

**From:** Tim McDonald [mailto:TMcDonald@moray.com.au]  
**Sent:** Wednesday, 26 September 2018 5:06 PM  
**To:** AMOD; Chambers - Hatcher VP  
**Cc:** Peter Cooper; Zach Duncalfe; Vicki Crowe; Phillip Ryan; Greg Arnold; Stephen Bull; Natalie Dabarera  
**Subject:** RE: AM2017/39 - Registered and Licensed Clubs Award 2010 and the Hospitality Industry (General) Award 2010 [MA-S.FID431329]

Dear Associate,

Please see **attached** for filing, and by way of service, an outline of submissions in reply of CAI on the amended proposed merged award.

We note that United Voice correctly pointed out at paragraph 55 (a) and (b) of its submission that the following definitions were inadvertently omitted from the draft proposed merged Award:

*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.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.*

These definitions have been included in the **attached** updated amended proposed merged Award and we have deleted the definition of 'Food and Beverage supervisor' which has been subsumed into the definition of 'Food and beverage and gaming attendant grade 5'.

A marked-up and clean version of the draft award is attached.

Regards

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OUTLINE OF SUBMISSION IN REPLY OF CLUBS AUSTRALIA (INDUSTRIAL)  
ON AMENDED PROPOSED MERGED AWARD

1. By this outline Clubs Australia Industrial (“CAI”) responds to the submissions of United Voice dated 12 September 2018 (the “UV Submissions”) and the AWU dated 13 September 2018 (the “AWU Submissions”).
2. CAI appreciates that the Clubs Managers’ Association Australia (“CMAA”) and the Professional Golfers Association of Australia (“PGAA”) have filed further submissions (see submissions of CMAA dated 12 September 2018 and the submissions of the PGAA dated 11 September 2018) but those submissions maintain a general opposition to a merged award and do not address proposed changes to specific clauses in the amended proposed merged award filed 13 July 2018 (the “amended proposed merged award”).

**Governing Principle**

3. Contrary to the submissions of United Voice (see UV Submissions, par 13), section 164 of the *Fair Work Act 2009* (Cth) (the “FW Act”) does not impose a requirement, and does not establish a governing principle, that an employee be “no worse off” when an award is revoked:
  - (a) The text of section 164 does not mention the phrase “no worse off”.
  - (b) The heading to section 164 does not mention the phrase “no worse off”.
  - (c) The industrial relations legislation in Australia has traditionally used the phrase “no no disadvantage” where the test in a statutory provision is intended to be “no worse off” (or no disadvantage) (see, for example, the former section 170LT(2) of the *Workplace Relations Act 1996* (Cth) and section 139(1)(f)(iii) of the FW Act; see also section 318(3)(b), section 319(3)(b) and 320(4)(b) of the FW Act).
  - (d) The FW Act specifies in terms if a test is intended to be “better off” (or “better off overall”) (see section 186(2) of the FW Act).
  - (e) The extrinsic material does not mention the phrase “no worse off” (compare the Explanatory Memoranda (items 626 and 627 but also item 623) and the Second Reading Speech).

- (f) As a matter of definition, “appropriate” means suitable or fitting for a particular purpose (see Macquarie Dictionary, Third Edition (1997), p97, first meaning) and, as a matter of logic, a modern award is capable of being “appropriate” for employees even though a reduction in some entitlements occurs in comparison to an earlier or different modern award.
  - (g) CAI referred in its earlier submissions to a lack of disadvantage as demonstrating satisfaction of the “appropriate” test and not as defining or specifying the meaning of the “appropriate” test.
4. Contrary to the submissions of United Voice (see UV Submissions, par 14), section 164 does not require consultation by a party seeking a revocation of a modern award and section 164 does not specify (either expressly or impliedly) consultation as a relevant consideration.

### Primary Position

5. CAI maintains its application for the proposed changes under its primary position.
6. CAI accepts that one of the proposed changes (in clauses 25.1 of the amended proposed merged award) results in a slight disadvantage to some club employees but submits that such changes and such outcomes, in the context of assimilating varying award provisions in the Clubs Award and the Hospitality Award, nevertheless result in an “appropriate” award covering such employees for the purposes of section 164(b) of the FW Act.
7. Contrary to the submissions of United Voice (see UV Submissions, par 22), casual employees under the Clubs Award:
- (a) only have an entitlement to overtime payments conferred by clause 10.5(e) of the Clubs Award (and that entitlement is replicated in clauses 13.2 of the amended proposed merged award); and
  - (b) are not conferred with an entitlement to overtime payments by clause 28.3 of the Clubs Award (and noting that clause 28.3 is concerned with the amount of the overtime payment and not the conferral of the entitlement to overtime payment).
8. CAI maintains that the proposed changes to clause 21.3 of the amended proposed merged award are on balance a neutral outcome (as some club employees are better off and some club employees are worse off) (compare UV Submissions, par 26; AWU Submissions, par 36), that the extent of the disadvantage for the club employees worse off is minimal (see CAI Submissions, par 40) and that the governing principle relied upon by United Voice is misconceived (see paragraph **[3]** of this outline).
9. CAI maintains that the proposed deletions of clause 29.1(d)(iii) and clause 29.1(d)(iv) of the amended proposed merged award are appropriate as such clauses are unnecessary (see CAI Submissions, par 59(c) and par 59(d)).

10. CAI notes that United Voice does not oppose the proposed changes to clause 11, clause 12.5(b), clause 21.2(a), clause 28.2(b) and clause 29.2(a) of the amended proposed merged award (see UV Submissions, pars 18, 19, 24, 31).
11. CAI also notes that the AWU does not specifically raise any opposition to the proposed changes to clause 11, clause 12.5(b), clause 21.2(a), clause 28.2(b) and clause 29.2(a) of the amended proposed merged award (compare AWU Submissions, pars 34 to 42).

### **Alternative Position**

12. Subject to one matter, CAI maintains its application for the proposed changes under its alternative position.
13. The one matter concerns the decision of CAI to abandon the proposed cessation of clauses 31.9 and 31.10 on 1 January 2020 (and to instead allow those clauses to continue to operate after that date). (These clauses are club-specific provisions conferring benefits on club employees that, on reflection, could be retained as part of a merged award.)
14. CAI accepts that some of the proposed changes under the alternative position (such as to junior rates for club employees aged 16 years or under (see clause 20.5(c) of the amended proposed merged award) and to unpaid meal breaks between the fifth and sixth hours of work (see clause 31.7 of the amended proposed merged award)) result in slight disadvantages to some club employees but submits that such changes and such outcomes, in the context of assimilating varying award provisions in the Clubs Award and the Hospitality Award, nevertheless result in an “appropriate” award covering such employees for the purposes of section 164(b) of the FW Act.
15. CAI submits that, given the nature of a club (including the service of alcohol and the provision of gaming) and the existence of legislation that proscribes persons under 18 years participating in such activities, there are minimal junior employees aged 16 years or under that are employed in clubs.
16. CAI also submits that, whilst there is the removal of some limits on hours in clause 29.1 of the amended proposed merged award, some employees may regard the removal as being beneficial as the removal will enable them to work slightly longer shifts to suit their personal circumstances but still obtain the protection from the prohibition on working excessive hours.
17. CAI notes that United Voice does not oppose the proposed changes to clause 31.8 of the amended proposed merged award (see UV Submissions, par 50).

### **Other Matters**

18. Contrary to the submissions of United Voice (see UV Submissions, par 53), clause 38 of the amended proposed merged award does not create a disadvantage for club employees:
  - (a) At common law, a club employee is (as an incident of the implied duty to use reasonable care and skill) liable to a club employer for breakages and cash underings

in all circumstances, including for wilful misconduct and negligence (see, for example, on the implied duty *Lister v Romford Ice Cold and Storage* [1957] AC 555; *Kashemije Stud Pty Limited v Hawkes* [1978] 1 NSWLR 143 at 145C, 146A, 147C per Ash J).

- (b) Under the Clubs Award, there is no specific clause concerning breakages and cash underings (with the result that the common law position applies).
  - (c) Under clause 38 of the amended proposed merged award, a club employee will only be liable for breakages and cash underings in circumstances of wilful misconduct (and not in circumstances of negligence).
19. CAI accepts that the definitions of two classifications were (inadvertently) excluded from the classification structure and notes that it intends for such classifications to appear in the final version of the merged award.

#### **Statement**

20. Contrary to the submissions of United Voice (see UV Submissions, par 63), CAI denies that there is no evidence or submissions directed at public holidays rates. CAI has throughout these proceedings led evidence, and put submissions, that the disutility of club employees working on public holidays is the same as the disutility of hospitality workers working on public holidays such that there is no justification for differential rates of pay for both sets of workers for working on those days (see, for example, CAI Submissions dated 26 October 2017, pars 18, 25; CAI Submissions dated 14 December 2017, pars 15(h), 20, 28; CAI Submissions ion Reply, pars 6(c), 9(a), 15).
21. Contrary to the submissions of United Voice (see UV Submission, par 66), it is open to CAI submit that, on the evidence, there is no basis to suggest that a career path and a career structure are important for managers in the hospitality industry – there is no evidence led from such managers or relating to such managers.

**H J Dixon SC**

**A B Gotting**

Counsel for CAI

26 September 2018

# Hospitality Industry (General) Award 2010

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## Part 1—Application and Operation

### 1. Title

This award is the *Hospitality Industry (General) Award 2010*.

### 2. Commencement and transitional

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, Schedule B and Schedule C. The arrangements in Schedule A, Schedule B and Schedule C 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 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 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.

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

3.1 In this award, unless the contrary intention appears:

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

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

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

**appropriate level of training** 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) as at 30 June 2010, has been doing the work of a particular classification for a period of at least three months.

(Note 1: Any dispute concerning (c) above 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, and that these are relevant to the work the employee is doing.)

(Note 2: The minimum classification level for an employee who has completed AQF Certificate III qualifications relevant to the classification in which they are employed and who utilises skills and knowledge derived from Certificate III competencies relevant to the work undertaken is the Level 4 rate prescribed in clause 20.1. 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.)

**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)

**casino** means a gaming establishment holding a casino license under relevant State or Territory legislation

**catering by a restaurant business** means the provision by a restaurant of catering services for any social or business function where such services are incidental to the major business of the restaurant

**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.44D.3 of Schedule CD—Classification Definitions.

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

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

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

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

**employee** means national system employee within the meaning of the Act

**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)

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

**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

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

**Managerial Staff (Hotels)** means an employee within the Managerial Staff (Hotels) classification level as defined in Schedule D

**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)

**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

**ordinary hourly rate** means the employee's applicable minimum hourly wage rate in clause 20.1

**relevant apprenticeship legislation** means any awards and/or regulations made by any State Apprenticeship Authority

**resort** means an establishment providing hotel services, accommodation, food and beverages with access to recreation facilities for guests, and includes an offshore island resort

**restaurant** means a restaurant, reception centre, night club, licensed cafe and licensed roadhouse and includes any tea room or cafe

**rostered day off (RDO)** 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

**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 hourly rate** means the minimum hourly wage for a level 4 classification (Cook (tradesperson) grade 3) clause 20.1

**standard weekly rate** means the minimum weekly wage for a level 4 rate (Cook (tradesperson) grade 3) in clause 20.1

**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

- 4.1 This industry award covers employers throughout Australia in the hospitality industry, and all or any work in or in connection with or for a club and their employees in the classifications within Schedule D—Classification Definitions to the exclusion of any other modern award.

- 4.2 ~~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;
- (g) ~~4.3 This award does not apply to employees of employers who are covered by the following awards:~~
  - ~~*Hospitality Industry (General) Award 2010;*~~
  - *Cleaning Services Award 2010;*
  - *Racing Industry Ground Maintenance Award 2010; or*
  - *Security Services Industry Award 2010.*

**4.3** The award does not cover employers in the following industries:

- (a) ~~clubs registered or recognised under State or Territory legislation;~~
- (b) boarding schools;
- (c) residential colleges;
- (d) hospitals;
- (e) orphanages;
- (f) any council, county council, municipal council, shire, shire council or local government body as defined by the Local Government Act 1993 (NSW); the Local Government Act 1989 (Vic); the Local Government Act 1993 (Qld); the City of Brisbane Act 1924 (Qld), the Local Government Act 1995 (WA); the Local Government Act 1999 (SA); the Local Government Act 1993 (Tas); and the Local Government Act 2008 (NT);
- (g) catering by a restaurant business;
- (h) theme parks;
- (i) in-flight catering for airlines;
- (j) restaurants covered by the Fast Food Industry Award 2010, ~~the Registered and Licensed Clubs Award 2010~~ or the Restaurant Industry Award 2010;
- (k) contract cleaning undertaken by companies not operating exclusively in the hospitality industry;
- (l) catering services provided by aged care employers (except where these services are provided by a hospitality industry employer for or within an aged care facility);
- (m) contract security, contract gardening or contract maintenance provided by an external provider, whose primary business falls outside the hospitality operation; and
- (n) businesses primarily concerned with the sale of petroleum or mixed functions involving the sale of petroleum.

**4.4** For the purpose of clause 4.1, **hospitality industry** includes hotels; motor inns and motels; boarding establishments; condominiums and establishments of a like nature;

health or recreational farms; private hotels, guest houses, serviced apartments; caravan parks; ski lodges; holiday flats or units, ranches or farms; hostels, or any other type of residential or tourist accommodation; wine saloons, wine bars or taverns; liquor booths; resorts; caterers; restaurants operated in or in connection with premises owned or operated by employers otherwise covered by this award; casinos; and function areas and convention or like facilities operating in association with the aforementioned.

- 4.5** The award does not cover an employee excluded from award coverage by the Act.
- 4.6** 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.
- 4.7** 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.
- 4.8** 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.
- 4.9** 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.
- 4.10** 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 combine to contain the minimum conditions of employment for employees covered by this award.

## **7. Award flexibility**

- 7.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
- (a) arrangements for when work is performed;
  - (b) overtime rates;
  - (c) penalty rates;
  - (d) allowances; and
  - (e) leave loading.
- 7.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.
- 7.3** The agreement between the employer and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
  - (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.
- 7.4** The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - (b) state each term of this award that the employer and the individual employee have agreed to vary;
  - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
  - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
  - (e) state the date the agreement commences to operate.
- 7.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.6** Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 7.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the

employer must take measures, including translation into an appropriate language, to ensure that the employee understands the proposal.

**7.8** The agreement may be terminated:

- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the employer and the individual employee.

Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the *Fair Work Act 2009* (Cth)).

**7.9** The notice provisions in clause 7.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 7.8(a), subject to four weeks' notice of termination.

**7.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

## **Part 2—Consultation and Dispute Resolution**

### **8. Consultation**

#### **8.1 Consultation regarding major workplace change**

**(a) Employer to notify**

- (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (ii) Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

**(b) Employer to discuss change**

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in

clause 8.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

- (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1(a).
- (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

## **8.2 Consultation about changes to rosters or hours of work**

- (a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The employer must:
  - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
  - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

## **9. Dispute resolution**

- 9.1** In the event of a dispute in relation to a matter about this award, or in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

- 9.2** If a dispute in relation to a matter arising under this award or the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 9.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 9.4** Where the matter in dispute remains unresolved the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 9.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 9.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

## **Part 3—Types of Employment and Termination of Employment**

### **10. Types of employment**

**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.

### **11. Full-time employment**

A full-time employee is an employee who is engaged to work an average of 38 ordinary hours per week.

### **12. Part-time employment**

**12.1** An employer may employ part-time employees in any classification in this award.

**12.2** A part-time employee is an employee who is employed in a classification in **Schedule D – Classification Definitions** and who:

- (a) 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;
- (b) has reasonably predictable hours of work; and

- (c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- 12.3** At the time of engagement the employer and the part-time employee will agree in writing upon:
- (a) 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
  - (b) the days of the week, and the periods in each of those days, when the employee will available to work the guaranteed hours (the employee's availability).
- 12.4** Any change to the guaranteed hours may only occur with the written consent of the part-time employee.
- 12.5** The employer may roster the working of the employee's guaranteed hours and any additional hours in accordance with clause 29.2 – Part-time employees and clause 30 – Rostering, provided that:
- (a) the employee may not be rostered for work for any hours outside the employee's availability;
  - (b) the employee must have two days off each week.
- 12.6** 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 will 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.
- 12.7** 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 12.4, 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 12.3(a).
- 12.8** All time worked in excess of:
- (a) 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
  - (b) the maximum hours limitations specified in clause 29.2; or
  - (c) the employee's rostered hours
- will be overtime and paid for at the rates prescribed in clause 33.3—Overtime rates.
- 12.9** 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 13.

- 12.10** 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.
- 12.11** 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 12.3.

### **13. Casual employment**

- 13.1** A casual employee is an employee engaged as such and must be paid a casual loading of 25% as provided for in this award. The casual loading is paid as compensation for annual leave, personal/carer's leave, notice of termination, redundancy benefits and the other entitlements of full-time or part-time employment. ~~10.5(b)~~ The late and early work penalty prescribed in clause 29.4 for work between Monday to Friday also applies to casual employees.

- 13.2** A casual employee may be engaged to work:

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

~~10.5(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.

- 13.3** On each occasion a casual employee is required to attend work they are entitled to a minimum payment for two hours' work.
- 13.4** If time worked in excess of the hours prescribed in clause 13.2 will be overtime and paid for at the rates prescribed in **clause 33.3—Overtime rates**.
- 13.5** A casual employee must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.

### **13.6 Conversion to full-time or 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 elect (subject to the provisions of this clause) to have their 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 elect to have their employment converted to full-time employment.
- (e) An employee who has worked at the rate of an average of less than 38 hours a week in the period of 12 months casual employment may elect to have their employment converted to part-time employment.
- (f) Where a casual employee seeks to convert to full-time or part-time employment, the employer may consent to or refuse the election, but only on reasonable grounds. In considering a request, the employer may have regard to any of the following factors:
- the size and needs of the workplace or enterprise;
  - the nature of the work the employee has been doing;
  - the qualifications, skills, and training of the employee;
  - the trading patterns of the workplace or enterprise (including cyclical and seasonal trading demand factors);
  - the employee's personal circumstances, including any family responsibilities; and
  - any other relevant matter.
- (g) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and agree upon:
- the form of employment to which the employee will convert—that is, full-time or part-time employment; and
  - if it is agreed that the employee will become a part-time employee, the matters referred to in clause 12—Part-time employment.
- (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.

## **14. Apprentices**

- 14.1** Apprentices will be engaged in accordance with relevant apprenticeship legislation and be paid in accordance with clause 20.4.
- 14.2** An apprentice under the age of 18 years must not, without their consent, be required to work overtime or shift work.
- 14.3** 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.
- 14.4** Except as provided in this clause or where otherwise stated, all conditions of employment specified in this award apply to apprentices.
- 14.5** 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.
- 14.6** For the purposes of clause 14.5, 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.
- 14.7** The amount payable by an employer under clause 14.5 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.
- 14.8** 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 within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- 14.9** An employer may meet its obligations under clause 14.8 by paying any fees and/or cost of textbooks directly to the RTO.
- 14.10** 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.

**14.11** 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 G – School-based Apprenticeship.

## **15. Junior employees**

**15.1** Junior employees will be paid in accordance with clause 20.5. Where the law permits, junior employees may be employed as liquor service employees (being persons employed to sell or dispense liquor in bars and/or bottle departments or shops, as well as cellar employees or other places where liquor is sold) and must be paid at the adult rate of pay in clause 20.1 for the classification for the work being performed.

**15.2** 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.

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

## **16. Termination of employment**

**16.1** Notice of termination is provided for in the NES.

### **16.2 Notice of termination by an employee**

(a) The notice of termination required to be given by an employee is the same as that required of an employer, except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination, under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause, less any period of notice actually given by the employee.

(b) If an employee gives notice of termination in accordance with clause 16.1(a), the employer may, at its discretion, elect to make a payment in lieu of the employee working for all or part of the notice period. The payment must be equivalent to the amount the employer would have been otherwise required to make pursuant to s.117 of the Act had the employer terminated the employee's employment.

### **16.3 Job search entitlement**

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

## **17. Redundancy**

**17.1** Redundancy pay is provided for in the NES.

## **17.2 Transfer to lower paid duties**

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

## **17.3 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee will be entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but will not be entitled to payment instead of notice.

## **17.4 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee will, at the request of the employer, be required to produce proof of attendance at an interview or they will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) This entitlement applies instead of clause 16.3.

## **17.5 Transitional provisions – NAPSA employees**

## **17.6 Transitional provisions – Division 2B State employees**

# **Part 4—Classifications and Minimum Wage Rates**

## **18. 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 D—Classification Definitions, ~~45~~ provided that outdoor club 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.

## **19. Classifications**

The definitions of the classification levels in clause 20—Minimum wages are contained in Schedule D—Classification Definitions.

## 20. Minimum wages

### 20.1 General

An adult employee within a level specified in the following table (other than an apprentice) will be paid not less than the rate per week assigned to the classification, as defined in Schedule D—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 for a fork-lift driver set out in clause 21.2(a)—~~17.4~~ and, for club employees, the additional allowance (where applicable) for first aid set out in clause ~~18.2~~21.2(b).

Level	Classification	Minimum weekly wage \$	Minimum hourly wage \$
Introductory		719.20	18.93
Level 1	Food and beverage attendant grade 1 Guest service grade 1 Kitchen attendant grade 1	739.90	19.47
Level 2	<del>Child care worker grade 1 (clubs)</del> Clerical grade 1 Cook grade 1 Door person/security officer grade 1 Food and beverage attendant grade 2 Front office grade 1 Guest service grade 2 Kitchen attendant grade 2 Leisure attendant grade 1 <del>Maintenance and horticultural employee level grade 1</del> <del>Gardener grade 1</del> Storeperson grade 1	768.30	20.22
Level 3	Clerical grade 2 Cook grade 2 Food and beverage attendant grade 3 Fork-lift driver Front office grade 2 Guest service grade 3 Handyperson Kitchen attendant grade 3 Leisure attendant grade 2	794.70	20.91

Level	Classification	Minimum weekly wage	Minimum hourly wage
		\$	\$
	Maintenance and horticultural employee level grade 2		
	<del>Gardener grade 2</del>		
	Storeperson grade 2		
	Timekeeper/security officer grade 2		
Level 4	Clerical grade 3	837.40	22.04
	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 employee level grade 3 (tradesperson)		
	<del>Gardener grade 3 (tradesperson)</del>		
	Storeperson grade 3		
Level 5	Child care worker grade 2 (clubs)	889.90	23.42
	Clerical supervisor		
	Cook (tradesperson) grade 4		
	Food and beverage supervisor and gaming attendant grade 5		
	Front office supervisor		
	Guest service supervisor		
	Maintenance and horticultural employee level grade 4		
	<del>Gardener grade 4 (tradesperson)</del>		
Level 6	Cook (tradesperson) grade 5	913.70	24.04
	Club manager of a club with a gross annual revenue of less than \$500,000		
	Child care worker grade 3 (clubs)		
Level 7	Level A manager (clubs)	936.70	24.65
Level 8	Level B manager (clubs)	976.30	25.69

<b>Level</b>	<b>Classification</b>	<b>Minimum weekly wage</b>	<b>Minimum hourly wage</b>
		<b>\$</b>	<b>\$</b>
	Maintenance and horticultural management level 1 (clubs)		
Level 9	Level C manager (clubs)	989.30	26.03
Level 10	Level D manager (clubs)	1025.60	26.99
Level 11	Level E manager (clubs)	1063.00	27.97
	Maintenance and horticultural management level 2 (clubs)		
Level 12	Level F manager (clubs)	1130.30	29.74
Level 13	Level G manager (clubs)	1152.40	30.33

**20.2 Managerial staff (Hotels)**

The minimum annual salary payable to employees within the Managerial Staff (Hotels) classification level within Schedule D, will be \$47,597 per annum.

**20.3 Casino gaming classifications**

An adult employee of a classification specified in the table hereunder must be paid not less than the rate per week assigned to the classification, as defined in the Casino Gaming Stream within Schedule D—Classification Definitions, for the work on which the employee is engaged:

<b>Level</b>	<b>Classification</b>	<b>Minimum weekly rate</b>
		<b>\$</b>
	Introductory	739.90
Level 1	Casino electronic gaming employee grade 1	784.70
Level 2	Casino electronic gaming employee grade 2	811.10
	Casino equipment technician grade 1	
	Casino table gaming employee grade 1	
	Customer liaison officer	
	Gaming finance employee grade 1	
Level 3	Casino equipment technician grade 2	837.40
	Gaming finance employee grade 2	
	Security officer grade 1	
Level 3A	Casino table gaming employee grade 2	876.70
Level 4	Casino equipment technician grade 3	889.90

	Gaming finance employee grade 3	
	Security officer grade 2	
Level 5	Casino table gaming employee grade 3	916.40
	Gaming finance employee grade 4	
Level 6	Casino table gaming employee grade 4	942.70
	Gaming finance employee grade 5	
	Surveillance operator	

## 20.4 Apprentice wages

### (a) **Cooking and maintenance and horticultural apprenticeship**

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

First six months	70%
Second six months	85%
Third six months	Midway between the total rate prescribed for food and beverage attendant grade 2 (waiter) in clause 20.1 and the <a href="#">standard weekly rate</a> ; and
Fourth six months	Midway between the total rate prescribed for third six months, above, and the <a href="#">standard weekly rate</a> .

### (c) **Proficiency payments—cooking trade**

#### (i) **Application**

Proficiency pay as set out in clause 20.4(c)(ii) will apply to apprentices who have successfully completed their schooling in a given year.

(ii) **Payments**

Apprentices must receive the [standard weekly 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:

(1) one occasion only:

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

(2) on two occasions:

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

(3) on all three occasions:

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

(d) **Proficiency payments—waiting trade**

(i) **Application**

Proficiency pay as set out in clause A.1.1(a)(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 weekly rate](#) during the latter half of the second year of apprenticeship.

(e) **Adult apprentices**

(i) The minimum rate for 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 minimum wage for Level 4 in clause 20.1, or the rate prescribed by clause 20.4(a) or 20.4(b) for the relevant year of the apprenticeship, whichever is the greater.

(ii) The minimum rate for 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 clause 20.1, or the rate prescribed by clause 20.4(a) or 20.4(b) for the relevant year of the apprenticeship, 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 must continue to receive the minimum wage that applies to the classification specified in clause 20.1 or 20.3 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

## 20.5 Juniors

### (a) Junior employees (other than office juniors **not in clubs**)

The minimum rates of wages 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:

Age	% of adult rate
16 years and under	50
17 years	60
18 years	70
19 years	85
20 years	100

### (b) Junior office employees (**other than clubs**)

The minimum rates of wages for junior office employees are the undermentioned percentages of rates prescribed for the grade in which they are working:

Age	% of adult rate
Under 16 years	45
16 years	55
17 years	65
18 years	75
19 years	90
20 years	100

### (c) **17.5 Junior Employees (clubs)**

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	% of adult rate
17 years of age and under	60

Age	% of adult rate
18 years of age	70
19 years of age	85
20 years of age	100

**20.6 ~~17.6~~ Casual fitness instructors**

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

NOTE: The hourly rate specified in this clause is inclusive of the 25% casual loading in clause 13.

**20.7 ~~17.9~~ Management trainees**

- (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.
- (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.

**21. Allowances**

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

**21.1 Expenses incurred in the course of employment**

- (a) **Meal allowance**

**Employees (other than Club managers)**

- (i) 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.

- (ii) 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, they must be paid as prescribed above for the meal which they have provided but which is surplus.

#### **18.1(iii) Club managers**

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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. ~~18.1(b)(i)~~ 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, ~~18.1(b)(ii)~~ safety footwear (clubs only) 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 paid for 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, hose 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 paid for 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 21.1(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 paid for by the employer.

(c) **18.1(e) 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 21.1~~18.1~~(c)(iii) will not apply.

(d) **Uniform/laundry allowance—catering employees, including airport catering employees**

Where a catering employer requires any employee to wear any special uniform, dress or 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 paid for by the employer. Unless such uniform, dress or clothing is laundered by the employer, the employee will be paid a laundry allowance of \$6.00 per week; and in the case of regular part-time employees and casual employees, \$2.05 for each uniform laundered.

For the purposes of this clause, black and white attire (not being dinner suit or evening dress), shoes, hose and/or socks are not special clothing.

(e) **Laundry allowance—motel employees**

Where any employee is required to wear a special uniform such uniform must be provided and laundered by the employer free of cost to the employee or if mutually agreed that the employee will launder such uniform the employer must pay the employee an allowance of \$2.40 per uniform laundered with a maximum of \$7.45 per week.

(f) **Vehicle allowance**

Employees defined as Managerial Staff (Hotels) and club employees who are 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 for 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.

(g) **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.

(h) **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.

(i) **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. In these circumstances 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. However, 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.

(j) **Travel allowance—airport catering employees**

All employees engaged by airport catering employers must be paid a travelling allowance of \$6.68 for each day the employee attends work.

(k) **18.1(i) Expenses—club managers**

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.

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.

(l) **18.1(j) Maintenance and horticultural employees training allowance**

Maintenance and horticultural employees of clubs 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.

(m) **Adjustment of expense related allowances**

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.

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:

<b>Allowance</b>	<b>Applicable Consumer Price Index Figure</b>
Meal allowance	Take away and fast foods sub-group
Clothing, equipment and tools allowance	Clothing and footwear group
Vehicle/travel allowance	Private motoring sub-group

**21.2 Allowances for responsibilities or skills that are not taken into account in rates of pay**

(a) **Fork-lift driver (~~other than in clubs~~)**

In addition to the wage rates set out in clause 20.1, a fork-lift driver, ~~other than in a club~~, must be paid an additional allowance, per week, equal to 1.5% of the standard weekly rate for all purposes. A part-time or casual fork-lift driver must be paid an additional allowance, per day, equal to 0.3% of the standard weekly rate, to a maximum of 1.5% of the standard weekly rate per week.

(b) **First aid allowance**

A full-time 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 must be paid an additional allowance, per week, equal to 1.2% of the standard weekly rate if they are appointed by the employer to perform first aid duty.

A part-time or casual employee so appointed must be paid an additional allowance, per day, equal to 0.24% of the standard weekly rate, to a maximum of 1.2% of the standard weekly rate per week.

(c) **Airport catering**

The following supervisory allowances are payable for employees of airport catering employers, and are to be treated as part of the wage rate for all award payment calculations:

<b>Supervisory allowance</b>	<b>% of the <u>standard rate</u> per week</b>
A person required to supervise:	
up to 5 employees	2.00
6 to 10 employees	2.75
11 to 20 employees	3.10
more than 20 employees	5.20

**21.3 Allowance for disabilities associated with the performance of particular tasks or work in particular conditions or locations**

(a) **Broken periods of work**

Employees other than casuals who have a broken work day must receive an additional allowance as follows:

- where the time between periods of work is two hours and up to three hours—an allowance per day equal to 0.33% of the standard weekly rate; or
- where the time between periods of work is more than three hours—an allowance per day equal to 0.5% of the standard weekly rate.

(b) **Overnight stay allowance**

Where an employee is requested to stay on the employer's premises for the purpose of providing prompt assistance to guests outside of ordinary business operating hours, the following arrangements will apply:

- (i) The employee will be paid an amount equal to 6% of the standard weekly rate per overnight stay period;
- (ii) This payment will be deemed to provide compensation for the overnight stay and also includes compensation for all work necessarily undertaken by an employee up to an hour's duration;
- (iii) Any work necessarily performed during an overnight stay period by an employee in excess of a total of one hour's duration must be paid for at the rate of 150%; and
- (iv) Time worked in accordance with this provision will not be taken into account for the purposes of hours of work, overtime, leave accruals and the like.

**21.4 District allowances**

**21.5 Accident pay**

**22. Supported wage system**

See Schedule E

**23. National training wage**

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

**23.2** This award incorporates the terms of Schedule E to the Miscellaneous Award 2010 as at 1 July 2017<sup>8</sup>. Provided that any reference to “this award” in Schedule E to the Miscellaneous Award 2010 is to be read as referring to the Hospitality Industry (General) Award 2010 and not the Miscellaneous Award 2010.

**24. School-based apprenticeship**

See Schedule G

**25. Higher duties**

**25.1** Except for Food and beverage attendants grade 2 and 3 as defined in Schedule D—Classification Definitions, ~~other than in clubs~~, an employee engaged for two or more hours of one day on duties carrying a higher rate than their ordinary classification must be paid the higher rate for such day. If for less than two hours the employee must be paid the higher rate for the time so worked.

**25.2** A higher paid employee will, when necessary, temporarily relieve a lower paid employee without loss of pay.

**26. Payment of wages**

**26.1** Except upon the termination of employment, all wages including overtime must 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 Friday.

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

- cash;
- cheque; or
- payment into the employee’s bank account by electronic funds transfer, without cost to the employee.

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

- 26.4** Where an employee is paid their wages by cash or cheque and the employee is left waiting at the workplace to be paid for more than 15 minutes, the employee must be paid overtime rates after that 15 minutes for the duration spent waiting at the workplace.
- 26.5** Employees who are not paid by electronic funds transfer and whose rostered day off falls on pay day must be paid their wages, if they so desire, before going off duty on the working day prior to their day off.

## **27. Salary arrangements**

### **27.1 Annualised Salary (Employees other than Managerial Staff (Hotels) or in Clubs)**

This clause applies to employees other than those classified as Managerial Staff (Hotels) or in Clubs.

- (a) As an alternative to being paid by the week according to clause 20—Minimum wages, by agreement between the employer and the employee, the employer may pay the employee at a rate equivalent to an annual salary of at least 25% or more above the rate prescribed in clause 20—Minimum wages, times 52 for the work being performed. The employer and the individual employee must genuinely make the agreement without coercion or duress.
- (b) An agreement provided for in subclause 27.1(a) will:
- (i) have regard to the pattern of work in the employee’s occupation, industry or enterprise but must not disadvantage the employee involved; and
  - (ii) unless the parties otherwise agree, relieve the employer of the requirements under clauses 32—Penalty rates and 33—Overtime (or other award clauses prescribing monetary entitlements, as specified in the agreement) to pay penalty rates and/or overtime (or other specified award-derived monetary entitlements) that the employer would otherwise be obliged to pay in addition to the weekly award wage for the work performed and the hours worked by the employee, provided that the salary paid over a year will be sufficient to cover what the employee would have been entitled to if all award overtime and penalty rate payment obligations (and other monetary entitlements specified in the agreement) had been complied with.
- (c) Provided further in the event of termination of employment prior to completion of a year the salary paid during such period of employment will be sufficient to cover what the employee would have been entitled to if all award overtime and penalty rate payment obligations had been complied with.
- (d) An employee being paid according to this clause will be entitled to a minimum of eight days off per four week cycle. If such an employee is required to work on a public holiday, they are entitled to paid time off that is of equal length to the time worked on the public holiday or the equal length of time worked to be added to their annual leave entitlement.
- (e) Where payment in accordance with this clause is adopted, the employer must keep a daily record of the hours worked by an employee which will show the date and start and finish times of the employee for the day. The record must be

countersigned weekly by the employee and must be kept at the place of employment for a period of at least six years.

## **27.2 Salaries absorption (Managerial Staff (Hotels))**

This clause applies to those employees classified as Managerial Staff.

- (a) Managerial Staff who are paid a salary of 25% in excess of the minimum annual salary rate of ~~\$45,987~~ 47,597 per annum as in clause 20.2 (in receipt of a salary of at least ~~\$57,484~~ 59,496 per annum), will not be entitled to the benefit of the terms and conditions within the following clauses:
- clause 12—Part-time employment;
  - clause 21—Allowances;
  - clause 29—Ordinary hours of work (Full-time and part-time employees)
  - clause 31—Breaks;
  - clause 32—Penalty rates;
  - clause 33—Overtime;
  - clause 34.2—**Payment for annual leave**;
  - clause 37.1(b)(i) Additional arrangements for full-time employees (on public holidays);
  - clause 39—Provision of employee accommodation and meals.
- (b) An employee being paid according to clause 27.2(a) will be entitled to a minimum of eight days off per four week cycle.
- (c) An employee being paid according to clause 27.2(a) who works on a public holiday will be entitled to paid time off that is of equal length to the time worked on the public holiday. This time is to be taken within 28 days of accruing it.
- (d) For the purpose of calculating the weekly equivalent of the annual salary rates prescribed by this clause, the divisor of 52 will be used and the resultant amount will be taken to the nearest 10 cents. All calculations required to be made under this award for the purpose of determining hourly amounts payable to an employee will be calculated on the weekly equivalent of the annual salary.
- (e) Managerial Staff will be reimbursed for all monies reasonably expended for and on behalf of the employer subject to hotel policy or approval.

## **27.3 Payment of salaries**

In such circumstances and despite clause 26.2, where an employee is being paid in accordance with clause 27.1 or clause 27.2, the employer may elect to pay the employee monthly.

**27.4** ~~17.3 Non-application of particular provisions of this awards to employees within particular classifications receiving specified salaries~~ **Managerial Staff (Clubs)**

**(a) Managerial classifications—levels 7–13 inclusive in clause 17.2-20.1**

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

- ~~18.1(h)~~25—Higher duties;
- ~~18.3~~21.3(a)—Broken shifts;
- ~~26~~9—Ordinary hours of work and rostering (other than sub clause ~~26.8~~29(f)—Special provisions for accrued rostered days off—club managers);
- ~~27~~33(s)—Recall to duty—club managers;
- ~~28~~ 33—Overtime; and
- ~~29~~ 32—Penalty rates (other than penalty rate provisions relating to public holidays (see clause ~~29~~32));

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 ~~E~~D—Classification Definitions.

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

- ~~18.1(a)~~ 21.1(a)—Meal allowance;
- ~~18.1(e)~~21—Uniforms—club managers;
- ~~18.1(d)~~21.1(e)—Vehicle allowance;
- ~~18.1(h)~~25—Higher duties;
- ~~18.3~~ 21.3(a)—Broken shifts;
- ~~26~~29—Ordinary hours of work and rostering;
- ~~27~~33(s)—Recall to duty—club managers;
- ~~28~~33—Overtime;
- ~~29~~32—Penalty rates; and
- ~~34.3~~37.1(a)—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 ~~E~~D—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 (Clubs)**

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)~~21.1(a)—Meal allowance; ~~clause 24~~31—Meal breaks; ~~clause 26~~29—Ordinary hours of work and rostering; ~~clause 28~~33—Overtime; and ~~clause 34~~37—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.

## **28. Superannuation**

### **28.1 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.

### **28.2 Employer contributions**

- (a) 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.
- (b) The employer, ~~other than club employers,~~ must make contributions for each employee for such month where the employee earns \$350.00 or more in a calendar month.

### **28.3 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 28.2.
- (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 28.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 28.3(a) or (b) was made.

#### **28.4 Superannuation fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 28.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 28.2 and pay the amount authorised under clauses 28.3(a) and (b) to one of the following superannuation funds or its successor:

- (a) ~~23.4 Club Plus Superannuation Pty Limited;~~
- (b) Club Super;
- (c) HOSTPLUS;
- (d) Sunsuper;
- (e) Tasplan;
- (f) AustralianSuper;
- (a) ~~HOST PLUS;~~
- (b) ~~Sunsuper;~~
- (g) ~~(e)~~ InTrust Super;
- (d) ~~Club Plus Superannuation Pty Ltd;~~
- (h) ~~(e)~~ CareSuper;
- (i) ~~(f)~~ Westscheme Superannuation Fund;
- (j) ~~(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
- (k) ~~(h)~~ a superannuation fund or scheme which the employee is a defined benefit member of.

#### **28.5 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 28.2 and pay the amount authorised under clauses 28.3(a) or (b):

- (a) **Paid leave**—while the employee is on any paid leave;
- (b) **Work-related injury or illness**—in respect of any employee entitled to accident pay 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**

### **29. Ordinary hours of work (Full-time and part-time employees)**

#### **29.1 Full-time employees**

- (a) The average of 38 hours per week is to be worked in one of the following ways:
  - a 19 day month, of eight hours per day;
  - four days of eight hours and one day of six hours;
  - four days of nine and a half hours per day;
  - five days of seven hours and 36 minutes per day;
  - 152 hours each four week period with a minimum of eight days off each four week period;
  - 160 hours each four week period with a minimum of eight days off each four week period plus a rostered day off;
  - any combination of the above.
- (b) 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 29.1(a) and must meet the following conditions:
  - (i) **In the case of the hospitality industry:**
    - A minimum of six hours and a maximum of 11 and a half hours may be worked on any one day. The daily minimum and maximum hours are exclusive of meal break intervals.
    - An employee cannot be rostered to work for more than 10 hours per day on more than three consecutive days without a break of at least 48 hours immediately following.
    - No more than eight days of more than 10 hours may be worked in a four week period.
    - Where broken shifts are worked the spread of hours can be no greater than 12 hours per day.

- (ii) In the case of clubs ~~26.3~~:
- the ordinary hours (exclusive of meal breaks) for a 19 day month of eight hours per day must not exceed eight per day or shift, worked within a spread of 11 hours per day;
  - the ordinary hours (exclusive of meal breaks) for four days of eight hours and one of six hours must 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;
  - the ordinary hours (exclusive of meal breaks) for four days of 9.5 hours per day must be worked within a spread of 12 hours;
  - the ordinary hours (exclusive of meal breaks) for five days of seven hours 36 minutes per day worked within a spread of 10.5 hours;
  - the ordinary hours (exclusive of meal breaks) for 152 hours per each four week period must include a minimum of eight normal rostered days off per each four week period; or
  - any combination of the above.
- (c) In addition to the conditions set out under clause 29.1(b), where the agreed hours of work arrangement provides for 160 hours per four week period with a rostered day off, the arrangement will be subject to the following:
- (i) No employee is to work more than 10 days in a row without a rostered day off.
  - (ii) Where practicable the rostered day off must be contiguous with an employee's normal days off.
  - (iii) Rostered days may be banked, up to a maximum of five days.
  - (iv) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
  - (v) If a rostered day off falls on a public holiday then, where practicable, the next day is to be taken as the rostered day off.
  - (vi) The entitlement to a rostered day off on full pay is subject to the following:
    - (A) each day of paid leave, except annual leave and long service leave, and any public holiday occurring during the four week cycle must be regarded as a day worked for accrual purposes; and
    - (B) an employee who has not worked a complete four week cycle in order to accrue a rostered day off must be paid a pro rata amount for credits accrued for each day worked in the cycle. The pro rata amount is 24 minutes pay for each eight hour day worked.

(d) In addition to the conditions set out under clause 29.1(b), where the agreed hours of work arrangement provides for 152 hours each four week period, the arrangement will be subject to the following:

- No employee is to work more than 10 days in a row without a rostered day off;
- Where an employee works more than 20 days each four week period, the 21st and any subsequent days worked in the four week period must be paid at the rates prescribed in clause 33—Overtime.

(e) ~~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.

(f) ~~26.8~~ Special provisions for accrued rostered days off—club managers

- (i) 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.
- (ii) Where the employer and an employee mutually agree in writing to substitute an alternative method of taking time off, then that method will apply.
- (iii) 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.
- (iv) 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.
- (v) An employee who works on their rostered day(s) off as directed will be paid at overtime rates for all hours so worked.
- (vi) 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.
- (vii) Where details of work are not submitted in accordance with clause 26.8(f), no entitlement to payment will arise.
- (viii) 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.

- (ix) 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.
- (x) 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).
- (xi) 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.
- (xii) 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(h) 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.

## **29.2 Part-time employees**

A part-time employee's rostered hours of work under clause 12.5 must meet the following conditions:

- (a) A minimum of three hours and a maximum of 11 and a half hours may be worked on any one day. The daily minimum and maximum hours are exclusive of meal break intervals.
- (b) An employee cannot be rostered to work for more than 10 hours per day on more than three consecutive days without a break of at least 48 hours immediately following.
- (c) No more than eight days of more than 10 hours may be worked in a four week period.
- (d) Where broken shifts are worked the spread of hours can be no greater than 12 hours per day.

## **29.3 Catering in remote locations**

- (a) Notwithstanding clauses 0 to 29.1(d) catering employers servicing clients in remote locations, may schedule work over consecutively recurring cycles followed by consecutive non-working days. Such work cycles will only be altered or introduced by agreement between an employer and the majority of their employees.

- (b) The total ordinary hours of work during a cycle will not exceed 40 hours multiplied by the number of working and non-working weeks in the cycle.
- (c) Overtime rates will be paid for any time in excess of eight hours per day or in excess of the total ordinary hours prescribed in clause 29.3(a)
- (d) Wages may be paid according to a weekly average of the ordinary hours worked even though more or less than 40 ordinary hours may be worked in any particular week of the work cycle.
- (e) An employee whose hours of duty are worked in accordance with this clause will accrue an entitlement to paid accrued days off in accordance with the provisions of clause 29.1(c).
- (f) An employee will have no entitlement to payment for the non-working days.

#### **29.4 Make-up time**

- (a) Make-up time means an arrangement under which an employee takes time off during their ordinary hours of work and makes up that time later. The employer and a majority of employees in a workplace may agree to introduce make-up time subject to the following conditions:
  - (i) An employer who intends to introduce make-up time will consult with its employees and their representatives.
  - (ii) After the employer and a majority of employees have agreed to introduce make-up time an employee may elect, with the consent of their employer, to work make-up time.
- (b) Make-up time arrangements must comply with the conditions set out in clauses 31—Breaks and 32—Penalty rates.
- (c) The employer must record make-up time arrangements in the time and wages records.

### **30. Rostering**

**30.1** A roster for full-time and part-time employees must be prepared by the employer and must be posted in a conspicuous place accessible to the employees concerned indicating:

- (a) The name of each employee concerned and their starting and finishing times; and
- (b) A minimum 10 hour break between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day. In the case of changeover of rosters, eight hours will be substituted for 10 hours.

**30.2** 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 should be given provided that the days off may be changed by mutual consent or through sickness or other cause over which the employer has no control.

## **31. Breaks**

### **Other than clubs**

#### **31.1 Breaks**

An employee (including a casual employee) who is required to work a shift of more than five hours and up to six hours may elect to take an unpaid meal break of up to 30 minutes during the shift and the employer shall not unreasonably refuse the request.

#### **31.2 Longer shifts**

- (a) If the employee is required to work a shift of more than six hours and up to eight hours, the employee is entitled to an unpaid meal break of no less than 30 minutes. The unpaid break may be taken no earlier than two hours after starting work and no later than six hours of starting work.
- (b) If the employee is required to work a shift of more than eight hours and up to 10 hours, the employee is entitled to an unpaid break of no less than 30 minutes and an additional 20 minute paid break (which may be taken as two 10 minute paid breaks).

The unpaid break may be taken no earlier than 2 hours after starting work and no later than six hours after starting work. Breaks should be spread evenly across the shift.

- (c) If the employee is required to work a shift exceeding 10 hours, the employee is entitled to an unpaid break of no less than 30 minutes and two 20 minute paid breaks. The unpaid break may be taken no earlier than two hours after starting work and no later than 6 hours after starting work. Breaks should be spread evenly across the shift.

#### **31.3 Request for unpaid meal break**

- (a) Where an employee elects to take an unpaid break, the request must be made in writing no later than at the commencement of a shift and the employer shall not unreasonably refuse the request.
- (b) The written request will apply to all shifts undertaken by the employee of more than five hours, unless otherwise agreed between the employee and employer. This arrangement may be reviewed at any time.

#### **31.4 Break not given**

For a shift of more than six hours, if the employer does not release an employee for an unpaid meal break the employee shall be paid at the rate of 50% of the ordinary hourly rate extra for each hour or part of an hour from six hours after the employee started work until the employer gives the employee the unpaid meal break, or until the shift ends.

#### **31.5 Entitlement to additional breaks**

- (a) If the employer requires an employee to work more than five continuous hours after an unpaid break, the employer must give the employee an additional 20 minute paid break.

- (b) If the employer requires an employee to work more than two hours' overtime after the employee completes his or her rostered hours, the employer must give the employee an additional 20 minute paid break.

## Clubs

- 31.6** ~~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.
- 31.7** ~~24.2~~ If an employee is not given a meal break in accordance with clause ~~24.1~~ 32.5 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.
- 31.8** ~~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.
- 31.9** ~~24.4~~ Where the club employs fewer than 10 people covered by this award, then the break prescribed by clause ~~24.2~~ 32.6 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 ~~24.62~~ 32.6 will not apply.
- 31.10** ~~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~~ 32.5.
- 31.11** ~~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.
- 31.12** ~~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.

## 32. Penalty rates

32.1 An employee performing work on the following days will be paid the following percentage of the minimum wage rate in clause 20—Minimum wages for the relevant classification:

	<b>Full-time and part-time employees</b>	<b>Casual employees (inclusive of 25% loading)</b>
	%	%
<b>Monday to Friday</b>	100	125
<b>Saturday (clubs only)</b>		
to 30 June 2019	150	150
1 July 2019 – 30 June 2020	145	150
1 July 2020 – 30 June 2021	135	150
From 1 July 2021	125	150
<b>Saturday (other than clubs)</b>	125	150
<b>Sunday (clubs only)</b>		
to 30 June 2019	175	175
1 July 2019 – 30 June 2020	170	175
1 July 2020 – 30 June 2021	160	175
From 1 July 2021	150	175
<b>Sunday (other than clubs)</b>		
1 July 2017 – 30 June 2018	170	175
1 July 2018 – 30 June 2019	160	175
From 1 July 2019	150	175
<b>Public holiday</b>	225	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 1720— 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%

## 32.2 Public holidays

- (a) An employee other than a casual working on a public holiday will be paid for a minimum of four hours' work. A casual employee working on a public holiday will be paid for a minimum of two hours' work.
- (b) Employees (other than casuals) who work on a prescribed holiday may, by agreement, perform such work at their applicable ordinary hourly rate plus 25% additional loading rather than the penalty rate prescribed in clause 32.1, 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, *and is not prescribed as a public holiday under the NES* will be paid an additional loading of 25% of their applicable ordinary hourly rate for the hours worked on that day and will also be entitled to the benefit of a substitute day.

*NOTE: CAI has sought the inclusion of the italicised words which currently appear in the HIGA in the Public Holidays Common Issue Proceedings (AM2014/301)*

### **32.3 Other penalty**

Employees will be entitled to the following additional penalty for work performed at the following times:

- (a) Monday–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;
- (b) Monday–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.

### **32.4 Penalty rates not cumulative**

Except as provided in clause 31—Breaks, where time worked is required to be paid for at more than the ordinary rate such time will not be subject to more than one penalty, but will be subject to that penalty which is to the employee’s greatest advantage.

## **33. Overtime**

### **33.1 Reasonable overtime**

- (a) Subject to clause 33.1(b) an employer may require an employee to work reasonable overtime at overtime rates.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
  - (i) any risk to the employee’s health and safety;
  - (ii) the employee’s personal circumstances including any family responsibilities;
  - (iii) the needs of the workplace or enterprise;
  - (iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and
  - (v) any other relevant matter.

### **33.2 Entitlement to overtime rates**

- (a) A full-time employee is paid at overtime rates for any work done outside of the hours set out in clause 29—Ordinary hours of work;

- (b) A part-time employee is paid at overtime rates in the circumstances specified in clause 12.8;
- (c) A casual employee is paid at overtime rates in the circumstances specified in clause 13.4.

### **33.3 Overtime rates**

- (a) The following overtime rates are payable to an employee, depending on the time at which the overtime is worked:
  - (i) Monday to Friday: 150% of their ordinary hourly rate for the first two hours of overtime; and 200% of their ordinary hourly rate for the rest of the overtime
  - (ii) Between midnight Friday and midnight Sunday: 200% of their ordinary hourly rate.
- (b) When a full-time or part-time employee works overtime on a rostered day off the following apply:
  - (i) Subject to clause 33.3(b)(ii), the employee shall be paid 200% of their ordinary hourly rate for at least four hours even if they work for less than four hours
  - (ii) The four hour minimum payment does not apply to work which is part of the normal roster which began the day before the rostered day off or when overtime worked is continuous from the previous day's duty.
- (c) Overtime **stands alone**  
Overtime worked on any day stands alone.

### **33.4 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) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 33.4.
- (c) An agreement must state each of the following:
  - (i) the number of overtime hours to which it applies and when those hours were worked;
  - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
  - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
  - (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule J. There is no requirement to use the form of agreement set out at Schedule J. An agreement under clause 33.4 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

- (d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 33.4 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) 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.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 33.4 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.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), 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.
- (h) The employer must keep a copy of any agreement under clause 33.4 as an employee record.
- (i) 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.
- (j) 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 33.4 will apply, including the requirement for separate written agreements under paragraph (b) 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).

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 33.4 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 33.4.

### 33.5 **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.

## **Part 6—Leave and Public Holidays**

### **34. Annual leave**

#### **34.1 Leave entitlement**

Annual leave is provided for in the NES. It does not apply to casual employees.

##### **Other than Clubs**

For the purpose of the additional week of leave provided by the NES, a **shiftworker** is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.

##### **Clubs**

For the purpose of the additional week of leave provided by the NES, a **shiftworker** is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays, and includes a club manager.

#### **34.2 Payment for annual leave**

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

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.

#### **34.3 Close-down**

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

#### **34.4 Special leave without pay arrangements in respect of catering provided for boarding schools and residential colleges**

Where an employee is employed at or in connection with catering functions in primary and secondary boarding schools or residential colleges associated with tertiary educational institutions the following provisions apply:

- (a) An employee may be required to take leave without pay during official term breaks, semester breaks and the Christmas/summer vacation (the relevant period) provided that:
- an employee will be given as much notice as is practicable of the start and finish of the relevant period. Such notice must be at least one week. The notice must be provided to the employee in writing. Once the notice is provided to the employee, the period of leave without pay may be varied by agreement between the employee and employer;
  - an employee may take accrued annual leave or long service leave during the relevant period;
  - all periods of leave without pay will count for the purposes of accruing personal/carer's leave, annual leave and long service leave;
  - if appropriate work is available for the employee to perform during the relevant period, an employee will be offered that work. For the purposes of this subclause, appropriate work is work able to be performed by the employee within the employee's skills and experience; and
  - where an employee performs appropriate work, the employee will be paid at the rate applicable to the work performed.
- (b) No employee will have their employment terminated by reason of not being able to perform work during the relevant period.

### **34.5 Annual leave in advance**

- (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
  - (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 34.5 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 34.5 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 34.5, 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.

### **34.6 Cashing out of annual leave**

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 34.6.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 34.6.
- (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 34.6 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 34.6 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 34.6 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 34.6.

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 34.6.

Note 3: An example of the type of agreement required by clause 34.6 is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I.

### **34.7 Excessive leave accruals: general provision**

Note: Clauses 34.7 to 34.9 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 34.1).

- (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 34.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 34.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

**34.8 Excessive leave accruals: direction by employer that leave be taken**

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 34.7(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 34.7, 34.8 or 34.9 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 A.1.1(a)(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.

**34.9 Excessive leave accruals: request by employee for leave**

- (a) Clause 34.9 comes into operation from 29 July 2017.

- (b) If an employee has genuinely tried to reach agreement with an employer under clause 34.7(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.
- (c) However, an employee may only give a notice to the employer under paragraph (b) 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 34.8(a) that, when any other paid annual leave arrangements (whether made under clause 34.7, 34.8 or 34.9 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under paragraph (b) 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 34.7, 34.8 or 34.9 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.
- (e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 34.1) in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

### **35. Personal/carer's leave and compassionate leave**

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

### **36. Community service leave**

Community service leave is provided for in the NES.

## **37. Public holidays**

### **37.1 National Employment Standards**

#### **(a) Public holidays are provided for in the NES**

- (i) 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.

#### ~~(b) Additional arrangements for full-time employees:~~

- ~~(i) A full-time employee whose rostered day off falls on a public holiday must, subject to clause 32.2, either:~~

- ~~• be paid an extra day's pay; or~~
- ~~• be provided with an alternative day off within 28 days; or~~
- ~~• receive an additional day's annual leave.~~

- (ii) 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.

#### **(c) Arrangements for part-time employees**

Part-time employees are entitled to public holidays prescribed in s.115 of the Act without loss of pay if those public holidays fall on days on which hours of work are rostered under clause 12.5. Part-time employees who work on a public holiday must be paid in accordance with clause 32.

*NOTE: These changes have been sought to this clause in the Public Holidays Common Issue Proceedings (AM2014/301)*

## **Part 7—Industry Specific Provisions**

### **38. No deduction for breakages or cashiering underings**

An employer must not deduct any sum from the wages or income of an employee in respect of breakages or cashiering underings except in the case of wilful misconduct.

### **39. Provision of employee accommodation and meals**

#### **39.1 Right to make deductions**

When an employer provides their employees with accommodation, meals or both, then the employer may deduct an amount of money from the employee's wages in accordance with this clause.

### 39.2 Adult employees

The amounts set out in the table below may be deducted from the wages of an adult employee for the provision of accommodation, meals or both by their employer. The same amounts may be deducted from the wages of a junior employee in receipt of adult wages.

<b>Service provided</b>	<b>Deduction \$ per week</b>
Single room and 3 meals a day	<del>202.28</del> 209.35
Shared room and 3 meals a day	<del>197.22</del> 204.12
Single room only, no meals	<del>192.17</del> 198.88
Shared room only, no meals	<del>187.11</del> 193.65
A meal	<del>8.09</del> 8.37

NOTE: The 'Single room and 3 meals a day' amount is calculated at 25% of the [standard weekly rate](#). The following internal relativity is then applied:

	<b>%</b>
Single room and 3 meals a day	100
Shared room and 3 meals a day	97.5
Single room only, no meals	95.0
Shared room only, no meals	92.5
A meal	1% of the <a href="#">standard weekly rate</a>

### 39.3 Junior employees receiving junior rates

The amounts set out in the table below may be deducted from the wages of a junior employee who is being paid junior rates of pay for the provision of accommodation, meals or both by the employer. The amount which may be deducted depends on the age of the employee.

<b>Service provided</b>	<b>Age</b>	<b>Deduction % of adult deduction</b>	<b>Deduction per week \$</b>
Single room and 3 meals a day	15 yrs & under	45	<del>91.03</del> 94.21
	16 yrs	55	<del>111.25</del> 115.14
	17 yrs	70	<del>141.60</del> 146.55
	18 yrs	80	<del>161.82</del> 167.48
	19 yrs	90	<del>182.05</del> 188.42
Shared room and 3 meals a day	15 yrs & under	45	<del>88.75</del> 91.85
	16 yrs	55	<del>108.47</del> 112.27
	17 yrs	70	<del>138.05</del> 142.88
	18 yrs	80	<del>157.78</del> 163.30

Service provided	Age	Deduction % of adult deduction	Deduction per week \$
Single room only; no meals	19 yrs	90	<del>177.50</del> 183.71
	15 yrs & under	45	<del>86.48</del> 89.50
	16 yrs	55	<del>105.10</del> 109.38
	17 yrs	70	<del>134.52</del> 139.22
	18 yrs	80	<del>153.74</del> 159.10
Shared room only; no meals	19 yrs	90	<del>172.95</del> 178.99
	15 yrs & under	45	<del>84.20</del> 87.14
	16 yrs	55	<del>102.91</del> 106.51
	17 yrs	70	<del>130.98</del> 135.56
	18 yrs	80	<del>149.69</del> 154.92
A meal	19 yrs	90	<del>168.40</del> 174.29
	Same rate all ages	—	<del>8.09</del> 8.37

#### 39.4 Deductions for meals

An employer may deduct an amount from an employee’s wages for providing the employee with a meal only if:

- (a) the employee does not live in accommodation provided by the employer; and
- (b) the meal is provided during the employee’s normal working hours.

#### 39.5 ~~35~~Accommodation—club managers

- (a) ~~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.
- (b) ~~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.

#### 40. Professional development leave—club managers

- (a) ~~33.1~~ This clause applies only to club managers.
- (b) ~~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.

- (c) ~~33.3~~ Professional development leave is only available for the purpose of undertaking continuing education and industry activity programs.
- (d) ~~33.4~~ The entitlement to paid professional development leave is dependent on:
  - (i)~~(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;
  - (ii)~~(b)~~ the granting of leave not unduly affecting the operation of the club; and
  - (iii)~~(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.
- (e) The club will reimburse an employee for any costs associated with undertaking continuing education programs and industry activities.

## **Schedule A —Transitional Provisions**

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

### **A.1 General**

**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.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,
- (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**

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.

**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 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.8.1** 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.

**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.

## **A.9 Public holidays**

**A.9.1** (a) A full-time employee engaged as at [date of decision] whose rostered day off falls on a public holiday must, subject to clause 32.2:

- (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 (a) does not apply in relation to Easter Saturday, if employees have their ordinary hours rostered only on Monday to Friday.**

(c) From the following dates the employer must pay no less than the provisions in (a) minus the proportion of the transitional percentage:

### **First full pay period on or after**

1 July 2018	75%
1 July 2019	50%
1 July 2020	25%

(d) Clause A.9 shall cease to apply on 30 June 2021.

## **Schedule B—Transitional Provisions in respect of South Australia**

NOTE: The transitional provisions in respect of South Australia in this Schedule operate instead of the general transitional provisions in Schedule A in respect of the particular modern award provisions dealt with in this Schedule. The transitional provisions in this Schedule apply to all employers in the hospitality industry who meet the conditions of B.1.1 and B.1.2

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 4.1(a) to (n) also apply to State Referred Employers.

**B.1.1** Clause B.3.1 of Schedule B applies throughout South Australia to employers in the hospitality industry who hold a Hotel Licence, Entertainment Venue Licence, a Small Venue Licence or a Special Circumstances Licence (including those that previously held a General Facility Licence).

**B.1.2** Clause B.3.2 of Schedule B applies throughout South Australia to employers in the hospitality industry who hold a Hotel Licence, a Small Venue Licence, a Special Circumstances Licence or Residential Licence.

### **B.1.3 Division 2B State Referred Employers and Employees**

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 hospitality industry State Referred Employers who meet the license coverage criteria of B.1.1 and/or B.1.2 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 apply from 1 January 2010 to employers covered by an award-based transitional instrument immediately prior to 1 January 2010. It will apply from 1 January 2011 to employers covered by a Division 2B State award immediately prior to 1 January 2011. The Schedule 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 or RA150066–SA]**

#### **(a) Minimum rates of pay**

The provisions of clause 20, of the award and in particular 20.1—General Minimum Weekly and Hourly Wages, do not apply to State Referred Employers covered by B.3.1 until the first full pay period commencing on or after 1 February 2011.

Refer to clause B.1.3–Division 2B State Referred Employers for more information.

**(b) Part-time employment** [clause 12 in the award]

- (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\(fa\)\(ii\)](#) within this Schedule.
- (v) All time worked in excess of eight hours per day, outside the spread of hours specified in clause 29.2 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(g)(ii) of this schedule.
- (vi) A part-time employee who is employed under the provisions of this clause must be paid for ordinary hours at the rate of 1/38<sup>th</sup> of the weekly rate prescribed in clause 20—Minimum wages, of the award, plus a 10% loading.

The 10% loading is not payable in circumstances where the following loadings apply:

- Saturday (clause [B.3.1\(fa\)\(ii\)](#))
- Sunday (clause [B.3.1\(fa\)\(ii\)](#))
- Public holidays (clause [B.3.1\(fa\)\(ii\)](#))
- Overtime (clause B.3.1(g))

The part-time loading is payable in addition to any allowance payable under clause [B.3.1\(fb\)](#).

**(c) Apprentice wages** [clause 20.4 in the award]

- (i) **Cooking apprenticeship**
  - A person who has completed a full apprenticeship for cooking must be paid not less than the [standard rate](#).

- An employee apprenticed in the cooking trade will be paid the percentage of the standard rate, as follows:

<b>Year</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
	<b>%</b>	<b>%</b>	<b>%</b>	<b>%</b>
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.

(d) **Junior employees (other than office juniors) [clause 20.5(a) in the award]**

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:

<b>Year</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>
	<b>%</b>	<b>%</b>	<b>%</b>	<b>%</b>	<b>%</b>
16 years and under	60	57.5	55	52.5	50
17 years	60	60	60	60	60
18 years	70	70	70	70	70
19 years	85	85	85	85	85
20 years	95	95	95	Adult	Adult
21 years	Adult	Adult	Adult	Adult	Adult

(e) **Allowance for disabilities associated with performance of particular tasks or work in particular conditions or locations**

(i) **Broken periods of work [clause 21.3(a) in the award]**

- Employees other than casuals who have a broken work day must receive an additional allowance for the spread of hours described in clause 29—Ordinary hours of work, in the award, as follows:

	<b>Rate per day % of <u>standard weekly rate</u></b>
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

- Provided that where any such broken work period extends into any period for which clause [B.3.1\(fb\)](#)—Other penalty, or clause [B.3.1\(g\)](#)—Overtime of this schedule apply, the penalties or allowances will not be cumulative, but the highest applicable penalty or allowance will apply.

**(f) Penalty rates** [clause 32 in the award]

- (fa)(i)** Sub-clauses [B.3.1\(fa\)\(ii\)](#) and [B.3.1\(fa\)\(iii\)](#) outlined below replace sub-clause 32.1 and 32.3—**Other penalty**, in the award.

Sub-clauses 32.2—**Public holidays** and 32.4—**Penalty rates not cumulative**, as contained in clause 32—Penalty rates, of the award will continue to apply as from 1 January 2010.

- (fa)(ii)** 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 20—Minimum wages for the relevant classification:

**(fa)(ii)(1) Front of house employees**

	<b>Monday to Friday</b>	<b>Saturday</b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>%</b>	<b>%</b>	<b>%</b>	<b>%</b>
Full-time	100	150	200	250
Part-time	110	150	200	250

(inclusive of the 10% loading in clause [B.3.1\(b\)\(vi\)](#))

**(fa)(ii)(2) Back of house employees**

	<b>Monday to Friday</b>	<b>Saturday</b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>%</b>	<b>%</b>	<b>%</b>	<b>%</b>
Full-time	100	150	175	250
Part-time	110	150	175	250

(inclusive of the 10% loading in clause [B.3.1\(b\)\(vi\)](#))

- (fa)(ii)(3)** In clause [B.3.1\(fa\)\(ii\)\(1\)](#) and [B.3.1\(fa\)\(ii\)\(2\)](#) the following definitions apply:

***Front of house (FOH)*** will mean:

A Food and Beverage Attendant of any level or employee holding approval as a Gaming Employee or Gaming Manager who is engaged in any one of the following:

- Supplying, dispensing or mixing of liquor from a bar or the sale of liquor from the bottle department; or

- Assisting in the cellar or bottle department with or without supervision or having full control of a cellar or liquor store (including the receipt, delivery and recording of goods within the cellar or liquor store).

***Back of House (BOH)*** will mean:

An employee who is engaged in any one of the following classifications as set out in this clause:

- Kitchen
- Guest services
- General
- Food and Beverage Attendant or employee holding approval as a Gaming Employee or Gaming Manager serving but not dispensing alcohol or other beverages.

**(fa)(iii) Rates of pay for casual employees**

- Casual employees must be paid per hour at the rate of 1/38<sup>th</sup> of the weekly rate prescribed for the work performed plus 50%.
- Casual employees will not be entitled to any loadings for work performed between 7.00 pm and 7.00 am, Monday to Friday, on Saturday or Sunday or for work performed on a public holiday or overtime.
- The allowances contained within 21—Allowances, of the award, will not be payable to casuals employed in accordance with this Schedule.

[‘Front of house’ heading inserted by administrative error; deleted 28Jul11]

**(fb) Other penalty**

- (i) An employee (other than a casual employee) who is required to work any of their ordinary hours between the hours of 7.00 pm and 7.00 am, Monday to Friday inclusive, will be paid an additional amount of 0.25% of the [standard weekly 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 weekly rate](#);
  - an employee (other than a casual employee) who is required to work their total ordinary hours between 7.00 pm and 7.00 am Monday to Friday inclusive will be paid 0.25% of the [standard weekly rate](#) per hour, with a minimum payment in the case of a full-time employee only of 1.85% of the [standard weekly rate](#) per day; and
  - this clause will not apply on any of the public holidays prescribed in the NES.

**(g) Overtime** [clause 33 in the award]

**(i) Entitlement to overtime rates**

- A full-time employee is paid at overtime rates for any work done outside of the hours set out in clause 29—Ordinary hours of work.
- A part-time employee is paid at overtime rates in the circumstances specified in clause B.3.1(b)(v) in this Schedule.

**(ii) Overtime rates**

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% of 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% of 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–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%.

**(iii) Overtime stands alone**

Overtime worked on any day stands alone.

**(h) Breaks**

Clause B.3.1(h) replaces clause 31 of the award.

**(ha)** Each employee (not being a casual employee) will be granted a meal interval of not less than 30 minutes and not more than 60 minutes to be commenced:

- At any time after completion of one and a half hour's work but no later than five hours after commencement of duty; or
- At any time after completion of one hour's work but no later than six hours after commencement of duty, provided that where an employee is required to work for more than five hours before such a meal break then an employee will be allowed a 20 minute meal break without loss of pay during such work periods at a time suitable to the employer between two and five hours worked.

Where it is not possible to grant an employee such meal breaks, the employee will be paid at the rate of the day plus half time additional at the ordinary weekly rate until released for a meal. Provided further that where an employee is required to work in excess of five hours after their first meal interval the employee will be granted a further meal interval of 20 minutes to be treated as time worked.

- (hb) Where an employee is required to work overtime and such overtime follows the completion of the employees' normal hours of work a 20 minute paid meal break will be allowed where such overtime exceeds two hours work.
- (hc) Notwithstanding the provisions of clause B.3.1(ha), employees rostered to work more than ten ordinary hours in a shift will be entitled to two paid 20 minute meal breaks in addition to an unpaid meal break of at least half an hour. In rostering for these breaks, the employer will make all reasonable efforts to provide these breaks at a time which gives the employees an even mix of work time and breaks.

**(hd) Casual employees—meal times and meals**

A casual employee required to work for a continuous period in excess of six hours, will be granted an unpaid meal interval of 30 minutes to be commenced after completing not less than two hours of duty and will not work in excess of six hours without a meal break. Provided that where it is not possible to grant the meal interval on any day, the employer will pay the casual employee in addition to time worked, 60 minutes at the applicable rate.

Provided further that a casual employee required to work for a continuous period in excess of five hours but no more than six hours will be granted an unpaid meal interval of 20 minutes during such work period at a time suitable to the employer between two and five hours worked. Where it is not possible to grant such break the employer will pay the casual employee in addition to time worked, 20 minutes at the applicable rate.

**(i) Classification Definitions [Schedule D in the award]**

**Food and beverage [D.2.1 in the award]**

(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:

- 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 both food 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.
- (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 co-ordination 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.

### **B.3.2 Clerks (Clubs, Hotels and Motels) Award [AN150037–SA or RA150037–SA]**

**(a) Minimum wages** [clause 20 in the award]

In accordance with clause B.2, Schedule B ceases to operate on 31 December 2014. Refer to clause 20 for rates of pay.

**(b) Classification Definitions** [Schedule D in the award]

**(ba) Guest services stream** [D.2.3 in the award]

- (i) **Guest service grade 1** means an employee who performs any of the following:
- laundry and/or linen duties which may include minor repairs to linen or clothing such as buttons, zips, seams, and working with flat materials;
  - the collection and delivery of guests' personal dry cleaning and laundry, linen and associated materials to and from accommodation areas;
  - performs general cleaning duties; and
  - parking guests' cars.
- (ii) **Guest service grade 2** means an employee who has not achieved the appropriate level of training and who is engaged in any of the following:
- servicing accommodation areas and cleaning thereof;

- receiving and assisting guests at the entrance to the establishment;
  - driving a passenger vehicle or courtesy bus;
  - transferring guests' baggage to and from rooms;
  - assisting in the dry cleaning process;
  - cleaning duties using specialised equipment and chemicals; and
  - providing butler services such as food, beverage and personalised guest service.
- (iii) **Guest service grade 3** means an employee who has the appropriate level of training and who is engaged in any of the following:
- supervising guest service employees of a lower grade;
  - providing butler services such as food, beverage and personalised guest service;
  - major repair of linen and/or clothing including basic tailoring and major alterations and refitting; and
  - dry cleaning.
- (iv) **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.
- (v) **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.

**(bb) Clerical stream—South Australia [D.2.4 in the award]**

- (i) **Level 1** means an employee who has not achieved the appropriate level of training and who is primarily engaged in one or more of the following:
- front office duties such as receptionist, telephonist, cashier, information services, or reservations;
  - performs basic clerical and routine office duties like collating, filing, photocopying and delivering messages;
  - general clerical duties like typing, basic data entry and calculation functions;
  - accounts; and
  - night auditing.

- (ii) **Level 2** means an employee who has the appropriate level of training and who is primarily engaged in one or more of the following:
- front office duties such as receptionist, telephonist, cashier, information services, or reservations;
  - clerical duties of an advanced nature;
  - general clerical duties like typing, basic data entry and calculation functions;
  - accounts; and
  - night auditing.
- (iii) **Level 3** means an employee appointed as such who has the appropriate level of training and who carries out:
- general or secretarial or stenographic duties;
  - clerical duties of an advanced nature;
  - recognised experience in complex duties;
  - may be responsible for guidance of other office personnel and may check and allocate their work; and
  - is in the front office engaged in duties including assisting in training and supervision of front office employees of the lower grade(s).
- (iv) **Level 4** means an employee appointed as such who has the appropriate level of training including a supervisory course, and trains, co-ordinates and supervises the work of front office and/or clerical employees in motels or clubs, or front office employees in a hotel.
- (v) **Level 5** means an employee who has the appropriate level of training including a supervisory course and also trains, co-ordinates and supervises the work of front office or clerical employees in a hotel.

## **Schedule C—Transitional Provisions in respect of Western Australia**

NOTE: The transitional provisions in respect of Western Australia in this Schedule operate instead of the general transitional provisions in Schedule A – Transitional Provisions in respect of the particular modern award provisions dealt with in this Schedule.

- C.1** Schedule C will apply from 1 January 2010 and will cease to operate on 31 December 2014.
- C.2 Junior employees** [clause 15 of the award]
  - C.2.1** Junior employees will be paid in accordance with clause 20.5—Juniors, on reaching the age of 18 years, may be employed in the bar or other places where liquor is sold.
  - C.2.2** 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.
  - C.2.3** No employee under the age of 18 years will be required to work more than 10 hours in a shift.
- C.3 Breaks** [clause 31 of the award]
  - C.3.1** Every employee will be entitled to a meal break of not less than one half hour nor more than one hour after not more than five hours of work.
  - C.3.2** Where it is not possible for the employer to grant a meal break on any day, the said meal break will be treated as time worked and the employee will be paid at the rate applicable to the employee at the time such meal break is due, plus 50% of the prescribed ordinary hourly rate applying to such employee, until such time as the employee is released for a meal.
  - C.3.3** In addition to a break for a meal, there may be one other break of at least one hour during each shift. Such break may be taken in conjunction with the meal break.
  - C.3.4** Where an employee is required to work five or more consecutive hours in a shift the employee will also be entitled to one only paid break of 10 minutes at a time agreed between the employer and the employee provided that the employer must not require that the break be taken in the first or last hour of any work period and the employee will not work more than five hours before either the paid or unpaid break is taken.

## Schedule D—Classification Definitions

### D.1 Introductory level

In respect of all classification streams, 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.

### D.2 General classification definitions

#### D.2.1 Food and beverage stream

**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; and
- cleaning and tidying of associated areas.

**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; and
- engaged on delivery duties.

**Food and beverage attendant grade 3** means an employee who in addition to the tasks performed by a **Food and beverage attendant grade 2** is engaged in any of the following:

- the operation of a mechanical lifting device;

- attending a wagering (e.g. TAB) terminal, electronic gaming terminal or similar terminal;
- full control of a cellar or liquor store (including the receipt, delivery and recording of goods within such an area);
- mixing a range of sophisticated drinks;
- supervising food and beverage attendants of a lower grade;
- taking reservations, greeting and seating guests; and
- training food and beverage attendants of a lower grade.

**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.

~~**Food and beverage supervisor** means an employee who has the appropriate level of training including a supervisory course and who has the responsibility for supervision, training and co-ordination of food and beverage staff, or stock control for a bar or series of bars.~~

**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.

## **D.2.2 Kitchen stream**

**Kitchen attendant grade 1** means an employee engaged in any of the following:

- 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;

- assisting employees who are cooking;
- assembling and preparing ingredients for cooking; and
- general pantry duties.

**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.

**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.

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

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

**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.

**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.

**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:

- general and specialised duties including supervision or training of other kitchen staff;
- ordering and stock control; and
- supervising other cooks and other kitchen employees in a single kitchen establishment.

### **D.2.3 Guest services stream**

**Guest service grade 1** means an employee who performs any of the following:

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

**Guest service grade 2** means an employee who has not achieved the appropriate level of training and who is engaged in any of the following:

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

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

- supervising guest service employees of a lower grade;
- providing butler services such as food, beverage and personalised guest service;
- major repair of linen and/or clothing including basic tailoring and major alterations and refitting; and
- dry cleaning.

**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.

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

**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.

**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.

**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.

**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.

#### **D.2.4 Administration stream**

**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.

**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.

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

- operates adding machines, switchboard, paging system, telex machine, typewriter or calculator;
- uses knowledge of keyboard and function keys to enter and retrieve data through computer terminal;
- copy types at 25 words per minute with 98% accuracy;
- maintains mail register and records;
- 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;
- transcribes information into records, completes forms, takes telephone messages;
- acquires and applies a working knowledge of office or sectional operating procedures and requirements;
- 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;
- keeps appropriate records; and
- 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:

- operates computerised radio telephone equipment, micro/personal computer, printing devices attached to personal computer, dictaphone equipment, typewriters;
- produces documents and correspondence using knowledge of standard formats, touch types at 40 words per minute with 98% accuracy, audio types;
- 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;
- follows standard procedures or template for the preceding functions using existing models/fields of information;
- Creates, maintains and generates simple reports;
- uses a central computer resource to an equivalent standard;
- uses one or more software packages to create, format, edit, proof read, spell check, correct, print and save text documents, e.g. standard correspondence and business documents;

- takes shorthand notes at 70 wpm and transcribes with 95% accuracy;
- arranges travel bookings and itineraries, makes appointments, screens telephone calls, follows visitor protocol procedures, establishes telephone contact on behalf of executive;
- applies a working knowledge of the organisation's products/services, functions, locations and clients;
- responds to and acts upon most internal/external inquiries in own function area;
- 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; and
- maintains financial records and journals, collects and prepares time and wage records; prepares accounts queries from debtors; posts transactions to ledger.

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

#### D.2.5 **Child care stream**

**€.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.

**€.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).

**€.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

#### D.2.6 **Security stream**

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

**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.

#### D.2.7 **Leisure activities stream**

**Leisure attendant grade 1** means a person who:

**€.7.1(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.

**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. **€.7.2** This classification includes an assistant bingo caller.

**Leisure attendant grade 3** means a person who has the appropriate level of training and who plans and co-ordinates leisure activities for guests and may supervise other leisure attendants. ~~€7.3~~ 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.

**(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.

#### **D.2.8 Stores stream**

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

**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.

**Storeperson grade 3** means an employee who has the appropriate level of training and who:

- implements quality control techniques and procedures;
- understands and is responsible for a stores/warehouse area or a large section of such an area;
- has a highly developed level of interpersonal and communications skills;
- 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;
- 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:
  - liaising with management, suppliers and customers with respect to stores operations; and
  - detailing and co-ordinating activities of other storepersons and acting in a leading hand capacity for in excess of 10 storepersons;
- maintains control registers including inventory control and being responsible for preparation and reconciliation of regular reports or stock movements, dispatches, etc; and
- supervises the receipt and delivery of goods, records, outgoing goods, responsible for the contents of a store.

#### **D.2.9 Maintenance and trades—other than the cooking trade horticultural employees**

**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.

**Fork-lift driver** means an employee who has a recognised fork-lift licence and who is engaged solely on the basis of driving a fork-lift vehicle. Those employees who operate a fork-lift as only part of their duties will be paid at the level 3 classification rate in clause 20.1.

~~**Gardener**~~ **Maintenance and horticultural employee grade 1** means an employee primarily engaged in the following activities:

- keeping areas clean and tidy;
- weeding and watering;
- trimming, mowing of surrounds, etc., with hand implements;
- assistance in preparing areas for play;
- assistance in course or green maintenance and construction;
- operation of a limited range of vehicles, including motor vehicles;
- performs non-trade tasks incidental to the employee's work.

**Gardener grade 2** means an employee who is engaged in any of the following activities in addition to the work of grade 1:

- operation and minor maintenance of motorised equipment under supervision, other than machinery or equipment requiring the holding of specialised licences;
- 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;
- applying fertilisers, fungicides, herbicides and insecticides under general supervision;
- 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;
- routine maintenance of turf, synthetic, artificial and other play surfaces;
- completion of basic records;
- assistance in the construction and installation of facilities and systems;
- performing tasks incidental to the employee's work;
- handyperson duties;
- supervising gardeners of a lower grade.

~~**Gardener**~~ **Maintenance and horticultural employee grade 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):

- operate, maintain and adjust machinery as appropriate;

- clean machinery and inspects machinery after each use, reporting any problems to a management employee;
- applying fertilisers, fungicides, herbicides and insecticides as directed by a management employee;
- preparing turf, synthetic, artificial and other surfaces for play;
- maintenance and repair of vehicles and/or motor engines;
- repair and minor renovation work;
- formation and maintenance of all gardens, lawns and greens;
- the planting, maintenance and care of trees;
- training and supervision of employees of a lower grade, including apprentices.

**Gardener** ~~€9.5~~ **Maintenance and horticultural employee grade 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:

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

**D.2.10** ~~€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.

**D.2.11** ~~€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;
- (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.

#### **D.2.12 Managerial staff (Hotels)**

For the purpose of this additional classification, **hotels** means hotels, resorts, casinos, taverns, wine saloons, wine and spirit merchants retailing to the general public and other retail licensed establishments in or in connection with accommodation, with the selling of drinks, preparing and serving food and drinks, cleaning and attending to the premises and all other services associated therewith.

In this additional classification, **hotel manager** means an employee (however designated) who:

- under the direction of senior management is required to manage and co-ordinate the activities of a relevant area or areas of the hotel; and
- directs staff to ensure they carry out their duties in the relevant area or areas of the hotel; and
- implements policies, procedures and operating systems for the hotel;

but excludes an employee who is employed to undertake the duties of senior management, responsible for a significant area of the operations of one or more hotels. Indicative position titles for such an employee include:

- Company secretary;
- Chief accountant;
- Personnel or human resources manager;
- Financial controller;
- Industrial relations manager;
- Venue manager;
- General/hotel manager;
- Executive assistant manager;

- Regional manager; or
- a Manager to whom any of those positions report or are responsible.

An employee appointed as a Manager will have completed an appropriate level of training in business management or have relevant industry experience including the supervision of staff in one or more areas of an hotel. In a General Hotel, this classification is commonly known as an Assistant manager. In an Accommodation Hotel, this classification may include any of the following positions: Duty manager; Assistant food and beverage manager; Assistant rooms division manager; Assistant front office manager or equivalent position.

This additional classification does not apply to:

- Any hotel manager who is an employee of a proprietary or private company (within the meaning of the Corporations Law) where the Hotel Manager holds sufficient number of shares to entitle the Hotel Manager to voting control at general meetings of the company; or
- Any hotel manager who is the senior partner of a partnership or has at least 49% of that partnership; or
- A parent, spouse or de facto partner, son or daughter of a hotel manager excluded from the additional classification by this paragraph.

### **D.3 ~~€.11~~ Club managers—duties and responsibilities**

#### **D.3.1 ~~€.11.1~~ Administration**

##### **(a) Policy**

- The implementation of club policy as laid down by the Board of Directors;
- the implementation of Board of Directors' instructions;
- 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;
- recommending courses of action to the Board of Directors.

##### **(b) Secretarial**

- Organisation and control of office staff activities;
- supervision of wages preparation, and verification, where necessary, of employee's entitlements;
- supervision of preparation of up-to-date membership lists and registers;
- 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;
- 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;
  - 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;
- (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;
  - 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.

### **D.3.2 ~~€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;

- 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;
  - 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.
- (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;
  - 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 BD; 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.

## **D.4 Definitions for the purposes of the Casino Gaming Stream**

### **D.4.1 General**

**Casino** means a gaming establishment holding a casino license under relevant State legislation. The term does not include a gaming facility that is a part or section of a hospitality establishment such as a hotel or tavern operation.

**Casino table game** means a casino game played under the control and direction of a table game employee. It includes games that are normally played at a table and games that include electronic aids to play the game such as Rapid Roulette.

**Major game** means a table game that requires a table game employee to undertake a minimum of 80 hours formal training to learn the game rules and competently deal the game in accordance with the minimum standards of the employer and the relevant casino regulatory authority.

**Appropriate level of training** for casino gaming employees means that a casino gaming employee has:

- completed a relevant training course accredited by the AQF; or
- completed training to a level or standard imposed by a statutory gaming licensing authority; or
- been assessed to have skills at least equivalent to those attained through the suitable training referred to above, such assessment to have been undertaken by a qualified skills assessor; or
- at 1 January 2010, had been doing the work of a particular classification for a period of at least three months.

#### **D.4.2 Casino table gaming**

**Casino table gaming employee grade 1** means an employee who has completed the appropriate level of training and has commenced in one major game offered by the casino.

**Casino table gaming employee grade 2** means an employee who has completed the appropriate level of training and has commenced in two major games offered by the casino.

**Casino table gaming employee grade 3** means an employee who has completed the appropriate level of training and has commenced in three major games offered by the casino.

**Casino table gaming employee grade 4** means an employee engaged as such who undertakes table game inspection duties including ensuring that correct procedures and standards are observed by table game employees of a lower grade. This classification does not apply to managerial employees. The provisions of clause 25—Higher duties, will apply to Casino table game employees who have not been appointed to this grade but are required to perform any functions of this position.

#### **D.4.3 Casino electronic gaming**

**Casino electronic gaming employee grade 1** means an employee in a casino who has received the appropriate level of training and who is engaged in any of the following:

- providing information on customer loyalty programs, electronic gaming promotions or services and facilities within a gaming machine area; and/or
- explaining to patrons the playing of gaming machines.

**Casino electronic gaming employee grade 2** means an employee in a casino who has received the appropriate level of training and who is engaged in any of the following:

- explaining to patrons the playing of gaming machines and providing pay-outs and rectifying minor malfunctions;
- selling and redeeming network gaming games such as Keno, TAB or other network games;
- conducting network games; and
- explaining to patrons the playing of gaming machines.

#### **D.4.4 Casino Finance**

**Gaming finance employee grade 1** means an employee engaged to undertake any Count functions including:

- hard and/or soft count;
- shuffling and preparation of playing cards for table games;
- destruction of playing cards, dice, etc. for table games.

**Gaming finance employee grade 2** means an employee engaged to undertake any Change Booth functions including:

- limited supervision of gaming finance grade 1 employees;
- counting of change and associated change booth duties;
- sale and redemption of electronic gaming tickets.

**Gaming finance employee grade 3** means an employee engaged to undertake all grade 2 change functions including supervision of employees of a lower grade when required plus any of the following:

- assisting with the verification of floats and change machines;
- training employees in duties and functions of a lower grade;
- an employee engaged to undertake one cage function.

**Gaming finance employee grade 4** means:

- an employee engaged to undertake two cage cashier functions; or
- gaming finance revenue audit clerk functions.

**Gaming finance employee grade 5** means an employee engaged to undertake more than two cage cashier functions.

For the purposes of the Gaming Finance Stream, **cage function** includes:

- front window cashier duties including exchanging gaming chips for currency, controlling a float, recording transactions and reconciliation duties; or

- bank cashiering including Fill Bank duties such as receiving, disbursing, reconciling and controlling receipt and issue of gaming chips to gaming tables from the Cage and Main Bank duties; or
- Premium Group settlements and buy-in.

For the purposes of the Gaming Finance Stream, **cashier function** includes supervision of employees of a lower grade when required.

#### D.4.5 Casino equipment technicians

**Casino equipment technician grade 1** means an employee who has the appropriate level of training and who is competent at performing repairs, servicing and installation of non-electronic gaming and associated equipment as well as assisting Casino equipment technicians of a higher grade.

**Casino equipment technician grade 2** means an employee including a tradesperson who has the appropriate level of training and who is competent at performing repairs, servicing and installation of electronic gaming and associated equipment under supervision.

**Casino equipment technician grade 3** means an employee appointed as such who has the appropriate level of training and who without supervision applies technical knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing various forms of video and other electronically or mechanically-controlled gaming equipment. This level also includes an employee required to supervise and/or check the work of Casino equipment technicians of lower grades.

#### D.4.6 Casino security

**Customer liaison officer** means an employee in a casino who holds appropriate licenses and who is engaged to work as an area or door attendant to enforce dress, behaviour and entry requirements at the casino.

**Security officer grade 1** means an employee in a casino who holds appropriate licenses and is required to carry out routine security functions throughout the Casino complex, including the duties of securing, watching, guarding and/or protecting the premises including responding to alarm signals and incidents.

**Security officer grade 2** means an employee in a casino who performs work as required above and beyond the skills of an employee at grade 1 to the level of their training. At this level an employee is required to perform cash escort and soft drop duties. This level also includes a security employee who in the opinion of the employer has no previous relevant experience at this level, and is undertaking the tasks of a surveillance officer while undergoing training and gaining experience during the first six months of employment as such.

**Surveillance operator** means an employee in a casino required to monitor, observe and report upon the operations of the casino by means of visual or remote observation, including the use of electronic surveillance and recording systems as follows:

- input information or react to signals and instruments related to electronic surveillance;

- keyboard operation to alter the parameters within an integrated security surveillance system; and
- co-ordinate, monitor or record the activities of Security officers utilising a verbal communications system.

## **Appendix 1 to Schedule €D**

### **D€1.1 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.

### **D€1.2 The hospitality training package**

#### **D€1.2.1 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.

#### **D€1.2.2 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.

#### **D€1.2.3 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.
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.

#### **DC1.2.4 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.

#### **DC1.2.5 Looking at industrial requirements**

<b>Training requirement</b>	<b>Qualification</b>
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)

#### **DC1.2.6 Looking at traineeship guidelines**

<b>Management traineeship</b>	<b>Qualification</b>
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)

#### **DC1.2.7 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
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.

### DC1.3 Elective units

		Certificate level
<b>Client and customer service</b>		
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
<b>Communication and team work</b>		
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
<b>Finance</b>		
SITXFIN001A	Process financial transactions	I
SITXFIN002A	Maintain financial records	II
SITXFIN003A	Interpret financial information	III

		<b>Certificate level</b>
<b>Food and beverage</b>		
SITHFAB001A	Clean and tidy bar areas	I
SITHFAB002A	Operate a bar	I
SITHFAB003A	Serve food and beverage to customers	I
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
<b>Food safety</b>		
SITHFSA003A	Transport and store food in a safe and hygienic manner	II
SITHFSA001A	Implement food safety procedures	III
<b>Inventory</b>		
SITXINV001A	Receive and store stock	I
SITXINV002A	Control and order stock	III
<b>Administration</b>		
SITXADM001A	Perform office procedures	II
SITXADM002A	Source and present information	III
SITXADM003A	Write business documents	III
SITXADM004A	Plan and manage meetings	III

		<b>Certificate level</b>
BSBEBUS401A	Conduct online research	III
<b>Gaming</b>		
SITHGAM001A	Attend gaming machines	II
SITHGAM002A	Operate a TAB outlet	II
SITHGAM003A	Conduct a Keno game	II
SITHGAM006A	Provide responsible gambling services	II
SITHGAM004A	Analyse and report on gaming machine data	III
<b>Risk management and security</b>		
PRSSO217A	Provide lost and found facility	II
<b>Computer operations and ICT management</b>		
BSBADM304A	Design and develop text documents	III
BSBADM305A	Create and use databases	III
BSBCM108A	Develop keyboard skills	III
BSBCM205A	Use business technology	III
BSBCM213A	Produce simple word-processed documents	III
BSBCM306A	Produce business documents	III
<b>Environmental sustainability</b>		
SITXENV001A	Participate in environmentally sustainable work practices	III
<b>First aid</b>		
HLTFA301B	Apply first aid	III

## Schedule E—Supported Wage System

**E.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.

**E.2** In this schedule:

**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](http://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

### **E.3 Eligibility criteria**

**E.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.

**E.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.

## **E.4 Supported wage rates**

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

<b>Assessed capacity (clause E.5)</b>	<b>Relevant minimum wage</b>
<b>%</b>	<b>%</b>
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

**E.4.2** Provided that the minimum amount payable must be not less than \$8486 per week.

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

## **E.5 Assessment of capacity**

**E.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.

**E.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.

## **E.6 Lodgement of SWS wage assessment agreement**

**E.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.

**E.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.

## **E.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.

## **E.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.

## **E.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.

## **E.10 Trial period**

**E.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.

**E.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.

**E.10.3** The minimum amount payable to the employee during the trial period must be no less than \$8486 per week.

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

**E.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 E.5.

## **Schedule F—National Training Wage**

## —School-based Apprenticeship

- 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** 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** 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** 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.
- F.12** For the purpose of this clause, a relevant training qualification is:
- F.12.1** a qualification from a National Training Package that covers occupations or work which are covered by this award, or is a qualification from an enterprise Training Package listed above; and

**F.12.2** an AQF Certificate Level III. A school-based apprenticeship does not include a qualification which can normally be completed through a Training Agreement of a duration of three years or less (such qualifications would generally be covered by traineeship provisions).

## **Schedule G—2017 Part-day public holidays**

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 2017) or New Year's Eve (31 December 2017) 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.

This schedule is an interim provision and subject to further review.

## Schedule H—Agreement to Take Annual Leave in Advance

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

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\_\_\_\_

## Schedule J—Agreement for Time Off Instead of Payment for Overtime

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree that the employee may take time off instead of being paid for the following amount of overtime that has been worked by the employee:**

Date and time overtime started: \_\_\_/\_\_\_/20\_\_\_ \_\_\_ am/pm

Date and time overtime ended: \_\_\_/\_\_\_/20\_\_\_ \_\_\_ am/pm

Amount of overtime worked: \_\_\_\_\_ hours and \_\_\_\_\_ minutes

**The employer and employee further agree that, if requested by the employee at any time, the employer must pay the employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.**

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

# Hospitality Industry (General) Award 2010

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## Part 1—Application and Operation

### 1. Title

This award is the *Hospitality Industry (General) Award 2010*.

### 2. Commencement and transitional

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, Schedule B and Schedule C. The arrangements in Schedule A, Schedule B and Schedule C 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 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 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.

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

3.1 In this award, unless the contrary intention appears:

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

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

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

**appropriate level of training** 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) as at 30 June 2010, has been doing the work of a particular classification for a period of at least three months.

(Note 1: Any dispute concerning (c) above 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, and that these are relevant to the work the employee is doing.)

(Note 2: The minimum classification level for an employee who has completed AQF Certificate III qualifications relevant to the classification in which they are employed and who utilises skills and knowledge derived from Certificate III competencies relevant to the work undertaken is the Level 4 rate prescribed in clause 20.1. 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.)

**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)

**casino** means a gaming establishment holding a casino license under relevant State or Territory legislation

**catering by a restaurant business** means the provision by a restaurant of catering services for any social or business function where such services are incidental to the major business of the restaurant

**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.4D.3 of Schedule CD—Classification Definitions.

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

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

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

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

**employee** means national system employee within the meaning of the Act

**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)

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

**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

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

**Managerial Staff (Hotels)** means an employee within the Managerial Staff (Hotels) classification level as defined in Schedule D

**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)

**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

**ordinary hourly rate** means the employee's applicable minimum hourly wage rate in clause 20.1

**relevant apprenticeship legislation** means any awards and/or regulations made by any State Apprenticeship Authority

**resort** means an establishment providing hotel services, accommodation, food and beverages with access to recreation facilities for guests, and includes an offshore island resort

**restaurant** means a restaurant, reception centre, night club, licensed cafe and licensed roadhouse and includes any tea room or cafe

**rostered day off (RDO)** 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

**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 hourly rate** means the minimum hourly wage for a level 4 classification (Cook (tradesperson) grade 3) clause 20.1

**standard weekly rate** means the minimum weekly wage for a level 4 rate (Cook (tradesperson) grade 3) in clause 20.1

**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

- 4.1 This industry award covers employers throughout Australia in the hospitality industry, and all or any work in or in connection with or for a club and their employees in the classifications within Schedule D—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;
- (g) This award does not apply to employees of employers who are covered by the following awards:
  - *Cleaning Services Award 2010*;
  - *Racing Industry Ground Maintenance Award 2010*; or
  - *Security Services Industry Award 2010*.

**4.3** The award does not cover employers in the following industries:

- (a) boarding schools;
- (b) residential colleges;
- (c) hospitals;
- (d) orphanages;
- (e) any council, county council, municipal council, shire, shire council or local government body as defined by the Local Government Act 1993 (NSW); the Local Government Act 1989 (Vic); the Local Government Act 1993 (Qld); the City of Brisbane Act 1924 (Qld), the Local Government Act 1995 (WA); the Local Government Act 1999 (SA); the Local Government Act 1993 (Tas); and the Local Government Act 2008 (NT);
- (f) catering by a restaurant business;
- (g) theme parks;
- (h) in-flight catering for airlines;
- (i) restaurants covered by the Fast Food Industry Award 2010, or the Restaurant Industry Award 2010;
- (j) contract cleaning undertaken by companies not operating exclusively in the hospitality industry;
- (k) catering services provided by aged care employers (except where these services are provided by a hospitality industry employer for or within an aged care facility);
- (l) contract security, contract gardening or contract maintenance provided by an external provider, whose primary business falls outside the hospitality operation; and
- (m) businesses primarily concerned with the sale of petroleum or mixed functions involving the sale of petroleum.

**4.4** For the purpose of clause 4.1, **hospitality industry** includes hotels; motor inns and motels; boarding establishments; condominiums and establishments of a like nature; health or recreational farms; private hotels, guest houses, serviced apartments; caravan parks; ski lodges; holiday flats or units, ranches or farms; hostels, or any other type of residential or tourist accommodation; wine saloons, wine bars or taverns; liquor booths; resorts; caterers; restaurants operated in or in connection with premises owned

or operated by employers otherwise covered by this award; casinos; and function areas and convention or like facilities operating in association with the aforementioned.

- 4.5** The award does not cover an employee excluded from award coverage by the Act.
- 4.6** 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.
- 4.7** 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.
- 4.8** 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.
- 4.9** 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.
- 4.10** 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 combine to contain the minimum conditions of employment for employees covered by this award.

## **7. Award flexibility**

- 7.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
- (a) arrangements for when work is performed;
  - (b) overtime rates;
  - (c) penalty rates;
  - (d) allowances; and
  - (e) leave loading.
- 7.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.
- 7.3** The agreement between the employer and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
  - (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.
- 7.4** The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - (b) state each term of this award that the employer and the individual employee have agreed to vary;
  - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
  - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
  - (e) state the date the agreement commences to operate.
- 7.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.6** Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 7.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the

employer must take measures, including translation into an appropriate language, to ensure that the employee understands the proposal.

**7.8** The agreement may be terminated:

- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the employer and the individual employee.

Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the *Fair Work Act 2009* (Cth)).

**7.9** The notice provisions in clause 7.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 7.8(a), subject to four weeks' notice of termination.

**7.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

## **Part 2—Consultation and Dispute Resolution**

### **8. Consultation**

#### **8.1 Consultation regarding major workplace change**

**(a) Employer to notify**

- (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (ii) Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

**(b) Employer to discuss change**

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in

clause 8.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

- (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1(a).
- (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

## **8.2 Consultation about changes to rosters or hours of work**

- (a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The employer must:
  - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
  - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

## **9. Dispute resolution**

- 9.1** In the event of a dispute in relation to a matter about this award, or in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

- 9.2** If a dispute in relation to a matter arising under this award or the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 9.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 9.4** Where the matter in dispute remains unresolved the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 9.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 9.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

## **Part 3—Types of Employment and Termination of Employment**

### **10. Types of employment**

**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.

### **11. Full-time employment**

A full-time employee is an employee who is engaged to work an average of 38 ordinary hours per week.

### **12. Part-time employment**

**12.1** An employer may employ part-time employees in any classification in this award.

**12.2** A part-time employee is an employee who is employed in a classification in **Schedule D – Classification Definitions** and who:

- (a) 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;
- (b) has reasonably predictable hours of work; and

- (c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- 12.3** At the time of engagement the employer and the part-time employee will agree in writing upon:
- (a) 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
  - (b) the days of the week, and the periods in each of those days, when the employee will available to work the guaranteed hours (the employee's availability).
- 12.4** Any change to the guaranteed hours may only occur with the written consent of the part-time employee.
- 12.5** The employer may roster the working of the employee's guaranteed hours and any additional hours in accordance with clause 29.2 – Part-time employees and clause 30 – Rostering, provided that:
- (a) the employee may not be rostered for work for any hours outside the employee's availability; and
  - (b) the employee must have two days off each week.
- 12.6** 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 will 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.
- 12.7** 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 12.4, 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 12.3(a).
- 12.8** All time worked in excess of:
- (a) 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
  - (b) the maximum hours limitations specified in clause 29.2; or
  - (c) the employee's rostered hours
- will be overtime and paid for at the rates prescribed in clause 33.3—Overtime rates.
- 12.9** 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 13.

- 12.10** 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.
- 12.11** 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 12.3.

### **13. Casual employment**

**13.1** A casual employee is an employee engaged as such and must be paid a casual loading of 25% as provided for in this award. The casual loading is paid as compensation for annual leave, personal/carer's leave, notice of termination, redundancy benefits and the other entitlements of full-time or part-time employment. The late and early work penalty prescribed in clause 29.4 for work between Monday to Friday also applies to casual employees.

**13.2** A casual employee may be engaged to work:

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

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.

**13.3** On each occasion a casual employee is required to attend work they are entitled to a minimum payment for two hours' work.

**13.4** If time worked in excess of the hours prescribed in clause 13.2 will be overtime and paid for at the rates prescribed in **clause 33.3—Overtime rates**.

**13.5** A casual employee must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.

### **13.6 Conversion to full-time or 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 elect (subject to the provisions of this clause) to have their 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 elect to have their employment converted to full-time employment.
- (e) An employee who has worked at the rate of an average of less than 38 hours a week in the period of 12 months casual employment may elect to have their employment converted to part-time employment.
- (f) Where a casual employee seeks to convert to full-time or part-time employment, the employer may consent to or refuse the election, but only on reasonable grounds. In considering a request, the employer may have regard to any of the following factors:
- the size and needs of the workplace or enterprise;
  - the nature of the work the employee has been doing;
  - the qualifications, skills, and training of the employee;
  - the trading patterns of the workplace or enterprise (including cyclical and seasonal trading demand factors);
  - the employee's personal circumstances, including any family responsibilities; and
  - any other relevant matter.
- (g) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and agree upon:
- the form of employment to which the employee will convert—that is, full-time or part-time employment; and
  - if it is agreed that the employee will become a part-time employee, the matters referred to in clause 12—Part-time employment.
- (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.

## **14. Apprentices**

- 14.1** Apprentices will be engaged in accordance with relevant apprenticeship legislation and be paid in accordance with clause 20.4.
- 14.2** An apprentice under the age of 18 years must not, without their consent, be required to work overtime or shift work.
- 14.3** 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.
- 14.4** Except as provided in this clause or where otherwise stated, all conditions of employment specified in this award apply to apprentices.
- 14.5** 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.
- 14.6** For the purposes of clause 14.5, 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.
- 14.7** The amount payable by an employer under clause 14.5 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.
- 14.8** 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 within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- 14.9** An employer may meet its obligations under clause 14.8 by paying any fees and/or cost of textbooks directly to the RTO.
- 14.10** 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.

**14.11** 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 G – School-based Apprenticeship.

## **15. Junior employees**

**15.1** Junior employees will be paid in accordance with clause 20.5. Where the law permits, junior employees may be employed as liquor service employees (being persons employed to sell or dispense liquor in bars and/or bottle departments or shops, as well as cellar employees or other places where liquor is sold) and must be paid at the adult rate of pay in clause 20.1 for the classification for the work being performed.

**15.2** 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.

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

## **16. Termination of employment**

**16.1** Notice of termination is provided for in the NES.

### **16.2 Notice of termination by an employee**

(a) The notice of termination required to be given by an employee is the same as that required of an employer, except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination, under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause, less any period of notice actually given by the employee.

(b) If an employee gives notice of termination in accordance with clause 16.1(a), the employer may, at its discretion, elect to make a payment in lieu of the employee working for all or part of the notice period. The payment must be equivalent to the amount the employer would have been otherwise required to make pursuant to s.117 of the Act had the employer terminated the employee's employment.

### **16.3 Job search entitlement**

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

## **17. Redundancy**

**17.1** Redundancy pay is provided for in the NES.

## **17.2 Transfer to lower paid duties**

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

## **17.3 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee will be entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but will not be entitled to payment instead of notice.

## **17.4 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee will, at the request of the employer, be required to produce proof of attendance at an interview or they will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) This entitlement applies instead of clause 16.3.

## **17.5 Transitional provisions – NAPSA employees**

## **17.6 Transitional provisions – Division 2B State employees**

# **Part 4—Classifications and Minimum Wage Rates**

## **18. 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 D—Classification Definitions, provided that outdoor club 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.

## **19. Classifications**

The definitions of the classification levels in clause 20—Minimum wages are contained in Schedule D—Classification Definitions.

## 20. Minimum wages

### 20.1 General

An adult employee within a level specified in the following table (other than an apprentice) will be paid not less than the rate per week assigned to the classification, as defined in Schedule D—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 for a fork-lift driver set out in clause 21.2(a) and, for club employees, the additional allowance (where applicable) for first aid set out in clause 21.2(b).

Level	Classification	Minimum weekly wage \$	Minimum hourly wage \$
	Introductory	719.20	18.93
Level 1	Food and beverage attendant grade 1	739.90	19.47
	Guest service grade 1		
	Kitchen attendant grade 1		
Level 2	Child care worker grade 1 (clubs)	768.30	20.22
	Clerical grade 1		
	Cook grade 1		
	Door person/security officer grade 1		
	Food and beverage attendant grade 2		
	Front office grade 1		
	Guest service grade 2		
	Kitchen attendant grade 2		
	Leisure attendant grade 1		
	Maintenance and horticultural employee grade 1		
	Storeperson grade 1		
Level 3	Clerical grade 2	794.70	20.91
	Cook grade 2		
	Food and beverage attendant grade 3		
	Fork-lift driver		
	Front office grade 2		
	Guest service grade 3		
	Handyperson		

<b>Level</b>	<b>Classification</b>	<b>Minimum weekly wage</b>	<b>Minimum hourly wage</b>
		<b>\$</b>	<b>\$</b>
	Kitchen attendant grade 3		
	Leisure attendant grade 2		
	Maintenance and horticultural employee grade 2		
	Storeperson grade 2		
	Timekeeper/security officer grade 2		
Level 4	Clerical grade 3	837.40	22.04
	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 employee grade 3 (tradesperson)		
	Storeperson grade 3		
Level 5	Child care worker grade 2 (clubs)	889.90	23.42
	Clerical supervisor		
	Cook (tradesperson) grade 4		
	Food and beverage and gaming attendant grade 5		
	Front office supervisor		
	Guest service supervisor		
	Maintenance and horticultural employee grade 4		
Level 6	Cook (tradesperson) grade 5	913.70	24.04
	Club manager of a club with a gross annual revenue of less than \$500,000		
	Child care worker grade 3 (clubs)		
Level 7	Level A manager (clubs)	936.70	24.65
Level 8	Level B manager (clubs)	976.30	25.69

<b>Level</b>	<b>Classification</b>	<b>Minimum weekly wage</b>	<b>Minimum hourly wage</b>
		<b>\$</b>	<b>\$</b>
	Maintenance and horticultural management level 1 (clubs)		
Level 9	Level C manager (clubs)	989.30	26.03
Level 10	Level D manager (clubs)	1025.60	26.99
Level 11	Level E manager (clubs)	1063.00	27.97
	Maintenance and horticultural management level 2 (clubs)		
Level 12	Level F manager (clubs)	1130.30	29.74
Level 13	Level G manager (clubs)	1152.40	30.33

**20.2 Managerial staff (Hotels)**

The minimum annual salary payable to employees within the Managerial Staff (Hotels) classification level within Schedule D, will be \$47,597 per annum.

**20.3 Casino gaming classifications**

An adult employee of a classification specified in the table hereunder must be paid not less than the rate per week assigned to the classification, as defined in the Casino Gaming Stream within Schedule D—Classification Definitions, for the work on which the employee is engaged:

<b>Level</b>	<b>Classification</b>	<b>Minimum weekly rate</b>
		<b>\$</b>
	Introductory	739.90
Level 1	Casino electronic gaming employee grade 1	784.70
Level 2	Casino electronic gaming employee grade 2	811.10
	Casino equipment technician grade 1	
	Casino table gaming employee grade 1	
	Customer liaison officer	
	Gaming finance employee grade 1	
Level 3	Casino equipment technician grade 2	837.40
	Gaming finance employee grade 2	
	Security officer grade 1	

Level 3A	Casino table gaming employee grade 2	876.70
Level 4	Casino equipment technician grade 3	889.90
	Gaming finance employee grade 3	
	Security officer grade 2	
Level 5	Casino table gaming employee grade 3	916.40
	Gaming finance employee grade 4	
Level 6	Casino table gaming employee grade 4	942.70
	Gaming finance employee grade 5	
	Surveillance operator	

## 20.4 Apprentice wages

### (a) Cooking and maintenance and horticultural apprenticeship

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

First six months	70%
Second six months	85%
Third six months	Midway between the total rate prescribed for food and beverage attendant grade 2 (waiter) in clause 20.1 and the <a href="#">standard weekly rate</a> ; and
Fourth six months	Midway between the total rate prescribed for third six months, above, and the <a href="#">standard weekly rate</a> .

(c) **Proficiency payments—cooking trade**

(i) **Application**

Proficiency pay as set out in clause 20.4(c)(ii) will apply to apprentices who have successfully completed their schooling in a given year.

(ii) **Payments**

Apprentices must receive the [standard weekly 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:

(1) one occasion only:

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

(2) on two occasions:

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

(3) on all three occasions:

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

(d) **Proficiency payments—waiting trade**

(i) **Application**

Proficiency pay as set out in clause A.1.1(a)(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 weekly rate](#) during the latter half of the second year of apprenticeship.

(e) **Adult apprentices**

(i) The minimum rate for 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 minimum wage for Level 4 in clause 20.1, or the rate prescribed by clause 20.4(a) or 20.4(b) for the relevant year of the apprenticeship, whichever is the greater.

(ii) The minimum rate for 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

clause 20.1, or the rate prescribed by clause 20.4(a) or 20.4(b) for the relevant year of the apprenticeship, 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 must continue to receive the minimum wage that applies to the classification specified in clause 20.1 or 20.3 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

## **20.5 Juniors**

### **(a) Junior employees (other than office juniors not in clubs)**

The minimum rates of wages 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:

<b>Age</b>	<b>% of adult rate</b>
16 years and under	50
17 years	60
18 years	70
19 years	85
20 years	100

### **(b) Junior office employees (other than clubs)**

The minimum rates of wages for junior office employees are the undermentioned percentages of rates prescribed for the grade in which they are working:

<b>Age</b>	<b>% of adult rate</b>
Under 16 years	45
16 years	55
17 years	65
18 years	75
19 years	90
20 years	100

(c) **Junior Employees (clubs)**

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:

<b>Age</b>	<b>% of adult rate</b>
17 years of age and under	60
18 years of age	70
19 years of age	85
20 years of age	100

**20.6 Casual fitness instructors**

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

NOTE: The hourly rate specified in this clause is inclusive of the 25% casual loading in clause 13.

**20.7 Management trainees**

- (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.
- (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.

## 21. Allowances

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

### 21.1 Expenses incurred in the course of employment

#### (a) Meal allowance

##### **Employees (other than Club managers)**

- (i) 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.
- (ii) 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, they must be paid as prescribed above for the meal which they have provided but which is surplus.

##### **Club managers**

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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 (clubs only) 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 paid for 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, hose 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 paid for 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 21.1(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 paid for 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 21.1(c)(iii) will not apply.

(d) **Uniform/laundry allowance—catering employees, including airport catering employees**

Where a catering employer requires any employee to wear any special uniform, dress or 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 paid for by the employer. Unless such uniform, dress or clothing is laundered by the employer, the employee will be paid a laundry allowance of \$6.00 per week; and in the case of regular part-time employees and casual employees, \$2.05 for each uniform laundered.

For the purposes of this clause, black and white attire (not being dinner suit or evening dress), shoes, hose and/or socks are not special clothing.

(e) **Laundry allowance—motel employees**

Where any employee is required to wear a special uniform such uniform must be provided and laundered by the employer free of cost to the employee or if mutually agreed that the employee will launder such uniform the employer must pay the employee an allowance of \$2.40 per uniform laundered with a maximum of \$7.45 per week.

(f) **Vehicle allowance**

Employees defined as Managerial Staff (Hotels) and club employees who are 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 for 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.

(g) **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.

(h) **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.

(i) **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. In these circumstances 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. However, 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.

(j) **Travel allowance—airport catering employees**

All employees engaged by airport catering employers must be paid a travelling allowance of \$6.68 for each day the employee attends work.

(k) **Expenses—club managers**

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.

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.

(l) **Maintenance and horticultural employees training allowance**

Maintenance and horticultural employees of clubs 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.

(m) **Adjustment of expense related allowances**

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.

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:

<b>Allowance</b>	<b>Applicable Consumer Price Index Figure</b>
Meal allowance	Take away and fast foods sub-group
Clothing, equipment and tools allowance	Clothing and footwear group
Vehicle/travel allowance	Private motoring sub-group

**21.2 Allowances for responsibilities or skills that are not taken into account in rates of pay**

(a) **Fork-lift driver**

In addition to the wage rates set out in clause 20.1, a fork-lift driver, must be paid an additional allowance, per week, equal to 1.5% of the [standard weekly rate](#) for all purposes. A part-time or casual fork-lift driver must be paid an additional allowance, per day, equal to 0.3% of the standard weekly rate, to a maximum of 1.5% of the standard weekly rate per week.

(b) **First aid allowance**

A full-time 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 must be paid an additional allowance, per week, equal to 1.2% of the [standard weekly rate](#) if they are appointed by the employer to perform first aid duty.

A part-time or casual employee so appointed must be paid an additional allowance, per day, equal to 0.24% of the standard weekly rate, to a maximum of 1.2% of the standard weekly rate per week.

(c) **Airport catering**

The following supervisory allowances are payable for employees of airport catering employers, and are to be treated as part of the wage rate for all award payment calculations:

<b>Supervisory allowance</b>	<b>% of the <a href="#">standard rate</a> per week</b>
A person required to supervise:	
up to 5 employees	2.00
6 to 10 employees	2.75
11 to 20 employees	3.10
more than 20 employees	5.20

**21.3 Allowance for disabilities associated with the performance of particular tasks or work in particular conditions or locations**

(a) **Broken periods of work**

Employees other than casuals who have a broken work day must receive an additional allowance as follows:

- where the time between periods of work is two hours and up to three hours—an allowance per day equal to 0.33% of the [standard weekly rate](#); or
- where the time between periods of work is more than three hours—an allowance per day equal to 0.5% of the [standard weekly rate](#).

(b) **Overnight stay allowance**

Where an employee is requested to stay on the employer's premises for the purpose of providing prompt assistance to guests outside of ordinary business operating hours, the following arrangements will apply:

- (i) The employee will be paid an amount equal to 6% of the [standard weekly rate](#) per overnight stay period;

- (ii) This payment will be deemed to provide compensation for the overnight stay and also includes compensation for all work necessarily undertaken by an employee up to an hour's duration;
- (iii) Any work necessarily performed during an overnight stay period by an employee in excess of a total of one hour's duration must be paid for at the rate of 150%; and
- (iv) Time worked in accordance with this provision will not be taken into account for the purposes of hours of work, overtime, leave accruals and the like.

#### **21.4 District allowances**

#### **21.5 Accident pay**

### **22. Supported wage system**

See Schedule E

### **23. National training wage**

- 23.1** Schedule E to the Miscellaneous Award 2010 sets out minimum wage rates and conditions for employees undertaking traineeships.
- 23.2** This award incorporates the terms of Schedule E to the Miscellaneous Award 2010 as at 1 July 2017. Provided that any reference to "this award" in Schedule E to the Miscellaneous Award 2010 is to be read as referring to the Hospitality Industry (General) Award 2010 and not the Miscellaneous Award 2010.

### **24. School-based apprenticeship**

See Schedule G

### **25. Higher duties**

- 25.1** Except for Food and beverage attendants grade 2 and 3 as defined in Schedule D—Classification Definitions an employee engaged for two or more hours of one day on duties carrying a higher rate than their ordinary classification must be paid the higher rate for such day. If for less than two hours the employee must be paid the higher rate for the time so worked.
- 25.2** A higher paid employee will, when necessary, temporarily relieve a lower paid employee without loss of pay.

### **26. Payment of wages**

- 26.1** Except upon the termination of employment, all wages including overtime must 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 Friday.

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

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

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

**26.4** Where an employee is paid their wages by cash or cheque and the employee is left waiting at the workplace to be paid for more than 15 minutes, the employee must be paid overtime rates after that 15 minutes for the duration spent waiting at the workplace.

**26.5** Employees who are not paid by electronic funds transfer and whose rostered day off falls on pay day must be paid their wages, if they so desire, before going off duty on the working day prior to their day off.

## **27. Salary arrangements**

### **27.1 Annualised Salary (Employees other than Managerial Staff (Hotels) or in Clubs)**

This clause applies to employees other than those classified as Managerial Staff (Hotels) or in Clubs.

- (a) As an alternative to being paid by the week according to clause 20—Minimum wages, by agreement between the employer and the employee, the employer may pay the employee at a rate equivalent to an annual salary of at least 25% or more above the rate prescribed in clause 20—Minimum wages, times 52 for the work being performed. The employer and the individual employee must genuinely make the agreement without coercion or duress.
- (b) An agreement provided for in subclause 27.1(a) will:
  - (i) have regard to the pattern of work in the employee's occupation, industry or enterprise but must not disadvantage the employee involved; and
  - (ii) unless the parties otherwise agree, relieve the employer of the requirements under clauses 32—Penalty rates and 33—Overtime (or other award clauses prescribing monetary entitlements, as specified in the agreement) to pay penalty rates and/or overtime (or other specified award-derived monetary entitlements) that the employer would otherwise be obliged to pay in addition to the weekly award wage for the work performed and the hours worked by the employee, provided that the salary paid over a year will be sufficient to cover what the employee would have been entitled to if all award overtime and penalty rate payment obligations (and other monetary entitlements specified in the agreement) had been complied with.

- (c) Provided further in the event of termination of employment prior to completion of a year the salary paid during such period of employment will be sufficient to cover what the employee would have been entitled to if all award overtime and penalty rate payment obligations had been complied with.
- (d) An employee being paid according to this clause will be entitled to a minimum of eight days off per four week cycle. If such an employee is required to work on a public holiday, they are entitled to paid time off that is of equal length to the time worked on the public holiday or the equal length of time worked to be added to their annual leave entitlement.
- (e) Where payment in accordance with this clause is adopted, the employer must keep a daily record of the hours worked by an employee which will show the date and start and finish times of the employee for the day. The record must be countersigned weekly by the employee and must be kept at the place of employment for a period of at least six years.

## **27.2 Salaries absorption (Managerial Staff (Hotels))**

This clause applies to those employees classified as Managerial Staff.

- (a) Managerial Staff who are paid a salary of 25% in excess of the minimum annual salary rate of \$47,597 per annum as in clause 20.2 (in receipt of a salary of at least \$59,496 per annum), will not be entitled to the benefit of the terms and conditions within the following clauses:
  - clause 12—Part-time employment;
  - clause 21—Allowances;
  - clause 29—Ordinary hours of work (Full-time and part-time employees)
  - clause 31—Breaks;
  - clause 32—Penalty rates;
  - clause 33—Overtime;
  - clause 34.2—**Payment for annual leave;**
  - clause 37.1(b)(i) Additional arrangements for full-time employees (on public holidays);
  - clause 39—Provision of employee accommodation and meals.
- (b) An employee being paid according to clause 27.2(a) will be entitled to a minimum of eight days off per four week cycle.
- (c) An employee being paid according to clause 27.2(a) who works on a public holiday will be entitled to paid time off that is of equal length to the time worked on the public holiday. This time is to be taken within 28 days of accruing it.
- (d) For the purpose of calculating the weekly equivalent of the annual salary rates prescribed by this clause, the divisor of 52 will be used and the resultant amount will be taken to the nearest 10 cents. All calculations required to be made under

this award for the purpose of determining hourly amounts payable to an employee will be calculated on the weekly equivalent of the annual salary.

- (e) Managerial Staff will be reimbursed for all monies reasonably expended for and on behalf of the employer subject to hotel policy or approval.

### **27.3 Payment of salaries**

In such circumstances and despite clause 26.2, where an employee is being paid in accordance with clause 27.1 or clause 27.2, the employer may elect to pay the employee monthly.

### **27.4 Managerial Staff (Clubs)**

#### **(a) Managerial classifications—levels 7–13 inclusive in clause 20.1**

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

- 25—Higher duties;
- 21.3(a)—Broken shifts;
- 9—Ordinary hours of work and rostering (other than sub clause 29(f)—Special provisions for accrued rostered days off—club managers);
- 33(s)—Recall to duty—club managers;
- 33—Overtime; and
- 32—Penalty rates (other than penalty rate provisions relating to public holidays (see clause 32));

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 D—Classification Definitions.

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

- 21.1(a)—Meal allowance;
- 21—Uniforms—club managers;
- 21.1(e)—Vehicle allowance;
- 25—Higher duties;
- 21.3(a)—Broken shifts;
- 29—Ordinary hours of work and rostering;
- 33(s)—Recall to duty—club managers;
- 33—Overtime;
- 32—Penalty rates; and

- 37.1(a)—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 D—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 (Clubs)**

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 21.1(a)—Meal allowance; clause 31—Meal breaks; clause 29—Ordinary hours of work and rostering; clause 33—Overtime; and clause 37—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.

## **28. Superannuation**

### **28.1 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.

### **28.2 Employer contributions**

- (a) 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.
- (b) The employer must make contributions for each employee for such month where the employee earns \$350.00 or more in a calendar month.

### **28.3 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 28.2.
- (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 28.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 28.3(a) or (b) was made.

### **28.4 Superannuation fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 28.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 28.2 and pay the amount authorised under clauses 28.3(a) and (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;
- (g) InTrust Super;
- (h) CareSuper;
- (i) Westscheme Superannuation Fund;
- (j) 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
- (k) a superannuation fund or scheme which the employee is a defined benefit member of.

### **28.5 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 28.2 and pay the amount authorised under clauses 28.3(a) or (b):

- (a) **Paid leave**—while the employee is on any paid leave;

- (b) **Work-related injury or illness**—in respect of any employee entitled to accident pay 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**

### **29. Ordinary hours of work (Full-time and part-time employees)**

#### **29.1 Full-time employees**

- (a) The average of 38 hours per week is to be worked in one of the following ways:
- a 19 day month, of eight hours per day;
  - four days of eight hours and one day of six hours;
  - four days of nine and a half hours per day;
  - five days of seven hours and 36 minutes per day;
  - 152 hours each four week period with a minimum of eight days off each four week period;
  - 160 hours each four week period with a minimum of eight days off each four week period plus a rostered day off;
  - any combination of the above.
- (b) 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 29.1(a) and must meet the following conditions:
- (i) In the case of the hospitality industry:
    - A minimum of six hours and a maximum of 11 and a half hours may be worked on any one day. The daily minimum and maximum hours are exclusive of meal break intervals.
    - An employee cannot be rostered to work for more than 10 hours per day on more than three consecutive days without a break of at least 48 hours immediately following.
    - No more than eight days of more than 10 hours may be worked in a four week period.
    - Where broken shifts are worked the spread of hours can be no greater than 12 hours per day.

- (ii) In the case of clubs:
- the ordinary hours (exclusive of meal breaks) for a 19 day month of eight hours per day must not exceed eight per day or shift, worked within a spread of 11 hours per day;
  - the ordinary hours (exclusive of meal breaks) for four days of eight hours and one of six hours must 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;
  - the ordinary hours (exclusive of meal breaks) for four days of 9.5 hours per day must be worked within a spread of 12 hours;
  - the ordinary hours (exclusive of meal breaks) for five days of seven hours 36 minutes per day worked within a spread of 10.5 hours;
  - the ordinary hours (exclusive of meal breaks) for 152 hours per each four week period must include a minimum of eight normal rostered days off per each four week period; or
  - any combination of the above.
- (c) In addition to the conditions set out under clause 29.1(b), where the agreed hours of work arrangement provides for 160 hours per four week period with a rostered day off, the arrangement will be subject to the following:
- (i) No employee is to work more than 10 days in a row without a rostered day off.
  - (ii) Where practicable the rostered day off must be contiguous with an employee's normal days off.
  - (iii) Rostered days may be banked, up to a maximum of five days.
  - (iv) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
  - (v) If a rostered day off falls on a public holiday then, where practicable, the next day is to be taken as the rostered day off.
  - (vi) The entitlement to a rostered day off on full pay is subject to the following:
    - (A) each day of paid leave, except annual leave and long service leave, and any public holiday occurring during the four week cycle must be regarded as a day worked for accrual purposes; and
    - (B) an employee who has not worked a complete four week cycle in order to accrue a rostered day off must be paid a pro rata amount for credits accrued for each day worked in the cycle. The pro rata amount is 24 minutes pay for each eight hour day worked.

(d) In addition to the conditions set out under clause 29.1(b), where the agreed hours of work arrangement provides for 152 hours each four week period, the arrangement will be subject to the following:

- No employee is to work more than 10 days in a row without a rostered day off;
- Where an employee works more than 20 days each four week period, the 21st and any subsequent days worked in the four week period must be paid at the rates prescribed in clause 33—Overtime.

(e) 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.

(f) Special provisions for accrued rostered days off—club managers

- (i) 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.
- (ii) Where the employer and an employee mutually agree in writing to substitute an alternative method of taking time off, then that method will apply.
- (iii) 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.
- (iv) 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.
- (v) An employee who works on their rostered day(s) off as directed will be paid at overtime rates for all hours so worked.
- (vi) 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.
- (vii) Where details of work are not submitted in accordance with clause 26.8(f), no entitlement to payment will arise.
- (viii) 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.

- (ix) 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.
- (x) 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).
- (xi) 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.
- (xii) 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(h) 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.

## **29.2 Part-time employees**

A part-time employee's rostered hours of work under clause 12.5 must meet the following conditions:

- (a) A minimum of three hours and a maximum of 11 and a half hours be worked on any one day. The daily minimum and maximum hours are exclusive of meal break intervals.
- (b) An employee cannot be rostered to work for more than 10 hours per day on more than three consecutive days without a break of at least 48 hours immediately following.
- (c) No more than eight days of more than 10 hours may be worked in a four week period.
- (d) Where broken shifts are worked the spread of hours can be no greater than 12 hours per day.

## **29.3 Catering in remote locations**

- (a) Notwithstanding clauses 0 to 29.1(d) catering employers servicing clients in remote locations, may schedule work over consecutively recurring cycles followed by consecutive non-working days. Such work cycles will only be altered or introduced by agreement between an employer and the majority of their employees.

- (b) The total ordinary hours of work during a cycle will not exceed 40 hours multiplied by the number of working and non-working weeks in the cycle.
- (c) Overtime rates will be paid for any time in excess of eight hours per day or in excess of the total ordinary hours prescribed in clause 29.3(a)
- (d) Wages may be paid according to a weekly average of the ordinary hours worked even though more or less than 40 ordinary hours may be worked in any particular week of the work cycle.
- (e) An employee whose hours of duty are worked in accordance with this clause will accrue an entitlement to paid accrued days off in accordance with the provisions of clause 29.1(c).
- (f) An employee will have no entitlement to payment for the non-working days.

#### **29.4 Make-up time**

- (a) Make-up time means an arrangement under which an employee takes time off during their ordinary hours of work and makes up that time later. The employer and a majority of employees in a workplace may agree to introduce make-up time subject to the following conditions:
  - (i) An employer who intends to introduce make-up time will consult with its employees and their representatives.
  - (ii) After the employer and a majority of employees have agreed to introduce make-up time an employee may elect, with the consent of their employer, to work make-up time.
- (b) Make-up time arrangements must comply with the conditions set out in clauses 31—Breaks and 32—Penalty rates.
- (c) The employer must record make-up time arrangements in the time and wages records.

### **30. Rostering**

**30.1** A roster for full-time and part-time employees must be prepared by the employer and must be posted in a conspicuous place accessible to the employees concerned indicating:

- (a) The name of each employee concerned and their starting and finishing times; and
- (b) A minimum 10 hour break between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day. In the case of changeover of rosters, eight hours will be substituted for 10 hours.

**30.2** 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 should be given provided that the days off may be changed by mutual consent or through sickness or other cause over which the employer has no control.

## **31. Breaks**

### **Other than clubs**

#### **31.1 Breaks**

An employee (including a casual employee) who is required to work a shift of more than five hours and up to six hours may elect to take an unpaid meal break of up to 30 minutes during the shift and the employer shall not unreasonably refuse the request.

#### **31.2 Longer shifts**

- (a) If the employee is required to work a shift of more than six hours and up to eight hours, the employee is entitled to an unpaid meal break of no less than 30 minutes. The unpaid break may be taken no earlier than two hours after starting work and no later than six hours of starting work.
- (b) If the employee is required to work a shift of more than eight hours and up to 10 hours, the employee is entitled to an unpaid break of no less than 30 minutes and an additional 20 minute paid break (which may be taken as two 10 minute paid breaks).

The unpaid break may be taken no earlier than 2 hours after starting work and no later than six hours after starting work. Breaks should be spread evenly across the shift.

- (c) If the employee is required to work a shift exceeding 10 hours, the employee is entitled to an unpaid break of no less than 30 minutes and two 20 minute paid breaks. The unpaid break may be taken no earlier than two hours after starting work and no later than 6 hours after starting work. Breaks should be spread evenly across the shift.

#### **31.3 Request for unpaid meal break**

- (a) Where an employee elects to take an unpaid break, the request must be made in writing no later than at the commencement of a shift and the employer shall not unreasonably refuse the request.
- (b) The written request will apply to all shifts undertaken by the employee of more than five hours, unless otherwise agreed between the employee and employer. This arrangement may be reviewed at any time.

#### **31.4 Break not given**

For a shift of more than six hours, if the employer does not release an employee for an unpaid meal break the employee shall be paid at the rate of 50% of the ordinary hourly rate extra for each hour or part of an hour from six hours after the employee started work until the employer gives the employee the unpaid meal break, or until the shift ends.

#### **31.5 Entitlement to additional breaks**

- (a) If the employer requires an employee to work more than five continuous hours after an unpaid break, the employer must give the employee an additional 20 minute paid break.

- (b) If the employer requires an employee to work more than two hours' overtime after the employee completes his or her rostered hours, the employer must give the employee an additional 20 minute paid break.

## **Clubs**

**31.6** 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.

**31.7** If an employee is not given a meal break in accordance with clause 32.5 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.

**31.8** 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.

**31.9** Where the club employs fewer than 10 people covered by this award, then the break prescribed by clause 32.6 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 32.6 will not apply.

**31.10** 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 32.5.

**31.11** 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.

**31.12** 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.

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.

## 32. Penalty rates

32.1 An employee performing work on the following days will be paid the following percentage of the minimum wage rate in clause 20—Minimum wages for the relevant classification:

	<b>Full-time and part-time employees</b>	<b>Casual employees (inclusive of 25% loading)</b>
	%	%
<b>Monday to Friday</b>	100	125
<b>Saturday (clubs only)</b>		
to 30 June 2018 <sup>9</sup>	150	150
1 July 2018 <sup>9</sup> – 30 June 2020	145	150
1 July 2020 – 30 June 2021	135	150
From 1 July 2021	125	150
<b>Saturday (other than clubs)</b>	125	150
<b>Sunday (clubs only)</b>		
to 30 June 2019	175	175
1 July 2019 – 30 June 2020	170	175
1 July 2020 – 30 June 2021	160	175
From 1 July 2021	150	175
<b>Sunday (other than clubs)</b>		
to 30 June 2018	170	175
1 July 2018 – 30 June 2019	160	175
From 1 July 2019	150	175
<b>Public holiday</b>	225	250

A maintenance and horticultural employee performing work on the following days will be paid the following percentage of the minimum wage rate in clause 20—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%

## 32.2 Public holidays

- (a) An employee other than a casual working on a public holiday will be paid for a minimum of four hours' work. A casual employee working on a public holiday will be paid for a minimum of two hours' work.
- (b) Employees (other than casuals) who work on a prescribed holiday may, by agreement, perform such work at their applicable ordinary hourly rate plus 25% additional loading rather than the penalty rate prescribed in clause 32.1, 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, *and is not prescribed as a public holiday under the NES* will be paid an additional loading of 25% of their applicable ordinary hourly rate for the hours worked on that day and will also be entitled to the benefit of a substitute day.

*NOTE: CAI has sought the inclusion of the italicised words which currently appear in the HIGA in the Public Holidays Common Issue Proceedings (AM2014/301)*

### **32.3 Other penalty**

Employees will be entitled to the following additional penalty for work performed at the following times:

- (a) Monday–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;
- (b) Monday–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.

### **32.4 Penalty rates not cumulative**

Except as provided in clause 31—Breaks, where time worked is required to be paid for at more than the ordinary rate such time will not be subject to more than one penalty, but will be subject to that penalty which is to the employee’s greatest advantage.

## **33. Overtime**

### **33.1 Reasonable overtime**

- (a) Subject to clause 33.1(b) an employer may require an employee to work reasonable overtime at overtime rates.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
  - (i) any risk to the employee’s health and safety;
  - (ii) the employee’s personal circumstances including any family responsibilities;
  - (iii) the needs of the workplace or enterprise;
  - (iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and
  - (v) any other relevant matter.

### **33.2 Entitlement to overtime rates**

- (a) A full-time employee is paid at overtime rates for any work done outside of the hours set out in clause 29—Ordinary hours of work;

- (b) A part-time employee is paid at overtime rates in the circumstances specified in clause 12.8;
- (c) A casual employee is paid at overtime rates in the circumstances specified in clause 13.4.

### **33.3 Overtime rates**

- (a) The following overtime rates are payable to an employee, depending on the time at which the overtime is worked:
  - (i) Monday to Friday: 150% of their ordinary hourly rate for the first two hours of overtime; and 200% of their ordinary hourly rate for the rest of the overtime
  - (ii) Between midnight Friday and midnight Sunday: 200% of their ordinary hourly rate.
- (b) When a full-time or part-time employee works overtime on a rostered day off the following apply:
  - (i) Subject to clause 33.3(b)(ii), the employee shall be paid 200% of their ordinary hourly rate for at least four hours even if they work for less than four hours
  - (ii) The four hour minimum payment does not apply to work which is part of the normal roster which began the day before the rostered day off or when overtime worked is continuous from the previous day's duty.
- (c) Overtime **stands alone**  
Overtime worked on any day stands alone.

### **33.4 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) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 33.4.
- (c) An agreement must state each of the following:
  - (i) the number of overtime hours to which it applies and when those hours were worked;
  - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
  - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
  - (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule J. There is no requirement to use the form of agreement set out at Schedule J. An agreement under clause 33.4 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

- (d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 33.4 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) 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.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 33.4 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.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), 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.
- (h) The employer must keep a copy of any agreement under clause 33.4 as an employee record.
- (i) 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.
- (j) 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 33.4 will apply, including the requirement for separate written agreements under paragraph (b) 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).

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 33.4 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 33.4.

### **33.5 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.

## **Part 6—Leave and Public Holidays**

### **34. Annual leave**

#### **34.1 Leave entitlement**

Annual leave is provided for in the NES. It does not apply to casual employees.

##### **Other than Clubs**

For the purpose of the additional week of leave provided by the NES, a **shiftworker** is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.

##### **Clubs**

For the purpose of the additional week of leave provided by the NES, a **shiftworker** is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays, and includes a club manager.

#### **34.2 Payment for annual leave**

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

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.

#### **34.3 Close-down**

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

#### **34.4 Special leave without pay arrangements in respect of catering provided for boarding schools and residential colleges**

Where an employee is employed at or in connection with catering functions in primary and secondary boarding schools or residential colleges associated with tertiary educational institutions the following provisions apply:

- (a) An employee may be required to take leave without pay during official term breaks, semester breaks and the Christmas/summer vacation (the relevant period) provided that:
- an employee will be given as much notice as is practicable of the start and finish of the relevant period. Such notice must be at least one week. The notice must be provided to the employee in writing. Once the notice is provided to the employee, the period of leave without pay may be varied by agreement between the employee and employer;
  - an employee may take accrued annual leave or long service leave during the relevant period;
  - all periods of leave without pay will count for the purposes of accruing personal/carer's leave, annual leave and long service leave;
  - if appropriate work is available for the employee to perform during the relevant period, an employee will be offered that work. For the purposes of this subclause, appropriate work is work able to be performed by the employee within the employee's skills and experience; and
  - where an employee performs appropriate work, the employee will be paid at the rate applicable to the work performed.
- (b) No employee will have their employment terminated by reason of not being able to perform work during the relevant period.

### **34.5 Annual leave in advance**

- (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
  - (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 34.5 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 34.5 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 34.5, 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.

### **34.6 Cashing out of annual leave**

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 34.6.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 34.6.
- (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 34.6 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 34.6 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 34.6 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 34.6.

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 34.6.

Note 3: An example of the type of agreement required by clause 34.6 is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I.

### **34.7 Excessive leave accruals: general provision**

Note: Clauses 34.7 to 34.9 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 34.1).

- (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 34.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 34.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

**34.8 Excessive leave accruals: direction by employer that leave be taken**

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 34.7(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 34.7, 34.8 or 34.9 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 A.1.1(a)(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.

**34.9 Excessive leave accruals: request by employee for leave**

- (a) Clause 34.9 comes into operation from 29 July 2017.

- (b) If an employee has genuinely tried to reach agreement with an employer under clause 34.7(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.
- (c) However, an employee may only give a notice to the employer under paragraph (b) 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 34.8(a) that, when any other paid annual leave arrangements (whether made under clause 34.7, 34.8 or 34.9 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under paragraph (b) 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 34.7, 34.8 or 34.9 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.
- (e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 34.1) in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

### **35. Personal/carer's leave and compassionate leave**

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

### **36. Community service leave**

Community service leave is provided for in the NES.

## **37. Public holidays**

### **37.1 National Employment Standards**

#### **(a) Public holidays are provided for in the NES**

- (i) 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.
- (ii) 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.

#### **(c) Arrangements for part-time employees**

Part-time employees are entitled to public holidays prescribed in s.115 of the Act without loss of pay if those public holidays fall on days on which hours of work are rostered under clause 12.5. Part-time employees who work on a public holiday must be paid in accordance with clause 32.

*NOTE: These changes have been sought to this clause in the Public Holidays Common Issue Proceedings (AM2014/301)*

## **Part 7—Industry Specific Provisions**

### **38. No deduction for breakages or cashiering underings**

An employer must not deduct any sum from the wages or income of an employee in respect of breakages or cashiering underings except in the case of wilful misconduct.

### **39. Provision of employee accommodation and meals**

#### **39.1 Right to make deductions**

When an employer provides their employees with accommodation, meals or both, then the employer may deduct an amount of money from the employee's wages in accordance with this clause.

#### **39.2 Adult employees**

The amounts set out in the table below may be deducted from the wages of an adult employee for the provision of accommodation, meals or both by their employer. The same amounts may be deducted from the wages of a junior employee in receipt of adult wages.

<b>Service provided</b>	<b>Deduction \$ per week</b>
Single room and 3 meals a day	209.35
Shared room and 3 meals a day	204.12

<b>Service provided</b>	<b>Deduction \$ per week</b>
Single room only, no meals	198.88
Shared room only, no meals	193.65
A meal	8.37

NOTE: The 'Single room and 3 meals a day' amount is calculated at 25% of the [standard weekly rate](#). The following internal relativity is then applied:

	<b>%</b>
Single room and 3 meals a day	100
Shared room and 3 meals a day	97.5
Single room only, no meals	95.0
Shared room only, no meals	92.5
A meal	1% of the <a href="#">standard weekly rate</a>

### **39.3 Junior employees receiving junior rates**

The amounts set out in the table below may be deducted from the wages of a junior employee who is being paid junior rates of pay for the provision of accommodation, meals or both by the employer. The amount which may be deducted depends on the age of the employee.

<b>Service provided</b>	<b>Age</b>	<b>Deduction</b>	<b>Deduction per week</b>
		<b>% of adult deduction</b>	<b>\$</b>
Single room and 3 meals a day	15 yrs & under	45	94.21
	16 yrs	55	115.14
	17 yrs	70	146.55
	18 yrs	80	167.48
	19 yrs	90	188.42
Shared room and 3 meals a day	15 yrs & under	45	91.85
	16 yrs	55	112.27
	17 yrs	70	142.88
	18 yrs	80	163.30
	19 yrs	90	183.71
Single room only; no meals	15 yrs & under	45	89.50
	16 yrs	55	109.38
	17 yrs	70	139.22
	18 yrs	80	159.10
	19 yrs	90	178.99

Service provided	Age	Deduction	Deduction
		% of adult deduction	per week \$
Shared room only; no meals	15 yrs & under	45	87.14
	16 yrs	55	106.51
	17 yrs	70	135.56
	18 yrs	80	154.92
	19 yrs	90	174.29
A meal	Same rate all ages	—	8.37

#### 39.4 Deductions for meals

An employer may deduct an amount from an employee's wages for providing the employee with a meal only if:

- (a) the employee does not live in accommodation provided by the employer; and
- (b) the meal is provided during the employee's normal working hours.

#### 39.5 Accommodation—club managers

- (a) 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.
- (b) 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.

#### 40. Professional development leave—club managers

- (a) This clause applies only to club managers.
- (b) 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.
- (c) Professional development leave is only available for the purpose of undertaking continuing education and industry activity programs.
- (d) The entitlement to paid professional development leave is dependent on:
  - (i) 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;

- (ii) the granting of leave not unduly affecting the operation of the club; and
  - (iii) 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.
- (e) The club will reimburse an employee for any costs associated with undertaking continuing education programs and industry activities.

## **Schedule A —Transitional Provisions**

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

### **A.1 General**

**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.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,
- (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**

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.

**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 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.8.1** 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.

**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.

## **A.9 Public holidays**

**A.9.1** (a) A full-time employee engaged as at [date of decision] whose rostered day off falls on a public holiday must, subject to clause 32.2:

- (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 (a) does not apply in relation to Easter Saturday, if employees have their ordinary hours rostered only on Monday to Friday.**

(c) From the following dates the employer must pay no less than the provisions in (a) minus the proportion of the transitional percentage:

### **First full pay period on or after**

1 July 2018	75%
1 July 2019	50%
1 July 2020	25%

(d) Clause A.9 shall cease to apply on 30 June 2021.

## Schedule B—Transitional Provisions in respect of South Australia

NOTE: The transitional provisions in respect of South Australia in this Schedule operate instead of the general transitional provisions in Schedule A in respect of the particular modern award provisions dealt with in this Schedule. The transitional provisions in this Schedule apply to all employers in the hospitality industry who meet the conditions of B.1.1 and B.1.2

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 4.1(a) to (m) also apply to State Referred Employers.

**B.1.1** Clause B.3.1 of Schedule B applies throughout South Australia to employers in the hospitality industry who hold a Hotel Licence, Entertainment Venue Licence, a Small Venue Licence or a Special Circumstances Licence (including those that previously held a General Facility Licence).

**B.1.2** Clause B.3.2 of Schedule B applies throughout South Australia to employers in the hospitality industry who hold a Hotel Licence, a Small Venue Licence, a Special Circumstances Licence or Residential Licence.

### **B.1.3 Division 2B State Referred Employers and Employees**

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 hospitality industry State Referred Employers who meet the license coverage criteria of B.1.1 and/or B.1.2 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 apply from 1 January 2010 to employers covered by an award-based transitional instrument immediately prior to 1 January 2010. It will apply from 1 January 2011 to employers covered by a Division 2B State award immediately prior to 1 January 2011. The Schedule 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 or RA150066–SA]**

#### **(a) Minimum rates of pay**

The provisions of clause 20, of the award and in particular 20.1—General Minimum Weekly and Hourly Wages, do not apply to State Referred Employers covered by B.3.1 until the first full pay period commencing on or after 1 February 2011.

Refer to clause B.1.3–Division 2B State Referred Employers for more information.

**(b) Part-time employment** [clause 12 in the award]

- (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\(fa\)\(ii\)](#) within this Schedule.
- (v) All time worked in excess of eight hours per day, outside the spread of hours specified in clause 29.2 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(g)(ii) of this schedule.
- (vi) A part-time employee who is employed under the provisions of this clause must be paid for ordinary hours at the rate of 1/38<sup>th</sup> of the weekly rate prescribed in clause 20—Minimum wages, of the award, plus a 10% loading.

The 10% loading is not payable in circumstances where the following loadings apply:

- Saturday (clause [B.3.1\(fa\)\(ii\)](#))
- Sunday (clause [B.3.1\(fa\)\(ii\)](#))
- Public holidays (clause [B.3.1\(fa\)\(ii\)](#))
- Overtime (clause B.3.1(g))

The part-time loading is payable in addition to any allowance payable under clause [B.3.1\(fb\)](#).

**(c) Apprentice wages** [clause 20.4 in the award]

- (i) **Cooking apprenticeship**
  - A person who has completed a full apprenticeship for cooking must be paid not less than the [standard rate](#).

- An employee apprenticed in the cooking trade will be paid the percentage of the standard rate, as follows:

Year	2010	2011	2012	2013
	%	%	%	%
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.

(d) **Junior employees (other than office juniors) [clause 20.5(a) in the award]**

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
	%	%	%	%	%
16 years and under	60	57.5	55	52.5	50
17 years	60	60	60	60	60
18 years	70	70	70	70	70
19 years	85	85	85	85	85
20 years	95	95	95	Adult	Adult
21 years	Adult	Adult	Adult	Adult	Adult

(e) **Allowance for disabilities associated with performance of particular tasks or work in particular conditions or locations**

(i) **Broken periods of work [clause 21.3(a) in the award]**

- Employees other than casuals who have a broken work day must receive an additional allowance for the spread of hours described in clause 29—Ordinary hours of work, in the award, as follows:

	Rate per day % of <u>standard weekly rate</u>
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

- Provided that where any such broken work period extends into any period for which clause [B.3.1\(fb\)](#)—Other penalty, or clause [B.3.1\(g\)](#)—Overtime of this schedule apply, the penalties or allowances will not be cumulative, but the highest applicable penalty or allowance will apply.

**(f) Penalty rates** [clause 32 in the award]

- (fa)(i)** Sub-clauses [B.3.1\(fa\)\(ii\)](#) and [B.3.1\(fa\)\(iii\)](#) outlined below replace sub-clause 32.1 and 32.3—**Other penalty**, in the award.

Sub-clauses 32.2—**Public holidays** and 32.4—**Penalty rates not cumulative**, as contained in clause 32—Penalty rates, of the award will continue to apply as from 1 January 2010.

- (fa)(ii)** 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 20—Minimum wages for the relevant classification:

**(fa)(ii)(1) Front of house employees**

	<b>Monday to Friday</b>	<b>Saturday</b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>%</b>	<b>%</b>	<b>%</b>	<b>%</b>
Full-time	100	150	200	250
Part-time	110	150	200	250

(inclusive of the 10% loading in clause [B.3.1\(b\)\(vi\)](#))

**(fa)(ii)(2) Back of house employees**

	<b>Monday to Friday</b>	<b>Saturday</b>	<b>Sunday</b>	<b>Public holiday</b>
	<b>%</b>	<b>%</b>	<b>%</b>	<b>%</b>
Full-time	100	150	175	250
Part-time	110	150	175	250

(inclusive of the 10% loading in clause [B.3.1\(b\)\(vi\)](#))

- (fa)(ii)(3)** In clause [B.3.1\(fa\)\(ii\)\(1\)](#) and [B.3.1\(fa\)\(ii\)\(2\)](#) the following definitions apply:

**Front of house (FOH)** will mean:

A Food and Beverage Attendant of any level or employee holding approval as a Gaming Employee or Gaming Manager who is engaged in any one of the following:

- Supplying, dispensing or mixing of liquor from a bar or the sale of liquor from the bottle department; or

- Assisting in the cellar or bottle department with or without supervision or having full control of a cellar or liquor store (including the receipt, delivery and recording of goods within the cellar or liquor store).

***Back of House (BOH)*** will mean:

An employee who is engaged in any one of the following classifications as set out in this clause:

- Kitchen
- Guest services
- General
- Food and Beverage Attendant or employee holding approval as a Gaming Employee or Gaming Manager serving but not dispensing alcohol or other beverages.

**(fa)(iii) Rates of pay for casual employees**

- Casual employees must be paid per hour at the rate of 1/38<sup>th</sup> of the weekly rate prescribed for the work performed plus 50%.
- Casual employees will not be entitled to any loadings for work performed between 7.00 pm and 7.00 am, Monday to Friday, on Saturday or Sunday or for work performed on a public holiday or overtime.
- The allowances contained within 21—Allowances, of the award, will not be payable to casuals employed in accordance with this Schedule.

[‘Front of house’ heading inserted by administrative error; deleted 28Jul11]

**(fb) Other penalty**

- (i) An employee (other than a casual employee) who is required to work any of their ordinary hours between the hours of 7.00 pm and 7.00 am, Monday to Friday inclusive, will be paid an additional amount of 0.25% of the [standard weekly 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 weekly rate](#);
  - an employee (other than a casual employee) who is required to work their total ordinary hours between 7.00 pm and 7.00 am Monday to Friday inclusive will be paid 0.25% of the [standard weekly rate](#) per hour, with a minimum payment in the case of a full-time employee only of 1.85% of the [standard weekly rate](#) per day; and
  - this clause will not apply on any of the public holidays prescribed in the NES.

**(g) Overtime** [clause 33 in the award]

**(i) Entitlement to overtime rates**

- A full-time employee is paid at overtime rates for any work done outside of the hours set out in clause 29—Ordinary hours of work.
- A part-time employee is paid at overtime rates in the circumstances specified in clause B.3.1(b)(v) in this Schedule.

**(ii) Overtime rates**

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% of 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% of 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–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%.

**(iii) Overtime stands alone**

Overtime worked on any day stands alone.

**(h) Breaks**

Clause B.3.1(h) replaces clause 31 of the award.

**(ha)** Each employee (not being a casual employee) will be granted a meal interval of not less than 30 minutes and not more than 60 minutes to be commenced:

- At any time after completion of one and a half hour's work but no later than five hours after commencement of duty; or
- At any time after completion of one hour's work but no later than six hours after commencement of duty, provided that where an employee is required to work for more than five hours before such a meal break then an employee will be allowed a 20 minute meal break without loss of pay during such work periods at a time suitable to the employer between two and five hours worked.

Where it is not possible to grant an employee such meal breaks, the employee will be paid at the rate of the day plus half time additional at the ordinary weekly rate until released for a meal. Provided further that where an employee is required to work in excess of five hours after their first meal interval the employee will be granted a further meal interval of 20 minutes to be treated as time worked.

- (hb) Where an employee is required to work overtime and such overtime follows the completion of the employees' normal hours of work a 20 minute paid meal break will be allowed where such overtime exceeds two hours work.
- (hc) Notwithstanding the provisions of clause B.3.1(ha), employees rostered to work more than ten ordinary hours in a shift will be entitled to two paid 20 minute meal breaks in addition to an unpaid meal break of at least half an hour. In rostering for these breaks, the employer will make all reasonable efforts to provide these breaks at a time which gives the employees an even mix of work time and breaks.

**(hd) Casual employees—meal times and meals**

A casual employee required to work for a continuous period in excess of six hours, will be granted an unpaid meal interval of 30 minutes to be commenced after completing not less than two hours of duty and will not work in excess of six hours without a meal break. Provided that where it is not possible to grant the meal interval on any day, the employer will pay the casual employee in addition to time worked, 60 minutes at the applicable rate.

Provided further that a casual employee required to work for a continuous period in excess of five hours but no more than six hours will be granted an unpaid meal interval of 20 minutes during such work period at a time suitable to the employer between two and five hours worked. Where it is not possible to grant such break the employer will pay the casual employee in addition to time worked, 20 minutes at the applicable rate.

**(i) Classification Definitions [Schedule D in the award]**

**Food and beverage [D.2.1 in the award]**

(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:

- 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 both food 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.
- (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 co-ordination 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.

### **B.3.2 Clerks (Clubs, Hotels and Motels) Award [AN150037–SA or RA150037–SA]**

**(a) Minimum wages** [clause 20 in the award]

In accordance with clause B.2, Schedule B ceases to operate on 31 December 2014. Refer to clause 20 for rates of pay.

**(b) Classification Definitions** [Schedule D in the award]

**(ba) Guest services stream** [D.2.3 in the award]

- (i) **Guest service grade 1** means an employee who performs any of the following:
- laundry and/or linen duties which may include minor repairs to linen or clothing such as buttons, zips, seams, and working with flat materials;
  - the collection and delivery of guests' personal dry cleaning and laundry, linen and associated materials to and from accommodation areas;
  - performs general cleaning duties; and
  - parking guests' cars.
- (ii) **Guest service grade 2** means an employee who has not achieved the appropriate level of training and who is engaged in any of the following:
- servicing accommodation areas and cleaning thereof;

- receiving and assisting guests at the entrance to the establishment;
  - driving a passenger vehicle or courtesy bus;
  - transferring guests' baggage to and from rooms;
  - assisting in the dry cleaning process;
  - cleaning duties using specialised equipment and chemicals; and
  - providing butler services such as food, beverage and personalised guest service.
- (iii) **Guest service grade 3** means an employee who has the appropriate level of training and who is engaged in any of the following:
- supervising guest service employees of a lower grade;
  - providing butler services such as food, beverage and personalised guest service;
  - major repair of linen and/or clothing including basic tailoring and major alterations and refitting; and
  - dry cleaning.
- (iv) **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.
- (v) **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.

**(bb) Clerical stream—South Australia [D.2.4 in the award]**

- (i) **Level 1** means an employee who has not achieved the appropriate level of training and who is primarily engaged in one or more of the following:
- front office duties such as receptionist, telephonist, cashier, information services, or reservations;
  - performs basic clerical and routine office duties like collating, filing, photocopying and delivering messages;
  - general clerical duties like typing, basic data entry and calculation functions;
  - accounts; and
  - night auditing.

- (ii) **Level 2** means an employee who has the appropriate level of training and who is primarily engaged in one or more of the following:
- front office duties such as receptionist, telephonist, cashier, information services, or reservations;
  - clerical duties of an advanced nature;
  - general clerical duties like typing, basic data entry and calculation functions;
  - accounts; and
  - night auditing.
- (iii) **Level 3** means an employee appointed as such who has the appropriate level of training and who carries out:
- general or secretarial or stenographic duties;
  - clerical duties of an advanced nature;
  - recognised experience in complex duties;
  - may be responsible for guidance of other office personnel and may check and allocate their work; and
  - is in the front office engaged in duties including assisting in training and supervision of front office employees of the lower grade(s).
- (iv) **Level 4** means an employee appointed as such who has the appropriate level of training including a supervisory course, and trains, co-ordinates and supervises the work of front office and/or clerical employees in motels or clubs, or front office employees in a hotel.
- (v) **Level 5** means an employee who has the appropriate level of training including a supervisory course and also trains, co-ordinates and supervises the work of front office or clerical employees in a hotel.

## **Schedule C—Transitional Provisions in respect of Western Australia**

NOTE: The transitional provisions in respect of Western Australia in this Schedule operate instead of the general transitional provisions in Schedule A – Transitional Provisions in respect of the particular modern award provisions dealt with in this Schedule.

- C.1** Schedule C will apply from 1 January 2010 and will cease to operate on 31 December 2014.
- C.2 Junior employees** [clause 15 of the award]
  - C.2.1** Junior employees will be paid in accordance with clause 20.5—Juniors, on reaching the age of 18 years, may be employed in the bar or other places where liquor is sold.
  - C.2.2** 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.
  - C.2.3** No employee under the age of 18 years will be required to work more than 10 hours in a shift.
- C.3 Breaks** [clause 31 of the award]
  - C.3.1** Every employee will be entitled to a meal break of not less than one half hour nor more than one hour after not more than five hours of work.
  - C.3.2** Where it is not possible for the employer to grant a meal break on any day, the said meal break will be treated as time worked and the employee will be paid at the rate applicable to the employee at the time such meal break is due, plus 50% of the prescribed ordinary hourly rate applying to such employee, until such time as the employee is released for a meal.
  - C.3.3** In addition to a break for a meal, there may be one other break of at least one hour during each shift. Such break may be taken in conjunction with the meal break.
  - C.3.4** Where an employee is required to work five or more consecutive hours in a shift the employee will also be entitled to one only paid break of 10 minutes at a time agreed between the employer and the employee provided that the employer must not require that the break be taken in the first or last hour of any work period and the employee will not work more than five hours before either the paid or unpaid break is taken.

## Schedule D—Classification Definitions

### D.1 Introductory level

In respect of all classification streams, 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.

### D.2 General classification definitions

#### D.2.1 Food and beverage stream

**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; and
- cleaning and tidying of associated areas.

**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; and
- engaged on delivery duties.

**Food and beverage attendant grade 3** means an employee who in addition to the tasks performed by a **Food and beverage attendant grade 2** is engaged in any of the following:

- the operation of a mechanical lifting device;

- attending a wagering (e.g. TAB) terminal, electronic gaming terminal or similar terminal;
- full control of a cellar or liquor store (including the receipt, delivery and recording of goods within such an area);
- mixing a range of sophisticated drinks;
- supervising food and beverage attendants of a lower grade;
- taking reservations, greeting and seating guests; and
- training food and beverage attendants of a lower grade.

**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.

**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.

### **D.2.2 Kitchen stream**

**Kitchen attendant grade 1** means an employee engaged in any of the following:

- 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;
- assisting employees who are cooking;
- assembling and preparing ingredients for cooking; and
- general pantry duties.

**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.

**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.

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

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

**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.

**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.

**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:

- general and specialised duties including supervision or training of other kitchen staff;
- ordering and stock control; and
- supervising other cooks and other kitchen employees in a single kitchen establishment.

### **D.2.3 Guest services stream**

**Guest service grade 1** means an employee who performs any of the following:

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

**Guest service grade 2** means an employee who has not achieved the appropriate level of training and who is engaged in any of the following:

- servicing accommodation areas and cleaning thereof;
- receiving and assisting guests at the entrance to the establishment;
- driving a passenger vehicle or courtesy bus;

- transferring guests' baggage to and from rooms;
- assisting in the dry cleaning process;
- cleaning duties using specialised equipment and chemicals; and
- providing butler services such as food, beverage and personalised guest service.

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

- supervising guest service employees of a lower grade;
- providing butler services such as food, beverage and personalised guest service;
- major repair of linen and/or clothing including basic tailoring and major alterations and refitting; and
- dry cleaning.

**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.

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

**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.

**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.

**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.

**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.

#### **D.2.4 Administration stream**

**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.

**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.

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

- operates adding machines, switchboard, paging system, telex machine, typewriter or calculator;

- uses knowledge of keyboard and function keys to enter and retrieve data through computer terminal;
- copy types at 25 words per minute with 98% accuracy;
- maintains mail register and records;
- 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;
- transcribes information into records, completes forms, takes telephone messages;
- acquires and applies a working knowledge of office or sectional operating procedures and requirements;
- 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;
- keeps appropriate records; and
- 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:

- operates computerised radio telephone equipment, micro/personal computer, printing devices attached to personal computer, dictaphone equipment, typewriters;
- produces documents and correspondence using knowledge of standard formats, touch types at 40 words per minute with 98% accuracy, audio types;
- 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;
- follows standard procedures or template for the preceding functions using existing models/fields of information;
- Creates, maintains and generates simple reports;
- uses a central computer resource to an equivalent standard;
- uses one or more software packages to create, format, edit, proof read, spell check, correct, print and save text documents, e.g. standard correspondence and business documents;
- takes shorthand notes at 70 wpm and transcribes with 95% accuracy;
- arranges travel bookings and itineraries, makes appointments, screens telephone calls, follows visitor protocol procedures, establishes telephone contact on behalf of executive;

- applies a working knowledge of the organisation's products/services, functions, locations and clients;
- responds to and acts upon most internal/external inquiries in own function area;
- 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; and
- maintains financial records and journals, collects and prepares time and wage records; prepares accounts queries from debtors; posts transactions to ledger.

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

#### **D.2.5 Child care stream**

**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.

**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).

**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

#### **D.2.6 Security stream**

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

**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.

#### **D.2.7 Leisure activities stream**

**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.

**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.

**Leisure attendant grade 3** means a person who has the appropriate level of training and who plans and co-ordinates leisure activities for guests and may supervise other leisure attendants. 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.

**(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.

#### **D.2.8 Stores stream**

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

**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.

**Storeperson grade 3** means an employee who has the appropriate level of training and who:

- implements quality control techniques and procedures;
- understands and is responsible for a stores/warehouse area or a large section of such an area;
- has a highly developed level of interpersonal and communications skills;
- 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;
- 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:
  - liaising with management, suppliers and customers with respect to stores operations; and
  - detailing and co-ordinating activities of other storepersons and acting in a leading hand capacity for in excess of 10 storepersons;
- maintains control registers including inventory control and being responsible for preparation and reconciliation of regular reports or stock movements, dispatches, etc; and
- supervises the receipt and delivery of goods, records, outgoing goods, responsible for the contents of a store.

#### **D.2.9 Maintenance and horticultural employees**

**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.

**Fork-lift driver** means an employee who has a recognised fork-lift licence and who is engaged solely on the basis of driving a fork-lift vehicle. Those employees who

operate a fork-lift as only part of their duties will be paid at the level 3 classification rate in clause 20.1.

**Maintenance and horticultural employee grade 1** means an employee primarily engaged in the following activities:

- keeping areas clean and tidy;
- weeding and watering;
- trimming, mowing of surrounds, etc., with hand implements;
- assistance in preparing areas for play;
- assistance in course or green maintenance and construction;
- operation of a limited range of vehicles, including motor vehicles;
- performs non-trade tasks incidental to the employee's work.

**Gardener grade 2** means an employee who is engaged in any of the following activities in addition to the work of grade 1:

- operation and minor maintenance of motorised equipment under supervision, other than machinery or equipment requiring the holding of specialised licences;
- 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;
- applying fertilisers, fungicides, herbicides and insecticides under general supervision;
- 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;
- routine maintenance of turf, synthetic, artificial and other play surfaces;
- completion of basic records;
- assistance in the construction and installation of facilities and systems;
- performing tasks incidental to the employee's work;
- handyperson duties;
- supervising gardeners of a lower grade.

**Maintenance and horticultural employee grade 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):

- operate, maintain and adjust machinery as appropriate;
- clean machinery and inspects machinery after each use, reporting any problems to a management employee;

- applying fertilisers, fungicides, herbicides and insecticides as directed by a management employee;
- preparing turf, synthetic, artificial and other surfaces for play;
- maintenance and repair of vehicles and/or motor engines;
- repair and minor renovation work;
- formation and maintenance of all gardens, lawns and greens;
- the planting, maintenance and care of trees;
- training and supervision of employees of a lower grade, including apprentices.

**Maintenance and horticultural employee grade 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:

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

**D.2.10 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.

**D.2.11 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;
- (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.

#### **D.2.12 Managerial staff (Hotels)**

For the purpose of this additional classification, **hotels** means hotels, resorts, casinos, taverns, wine saloons, wine and spirit merchants retailing to the general public and other retail licensed establishments in or in connection with accommodation, with the selling of drinks, preparing and serving food and drinks, cleaning and attending to the premises and all other services associated therewith.

In this additional classification, **hotel manager** means an employee (however designated) who:

- under the direction of senior management is required to manage and co-ordinate the activities of a relevant area or areas of the hotel; and
- directs staff to ensure they carry out their duties in the relevant area or areas of the hotel; and
- implements policies, procedures and operating systems for the hotel;

but excludes an employee who is employed to undertake the duties of senior management, responsible for a significant area of the operations of one or more hotels. Indicative position titles for such an employee include:

- Company secretary;
- Chief accountant;
- Personnel or human resources manager;
- Financial controller;
- Industrial relations manager;
- Venue manager;
- General/hotel manager;
- Executive assistant manager;
- Regional manager; or
- a Manager to whom any of those positions report or are responsible.

An employee appointed as a Manager will have completed an appropriate level of training in business management or have relevant industry experience including the supervision of staff in one or more areas of an hotel. In a General Hotel, this classification is commonly known as an Assistant manager. In an Accommodation Hotel, this classification may include any of the following positions: Duty manager; Assistant food and beverage manager; Assistant rooms division manager; Assistant front office manager or equivalent position.

This additional classification does not apply to:

- Any hotel manager who is an employee of a proprietary or private company (within the meaning of the Corporations Law) where the Hotel Manager holds sufficient number of shares to entitle the Hotel Manager to voting control at general meetings of the company; or
- Any hotel manager who is the senior partner of a partnership or has at least 49% of that partnership; or
- A parent, spouse or de facto partner, son or daughter of a hotel manager excluded from the additional classification by this paragraph.

### **D.3 Club managers—duties and responsibilities**

#### **D.3.1 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;
  - 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;
  - 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;

- (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;

- 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.

### D.3.2 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;
  - 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;
  - 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.
- (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;
  - 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 BD; 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.

## **D.4 Definitions for the purposes of the Casino Gaming Stream**

### **D.4.1 General**

**Casino** means a gaming establishment holding a casino license under relevant State legislation. The term does not include a gaming facility that is a part or section of a hospitality establishment such as a hotel or tavern operation.

**Casino table game** means a casino game played under the control and direction of a table game employee. It includes games that are normally played at a table and games that include electronic aids to play the game such as Rapid Roulette.

**Major game** means a table game that requires a table game employee to undertake a minimum of 80 hours formal training to learn the game rules and competently deal the

game in accordance with the minimum standards of the employer and the relevant casino regulatory authority.

**Appropriate level of training** for casino gaming employees means that a casino gaming employee has:

- completed a relevant training course accredited by the AQF; or
- completed training to a level or standard imposed by a statutory gaming licensing authority; or
- been assessed to have skills at least equivalent to those attained through the suitable training referred to above, such assessment to have been undertaken by a qualified skills assessor; or
- at 1 January 2010, had been doing the work of a particular classification for a period of at least three months.

#### **D.4.2 Casino table gaming**

**Casino table gaming employee grade 1** means an employee who has completed the appropriate level of training and has commenced in one major game offered by the casino.

**Casino table gaming employee grade 2** means an employee who has completed the appropriate level of training and has commenced in two major games offered by the casino.

**Casino table gaming employee grade 3** means an employee who has completed the appropriate level of training and has commenced in three major games offered by the casino.

**Casino table gaming employee grade 4** means an employee engaged as such who undertakes table game inspection duties including ensuring that correct procedures and standards are observed by table game employees of a lower grade. This classification does not apply to managerial employees. The provisions of clause 25—Higher duties, will apply to Casino table game employees who have not been appointed to this grade but are required to perform any functions of this position.

#### **D.4.3 Casino electronic gaming**

**Casino electronic gaming employee grade 1** means an employee in a casino who has received the appropriate level of training and who is engaged in any of the following:

- providing information on customer loyalty programs, electronic gaming promotions or services and facilities within a gaming machine area; and/or
- explaining to patrons the playing of gaming machines.

**Casino electronic gaming employee grade 2** means an employee in a casino who has received the appropriate level of training and who is engaged in any of the following:

- explaining to patrons the playing of gaming machines and providing pay-outs and rectifying minor malfunctions;

- selling and redeeming network gaming games such as Keno, TAB or other network games;
- conducting network games; and
- explaining to patrons the playing of gaming machines.

#### **D.4.4 Casino Finance**

**Gaming finance employee grade 1** means an employee engaged to undertake any Count functions including:

- hard and/or soft count;
- shuffling and preparation of playing cards for table games;
- destruction of playing cards, dice, etc. for table games.

**Gaming finance employee grade 2** means an employee engaged to undertake any Change Booth functions including:

- limited supervision of gaming finance grade 1 employees;
- counting of change and associated change booth duties;
- sale and redemption of electronic gaming tickets.

**Gaming finance employee grade 3** means an employee engaged to undertake all grade 2 change functions including supervision of employees of a lower grade when required plus any of the following:

- assisting with the verification of floats and change machines;
- training employees in duties and functions of a lower grade;
- an employee engaged to undertake one cage function.

**Gaming finance employee grade 4** means:

- an employee engaged to undertake two cage cashier functions; or
- gaming finance revenue audit clerk functions.

**Gaming finance employee grade 5** means an employee engaged to undertake more than two cage cashier functions.

For the purposes of the Gaming Finance Stream, **cage function** includes:

- front window cashier duties including exchanging gaming chips for currency, controlling a float, recording transactions and reconciliation duties; or
- bank cashiering including Fill Bank duties such as receiving, disbursing, reconciling and controlling receipt and issue of gaming chips to gaming tables from the Cage and Main Bank duties; or
- Premium Group settlements and buy-in.

For the purposes of the Gaming Finance Stream, **cashier function** includes supervision of employees of a lower grade when required.

#### **D.4.5 Casino equipment technicians**

**Casino equipment technician grade 1** means an employee who has the appropriate level of training and who is competent at performing repairs, servicing and installation of non-electronic gaming and associated equipment as well as assisting Casino equipment technicians of a higher grade.

**Casino equipment technician grade 2** means an employee including a tradesperson who has the appropriate level of training and who is competent at performing repairs, servicing and installation of electronic gaming and associated equipment under supervision.

**Casino equipment technician grade 3** means an employee appointed as such who has the appropriate level of training and who without supervision applies technical knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing various forms of video and other electronically or mechanically-controlled gaming equipment. This level also includes an employee required to supervise and/or check the work of Casino equipment technicians of lower grades.

#### **D.4.6 Casino security**

**Customer liaison officer** means an employee in a casino who holds appropriate licenses and who is engaged to work as an area or door attendant to enforce dress, behaviour and entry requirements at the casino.

**Security officer grade 1** means an employee in a casino who holds appropriate licenses and is required to carry out routine security functions throughout the Casino complex, including the duties of securing, watching, guarding and/or protecting the premises including responding to alarm signals and incidents.

**Security officer grade 2** means an employee in a casino who performs work as required above and beyond the skills of an employee at grade 1 to the level of their training. At this level an employee is required to perform cash escort and soft drop duties. This level also includes a security employee who in the opinion of the employer has no previous relevant experience at this level, and is undertaking the tasks of a surveillance officer while undergoing training and gaining experience during the first six months of employment as such.

**Surveillance operator** means an employee in a casino required to monitor, observe and report upon the operations of the casino by means of visual or remote observation, including the use of electronic surveillance and recording systems as follows:

- input information or react to signals and instruments related to electronic surveillance;
- keyboard operation to alter the parameters within an integrated security surveillance system; and
- co-ordinate, monitor or record the activities of Security officers utilising a verbal communications system.

## **Appendix 1 to Schedule D**

### **D1.1 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.

### **D1.2 The hospitality training package**

#### **D1.2.1 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.

#### **D1.2.2 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.

#### **D1.2.3 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.
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.

#### **D1.2.4 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.

#### **D1.2.5 Looking at industrial requirements**

<b>Training requirement</b>	<b>Qualification</b>
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)

#### **D1.2.6 Looking at traineeship guidelines**

<b>Management traineeship</b>	<b>Qualification</b>
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)

#### **D1.2.7 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
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.

### D1.3 Elective units

		<b>Certificate level</b>
<b>Client and customer service</b>		
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
<b>Communication and team work</b>		
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
<b>Finance</b>		
SITXFIN001A	Process financial transactions	I
SITXFIN002A	Maintain financial records	II
SITXFIN003A	Interpret financial information	III

		<b>Certificate level</b>
<b>Food and beverage</b>		
SITHFAB001A	Clean and tidy bar areas	I
SITHFAB002A	Operate a bar	I
SITHFAB003A	Serve food and beverage to customers	I
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
<b>Food safety</b>		
SITHFSA003A	Transport and store food in a safe and hygienic manner	II
SITHFSA001A	Implement food safety procedures	III
<b>Inventory</b>		
SITXINV001A	Receive and store stock	I
SITXINV002A	Control and order stock	III
<b>Administration</b>		
SITXADM001A	Perform office procedures	II
SITXADM002A	Source and present information	III
SITXADM003A	Write business documents	III
SITXADM004A	Plan and manage meetings	III

		<b>Certificate level</b>
BSBEBUS401A	Conduct online research	III
<b>Gaming</b>		
SITHGAM001A	Attend gaming machines	II
SITHGAM002A	Operate a TAB outlet	II
SITHGAM003A	Conduct a Keno game	II
SITHGAM006A	Provide responsible gambling services	II
SITHGAM004A	Analyse and report on gaming machine data	III
<b>Risk management and security</b>		
PRSSO217A	Provide lost and found facility	II
<b>Computer operations and ICT management</b>		
BSBADM304A	Design and develop text documents	III
BSBADM305A	Create and use databases	III
BSBCM108A	Develop keyboard skills	III
BSBCM205A	Use business technology	III
BSBCM213A	Produce simple word-processed documents	III
BSBCM306A	Produce business documents	III
<b>Environmental sustainability</b>		
SITXENV001A	Participate in environmentally sustainable work practices	III
<b>First aid</b>		
HLTFA301B	Apply first aid	III

## Schedule E—Supported Wage System

**E.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.

**E.2** In this schedule:

**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](http://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

### **E.3 Eligibility criteria**

**E.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.

**E.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.

## **E.4 Supported wage rates**

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

<b>Assessed capacity (clause E.5)</b>	<b>Relevant minimum wage</b>
<b>%</b>	<b>%</b>
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

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

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

## **E.5 Assessment of capacity**

**E.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.

**E.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.

## **E.6 Lodgement of SWS wage assessment agreement**

**E.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.

**E.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.

## **E.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.

## **E.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.

## **E.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.

## **E.10 Trial period**

**E.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.

**E.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.

**E.10.3** The minimum amount payable to the employee during the trial period must be no less than \$8486 per week.

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

**E.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 E.5.

## **Schedule F—National Training Wage**

## —School-based Apprenticeship

- 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** 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** 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** 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.
- F.12** For the purpose of this clause, a relevant training qualification is:
- F.12.1** a qualification from a National Training Package that covers occupations or work which are covered by this award, or is a qualification from an enterprise Training Package listed above; and

**F.12.2** an AQF Certificate Level III. A school-based apprenticeship does not include a qualification which can normally be completed through a Training Agreement of a duration of three years or less (such qualifications would generally be covered by traineeship provisions).

## **Schedule G—2017 Part-day public holidays**

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 2017) or New Year's Eve (31 December 2017) 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.

This schedule is an interim provision and subject to further review.

## Schedule H—Agreement to Take Annual Leave in Advance

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

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\_\_\_\_

## Schedule J—Agreement for Time Off Instead of Payment for Overtime

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree that the employee may take time off instead of being paid for the following amount of overtime that has been worked by the employee:**

Date and time overtime started: \_\_\_/\_\_\_/20\_\_\_ \_\_\_ am/pm

Date and time overtime ended: \_\_\_/\_\_\_/20\_\_\_ \_\_\_ am/pm

Amount of overtime worked: \_\_\_\_\_ hours and \_\_\_\_\_ minutes

**The employer and employee further agree that, if requested by the employee at any time, the employer must pay the employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.**

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_