

Registered and Licensed Clubs Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 18 April 2019 ([PR707025](#)).

Clause(s) affected by the most recent variation(s):

14—Redundancy

Current review matter(s): [AM2014/47](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/283](#); [AM2014/300](#); [AM2014/301](#); [AM2014/305](#); [AM2015/1](#); [AM2015/2](#); [AM2016/8](#); [AM2016/13](#); [AM2016/15](#); [AM2016/17](#)

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Part 1—Application and Operation

1. Title

This award is the *Registered and Licensed Clubs Award 2010*.

2. Commencement and transitional

[Varied by [PR991566](#), [PR542178](#)]

2.1 This award commences on 1 January 2010.

2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A and Schedule B. The arrangements in Schedule A and Schedule B deal with:

- minimum wages and piecework rates
- casual or part-time loadings
- Saturday, Sunday, public holiday, evening or other penalties
- shift allowances/penalties.

[2.4 varied by [PR542178](#) ppc 04Dec13]

2.4 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

[2.5 varied by [PR542178](#) ppc 04Dec13]

2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.

[2.6 varied by [PR542178](#) ppc 04Dec13]

2.6 The Fair Work Commission may review the transitional arrangements:

- (a) on its own initiative; or
- (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or

- (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or
- (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

3. Definitions and interpretation

[Varied by [PR994478](#), [PR997772](#), [PR503684](#), [PR544292](#), [PR546033](#)]

3.1 In this award, unless the contrary intention applies:

Act means the *Fair Work Act 2009* (Cth)

[Definition of **adult apprentice** inserted by [PR544292](#) ppc 01Jan14]

adult apprentice means an apprentice who is 21 years of age or over at the commencement of their apprenticeship

[Definition of **agreement-based transitional instrument** inserted by [PR994478](#) from 01Jan10]

agreement-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

assistant secretary/manager, assistant general manager, assistant chief executive officer, assistant secretary or assistant manager means an employee who is appointed by the club's Board of Directors or Committee of Management to assist and in the absence of the Secretary/Manager, General Manager, Chief Executive Officer, Secretary or Manager, to undertake duties the major and substantial part of which is responsibility for the duties of the employees as defined

award-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

club means any club which is registered and licensed under the provisions of relevant State or Commonwealth Statutes (Liquor and/or Gaming Acts, Associations' Incorporation Acts or Corporations Acts) and which is established and operates on a not-for-profit basis for the benefit of members and the community

club manager means a person appointed as such who is responsible for the direction and overall operation of a registered and licensed club, subject to the strategic direction determined by its Board of Directors or Committee of Management. A club manager has duties and responsibilities as referred to in clause C.11 of Schedule C— Classification Definitions.

[Definition of **default fund employee** inserted by [PR546033](#) ppc 01Jan14]

default fund employee means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of **defined benefit member** inserted by [PR546033](#) ppc 01Jan14]

defined benefit member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

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[Definition of **Division 2B State award** inserted by [PR503684](#) ppc 01Jan11]

Division 2B State award has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **Division 2B State employment agreement** inserted by [PR503684](#) ppc 01Jan11]

Division 2B State employment agreement has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

double time means double the ordinary hourly rate

[Definition of **employee** substituted by [PR997772](#) from 01Jan10]

employee means national system employee within the meaning of the Act

[Definition of **employer** substituted by [PR997772](#) from 01Jan10]

employer means national system employer within the meaning of the Act

enterprise award-based instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **exempt public sector superannuation scheme** inserted by [PR546033](#) ppc 01Jan14]

exempt public sector superannuation scheme has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

maintenance and horticultural employee means an employee engaged in a classification referred to in clause C.9 of Schedule C—Classification Definitions

[Definition of **MySuper product** inserted by [PR546033](#) ppc 01Jan14]

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

NES means the National Employment Standards as contained in [sections 59 to 131](#) of the *Fair Work Act 2009* (Cth)

[Definition of **on-hire** inserted by [PR994478](#) from 01Jan10]

on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

public holiday means a day identified as a public holiday in the NES

rostered day off means any continuous 24 hour period between the completion of the last ordinary shift and the commencement of the next ordinary shift on which an employee is rostered for duty

shiftworker means a seven day shiftworker who is regularly rostered to work on Sundays and public holidays, and includes a club manager

spread of hours means the period of time elapsing from the time an employee commences duty to the time the employee ceases duty within any period of 24 hours

standard rate means the minimum wage for the Level 4 classification (Cook (tradesperson) grade 3) in clause 17.2. The **standard weekly rate** means the

minimum weekly wage for that classification. The **standard hourly rate** means the minimum hourly wage for that classification.

[Definition of **transitional minimum wage instrument** inserted by [PR994478](#) from 01Jan10]

transitional minimum wage instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

4. Coverage

[Varied by [PR994478](#)]

4.1 This award covers employers of employees engaged in the performance of all or any work in or in connection with or for clubs registered or recognised under State, Territory or Commonwealth legislation and their employees in the classifications within Schedule C—Classification Definitions, to the exclusion of any other modern award.

4.2 To avoid doubt, this award covers the work of bar attendants or stewards employed in a club situated on a football ground, cricket ground or sports ground and persons engaged as greenkeepers, ground attendants, gardeners, propagators, lawn mower and motor roller drivers and general labourers in the construction and maintenance of bowling greens and golf courses, but does not cover:

- (a) persons employed by a student union of a university;
- (b) employees of municipal, shire or county councils;
- (c) landscape gardeners and master gardeners;
- (d) employees employed by an employer other than the club, where the employer operates a golf pro shop, driving range or other golfing facility, or provides golf coaching or other similar services, which are accessible to the general public;
- (e) thoroughbred, harness, trotting and greyhound racing clubs and their employees in relation to operations covered by the *Racing Clubs Events Award 2010*; or
- (f) club honorary secretaries.

4.3 This award does not apply to employees of employers who are covered by the following awards:

- (a) *Hospitality Industry (General) Award 2010*;
- (b) *Cleaning Services Award 2010*;
- (c) *Racing Industry Ground Maintenance Award 2010*; or
- (d) *Security Services Industry Award 2010*.

4.4 The award does not cover an employee excluded from award coverage by the Act.

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- 4.5** The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

[New 4.6 inserted by [PR994478](#) from 01Jan10]

- 4.6** The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

[4.7 inserted by [PR994478](#) from 01Jan10]

- 4.7** This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

[4.8 inserted by [PR994478](#) from 01Jan10]

- 4.8** This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

[4.6 renumbered as 4.9 by [PR994478](#) from 01Jan10]

- 4.9** Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

5. Access to the award and the National Employment Standards

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6. The National Employment Standards and this award

The [NES](#) and this award contain the minimum conditions of employment for employees covered by this award.

7. Individual flexibility arrangements

[Varied by [PR542178](#); 7—Award flexibility renamed and substituted by [PR610221](#) ppc 01Nov18]

- 7.1** Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:
- (a) arrangements for when work is performed; or
 - (b) overtime rates; or
 - (c) penalty rates; or
 - (d) allowances; or
 - (e) annual leave loading.
- 7.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 7.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 7.4** An employer who wishes to initiate the making of an agreement must:
- (a) give the employee a written proposal; and
 - (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 7.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 7.6** An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
 - (b) identify the award term, or award terms, the application of which is to be varied; and
 - (c) set out how the application of the award term, or each award term, is varied; and
 - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
 - (e) state the date the agreement is to start.
- 7.7** An agreement must be:
- (a) in writing; and
 - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

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- 7.8** Except as provided in clause 7.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 7.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 7.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 7.11** An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or
 - (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).
- Note: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in s.144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see s.145 of the [Act](#)).
- 7.12** An agreement terminated as mentioned in clause 7.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 7.13** The right to make an agreement under clause 7 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

Part 2—Consultation and Dispute Resolution

8. Consultation about major workplace change

[8—Consultation regarding major workplace change renamed and substituted by [PR546288](#), 8—Consultation renamed and substituted by [PR610221](#) ppc 01Nov18]

- 8.1** If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
 - (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
 - (c) commence discussions as soon as practicable after a definite decision has been made.

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- 8.2** For the purposes of the discussion under clause 8.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
 - (b) their expected effect on employees; and
 - (c) any other matters likely to affect employees.
- 8.3** Clause 8.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 8.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 8.1(b).
- 8.5** In clause 8:
- significant effects**, on employees, includes any of the following:
- (a) termination of employment; or
 - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
 - (c) loss of, or reduction in, job or promotion opportunities; or
 - (d) loss of, or reduction in, job tenure; or
 - (e) alteration of hours of work; or
 - (f) the need for employees to be retrained or transferred to other work or locations; or
 - (g) job restructuring.
- 8.6** Where this award makes provision for alteration of any of the matters defined at clause 8.5, such alteration is taken not to have significant effect.

8A. Consultation about changes to rosters or hours of work

[8A inserted by [PR610221](#) ppc 01Nov18]

- 8A.1** Clause 8A applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 8A.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 8A.3** For the purpose of the consultation, the employer must:
- (a) provide to the employees and representatives mentioned in clause 8A.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and

- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

8A.4 The employer must consider any views given under clause 8A.3(b).

8A.5 Clause 8A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

9. Dispute resolution

[Varied by [PR542178](#); substituted by [PR610221](#) ppc 01Nov18]

9.1 Clause 9 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

9.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.

9.3 If the dispute is not resolved through discussion as mentioned in clause 9.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

9.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 9.2 and 9.3, a party to the dispute may refer it to the Fair Work Commission.

9.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.

9.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.

9.7 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 9.

9.8 While procedures are being followed under clause 9 in relation to a dispute:

- (a) work must continue in accordance with this award and the [Act](#); and
- (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

9.9 Clause 9.8 is subject to any applicable work health and safety legislation.

Part 3—Types of Employment and Termination of Employment

10. Types of employment

[Varied by [PR998378](#), [PR999579](#), [PR531203](#), [PR532923](#), [PR559561](#), [PR598486](#)]

10.1 Employees under this award will be employed in one of the following categories:

- (a) full-time;
- (b) part-time; or
- (c) casual.

10.2 At the time of engagement, an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time or casual. Such decision will then be recorded in a letter of appointment.

10.3 Full-time employment

A full-time employee is an employee who is engaged as such and employed in a classification in Schedule C—Classification Definitions and engaged to work 38 ordinary hours per week, or, where the employee is employed on a roster, an average of 38 hours per week over the roster cycle.

[10.4 substituted by [PR598486](#) ppc 01Jan18]

10.4 Part-time employees

- (a) An employer may employ part-time employees in any classification in this award.
- (b) A part-time employee is an employee who is employed in a classification in **Schedule C—Classification Definitions** and who:
 - (i) is engaged to work at least 8 and less than 38 ordinary hours per week or, where the employer operates a roster, an average of at least 8 and fewer than 38 hours per week over the roster cycle;
 - (ii) has reasonably predictable hours of work; and
 - (iii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- (c) At the time of engagement the employer and the part-time employee will agree in writing upon:
 - (i) the number of hours of work which is guaranteed to be provided and paid to the employee each week or, where the employer operates a roster, the number of hours of work which is guaranteed to be provided and paid to the employee over the roster cycle (**the guaranteed hours**); and
 - (ii) the days of the week, and the periods in each of those days, when the employee will be available to work the guaranteed hours (**the employee's availability**).

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- (d) Any change to the guaranteed hours may only occur with the written consent of the employee.
- (e) The employer may roster the working of the employee's guaranteed hours and any additional hours in accordance with clause 25—Roster, provided that:
 - (i) the employee may not be rostered for work for any hours outside the employee's availability;
 - (ii) the employee must not be rostered to work in excess of 12 or less than 3 hours in a day; and
 - (iii) the employee must have two days off each week.
- (f) Where a part-time employee has over a period of at least 12 months regularly worked a number of ordinary hours that is in excess of the guaranteed hours, the employee may request in writing that the employer agree to increase the guaranteed hours. If the employer agrees to the request, the new agreement concerning guaranteed hours shall be recorded in writing. The employer may refuse the request only upon reasonable business grounds, and such refusal must be provided to the employee in writing and specify the grounds for refusal.
- (g) Where there has been a genuine and ongoing change in the employee's personal circumstances, the employee may alter the days and hours of the employee's availability on 14 days' written notice to the employer. If the alteration to the employee's availability cannot reasonably be accommodated by the employer within the guaranteed hours then, despite clause 10.4(d), those guaranteed hours will no longer apply and the employer and the employee will need to reach a new agreement in writing concerning guaranteed hours in accordance with clause 10.4(c).
- (h) All time worked in excess of:
 - (i) 38 hours per week or, where the employee works in accordance with a roster, an average of 38 hours per week over the roster cycle; or
 - (ii) the employee's rostered hours;will be overtime and paid for at the rates prescribed in **clause 28.3**.
- (i) An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 10.5.
- (j) A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.
- (k) A part-time employee who immediately prior to 1 January 2018 has a written agreement with their employer for a regular pattern of hours is entitled to continue to be rostered in accordance with that agreement, unless that agreement is replaced by a new written agreement made in accordance with clause 10.4(c).

10.5 Casual employment

(a) A casual employee is an employee who is engaged and paid as such.

(b) Casual loading

[10.5(b) varied by [PR999579](#) from 1Jul10]

Casual employees will be paid the percentage at the ordinary hourly rate for the classification in which they are employed as prescribed in clause 29.1, which includes a 25% casual loading. The late and early work penalty prescribed in clause 29.4 for work between Monday to Friday also applies to casual employees.

(c) Casual employees must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.

[10.5(d) substituted by [PR998378](#) from 17Jun10]

(d) On each occasion a casual employee (other than a casual employee engaged solely as a bingo caller or assistant bingo caller) is required to attend work the employee is entitled to a minimum payment for two hours' work. A casual employee engaged solely as a bingo caller or an assistant bingo caller is entitled to a minimum payment for three hours' work.

[10.5(e) inserted by [PR598486](#) ppc 01Jan18]

(e) A casual employee shall be paid at the overtime rates specified in clause 28.3 for any work in excess of:

- (i) 12 hours per day or per shift;
- (ii) in excess of 38 hours per week or, where the employee works in accordance with a roster, an average of 38 hours per week over the roster cycle (which may not exceed 4 weeks).

10.6 Conversion to full-time or regular part-time employment

(a) This clause only applies to a regular casual employee.

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

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

(d) An employee who has worked at the rate of an average of 38 or more hours a week in the period of 12 months' casual employment may seek to have the employee's employment converted to full-time employment.

(e) An employee who has worked at the rate of an average less than 38 hours a week in the period of 12 months' casual employment may seek to have the employee's employment converted to part-time employment.

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- (f) Where a casual employee seeks to convert to full-time or part-time employment, the employer may consent to or refuse the request, but only on reasonable grounds. In considering a request, the employer may have regard to any of the following factors:
 - (i) the size and needs of the workplace or enterprise;
 - (ii) the nature of the work the employee has been doing;
 - (iii) the qualifications, skills, and training of the employee;
 - (iv) the trading patterns of the workplace or enterprise (including cyclical and seasonal trading demand factors);
 - (v) the employee's personal circumstances, including any family responsibilities; and
 - (vi) any other relevant matter.
- (g) Where it is agreed that a casual employee will have the employee's employment converted to full-time or regular part-time employment as provided for in this clause, the employer and employee must discuss and agree upon:
 - (i) the form of employment to which the employee will convert; that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.4.
- (h) The date from which the conversion will take effect is the commencement of the next pay cycle following such agreement being reached unless otherwise agreed.
- (i) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (j) An employee must not be engaged and/or re-engaged (which includes a refusal to re-engage) to avoid any obligation under this award.
- (k) Nothing in this clause obliges a casual employee to convert to full-time or part-time employment, nor permits an employer to require a casual employee to so convert.
- (l) Nothing in this clause requires the employer to convert the employment of a regular casual employee to full-time or part-time employment if the employee has not worked for 12 months or more in a particular establishment or in a particular classification stream.
- (m) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.

11. Apprentices

[Varied by [PR559298](#)]

11.1 Apprentices will be engaged in accordance with relevant apprenticeship legislation and be paid in accordance with clause 17.4.

11.2 An apprentice under the age of 18 years will not, without the employee's consent, be required to work overtime, shiftwork or late work.

[11.3 inserted by [PR559298](#) ppc 01Jan15]

11.3 No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.

[11.4 inserted by [PR559298](#) ppc 01Jan15]

11.4 Except as provided in this clause or where otherwise stated, all conditions of employment specified in this award apply to apprentices.

[11.5 inserted by [PR559298](#) ppc 01Jan15]

11.5 Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.

[11.6 inserted by [PR559298](#) ppc 01Jan15]

11.6 For the purposes of clause 11.5, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.

[11.7 inserted by [PR559298](#) ppc 01Jan15]

11.7 The amount payable by an employer under clause 11.5 may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.

[11.8 inserted by [PR559298](#) ppc 01Jan15]

11.8 All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or

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within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.

[11.9 inserted by [PR559298](#) ppc 01Jan15]

- 11.9** An employer may meet its obligations under clause 11.8 by paying any fees and/or cost of textbooks directly to the RTO.

[11.10 inserted by [PR559298](#) ppc 01Jan15]

- 11.10** An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.

[11.11 inserted by [PR559298](#) ppc 01Jan15]

- 11.11** Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This subclause operates subject to the provisions of Schedule F—School-based Apprentices.

12. Junior employees

- 12.1** Junior employees employed in the bar or other places where liquor is sold must be paid at the adult rate of pay in clause 17.2 for the classification of the work being performed.

- 12.2** An employer may at any time demand the production of a birth certificate or other satisfactory proof for the purpose of ascertaining the correct age of a junior employee. If a birth certificate is required, the cost of it must be borne by the employer.

- 12.3** No employee under the age of 18 years will be required to work more than 10 hours in a shift.

13. Termination of employment

[13 substituted by [PR610221](#) ppc 01Nov18]

Note: The [NES](#) sets out requirements for notice of termination by an employer. See ss.117 and 123 of the [Act](#).

13.1 Notice of termination by an employee

- (a) This clause applies to all employees except those identified in ss.123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

Column 1 Employee's period of continuous service with the employer at the end of the day the notice is given	Column 2 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

Note: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

- (c) In paragraph (b) **continuous service** has the same meaning as in s.117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under paragraph (b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under paragraph (b), then no deduction can be made under paragraph (d).
- (f) Any deduction made under paragraph (d) must not be unreasonable in the circumstances.

13.2 Job search entitlement

Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.

13.3 The time off under clause 13.2 is to be taken at times that are convenient to the employee after consultation with the employer.

14. Redundancy

[Varied by [PR994478](#), [PR503684](#); [PR561478](#); substituted by [PR707025](#) ppc 03May19]

NOTE: Redundancy pay is provided for in the [NES](#). See sections 119–123 of the [Act](#).

14.1 Transfer to lower paid duties on redundancy

- (a) Clause 14.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or

- (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in paragraph (c).
- (c) If the employer acts as mentioned in paragraph (b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

14.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 14 or under sections 119–123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

14.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under paragraph (a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of paragraph (b).
- (d) An employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clauses 13.2 and 13.3.

Part 4—Minimum Wages and Related Matters

15. Work organisation

Employees must undertake duties as directed within the limits of their competence and may undertake duties across the different streams contained in the classification definitions in Schedule C—Classification Definitions, provided that outdoor staff will give priority to the caring of the greens and they will not be compelled to perform duties associated with or in the club house.

16. Classifications

The definitions of the classification levels in clause 17—Minimum wages are contained in Schedule C—Classification Definitions.

17. Minimum wages

[Varied by [PR997952](#), [PR998611](#), [PR998378](#), [PR502602](#), [PR509089](#), [PR522920](#), [PR536723](#), [PR544292](#), [PR551646](#), [PR566733](#), [PR579828](#), [PR592156](#), [PR592841](#), [PR606383](#)]

17.1 General

An adult employee within a level specified in the following table (other than an apprentice or an employee engaged on a supported wage) will be paid not less than the rate per week assigned to the classification, as defined in Schedule C—Classification Definitions, for the area in which such employee is working. An employee's rate of pay is inclusive of the award rate set out in this clause and the additional allowance (where applicable) for first aid set out in clause 18.2.

17.2 Club employees

[17.2 varied by [PR997952](#); corrected by [PR998611](#); varied by [PR998378](#), [PR509089](#), [PR522920](#), [PR536723](#), [PR551646](#), [PR566733](#), [PR579828](#), [PR592156](#), [PR606383](#) ppc 01Jul18]

Level	Classification	Minimum weekly wage	Minimum hourly wage	Annual salary (where applicable)
		\$	\$	\$
Introductory		719.20	18.93	
Level 1		739.90	19.47	
	Food and beverage attendant grade 1			
	Guest service grade 1			
	Kitchen attendant grade 1			
Level 2		768.30	20.22	
	Child care worker grade 1			
	Clerical grade 1			
	Cook grade 1			
	Doorman/ Security officer grade 1			
	Food and beverage attendant grade 2			
	Front office grade 1			
	Guest service grade 2			
	Kitchen attendant grade 2			

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Level	Classification	Minimum weekly wage	Minimum hourly wage	Annual salary (where applicable)
		\$	\$	\$
	Leisure attendant grade 1			
	Maintenance and horticultural employee level 1			
	Storeperson grade 1			
Level 3		794.70	20.91	
	Clerical grade 2			
	Cook grade 2			
	Food and beverage and gaming attendant grade 3			
	Forklift driver			
	Front office grade 2			
	Guest service grade 3			
	Handyperson			
	Kitchen attendant grade 3			
	Leisure attendant grade 2			
	Maintenance and horticultural employee level 2			
	Storeperson grade 2			
	Timekeeper/ Security officer grade 2			
Level 4		837.40	22.04	
	Clerical grade 3			
	Cook (tradesperson) grade 3			
	Food and beverage attendant (tradesperson) grade 4			
	Front office grade 3			
	Guest service grade 4			
	Leisure attendant grade 3			
	Maintenance and horticultural level 3 (tradesperson)			
	Storeperson grade 3			
Level 5		889.90	23.42	

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Level	Classification	Minimum weekly wage	Minimum hourly wage	Annual salary (where applicable)
		\$	\$	\$
	Child care worker grade 2			
	Clerical supervisor			
	Cook (tradesperson) grade 4			
	Food and beverage and gaming attendant grade 5			
	Front office supervisor			
	Guest service supervisor			
	Maintenance and horticultural level 4			
Level 6		913.70	24.04	
	Cook (tradesperson) grade 5			
	Club manager of a club with a gross annual revenue of less than \$500,000			
	Child care worker grade 3			
Level 7	Level A manager	936.70	24.65	48,842
Level 8	Level B manager	976.30	25.69	50,907
	Maintenance and horticultural management level 1			
Level 9	Level C manager	989.30	26.03	51,585
Level 10	Level D manager	1025.60	26.99	53,478
Level 11	Level E manager	1063.00	27.97	55,428
	Maintenance and horticultural management level 2			
Level 12	Level F manager	1130.30	29.74	58,937
Level 13	Level G manager	1152.40	30.33	60,089

17.3 Non-application of particular provisions of this awards to employees within particular classifications receiving specified salaries

(a) Managerial classifications—levels 7–13 inclusive in clause 17.2

[17.3 varied by [PR998378](#) from 17Jun10]

- (i) Subject to the requirements of the NES, the provisions of clauses:

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- 18.1(h)—Higher duties;
- 18.3—Broken shifts;
- 26—Ordinary hours of work and rostering (other than sub clause 26.8—Special provisions for accrued rostered days off—club managers);
- 27—Recall to duty—club managers;
- 28—Overtime; and
- 29—Penalty rates (other than penalty rate provisions relating to public holidays (see clause 29));

will not apply to a club manager receiving a salary of 20% in excess of the minimum annual salary rates for the appropriate classification prescribed in Schedule C—Classification Definitions.

(ii) Subject to the requirements of the NES, the provisions of clauses:

- 18.1(a)—Meal allowance;
- 18.1(c)—Uniforms—club managers;
- 18.1(d)—Vehicle allowance;
- 18.1(h)—Higher duties;
- 18.3—Broken shifts;
- 26—Ordinary hours of work and rostering;
- 27—Recall to duty—club managers;
- 28—Overtime;
- 29—Penalty rates; and
- 34.3—Additional arrangements for full-time employees

will not apply to club managers receiving a salary in excess of 50% above the minimum annual salary rate for the appropriate classification prescribed in Schedule C—Classification Definitions.

(iii) To avoid doubt, where a club manager is not paid in accordance with either paragraph (i) or (ii) above, the club manager will be entitled to the benefits of all relevant provisions of this Award.

(b) Maintenance and horticultural levels 1–4

An employee classified at Maintenance and horticultural levels 1–4 (as defined) may freely agree in writing to payment of a salary of not less than 33% in excess of the minimum weekly rate of pay for level 4 (Maintenance and horticultural level 3—tradesperson) instead of the following provisions of the award—clause 18.1(a)—Meal allowance; clause 24—Meal breaks; clause 26—Ordinary hours of work and rostering; clause 28—Overtime; and clause 34—Public holidays, provided that no employee on such a salary arrangement will

be required to work in excess of 38 ordinary hours per week, averaged over a 52 week period. An agreement made pursuant to this subclause may be terminated by either party after 12 months by giving 28 days' written notice or such lesser period as is agreed.

17.4 Apprentices wages

(a) Cooking and maintenance and horticultural apprenticeship

- (i) A person who has completed a full apprenticeship in cooking or maintenance and horticulture must be paid not less than the [standard rate](#).
- (ii) An employee apprenticed in the cooking or maintenance and horticulture trades will be paid the percentage of the [standard rate](#), as follows:

Year	%
First	55
Second	65
Third	80
Fourth	95

(b) Waiting apprenticeship

- (i) Any person who has completed a full apprenticeship as a qualified tradesperson must be paid not less than the [standard rate](#).
- (ii) An employee apprenticed in the waiting trade will be paid the [standard rate](#), or the wage as otherwise prescribed, as follows:

First six months	70% of the standard rate
Second six months	85% of the standard rate
Third six months	Midway between the total rate prescribed for Food and beverage attendant grade 2 (waiter) in clause 17.2 and the standard rate ; and
Fourth six months	Midway between the total rate prescribed for the third six months, above, and the standard rate .

(c) Proficiency pay—cooking apprenticeship

(i) Application

Proficiency pay as set out in clause 17.4(c)(ii) will apply to apprentices who have successfully completed their schooling in a given year.

(ii) Payments

Apprentices must receive the [standard rate](#) during the latter half of the fourth year of the apprenticeship where the standard of proficiency has been attained on one, two or three occasions on the following basis:

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On one occasion only:

- for the first nine months of the fourth year of apprenticeship, the normal fourth year rate of pay;
- thereafter, the [standard rate](#).

On two occasions:

- for the first six months of the fourth year of apprenticeship, the normal fourth year rate of pay;
- thereafter, the [standard rate](#).

On all three occasions:

- for the entire fourth year, the [standard rate](#).

(d) Proficiency payments—waiting apprenticeship

(i) Application

Proficiency pay as set out in clause 17.4(d)(ii) will apply to level 2 apprentices who have successfully completed their schooling in the first year.

(ii) Payments

Apprentices who have attained the standard of proficiency in their first year must receive the [standard rate](#) during the latter half of the second year of apprenticeship.

(e) Adult apprentices

[17.4(e) inserted by [PR544292](#) ppc 01Jan14]

- (i) The minimum wage of an adult apprentice who commenced on or after 1 January 2014 and is in the first year of their apprenticeship must be 80% of the standard rate, or the appropriate rate prescribed by clause 17.4 for the relevant year of the apprenticeship, or the rate prescribed by clause B.3.1(d)(ii), whichever is the greater.
- (ii) The minimum wage of an adult apprentice who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be the rate for the lowest adult classification in subclause 17.2—Club employees, or the appropriate rate prescribed by clause 17.4 for the relevant year of the apprenticeship or the rate prescribed by clause B.3.1(d)(ii), whichever is the greater.
- (iii) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least six months as a full-time employee or twelve months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice

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must continue to receive the minimum wage that applies to the classification specified in clause 17.2 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

17.5 Junior employees

- (a) The minimum rate of wages for junior employees will be the undermentioned percentages of the rate prescribed for the adult classification appropriate to the work performed for the area in which the employee is working:

Age	%
17 years of age and under	60
18 years of age	70
19 years of age	85
20 years of age	100

17.6 Casual fitness instructors

[17.6(a) varied by [PR997952](#), [PR509089](#), [PR522920](#), [PR536723](#), [PR551646](#), [PR566733](#), [PR579828](#), [PR592156](#), [PR606383](#) ppc 01Jul18]

- (a) Minimum rate per hour is \$47.72.
(b) Minimum engagement—one hour.

[Note inserted by [PR502602](#) ppc 01Jul10]

NOTE: The hourly rate specified in this clause is inclusive of the 25% casual loading in clause 10.5.

17.7 Supported wage system

See Schedule D

17.8 National training wage

[17.8 substituted by [PR593841](#) ppc 01Jul17]

- (a) Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.

[17.8(b) varied by [PR606383](#) ppc 01 Jul18]

- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2018. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Registered and Licensed Clubs Award 2010* and not the *Miscellaneous Award 2010*.

17.9 Management trainees

[17.9 inserted by [PR998378](#) from 17Jun10]

- (a) Upon engagement Management trainees are to be enrolled into the nationally accredited qualification: SIT 50307 Diploma of Hospitality Management with an appropriate Registered Training Organisation.

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- (b) The minimum rates payable for Management trainees will be the following percentages of the Level 8—Level B manager’s rate:

	Percentage of Level 8—Level B rate
First year	90
Second year	95
Third year	97.5
Fourth year	100

- (c) Progression to the next year of service salary scale will be dependent upon the trainee having acquired training levels within the nationally accredited qualification: SIT 50307 Diploma of Hospitality Management for the preceding year.

18. Allowances

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](#).

[Varied by [PR998070](#), [PR509211](#), [PR523041](#), [PR536844](#), [PR551767](#), [PR566868](#), [PR579562](#), [PR592318](#), [PR606538](#)]

18.1 Expenses incurred in the course of employment

(a) Meal allowance

(i) Club employees other than club managers

[18.1(a)(i) varied by [PR998070](#), [PR509211](#), [PR523041](#), [PR536844](#), [PR551767](#), [PR566868](#), [PR579562](#), [PR592318](#), [PR606538](#) ppc 01Jul18]

- An employee required to work overtime for more than two hours without being notified on the previous day or earlier that they will be so required to work must either be supplied with a meal by the employer or be paid an allowance of \$12.97.
- If an employee who has been given notice of a requirement to work overtime has provided a meal and is not required to work overtime or is required to work less than the amount advised, the employee must be paid as prescribed above for the meal which they have provided but which is surplus.

(ii) Club managers

[18.1(a)(ii) varied by [PR998070](#), [PR509211](#), [PR523041](#), [PR536844](#), [PR551767](#), [PR566868](#), [PR579562](#), [PR592318](#), [PR606538](#) ppc 01Jul18]

- Where a club provides meals for members, a manager employed by the club will, while on duty, be entitled to a meal free of cost, to the maximum value of \$12.97, whenever the club is providing such meals.
- Where an employee due to operational requirements is unable to partake of a meal free of cost the employee will be paid an allowance of \$12.97 per meal.

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- Despite the provisions of this clause, an employer and an employee may agree in writing that an allowance of \$12.97 per meal will be paid instead of the provision of a meal free of cost to the employee.
- Where a club does not provide a meal for members, the employee will be entitled to an allowance of \$12.97 per meal.

(b) Clothing, equipment and tools

- (i)** Where a cook is required to use their own tools, the employer must pay an allowance of \$1.55 per day or part thereof up to a maximum of \$7.60 per week. Where a maintenance and horticultural employee is required to supply and use their own tools, the employer will reimburse the cost of such tools.
- (ii)** Where the employer requires an employee to wear any special clothing such as coats, dresses, caps, aprons, cuffs, safety footwear and any other articles of clothing, the employer must reimburse the employee for the cost of purchasing such special clothing. The provisions of this clause do not apply where the special clothing is supplied by the employer.
- (iii)** Where the employee is responsible for laundering the special clothing the employer must reimburse the employee for the demonstrated costs of laundering it.
- (iv)** The employer and the employee may agree on an arrangement under which the employee will wash and iron the special clothing for an agreed sum of money to be paid by the employer to the employee each week.
- (v)** For the purposes of this clause black and white attire (not being dinner suit or evening dress), shoes, hosiery and/or socks are not special clothing.
- (vi)** Where it is necessary that an employee wear waterproof or other protective clothing such as waterproof boots, aprons, or gloves, the employer must reimburse the employee for the cost of purchasing such clothing. The provisions of this clause do not apply where the protective clothing is supplied by the employer.
- (vii)** An employer may require an employee on commencing employment to sign a receipt for item/s of uniform and property. This receipt must list the item/s of uniform and property and the value of them. If, when an employee ceases employment, the employee does not return the item/s of uniform and property (or any of them) in accordance with the receipt, the employer will be entitled to deduct the value as stated on the receipt from the employee's wages.
- (viii)** In the case of genuine wear and tear, damage, loss or theft that is not the employee's fault the provisions of clause 18.1(b)(vii) will not apply.
- (ix)** Where the employer requires an employee to provide and use any towels, tools, ropes, brushes, knives, choppers, implements, utensils and materials, the employer must reimburse the employee for the cost of purchasing such equipment. The provisions of this clause do not apply where these items are supplied by the employer.

(c) Uniforms—club managers

- (i)** Where the employer requires a manager to wear a uniform while on duty, the employer must reimburse the manager for the cost of purchasing the uniform. The provisions of this subclause do not apply where the uniform is supplied by the employer.
- (ii)** Where the employer requires a manager to wear a uniform, the employer must pay to the employee an allowance of \$10.00 per week to cover the costs of laundering the uniform. The provisions of this clause do not apply where the employer arranges for the uniform to be laundered without cost to the manager.
- (iii)** An employer may require an employee on commencing employment to sign a receipt for item/s of uniform and property. This receipt must list the item/s of uniform and property and the value of them. If, when an employee ceases employment, the employee does not return the item/s of uniform and property (or any of them) in accordance with the receipt, the employer will be entitled to deduct the value as stated on the receipt from the employee's wages.
- (iv)** In the case of genuine wear and tear, damage, loss or theft that is not the employee's fault, the provisions of clause 18.1(c)(iii) will not apply.

(d) Vehicle allowance

[18.1(d) varied by [PR523041](#), [PR536844](#), [PR551767](#) ppc 01Jul14]

An employee who is required by their employer to use their own vehicle in or in connection with the official business of the employer must be paid an allowance of \$0.78 each kilometre of authorised travel. An employer may require an employee to record full details of all such official travel requirements in a log book as a pre-condition for the employee qualifying for the allowance.

(e) Working late

When an employer requires an employee to work until it is unreasonable to travel by their normal method of transport home, the employer must pay the cost of transport for the employee to get home. This clause does not apply where the employer provides accommodation for the employee for the night free of charge or provides transport for the employee to get home.

(f) Working early

When an employer requires an employee to start work before their normal starting time and before their normal method of transport to work is available, the employer must pay the cost of transport for the employee to get to work. This clause does not apply where the employer provides transport for the employee to get to work.

(g) Working away from usual place of work

This clause applies where an employer requires an employee other than a casual to work at a place more than 80 kilometres from the employee's usual place of work.

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(i) The employer must pay the employee an amount equal to the cost of fares reasonably spent by the employee in travelling from the employee's usual place of work to the new place of work.

(ii) The employer may recover any amount paid to an employee under this clause if the employee concerned leaves their employment or is dismissed for misconduct within three months of receiving such a payment.

(h) Higher duties

(i) Any employee employed for two or more hours of one day on duties carrying a higher rate than the employee's ordinary classification will be paid the higher rate for each day. If the employee is employed for less than two hours on such duties, the employee is entitled to be paid the higher rate for the time so worked.

(ii) A higher paid employee will, when necessary, temporarily relieve a lower paid employee without loss of pay.

(i) Expenses—club managers

(i) An employee will be reimbursed for all monies reasonably expended by the employee for and on behalf of the employer subject to Board policy or approval.

(ii) The Board of Directors or a duly appointed representative of the Board may predetermine the parameters for the usage of credit cards issued to the employee and advise the club card holder of those parameters accordingly.

(j) Maintenance and horticultural employees training allowance

Maintenance and horticultural employees undertaking a horticultural, maintenance and/or greenkeeping certificate course required by their employer will be given leave in the employer's time to attend such classes, lectures and examinations as required by the relevant technical college. Fees for the course will be reimbursed by the employer to the employee at the successful completion of each year.

(k) Adjustment of expense related allowances

(i) At the time of any adjustment to the [standard rate](#), each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

(ii) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group

Allowance	Applicable Consumer Price Index figure
Clothing, equipment and tools allowance	Clothing and footwear group
Vehicle allowance	Private motoring sub-group

18.2 Allowance for responsibilities or skills that are not taken into account in rates of pay—first aid allowance

An employee who has undertaken a first aid course and who is the holder of a current recognised first aid qualification such as a certificate from the St John Ambulance or similar body and who is appointed by the employer as a first aid attendant must be paid an allowance, per week, equal to 1.2% of the [standard weekly rate](#) for all purposes.

18.3 Allowance for disabilities associated with the performance of particular tasks or work in particular conditions or locations—broken periods of work

An employee (other than casual) who is required to work any of their ordinary hours on any day in more than one period of employment, other than for meal breaks as prescribed in accordance with the provisions of clause 24—Meal breaks, will be paid an allowance of 0.4% of the [standard weekly rate](#) per day, for such broken work period worked.

19. District allowances

[Varied by [PR994478](#); deleted by [PR561478](#) ppc 05Mar15]

20. Accident pay

[Varied by [PR994478](#), [PR503684](#); deleted by [PR561478](#) ppc 05Mar15]

21. Payment of wages

[21 varied by [PR588652](#)]

21.1 Except upon the termination of employment all wages including overtime will be paid on any day other than Friday, Saturday or Sunday in each week. However, by agreement between the employer and the majority of employees in the workplace, in a week where a holiday occurs payment of wages may be made on a Friday.

21.2 By agreement between the employer and the employee wages may be paid either weekly or fortnightly by one of the following means:

- (a) cash;
- (b) cheque; or
- (c) payment into employee's bank account by electronic funds transfer, without cost to the employee.

21.3 However, an employer may pay an employee weekly by cash without consultation.

[21.4 substituted by [PR588652](#) ppc 16Dec16]

- 21.4** Where an employee is paid by cash or cheque, and the employee is paid their wages at any time other than during their working time, if the employee is kept waiting more than 15 minutes, the employee will be paid overtime rates for all time spent waiting for payment at the workplace.
- 21.5** Employees whose rostered day off falls on pay day will be paid their wages, if they so desire, before going off duty on the working day prior to their day off. However, this provision will not apply to employees paid by electronic funds transfer.

22. School-based apprentices

See Schedule F

23. Superannuation

[Varied by [PR990552](#), [PR992167](#), [PR994478](#), [PR546033](#)]

23.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

23.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

23.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 23.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.

- (c) The employer must pay the amount authorised under clauses 23.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 23.3(a) or (b) was made.

23.4 Superannuation fund

[23.4 varied by [PR994478](#) from 01Jan10]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 23.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 23.2 and pay the amount authorised under clauses 23.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) Club Plus Superannuation Pty Limited;
- (b) Club Super;
- (c) HOSTPLUS;
- (d) Sunsuper;
- (e) Tasplan;
- (f) AustralianSuper;

[23.4(g) varied by [PR546033](#) ppc 01Jan14]

- (g) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or

[23.4(h) inserted by [PR546033](#) ppc 01Jan14]

- (h) a superannuation fund or scheme which the employee is a defined benefit member of.

23.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 23.2 and pay the amount authorised under clauses 23.3(a) or (b):

- (a) **Paid leave**—while the employee is on any paid leave;
- (b) **Work-related injury or illness**—for the period of absence from work of the employee due to work-related injury or work-related illness provided that:
 - (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
 - (ii) the employee remains employed by the employer.

Part 5—Hours of Work and Related Matters

24. Meal breaks

[Varied by [PR531203](#)]

[24.1 substituted by [PR531203](#) ppc 08Nov12]

24.1 Subject to the provisions of this clause:

- (a) If an employee, including a casual employee, is required to work more than five hours in a day the employee must be given an unpaid meal break of no less than 30 minutes. The break must be given no earlier than 1.5 hours after starting work and no later than five hours after starting work.
- (b) An employee rostered for a five hour shift may elect to take an unpaid 30 minute meal break during the shift and the employer shall not unreasonably refuse.

24.2 If an employee is not given a meal break in accordance with clause 24.1 the employer must pay the employee an extra hourly or part thereof payment at the rate of 50% of the ordinary hourly rate from the end of five hours until either the meal break is given or the shift ends.

24.3 If an employee is required to work more than five hours after the employee is given the unpaid meal break, the employee must be given an additional 20 minute paid break.

24.4 Where the club employs fewer than 10 people covered by this award, then the break prescribed by clause 24.2 can be substituted by a paid 20 minute crib break, which can be taken, as trade permits, at any time within that day's shift, and the penalty prescribed by clause 24.2 will not apply.

24.5 If either:

- (a) an employee's hours of work fall entirely between 11.00 pm and 8.00 am; or
- (b) an employee is the only employee rostered for duty on a particular day or shift;

the employee will be given a paid break of no less than 20 minutes. This paid break may be given instead of the unpaid meal break provided in clause 24.1.

24.6 A maintenance and horticultural employee is entitled to two tea breaks of 10 minutes duration each, to be counted as time worked, in the morning and afternoon of each day at a time to be arranged by the employer. Alternatively, the employer and employee may agree to combine the breaks into one break of 20 minutes.

24.7 A maintenance and horticultural employee working overtime will be allowed a crib break of 20 minutes duration without deduction of pay after each four hours of overtime worked if the employee continues work after such a break.

24.8 Where the period of overtime is to be for more than 1.5 hours such an employee will be allowed a meal break of 20 minutes after ordinary hours before starting overtime. This break will be paid for at ordinary rates.

25. Roster

- 25.1** A roster for all full-time and part-time employees showing normal starting and finishing time and the surname and initials of each employee will be prepared by the employer and will be posted in a conspicuous place or places accessible to the employees concerned.
- 25.2** The roster will be alterable by mutual consent at any time or by amendment of the roster on seven days' notice. Where practicable two weeks' notice of rostered day or days off will be given provided that the days off may be changed by mutual consent or through absence, through sickness or other cause over which the employer has no control.

26. Ordinary hours of work and rostering

[Varied by [PR998378](#), [PR542178](#), [PR598658](#)]

- 26.1** The hours of work of a full-time employee are an average of 38 per week.
- 26.2** Each full-time employee is entitled to two full days off per week (normal rostered days off).
- 26.3** The average of 38 hours per week is to be worked in one of the following ways:
- (a)** a 19 day month of eight hours per day; provided that the ordinary daily hours (exclusive of meal breaks) will not exceed eight per day or shift, worked within a spread of 11 hours per day;
 - (b)** four days of eight hours and one of six hours; provided that the ordinary daily hours (exclusive of meal breaks) will not exceed eight per day, worked within a spread of 11 hours per day, except that the daily maximum will be six hours worked within a spread of eight hours for one day in five under this method;
 - (c)** four days of 9.5 hours per day (exclusive of meal breaks) within a spread of 12 hours;
 - (d)** five days of seven hours 36 minutes per day worked (exclusive of meal breaks) within a spread of 10.5 hours;
 - (e)** 152 hours per each four week period with a minimum of eight normal rostered days off per each four week period; or
 - (f)** any combination of the above.
- 26.4** The arrangement for working the average of 38 hours per week is to be agreed between the employer and the employee from the alternatives in clause 26.3.
- 26.5** Where the hours of work arrangement provides for 152 hours per each four week period:
- (a)** no employee is to work more than 10 days in a row without a normal rostered day off;

[26.5(b) substituted by [PR598658](#) ppc 01Jan18]

- (b) where an employee works more than 20 days in a four week period, the 21st and any subsequent days worked in the four week period must be paid at the rates prescribed in clause 28.3.

26.6 Special provisions for maintenance and horticultural employees

For maintenance and horticulture employees the ordinary hours will be worked between the hours of 6.00 am and 6.00 pm Monday to Friday and 6.00 am and 12.00 noon on Saturday, provided that by agreement between the employer and the majority of employees the span of hours may be increased by up to one hour. The maximum number of ordinary hours worked on any one day will not exceed eight hours on Monday to Friday and four hours on Saturday.

26.7 Special provisions for accrued rostered days off

- (a) Overtime accrued rostered days off may, by agreement, be banked to a maximum of five days credit and will be taken at a time or times that are mutually agreeable to the employer and the employee.
- (b) Employees will be entitled to a maximum of 12 accrued days off in any one calendar year.
- (c) Accrued time will be reduced pro rata for any unpaid non-attendance.
- (d) For the purposes of the overtime provisions of the award, the standard day for full-time employees engaged on an accrued day off arrangement will be deemed to be eight ordinary hours.
- (e) A full-time employee who is absent from duty (other than on annual leave, long service leave, paid personal/carer's leave, compassionate leave, public holidays or other paid leave) will have eight hours ordinary time rate of pay deducted from the employee's wages for each day the employee is absent.
- (f) The hourly rate of pay will be calculated by dividing the ordinary weekly rate by 38.
- (g) Any accrued time granted to an employee in advance or owing to an employee, at the time of termination of employment, and not offset by time worked, will be deducted from or added to the final payment on termination.

26.8 Special provisions for accrued rostered days off—club managers

- (a) Each employee will be free from duty for at least nine days in each four weekly period provided that in each such period that on at least two occasions such days will be consecutive.
- (b) Where the employer and an employee mutually agree in writing to substitute an alternative method of taking time off, then that method will apply.
- (c) In clubs where only a club manager is employed the Board of Directors and the club manager may, by mutual consent in writing, agree to the club manager taking eight full days and two half days off in each four week period.

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- (d) The club's Board of Directors or a duly authorised representative of the Board will have the right to direct when a rostered day off will not be worked and, in the case of an emergency, the right to direct when a rostered day off will be worked.
- (e) An employee who works on their rostered day(s) off as directed will be paid at overtime rates for all hours so worked.
- (f) Details of all work performed on a rostered day off by any employee covered by this award will be submitted in writing by the club manager to the club's Board of Directors or to a duly authorised representative of the Board prior to or at the meeting of the Board following the day on which such work was performed and payment for such work will be made on the first pay day after that meeting.
- (g) Where details of work are not submitted in accordance with clause 26.8(f), no entitlement to payment will arise.
- (h) The taking of rostered days off may be deferred with the prior approval of the club's Board, with such rostered days off to be banked, by written agreement for a period not exceeding 12 months from the date such rostered days off accrued to the employee, to be taken at a time agreed upon between the employer and employee; provided that the number of rostered days off so banked will at no time exceed 10 such days.
- (i) The employer and the employee may agree in writing that the money value of any rostered days off accrued and banked, pursuant to clause 26.8(h), but not taken by the employee, may be paid to the employee instead of taking such accrued and banked rostered days off. Payment will be made at normal time rates of pay.
- (j) By agreement with the employer, the employee's accrued rostered days off may be added to the employee's annual leave (no annual leave loading will apply to such accruals).
- (k) Upon termination of the employee's employment for any reason, the money value of any rostered days off accrued and banked pursuant to clause 26.8(h), but not taken by the employee, will be paid to the employee at normal time rates of pay. Any rostered days off accrued in excess of 10 will be disregarded.

[26.8(l) inserted by [PR998378](#) from 17Jun10; varied by [PR542178](#) ppc 04Dec13]

- (l) Despite anything to the contrary in this Award, and subject to further order of the Fair Work Commission, the provisions of this sub-clause 26.8 apply from 1 January 2010 to club managers employed or engaged in New South Wales or the Australian Capital Territory, and will not apply to club managers employed or engaged in any other State or Territory until 1 January 2013.

26.9 Make-up time

An employee may elect, with the consent of their employer, to work make-up time, under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award.

27. Recall to duty—club managers

An employee recalled to work any overtime in one or more periods after having left the club premises will, when such overtime is worked after the conclusion of the ordinary hours of one shift and before the commencement of the ordinary hours of the next shift (whether notified before or after having left the said premises), be paid for a minimum of one hour's work, provided such overtime is not required to be paid because of the failure of the employee to perform a duty, or function, during the employee's ordinary working hours. The employee will not be paid for the time spent travelling to and from the club on a recall.

28. Overtime

[28 varied by [PR585804](#); substituted by [PR598486](#) ppc 01Jan18; corrected by [PR599014](#) ppc 1Jan18]

28.1 An employer may require an employee to work reasonable overtime at overtime rates.

28.2 All time worked by a full-time employee in excess of the hours and/or outside the spread of hours or outside the rostered hours prescribed in this award will be overtime and will be paid for at the overtime rates specified in clause 28.3.

28.3 The following overtime rates are payable to an employee, depending on the time at which the overtime is worked:

- (a) Monday to Friday inclusive - 150% for the first two hours and 200% for all work thereafter;
- (b) between midnight Friday and midnight Saturday - 175% for the first two hours and 200% for all work thereafter;
- (c) between midnight Saturday and midnight Sunday - 200% for all time worked;
- (d) all work performed on a public holiday - 250% for all time worked, with a minimum payment of four hours at the rate of 250%;
- (e) all work performed on a rostered day off to which an employee is entitled - 200%, with a minimum payment of four hours at the rate of 200%.

28.4 Overtime on any day will stand alone.

28.5 If an employee is so long on overtime duty that the employee has not had 10 hours' rest before the employee's next regular starting time, the employee will be allowed at least 10 hours' rest without deduction of pay or will be paid at overtime rates for all time of duty until the employee has had at least eight hours' rest.

28.6 Time off instead of payment for overtime

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.

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EXAMPLE: By making an agreement under clause 28.6 an employee who worked 2 overtime hours at the rate of time and a half is entitled to 3 hours' time off.

- (c) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 28.6 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (c), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (f) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (g) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 28.6 will apply for overtime that has been worked.

Note: If an employee makes a request under section 65 of the Act for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).

- (h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 28.6 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 28.6.

- 28.7** An apprentice under the age of 18 years will not, without the employee's consent, be required to work overtime, shiftwork or late work.
- 28.8** An employee required to work overtime for more than two hours without being notified on the previous day or earlier that they will be so required to work will be either supplied with a meal by the employer or be paid the allowance prescribed in clause 18.1(a)(i).

29. Penalty rates

29.1 An employee other than a maintenance and horticultural employee performing work on the following days will be paid the following percentage of the minimum wage rate in clause 17—Minimum wages for the relevant classification:

	Monday to Friday	Saturday	Sunday	Public holiday
	%	%	%	%
Full-time and part-time	100	150	175	250
Casual (inclusive of the 25% casual loading)	125	150	175	250

29.2 A maintenance and horticultural employee performing work on the following days will be paid the following percentage of the minimum wage rate in clause 17—Minimum wages for the relevant classification:

Monday to Friday and Saturday before 12 noon	Saturday after 12 noon	Sunday	Public holiday
100%	150% for the first 2 hours then 200%	200%	250%

29.3 Public holidays

- (a) An employee other than a casual working on a public holiday will be paid for a minimum of four hours' work.
- (b) Employees other than maintenance or horticultural employees who work on a prescribed holiday may, by agreement, perform such work at ordinary rates plus 50% additional loading, instead of the penalty rate prescribed in clause 29.1, provided that equivalent paid time is added to the employee's annual leave or one day instead of such public holiday will be allowed to the employee during the week in which such holiday falls. Provided that such holiday may be allowed to the employee within 28 days of such holiday falling due.
- (c) An employee other than a casual working on Christmas Day when it falls on a weekend will be paid an additional loading of 50% of their ordinary time rate for the hours worked on that day and will also be entitled to the benefit of a substitute day.

29.4 Late and early work penalty

Employees other than maintenance or horticultural employees will be entitled to the following additional penalty for work performed at the following times:

- (a) Monday to Friday, 7.00 pm to midnight: 10% of the [standard hourly rate](#) per hour or any part of an hour for such time worked within the said hours; and
- (b) Monday to Friday, midnight to 7.00 am: 15% of the [standard hourly rate](#) per hour or any part of an hour for such time worked within the said hours.

29.5 Penalty rates not cumulative

Except as provided in clause 24—Meal breaks, where time worked is required to be paid for at more than the ordinary rate such time will be not subject to more than one penalty, but will be subjected to that penalty which is to the employee’s greatest advantage.

29A. Requests for flexible working arrangements

[29A inserted by [PR701461](#) ppc 01Dec18]

29A.1 Employee may request change in working arrangements

Clause 29A applies where an employee has made a request for a change in working arrangements under s.65 of the [Act](#).

Note 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: An employer may only refuse a s.65 request for a change in working arrangements on ‘reasonable business grounds’ (see s.65(5) and (5A)).

Note 3: Clause 29A is an addition to s.65.

29A.2 Responding to the request

Before responding to a request made under s.65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee’s circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

Note 1: The employer must give the employee a written response to an employee’s s.65 request within 21 days, stating whether the employer grants or refuses the request (s.65(4)).

Note 2: If the employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).

29A.3 What the written response must include if the employer refuses the request

Clause 29A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 29A.2.

- (a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the employer and employee could not agree on a change in working arrangements under clause 29A.2, the written response under s.65(4) must:

- (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
- (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

29A.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 29A.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

29A.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 29A, can be dealt with under clause 9—Dispute resolution.

Part 6—Leave and Public Holidays

30. Annual leave

[Varied by [PR583066](#)]

30.1 Leave entitlement

- (a) Annual leave is provided for in the NES. It does not apply to casual employees.
- (b) For the purpose of the additional week of leave provided by the NES, a **shiftworker** means a seven day shiftworker who is regularly rostered to work on Sundays and public holidays, and includes a club manager.

30.2 The NES prescribes the basis for payment for annual leave, including payment for untaken leave upon the termination of employment.

30.3 In addition to the payment provided for in the NES, an employer is required to pay an additional leave loading of 17.5% of that payment.

30.4 Close-down

[30.4 renamed and substituted by [PR583066](#) ppc 29Jul16]

An employer may require an employee to take annual leave as part of a close-down of its operations, by giving at least four weeks' notice.

30.5 Excessive leave accruals: general provision

[30.5 inserted by [PR583066](#) ppc 29Jul16]

Note: Clauses 30.5 to 30.7 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing

with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 30.1).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 30.6 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 30.7 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

30.6 Excessive leave accruals: direction by employer that leave be taken

[30.6 inserted by [PR583066](#) ppc 29Jul16]

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 30.5(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 30.5, 30.6 or 30.7 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 30.6(b)(i).

Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

30.7 Excessive leave accruals: request by employee for leave

[30.7 inserted by [PR583066](#); substituted by [PR583066](#) ppc 29Jul17]

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 30.5(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 30.6(a) that, when any other paid annual leave arrangements (whether made under clause 30.5, 30.6 or 30.7 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 30.5, 30.6 or 30.7 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 30.1) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

30.8 Annual leave in advance

[30.8 inserted by [PR583066](#) ppc 29Jul16]

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and

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- (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Note: An example of the type of agreement required by clause 30.8 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.

- (c) The employer must keep a copy of any agreement under clause 30.8 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 30.8, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

30.9 Cashing out of annual leave

[30.9 inserted by [PR583066](#) ppc 29Jul16]

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 30.9.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 30.9.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 30.9 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 30.9 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 30.9 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 30.9.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 30.9.

Note 3: An example of the type of agreement required by clause 30.9 is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I.

31. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are provided for in the NES.

32. Community service leave

Community service leave is provided for in the NES.

33. Professional development leave—club managers

33.1 This clause applies only to club managers.

33.2 In order to facilitate progression through the classification structure, an employee is entitled to five days' paid professional development leave in each calendar year, subject to the provisions of this clause.

33.3 Professional development leave is only available for the purpose of undertaking continuing education and industry activity programs.

33.4 The entitlement to paid professional development leave is dependent on:

- (a) the employee providing the club with at least 28 days' notice, or a lesser period as mutually agreed, of the dates on which the employee seeks to take professional development leave;
- (b) the granting of leave not unduly affecting the operation of the club; and
- (c) the employee agreeing to provide, if requested by the club, a report outlining the potential benefits of the training undertaken to the operation of the club.

33.5 The club will reimburse an employee for any costs associated with undertaking continuing education programs and industry activities.

34. Public holidays

34.1 Public holidays are provided for in the NES.

34.2 By agreement between the employer and the majority of employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday instead of any of the days prescribed in s.115 of the Act.

34.3 Additional arrangements for full-time employees

- (a) A full-time employee whose rostered day off falls on a public holiday must, subject to clause 29.3:
 - (i) be paid an extra day's pay;
 - (ii) be provided with an alternative day off within 28 days; or
 - (iii) receive an additional day's annual leave.
- (b) Clause 34.3(a) does not apply in relation to Easter Saturday, if employees have their ordinary hours rostered only on Monday to Friday.
- (c) A full-time employee who works on a public holiday which is subject to substitution as provided for by the NES will be entitled to the benefit of the substitute day.

34A. Leave to deal with Family and Domestic Violence

[34A inserted by [PR609376](#) ppc 01Aug18]

34A.1 This clause applies to all employees, including casuals.

34A.2 Definitions

(a) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
 - (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- (b) A reference to a spouse or de facto partner in the definition of family member in clause 34A.2(a) includes a former spouse or de facto partner.

34A.3 Entitlement to unpaid leave

An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12 month period of the employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

2. The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

34A.4 Taking unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

34A.5 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

34A.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 34A. The notice:

- (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the employer of the period, or expected period, of the leave.

(b) Evidence

An employee who has given their employer notice of the taking of leave under clause 34A must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 34A.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

34A.7 Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 34A.6 is treated confidentially, as far as it is reasonably practicable to do so.

- (b) Nothing in clause 34A prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

34A.8 Compliance

An employee is not entitled to take leave under clause 34A unless the employee complies with clause 34A.

Part 7—Industry Specific Provisions

35. Accommodation—club managers

[35.1 varied by [PR994478](#)]

- 35.1** Where a club provides accommodation for a club manager, a club manager and spouse or de facto partner, or a club manager, spouse or de facto partner and dependent children, the club will be entitled to deduct an amount agreed in writing between the club and the employee, from the employee's wages for rental of such accommodation.
- 35.2** A written agreement entered into by a club and its employee under this clause must contain a provision specifying the method by which the agreed deduction for accommodation may be varied and the dates upon which the review is to take place.

Schedule A—Transitional Provisions

[Varied by [PR991566](#), [PR502602](#), [PR503684](#)]

Note: The general transitional provisions in this Schedule operate subject to the special transitional provisions for South Australia in Schedule B for particular modern award provisions.

A.1 General

[A.1.3 inserted by [PR502602](#) from 01Jul10]

A.1.1 The provisions of this schedule deal with minimum obligations only.

A.1.2 The provisions of this schedule are to be applied:

- (a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;
- (b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;
- (c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or
- (d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

A.1.3 Transitional provisions in respect of employers in New South Wales and the Australian Capital Territory

The additional payment referred to in clause 17.3(a)(i) transitions from the previous 30% referred to under Club Managers award-based transitional instruments in New South Wales and the Australian Capital Territory by the following percentages:

First full pay period on or after

1 July 2010	28%
1 July 2011	26%
1 July 2012	24%
1 July 2013	22%
1 July 2014	20%”

A.2 Minimum wages – existing minimum wage lower

A.2.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

A.2.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

A.2.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.2.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

A.2.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.2.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

A.2.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.3 Minimum wages – existing minimum wage higher

A.3.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,

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- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

A.3.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

A.3.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.3.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

A.3.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.3.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

A.3.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.4 Loadings and penalty rates

[Varied by [PR502602](#) from 01Jul10]

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;

- shift allowance/penalty (including the broken shift allowance in clause 18.3).

A.5 Loadings and penalty rates – existing loading or penalty rate lower

A.5.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.

A.5.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.

A.5.3 The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.

A.5.4 From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.5.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.6 Loadings and penalty rates – existing loading or penalty rate higher

A.6.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty

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and there is no equivalent loading or penalty in this award, for any classification of employee.

A.6.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.

A.6.3 The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.

A.6.4 From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.6.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.7 Loadings and penalty rates – no existing loading or penalty rate

A.7.1 The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.

A.7.2 Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

A.7.3 From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

First full pay period on or after

1 July 2010	20%
1 July 2011	40%
1 July 2012	60%
1 July 2013	80%

A.7.4 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.8 Former Division 2B employers

[A.8 inserted by [PR503684](#) ppc 01Jan11]

A.8.1 This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.

A.8.2 All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.

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- A.8.3** Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.
- A.8.4** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.
- A.8.5** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.
- A.8.6** In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

Schedule B—Transitional Provisions in respect to South Australia

[Varied by [PR991566](#), [PR503684](#), [PR506095](#)]

[Note varied by [PR506095](#) ppc 01Jan11]

Note: The transitional provisions in respect to South Australia in this Schedule operate instead of the general transitional provisions in Schedule A, in respect to the particular modern award provisions dealt with in this Schedule.

This award covers State referred employers and State referred employees from 1 January 2011 noting that the National Employment Standards have applied since 1 January 2010 (subject to the no detriment rule — [Item 37, Schedule 3A](#) of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*).

The award coverage exemptions as listed in subclauses 4.2 and 4.3 of this award also apply to State referred employers.

[B.1 varied by [PR503684](#); renumbered as B.1.1 by [PR506095](#) ppc 01Jan11]

B.1.1 Schedule B applies throughout South Australia to employers engaged in the Club industry who were, as at 31 December 2009, applying the terms and conditions of the Notional Agreement Preserving a State Award or who were, at 31 December 2010, applying the terms and conditions of the Division 2B State award containing the terms of the *Hotels, Clubs, Etc., Award* [AN150066 – SA or RA150066 – SA] to one or more employees.

B.1.2 Division 2B State referred employers and employees

[B.1.2 inserted by [PR506095](#) ppc 01Jan11]

All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.

The other transitional provisions in Schedule B apply to all State referred employers from 1 February 2011.

A **State referred employer** is a national system employer who becomes such by virtue of s. [30N](#) of the *Fair Work Act 2009*.

A **State referred employee** is a national system employee who becomes such by virtue of s. [30M](#) of the *Fair Work Act 2009*.

B.2 Schedule B will cease to operate from 31 December 2014.

B.3 The following clauses outlined below replace the corresponding clause or part thereof in the body of this modern award:

B.3.1 Hotels, Clubs, Etc., Award [AN150066 – SA]

(a) Minimum rates of pay

[New B.3.1(a) inserted by [PR506095](#) ppc 01Jan11]

The provisions of 17—Minimum wages do not apply to State referred employers covered by clause B.1.2 until the first full pay period commencing on or after 1 February 2011.

Refer to clause B.1.2—Division 2B State referred employers and employees for more information.

(b) Part-time employment [clause 10.4 in the award]

[B.3.1(a) renumbered as B.3.1(b) by [PR506095](#) ppc 01Jan11]

- (i) An employer may employ part-time employees in any classification in this award.
- (ii) A **part-time employee** means an employee who is employed on a regular and systematic basis for a minimum of 15 ordinary hours per week and up to a maximum of 35 ordinary hours per week.
- (iii) An employer is required to roster a part-time employee for a minimum of two consecutive hours on any shift.
- (iv) An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause B.3.1(g)(ii) within this Schedule.
- (v) All time worked in excess of eight hours per day, outside the spread of hours specified in clause 26.3 of this award or in excess of 35 ordinary hours per week will be overtime and paid for at the rates prescribed in clause B.3.1(f) of this schedule.
- (vi) A part-time employed under the provisions of this clause must be paid for ordinary hours at the rate of 1/38th of the weekly rate prescribed in clause 17—Minimum wages of the award, plus 10% for all worked performed.

(c) Junior employees (other than office juniors) [clause 12.1 in the award]

[B.3.1(b) renumbered as B.3.1(c) by [PR506095](#) ppc 01Jan11]

The minimum rates of pay for junior employees are the undermentioned percentages of the rates prescribed for the appropriate adult classification for the work performed for the area in which such junior is working:

Year	2010	2011	2012	2013	2014
	% of appropriate adult rate				
17 years and under	60	62.5	65	67.5	70
18 years	70	72.5	75	77.5	80
19 years	85	87.5	90	90	90

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Year	2010	2011	2012	2013	2014
	% of appropriate adult rate				
20 years	95	95	95	100	100
21 years	100	100	100	100	100

(d) Apprentice wages [clause 17.4 in the award]

[B.3.1(c) renumbered as B.3.1(d) by [PR506095](#) ppc 01Jan11]

(i) Cooking apprenticeship

An employee apprenticed in the cooking trade will be paid the percentage of the [standard rate](#), as follows:

Year	2010	2011	2012	2013
	% of appropriate adult rate			
First year	55	55	55	55
Second year	65	65	65	65
Third year	77.5	80	80	80
Fourth year	87.5	90	92.5	95

(ii) Adult apprentices

Any apprentice cook who is 21 years of age or older will receive a minimum rate of pay equal to 95% of the rate for a Level 3 employee.

[B.3.1(d) renumbered as B.3.1(e) by [PR506095](#) ppc 01Jan11]

(e) Allowance for disabilities associated with performance of particular tasks or work in particular conditions or locations—broken periods of work [clause 18.3 in the award]

- (i)** Employees other than casuals who have a broken work day must receive an additional allowance for the spread of hours described in clause 26—Ordinary hours of work and rostering in the award, as follows:

	Rate per day
	% of standard weekly rate
Under 10 hours	Nil
10 hours and under 10.5 hours	0.21
10.5 hours and under 11.5 hours	0.41
11.5 hours or more	0.62

- (ii)** Provided that where any such broken work period extends into any period for which clause 29.4—Late and early work penalty of the award or clause B.3.1(f)—Overtime of this schedule applies, the penalties or allowances will not be cumulative, but the highest applicable penalty or allowance will apply.

(f) Overtime [clause 28 in the award]

[B.3.1(e) renumbered as B.3.1(f) by [PR506095](#) ppc 01Jan11]

- (i) All time worked in excess of the hours and/or outside the spread of hours or outside the rostered hours prescribed in this award will be overtime.
- (ii) The following overtime rates are payable to an employee, other than a casual employee, depending on the time at which the overtime is worked:
 - Monday to Friday: 150% their normal rate of pay for the first three hours of overtime, 200% for the rest of the overtime.
 - Between midnight Friday and midnight Saturday: 175% their normal rate of pay for the first three hours of overtime, 200% for the rest of the overtime.
 - Between midnight Saturday and midnight Sunday: 200%.
 - On a rostered day off falling Monday to Saturday: 150% for the first eight hours, 175% for the next three hours and 200% thereafter.
 - On a rostered day off falling on a Sunday: 200%

(g) Penalty rates [clause 29.1 in the award]

[B.3.1(f) renumbered as B.3.1(g) by [PR506095](#) ppc 01Jan11]

- (i) A full-time and part-time employee performing work on the following days will be paid the following percentage of the minimum wage rate in clause 17 for the relevant classification:

Monday to Friday	Saturday	Sunday	Public holiday
%	%	%	%
100	125	175	250

- (ii) **Rates of pay for casual employees**
 - Casual employees must be paid per hour at the rate of 1/38th of the weekly rate prescribed for the work performed plus 50 per cent.
 - Casual employees will not be entitled to any loadings for work performed between 7pm and 7am Monday to Friday, on Saturday or Sunday or for work performed on a public holiday or overtime.
 - The allowances contained within clause 18—Allowances of this award, will not be payable to casual employees.

(h) Other penalty rates [clause 29.2 in the award]

[B.3.1(g) renumbered as B.3.1(h) by [PR506095](#) ppc 01Jan11]

- (i) An employee (other than a casual employee) who is required to work any of their ordinary hours between the hours of 7pm and 7am, Monday to Friday inclusive, must be paid an additional amount of 0.25% of the

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[standard rate](#) per hour or part of an hour for such time worked within the said hours.

(ii) Provided that:

- in the case of any such employee (other than a casual employee) the minimum payment in respect of any one day will be 0.35% of the [standard rate](#);
- an employee (other than a casual employee) who is required to work their total ordinary hours between 7pm and 7am Monday to Friday inclusive will be paid 0.25% of the [standard rate](#) per hour, with a minimum payment in the case of a full-time employee only of 1.85% of the [standard rate](#) per day; and
- this clause will not apply to any of the holidays prescribed in the NES.

(i) **Classification Definitions—Food and beverage [Schedule C.2 in the award]**

[B.3.1(h) renumbered as B.3.1(i) by [PR506095](#) ppc 01Jan11]

(i) **Food and beverage attendant grade 1** means an employee who is engaged in any of the following:

- Picking up glasses
- Emptying ashtrays
- General assistance to food and beverage attendants of a higher grade not including service to customers
- Removing food plates
- Setting and/or wiping down tables
- Cleaning and tidying of associated areas.

(ii) **Food and beverage attendant grade 2** means an employee who has not achieved the appropriate level of training and who is engaged in any of the following:

- Supplying, dispensing or mixing of liquor including the sale of liquor from the bottle department
- Assisting in the cellar or bottle department
- Undertaking general waiting duties of both food and/or beverage including cleaning of tables
- Receipt of monies
- Attending a snack bar
- Engaged on delivery duties.

(iii) **Food and beverage attendant grade 3** means an employee who has the appropriate level of training and is engaged in any of the following:

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- Supplying, dispensing or mixing of liquor including the sale of liquor from the bottle department
- Assisting in the cellar or bottle department, where duties could include working up to four hours per day (averaged over the relevant work cycle) in the cellar without supervision
- Undertaking general waiting duties of food both and/or beverage including cleaning of tables
- Receipt and dispensing of monies
- Assembly and preparation of ingredients for cooking
- General pantry duties

In addition to the tasks performed by a food and beverage attendant grade 2 the employee is also involved in:

- The operation of a mechanical lifting device
- Operates a TAB or Lotteries Commission Terminal
- Holds an approval as a Gaming Machine Employee pursuant to the *Gaming Machines Act 1992* (SA)

and/or means an employee who is engaged in any of the following:

- Mixing a range of sophisticated drinks
- Supervising food and beverage attendants of a lower grade
- Taking reservations, greeting and seating guests
- Training food and beverage attendants of a lower level.

(iv) Food and beverage attendant (tradesperson) grade 4 means an employee who:

- Supervises food and beverage attendants of a lower level
- Has completed an apprenticeship in waiting or who has passed the appropriate trade test and carries out specialised skilled duties in a fine dining room or restaurant
- Full control of a cellar or liquor store (including the receipt, delivery and recording of goods within such an area
- Is a full-time or part-time employee who holds an approval as a Gaming Machine Manager pursuant to the *Gaming Machines Act 1992* (SA)
- Is a casual employee who holds an approval as a Gaming Machine Manager pursuant to the *Gaming Machines Act 1992* (SA) and undertakes the duties of a Gaming Machine Manager for any engagement.

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(v) Food and beverage supervisor level 5 means:

- An employee who has the appropriate level of training including a supervisory course and has the responsibility for supervision, training and coordination of Food and beverage staff, or stock control for a bar or series of bars
- Is an employee who holds an approval as a Responsible Person pursuant to the *Liquor Licensing Act 1997* (SA) and is appointed by the employer or Manager to act as a Responsible Person. Where a person has been approved as a Responsible Person, whether full-time, regular part-time or casual, and is performing the duties of a Responsible Person pursuant to a direction given by the employer or manager, they are to be paid at Level 5 for the time actually worked as a Responsible Person only.

Schedule C—Classification Definitions

[Varied by [PR991566](#), [PR992174](#), [PR998378](#), [PR542178](#)]

C.1 General definitions

C.1.1 Introductory level means the level of an employee who enters the industry and who has not demonstrated the competency requirements of Level 1. Such an employee will remain at this level for up to three months while the appropriate training for Level 1 is undertaken and assessment made to move from the introductory level to Level 1. At the end of three months from entry, an employee will move to Level 1 other than where agreement has been reached and recorded between the employee and the employer that further training of up to three months is required for the employee to achieve competence for movement to Level 1.

C.1.2 Management trainee means an employee appointed as such by the club's Board of Directors or Committee of Management or by a person, including the club manager, authorised to make such appointment and engaged in management training.

C.1.3 Appropriate level of training when used in this Schedule means that an employee:

- (a) has completed an appropriate training program that meets the training and assessment requirements of a qualification or one or more designated units of competency from a Training Package; and/or
- (b) has been assessed by a qualified skills assessor to have skills at least equivalent to those attained in an appropriate training course; and/or
- (c) at 31 December 2009, has been doing the work of a particular classification for a period of at least three months.

[Note substituted by [PR542178](#) ppc 04Dec13]

(Note: The minimum classification level for an employee who has completed AQF Certificate III qualifications relevant to the classification in which they are employed is the Level 4 rate prescribed in clause 17.2. Any dispute concerning an employee's entitlement to be paid at Level 4 may be referred to the Fair Work Commission for determination. The Fair Work Commission may require an employee to demonstrate to its satisfaction that the employee utilises skills and knowledge derived from Certificate III competencies, and that these are relevant to the work the employee is doing).

C.2 Food and beverage and gaming

[C.2 renamed by [PR998378](#) from 17Jun10]

C.2.1 Food and beverage attendant grade 1 means an employee who is engaged in any of the following:

- (a) picking up glasses;
- (b) emptying ashtrays;

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- (c) general assistance to food and beverage attendants of a higher grade not including service to customers;
- (d) removing food plates;
- (e) setting and/or wiping down tables;
- (f) cleaning and tidying of associated areas.

C.2.2 Food and beverage attendant grade 2 means an employee who has not achieved the appropriate level of training and who is engaged in any of the following:

- (a) supplying, dispensing or mixing of liquor including the sale of liquor from the bottle department;
- (b) assisting in the cellar or bottle department;
- (c) undertaking general waiting duties of both food and/or beverage including cleaning of tables;
- (d) receipt of monies;
- (e) attending a snack bar;
- (f) engaged on delivery duties.

[C.2.3 varied by [PR998378](#) from 17Jun10]

C.2.3 Food and beverage and gaming attendant grade 3 means an employee who has the appropriate level of training and is engaged in any of the following:

- (a) assisting in the cellar or bottle department, where duties could include working up to four hours per day (averaged over the relevant work cycle) in the cellar without supervision;
- (b) receipt and dispensing of monies;
- (c) the operation of a mechanical lifting device;
- (d) attending a wagering (e.g. TAB) terminal, electronic gaming terminal or similar terminal;
- (e) full control of a cellar or liquor store (including the receipt, delivery and recording of goods within such an area);
- (f) mixing a range of sophisticated drinks;
- (g) supervising food and beverage attendants of a lower grade;
- (h) training food and beverage attendants of a lower grade.

C.2.4 Food and beverage attendant (tradesperson) grade 4 means an employee who has completed an apprenticeship in waiting or who has passed the appropriate trade test and as such carries out specialised skilled duties in a fine dining room or restaurant.

[C.2.5 substituted by [PR998378](#) from 17Jun10]

C.2.5 Food and beverage and gaming attendant grade 5 means:

- (a) an employee responsible for locking and securing the Club premises; and/or
- (b) an employee responsible and accountable for the whole operation of a safe or counting room from which change is issued to bars and poker machine change areas, rather than the mere physical movement of monies only, and including the responsibility and accountability for the safe balance and for checking the balances reported by operators of tills, change cages, TABs, Keno operations, etc; and/or
- (c) an employee who has the appropriate level of training including a supervisory course and who has the responsibility for
 - (i) supervision, training and co-ordination of food and beverage and/or gaming staff; or
 - (ii) stock control for a bar or series of bars.

C.2.6 Liquor service employee means a person employed to sell or dispense liquor in bars and/or bottle departments or shops and includes a cellar employee.

C.3 Kitchen

C.3.1 Kitchen attendant grade 1 means an employee engaged in any of the following:

- (a) general cleaning duties within a kitchen or food preparation area and scullery, including the cleaning of cooking and general utensils used in a kitchen and restaurant;
- (b) assisting employees who are cooking;
- (c) assembly and preparation of ingredients for cooking; or
- (d) general pantry duties.

C.3.2 Kitchen attendant grade 2 means an employee who has the appropriate level of training and who is engaged in specialised non-cooking duties in a kitchen or food preparation area, or supervision of kitchen attendants.

C.3.3 Kitchen attendant grade 3 means an employee who has the appropriate level of training, including a supervisory course, and has the responsibility for the supervision, training and co-ordination of kitchen attendants of a lower grade.

C.3.4 Cook grade 1 means an employee who carries out cooking of breakfasts and snacks, baking, pastry cooking or butchering.

C.3.5 Cook grade 2 means an employee who has the appropriate level of training and who performs cooking duties including baking, pastry cooking or butchering.

C.3.6 Cook (tradesperson) grade 3 means a commi chef or equivalent who has completed an apprenticeship or who has passed the appropriate trade test, and who is engaged in cooking, baking, pastry cooking or butchering duties.

C.3.7 Cook (tradesperson) grade 4 means a demi chef or equivalent who has completed an apprenticeship or has passed the appropriate trade test and who is engaged to perform general or specialised cooking, butchering, baking or pastry cooking duties and/or supervises and trains other cooks and kitchen employees.

C.3.8 Cook (tradesperson) grade 5 means a chef de partie or equivalent who has completed an apprenticeship or has passed the appropriate trade test in cooking, butchering, baking or pastry cooking and has completed additional appropriate training and who performs any of the following:

- (a) general and specialised duties including supervision or training of other kitchen staff;
- (b) ordering and stock control; or
- (c) solely responsible for other cooks and other kitchen employees in a single kitchen establishment.

C.4 Guest service

[Varied by [PR998378](#)]

C.4.1 Guest service grade 1 means an employee who performs any of the following:

- (a) laundry and/or linen duties which may include minor repairs to linen or clothing such as buttons, zips, seams, and working with flat materials;
- (b) the collection and delivery of guests' personal dry cleaning and laundry, linen and associated materials to and from accommodation areas;
- (c) performs general cleaning duties; or
- (d) parking guest cars.

C.4.2 Guest service grade 2 means an employee who has the appropriate level of training and who is engaged in any of the following:

- (a) servicing accommodation areas and cleaning thereof;
- (b) receiving and assisting guests at the entrance to the establishment;
- (c) driving a passenger vehicle or courtesy bus;
- (d) transferring guests' baggage to and from rooms;
- (e) assisting in the dry cleaning process;
- (f) cleaning duties using specialised equipment and chemicals; or
- (g) providing butler services such as food, beverage and personalised guest service.

C.4.3 Guest service grade 3 means an employee who has the appropriate level of training and who is engaged in any of the following:

- (a) supervising guest service employees of a lower grade;

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- (b) providing butler services such as food, beverage and personalised guest service;
- (c) major repair of linen and/or clothing including basic tailoring and major alterations and refitting; or
- (d) dry cleaning.

C.4.4 Guest service grade 4 means an employee who has completed an apprenticeship or who has passed the appropriate trade test or otherwise has the appropriate level of training to perform the work of a tradesperson in dry cleaning, tailoring or as a butler.

C.4.5 Guest service supervisor means an employee who has the appropriate level of training including a supervisory course, who supervises, trains and co-ordinates the work of employees engaged in a housekeeping department.

C.4.6 Front office grade 1 means an employee who is engaged as an assistant in front office duties including night auditing, telephonist, receptionist, cashier, information services or reservations.

C.4.7 Front office grade 2 means an employee who has the appropriate level of training and is in the front office engaged in duties including telephonist, receptionist, cashier, information services or reservations.

C.4.8 Front office grade 3 means an employee who has the appropriate level of training and is in the front office engaged in duties including assisting in training and supervision of front office employees of a lower grade.

C.4.9 Front office supervisor means an employee who has the appropriate level of training including a supervisory course and who supervises, trains and co-ordinates the work of front office employees.

[C.4.10 inserted by [PR998378](#) from 17Jun10]

C.4.10 Child care worker grade 1 means an unqualified child care worker who is engaged in a role that requires some previous relevant experience or qualifications, detailed on-the-job training for the specific employers requirements and work under supervision.

[C.4.11 inserted by [PR998378](#) from 17Jun10]

C.4.11 Child care worker grade 2 means a child care worker who has completed as a minimum an AQF Certificate 3 or 4 in Children's Services (or equivalent).

[C.4.12 inserted by [PR998378](#) from 17Jun10]

C.4.12 Child care worker grade 3 means a child care worker who is engaged as a supervisor and who has completed as a minimum an AQF Diploma in Children's Services.

C.5 Administration

C.5.1 Clerical grade 1 means an employee who is required to perform basic clerical and routine office duties such as collating, filing, photocopying and delivering messages.

C.5.2 Clerical grade 2 means an employee who is engaged in general clerical or office duties, such as typing, filing, basic data entry and calculating functions.

C.5.3 Clerical grade 3 means an employee who has the appropriate level of training and who performs any of the following:

- (a) operates adding machines, switchboard, paging system, telex machine, typewriter or calculator;
- (b) uses knowledge of keyboard and function keys to enter and retrieve data through computer terminal;
- (c) copy types at 25 words per minute with 98% accuracy;
- (d) maintains mail register and records;
- (e) maintains established paper-based filing/records systems in accordance with set procedures including creating and indexing new files, distributing files within the organisation as requested, monitoring file locations;
- (f) transcribes information into records, completes forms, takes telephone messages;
- (g) acquires and applies a working knowledge of office or sectional operating procedures and requirements;
- (h) acquires and applies a working knowledge of the organisation's structure and personnel in order to deal with inquiries at first instance, locates appropriate staff in different sections, relays internal information, responds to or redirects inquiries, greets visitors;
- (i) keeps appropriate records;
- (j) sorts, processes and records original source financial documents (e.g. invoices, cheques, correspondence) on a daily basis; maintains and records petty cash; prepares bank deposits and withdrawals and does banking;

and who has the appropriate level of training and also performs any of the following:

- (k) operates computerised radio telephone equipment, micro/personal computer, printing devices attached to personal computers, dictaphone equipment, typewriters;
- (l) produces documents and correspondence using knowledge of standard formats, touch types at 40 words per minute with 98% accuracy, audio types;
- (m) uses one or more software application package(s) developed for a micro/personal computer to operate and populate a database, spreadsheet/worksheet to achieve a desired result; graph previously prepared spreadsheet; use simple menu utilities of personal computer;
- (n) follows standard procedures or templates for the preceding functions using existing models/fields of information and creates, maintains and generates simple reports;
- (o) uses a central computer resource to an equivalent standard;

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- (p) uses one or more software packages to create, format, edit, proofread, spell check, correct, print and save text documents, e.g. standard correspondence and business documents;
- (q) takes shorthand notes at 70 words per minute and transcribes with 95% accuracy;
- (r) arranges travel bookings and itineraries, makes appointments, screens telephone calls, follows visitor protocol procedures, establishes telephone contact on behalf of executive;
- (s) applies a working knowledge of the organisation's products/services, functions, locations and clients;
- (t) responds to and acts upon most internal/external inquiries in own function area;
- (u) uses and maintains a computer-based record management system to identify, access and extract information from internal sources; maintains circulation, indexing and filing systems for publications, reviews files, closes files, archives files;
- (v) maintains financial records and journals, collects and prepares time and wage records; prepares accounts queries from debtors; posts transactions to ledger.

C.5.4 Clerical supervisor means an employee who has the appropriate level of training including a supervisory course and who co-ordinates other clerical staff.

C.6 Security

C.6.1 Doorperson/security officer grade 1 means a person who assists in maintenance of dress standards and good order at an establishment.

C.6.2 Timekeeper/security officer grade 2 means a person who is responsible for timekeeping of staff, for the security of keys, for the checking in and out of delivery vehicles and/or for the supervision of doorperson/security officer grade 1 personnel.

C.7 Leisure activities

C.7.1 Leisure attendant grade 1 means a person who:

- (a) attends a shop associated with the club's activities, for example a golf pro shop owned and operated by the club; or
- (b) acts as an assistant instructor, pool attendant and/or can be responsible for the setting up, distribution and care of equipment, and the taking of bookings.

[C.7.2 varied by [PR998378](#) from 17Jun10]

C.7.2 Leisure attendant grade 2 means a person who has the appropriate level of training and takes classes and/or directs leisure activities such as sporting areas, health clubs and swimming pools. This classification includes an assistant bingo caller.

[C.7.3 varied by [PR998378](#) from 17Jun10]

C.7.3 Leisure attendant grade 3 means a person who has the appropriate level of training, and who plans and coordinates leisure activities for guests, and may supervise other leisure activities. This classification includes a bingo caller (being a person engaged

to present, host or comper the games of Bingo, Alphy and Housie, or games of a like nature.

C.7.4 (Casual) fitness instructor means an employee engaged in instructing people in either aqua aerobics, aerobics, pump, step aerobics, boxing circuits, circuits, walking, cardiac class, yoga or similar disciplines. An employee engaged as a fitness instructor will be engaged for a minimum shift of one hour.

C.8 Stores and other activities

C.8.1 Storeperson grade 1 means an employee who receives and stores general and perishable goods and cleans the store area.

C.8.2 Storeperson grade 2 means an employee who, in addition to the duties for a storeperson grade 1, may also operate mechanical lifting equipment such as a fork-lift and/or who may perform duties of a more complex nature.

C.8.3 Storeperson grade 3 means an employee who has the appropriate level of training and who:

- (a) implements quality control techniques and procedures;
- (b) understands and is responsible for a stores/warehouse area or a large section of such an area;
- (c) has a highly developed level of interpersonal and communications skills;
- (d) is able to supervise and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction;
- (e) exercises discretion within the scope of this grade; and who may exercise skills attained through the successful completion of an appropriate warehousing certificate; and may perform indicative tasks at this level such as:
 - (i) liaising with management, suppliers and customers with respect to stores operations;
 - (ii) detailing and co-ordinating activities of other storepersons and acting in a leading hand capacity for in excess of 10 storepersons;
- (f) maintaining control registers including inventory control and being responsible for preparation and reconciliation of regular reports or stock movements, dispatches, etc; and
- (g) supervises the receipt and delivery of goods, records, outgoing goods, responsible for the contents of a store.

C.9 Ground maintenance

C.9.1 Maintenance and horticultural employee level 1 means an employee primarily engaged in the following activities:

- (a) keeping areas clean and tidy;
- (b) weeding and watering;

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- (c) trimming, mowing of surrounds, etc., with hand implements;
- (d) assistance in preparing areas for play;
- (e) assistance in course or green maintenance and construction;
- (f) operation of a limited range of vehicles, including motor vehicles;
- (g) performs non-trade tasks incidental to the employee's work.

Employees of this level will normally have undergone structured training at the introductory level and are appropriately assessed during the first three months of work; provided that employees graded at level 1 will be promoted to level 2 not later than at the expiration of three months' service.

C.9.2 Maintenance and horticultural employee level 2 means an employee who has satisfactorily attained the appropriate level of training (at level 2) and is engaged in the following activities in addition to the work of level 1:

- (a) operation and minor maintenance of motorised equipment under supervision, other than machinery or equipment requiring the holding of specialised licences;
- (b) assistance in the maintenance, renovation and reconstruction of greens and fairways, and/or maintenance of playing surfaces, including mowing, rolling, top dressing, seeding, turfing and sprigging, fertilising under supervision, planting and maintenance of trees, pruning under supervision;
- (c) applies fertilisers, fungicides, herbicides and insecticides under general supervision;
- (d) gardening duties including the planting and trimming of trees, sowing, planting and cutting of grass, and the watering of plants, gardens, trees, lawns and displays;
- (e) performs routine maintenance of turf, synthetic, artificial and other play surfaces;
- (f) completion of basic records;
- (g) assistance in the construction and installation of facilities and systems;
- (h) performs tasks incidental to the employee's work.

C.9.3 Maintenance and horticultural employee level 3 (tradesperson) means an employee who has completed trade or equivalent qualifications and undertakes one or more of the following duties (including non-trade tasks incidental to the employee's work):

- (a) operates, maintains and adjusts turf machinery as appropriate;
- (b) cleans machinery and inspects machinery after each use, reporting any problems to a management employee;
- (c) applies fertilisers, fungicides, herbicides and insecticides as directed by a management employee;

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- (d) prepares turf, synthetic, artificial and other surfaces for play;
- (e) maintenance and repair of vehicles and/or motor engines;
- (f) repair and minor renovation work involving carpentry and/or painting and/or welding;
- (g) formation and maintenance of all gardens, lawns and greens;
- (h) the planting, maintenance and care of trees;
- (i) training and supervision of employees of a lower grade, including apprentices.

C.9.4 Maintenance and horticultural employee level 4 (tradesperson) means an employee who has satisfactorily attained the appropriate level of training at trade or the equivalent level, together with the additional requirements in supervision or other appropriate specialist modules. In addition to the duties of levels 1 to 3, the employee is also engaged in the following activities:

- (a) supervision and training of subordinate staff, including tradespersons;
- (b) presentation of written and or verbal reports including budgets,
- (c) general liaison with management;
- (d) activities requiring application of specialist skills.

C.9.5 Maintenance and horticultural management level 1 means an employee appointed to this level who reports directly to either the Committee of Management or Management employee level 2 as appropriate and undertakes three or more of the following duties:

- (a) responsible for supervision of all staff involved in daily course maintenance;
- (b) responsible for planning, scheduling and supervision of all aspects of turf maintenance;
- (c) supervises and participates in the operation and maintenance of pumps, irrigation equipment and drainage systems;
- (d) instructs operators in the safe and efficient operation of all equipment associated with turf maintenance;
- (e) supervises the majority of chemical and fertiliser applications and undertakes the appropriate training of operators in this field;
- (f) allocates specific daily duties having regard to the club's work program.

C.9.6 Maintenance and horticultural management level 2 means employee appointed to this level who reports directly to the Committee of Management and undertakes three or more of the following duties:

- (a) responsible for implementation of all major turf projects for the facility according to Course Architect's design;
- (b) responsible for the development of an annual work program for all outdoor staff that incorporates both further development and continued maintenance;

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- (c) responsible for supervision of all outdoor staff;
- (d) responsible for the operation and maintenance of all turf equipment;
- (e) responsible for all Occupational Health and Safety management in outdoor areas;
- (f) responsible for purchasing within the limits imposed by the club policy and the definition of the budget;
- (g) responsible for ensuring that all administrative systems are complied with by the staff under the employee's direction.

C.10 Miscellaneous

Handyperson means a person who is not a tradesperson and whose duties include the performance of routine repair work and maintenance in and about the employer's premises.

C.11 Club managers—duties and responsibilities

C.11.1 Administration

(a) Policy

- (i) The implementation of club policy as laid down by the Board of Directors;
- (ii) the implementation of Board of Directors' instructions;
- (iii) reporting to the Board of Directors, including a written report to the Board, on the running of the club since the last monthly report was written;
- (iv) recommending courses of action to the Board of Directors.

(b) Secretarial

- (i) Organisation and control of office staff activities;
- (ii) supervision of wages preparation, and verification, where necessary, of employee's entitlements;
- (iii) supervision of preparation of up-to-date membership lists and registers;
- (iv) preparation of statutory returns relating to:
 - poker machines;
 - financial performance;
 - taxation;
 - licensing requirements;
 - maintenance of proper records, including preparation of accurate minutes.

(c) Legal

Interpretation and application of the relevant Statutes and Acts of parliament and regulations made thereunder, in so far as each of these affects the club, including but not limited to the regulation of the following issues:

- (i) industrial relations;
- (ii) corporations and associations;
- (iii) taxation;
- (iv) trade practices;
- (v) liquor, gaming and food;
- (vi) workplace health and safety;
- (vii) discrimination;
- (viii) accommodation;
- (ix) security;
- (x) registered clubs.

(d) Accounting

- (i) Supervision of accounting procedures and, where appropriate, preparation of accounts, and accounting procedures and maintenance;
- (ii) preparation of annual accounts and annual reports;
- (iii) interpretation of financial results;
- (iv) preparation of budgets and treasury returns.

(e) Personnel/human resources

- (i) Establish procedures and policies in relation to matters pertaining to positive employment practices;
- (ii) delegation of authority and responsibility to staff;
- (iii) explanation to, and general supervision of duties of subordinate managerial staff members;
- (iv) the engagement of staff, except where the Board reserves the right to make the appointment, and the termination of staff in appropriate circumstances;
- (v) interpretation and application of the relevant Statutes and Acts of parliament and regulations made thereunder, in so far as each of these affects the club, including but not limited to the regulation of the following issues:
 - industrial relations;

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- income taxation;
- occupational superannuation;
- vocational education and training;
- affirmative action;
- discrimination;
- workplace health and safety;
- annual and long service leave;
- workers compensation;
- negotiations with staff and/or unions, and problem resolution;
- training and development of staff;
- staff motivation (otherwise than by overaward payments and/or conditions, without prior Board approval);
- maintenance of effective employer/employee relations.

(f) Bar operations

- (i)** Responsibility for supervision of activities of bar staff (in conjunction with the beverage manager, where applicable);
- (ii)** supervision of liquor purchasing;
- (iii)** supervision of stock control procedures;
- (iv)** supervision of security of bar areas;
- (v)** responsibility for security of cash takings;
- (vi)** general control of effective and economical staff rostering;
- (vii)** analysis and interpretation of bar trading results;
- (viii)** responsibility for hygiene in bar areas;
- (ix)** responsibility for standard of liquor service; and
- (x)** implementation of Responsible Service of Alcohol practices and procedures.

(g) Catering operations

- (i)** Responsibility for supervision of activities of catering staff (in conjunction with the catering manager, where applicable):
 - menu planning;
 - dish costing;
 - food preparation;

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- food service techniques;
 - billing procedures;
 - (ii) responsibility for supervision of food purchasing;
 - (iii) responsibility for supervision of stock control procedures;
 - (iv) responsibility for security of cash takings;
 - (v) general control of effective and economical staff rostering;
 - (vi) analysis and interpretation of food trading results;
 - (vii) responsibility for hygiene in food service areas; and
 - (viii) maintenance of up-to-date knowledge of new products, services and equipment.
- (h) Poker machine/gaming and wagering operations**
- (i) Responsibility for supervision of activities of poker machine staff (in conjunction with the gaming manager, where applicable);
 - (ii) maintaining up-to-date knowledge of models and their operations;
 - (iii) arranging for maintenance and repairs;
 - (iv) compilation of returns to statutory authorities;
 - (v) prevention of frauds;
 - (vi) responsibility for supervision of cash takings procedures;
 - (vii) analysis and interpretation of trading results;
 - (viii) responsibility for all other forms of gaming within the club, including but not limited to TAB facilities and Keno; and
 - (ix) implementation of practice and procedures for the Responsible Conduct of Gaming.
- (i) Premises operations**
- (i) Responsibility for supervision, upkeep and maintenance of club property buildings and capital equipment in all club areas (in conjunction with the maintenance manager, where applicable);
 - (ii) responsibility for supervising cleaning operations in all club areas;
 - (iii) responsibility for checking of need and arranging for maintenance and repairs;
 - (iv) responsibility for arranging for overall club major maintenance and repairs, in accordance with expressed policy of the Board;
 - (v) planning and co-ordinating of activities in connection with renovations or extensions, in accordance with expressed policy of the Board;

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- (vi) submission of samples and/or tenders for selection by the Board of furniture and fittings;
- (vii) responsibility for security for all stocks and monies in the club; and
- (viii) responsibility for security and safety of premises.

(j) Club promotion

- (i) Responsibility for supervision of activities of promotional staff (in conjunction with the marketing and promotions manager, where applicable);
- (ii) by personal conduct and bearing, the maintenance of good relations with members; exemplified by prompt:
 - handling of members' complaints;
 - dealing with intoxicated members and guests;
- (iii) social activities with members;
- (iv) production of members' newsletters and journals;
- (v) creation, production and implementation of strategic marketing plans.

(k) Club entertainment/function

- (i) Responsibility for club entertainment (in conjunction with entertainment manager, where applicable);
- (ii) determine programmes and schedules for functions/entertainment;
- (iii) engagement of artists, in accordance with Board policy; and
- (iv) arranging and publicising club entertainment and functions.

(l) Club sporting/greens and course operations

Responsibility for supervision upkeep and maintenance of club sporting facilities and capital equipment (in conjunction with the designated sports manager, greenkeeper or course superintendent where applicable).

(m) Club information and technology operations

Responsibility for supervision establishment, upkeep and maintenance of club information and technology systems and capital equipment including but not limited to, club website and computer hardware and software systems (in conjunction with the designated IT manager where applicable).

(n) Club commitment and involvement with sporting, charity, and community activities

- (i) Responsibility for club sporting activities:
 - liaison with club sports associations;

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- publicising club sporting activities;
 - provision of club sporting equipment and facilities, as approved by the Board, in response to requests by internal sports committees;
 - (ii) organisation, planning and promotion of club functions;
 - (iii) maintenance or establishment of club's community activities, in accordance with the expressed policy of the Board;
 - (iv) facilitating support to charities;
 - (v) establishing alternative areas of community involvement.
- (o) **Club external relations**
- (i) Maintenance or establishment of relations with organisations and Government departments;
 - (ii) employers' associations;
 - (iii) industrial unions;
 - (iv) liquor licensing division;
 - (v) treasury/gaming.

C.11.2 Classifications

Club managers will be classified as:

- Club manager of a club with a gross annual revenue of less than \$500,000 (level 6 in the classification structure in clause 17.2); or
- A manager level A to G, in respect of which the Management Committee of an employing club will establish an appropriate management classification level for management positions at their respective club. From the commencement date of this award and subject to this clause a management employee will be classified in accordance with the nature of the job being performed, into any of the following classification levels.

(a) **Level A manager**

- (i) Directly supervises the work of other employees and is supervised by more senior management;
- (ii) has completed the prescribed standard of training;
- (iii) indicative tasks of a level A manager include:
 - supervision of staff in one or more sections of the club, including allocation of duties, preparation of rosters, approval of overtime, employee counselling, discipline and performance appraisal;
 - plan and implement improved work procedures;

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- make recommendations to senior management or the Management Committee on staff including training requirements and staffing levels;
- decides in consultation with senior management or the Management Committee on the engagement, termination and promotion of non-managerial staff;
- trains non-managerial staff;
- supervises clerical work, maintains records including the use of computers;
- supervision of stock control and stocktaking;
- contributes ideas for long term planning, including the areas of new equipment, maintenance, human resources, marketing;
- checks and supervises quality of services, hygiene and safety arrangements;
- checks equipment and facilities for maintenance, replacement and upgrading;
- checks, organises and implements security procedures;
- places supply orders and authorises payments within set procedures.

(b) Level B manager

- (i)** Directly supervises the work of other employees and is supervised by more senior management;
- (ii)** has completed the prescribed standard of training; and
- (iii)** works at a level above and beyond the skills required of a level A manager;
- (iv)** Indicative tasks of a level B manager include duties of a lower level plus:
 - establishes stock control levels, checks accuracy of stocktaking, evaluates suppliers, negotiates pricing and/or terms;
 - sets quality standards for facilities, service, etc.;
 - more complex checking than for a level A manager, including the economical use of old plant and equipment or the need for new plant and equipment;
 - implements and checks emergency procedures;
 - organises training, evaluates training materials for non-managerial employees;
 - consults with union delegates, requiring an accurate knowledge of industrial awards;

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- collects statistics; analyses income; reads and understands computer system and user materials;
- authorises payments or expenditure according to club procedures;
- updates security procedures.

(c) Level C manager

- (i) Directly supervises the work of other employees which may include other managers and is supervised by more senior management;
- (ii) has completed the prescribed standard of training; and
- (iii) works at a level above and beyond the skills required of a level B manager.
- (iv) Indicative tasks of a level C manager include duties of a lower level plus:
 - supervision of other managerial employees, including discipline, analysis of training needs, allocation of duties, performance appraisal;
 - determines suitability of training courses and/or methods;
 - negotiates about industrial issues with union delegates and other employees;
 - designs information collection systems; consults with computer suppliers/advisers;
 - plans emergency procedures;
 - interprets and applies specific Board policy in the running of the club;
 - assesses tenders and quotations; inspects works done on property; liaises with outside businesses;
 - provides ideas for longer term financial planning;
 - analyses income and expenditure for a number of the club's operations; calculates costs and/or value of stock and sales;
 - investigates financial irregularities.

(d) Level D manager

- (i) Assumes a higher level of management responsibility than an level A, B or C manager; or
- (ii) where the manager is responsible for the general management of a club and may be supported by another manager. The manager's duties are clearly within the scope of this level;
- (iii) has completed the prescribed standard of training or has experience equivalent to the prescribed level of training; and
- (iv) works at a level above and beyond the skills of a level C manager.

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- (v) Indicative tasks of a level D manager include duties of a lower level plus:
- ensures legal requirements are met, prepares statutory returns, required to interpret relevant Acts and Statutes;
 - organises safety procedures, keeps abreast of developments in safety and is responsible for maintenance of safety equipment;
 - implements marketing programs and activities;
 - determines long-term planning priorities, including how and which information is to be collected; contributes ideas for long-term forward planning of property;
 - supervises financial reports and calculation of finances, establishes stocktaking procedures, is involved in the identification of financial risks and evaluation of financial options; may supervise preparation of wages; calculates costs of services;
 - evaluates computer hardware;
 - prepares agendas and proposals for consideration by the Board;
 - establishes procedures that apply to the whole club.

(e) **Level E manager**

- (i) Is a manager responsible for the general management of a club and is supported by another manager/managers; and whose duties are clearly within the scope of this level;
- (ii) has completed the prescribed standard of training; and
- (iii) works at a level above and beyond the skills of a level D manager.
- (iv) Indicative tasks of a Level E manager include duties of a lower level plus:
- consults/negotiates with employer and employee organisations about industrial problems, laws, regulations, etc.;
 - negotiates legal requirements;
 - prepares policy recommendations for the Board and assists the Board to decide policy; makes recommendations to the Board on management staffing matters;
 - prepares financial reports; co-ordinates annual reports;
 - establishes financial procedures including authorisation for routine or regular payments;
 - negotiates sales contracts/agreements;
 - prepares marketing/promotional materials;
 - evaluates computer software;

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- represents the club at speaking engagements, including annual meetings/club meetings.

(f) Level F manager

- (i) Is a manager responsible for the general management of a club and is supported by other managers; and whose duties are clearly within the scope of this level;
- (ii) has completed the prescribed standard of training; and
- (iii) works at a level above and beyond the skills of a level E manager.
- (iv) Indicative tasks of a level F manager include duties of a lower level plus:
 - defines industrial relations policy, negotiate about problems with Union officials and implement procedures for resolution;
 - designs staff appraisal systems;
 - liaises with media, government, chairs meetings of outside groups (e.g. community groups);
 - manages property maintenance and development contracts; negotiates with potential property developers.

(g) Level G manager

- (i) Is a manager responsible for the general management of a club and is supported by other managers; and whose duties are clearly within the scope of this level;
- (ii) has completed the prescribed standard of training; and
- (iii) works at a level above and beyond the skills of a level F manager.
- (iv) Indicative tasks of a level G manager include duties of a lower level plus:
 - the characteristics of the clubs in which managers at this level work require them to engage in more complex planning and design, and to have increased levels of accountability and responsibility.

(h) Prescribed level of training

For the purpose of this clause, **prescribed level of training** means:

- (i) Satisfactory completion of a training course in accordance with the guidelines listed in Appendix 1 to Schedule B; or
- (ii) That the employee's skills have been assessed to be at least the equivalent of those attained through the suitable course described in Appendix 1.

Appendix 1 to Schedule C

C1.1 The qualifications framework

The Qualifications Framework forms one of the components of the overall Hospitality Training Package for club employees and managers.

In simple terms, the Qualifications Framework:

- identifies the full range of national qualifications that are available in the hospitality industry;
- shows the titles for each of the qualifications; and
- sets down the skill requirements for each of the qualifications.

C1.2 The hospitality training package

C1.2.1 Competency standards

Competency standards define the skills and knowledge that people need to perform their jobs and the standard of performance that is required.

Competency standards can be used for:

- compiling job descriptions;
- organising work structures;
- recruitment determining training;
- developing training programs needs;
- appraisals and/or skills assessment.

C1.2.2 Assessment guidelines

Assessment guidelines describe the hospitality industry assessment system including the qualifications required by assessors and other quality assurance mechanisms.

The focus of assessment is on whether a person has the skills, not on how they acquired them. People undertaking training may be assessed on or off the job. In the workplace, people who already have the skills may also be assessed.

C1.2.3 Qualifications framework

When individuals have been assessed, whether in the workplace or as part of their training; they are able to receive formal recognition of their skills.

The Qualifications Framework defines all the different hospitality qualifications. There are six levels of qualification:

1. Certificate I; suitable for club operational level staff.
2. Certificate II; suitable for club operational level staff.

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3. Certificate III; suitable for club operational level staff.
4. Certificate IV; suitable for club managers Level A.
5. Diploma; suitable for club managers Level B.
6. Advanced Diploma; suitable for club managers Level C–E.

C1.2.4 How does it relate to the club management training system?

The *Registered and Licensed Clubs Award 2010* training requirements and the management traineeship are linked directly to the Australian Qualifications Framework.

C1.2.5 Looking at industrial requirements

Training requirement	Qualification
Level A manager	Certificate IV in SIT40307 (Club Supervision)
Level B manager	Diploma of Hospitality Management SIT50307 (Club Management)
Level C, D or E manager	Advanced Diploma of Hospitality Management SIT60307 (Club Management)

C1.2.6 Looking at traineeship guidelines

Management traineeship	Qualification
Stage 1	Certificate II in Hospitality SIT20207 (Club Operations)
Stage 2	Certificate III in Hospitality SIT30707 (Club Operations)
Stage 3	Certificate IV in SIT40307 (Club Supervision)
Stage 4	Diploma of Hospitality Management SIT50307 (Club Management)

C1.2.7 What training units should you do?

The *Registered and Licensed Clubs Award 2010* sets out seven levels of management from A to G that are classified according to duties and responsibilities. Each level has training requirements to assist the development of the required skills and knowledge to carry out the particular management role. This provides a clear career path to follow.

By comparing your existing skills and knowledge to each level you can determine which unit you need to complete to address any ‘skills’ gap and to move up the career ladder.

(d) Level A manager

Completion of all Certificate III in Hospitality SIT30707 (Club Operations) requirements, PLUS the Core units listed below, and the required Elective units (12) refer to the Elective List, satisfies the requirements for National Certificate IV in Hospitality SIT40307 (Club Supervision).

SITXCOM003A	Deal with conflict situations
SITXFIN003A	Interpret financial information

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SITXHRM005A	Lead and manage people
SITXINV001A	Receive and store stock
SITXINV002A	Control and order stock
SITXMGT001A	Monitor work operations
SITXOHS004A	Implement and monitor workplace health, safety and security practices

(e) Level B manager

Completion of all Certificate IV requirements, PLUS the Core units listed below, and the required Elective units (16) refer to the Elective List, satisfies the requirements for National Diploma of Hospitality Management SIT50307 (Club Management).

SITXCCS003A	Manage quality customer service
SITXFIN004A	Manage finances within a budget
SITXFIN005A	Prepare and monitor budgets
SITXGLC001A	Develop and update legal knowledge required for business compliance
SITXHRM003A	Roster staff
SITXHRM007A	Manage workplace diversity
SITXMGT001A	Develop and implement operational plans

(f) Level C manager

Competencies for Levels A and B plus:

SITHGAM001A	Analyse and report on gaming machine data
SITXHRM006A	Monitor staff performance
SITXHRM008A	Manage workplace relations
SITXPRM005A	Develop and manage marketing strategies

(g) Level D manager

Competencies for Levels A, B and C plus:

SITXFIN008A	Manage financial operations
SITXFIN007A	Manage physical assets
SITXGAM005A	Develop and manage gaming activities

(h) Level E manager

Competencies for Levels A, B, C and D plus:

SITXHRM002A	Recruit and select staff
SITXINV003A	Manage and purchase stock
SITXMGT004A	Develop and implement a business plan

Completion of all Diploma of Hospitality Management SIT50307 (Club Management) requirements, PLUS the Core units listed above Level C–Level E manager, and the required Elective units (18) refer to the Elective List, satisfies the requirements for National Advanced Diploma of Hospitality Management SIT60307 (Club Management).

(i) Level F manager

Competencies for Levels A, B, C, D, and E.

(j) Level G manager

The training requirements are as for a Level E manager and additionally where duties are clearly within the scope of this level.

C1.3 Elective units

Certificate level

Client and customer service

SITXCCS001A	Provide visitor information	I
SIRXCCS001A	Apply point-of-sale handling procedures	I
SITXCCS002A	Provide quality customer service	II
SITXCCS004A	Provide club reception services	II

Communication and team work

TDTE597B	Carry out basic workplace calculations	I
SITXCOM003A	Deal with conflict situations	III
SITXCOM004A	Communicate on the telephone	III
SITXCOM005A	Make presentations	III
SITXCOM006A	Address protocol requirements	III

Finance

SITXFIN001A	Process financial transactions	I
SITXFIN002A	Maintain financial records	II
SITXFIN003A	Interpret financial information	III

Food and beverage

SITHFAB001A	Clean and tidy bar areas	I
SITHFAB002A	Operate a bar	I
SITHFAB003A	Serve food and beverage to customers	I

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		Certificate level
SITHFAB005A	Provide table service of alcoholic beverages	I
SITHFAB009A	Provide responsible service of alcohol	I
SITHFAB010A	Prepare and serve non-alcoholic beverages	I
SITHFAB012A	Prepare and serve espresso coffee	I
SITHFAB004A	Provide food and beverage service	II
SITHFAB006A	Operate cellar systems	II
SITHFAB007A	Complete retail liquor sales	II
SITHFAB008A	Provide room service	II
SITHFAB011A	Develop and update food and beverage knowledge	II
SITHFAB013A	Provide specialist advice on food	III
SITHFAB014A	Provide specialist advice on wine	III
SITHFAB015A	Prepare and serve cocktails	III
SITHFAB016A	Plan and monitor espresso coffee service	III
SITHFAB017A	Provide gueridon service	III
SITHFAB018A	Provide silver service	III
FDFCDSEWB	Evaluate wines (standard)	III
FDFCDSSTTA	Conduct a standard product tasting	III
Food safety		
SITHFSA003A	Transport and store food in a safe and hygienic manner	II
SITHFSA001A	Implement food safety procedures	III
Inventory		
SITXINV001A	Receive and store stock	I
SITXINV002A	Control and order stock	III
Administration		
SITXADM001A	Perform office procedures	II
SITXADM002A	Source and present information	III
SITXADM003A	Write business documents	III
SITXADM004A	Plan and manage meetings	III
BSBEBUS401A	Conduct online research	III
Gaming		
SITHGAM001A	Attend gaming machines	II
SITHGAM002A	Operate a TAB outlet	II
SITHGAM003A	Conduct a Keno game	II

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		Certificate level
SITHGAM006A	Provide responsible gambling services	II
SITHGAM004A	Analyse and report on gaming machine data	III
Risk management and security		
PRSSO217A	Provide lost and found facility	II
Computer operations and ICT management		
BSBADM304A	Design and develop text documents	III
BSBADM305A	Create and use databases	III
BSBCMN108A	Develop keyboard skills	III
BSBCMN205A	Use business technology	III
BSBCMN213A	Produce simple word-processed documents	III
BSBCMN306A	Produce business documents	III
Environmental sustainability		
SITXENV001A	Participate in environmentally sustainable work practices	III
First aid		
HLTFA301B	Apply first aid	III

Schedule D—Supported Wage System

[Varied by [PR991566](#), [PR994478](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR542178](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#)]

D.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

D.2 In this schedule:

[D.2. varied by [PR568050](#) ppc 01Jul15]

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

D.3 Eligibility criteria

D.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

D.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

D.4 Supported wage rates

D.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause D.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

[D.4.2 varied by [PR994478](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#) ppc 01Jul18]

D.4.2 Provided that the minimum amount payable must be not less than \$86 per week.

D.4.3 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

D.5 Assessment of capacity

D.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

D.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

D.6 Lodgement of SWS wage assessment agreement

[D.6.1 varied by [PR542178](#) ppc 04Dec13]

D.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

[D.6.2 varied by [PR542178](#) ppc 04Dec13]

D.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair

Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

D.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

D.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

D.9 Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

D.10 Trial period

D.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

D.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

[D.10.3 varied by [PR994478](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#) ppc 01Jul18]

D.10.3 The minimum amount payable to the employee during the trial period must be no less than \$86 per week.

D.10.4 Work trials should include induction or training as appropriate to the job being trialled.

D.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D.5.

Schedule E—National Training Wage

[Sched E inserted by [PR994478](#) ppc 01Jan10; varied by [PR991566](#), [PR997952](#), [PR509089](#), [PR522920](#), [PR536723](#), [PR545787](#), [PR551646](#), [PR566733](#), [PR579828](#); deleted by [PR593841](#) ppc 01Jul17]

Schedule F—School-based Apprentices

[Varied by [PR991566](#), [PR544292](#)]

- F.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- F.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- F.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- F.4** For the purposes of clause F.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- F.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- F.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- F.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.

[F.8 substituted by [PR544292](#) ppc 01Jan14]

- F.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency based progression if provided for in this award.

[F.9 substituted by [PR544292](#) ppc 01Jan14]

- F.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency based progression (if provided for in this award). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.

[F.10 substituted by [PR544292](#) ppc 01Jan14]

- F.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- F.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

Schedule G—Part-day Public Holidays

[Sched G inserted by [PR532630](#) ppc 23Nov12; renamed and varied by [PR544519](#) ppc 21Nov13; renamed and varied by [PR557581](#), [PR573679](#), [PR580863](#), [PR598110](#), [PR701683](#) ppc 21Nov18]

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the NES.

G.1 Where a part-day public holiday is declared or prescribed between 7.00pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
- (e) Excluding annualised salaried employees to whom clause G.1(f) applies, where an employee works any hours between 7.00pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
- (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00pm and midnight.
- (g) An employee not rostered to work between 7.00pm and midnight, other than an employee who has exercised their right in accordance with clause G.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

This schedule is not intended to detract from or supplement the NES.

Schedule H—Agreement to Take Annual Leave in Advance

[Sched H inserted by [PR583066](#) ppc 29Jul16]

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: ____ hours/days

The leave in advance will commence on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

[If the employee is under 18 years of age - include:]

I agree that:

if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule I—Agreement to Cash Out Annual Leave

[Sched I inserted by [PR583066](#) ppc 29Jul16]

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:

The amount of leave to be cashed out is: ____ hours/days

The payment to be made to the employee for the leave is: \$_____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____