

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

SANCTUARY COVE EMPLOYEES' AWARD 2002

Pursuant to s. 698 of the *Industrial Relations Act 1999*, the Sanctuary Cove Employees' Award 2002 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct copy of the Sanctuary Cove Employees' Award 2002 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill
Industrial Registrar

SANCTUARY COVE EMPLOYEES' AWARD 2002

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Sanctuary Cove Employees' Award 2002.

1.2 Arrangement

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1.3 Date of operation

This Award shall take effect and have force of law from 30 September 2002.

1.4 Award coverage

This Award shall apply to the employees of Discovery Bay Developments Pty Ltd, Sanctuary Cove Management Limited and Hyatt Regency Sanctuary Cove and any subsidiary companies or business ventures of these companies which may be operating within Sanctuary Cove who are employed at Sanctuary Cove and whose classifications and rates of pay are prescribed in this Award.

1.5 Relationship with other award(s)

Unless otherwise indicated, this Award applies to the exclusion of any other award, which but for this Award, might otherwise apply to the employer, or employees of those employers as to work undertaken at Sanctuary Cove.

1.6 Definitions

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

1.6.2 "Employee" means any person employed by the employer and to whom this Award applies.

1.6.3 "*Employer*" means:

- (a) Discovery Bay Developments Pty Ltd;
- (b) Sanctuary Cove Management Limited; and
- (c) Hyatt Regency Sanctuary Cove.

The term shall also include any subsidiary companies or business ventures of these companies, which may be operating within Sanctuary Cove.

1.6.4 "Parties" means the Employer and the Union.

1.6.5 "Sanctuary Cove" means the Resort governed by the *Sanctuary Cove Resort Act 1985* (as amended).

1.6.6 "Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees; Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees; Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland; The Electrical Trades Union of Employees of Australia, Queensland Branch; the Transport Workers' Union of Australia, Union of Employees (Queensland Branch); the Australian Building Construction Employees and Builders' Labourers' Federation (Queensland Branch) Union of Employees.

1.7 Objectives of the Award

1.7.1 Sanctuary Cove Residential Resort is a premier Resort and is governed by the *Sanctuary Cove Resort Act 1985* (as amended). In 1988, the *Sanctuary Cove Employees' Award* was made. That Award provided the underlying framework for a flexible and multi-skilled workforce with the aim to provide the highest standard of service to its clients. The Award has been successful in achieving its goals including developing a harmonious relationship with the employees.

1.7.2 The parties to this Award acknowledge that its objectives are:

- (a) to maintain a profitable business as the provider of the highest standard of guest and client service;
- (b) to achieve ongoing improvements and efficiencies in the operations in order to be competitive;
- (c) to recruit and retain a motivated and skilled workforce through ongoing training and multi-skilling to enable the company to provide the highest standard of service to its clients; and
- (d) to develop and maintain the most productive and harmonious work relationship possible.

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 procedure

If any dispute or claim arises between an employer and its employees about the construction or meaning of this Award or anything arising out of its operation or interpretation, the work shall nevertheless be continued, unless the continuation of the work could be detrimental to the employee's safety. The dispute or claim shall be dealt with in the following manner:

- Step 1* The employee will raise the matter with the immediate supervisor and the matter will then be dealt with within a period of 48 hours of it being raised (or any other period of time as agreed between the employee and that supervisor).
- If the grievance involves allegations of unlawful discrimination and/or sexual harassment 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 step 5
- Step 2* Should the employee wish to take the matter further it shall be dealt with by the duly accredited Union representative and the appropriate officer of the employer concerned within a further period of 48 hours of its then being raised with the employer (or any other period of time as agreed between the nominated parties).
- Step 3* Failing a settlement of the dispute by that means, it shall be dealt with at a conference within a further 48 hours (or any other period of time as agreed between the nominated parties) between the representative of the employer and of the Union concerned.
- Step 4* If the matter still cannot be settled the issue in dispute shall be notified by either party to the Union.
- The Union shall be responsible for the purpose of resolving the dispute and shall liaise with the representative of the employer with a view to the speedy resolution of the issue or issues.
- Step 5* If the matter cannot be settled by this procedure it shall be referred to the Queensland Industrial Relations Commission for resolution.

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 (as prescribed in clause 4.2.1);
- (b) part-time (as prescribed in clause 4.2.2); or
- (c) casual (as prescribed in clause 4.2.3)
- (d) seasonal (as prescribed in clause 4.2.4)

4.2 Employment categories

4.2.1 Full-time employment

Full-time employees shall be engaged for an average of 38 hours per week working a maximum of 12 hours on any one day.

4.2.2 Part-time employment

- (a) Part-time employees shall be engaged for a minimum of 12 hours and a maximum of 36 hours per week, averaged in accordance with clause 6.1.1 and shall work on not more than 5 days in any one week.

Part-time employees shall work a minimum of 3 hours and a maximum of 12 hours on any one day.

- (b) A part-time employee who works in excess or outside of the ordinary daily or weekly hours prescribed by the roster shall be entitled to be paid overtime in accordance with this Award.
- (c) Except as provided in clause 4.2.2 (d) all conditions applicable for permanent full-time employees shall apply to part-time employees.
- (d) Part-time employees shall receive *pro rata* entitlements for annual leave, sick leave, bereavement leave and long service leave in accordance with this Award. The ordinary hours worked will be used to determine the rate at which pro-rata entitlements will be calculated.

Part-time employees shall only be entitled to payment for a public holiday to the extent that they would have worked normally that day but for the day being a public holiday.

- (e) Part-time employees shall be entitled to the full provisions prescribed for full-time employees under this Award.
- (f) 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 specific period of time. If such an 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.

4.2.3 *Casual employees*

- (a) A casual employee shall mean an employee engaged by the hour and who may terminate employment or be terminated at any moment without notice.
- (b) A casual employee shall receive a minimum of 2 hours work or payment for 2 hours for each engagement.
- (c) Casual employees shall be paid the casual hourly rate specified in clause 5.2.1 but shall not be entitled to annual leave, sick leave, bereavement leave, maternity leave, adoption leave, nor jury leave.
- (d) The casual hourly rate expressed in clause 5.2.1 has been determined by adding 23% of the ordinary rate to the loaded full-time rate.

4.2.4 *Seasonal employees*

- (a) Where due to fluctuations in workload, additional employees are required, the employer may engage employees for a nominated period on terms and conditions specified in writing.

The employment of a seasonal employee shall cease at the end of the nominated period without the need to provide notice.

- (b) The terms and conditions contained in this Award will apply to seasonal employees on a *pro-rata* basis, excepting for clause 7.7 - Family Leave and clauses 4.11, 4.12 and 4.13 (Termination Change & Redundancy) which shall not apply.

4.3 Probationary period

Employees (other than casuals) shall, from the date of commencement of employment, be employed on a probationary basis for a period of 4 weeks (unless a longer period not exceeding 3 months is agreed in writing prior to the employment commencing).

Where notice is given by the employer the employee shall be paid the 1 week period of notice or where a lesser period of notice is given by the employee, the employee shall forfeit the 1 week period of notice:

Provided that both parties may agree to a lesser amount of notice.

4.4 Obligation of employee

- 4.4.1 An employee shall, as directed by the employer, carry out those duties and use those tools or that equipment as are reasonably within the limits of the employee's skill, competence and training.
- 4.4.2 Any direction issued by an employer shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- 4.4.3 Any employee whose duties require holding a current statutory licence, permit or the like shall, as a condition of their continued employment, hold or maintain that licence, permit or the like.

4.5 Junior employees

Juniors may be employed in classifications and categories contained in this Award.

4.6 Abandonment of employment

An employee who is not on a period of approved leave and who fails to attend for work for 5 or more rostered attendances without notification to the employer shall be deemed to have terminated their employment.

4.7 Absence from work

An employee who is absent from work other than for those absences approved by the employer or otherwise provided for in this Award shall not be entitled to payment for the period of absence.

4.8 Workplace harassment

- (a) All employees are to be allowed to work in an environment free of sexual harassment.
- (b) An employer shall not dismiss an employee or prejudice them in their employment because of their refusal to dress in a manner which would cause that employee embarrassment.

4.9 Trainees

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

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 varied 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 the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

4.10.2 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause 3.1, the parties to the 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 Termination of employment

4.11.1 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.

4.11.2 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.

4.11.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be one week. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.11.2(d) for a period of notice of one week.

4.11.4 *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.

4.12 Introduction of changes

4.12.1 *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.

4.12.2 *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 4.12.1.
- (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.

4.13 Redundancy

4.13.1 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 4.13.1(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.

4.13.2 Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.13.1 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 4.11.
- (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.

4.13.3 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 4.13.3, '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.

4.13.4 Time off during notice period

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.13.1, 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.

4.13.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.13.1, 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.

4.13.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.11.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.13.1(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.

4.13.7 *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.

4.13.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.13.1(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.

4.13.9 *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.

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

Clause 4.13 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.

4.13.11 *Employees exempted*

Clause 4.13 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; or
- (d) to seasonal employees.

4.13.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.13 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.

4.13.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.13.6 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 4.13.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.13.14 *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.

4.14 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 Classifications of employees

5.1.1 *Classifications*

Employees shall be classified as:

(a) *Food & Beverage - Wage Level 1 to Level 5:*

General food and beverage duties including picking up glasses, emptying ashtrays, removing food plates, setting and/or wiping down tables, cleaning and tidying of associated areas, supplying, dispensing or mixing and sale of liquor, operations of food and drinks buggy, general waiting duties of both food and/or beverage liquor, taking reservations, greeting and seating of guests, supervision, training and coordination of food and beverage staff, stock control of bars cashiering, etc.

(b) *Kitchen - Wage Level 1 to Level 6:*

General kitchen duties in relation to the kitchen and preparation of food including general cleaning duties within a kitchen or food preparation area and scullery, cleaning of cooking and general utensils used in a kitchen and restaurant, assembly and preparation of ingredients for cooking, general pantry duties, performing cooking duties, including baking, pastrycooking or butchering; "commis chef"; "demi chef"; "chef de partie", etc.

(c) *Guest Service - Wage Level 1 to Level 5:*

General guest service duties including duties in relation to the front office function, cashiering, basic data entry, auditing, delivering messages, housekeeping function including laundry linen duties and repair, collection and delivery of guests' personal dry cleaning and laundry, linen and associated materials to and from accommodation areas, general cleaning duties, parking guests' cars, servicing and cleaning accommodation areas, receiving and assisting guests at the entrance to the establishment, driving a passenger vehicle or courtesy bus, transferring guests' baggage to and from rooms, providing butler services such as food, beverage and personalised guest service, dry cleaning and supervising, training and coordinating the work of employees engaged in a housekeeping department.

(d) *Stores - Wage Level 1 to Level 4:*

General stores duties in relation to a stores and inventory system including receiving and storing general and perishable goods and cleaning store area, operating mechanical lifting equipment such as forklift, implementing quality control techniques and procedures, directing and guiding other employees, liaising with suppliers and customers with respect to stores operations, monitoring stores inventory system, carrying out regular stocktake and reconciliations with books and records, driving forklift; and delivering goods/store items within Sanctuary Cove.

(e) *Security - Wage Level 1 to Level 4:*

General duties associated with the security of the site including assistance in the maintenance of dress standards and good behaviour standards at an establishment; timekeeping of staff; security of keys, checking in and out of delivery vehicles, round the clock security and vigilance for site including patrol on foot, vehicle and boat, supervising the security staff, maintaining security records, directing and controlling traffic, crowd control, attending to and reporting on safety issues and accidents, security control room duties, controlling access to Sanctuary Cove, and monitoring and responding to alarms. Security personnel shall maintain current first-aid qualifications.

(f) *General Engineering & Maintenance - Wage Level 1 to Level 5:*

General engineering and maintenance duties including the performance of general maintenance of the buildings, roads, jetties, pontoons, underground services, plant and equipment, pools and spas, grounds, gardens, and associated routine repair work and maintenance in and around employer's premises. Tradespersons who have completed an appropriate apprenticeship or trades test and who are engaged in the maintenance of the Resort and plant and equipment shall be included in this classification.

(g) *Leisure Activities - Wage Level 1 to Level 4:*

General leisure activity duties including persons acting as entertainers, instructors, pool attendants and/or who can be responsible for the setting up, distribution and care of equipment and taking of bookings, golf bag handler, golf buggy attendant, a person who collects golf balls from golf ranges, persons with appropriate level of training and takes classes and/or directs leisure activities such as sporting areas, health clubs, swimming, gymnasium, golf marshal, pro-shop attendant, golf coordinator, boat handler, marina attendant, taking of golf bookings, coordinate leisure activities for guests and supervises other leisure attendants, or persons associated with the provision of services to guests in the areas of bowls, tennis, massage, health, aerobics and any other associated guest service not nominated.

(h) *Administration Services - Wage Level 1 to Level 3:*

General administrative duties including back office basic clerical and routine office duties, telephone and office

reception duties, cashiering, taking reservations, collating filing and photocopying, delivering messages, basic data entry, assisting in the training and supervision of employees of a lower level, general clerical duties, general secretarial and/or stenographic duties.

(i) *Greenkeeping - Wage Level 1 to 5*

All duties in relation to greenkeeping of any golf course and bowling greens including the performance of general maintenance of grounds, gardens, golf courses and associated routine repair work and maintenance around golf courses and bowling greens (including the operation of tractors, mowers & related plant), maintenance of irrigation systems and shall also include the duties of persons who have completed an appropriate apprenticeship or trades test and are engaged in the maintenance of plant and equipment associated with the golf courses and bowling greens.

(j) *General - Level 1:*

Persons not otherwise provided for shall mean an employee for which no specific classification otherwise exists in this Award.

5.1.2 *Levels*

- (a) "*Level*" shall mean the skill and wages level to which an employee is assigned and shall also include any one or more functions designated in any lower level at any time if required.
- (b) "*Introductory*" shall mean an employee undergoing a probationary period of a maximum of 3 months who is unskilled in the requirements of tasks at Level 1 within a classification structure.
- (c) "*Level 1*" shall mean an employee who generally performs routine work which does not require a high level of skill and requires a high degree of supervision.
- (d) "*Level 2*" shall mean an employee who requires skills gained through on the job training or external courses in specific areas. These positions generally require less supervision than employees in lower levels and may involve limited supervision of employees up to and including Level 1.
- (e) "*Level 3*" shall mean an employee who has attained the required competence and whose qualifications are achieved through further study and/or experience and more lengthy on the job training. This level of employee may be required to supervise employees up to and including Level 2.
- (f) "*Level 4*" includes trade qualified employees and those employees required to exercise high levels of interpersonal and administrative skills. This level of employee may be required to supervise employees up to and including Level 3.
- (g) "*Level 5*" shall mean an employee who has attained the required competence or qualifications achieved by further study and experience and is appointed as a supervisor or as a more senior specialist. This level of employee may be required to supervise employees up to and including Level 4.
- (h) "*Level 6*" shall mean a Chef de Partie who is a qualified cook with general experience in cooking duties and who possesses a sound knowledge of all areas of kitchen operations and who has specialised in one area or function and is responsible for that area or function.

5.1.3 *Progression between Levels*

Progression between levels shall be based upon:

- (a) Initial appointment to a level will be based on an employee's skill and competence.
- (b) Progression from Introductory to Level 1 will be subject to the employee meeting the competency standards required by Sanctuary Cove Residential Resort and upon recommendation from the employee's supervisor following satisfactory completion of the nominated probationary period.
- (c) All progressions to levels above Level 1 shall be upon:
 - demonstrated on-the-job competency in the current position; and
 - the recommendation of the employee's supervisor; and
 - a suitable position being available for the employee.

5.2 **Wage rates**

5.2.1 Employees other than juniors

Wage rates payable to employees under this Award are as follows:

Classification	Ordinary Full-Time Rate Per Week \$	Ordinary Full-Time Rate Per Hour \$	Loadings Per Hour \$	Ordinary Full-Time Loaded Rate Per Hour \$	Casual Rate Of Pay Per Hour \$
Food & beverage					
Introductory	568.20	14.95	2.24	17.19	20.63
Level 1	584.90	15.39	2.31	17.70	21.24
Level 2	609.90	16.05	2.41	18.46	22.15
Level 3	628.30	16.53	2.48	19.01	22.81
Level 4	662.00	17.42	2.61	20.03	24.04
Level 5	703.70	18.52	2.78	21.30	25.56
Kitchen					
Introductory	568.20	14.95	2.24	17.19	20.63
Level 1	584.90	15.39	2.31	17.70	21.24
Level 2	609.90	16.05	2.41	18.46	22.15
Level 3	628.30	16.53	2.48	19.01	22.81
Level 4	662.00	17.42	2.61	20.03	24.04
Level 5	703.70	18.52	2.78	21.30	25.56
Level 6	722.60	19.02	2.85	21.87	26.24
Guest service					
Introductory	568.20	14.95	2.24	17.19	20.63
Level 1	584.90	15.39	2.31	17.70	21.24
Level 2	609.90	16.05	2.41	18.46	22.15
Level 3	628.30	16.53	2.48	19.01	22.81
Level 4	662.00	17.42	2.61	20.03	24.04
Level 5	703.70	18.52	2.78	21.30	25.56
Stores					
Introductory	568.20	14.95	0.30	15.25	18.61
Level 1	584.90	15.39	0.31	15.70	19.24
Level 2	609.90	16.05	0.32	16.37	20.06
Level 3	628.30	16.53	0.33	16.86	20.66
Level 4	662.00	17.42	0.35	17.77	21.78
Security					
Introductory	568.20	14.95	3.59	18.54	21.98
Level 1	584.90	15.39	3.69	19.08	22.62
Level 2	609.90	16.05	3.85	19.90	23.59
Level 3	628.30	16.53	3.97	20.50	24.30
Level 4	662.00	17.42	4.18	21.60	25.61
General engineering & maintenance					
Introductory	568.20	14.95	1.05	16.00	19.44
Level 1	584.90	15.39	1.08	16.47	20.01
Level 2	609.90	16.05	1.12	17.17	20.86
Level 3	628.30	16.53	1.16	17.69	21.49
Level 4	662.00	17.42	1.22	18.64	22.65
Level 5	703.70	18.52	1.30	19.82	24.08
Greenkeeping					
Introductory	568.20	14.95	1.50	16.45	19.89
Level 1	584.90	15.39	1.54	16.93	20.47
Level 2	609.90	16.05	1.61	17.66	21.35
Level 3	628.30	16.53	1.65	18.18	21.98
Level 4	662.00	17.42	1.74	19.16	23.17

Classification	Ordinary Full-Time Rate Per Week \$	Ordinary Full-Time Rate Per Hour \$	Loadings Per Hour \$	Ordinary Full-Time Loaded Rate Per Hour \$	Casual Rate Of Pay Per Hour \$
Level 5	703.70	18.52	1.85	20.37	24.63
Leisure activities					
Introductory	568.20	14.95	2.24	17.19	20.63
Level 1	584.90	15.39	2.31	17.70	21.24
Level 2	609.90	16.05	2.41	18.46	22.15
Level 3	628.30	16.53	2.48	19.01	22.81
Level 4	662.00	17.42	2.61	20.03	24.04
Administration services					
Introductory	568.20	14.95	-	14.95	18.39
Level 1	584.90	15.39	-	15.39	18.93
Level 2	609.90	16.05	-	16.05	19.74
Level 3	628.30	16.53	-	16.53	20.33
General employees					
Introductory	568.20	14.95	-	14.95	18.39
Level 1	584.90	15.39	-	15.39	18.93

NOTE 1: The loaded rate means the rate payable to employees pursuant to clause 5.3.

NOTE 2: The casual rate of pay has been calculated in accordance with clause 4.2.3(d) of the award.

NOTE 3: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

The minimum wage relativities at the various levels are as follows:

Ordinary Full-time Weekly Rate

Level	Percentage Relativity %
Introductory	78
Level 1	82
Level 2	88
Level 3	92.4
Level 4	100
Level 5	110
Level 6	115

NOTE 4: Those employees who were, (and no other employees) as of the commencement date of this Award, employed at Level 4 of the preceding Sanctuary Cove Employees Award as Electricians, Fitters, Refrigeration Mechanics, Vehicle Mechanics, Carpenters, Qualified greenkeepers, landscape Gardeners or Butchers and were entitled to payment of an additional amount of \$58.14 to their ordinary rate of pay, shall continue to be paid an additional payment of \$58.14 per week. This payment shall not be subject to any adjustment. New employees joining after the date of this Award shall not be entitled to this amount.

NOTE 5: The relativities contained above relate to a trade equivalent (100%) rate of \$417.20 which does not include the application of any arbitrated Safety Net Adjustments.

5.2.2 Juniors

Junior employees shall be paid the following percentages of the appropriate wage rate in clause 5.2.1;

Age	Percentage
17 years of age and under	60%
18 years of age	70%
19 years of age	80%
20 years of age and over	100%

5.3 Loaded rates

The rates prescribed in this Award have been determined by taking into account that the hours of work of permanent employees are regulated by an equitable roster and reflect the penalty rates agreed between the parties as being relevant to this Award.

The loadings incorporated in the rates in clause 5.2.1 have been calculated in accordance with rostering arrangements and penalties as follows:

Category of Employee	Loading	Elements of Loading	
		Average Number of Saturday & Sundays Worked	Average Hours of Early start and Late Work per Shift
Food & Beverage	15%	Saturdays - 5 out of 7 Sundays - 5 out of 7	Late - 0.03 hours Early - 0.67 hours
Kitchen	15%	Saturdays - 5 out of 7 Sundays - 5 out of 7	Late - 0.03 hours Early - 0.67 hours
Guest Services	15%	Saturdays - 4.5 out of 7 Sundays - 4 out of 7	Late - 0.28 hours Early - 0.85 hours
Leisure Activities	15%	Saturdays - 5 out of 7 Sundays - 4 out of 7	Late - 0.29 hours Early - 0.11 hours
Security	24%	In accordance with the Security 4 on 4 off 12 hour shift roster (includes provision for working Saturdays and Sundays and continuous shift allowance of 15% of the ordinary full-time rate)	
General Engineering & Maintenance	7%	Saturdays - 1 out of 5 Sundays - 2 out of 5	Late - 0.15 hours Early - 0.09 hours
Greenkeeping	10%	Saturdays - 5.5 out of 10 Sundays - 4.6 out of 10	Late - 0.54 hours
Stores	2%	Saturdays - 1 out of 3	nil
Administration Services	0%	nil	nil
General	0%	nil	nil

Criteria Used for Calculation of Loading

Provision	Criteria Used
Average Number of Saturday & Sundays Worked	Average is calculated over all employees in the category group
Average Hours of Early and Late Starts Worked per Shift	Average is calculated over all employees in the category group
Ordinary Time worked on Saturday	Saturday - 125% for all hours worked
Ordinary Time worked on Sunday	Sunday - 175% for all hours worked
Early Start Allowance (Monday to Friday)	\$1.50 per hour (midnight to 7am)
Late Work Allowance (Monday to Friday)	\$1.03 per hour (7 pm to midnight)
Continuous Shift Allowance - Security	15% of the ordinary full-time rate for shifts worked between 6.30 pm and 8 am on Monday to Friday

5.4 Payment of wages

5.4.1 All wages shall be paid weekly, fortnightly or if mutually agreed with the relevant Union, monthly. Not more than 3 days' wages shall be kept in hand.

5.4.2 Wages shall be paid directly into each employee's bank account by direct bank deposit.

5.4.3 When notice of termination has been given by an employee or an employee's service has been terminated by the employer payment of all wages and other monies due shall be made within 2 hours of the termination taking effect or at other time as is mutually agreed, excepting:

- (a) where an employee is dismissed for misconduct payment shall be made within 24 hours from the time of dismissal; or
- (b) where the dismissal occurs outside of normal bank trading hours payment shall be made before the close of business on the next bank trading day.

5.4.4 An employee who is not paid wages in accordance with this provision shall be paid waiting time at ordinary time for all time until the employee is paid.

5.5 Allowances

5.5.1 First aid allowance

Any qualified employee, other than a security officer, appointed by the employer to perform first aid duties shall be paid an allowance \$17.30 per week.

5.5.2 Use of private motor vehicle

An employee who is required by the employer to use the employee's vehicle in the course of the employer's business shall be paid a vehicle allowance of 41 cents per kilometre travelled.

5.6 Occupational superannuation

All employees governed by this Award will be entitled to superannuation contributions. The employer will provide a minimum contribution in accordance with the *Superannuation Guarantee Charge Act 1992 (Cth)*.

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

6.1 Ordinary hours

6.1.1 Average weekly ordinary hours

The ordinary weekly hours of any employee, averaged over that employee's roster cycle or the period of time agreed between the employer and that employee, shall not exceed:

- (a) 38 hours for full-time, casual or seasonal employees; or
- (b) 36 hours for part-time employees.

6.1.2 Daily ordinary hours

Ordinary hours are to be worked within a minimum of 6 hours (excluding casual employees) and a maximum of 12 hours per day exclusive of meal breaks. Where broken shifts are worked, the spread of ordinary hours shall not exceed the ordinary rostered hours by more than 3 hours excluding meal breaks.

6.1.3 Rostering arrangements

- (a) The employer and any employee may agree to, or in the absence of agreement the employer may set, rostering arrangements which address:
 - (i) the needs of the employee, including the maximisation of periods away from work;
 - (ii) the needs of the employer, including the efficient and cost effective performance of work; and
 - (iii) occupational health and safety needs, including the provision of adequate rest for the employee.
- (b) In no case shall the ordinary hours of work exceed 12 in any one attendance.

6.1.4 Contents of rosters

Rosters shall be prepared by the employer and show each employee's:

- (a) surname and initial;
- (b) days worked and days off; and
- (c) normal starting and finishing times.

6.1.5 *Alteration of roster*

The roster shall be alterable by:

- (a) mutual consent at any time; or
- (b) in the case of full-time and part-time employees who work for a specific number of hours, by amendment with 7 day's notice by the employer. This notice need not be given to casual, seasonal or to part-time employees engaged to work irregular hours or on a flexible basis as permitted in this Award.

6.1.6 *Minimum break between shifts*

Rosters shall provide for a minimum of ten hours' break between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day.

6.1.7 *Ratio of time worked/not worked*

- (a) A full-time, part-time or seasonal employee' roster shall include a minimum time worked / not worked ratio of:

Shift Length	Minimum Period Rostered Off
less than 9 hours	8 days rostered off in a 28 day period
9 hours but less than 12 hours	9 days rostered off in a 28 day period
12 hours	48 hours rostered off after 4 shifts worked

- (b) No employee shall be rostered to work for more than ten successive days without a day off.

6.1.8 *Other hours*

Where an employee firstly requests and where the employer then agrees, an employee may be rostered to work additional hours at the relevant loaded full-time rate of pay provided that this provision is utilised to enhance and not to reduce full-time employment opportunities at Sanctuary Cove.

In considering any request from an employee, the employer shall consider:

- (a) the needs of the employee, including the employee's need to access skills and training in addition to the core skills associated with the employee's classification;
- (b) the needs of the employer, including the efficient performance of work; and
- (c) occupational health and safety needs, including the provision of adequate rest for the employee.

Additional hours worked under clause 6.1.8 shall not result in the employee being entitled to any additional entitlement under this Award for annual leave, sick leave, termination payments or other benefits.

6.2 Overtime

6.2.1 *Definition*

All time worked outside of or in excess of the ordinary hours (other than those hours worked under any agreement reached under clause 6.1.8) shall be considered overtime.

6.2.2 *Payment for overtime*

Overtime shall be paid at:

Day	Payment for overtime
Public Holidays	250% of the ordinary full-time rate for all hours worked
Other than Public Holidays	(150% of the ordinary full-time rate for the first 3 hours worked (200% Of the ordinary full-time rate for all other hours worked

6.2.3 *Transport after working overtime*

Where employees cease work after working overtime and their usual means of transport is not available the employer shall pay any reasonable additional amount incurred by that employee in reaching home.

6.2.4 *Minimum break between attendances*

(a) Minimum break

Subject to clause 6.2.4 (c), an employee is entitled to a minimum break of 10 consecutive hours between the termination of ordinary work on one day and the commencement of ordinary work on the next day.

(b) When minimum break not taken

When the minimum break is not taken before the employee is due to commence ordinary work the employee is entitled to either (but not both):

- (i) be released from work (with pay) for a minimum period of 10 consecutive hours; or
- (ii) if instructed by the employer to resume or continue work before taking the minimum break, payment at double the ordinary full-time rate for all time worked until the minimum break is taken.

(c) Exceptions:

The minimum break shall be 8 hours instead of 10 hours where employees rotate from one shift to another or work overtime:

- (i) for the purpose of changing rosters; or
- (ii) where another employee does not report for duty; or
- (iii) where a shift is worked by arrangement between the employees themselves.

6.3 Meal breaks & meal allowance

Employees shall not be required to work for more than 6 hours without being allowed an unpaid meal break of not less than 30 minutes nor more than 1 hour. The meal break shall be taken when mutually convenient to the employer and employee.

An employee who is not permitted to take a meal break will be paid at the rate of double time for all time worked after the meal break is due. This payment shall continue until the employee ceases work or is allowed a meal break of at least 30 minutes' duration for which the employee shall be paid at the ordinary rate of pay.

In lieu of the above, security officers shall be allowed a paid meal break of 30 minutes duration.

If an employee is required to continue working beyond the ordinary ceasing time for more than 2 hours then the employee shall be supplied with a meal or paid a meal allowance of \$9.60 and in addition be allowed a 30 minute paid meal break after 2 hours of the overtime.

6.4 Rest pauses

Full-time employees shall receive a paid rest pause of:

- (a) 10 minutes in the first half and the second half of each day worked; or
- (b) by agreement between the employer and employee, one 20 minute rest pause.

Casual employees and seasonal 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.

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

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 *Entitlement*

Every employee, other than a casual employee, shall at the end of each year of employment be entitled to annual leave of:

- (a) 152 hours; or,
- (b) 190 hours if employed on continuous rotating shift work where 24 hours per day are worked over a period of 7 days per week.

An employee who is engaged on continuous rotating shift work for a part of a year of employment shall accrue annual leave for that part of a year at a *pro-rata* rate based upon 5 weeks per annum.

The period of annual leave shall be exclusive of any public holiday which occurs during the period of that annual leave.

7.1.2 *Notice of taking annual leave*

1 month's notice (or other period as may be agreed between the employer and the employee) of the commencement of annual leave shall be given by the employee to the employer or by the employer to the employee.

7.1.3 *Requirement to take annual leave*

Annual leave shall be taken at a mutually agreed time.

Unless otherwise agreed by the employer, employees are required to take the annual leave entitlement for any one year of employment prior to the next entitlement becoming due.

Any employee who fails to take the annual leave provided by this Award may be directed to take that annual leave.

7.1.4 *Rate of pay for annual leave*

The rate for the calculation of annual leave shall be that rate paid to the employee immediately prior to the leave.

7.1.5 *Calculation of annual leave pay*

Annual leave payment (including any proportionate payment) for any annual leave entitlement under this Award, shall be the greater of:

- (a) The employee's loaded rate for the period of annual leave, or
- (b) The employee's ordinary full-time rate of pay plus a further amount of 17½% of that amount.

7.1.6 *Pro rata entitlement on termination*

Where the employment of any employee is terminated the employer shall be deemed to have given the annual leave to the employee from the date of termination of employment.

The employer shall pay to the employee:

- (a) the value of the annual leave accumulated by that employee, calculated in accordance with clause 7.1.5; and
- (b) payment for any public holidays occurring during the period covered by the accumulated annual leave.

7.1.7 *Prohibition on payment in lieu of taking annual leave*

Except as provided for in this Award it shall not be lawful for the employer to give or for any employee to receive payment in lieu of leave.

7.1.8 *Annual leave debits*

Annual leave debits will be equivalent to the ordinary hours employees would have worked had they not been on annual leave. Annual leave will therefore be paid and debited on the basis of ordinary hours taken.

7.2 Jury service

7.2.1 Any full-time employee who is required to attend for jury service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid for the attendance for jury service and the amount of wages calculated at the ordinary full-time rate that would have been paid had the

employee not been on jury service.

7.2.2 An employee shall notify the employer as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall provide the employer with proof of attendance, the duration of the attendance and the amount received for the jury service.

7.3 Sick leave

7.3.1 Entitlement

An employee, other than a casual employee, who is absent from work because of personal illness or injury, other than for that covered by Workers' Compensation, shall be entitled to 60.8 hours of sick leave for each completed year of employment with an employer.

Where an employee has less than a completed period of employment of one year with an employer the employee shall be entitled to 7.6 hours of sick leave for each 6 weeks of that period.

7.3.2 When sick leave cannot be taken

An employee shall not be entitled to payment for sick leave unless:

- (a) the employee's illness is genuine;
- (b) the employer has been promptly notified of the inability to attend for work and the estimated period of that inability; and
- (c) if the inability exceeds two days, the employee providing a certificate of a qualified medical practitioner specifying the nature of the illness and the period of inability to attend work.

Where an employee has a proven record of recurring absenteeism on sick leave the employer is entitled to inform that employee that in addition to the requirement for authenticity and notification, a medical certificate is required before payment for any and all absences for the next 6 month period.

7.3.3 Payment for sick leave

An employee absent from work through illness shall, subject to any other provision and to an accrued entitlement to sick leave, be entitled to payment at the ordinary full-time rate for all ordinary time absent from work.

7.3.4 Sick leave cumulative

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 thirteen weeks' absence from work through illness in any one year.

7.3.5 Accumulated sick leave

- (a) Employee's accumulated sick leave entitlements are preserved when:
 - (i) They are absent from work on unpaid leave granted by their employer;
 - (ii) The employer or employee terminates the employee's employment and the employee is re-employed within three months;
 - (iii) They are terminated because of illness or injury and re-employed by the same employer without having been employed in the interim.
- (b) Employees accumulate sick leave entitlements whilst they are absent from work on paid leave granted by their employer.

7.3.6 Sick leave debits

Sick leave debits will be equivalent to the ordinary hours employees would have worked had they not been on paid sick leave. Sick leave will therefore be paid and debited on the basis of hours actually taken.

7.4 Bereavement leave

7.4.1 An employee (other than a casual) 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.

7.4.2 *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) The term "long-term casual employee" means:

a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.5.2

7.4.3 The term "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.

7.4.4 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.

7.5 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.

7.6 Family leave

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

7.6.1 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.

7.6.2 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.

7.7 Public holidays

7.7.1 *Entitlement*

The public holidays for the purpose of this Award are:

New Year's Day
Australia Day
Good Friday
Easter Monday
Anzac Day
Labour Day
Queen's Birthday
Gold Coast Show Day
Christmas Day
Boxing Day

Easter Saturday

Where the employer and the majority of employees agree, and excepting for Anzac Day and Labour Day, other days may be substituted for any of the above public holidays. The substituted day then becomes the public holiday for the purposes of this Award.

Subject to clause 7.7.1, employees shall be entitled to payment at the full-time ordinary rate of pay for those days appointed by law to be observed as public holidays (but not for Easter Saturday except where that day forms part of an ordinary working week) irrespective that no work may be required to be performed on any of the days.

An employee who has not worked as required on the working day immediately before and after a public holiday or is absent without the agreement of the employer or is absent without reasonable cause or who has been terminated, shall not be entitled to payment for the public holiday.

7.7.2 Public holiday on a rostered day off

If a public holiday falls on a day that a full-time employee is rostered off, the employee shall receive an extra day's pay at the full-time ordinary rate of pay or a day off in lieu to be taken at a mutually agreeable time between the employer and the employee.

7.7.3 Requirement to work

Any employee who is required by the employer to work on any public holiday excepting for Labour Day and who fails to do so shall not be entitled to payment for that holiday unless the employee furnishes the employer with a reason satisfactory to the employer for this failure to carry out the requirement of the employer.

7.7.4 Penalty where work is performed

Subject to clause 7.7.5 all work done by any employee on any public holiday shall be paid for at the rate of double time and a-half at the ordinary full-time rate of pay (with a minimum payment for 4 hours of work).

7.7.5 Time worked outside ordinary starting and ceasing times

All time worked on any public holiday outside the ordinary starting and ceasing times for the day of the week on which the holiday falls shall be paid for at double the rate prescribed by the Award for that time worked outside the ordinary starting and ceasing times on any ordinary working day.

7.7.6 Majority of attendance falling on a public holiday

Where an employee is required to work on a public holiday and the majority of the attendance is worked on that day, the entire attendance shall be regarded as having been worked on the public holiday. If the majority of the attendance does not fall on that day, the entire attendance shall be paid at the ordinary full-time rate of pay.

7.7.7 Termination

An employee who is dismissed or stood down during the month of December by the employer and who is subsequently re-employed by the employer in the month of January of the next year will be paid at the rate of pay that the employee would have been entitled to prior to dismissal or being stood down for any public holiday that occurred during the period commencing from time of dismissal to the date of re-employment.

7.7.8 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 7.7 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

7.7.9 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.

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 Uniforms & protective clothing

10.1.1 Where an employee is required to wear any special, distinctive, or protective clothing the uniform or clothing shall be supplied, maintained and laundered by the employer. However, where employees are allowed to wear uniforms to and from work, employees shall launder those uniforms.

10.1.2 A sufficient number and style of uniforms shall be supplied by the employer having regard to the nature of the work to be performed by the individual employee. The uniforms and clothing shall be replaced as necessary subject to fair wear and tear.

10.1.3 An employee shall sign a receipt for items of uniform and other property issued.

10.1.4 The employee is required to return those uniforms and property on termination. If the employee fails to do so, the employer shall be entitled to deduct the value (subject to fair wear and tear) of the uniforms and property from any monies due to the employee.

10.2 Tools

All tools and equipment required by the employees to perform their normal occupation shall be supplied by the employer.

10.3 First aid

Adequate first aid facilities shall be maintained by the employer in accordance with the requirements of the *Workplace Health and Safety Act 1995*.

10.4 Wet weather

10.4.1 Employees prevented by wet weather from following their usual work shall be prepared to undertake other duties reasonably requested of them.

10.4.2 When employees are required to work in the rain and by so doing get their clothes wet, they shall be paid double the ordinary rate of pay for all work so performed. The payment shall continue until they finish work or are able to change into dry clothing.

10.4.3 Clause 10.4 shall not apply where the employee has been supplied with adequate waterproof clothing.

10.4.4 Clause 10.4 shall also not apply to employees whose usual job does not require work in the open who may

intermittently be exposed to wet weather when servicing guests' requirements.

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 that particular organisation.

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 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 officer's organisation:

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Union encouragement

Clause 11.5 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.

11.3.1 *Documentation to be provided by employer*

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

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

11.3.2 *Union delegates*

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

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

11.3.3 *Deduction of union fees*

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

11.4 Display of award

A copy of this Award shall be displayed in a number of conspicuous places readily accessible to all employees.

11.5 Trade union training leave

Upon application to the employer by the employee after the application is endorsed by the Union and on giving at least one month's notice, an employee shall be granted up to 5 working days' leave (non-cumulative) at the ordinary full-time rate each calendar year to attend courses and seminars conducted and/or approved by the relevant Union.

The granting of leave shall be subject to the convenience of the employer and will not unduly affect the operations of the employer. The number of employees eligible for this leave and when the leave will be taken shall be determined by the employer and the relevant Union.

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

In granting leave, the employer is not responsible for any costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
This leave will not affect other leave granted to employees under this Award.

Dated 11 September 2002.

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

Operative Date: 30 September 2002