

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

RESIDENTIAL COLLEGES (UNIVERSITY OF QUEENSLAND ST. LUCIA CAMPUS) AWARD - 2002

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Residential Colleges (University of Queensland St. Lucia Campus) Award - 2002 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 Residential Colleges (University of Queensland St. Lucia Campus) Award - 2002 as at 1 September 2010.

Dated 1 November 2010.

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

RESIDENTIAL COLLEGES (UNIVERSITY OF QUEENSLAND ST. LUCIA CAMPUS) AWARD - 2002

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Residential Colleges (University of Queensland St. Lucia Campus) Award - 2002.

1.2 Arrangement

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1.3 Date of operation

This Award takes effect from 6 January 2003.

1.4 Coverage

1.4.1 This Award applies to all employees, for whom classifications and rates of pay are prescribed herein, employed in Residential Colleges at the University of Queensland, St Lucia Campus, and to their employers.

This Award applies to employees whose conditions of employment would have otherwise been covered by the:

- (a) Boarding Schools, Residential Colleges and Other Non-Commercial Accommodation Award - South Eastern Division
- (b) International House Certified Agreement 1995
- (c) Miscellaneous Workers Award - State

1.5 Definitions

- 1.5.1 The " Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.5.2 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.3 "Day" means the period from midnight to midnight on any one day.
- 1.5.4 "Night Porter" means an employee who is employed substantially for the purposes of maintaining some security of the premises as well as delivering goods and/or messages and performing services for the occupants of the Residential College.
- 1.5.5 "Residential College" will be deemed to mean and include any accommodation establishment in which accommodation is provided for 7 or more paying guests, boarders or lodgers not being members of the family of the proprietor or manager.
- 1.5.6 "Yardperson/Handyperson" means an employee engaged on the maintenance, upkeep and cleansing of the buildings and/or environs of an establishment, including the outside of windows, and the servicing of accommodation units including duties incidental thereto.
- 1.5.7 "Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees.

1.6 Area of operation

The Area of operation shall be the Residential Colleges (University of Queensland St. Lucia Campus).

1.7 Parties bound

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

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 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.

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

- 3.1.3 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 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of 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 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 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.
- 3.1.9 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.
- 3.1.10 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 Contract of employment

- 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 4.2); or
- (c) casual (as prescribed in clause 4.3).

4.2 Part-time employment

- 4.2.1 A part-time employee is an employee who:

- (a) is employed for not less than 16 hours per week and for not more than 32 ordinary hours per week; and
- (b) is rostered for a minimum of 3 consecutive hours on any shift or day.

- 4.2.2 At the time of engagement the employer and the part-time employee will agree in writing the number of ordinary hours to be worked each week.

- 4.2.3 Any agreed amendment to the number of ordinary hours worked will be recorded in writing.

- 4.2.4 A part-time employee's roster, but not the agreed number of ordinary hours, may be altered by mutual agreement.

- 4.2.5 All time worked outside or in excess of the ordinary hours of work prescribed by this Award or outside of a part-time employee's usual commencing and ceasing times shall be deemed to be overtime.

- 4.2.6 Part-time employees shall be paid an hourly rate equal to the appropriate weekly rate divided by 38.

4.2.7 A part-time employee will receive, on a proportionate basis, equivalent pay and conditions to those of full-time employees.

4.2.8 A part-time employee shall be entitled to either payment for each of the abovementioned public holidays or a substituted day's leave:

Provided that part-time employee would have been ordinarily rostered to work that Day had it not been a public holiday.

4.3 Casual employment

4.3.1 Casual employees shall be paid an hourly rate by dividing the weekly rate of the appropriate classification by 38 and adding a loading of 25%.

4.3.2 A casual employee shall receive the minimum payment as for 2 hours work per engagement.

4.4 Trainees

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

4.5 Incidental and peripheral tasks

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

4.5.2 The assignment of incidental or peripheral tasks to an employee or a class of employees will:

(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;

4.6 Anti-discrimination

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

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

(b) sexual harassment; and

(c) racial and religious vilification.

4.6.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.1, 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.

4.6.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

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

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

(b) an employee, employer or registered organization, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

4.7 Termination of employment

4.7.1 *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.

4.7.2 *Termination by employer*

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

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

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

4.7.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.7.2.

4.7.4 *Time off during notice period*

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

4.8 Introduction of changes

4.8.1 *Employer's duty to notify*

(a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.

(b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

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

4.8.2 *Employer's duty to consult over change*

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

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

4.9 Redundancy

4.9.1 Consultation before terminations

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.9.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse 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 any 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 4.7.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.9.1(a), shall be entitled to the following amounts of severance pay:

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

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

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

4.9.7 *Superannuation benefits*

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

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

4.9.8 *Employee leaving during notice*

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

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

4.9.9 *Alternative employment*

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

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

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

4.9.11 *Employees exempted*

Clause 4.9 shall not apply:

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

4.9.12 *Employers exempted*

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

4.9.13 *Exemption where transmission of business*

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

4.9.14 *Incapacity to pay*

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

4.10 Continuity of service - transfer of calling

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Definition of classifications

- 5.1.1 "Chef" means an employee who supervises and controls the work and employees in the college kitchen and/or has served an apprenticeship or who has qualified through an approved technical college or institution, or who has obtained an equivalent qualification.
- 5.1.2 "Cook 1" means an employee who is placed in charge of a kitchen in the absence of a "Chef."
- 5.1.3 "Cook 2" means an employee who is employed substantially in the cooking and/or preparing of food. Employees engaged in cooking eggs or making toast, teas, bouillon, or similar drinks, will not be considered to be performing the work of a Cook.
- 5.1.4 "Catering Worker 1" means an employee engaged in assisting a Chef or other employee in the college kitchen or an employee engaged in washing dishes, cleaning or dining room duties and who is qualified to use and clean all kitchen and catering equipment.
- 5.1.5 "Catering Worker 2" means a Catering Worker 1 who has completed a minimum of 360 hours of approved training at a Technical and Further Education establishment or under another recognised training course and actively assists in programs and other college policies or who has completed necessary competency based training, subject to the employer's discretion.
- 5.1.6 "Cleaner Grade 1" means an employee who is employed to perform general college cleaning work that may include making beds, distributing linen, cleaning rooms, cleaning interior windows and other windows that can be cleaned without safety equipment, sweeping pathways, mowing lawns, and gardening.
- 5.1.7 "Cleaner Grade 2" means a Cleaner Grade 1 who has completed approved workplace health and safety training and who (a) uses specialised cleaning equipment and/or (b) uses safety equipment for cleaning exterior windows and gutters.

5.2 Wage rates

5.2.1 Classifications	Relativity %	Per Week \$
Catering Worker 1	82	604.90
Night Porter		604.90
Yard Person	87.4	627.40
Handy Person		627.40
Cleaner Grade 1		627.40
Catering Worker 2		627.40
Cleaner Grade 2	92.4	648.60
Cook 2		648.60
Cook 1	100	682.00
Chef	110	723.70

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

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

5.2.2 Junior employees

The following will be the minimum weekly rates of pay for junior employees (other than cleaning staff):

Percentage of
appropriate

	Adult Rate %
Under 18 years of age	65
18 and under 19 years of age	75

Junior rates will 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 Allowances

5.3.1 Leading hand allowances

Any employee appointed to be in charge of other employees will be paid the following allowances in addition to the rate prescribed:

In charge of	Per Week \$
1 to 8 employees	11.70
9 to 16 employees	14.50
17 or more employees	17.40

Provided that clause 5.3.1 will not apply to Chefs, Cook 1 or Cleaner Grade 2.

5.3.2 Night work allowance - night porter

A Night Porter will be paid the following percentage allowance per night, in addition to the employee's ordinary time wage rate, for working hours between 5.00 p.m. and 5.00 a.m. as provided in clause 6.1.4 (Night Porter):

- (a) from 1/11/2001 15% (or \$9.70 whichever is the greater)

5.4 Payment of wages

5.4.1 Wages will be paid on the same Day each week or fortnight and not more than 2 Days' pay may be held by an employer.

5.4.2 Except where otherwise mutually agreed between the employer and the majority of employees, payment of wages will be made in cash or by electronic funds transfer, either weekly or fortnightly and either on a Friday or on the Day which coincides with the pay Day of the majority of the establishment. Where the pay Day falls on a holiday, the preceding business Day will be the pay Day for that period.

5.4.3 Wages will be paid in the employer's time and any employee who is not paid within 15 minutes of such employee's ordinary ceasing time will be deemed to be working during the time the employee is kept waiting.

5.4.4 Employees going on annual leave will be paid for such annual leave before departure.

5.4.5 In case of dismissal or of an employee leaving the service of an employer after having given the prescribed notice, the employee will be paid all wages due within 15 minutes of ceasing work.

5.5 Occupational superannuation

The subject of Superannuation is dealt with extensively by legislation including 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.

Employers have an obligation to make Occupational Superannuation contributions on behalf of each eligible employee according to that legislation as amended from time to time. Such contributions shall be paid by the employer into a complying fund approved by a majority of employees regularly at least once each calendar month or in accordance with the requirements of the approved Fund's Trust Deed.

The choice of fund shall be made by the majority of employees of the employer and such fund shall be one that is a complying fund in terms of the governing legislation. Provided that no employer shall have to make contributions into more than one fund at any one time, and provided further, that once a fund is selected by a majority of employees, it may not be changed within 3 years unless there is agreement with the employer to do so.

The Commission is prepared to approve any Enterprise Agreements which provide improved Occupational Superannuation benefits that have been agreed to between all the parties thereto and which are not inconsistent with the safety net legislation referred to above.

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

6.1 Hours of work

6.1.1 Catering staff

- (a) The ordinary working hours of catering staff will not exceed 38 hours in any week or 11 in any one Day and may be worked on 4 Days of the week. They will be worked within a spread of 13 hours with not more than 2 breaks between periods of work between the hours of 6.00am and 8.30pm.
- (b) The ordinary working hours of part-time catering staff will not be less than 3 hours and will not exceed 11 in any one Day. They will be worked within a spread of 13 hours with not more than 2 breaks between periods of work between the hours of 6.00am and 8.30pm.

6.1.2 Cleaning staff

- (a) The ordinary working hours of cleaning staff will not exceed 38 in any one week or 8 in any one Day and will be worked on 5 Days of the week. They will be worked continuously, excluding meal breaks and will be worked between the hours of 6.00am and 5.30pm.
- (b) The ordinary working hours of part-time cleaning staff will not be less than 3 hours and will not exceed 8 in any one Day. They will be worked continuously, excluding meal breaks and will be worked between the hours of 6.00am and 5.30pm.

6.1.3 Yardperson/Handyperson

The ordinary working hours of a Yardperson/Handyperson will not exceed 38 hours in any week or 11 hours in any one Day. They will be worked continuously excluding meal breaks and will be worked between the hours of 5.00am and 6.00pm.

6.1.4 Night porter

The ordinary working hours of a Night Porter will not exceed 38 hours in any week or 11 hours in any one Day. They will be worked continuously, excluding meal breaks and will be worked between the hours of 5.00pm and 5.00am.

6.1.5 Other hours by agreement

Notwithstanding the provisions of clause 6.1, employees (including casual employees and part-time employees) may be required to work in accordance with such other hours of work as are mutually agreed upon, in writing, between the employer and the Union. The Union will not unreasonably oppose such alteration of work hours.

6.1.6 Flexibility of hours

An employee may, with the consent of the employer, amend their daily working hours from time to time for the purpose of attending to medical, para-medical, dental or legal matters.

This provision will remain the individual employee's prerogative. It will be processed by written application outlining the relevant personal circumstances and recorded on the employee's personnel file.

6.2 Meal breaks

- 6.2.1 Except as hereinafter provided every employee will be entitled to an unpaid meal break of not less than 30 minutes nor more than one hour for breakfast, lunch or dinner. No employee will work for more than 5 hours without a meal break except where overtime of one hour's duration or less is being worked immediately following an employee's ordinary ceasing time.
- 6.2.2 Where an employee is required to work through their normal meal break they will be paid at the rate of double time for all work so performed and such double time will continue to be paid until such time as a 30 minute meal break can be taken or until the employee ceases for the Day.
- 6.2.3 Any employee who is required to continue working for more than one hour beyond their ordinary ceasing time will, if not notified on the previous working Day, be provided with an adequate meal by their employer or be paid an amount of \$9.60 in lieu thereof.
- 6.2.4 Where an employee has provided themselves with a meal because of receipt of notice to work overtime, and such overtime is not worked, the employee will be paid \$9.60 for any meal so provided.

6.3 Rest pauses

- 6.3.1 Weekly employees will receive a rest pause of 10 minutes' duration in the 1st half and the 2nd half of each Day worked provided that such rest pauses may, by agreement, be combined to allow a single 20 minute break.
- 6.3.2 Casual employees who work a minimum of 4 consecutive ordinary hours but less than 8 consecutive ordinary hours on any one Day will 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 will receive a rest pause of 10 minutes' duration in the 1st half and the 2nd half of the period worked.
- 6.3.3 Rest pauses will be taken in the employer's time.
- 6.3.4 Rest pauses will 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.

6.4 Overtime

- 6.4.1 All time worked outside or in excess of the ordinary hours prescribed in clause 6.1 or outside the usual commencing and ceasing times will be deemed to be overtime and will be paid for at the rate of time and a-half:
- 6.4.2 Employees will be paid at the rate of double time for all overtime worked in excess of 3 hours in any one Day.
- 6.4.3 In the compilation of overtime payments, any part of 15 minutes that is worked on any one Day will be paid for as a full quarter-hour.
- 6.4.4 All time worked on an employee's Days off will be paid for at the rate of double time with a minimum payment as for 2 hours worked.
- 6.4.5 All overtime worked by shift workers in excess of 8 hours per Day or 38 hours per week or outside the rostered starting and ceasing times will be deemed to be overtime and will be paid for at the rate of double time.

6.5 Weekend work

All time worked by employees, other than casuals, within their ordinary working hours as prescribed herein, between midnight Friday and midnight Sunday, will be paid for at the rate of time and a-half.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

- 7.1.1 Every employee (other than a casual employee) shall at the end of each year of their employment be entitled to annual leave on full pay as follows:
- (a) not less than 5 weeks if employed on shift work where 3 shifts per Day are worked over a period of 7 Days per week; and
 - (b) not less than 4 weeks in any other case.
- 7.1.2 Such annual leave is exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.3) must 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 wages at a rate in excess of the ordinary wages payable under clause 5.2, at that excess rate; and
 - (b) in every other case, at the ordinary time rate of pay payable under clause 5.2 to the employee concerned immediately prior to that leave.
- 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 termination of the employment and shall immediately pay to the employee, in addition to all other amounts due to them, their pay, calculated in accordance with clause 7.1.5, for 4 or 5 weeks as the case may be and also their ordinary time rate of pay for any public holidays occurring during such period of 4 or 5 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, an amount equal to 1/9th of their pay for the period of their employment in the case of a Shift Worker, and 1/12th of their pay for the period of their employment in the case of a Day Worker, 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) Shift workers - Subject to clause 7.1.5(c), the rate of wage to be paid to a Shift Worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or public holiday shifts.
- (b) Leading hands etc. - Subject to clause 7.1.5(c), leading hand allowances otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (c) All employees - Subject to the provisions of clause 7.1.5(d), 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 in clause 5.2 for the period of the annual leave (excluding shift premiums and weekend penalty rates);
 - (ii) leading hand allowance prescribed in clause 5.2;
 - (iii) a further amount calculated at the rate of 17½ % of the amounts referred to in clauses 7.1.5(c)(i) and 7.1.5(c)(ii).
- (d) Clause 7.1.5(c) does not apply to:
 - (i) any period or periods of annual leave:
 - exceeding 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
 - exceeding 4 weeks in any other case; or
 - (ii) employers who are already paying an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.6 Unless the employee agrees otherwise, the employer must give the employee at least 14 Days' notice of the date from which the employee's annual leave will be taken.

7.1.7 Except as provided in clause 7.1.4, it is not lawful for the employer to give, or for the 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 76 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 9.5 hours' sick leave for each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the number of hours that would have been worked 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 their employer of their 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 their 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*

A full-time and part-time employee on the death of a member of their immediate family or household in Australia is 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 7.6.2

7.3.3 "Immediate family" includes:

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

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

7.4 Long service leave

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

7.5 Family leave

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

7.5.1 It is to be noted that:

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

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

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

7.6 Public holidays

7.6.1 All work done by any 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 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.

7.6.5 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.

7.6.6 Holidays in lieu

Should any of the holidays mentioned in clause 7.6.1 fall on an employee's Day or Days off, such employee will receive another one or 2 Days off as the case may be in lieu thereof, or one or 2 Days will be added to the employee's annual leave, or alternatively, one or 2 Days' wages, at ordinary rates will be paid in addition to the weekly wage.

7.6.7 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. 25 December) is to be paid at the rate of double time.

(e) Nothing in clause 7.6.7 confers a right to any employee to payment for a public holiday as well as a substituted Day in lieu.

7.7 Jury service

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.

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.

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.

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.

"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

NOTE: No provisions inserted in this Award relevant to this Part.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training

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

9.1.1 developing a more highly skilled and flexible workforce;

9.1.2 providing employees with career opportunities through appropriate training to acquire additional skills; and

9.1.3 removing barriers to the use of skills acquired.

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

10.1 Breakages

Any employer will not charge any sum against, nor deduct any sum, from the wages of any employee in respect of breakages of crockery or other utensils, except in the case of wilful misconduct.

10.2 First aid

In all establishments a first aid cabinet will be available for employees in cases of accident. Such first aid cabinet will be kept and maintained in accordance with the provisions of the *Workplace Health and Safety Act 1995* relating to such first aid cabinets.

10.3 Laundry

Where board and residence are provided for employees, the employer will permit any of the employees the use of the laundry to do their own washing, and will supply each employee with the necessary laundry materials and any equipment necessary to iron their own clothes, free of cost.

10.4 Sleeping accommodation

Where provided for employees, sleeping accommodation will be fit and proper:

Provided that should any dispute arise as to what constitutes fit and proper sleeping accommodation, the matter will be referred to the nearest Industrial Magistrate, whose decision will be binding on employer and employee.

10.5 Uniforms

Where employees are required to wear a uniform or any other distinctive type of clothing, such uniform or clothing will be supplied, maintained, and laundered at the employer's expense, and will be the property of such 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 the employee does not want that employee's 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 records

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Union encouragement

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

11.3.1 Documentation to be provided by employer

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

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

11.3.2 Union delegates

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

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

11.3.3 Deduction of union fees

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.

11.4 Trade union training leave

11.4.1 A Union delegate or duly elected or appointed Union representative will, upon written application by the Union 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 Union and employer), 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 will be such as to contribute to a better understanding of industrial relations within the employer's operations.

Other courses mutually agreed between a Union party to this Award and the employer, may be included under clause 11.4.

Any written application by a Union seeking release of a delegate or representative to attend a course will 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.

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

11.4.2 The granting of such leave will 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 leave that an employer will be required to grant each year will be as follows:

No. of Ord. Hours Worked By employees per week	No. of Ord. Hours Leave per calendar year
380 - 1900	38
1901 - 3800	76
3801 and over	152

- (c) Where the 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 will be 2. This will not prevent the employer from agreeing to release additional employees.
- (d) The granting of such leave will be subject to the convenience of the employer so that the operations of the Enterprise will not be adversely affected.
- (e) 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 by the employer to cover the absence of the employee.
- (f) Leave granted to attend such training courses will not incur any additional payment or alternative 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.
- (g) Such paid leave will not affect other leave granted to employees under this Award.
- (h) On completion of the course the employee will, 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.

11.4.3 Where the 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 will be processed in accordance with clause 3.1

11.5 Posting up Award

A copy of this Award will be posted up in a conspicuous place on the premises of the employer.

Dated 6 November 2002.

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

Operative Date: 6 January 2003.