> (For casual employees) What is the amount of casual loading to be paid? (B = 23% of A).<br><b>C.</b> What is the total casual rate? (A+ B = C)<br>* See Note 3 below | <b>A</b> = \$..... per hour<br><b>B</b> = 23% of <b>A</b> = \$..... per hour<br><b>C</b> = <b>A</b> + <b>B</b> = \$..... per hour                              |
| What could be the reason for a casual engagement to finish?   | Shortage of work, unsatisfactory performance/conduct, conversion to permanent employment.<br>Any other reason - List Below<br>.....<br>.....<br>.....<br>..... |
| What notice of termination will be provided for permanent employees?  | The amount of notice will depend on length of service in accordance with clause 4.9 of the Award.  |
| What notice will be provided for casual employees?<br>* See Note 4 below  | As much as possible under the circumstances.   |

Signed:.....Position:.....

Date:.....

*Note 1:* Weekly employees may work at different Wage Levels under the two or more classes of work concept (clause 4.2) and casuals may also be engaged on work at various Wage Levels requiring different skills, responsibilities and rates of pay.

*Note 2:* It is accepted that for full-time employees, hours of work may change according to a roster or by mutual agreement and for part-time and for casual employees in particular, work may be on an "as required basis" in which case the starting and ceasing times or hours of work could vary. Where the starting and ceasing times or hours of work could vary, it is acceptable to simply state "could vary as required, or by agreement".

*Note 3:* This information is a guide only, referring to the Wage Level or rate of pay that a casual employee was to receive at the time of the first engagement. It is accepted that rates of pay will vary if employees are engaged on different levels of work. There is no need to issue a casual with a separate employment contract every time their level of work (and possibly rate of pay) changes as required.

*Note 4:* If you are a casual employee you will be provided as much notice as possible if your employment is terminated provided that your employment may be terminated with the provision of one hour's notice or pay in lieu.

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