

CITATION: *Presbyterian Boarding Schools and Colleges Employees
(Excluding South-East Queensland) Award - State 2005*
Reprint of Award - 1 November 2010
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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**PRESBYTERIAN BOARDING SCHOOLS AND COLLEGES EMPLOYEES (EXCLUDING
SOUTH-EAST QUEENSLAND) AWARD - STATE 2005**

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Presbyterian Boarding Schools and Colleges Employees (Excluding South-East Queensland) Award - State 2005 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Presbyterian Boarding Schools and Colleges Employees (Excluding South-East Queensland) Award - State 2005 as at 1 September 2010.

Dated 1 November 2010.

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

**PRESBYTERIAN BOARDING SCHOOLS AND COLLEGES EMPLOYEES (EXCLUDING
SOUTH-EAST QUEENSLAND) AWARD - STATE 2005**

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Presbyterian Boarding Schools and Colleges Employees (Excluding South-East Queensland) Award - State 2005.

1.2 Arrangement

Subject Matter Clause No.

Part 1 - Application and Operation

Title	1.1
Arrangement	1.2
Date of operation	1.3
Award coverage	1.4
Definitions	1.5
Area of operation	1.6
Parties bound	1.7

Part 2 - Flexibility

Enterprise flexibility	2.1
------------------------	-----

Part 3 - Communication, Consultation and Dispute Resolution

Consultative mechanisms and procedures in the workplace	3.1
Grievance and dispute settling procedure	3.2

Part 4 - Employer and Employees' Duties, Employment Relationship and Related Arrangements

Employment categories	4.1
Full-time employment	4.2
Part-time employment	4.3
Casual employment	4.4
Mixed functions	4.5

Subject Matter	Clause No.
Incidental or peripheral tasks	4.6
Termination of employment	4.7
Introduction of changes	4.8
Redundancy	4.9
Anti-discrimination	4.10
Continuity of service - transfer of calling	4.11

Part 5 - Wages and wage Related Matters

Definition of classifications	5.1
Wage rates	5.2
Payment and deduction of wages	5.3
Allowances	5.4
Superannuation	5.5

Part 6 - Hours of Work, Breaks, Overtime, Shift work, Weekend Work

Hours of work	6.1
Roster posting	6.2
Meal breaks	6.3
Rest pauses	6.4
Overtime	6.5

Part 7 - Leave of Absence and Public Holidays

Annual leave	7.1
Sick leave	7.2
Bereavement leave	7.3
Long service leave	7.4
Family leave	7.5
Public holidays	7.6
Jury service	7.7

Part 8 - Transfers, Travelling and Working Away from Usual Place of Work

Travelling facilities	8.1
-----------------------	-----

Part 9 - Training and Related Matters

Commitment to training and careers	9.1
------------------------------------	-----

Part 10 - Occupational Health and Safety Matters, Equipment, Tools and Amenities

Uniforms	10.1
----------	------

Part 11 - Award Compliance and Union Related Matters

Right of entry	11.1
Time and wages record	11.2
Trade union training leave	11.3
Posting of award	11.4
Union encouragement	11.5

1.3 Date of operation

This Award takes effect 18 April 2005.

1.4 Award coverage

1.4.1 This Award applies to Blackheath and Thornburgh College, Charters Towers and to their employees employed in or in connection with the operations of such colleges.

1.4.2 This Award shall not apply to those persons who are in Holy Orders, members of a recognised religious order or are *bona fide* Church Workers and to those persons who satisfy any Industrial Magistrate that they wish to work in any particular establishment from religious motive, and who receive from the Industrial Magistrate a

certificate of exemption.

1.5 Definitions

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

1.5.2 "Boarding school" means any school which provides board and lodging for primary and/or secondary students.

1.5.3 "Commission" means the Queensland Industrial Relations Commission.

1.5.4 "Duty" includes all tasks related to the provision of service, personal care and supervision of students and tasks concerned with the maintenance of good order and behaviour. In addition to supervising students, tasks include the organising care and supervision of boarding accommodation; they may also include supervision of other staff, whether full-time, part-time or casual, as determined by the School Authority.

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

1.5.6 "Year of service" the salary payable to a boarding supervisor shall be determined with due regard for their years of service in an equivalent capacity and be inclusive of service prior to the coming into force of this Award.

1.6 Area of operation

For the purposes of this Award, the Divisions and Districts are as follows:

1.6.1 Divisions

Northern Division - That portion 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 portion 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.

1.6.2 Districts

(a) Northern Division:

Eastern District - That portion 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 Parties bound

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

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

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

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Consultative mechanisms and procedures in the workplace

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

3.2 Grievance and dispute settling procedure

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

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

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

4.1 Employment categories

4.1.1 Employees covered by this Award shall be advised in writing of their employment category upon appointment. Employment categories are:

- (a) Full-time;
- (b) Part-time (as prescribed in clause 4.3); and
- (c) Casual (as prescribed in clause 4.4).

4.1.2 Except for the first week of employment, the employment of a weekly employee may be terminated by 2 days' notice given by either party or by the payment or forfeiture, as the case may be, of 2 days' wages in lieu of such notice. This shall not affect the right of the employer to dismiss any employee without notice for misconduct and in such cases shall be paid up to the time of dismissal only.

4.1.3 During the first week of employment the employment may be terminated by a day's notice given by either party.

4.1.4 An employee, at the point of engagement, shall be notified whether their employment is for a probationary period of one week.

4.1.5 Any employee who is notified upon engagement that the employee is on probation for a period of a week may be dismissed before the expiration of such period and in such case shall be considered a casual employee and shall be paid the rates prescribed for a casual employee in clause 4.4, of this Award.

4.1.6 Notwithstanding the foregoing provisions, an employee may be stood down on leave of absence without pay during all school vacation periods when no work is available:

Provided that the contract of employment shall be deemed not to have been broken for all Award and statutory purposes by such leave of absence during vacation periods:

Provided further, that where the employment of an employee is terminated by the employer in accordance with the provisions of clause 4.1.6 through no fault of the employee within one week of the end of any school term or during the following vacation, and such employee whose services are so terminated is re-employed by the same employer before the expiration of 2 weeks after the commencement of the next school term, the contract of employment shall not be deemed to have been broken for the purposes of long service leave. Any period of non-employment for any such employee who is so re-employed shall not count as qualifying service for the purposes of such long service leave.

4.1.7 The employment of a casual employee may be terminated by one hour's notice.

4.2 Full-time employment

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

4.3 Part-time employment

4.3.1 Part-time employment shall be defined as an employee who works a lesser number of hours than constitute full-time employment under this Award and who works a minimum number of hours, being 15 per week; and a maximum number of hours, being 38 per week; and a minimum number of consecutive hours, being 3 per day; with a regular number of ordinary hours per week; and any work performed by a part-time employee outside of the ordinary rostered hours to be paid as overtime.

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

4.3.3 A part-time employee is to be paid on a *pro rata* basis (proportionate to the number of hours worked) for wages and employment conditions as specified in this Award for full-time employment for the same kind of work.

4.3.4 All other conditions for part-time employment other than those specified above, shall be those that apply to full-time employment.

4.3.5 A part-time employee shall be paid the hourly rate prescribed by the Award and in addition shall be entitled to a *pro rata* payment of the shift premium where appropriate.

4.3.6 An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with this Award.

Where an employee and the employer agree, part-time employment may be converted to full-time and vice versa on a permanent basis or for a specified period of time. If such as employee transfers from full-time to part-time (or vice versa) all accrued award and legislative entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

4.4 Casual employment

4.4.1 Casual employees shall be paid 1/38th of the appropriate weekly rate of pay for the classification concerned.

4.4.2 Casual employees shall be paid for a minimum of 2 hours per engagement.

4.4.3 In addition to the rate prescribed in clause 5.2 the casual employees shall be entitled to an additional loading of 23% payable for all ordinary hours worked.

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

4.6 Incidental and peripheral tasks

4.6.1 Employees are to be available to perform a wider range of duties, including work which is incidental or peripheral to their main task or functions.

4.6.2 The assignment of incidental or peripheral tasks to an employee or a class of employees shall:

- (a) be consistent with the efficient performance of the employee's main tasks or functions;
- (b) be subject to the employee having the skills or competence to perform the initial tasks;
- (c) be referred to the Joint Steering Committee where any dispute arises.

4.7 Termination of employment

4.7.1 Termination by the employer

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

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

- (b) In addition to the notice in clause 4.7.1(a), employees over 45 years of age at the time of giving of notice and with not less than 2 years' continuous service, shall be entitled to an additional week's notice.

- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (d) The period of notice in clause 4.7.1(a) shall not apply to casual employees nor in the case of dismissal for misconduct (including dishonesty, intoxication or wilful disobedience) or other grounds that justify instant dismissal.

4.7.2 Notice of termination by employee

- (a) 2 days' notice of termination is required to be given by the employee to the employer.

- (b) If an employee fails to give notice the employer shall have the right to withhold monies due to the

employee with a maximum amount equal to the ordinary time rate for the period of notice.

4.7.3 *Casual employees*

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

4.8 Introduction of changes

4.8.1 *Employer's duty to notify*

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

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

4.8.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Unions or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.8.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Unions or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.9 Redundancy

4.9.1 *Consultation before terminations*

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

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

4.9.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.9.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.7.

- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

4.9.3 *Transmission of business*

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

4.9.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.9.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.9.5 *Notice to Centrelink*

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

4.9.6 *Severance pay*

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

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

More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

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

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

4.9.7 *Superannuation benefits*

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

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

4.9.8 *Employee leaving during notice*

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

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

4.9.9 *Alternative employment*

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

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

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

4.9.11 *Employees exempted*

Clause 4.9 shall not apply:

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

4.9.12 *Employers exempted*

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

- (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

4.9.13 *Exemption where transmission of business*

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

4.9.14 *Incapacity to pay*

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

4.10 Anti-discrimination

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

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

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

4.10.3 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.

4.10.4 Nothing in clause 4.10 is to be taken to affect:

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

4.11 Continuity of service - transfer of calling

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Definition of classifications

- 5.1.1 "Assistant supervisor (residential)" means a person who supervises evening studies and other student activities under the direction of a qualified teacher and/or other supervisor.
- 5.1.2 "Cook employed alone" means a cook (other than a chef or first cook, or second cook) employed in a kitchen where no other cook is employed. Employees engaged in cooking eggs or making toast, teas, coffee or similar drinks shall not be considered to be performing the work of a cook.
- 5.1.3 "Second cook" means a cook who is in charge of the kitchen staff when the chef or first cook is not on duty.
- 5.1.4 "Chef or first cook" means the cook permanently employed to be in charge of a kitchen.
- 5.1.5 "Kitchenhand" means an employee engaged in assisting a cook or cooks in any kitchen:

Provided that such employee may also be required to work in a pantry.
- 5.1.6 "Cook" means an employee who is employed substantially in the cooking and/or preparing of food but shall not be deemed to include other classes of cooks as defined herein.
- 5.1.7 "Laundryhand" means an employee who is employed to perform general laundry work.
- 5.1.8 "Leading hand" means laundry worker in charge of other laundry workers and properly classified as a leading hand by the employer.
- 5.1.9 "Boarding Supervisor" means an employee, employed as such.
- 5.1.10 "Supervisor" means the person appointed to supervise the work of kitchenhands, pantryhands, or dining room attendants.
- 5.1.11 "Housekeeper" means the person other than a leading hand who is mainly responsible for the supervision and control of domestic staff and who may be required, from time to time, to perform any of the duties of such staff.
- 5.1.12 "Houseperson" means an employee who is employed to perform general house cleaning work including, where required, the laundering of small items such as pillow slips, towels etc.

5.2 Wage rates

5.2.1 The minimum rates of wages payable to the following grades shall be as follows:

	Total rate per week \$
Boarding supervisor -	
First year of experience	594.55
Second year of experience	624.15
Third year and subsequent years of experience	626.70
Housekeeper	633.35
Student movement coordinator	635.35
School maintenance Assistant	602.75
Chef or first cook	632.00
Second cook	621.00
Cook employed alone	606.60
Cook	599.80

	Total rate per week \$
Kitchenhand	594.10
Domestic staff	594.10
Farm hand/estate hand	594.80

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

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

5.2.2 *Junior employees*

The minimum rates of wages for junior employees shall be the undermentioned percentages of the appropriate adult grade rate of the work performed:

	Percentage of adult rate %
Under 17 years of age	55
17 and under 18 years of age	65
18 and under 19 years of age	75
19 and under 20 years of age	85

And thereafter the appropriate rate for the class of work being performed.

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.

5.3 **Payment and deduction of wages**

- 5.3.1 Wages shall be paid on the same day each fortnight and provided that not more than 2 days' wages shall be held by the employer.
- 5.3.2 Wages shall be paid in the employer's time and unless otherwise mutually agreed, shall be paid on a week day.
- 5.3.3 Wages shall be paid in cash, and where the employer and the employee mutually agree payment may be made by cheque or deposited into a nominated account.
- 5.3.4 An employee whose rostered day off falls on a pay day and who desires payment of wages on the working day prior to pay day, shall be paid on such working day prior to pay day, provided that at least 24 hours' notice of the desired early payment is given to the employer.
- 5.3.5 *Deductions* - The employer shall, on request in writing by any employee, pay to the Union, out of any money due to the employee, in respect of wages, the annual contribution of such employee as a member of the Union.
- 5.3.6 *Deductions for board of lodging* - The amounts which may be deducted from the wages when an employee is provided with board only or board and lodging shall be as agreed upon in writing from time to time between the employer and the branch secretary of the Union.

5.4 **Allowances**

- 5.4.1 For the purposes of this Award the following divisional parities shall apply to each of the named districts over and above the rates prescribed in clause 5.2.

- (a) Northern Division Eastern District - Adults employed in that portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude shall be paid 2.625c per hour or \$2.10 per fortnight.
Juniors - 1.313c per hour or \$1.06 per fortnight.
- (b) Northern Division Western District - Adults employed in that portion of the Northern Division west of 144 degrees 30 minutes of east longitude including Thursday Island shall be paid 8.125c per hour or \$6.50 per fortnight.
Juniors - 4.063c per hour or \$3.26 per fortnight.
- (c) Mackay Division - Adults employed in Mackay division shall be paid 2.25c per hour or \$1.80 per fortnight and 1.125c per hour or 90c per fortnight in the case of junior.
- (d) Southern Division Western District - Adults shall be paid 2.625c per hour or \$2.10 per fortnight.
Juniors - 1.313c per hour or \$1.06 per fortnight.

5.5 Superannuation

5.5.1 *Application* - In addition to the rates of pay prescribed in clause 5.2, eligible employees (as defined in clause 5.5.3(b)) shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.5.

5.5.2 Contributions

- (a) Amount - As from 1 January 2005 every employer shall contribute on behalf of each eligible employee, an amount calculated at 9% of the employee's ordinary time earnings, into an approved fund (as defined in clause 5.5.3(a)). Each such payment of contributions shall be rounded off to the nearest 10 cents:

Provided that where an employee is absent and is receiving by way of workers' compensation an amount of money no less than the award rate of pay the contribution shall be calculated at 3%.
- (b) Regular payment - The employer shall pay such contributions to the credit of each eligible employee at least once each calendar month or in accordance with the requirements of the approved fund trust deed.
- (c) Minimum level of earnings - As from 1 January 2005 no employer shall be required to pay superannuation contributions on behalf of any eligible employee whether full-time, part-time, casual, adult or junior in respect of any month during which the employee's ordinary time earnings (as defined in clause 5.5.3(d)) is less than \$450.00.
- (d) Absences from work - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation.
- (e) Other contributions - Nothing in clause 5.5 shall preclude an employee from making contributions to a fund in accordance with the provisions of the trust deed of the fund.
- (f) Cessation of contributions - An employer shall not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.
- (g) No other deductions - No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the fund other than the remission of contributions as prescribed in clause 5.5.

5.5.3 Definitions

- (a) "Approved fund" means a fund (as defined in clause 5.5.3(c)) approved for the purposes of clause 5.4 by the Commission as one to which occupational superannuation contributions may be made by an employer on behalf of an employee, as required by clause 5.5. Such approved fund may be individually named or may be identified by naming a particular class or category.
- (b) "Eligible employee" means any employee who has been employed by the employer during 5 consecutive weeks and who has worked a minimum of 50 hours during that period. After completion of the above

qualifying period, superannuation contributions shall then be made in accordance with clause 5.5.2 effective from the commencement of that qualifying period.

- (c) "Fund" means a superannuation fund satisfying the Commonwealth legislation for occupational superannuation funds and satisfying the superannuation fund conditions in relation to a year of income, as specified in the relevant Act and complying with the operating standards as prescribed by Regulations made under the relevant Act. In the case of a newly established fund, the term shall include a superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.
- (d) "Ordinary time earnings" for the purposes of clause 5.5 means the actual ordinary time rate of pay the employee receives for ordinary hours of work including shift loading, skill allowances and leading hand allowances, where applicable. The term includes any over-award payment as well as casual rates received for ordinary hours of work. Ordinary time earnings shall not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

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

- (a) Sunsuper.
- (b) Any named fund as is agreed to between the relevant employer/Union parties to this Award and as recorded in an approved Industrial Agreement.
- (c) In the case of a minority group of employees of a particular employer, any industry, multi-industry or other fund which has been approved in an award or an agreement approved by an Industrial Tribunal whether State or Federal jurisdiction which has already had practical application to the majority of award employees of that employer.
- (d) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115 of the Act and are employed by an employer who also belongs to that fellowship, any fund nominated by the employer and approved by the Brethren.
- (e) Any fund agreed between an employer and an employee who holds a Certificate issued pursuant to section 115 of the Act where membership of a fund cited in an award would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act.
- (f) In relation to any particular employer, any other established fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.5.2 on behalf of at least a significant number of that employer's employees.
- (g) The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.
 - (i) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
 - (ii) A person must not coerce someone else to make an agreement.
 - (iii) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (inspection of time and wage records) of the Act.
 - (iv) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settling procedure as contained in clause 3.2.

5.5.5 Challenge of a fund

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

- (c) In the event of any dispute over whether any fund complies with the requirements of clause 5.5, the onus of proof shall rest upon the employer.

5.5.6 *Fund selection*

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

5.5.7 *Enrolment*

- (a) Each employer to whom clause 5.5 applies shall as soon as practicable as to both current and future eligible employees:
 - (i) notify each employee of the employee's entitlement to occupational superannuation;
 - (ii) consult as may be necessary to facilitate the selection by employees of an appropriate fund within the meaning of clause 5.5.4;
 - (iii) take all reasonable steps to ensure that upon the determination of an appropriate fund, each eligible employee receives, completes, signs and returns the necessary application form/s provided by the employer, to enable that employee to become a member of the fund; and
 - (iv) Submit completed application form/s and any other relevant material to the trustees of the fund.
- (b) Each employee upon becoming eligible to become a member of a fund determined in accordance with clause 5.5 shall:
 - (i) complete and sign the necessary application form/s to enable that employee to become a member of that fund; and
 - (ii) return such form/s to the employer within 28 days of receipt of the application form/s in order to be entitled to the benefit of the contributions prescribed in clause 5.5.2.
- (c) Where an employer has complied with the requirements of clause 5.5.7(a) and an eligible employee fails to complete, sign and return the application form/s within 28 days of the receipt by the employee of that form/s, then that employer shall:
 - (i) advise the eligible employee in writing of the non-receipt of the application form/s and further advise the eligible employee that continuing failure to complete, sign and return such form/s within 14 days could jeopardise the employee's entitlement to the occupational superannuation benefit prescribed by clause 5.5;
 - (ii) in the event that the eligible employee fails to complete, sign and return such application form/s within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which the completed and signed application form/s is received by the employer;
 - (iii) in the event that the eligible employee fails to return a completed and signed application form/s within a period of 6 months from the date of the original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed application form/s is a pre-requisite to the payment of any occupational superannuation contributions;

- (iv) at the same time as advising the eligible employee pursuant to clause 5.5.7(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the Union a copy of each letter forwarded by the employer to the eligible employee pursuant to clauses 5.5.7(c)(i) and 5.5.7(c)(iii).
- (d) Where an employer fails to provide an eligible employee with an application form/s in accordance with clause 5.5.7(a)(iii) the employer shall be obliged to make contributions as from the date the employee became an eligible employee provided that the eligible employee completes, signs and returns to the employer an application form/s within 28 days of being provided with the application form/s by the employer. Where the eligible employee fails to complete, sign and return an application form/s within such period of 28 days the provisions of clause 5.5.7(c) shall apply.

5.5.8 *Unpaid contributions*

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

5.5.9 *Exemptions*

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

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

6.1 Hours of work

6.1.1 *Operation of 38 hour week*

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

Provided that any such altered starting and finishing time will not invoke any penalty payment that would not be payable if the Award spread of hours was observed.
- (e) Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time. Preparation for work and cleaning up of the Employee's person shall be in the employee's time.
- (f) Where a rostered day falls on a public holiday, the following day may be taken where practicable in lieu thereof or the employee and the employer may agree to an alternative day off duty as substitution.

(g) Pay averaging

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

(h) The entitlement to a rostered day off on full pay shall be subject to the following:

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

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

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

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

(j) *Payment of wages*

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

6.1.2 *Implementation of a 38 hour week*

(a) The 38 hour week shall be implemented on one of the following bases, most suitable to each location, after consultation with and giving reasonable consideration to the wishes of the employees concerned:

- (i) by employees working less than 8 ordinary hours each day; or
- (ii) by employees working less than 8 ordinary hours on one or more days each work cycle; or
- (iii) by fixing one or more work days on which all employees will be off during a particular work cycle; or
- (iv) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.

(b) Subject to clause 6.1.2, employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.

(c) Notwithstanding any other provision in clause 6.1.2, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the employee concerned, may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.

(d) Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in each location concerned.

6.1.3 *Procedure for discussions - 38 hour week*

(a) The employer and all employees concerned in each establishment shall consult over the most appropriate means of implementing and working a 38 hour week.

(b) The object of such consultation shall be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause 6.1.

(c) The outcome of such consultation shall be recorded in writing.

(d) In cases where agreement cannot be reached as a result of consultation between the parties, either party

may request the assistance or advice of their relevant employee or employer organisation.

- (e) Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer shall have the right to make the final determination as to the method by which the 38 hour week is implemented from time to time.
- (f) After implementation of the 38 hour week, upon giving 7 days' notice, or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the employer and employees concerned, utilising the foregoing provisions of clause 6.1.3, including 6.1.3 (e).

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

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

6.1.6 The ordinary working hours shall be 7 hours and 36 minutes per day, 38 hours per week over 5 days per week with 2 continuous days off per week. Such ordinary hours may be worked within a maximum spread of 14 hours, inclusive of an unpaid meal break. There shall not be more than one break during the ordinary daily working hours.

6.1.7 The work cycle or work cycles and the arrangement of ordinary hours within work cycles shall be determined by the College after consultation with the employees concerned. Without limiting the options for arrangement of ordinary hours examples of the way ordinary hours may be arranged are as follows:

- (a) by employees working less than 8 ordinary hours each day; or
- (b) by employees working less than 8 ordinary hours on one or more days each work cycle; or
- (c) by fixing one or more work days on which all employees will be off during a particular work cycle; or
- (d) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.

6.1.8 The method of implementing the 38 hour week may be altered by the college after giving 7 days' notice or such shorter period as may be mutually agreed upon between the college and the majority of employees concerned. Prior to an alternation of the method of implementing the 38 hour week, the college shall consult with the employees concerned.

6.1.9 The ordinary hours of work prescribed may be worked on any 5 consecutive days in the week, within a maximum spread of 13 hours Monday to Sunday inclusive, subject to the following:

- (a) The ordinary hours for all employees engaged on weekly hiring shall be worked according to a roster showing the starting and finishing times on each day and the surname and initials of each employee. The starting and ceasing times for a particular day of the week shall be the same as from week to week. The roster shall be prepared by the employer and shall be posted in a conspicuous place or places accessible to the employees concerned. Such roster shall be alterable by mutual consent at any time or by the giving of at least 7 days' notice by the employer to the employee or employees concerned.

- (b) The ordinary hours of work prescribed herein shall not exceed 10 hours on any day:

Provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned:

Provided further that where any arrangement of ordinary hours exceeds 8 on any day, the relevant Union shall be notified in writing within 14 days of commencement of work under such arrangement.

- (c) Provided that hours outside those specified in this clause may be agreed upon in writing between the employer and the Branch Secretary the Union, for the purpose of suiting particular "local conditions".

6.2 Roster posting

A roster showing starting and ceasing times for the ordinary hours of duty of weekly employees and the times between which the period is allotted for each meal together with the surname and initials of each employee shall be prepared by the employer and shall be posted in a conspicuous place or places accessible to the employees concerned. The roster shall be alterable by mutual consent at any time or by amendment of the roster on 7 days' notice. Where practicable, 2

weeks' notice of rostered days off shall be given provided that the days off may be changed by mutual consent or is rendered necessary by the absence of other employees from duty, shortage of staff, or other cause over which the employer has no control and in which cases 12 hours' notice shall be sufficient.

6.3 Meal breaks

6.3.1 All employees shall be entitled to an unpaid meal break of not less than one half hour. No employee shall be required to work continuously for more than 5 hours without a meal break.

6.3.2 Meal breaks shall be arranged to suit the mutual convenience of the employer and the employee.

6.3.3 Any employee who is required to continue working for more than one hour beyond the ordinary ceasing time shall be allowed an unpaid crib break of 30 minutes, and shall be provided with an adequate meal by the employer or be paid an amount of \$9.60 in lieu thereof.

6.4 Rest pauses

6.4.1 *Full-time Employees* - Full-time employees shall receive a rest pause of 10 minutes' duration in the first half and the second half of each day worked.

6.4.2 *Part-time and casual employees* - Part-time and casual employees who work a minimum of 4 consecutive ordinary hours, but less than 8 consecutive ordinary hours on any one day shall receive a rest pause of 10 minutes' duration. Employees who work a minimum of 8 consecutive ordinary hours (excluding the meal break) on any one day shall receive a rest pause of 10 minutes' duration in the first half and the second half of the period worked.

6.4.3 Rest pauses shall be taken in the employer's time.

6.4.4 Rest pauses shall be taken at times to suit the convenience of the employer and so as not to interfere with the continuity of work where continuity is necessary.

6.5 Overtime

6.5.1 Except as hereinafter provided, all time worked outside or in excess of the ordinary hours or outside the usual commencing and ceasing times shall be deemed to be overtime and shall be paid for at the rate of time and a-half:

Provided that employees shall be paid at the rate of double time for all overtime worked in excess of 3 hours in any one day:

Provided that any time required to be worked by casual or part-time employees in excess of 8 hours on any day shall be deemed over-time and shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter.

6.5.2 All time worked on an employee's rostered day off shall be paid for at the rate of double time with a minimum payment as for 3 hours worked.

6.5.3 Overtime payments shall be calculated to the nearest 15 minutes and payments shall be in multiples of 15 minutes.

6.5.4 An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least 10 consecutive hours off duty between those times shall subject to clause 6.5.4, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instruction of the employer, such an employee resumes or continues work without having had such 10 consecutive hours off duty, they shall be paid double rates until they are released from duty for such period and they shall then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

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

7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual

leave and (subject to clause 7.1.5) shall be paid for by the employer in advance:

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

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due to the employee, the employee's pay, calculated in accordance with clause 7.1.5, for 4 weeks and also the employee's ordinary pay for any public holiday occurring during such period of 4 weeks.

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

7.1.5 *Calculation of annual leave pay* - In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

- (a) Leading hands etc. - Subject to clause 7.1.5(c), leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (b) All employees - Subject to the provisions of clause 7.1.5(c), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
 - (i) The employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and week-end penalty rates):
 - (ii) Leading hand allowance or amounts of a like nature;
 - (iii) A further amount calculated at the rate of 17.5% of the amounts referred to in clauses 7.1.5(b)(i) and 7.1.5(b)(ii).
- (c) The provisions of clause 7.1.5(b) shall not apply to the following:
 - (i) Any period or periods of annual leave exceeding:
 - (A) 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or
 - (B) 4 weeks in any other case.
 - (ii) Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

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

7.1.7 Except as hereinbefore provided, it shall not be lawful for the employer to give or for any employee to receive payment in lieu of annual leave.

7.2 Sick leave

7.2.1 Entitlement

- (a) Every employee, except casuals and school-based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with their employer:

Provided that part-time employees accrue sick leave on a proportional basis.

- (b) This entitlement will accrue at the rate of 7.6 hours' sick leave for each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the number of hours which would have been worked by the employee if the employee were not absent on sick leave.

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

7.2.2 *Employee must give notice*

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

7.2.3 *Evidence supporting a claim*

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

7.2.4 *Accumulated sick leave*

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

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

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

7.2.5 *Workers' compensation*

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

7.3 Bereavement leave

7.3.1 *Full-time and part-time employees*

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

7.3.2 *Long-term casual employees*

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

7.3.3 "Immediate family" includes:

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

7.3.4 *Unpaid leave*

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

7.4 Long service leave

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

7.5 Family leave

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

7.5.1 It is to be noted that:

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

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

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

7.6 Public holidays

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

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

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

7.6.2 *Labour Day*

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

7.6.3 *Annual show*

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

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

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

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

- (a) A full-time employee is entitled to either payment for each public holiday or a substituted day's leave.

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

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

7.6.5 *Double time and a-half*

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

7.6.6 *Stand down*

Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, shall be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and New Year's Day.

7.6.7 *Substitution*

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

7.7 **Jury service**

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

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

8.1 Travelling facilities

Where an employee is detained at work until it is too late to travel by the last public transport to the employee's usual place of residence, where such employee normally uses same, the employer shall either provide property conveyance or private accommodation for the night free of charge:

Provided that if an employee is required to start work before the employee's ordinary commencing time and before the first ordinary means of conveyance (hereinbefore prescribed) is available to convey the employee from the employee's usual place of residence, where such employee normally uses same, to the place of employment the employer shall provide a conveyance or pay the cost thereof.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Commitment to training and careers

- 9.1.1 The parties acknowledge that various degrees of training are provided to employees in the industry, both by internal on the job training and through external training providers.
- 9.1.2 The parties commit themselves to continuing such training as is regarded by them as appropriate and improving training in such cases where this is required.
- 9.1.3 It is agreed that the parties will co-operate in ensuring that appropriate training is available for all employees in this industry and the parties agree to co-operate in encouraging both employers and employees to avail themselves of the benefits from such training.
- 9.1.4 The parties agree to continue discussions on issues raised in relation to training.
- 9.1.5 The parties are committed to encouraging young people to view this industry as one which has the capacity to provide them with an interesting career.

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

10.1 Uniforms

Where an employer requires any employee to wear any special uniform, dress or clothing such shall be supplied by the employer and such employee shall be paid an allowance of \$2.80 per week unless such uniform, dress or clothing is laundered by the employer.

Where it is necessary that waterproof or other protective clothing such as water proof boots, aprons or gloves be worn by an employee, the employee shall be supplied with same without cost to the employee. Such protective clothing shall remain the property of the employer.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.1.2 Entry procedure

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

person in charge is absent.

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

11.1.3 *Inspection of records*

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

11.1.4 *Discussions with employees*

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

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Trade union training leave

11.3.1 An employee shall be granted up to 3 days leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the Union subject to the following conditions:

- (a) The employee provides the employer with a written application for the leave endorsed by the Union at least one month before the leave is required.
- (b) The employee has at least 12 months of uninterrupted service with the employer prior to such leave being granted.

11.3.2 The entitlement to leave under clause 11.3 will not extend to more than 2 employees from each site each year, however, this condition shall not operate to prevent the employer from granting leave under the provisions of clause 11.3 to more than 2 employees in any one year.

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

11.3.3 The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the employer's operations.

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

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

11.4 Posting of Award

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

11.5 Union encouragement

Preamble

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

11.5.1 Documentation to be provided by employer

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

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

Award.

11.5.2 *Union delegates*

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

Dated 18 April 2005.

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

Operative Date: 18 April 2005
Repeal of Industrial Agreement and New Award -
Presbyterian Boarding Schools and Colleges Employees
(Excluding South-East Queensland) Award - State 2005.
Released: 1 August 2005