

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 130 - award review

TOURISM QUEENSLAND EMPLOYEES' AWARD - STATE 2003

(Matter A/2010/147)

DEPUTY PRESIDENT SWAN
DEPUTY PRESIDENT BLOOMFIELD
COMMISSIONER THOMPSON

10 May 2012

AWARD REVIEW

After reviewing the above Award as required by s. 130 of the *Industrial Relations Act 1999*, this Commission orders that the Award be repealed and the following Award be made as from 10 May 2012.

TOURISM QUEENSLAND EMPLOYEES' AWARD - STATE 2012

1.1 Title

This Award is known as the Tourism Queensland Employees' Award - State 2012.

1.2 Arrangement

Subject Matter	Clause No.
PART 1 - APPLICATION AND OPERATION	
Title	1.1
Arrangement	1.2
Date of operation	1.3
Coverage	1.4
Award posting	1.5
Definitions	1.6
PART 2 - FLEXIBILITY	
Enterprise flexibility	2.1
Procedures to implement facilitative award provisions	2.2
PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION	
Prevention and settlement of disputes	3.1
Employee grievance procedure	3.2
PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS	
Contract of employment	4.1
Employment categories	4.2
Full-time employment	4.3
Part-time employment	4.4
Casual employment	4.5
Conditions of appointment on probationary service	4.6
Preservation of existing conditions	4.7
Anti-discrimination	4.8
Termination of employment	4.9
Introduction to changes	4.10
Redundancy	4.11
PART 5 - WAGES AND WAGE RELATED MATTERS	

Salaries	5.1
Meal allowance	5.2
Superannuation	5.3

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

Hours of work	6.1
Extra payment for weekend work	6.2
Meal breaks	6.3
Rest pauses	6.4
Overtime	6.5

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

Annual leave	7.1
Loading on annual leave payments	7.2
Payment in lieu of annual leave on termination of service	7.3
Sick leave	7.4
Long service leave	7.5
Family leave	7.6
Bereavement leave	7.7
Study and examination leave	7.8
Leave of absence to attend naval, military or air force training camps	7.9
Withdrawal of leave	7.10
Leave for jury service and court attendance as a witness	7.11
Illness during leave	7.12
Public holidays	7.13

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

Travelling expenses	8.1
Employees on transfer	8.2

PART 9 - TRAINING AND RELATED MATTERS

Training, learning and development	9.1
------------------------------------	-----

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

No provisions inserted in this Award relevant to this Part.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Right of entry	11.1
Time and wage records	11.2
Union encouragement	11.3
Union delegates	11.4

Schedule A

Schedule B

Schedule C

PART 1 - APPLICATION AND OPERATION

1.3 Date of operation

This Award takes effect from 10 May 2012.

1.4 Coverage

This Award is binding upon the employees of Tourism Queensland and Tourism Queensland Employing Office whose rates of pay are fixed by this Award and to Tourism Queensland and Tourism Queensland Employing Office as the employer in respect of such employees.

1.5 Award posting

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

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 "Commission" means the Queensland Industrial Relations Commission.
- 1.6.3 "Corporation" means Tourism Queensland or Tourism Queensland Employing Office constituted under the *Tourism Queensland Act 1979*.
- 1.6.4 "Supervisor" means any person appointed as such by the Corporation who is required to supervise the work of one or more other employees.
- 1.6.5 "Temporary Employee" means an employee, other than a full-time, part-time or casual employee, who is engaged as such for a specific period or for a specific time limited purpose.
- 1.6.6 "Union" means the Together Queensland, Industrial Union of Employees.

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.

2.2 Procedures to implement facilitative Award provisions

Wherever facilitative provisions appear in this Award which allow for determination of the conditions of employment by agreement between the chief executive and the Union or the chief executive and the majority of employees affected, the following procedures shall apply:

- 2.2.1 Facilitative award provisions can be negotiated between management and employees who are directly affected by such proposals, or between management and the Union, depending upon the particular Award provisions.
- 2.2.2 Employees may be represented by their local Union delegate/s and have the right to be represented by their local Union official/s.
- 2.2.3 Facilitative award provisions can only be implemented by agreement.
- 2.2.4 In determining the outcome from facilitative provisions, neither party should unreasonably withhold agreement.
- 2.2.5 Agreement is defined as obtaining consent of greater than 50% of employees directly affected or of the Union depending upon the particular Award provisions.
- 2.2.6 Where a provision refers to agreement by the majority of employees affected, all employees directly affected are to be consulted as a group. Should the consultation process identify employees in specific concerns which relate to either equity or occupational health and safety issues, such concerns may be catered for on an individual basis subject to operational requirements.
- 2.2.7 Any agreement reached must be documented, and incorporate a review period.
- 2.2.8 Where the agreement relates to either the working of ordinary hours on other than a Monday to Friday basis, the introduction of shift work or change to the shift roster the relevant Union is to be notified in writing at least one week in advance of agreement being sought.

PART 3 - COMMUNICATION, CONSULATION AND DISPUTE RESOLUTION

3.1 Prevention and settlement of disputes

- 3.1.1 The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Award, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- 3.1.2 Subject to legislation, while the dispute procedure is being followed, normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party is to be prejudiced as to the final settlement by the continuation of work.
- 3.1.3 There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- 3.1.4 In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures apply:
- (a) The matter is to be discussed by the employee's Union representative and/or the employee/s concerned (where appropriate) and the immediate Supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
 - (b) If the matter is not resolved as per clause 3.1.4(a), it shall be referred by the Union representative and/or the employee(s) to the appropriate management representative who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days;
 - (c) If the matter remains unresolved it may be referred to the chief executive officer or nominee for discussion and appropriate action. This process should not exceed 14 days;
 - (d) If the matter is not resolved then it may be referred by either party to the Commission for conciliation.
- 3.1.5 Nothing contained in this procedure is to prevent the Union or the employer from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.

3.2 Employee grievance procedure

- 3.2.1 The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion; to reduce the level of disputation; and to promote efficiency, effectiveness and equity in the workplace.
- 3.2.2 This procedure applies to all industrial matters within the meaning of the Act.
- 3.2.3 Stage 1: In the first instance the employee is to inform such employee's immediate Supervisor of the existence of the grievance and they are to attempt to solve the grievance. It is recognised that an employee may exercise the right to consult such employee's Union representative during the course of Stage 1.
- 3.2.4 Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the parties. The employee may exercise the right to consult or be represented by such employee's Union representative during the course of Stage 2.
- 3.2.5 Stage 3: If the grievance is still unresolved, the manager will advise the chief executive and the aggrieved employee may submit the matter in writing to the chief executive of the organisation if such employee wishes to pursue the matter further. If desired by either party, the matter shall also be notified to the Union.

The chief executive shall ensure that:

- (a) the aggrieved employee or such employee's Union representative has the opportunity to present all aspects of the grievance;
- (b) the grievance shall be investigated in a thorough, fair and impartial manner.

The chief executive may appoint another person to investigate the grievance. The chief executive may consult with the Union in appointing an investigating employee. The appointed person shall be other than the employee's Supervisor or manager.

If the matter is notified to the Union, the investigating employee shall consult with the Union during the course of the investigation. The chief executive shall advise the employee initiating the grievance, such employee's Union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.

The chief executive may delegate such chief executive's grievance resolution powers under clause 3.2.5 to a nominated representative.

3.2.6 The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:

Stage 1 Discussions should take place between the employee and such employee's Supervisor within 24 hours and the procedure is not extend beyond 7 days.

Stage 2 Not to exceed 7 days.

Stage 3 Not to exceed 14 days.

3.2.7 If the grievance is not settled the matter will be referred to the chief executive of the Public Service Commission or the Commission by the employee or the Union, as appropriate, in accordance with the respective jurisdictions of the tribunals.

3.2.8 Subject to legislation, while the grievance procedure is being followed, normal work is to continue, except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party will be prejudiced as to the final settlement by the continuation of work.

3.2.9 Where the grievance involves allegations of sexual harassment, an employee may commence the procedure at Stage 3.

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

4.1 Contract of employment

4.1.1 Except as provided by the *Tourism Queensland Act 1979* as amended, employees will be subject to the provisions of this Award.

4.1.2 The employer may direct an employee to carry out such duties and use such equipment as may be required, provided that the employee has received sufficient training in the performance of such duties and the use of such equipment.

4.2 Employment categories

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

(a) full-time;

(b) part-time (as defined); or

(c) casual (as defined)

4.3 Full-time employment

Employees other than casual or part-time employees are deemed to be full-time employees and are entitled to all of the benefits provided by this Award.

4.4 Part-time employment

4.4.1 "Part-time employee" means an employee, other than a full-time, temporary or casual employee, engaged and paid as such to work regular hours each 28 day cycle. The hours of duty of a part-time employee always will be less than the hours prescribed for a full-time employee in clause 6.1 of this Award.

4.4.2 The spread of ordinary working hours are to be the same as those prescribed for a full-time employee under this Award with a minimum of 3 hours on any one day.

4.4.3 A part-time employee will be employed for less than the ordinary hours of a full-time employee as prescribed in clause 6.1 of this Award:

Provided that the regular hours are worked in a regular cycle:

Provided further that changes to the hours or the cycle in which the hours are worked will be made only where an annual review of positions held by part-time employees has occurred.

4.4.4 Overtime will be paid:

- (a) where a part-time employee is required to work beyond their approved hours in any one 28 day cycle; or
- (b) where a part-time employee works outside their daily ordinary hours as prescribed in clause 6.1 of this Award.

4.4.5 A part-time employee shall be:

- (a) paid the same hourly rate as a full-time employee for performing duties at the same classification;
- (b) entitled to any allowances applicable based *pro rata* on the number of hours worked in relation to the ordinary full-time hours applicable under this Award;
- (c) entitled to be paid in full any:
 - meal allowance incurred in working overtime;
 - travelling allowance in accordance with clause 8.1.
- (d) entitled to annual leave, long service leave and sick leave on a *pro rata* basis; and
- (e) entitled to the public holiday provisions of clause 7.13 of this Award:

Provided that a part-time employee who usually works on the day of the week on which a public holiday falls and who is not required to work on that day, will be paid for the hours which otherwise would have been worked on that day.

4.5 Casual employees

- 4.5.1 "Casual employee" means an employee, other than a full-time, temporary or part-time employee, engaged and paid as such on an hourly basis to work less than the ordinary hours per week.
- 4.5.2 Each engagement of a casual employee will stand alone with a minimum payment for 2 hours' work made in respect of each engagement.
- 4.5.3 The hourly rate of pay will be determined by dividing the appropriate annual award rate of pay for employees as determined in accordance with clause 5.1.1 by 1976 hours. In addition to the ordinary hourly award rate of pay a casual employee will be paid a loading of 23%. Where applicable, a casual employee will also be entitled to the provisions of overtime, week-end penalty rates and payment for work performed on public holidays.
- 4.5.4 Provided that in addition to the provisions of clause 4.5.3, a casual employee shall be entitled further to payment of any applicable Award allowances, based *pro rata* on the number of hours worked in relation to the ordinary hours prescribed in the Award.
- 4.5.5 A casual employee is entitled to full payment of meal allowance(s) incurred in working overtime, and travelling allowance in accordance with clause 8.1.
- 4.5.6 A casual employee is entitled to long service leave in accordance with the provisions of Chapter 2, Part 3, Division 3 of the Act.
- 4.5.7 Except in accordance with clauses 4.5.2 to 4.5.6 above, a casual employee will not be entitled to any other Award provision.
- 4.5.8 A casual employee will be paid for hours worked on a fortnightly basis and is not entitled to annual leave, sick leave or payment for public holidays not worked.

4.6 Conditions of appointment on probationary service

- 4.6.1 A person who is not already appointed to a position in the Corporation will be appointed on probation for a period of not less than 3 months.
- 4.6.2 Where a person has been appointed on probation in compliance with clause 4.6.1 above the Chief Executive Officer may:

- (a) at any time during the period of probation, terminate the person's employment with the Corporation; or
- (b) upon expiry of the period of probation, confirm the appointment, extend the period of probation, or rescind the appointment and thereby terminate the employment of the person with the Corporation.

4.7 Preservation of existing conditions

4.7.1 No employee shall suffer any loss of salary or accrued Award entitlements as a result of the coming into being of this Award.

4.8 Anti-discrimination

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

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

4.8.2 Accordingly in fulfilling their obligations under the prevention and settlement of disputes 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.

4.8.3 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.

4.8.4 Nothing in clause 4.8 is to be taken to affect:

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

4.9 Termination of employment

4.9.1 Statement of employment

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

4.9.2 Termination by employer

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

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

- (b) In addition to the notice in clause 4.9.2(a), employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.9.3 *Notice of termination by employee*

To terminate the contract of employment a full-time or part-time employee must give at least one week's notice or forfeit a week's pay in lieu thereof.

4.9.4 *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.

4.10 Introduction of changes

4.10.1 *Employer's duty to notify*

- (a) Where an employer has made a definite decision to introduce major 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 their Union.
- (b) "Significant effects" include 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 this Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

4.10.2 *Employer's duty to consult over change*

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

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

4.11 Redundancy

4.11.1 *Consultation before terminations*

- (a) Where the 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 4.11.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.

- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.11.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.11.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.9.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
- (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

4.11.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from the employer (transmitter) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmitter 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 transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.11.3, "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.

4.11.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.11.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.11.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.11.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.11.6 *Severance pay*

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

Period of Continuous Service

Severance Pay

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

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

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

4.11.7 *Superannuation benefits*

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

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

4.11.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.11.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

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

4.11.9 *Alternative employment*

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

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

Clause 4.11 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.11.11 *Employees exempted*

Clause 4.11 shall not apply:

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

4.11.12 *Employers exempted*

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

4.11.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.11.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from the 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 4.11.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.11.14 *Incapacity to pay*

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Salaries

5.1.1 The salaries and allowances prescribed in Schedule A of this Award are expressed in annual rates. The annual rates are the minimum Award rates.

The applicable rate of pay within the minimum and maximum scale specified for each work level grouping shall be determined by the employer in consultation with the employee at the time of appointment.

5.1.2 Salaries shall be paid fortnightly by electronic funds transfer. Payment other than by this method is at the discretion of the employer.

5.1.3 *Stream definition* - The tourism stream comprises all employees whose position titles are identified in Schedule B of this Award. The incumbents of these positions are required to possess a range of skills appropriate to the stream.

5.1.4 *Generic level statements* - Generic level statements for Classification Levels are prescribed in Schedule C of this Award. These statements reflect the degree of complexity and responsibility of the duties, skills and knowledge proceeding from the lowest to the highest Classification Level. The purpose of these statements is to provide a standard against which the complexity, skills and responsibilities of each position may be measured to achieve an equitable allocation of classification.

5.1.5 *Work allocation* - An employee having either been appointed to or relieving in a position within a Classification Level may be allocated and subsequently reallocated duties of any position within that particular Classification Level.

5.1.6 *Movement between classification levels* - Movement between Classification Levels will be based on appointment on merit to advertised vacancies:

Provided that every employee upon attaining the age of 21 shall be paid, except on promotion or as otherwise prescribed, the specific age 21 salary as indicated.

5.1.7 *Performance of higher duties* - Where an employee is directed to fill a position at a higher level and undertake the full duties and responsibilities of that position for more than 5 days an allowance shall be paid subject to the following:

- (a) the allowance payable shall not be less than the difference between the salary of the employee temporarily filling the position and the minimum salary of the higher level position;

(b) such allowance shall not augment the salary of the employee relieving in the position to a greater extent than the salary paid or payable to the incumbent of the position or the previous occupant of the vacant position;

(c) Nothing contained in clause 5.1.7 shall be construed to preclude payment on a *pro rata* basis to an employee where the full duties and responsibilities are not undertaken.

5.1.8 *Paid rates award* - This Award is a paid rates Award.

5.2 Meal allowance

Where an employee is called upon to work for more than one hour before or after the employee's ordinary commencing or ceasing time the employee shall, in addition to payment for overtime to which the employee is entitled, be paid a meal allowance of \$12.10.

An employee called upon to work in excess of 4 hours overtime on a rostered day off shall, in addition to any payment for overtime to which the employee is entitled, be paid a meal allowance of \$12.10.

Meal breaks taken by employees prior to commencing overtime or during overtime periods shall not attract any payment.

5.3 Superannuation

Subject to federal legislation, the employer must comply with superannuation arrangements prescribed in the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation).

Where federal legislation provides for choice of fund rights to an employee subject to this Award, and that employee fails to elect which superannuation fund to which employer contributions are directed, the employer will direct contributions to such fund as prescribed by the abovementioned Queensland legislation.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEK-END WORK

6.1 Hours of work

6.1.1 The ordinary hours of work will be 145 per 28 day cycle to be worked between the hours of 7.00 a.m. and 7.00 p.m. Ordinary hours are to be worked consecutively.

6.1.2 No employee will be required to work for more than 10 ordinary hours on any one day without the payment of overtime being incurred.

6.1.3 The actual ordinary hours worked by an employee in any 28 day cycle and the days of the week on which such work is performed shall be by mutual agreement between the employer and the employee or the employee's representative.

6.1.4 An employee may be required to perform work on Saturday and/or Sunday as part of the ordinary hours.

6.2 Extra payment for week-end work

6.2.1 An employee who is rostered to perform and performs ordinary hours of work on a Saturday will receive an additional payment of 50% in addition to their ordinary rate of pay for the hours so worked.

6.2.2 An employee who is rostered to perform and performs ordinary hours of work on a Sunday will receive an additional payment of 100% in addition to their ordinary rate of pay for the hours so worked.

6.3 Meal breaks

All full-time employees are entitled to an unpaid meal break of not less than 30 minutes duration between the third and 6th hours of duty.

All employees working a minimum of 6 hours within any one day are entitled to an unpaid meal break of 30 minutes duration. Such meal break will occur between the third and 6th hours of duty subject to the employer's convenience.

6.4 Rest pauses

6.4.1 Where practicable every employee shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of the employee's working day. These rest pauses shall be taken at times to suit the convenience of the employer and will not interfere with the continuity of work where this is necessary.

Provided that the employer may determine that the rest pauses be combined into one 20 minute rest pause, to be taken in the first half of the ordinary working day.

6.4.2 Where an employee is engaged to work 6 hours or less on any one day such employee will be entitled to one rest break only.

6.5 Overtime

6.5.1 Authorised time worked outside or in excess of the ordinary hours of work as provided in clause 6.1 (Hours of Work) shall be treated as overtime.

6.5.2 No employee shall be entitled to payment of overtime unless prior approval has been given by the employee's manager.

6.5.3 The duration of meal breaks taken by employees prior to or during overtime shall be at the discretion of the employer but shall not be less than 30 minutes.

6.5.4 Overtime shall be paid for at the rate of time and a-half for the first 3 hours on any day other than a Sunday and double time thereafter.

6.5.5 All overtime worked on a Sunday shall be paid at the rate of double time.

6.5.6 A minimum payment of 2 hours work shall apply to all overtime worked on a Saturday or Sunday. Such minimum payment shall not apply where the overtime is performed immediately preceding and/or following ordinary duty.

6.5.7 Overtime shall be calculated to the nearest quarter of an hour in the total amount of overtime worked daily in respect to which payment is claimed by an employee.

6.5.8 An employee recalled to perform duty on any day will be entitled to a minimum payment of 2 hours notwithstanding that work might be concluded within the 2 hour period.

6.5.9 Nothing in clause 6.5 shall preclude an employee being granted time off in lieu of overtime instead of payment as prescribed by clauses 6.5.4, 6.5.5, 6.5.6 and 6.5.8:

Provided that such time off in lieu shall be agreed mutually between the employer and the employee prior to the work being performed. Such time off in lieu shall be granted at a mutually convenient time and equate with the actual time worked.

PART 7 - LEAVE of absence and public holidays

7.1 Annual leave

7.1.1 The Chief Executive Officer shall, at such time as deemed convenient, grant to every employee (other than a casual employee), annual leave on full pay. Such leave shall not exceed 145 hours for each completed full year of service.

7.1.2 Annual leave may accumulate for no more than 2 years subject to clause 7.1.4.

7.1.3 Any leave accrued in excess of 290 hours shall be transferred to undrawn annual leave to be available for sick leave purposes.

7.1.4 *Annual leave may be granted in broken periods* - Where an employee is eligible for annual leave the Chief Executive Officer may, at the request of the employee and subject to the convenience of the employer, grant such annual leave in broken periods of not less than 7.25 hours.

7.1.5 *Adequate notice to be given* - An employee shall make application in writing for annual leave giving adequate notice of the date from which the employee desires the annual leave to take effect. The employee shall be given adequate notice whether or not such leave has been granted. If the work of the office does not permit the granting of the annual leave from the date requested by the employee, the employee shall be advised of the approximate date from which such leave may be granted.

7.1.6 *An employee may be directed to take annual leave* - The employer may give an employee notice to take annual leave after the accumulation of the full period of leave permissible under clause 7.1. The period of leave shall not commence prior to 14 days from the date such notice is issued.

7.1.7 *Annual leave and long service leave to be taken together* - Annual leave may be granted immediately prior to or following long service leave.

7.1.8 Any period of annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave.

7.2 Loading on annual leave payments

7.2.1 *Loading on annual leave payments* - Employees granted annual leave shall be paid a loading on the following basis:

(a) subject to the provisions of clause 7.2.1(b), in no case shall the payment by the employer to an employee be less than the sum of the following amounts:

- (i) the employee's ordinary salary rate as prescribed by the Award for the period of such leave;
- (ii) a further amount calculated at the rate of 17 1/2% of such ordinary salary.

(b) the provisions of clause 7.2.1(a) shall not apply to any period or periods of leave exceeding 4 weeks per annum.

7.3 Payment in lieu of annual leave on termination of service

If an employee voluntarily resigns or the employee's services are terminated after becoming eligible for annual leave in accordance with the provisions of clause 7.1 of this Award, or for any period of less than 12 months, such employee shall be paid in lieu of such leave accrued at the ordinary salary received at the date of resignation or termination. The leave loading is calculated at the rate of 17 1/2% of the employee's ordinary salary.

7.4 Sick leave

7.4.1 Every full-time employee (other than a casual employee) is entitled to sick leave at the rate of 72.5 hours on full pay and 36.25 hours without pay for each year of service which will accumulate without limit.

7.4.2 An employee absent from work through illness shall advise their Manager as soon as practicable of their absence and the likely duration.

7.4.3 An employee shall apply in writing for each period of sick leave sought and support each application with a certificate from a duly qualified Medical Practitioner or registered Dentist, specifying the period or approximate period during which the employee was/will be unable to work and the nature of the illness.

7.4.4 The Chief Executive Officer shall dispense with the medical certificate if the employee's absence from work on account of illness does not exceed 14.5 hours.

7.4.5 Any employee who has not completed 12 months' service shall be entitled to sick leave on a *pro rata* basis.

7.4.6 For the purpose of accruing sick leave the continuity of employment of an employee with the Corporation shall be deemed to be unbroken by any of the following situations:

- (a) absence from work on leave granted by the employer;
- (b) where a former employee of the Corporation regains employment with the Corporation within 3 months of their being dismissed or stood down.

7.4.7 In determining service for the purpose of calculation of sick leave entitlements the following leave shall not be recognised as service:

- (a) absences on sick leave without pay for any period in excess of 3 months;
- (b) absences from work without pay for which an employee is entitled to receive workers' compensation under the *Workers' Compensation and Rehabilitation Act 2003* for any period in excess of 3 months.

7.4.8 Leave which may be granted at any one time shall not exceed the equivalent of 39 weeks (or 1413.75 hours) on full pay except with the approval of the Chief Executive Officer.

7.4.9 *Employees unable to resume duty may be retired* - If an employee is unable to resume duty on the expiration of all sick leave entitlements and medical retirement is considered premature the employee may utilise annual leave (clause 7.1) and long service leave (clause 7.5) entitlements for sick leave purposes.

On the expiration of either:

- (a) 39 weeks of sick leave; or

(b) the employee's full sick leave entitlement, whichever the lesser,

that employee may be called upon to retire from the Corporation in the event of unfitness to discharge their duties efficiently as certified by the Government Medical Officer where practicable or a medical practitioner appointed by the Corporation. (Such employee shall submit to such examination accordingly).

7.5 Long service leave

7.5.1 Entitlement

All employees who complete 10 years' continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service subject to the following conditions. In accordance with the second tier agreement and consequent amendment to the Award, no employee will be entitled to accrue in excess of 26 weeks long service leave after 31 December 1990 except those employees who have, at that date, already exceeded that entitlement.

7.5.2 Limit at any one time

The minimum period of long service leave which may be granted at any one time is one week and the maximum is 26 weeks.

7.5.3 All applications for long service leave shall be given with timely notice and in writing to the employee's Manager.

7.5.4 Approval of the employee's application is contingent upon the Chief Executive Officer determining:

- (a) that the employee has an entitlement under clause 7.5 to the period of leave requested at the time the employee desires such leave to commence; and
- (b) that leave for the period can be granted to the employee at that time without causing undue detriment to the Corporation.

7.5.5 The Chief Executive Officer shall either:

- (a) approve the employee's application; or
- (b) approve an amended application by the employee after discussion with the employee and reaching agreement on the amount of leave to be taken and/or the period of such leave; or
- (c) refuse or defer consideration of the application if the Chief Executive Officer is not satisfied that the conditions contained in clauses 7.5.4(a) and 7.5.4(b) have been met.

7.5.6 The Chief Executive Officer shall notify the employee in writing of the decision on the employee's application.

7.5.7 Payment in lieu of long service leave on resignation, retirement or termination

An employee who resigns, retires or terminates their service and who, immediately prior to the date on which the resignation, retirement or termination of service became effective, was entitled to be granted long service leave shall be paid in lieu of that leave. Payment shall be calculated by applying the formula in clause 7.5.1 and using the salary rate the employee was receiving at the date on which the resignation, retirement or termination of service became effective deducting any long service leave previously taken. The period for which payment in lieu of long service leave will not exceed 26 weeks except in the case of:

- (a) an employee who resigns at any time after attaining 55 years of age; or
- (b) an employee, as prescribed in clause 7.5.1, who had accrued in excess of 26 weeks long service leave prior to 31 December 1990.

7.5.8 An employee who has had continuous service for a minimum period of 5 years and who resigns at any time after 55 years of age shall be paid in lieu of long service leave, a sum as calculated in clause 7.5.1 on a *pro rata* basis.

7.6 Family leave

The provisions of the *Family Leave Award 2003* 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 2003*; and
- (b) a copy of the *Family Leave Award 2003* is required to be displayed in accordance with section 697 of the Act.

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

- (a) Maternity leave;
- (b) Spousal leave;
- (c) Adoption leave;
- (d) Surrogacy leave;
- (e) Part-time work;
- (f) Carer's leave;
- (g) Bereavement leave; and
- (h) Cultural leave.

7.7 Bereavement leave

Subject to prompt notice being given to the employer, an employee is, on the death of a wife, husband, son, daughter, step-child, father, mother, sister, brother, step-father, step-mother, step-brother, step-sister, father-in-law, mother-in-law, grandparents, grandchildren or any other person approved by the employer be entitled on notice to leave. 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 shall be furnished by the employee to the satisfaction of the employer.

For the purpose of clause 7.7, the words wife and husband will include a person who lives with the employee as a *de facto* partner.

7.8 Study and examination leave

7.8.1 An employee shall be granted leave on full pay:

- (a) to undertake examination study required in a subject which is part of a course approved by the employer; and
- (b) to sit for examinations which are required in a subject which is part of a course approved by the employer.

7.8.2 An employee is entitled to a maximum of 5 days leave per year under clause 7.8:

Provided that the employee shall produce satisfactory evidence of the requirement to attend such examinations to the employer:

Provided further that the proportion of leave utilised for examinations in accordance with clause 7.8 shall be greater than or equal to that utilised for study.

7.8.3 An employee who is on annual leave at the time of sitting for such an examination may be allowed leave without charge for the number of hours on which the examination is held.

7.9 Leave of absence to attend naval, military or air force training camps

7.9.1 Full-time employees other than temporary or replacement employees, may be granted leave of absence for annual attendance at naval, military and air force training. Such attendance shall be for one period of continuous training of up to 2 weeks in each financial year.

7.9.2 In each case evidence of the necessity for attendance at the camp shall be submitted with the employee's application. Adequate notice will be given. At the conclusion of the camp the employee will give the employer a certificate of the employee's attendance at the training camp signed by the employee's Commanding Officer.

7.9.3 Where the employer is unable to grant leave of absence to an employee for the purpose of attending a camp of the employee's own unit or corps, the employer may grant in lieu, leave of absence for the purpose of attending an equivalent camp with another unit or corps.

7.9.4 The employee will be paid the difference between the Services pay received and the employee's normal salary. At the conclusion of the camp the employee will submit evidence of Services pay received to the Paymaster.

7.9.5 *Injury sustained during such leave*

An employee, who while undergoing or receiving or performing training or instruction or service referred to in clause 7.9, sustains injury or contracts an illness necessitating their absence from duty beyond the period of leave granted in clause 7.9 may be granted further leave of absence without pay.

7.10 Withdrawal of leave

Except in the case of sick leave or bereavement leave, leave granted to an employee may be withdrawn at any time by the Chief Executive Officer if the interests of the Corporation so require:

Provided that, at the earliest opportunity convenient to the Corporation, the employee will be allowed to take any of the withdrawn leave. An employee recalled from leave shall be fully compensated for additional expenses and loss of fares.

7.11 Leave for jury service and court attendance as a witness

An employee summoned to undertake jury service or attend any Court as a witness on behalf of the Crown shall be granted leave on full salary for that purpose.

All fees paid to an employee in respect of service as a juror or witness during the period for which leave is granted shall be paid to the Corporation.

Where, on any day during the period for which leave is granted, the salary of the employee is less than the fee payable for that day, the employee shall be entitled to retain the difference between the salary and the fee.

7.12 Illness during leave

Where an employee who has been granted annual leave or long service leave becomes ill and makes application in writing, supported by a medical certificate, the Chief Executive Officer may approve that sick leave be granted in lieu of such annual leave or long service leave:

Provided that:

- (a) in the case of annual leave, the period of incapacity is in excess of 3 working days;
- (b) in the case of long service leave, the period of incapacity is at least one week.

7.13 Public holidays

7.13.1 All work done by any employee in Queensland 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.

7.13.2 Labour Day

All employees covered by this Award will be entitled to be paid a full day's salary 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 shall be paid a full day's salary for that day and in addition a payment for the time actually worked by the employee at one and a-half times the ordinary rate prescribed for such work with a minimum of 4 hours.

7.13.3 Annual show

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

7.13.4 *Double time and a-half*

For the purpose of clause 7.13, where the rate of salary is a weekly rate, "double time and a-half" will mean one and one-half day's salary in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.

7.13.5 All time worked on any of the public holidays listed in clause 7.13.1 and outside the ordinary starting and ceasing times prescribed by this Award for the day of the week on which such holiday falls shall be paid for at double the rate prescribed by the Award for such time when worked outside the ordinary starting and ceasing times on an ordinary working day.

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

8.1 Travelling expenses

Employees required by the employer to travel to centres other than their normal place of duty will be reimbursed for actual expenses incurred during the performance of their duty:

Provided that such expenses are considered reasonable by the employer.

8.2 Employees on transfer

8.2.1 Where an employee is transferred to meet the requirements of the employer, or in the ordinary course of promotion, the reasonable cost of conveyance of the employee, their family, furniture and personal effects shall be paid by the employer.

In the case of an employee who has been transferred by the employer from their place of recruitment, and where it is subsequently approved by the employer that the employee be transferred to a different office because of ill health, the reasonable cost of conveyance of the employee, their family, furniture and personal effects shall be paid by the employer:

Provided that such employee must produce a medical certificate from a duly qualified Medical Practitioner certifying that a change of locality is needed to restore that employee's health.

8.2.2 Time and expenses en route

An employee, while travelling on transfer, shall be allowed reasonable time to effect the transfer.

Where an employee has been granted permission to travel by road in the employee's own motor vehicle, the following conditions shall apply:

- (a) an allowance of 29.2 cents per kilometre shall be paid for the journey by the most practicable, direct route. The employee must record commencing and finishing odometer readings for this journey;
- (b) one working day shall be allowed on full pay for each 500 kilometres of road travel by the most practicable, direct route, and any excess work time taken shall be deducted from the employee's annual leave credit;
- (c) when the transfer involves travelling less than 500 kilometres and the employee intends permanently to reside at the new centre, one working day shall be allowed on full pay;
- (d) where overnight accommodation is used while travelling by private motor vehicle, reasonable and actual expenses incurred for such accommodation and meals shall be reimbursed subject to the employee submitting receipts for expenses and certifying that such costs were incurred while travelling;
- (e) reasonable costs incurred for all meals shall be reimbursed subject to certifying that such costs were incurred and receipts are provided.

8.2.3 Temporary accommodation

Where an employee on transfer must reside at a place other than the intended place of residence the actual and reasonable expenses incurred for accommodation and meals, for the employee and their family, shall be reimbursed:

Provided that the allowance payable be restricted to a period of one month or less (except in special circumstances) and provided further that it is proved that it was no fault of the employee that a permanent residence could not be secured.

An employee who secures private temporary accommodation may claim reasonable expenses incurred for board and lodging for themselves and their family.

8.2.4 Employee to bear costs

Unless otherwise determined, no allowance under clause 8.2 shall be payable to any employee whose transfer has been approved at the employee's request or for disciplinary reasons.

8.2.5 Leave to complete transfer arrangements

The Chief Executive Officer may grant an employee, where necessary, up to 2 working days on full pay within a week prior to the employee's departure on transfer, and where necessary, up to one working day on full pay within a month of arrival at the new centre, for the specific purpose of completing arrangements directly related to the employee's transfer including the supervision of packing and unpacking the employee's furniture and effects.

The Chief Executive Officer may extend the period of entitlement for the taking of a day's leave on arrival to complete arrangements relating to the employee's transfer. The employee shall take such leave within 2 weeks of occupying the employee's intended permanent place of residence at the new centre.

Such extension may be granted only in cases where the employee concerned applies for an extension of the period within one month of arrival at the new centre and it is proven, to the satisfaction of the Chief Executive Officer, that the employee has been unable to secure a permanent place of residence before the expiration of the one month period.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training, learning and development

The parties to this award recognise that in order to increase efficiency and productivity an ongoing commitment to learning and development is required.

Accordingly, the parties commit themselves to developing a more highly skilled and flexible workforce and providing employees with career opportunities through appropriate training to acquire additional skills and knowledge for performance of their duties.

Learning and development may be both on-the-job or off-the-job and either internal or external to the organisation.

Learning and development provided should assist employees in obtaining accredited competencies, knowledge and skills consistent with the Australian Qualifications Framework.

All learning and development should be directed at enabling employees to enhance skills relevant to duties to be performed. Employees will be expected to attend scheduled learning and development activities.

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

No provisions inserted in this Award relevant to this Part.

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) 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 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 Justice and Attorney-General, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

11.3 Union encouragement

- (a) The parties recognise the right of individuals to join a Union and will encourage that membership. However, it is also recognised that Union membership remains at the discretion of individuals.
- (b) An application for Union membership and information on the relevant Union/s will be provided to all employees at the point of engagement.
- (c) Information on the relevant Union(s) will be included in induction materials.
- (d) Union representative(s) will be provided with the opportunity to discuss Union membership with new employees.
- (e) Where requested by public sector Unions, agencies and public sector units will provide payroll deduction facilities for Union subscriptions.

11.4 Union delegates

- (a) The parties acknowledge the constructive role democratically elected Union delegates undertake in the workplace in relation to Union activities that support and assist members. That role will be formally recognised, accepted and supported.
- (b) Public sector employees will be given full access to Union delegates/officials during working hours to discuss any employment matter or seek Union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.
- (c) Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking Union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.
- (d) Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

Schedule A

SALARY SCALES

	Minimum	Maximum
	\$	\$
Level 1	36,889	45,274
Level 2	41,030	49,259
Level 3	46,371	56,518
Level 4	53,070	64,835
Level 5	59,397	72,199
Level 6	67,727	81,287
Level 7	76,134	86,206

The above rates of pay in this Award incorporate adjustments from the Tourism Queensland Employing Office Certified Agreement 2007 at 1 July 2008. The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2011 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required. Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

Schedule B

POSITION TITLES

Kitchen Assistant
Brand and Marketing Services Coordinator
Communications Coordinator
Internal Temp
Strategic Planning Analyst
Corporate Communications Assistant
Research Officer
Accountant
ATDW Customer Service Coordinator
Accounts Officer
Receptionist
International Operations Assistant
Business Solutions and Technology Office Coordinator
Customer Insights and Analytics Coordinator
Communications Coordinator
Destinations Coordinator
Government Relations Coordinator
Image Gallery Coordinator
Industry Innovation Specialist
Aviation Analyst
Economic Analyst
Research Analyst
ATDW Sales and Marketing Coordinator
Digital Content Coordinator
Event Coordinator
Records Coordinator
Records and Procurement Coordinator
Promotions and Trade Events Coordinator
Executive Assistant Business Performance and Planning
Executive Assistant Destinations
Executive Assistant International
Executive Assistant Marketing
Payroll Officer
Project Coordinator
Corporate Communications Advisor
Senior Research Analyst
Strategic Planning Analyst
Application Support Coordinator
Digital Marketing Coordinator
Marketing Coordinator
People and Leadership Consultant
Tourism Coordinator
Digital Content Editor
Digital Content Producer
Government Relations Coordinator
Personal Assistant to Chief Executive Officer
Project Coordinator
Digital Publicist
Destination Specialist
ATDW Team Leader
Financial Accountant
Senior Accountant

People and Leadership Advisor
Business Analyst
Strategic Planning Analyst
Commercial Analyst
ICT Technical Consultant
System Analyst / Developer
Project Leader
Research Project Leader
Senior Marketing Coordinator
Senior Marketing Coordinator International
Senior Marketing Coordinator Brand
Senior Economic Analyst
Government Relations Advisor
Senior Project Officer
Data Management Specialist
Market Specialist
Industry Innovation Specialist
International Market Consultant

Schedule C

GENERIC LEVEL STATEMENT

Tourism Queensland and Tourism Queensland Employing Office positions are categorised into 7 work level groupings as provided in Schedule A.

LEVEL 1

A. Role

An employee will work under close direction and undertake routine activities which require the practical application of basic skills and techniques.

B. General Features

An employee will perform clearly defined activities with outcomes being readily attainable and clearly defined. An employee's duties will be closely monitored with instruction and assistance being readily available.

Freedom to act is limited by standards and procedures. However, with experience, employees may have sufficient freedom to exercise judgement in the planning of their own work within those confines.

Work roles initially may involve employees in on-the-job training including familiarisation with goals and objectives of the work area. Work may be amended to provide employees with an appropriate breadth of experience within the area.

Employees will be responsible for the timeliness and quality of their own work and required to use basic numeracy, written and verbal communication skills.

Within this level supervision of other staff is not a feature.

Entry to this level is by selection based on merit.

C. Knowledge, Skills, Qualifications

On-the-job training includes developing knowledge of the section/department or division operation, basic knowledge of administrative practice and procedures, and a developing knowledge of work practices and policies.

While basic numeracy, keyboard, written and verbal communication skills relevant to the work area are assumed, these may be developed as the employee progresses.

D. Responsibilities

To contribute to the operational objectives of a work area, work role within this level may include some of the following:

routine activities of an administrative and/or selling nature;

accurately processing and maintaining detailed financial and administrative records;

straightforward operation of keyboard equipment, including data input and basic word processing;

provision of routine information including email responses, general reception and telephonist services; and

assisting with the provision of information to the public and industry.

LEVEL 2

A. Role

Employees work under regular direction within clearly defined guidelines and undertake a range of administrative activities requiring the application and continuing development of acquired skills and knowledge.

B. General Features

Employees perform functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the Corporation.

Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees concerning established practices and procedures.

In addition, employees may be required to assist in establishing procedures to meet the objectives of a minor function.

Employees will be responsible for managing their own time and planning and organising their own work. They may be required to guide the work of less experienced employees, although direct supervision of such employees is not a feature of this level.

Employees could be required to resolve minor work procedural issues in the relevant work area within established constraints.

C. Knowledge, Skills, Qualifications

Entry to this level would assume the prior completion of appropriate certificate qualifications, or equivalent level of competence obtained through structured training or equivalent demonstrated competence gained through experience.

Other skill requirements relevant to this level include:

basic skills in oral and written communication;

knowledge of established work practices and procedures relevant to the Corporation;

knowledge of policies and regulations relating to the work area;

understanding of clear but complex rules;

understanding of basic computing concepts including the ability to acquire rapidly skills in using the Corporation's word processing and office automation system;

application of techniques relevant to the work area; and

attainment of appropriate standard of proficiency as outlined in the position description.

D. Responsibilities

To contribute to the operational objectives of the work area, a work role within this level may include some of the following:

undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgement within clearly established procedures and/or guidelines;

achieve outcomes which are clearly defined;

operate a computer and/or programs and peripheral equipment;

understand data entry operating procedures and initiate corrective action at an elementary level;

operate a basic word processor and/or other basic business software and be conversant with and utilise the functions of such systems and reach an appropriate level of proficiency in their use;

provide administrative support requiring the exercise of sound judgement, initiative, confidentiality and sensitivity in the performance of work, e.g. shorthand, meeting preparation and minutes;

accurately processing and maintaining detailed financial records, including accounting for petty cash, generating invoices, monitoring payments received; and

provide more than routine information to clients.

LEVEL 3

A. Role

Employees work under more routine direction in the application and further development of skills and knowledge appropriate to the work. Procedures, methods and guidelines are well established.

B. General Features

Employees perform tasks or activities of increasing complexity using knowledge, judgement and work organisational skills. Assistance is available from more senior employees. Employees may receive guidance on the broader aspects of their work. In addition, employees may assist other employees.

Work roles within this level allow employees the scope to exercise initiative in the application of established work procedures, and may involve employees in internal and external liaison and communication activities.

Employees may be required to undertake some complex operational work and may undertake planning and co-ordination of activities within the work area.

Employees will be responsible for organising and planning their own work.

C. Knowledge, Skills, Qualifications

Entry to this level would assume continuing progress beyond advanced certificate level, or obtaining equivalent levels of structured training, or can demonstrate an equivalent level of competence level on previous experience.

Other skill requirements relevant to this band include:

thorough knowledge of work activities performed within the work area;

sound knowledge of procedural/operational methods of the work area;

some specialised knowledge including databases and corporate information systems;

an ability to apply computing concepts; and

a working knowledge of statutory requirements relevant to the work area.

D. Responsibilities

To contribute to the operational objectives of the work area, a work role within this level may include some of the following:

responsibility for various activities in a specialised area;

responsibility for a limited function within the work area;

assisting in a range of functions and/or contributing to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of the employee;

the provision of administrative support requiring judgement, initiative, confidentiality and sensitivity in the performance of work;

proficiency in the operation of general computer systems including the use of software packages and the identification of operational problems;

under guidance, applying basic programming knowledge and skills; and

cash handling, acceptance of account payments and balancing of monies received.

LEVEL 4

A. Role

Employees work under general direction in functions that require the application and further development of skills and knowledge appropriate to the work. Guidelines and work procedures are generally established.

B. General Features

Under broad instruction employees apply knowledge and skills gained through qualifications and/or previous experience. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field.

Work roles may involve a range of functions which could contain a component of supervision or require officers to provide specialist advice.

Work roles could require sound knowledge of program, activity, operational policy or service aspects of the work performed within a function or a number of work areas.

Employees require skills in managing time, setting priorities, planning and organising their own work and that of staff working under their guidance, to achieve specific objectives.

Employees should have a basic knowledge of the principles of human resource management and be able to assist with on-the-job training, as required.

C. Knowledge, Skills, Qualifications

Entry to this level assumes qualifications to associate diploma level, or equivalent skill standard obtained through structured training, or demonstrated competency.

Other skill requirements relevant to this band include:

- knowledge of statutory requirements relevant to work area;

- knowledge of section procedures, policies and activities;

- sound discipline knowledge gained through previous experience, training or education;

- knowledge of the role of departments and divisions within Corporation and/or service functions; and

- an understanding of the underlying principles in the relevant disciplines.

D. Responsibilities

To contribute to the operational objectives of the work area, a work role within this level may include some of the following:

- activities which may require the employee to exercise judgement in a limited field and/or contribute knowledge and skills where procedures are not fully defined;

- responsibility for various functions within a work area including compliance with regulations, codes, procedures, etc;

- duties of a specialised nature requiring the development of knowledge over time;

- the identification of specific or desired performance outcomes;

- the provision of administrative support of a complex nature to senior employees;

- a wide range of activities associated with program, activity or service delivery;

- computer-based work requiring system and/or programming knowledge and experience;

- under guidance, applying programming knowledge and skills in systems development, maintenance and implementation;

assisting with user training, as required; and

application of established procedures, practices, standards, etc.

LEVEL 5

A. Role

Employees undertake a range of functions requiring the application and continuing development of knowledge and skills to achieve results in line with departmental and/or Corporation goals.

Employees are subject to general direction from more senior employees.

Employees adhere to established work practices. However, they may be required to exercise initiative and judgement where practices and direction are not clearly defined.

B. General Features

Employees are involved in establishing sectional/departmental programs and procedures. Work roles will include a range of functions and may involve the supervision of a small group or section. Work may span more than one discipline. In addition, employees may be required to assist in the preparation of, or prepare budgets. Employees will be required to provide advice and assistance to other employees.

Work roles demand the application of knowledge which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor workflows in their area of responsibility.

Employees are required to set project priorities, plan and organise their own work and that of staff under their guidance and establish the most appropriate operational methods. In addition, interpersonal skills are required to gain the co-operation of clients and staff.

Employees responsible for projects and/or functions will be required to establish outcomes to achieve Branch or Section goals. Specialists may be required to provide multi-disciplinary advice.

C. Knowledge, Skills, Qualifications

Entry to this level would assume continuing progress towards diploma or degree qualifications, or appropriate equivalent skill standard gained through structured training, or demonstrated competency.

Other skill requirements relevant to this band include:

knowledge of departmental programs, policies and activities;

sound discipline knowledge gained through experience; and

knowledge of the role of the Corporation's structure and service.

D. Responsibilities

To contribute to the operational objectives of the work area. A work role within this level may include some of the following:

responsibility for a range of functions within a group or small section;

responsibility for a moderately complex project;

undertaking a minor phase of a broader or more complex professional assignment;

assisting in the budget preparation and review process, including the identification and provision of required information;

setting priorities and monitoring workflow in areas of responsibility;

exercising judgement and initiative where procedures are not clearly defined;

understanding computer-based systems and operations to enable the provision of training, advice and support; and

providing project and development support and undertaking analysis/design of systems and/or undertake programming in specialist areas.

LEVEL 6

A. Role

Employees operate under limited direction from senior employees and undertake a range of functions for which operational policies, practices and guidelines may need to be developed. Increasing emphasis is placed upon the acquisition and application of key management skills and competencies.

B. General Features

Employees have the scope to influence the operational activities of the relevant organisational unit. Employees will be expected to contribute to its management, assist/prepare budgets, establish procedures and work practices etc. In addition, employees will be required to provide expert advice.

Work duties will include responsibilities for decision-making in a particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the area and set outcomes for the work area for which they are responsible.

Employees may exercise limited managerial responsibility for a work area or work independently as specialists. An employee at this level may be a senior member of a single discipline project team or provide specialist support to a range of programs/activities.

Managing time is essential so that outcomes may be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate staff under guidance. Employees are required to understand and implement effective human resource management practices.

C. Knowledge, Skills, Qualifications

Entry to this band would assume substantial progress towards diploma or degree qualifications, or appropriate equivalent skill standard gained through structured training, or demonstrated competency.

Other skill requirements could include:

- discipline knowledge gained through experience, training or education;
- an appreciation of the long term goals of the organisation;
- detailed knowledge of program activities and work practices relevant to the work area;
- a knowledge of organisational structures and functions; and
- a comprehensive knowledge of statutory requirements relevant to the discipline.

In particular, employees are expected to enhance their management skills and competencies.

D. Responsibilities

To contribute to the operational objectives of the work area, a work role within this band may include:

- undertaking significant and complex projects and/or functions involving use of analytical skills;
- the provision of advice on complex matters within the work area and/or discipline;
- undertaking a range of duties within the work area, including problem definition, planning and the exercise of judgement;
- the provision of advice on policy matters and contribute to their development;
- negotiation on matters of significance within the section and/or department or division, with other bodies and/or members of the public;
- controlling and co-ordinating a work area within budgetary constraints;
- exercising a degree of autonomy, within budgetary constraints, in establishing the operation of the work area;

undertaking duties which involve more than one discipline; and
the provision of a consultancy service for a range of activities.

LEVEL 7

A. Role

Employees operate under broad direction. They may exercise responsibilities for various functions within a department or division or operate independently or as a member of a specialist team.

Significant emphasis is placed upon the acquisition and application of key management skills and competencies.

B. General Features

Employees are involved in establishing operational procedures which impact on activities undertaken and outcomes achieved by the Corporation. Employees also will be required to monitor policies and activities within the work area.

Employees are involved in the formation/establishment of programs, procedures and work practices within departments or divisions and will be required to provide assistance to other employees, sections and/or departments or divisions.

Work roles will demand responsibility for decision-making and the provision of expert advice to other areas of the Corporation. Employees would be expected to undertake the control and co-ordination of a section, or significant work area. In addition, employees require a good understanding of the long-term goals of the Corporation.

Management of staff is normally a feature at this level and employees are responsible for a significant work area. Employees are required to set outcomes in relation to their section and/or function and may be required to negotiate matters on behalf of the work area.

C. Knowledge, Skills, Qualifications

Entry to this band would assume degree qualification or appropriate equivalent skill standard gained through structured training, or demonstrated competency.

Other skill area requirements include:

- general knowledge of Corporation policies and procedures;
- application of a high level of discipline knowledge; and
- knowledge and ability to apply human resource management skills.

D. Responsibilities

To contribute to the operational objectives of the work area. A work role within this band may include some of the following:

- undertaking managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;
- planning, directing, controlling and evaluating operations which include analysing and interpreting for either a major single discipline or multi-discipline operation;
- developing work practices and procedures for various projects;
- establishing work area outcomes;
- preparing budget submissions for senior colleagues and/or the Corporation;
- developing and implementing significant operational procedures;
- reviewing operations to determine their effectiveness;
- training other staff; and
- developing appropriate methodology and applying proven techniques in the provision of specialised services.

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

Operative Date: 10 May 2012