

CURRENT AWARD as at 22 November 2016

Registered and Licensed Clubs Award 2010

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Registered and Licensed Clubs Award 2016

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<p>Part 1—Application and Operation</p> <p>1. Title</p> <p>This award is the <i>Registered and Licensed Clubs Award 2010</i>.</p> <p>2. Commencement and transitional</p> <p>2.1 This award commences on 1 January 2010.</p> <p>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.</p> <p>2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A and Schedule B. The arrangements in Schedule A and Schedule B deal with:</p> <ul style="list-style-type: none"> • minimum wages and piecework rates • casual or part-time loadings • Saturday, Sunday, public holiday, evening or other penalties • shift allowances/penalties. <p>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.</p>	<p>Part 1—Application and Operation of this Award</p> <p>1. Title and commencement</p> <p>1.1 This award is the <i>Registered and Licensed Clubs Award 2016</i>.</p> <p>1.2 This modern award, as varied, commenced operation on 1 January 2010.</p> <p>1.3 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.</p> <p><i>References to transitional arrangements removed - obsolete</i></p>

<p>2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.</p> <p>2.6 The Fair Work Commission may review the transitional arrangements:</p> <p>(a) on its own initiative; or</p> <p>(b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or</p> <p>(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</p> <p>(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.</p>	
<p>3. Definitions and interpretation</p> <p>3.1 In this award, unless the contrary intention applies:</p> <p>Act means the <i>Fair Work Act 2009</i> (Cth)</p> <p>adult apprentice means an apprentice who is 21 years of age or over at the commencement of their apprenticeship</p> <p>agreement-based transitional instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>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</p> <p>award-based transitional instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>club means any club which is registered and licensed under the provisions</p>	<p>2. Definitions</p> <p>2.1 In this award, unless the contrary intention applies:</p> <p>Act means the <i>Fair Work Act 2009</i> (Cth)</p> <p>adult apprentice means an apprentice who is 21 years of age or over at the commencement of their apprenticeship</p> <p>all purposes means the payment will be included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on annual leave (see clause 19.2(a))</p> <p>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</p> <p>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 A.11 of Schedule A—Classification Definitions.</p>

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

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

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)

double time means double the ordinary hourly rate

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)

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

MySuper product has the meaning given by the *Superannuation*

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

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

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

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

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 minimum hourly rate for an employee's classification specified in clause 18.2 plus any all purpose allowance to which an employee is entitled

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

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

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

spread of hours means the period of time from the time an employee starts duty to the time the employee finishes duty within any period of 24 hours

standard rate means the minimum hourly wage for the Level 4 classification (Cook (tradesperson) grade 3) in clause 18.2.

<p><i>Industry (Supervision) Act 1993 (Cth)</i></p> <p>NES means the National Employment Standards as contained in sections 59 to 131 of the <i>Fair Work Act 2009 (Cth)</i></p> <p>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</p> <p>public holiday means a day identified as a public holiday in the NES</p> <p>rostered day off means any continuous 24 hour period between the completion of the last ordinary shift and the commencement of the next ordinary shift on which an employee is rostered for duty</p> <p>shiftworker means a seven day shiftworker who is regularly rostered to work on Sundays and public holidays, and includes a club manager</p> <p>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</p> <p>standard rate means the minimum wage for the Level 4 classification (Cook (tradesperson) grade 3) in clause 17.2. The standard weekly rate means the minimum weekly wage for that classification. The standard hourly rate means the minimum hourly wage for that classification.</p> <p>transitional minimum wage instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)</i></p>	<p><i>Definitions relating to transitional instruments removed – obsolete</i></p>
<p>3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>	<p>3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>

<p>4. Coverage</p> <p>4.1 This award covers employers of employees engaged in the performance of all or any work in or in connection with or for clubs registered or recognised under State, Territory or Commonwealth legislation and their employees in the classifications within Schedule C—Classification Definitions, to the exclusion of any other modern award.</p> <p>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:</p> <ul style="list-style-type: none"> (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 <i>Racing Clubs Events Award 2010</i>; or (f) club honorary secretaries. <p>4.3 This award does not apply to employees of employers who are covered by the following awards:</p> <ul style="list-style-type: none"> (a) <i>Hospitality Industry (General) Award 2010</i>; (b) <i>Cleaning Services Award 2010</i>; (c) <i>Racing Industry Ground Maintenance Award 2010</i>; or (d) <i>Security Services Industry Award 2010</i>. 	<p>4. Coverage</p> <p>4.1 This industry award covers employers of employees engaged in the performance of all or any work in or in connection with or for clubs registered or recognised under State, Territory or Commonwealth legislation and their employees in the classifications within Schedule A—Classification Definitions, to the exclusion of any other modern award.</p> <p>4.2 This award covers the work of:</p> <ul style="list-style-type: none"> (a) bar attendants or stewards employed in a club situated on a football ground, cricket ground or sports ground; and (b) 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. <p>4.3 This award does not cover:</p> <ul style="list-style-type: none"> (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 <i>Racing Clubs Events Award 2016</i>; or (f) club honorary secretaries. <p>4.4 This award does not apply to employees of employers who are covered by the following awards:</p> <ul style="list-style-type: none"> (a) <i>Hospitality Industry (General) Award 2016</i>; (b) <i>Cleaning Services Award 2016</i>;
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<p>4.4 The award does not cover an employee excluded from award coverage by the Act.</p> <p>4.5 The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p>4.6 The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p>4.7 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.</p> <p>4.8 This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.</p> <p>4.9 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.</p> <p>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.</p>	<p>(c) <i>Racing Industry Ground Maintenance Award 2016</i>; or</p> <p>(d) <i>Security Services Industry Award 2016</i>.</p> <p>4.5 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.</p> <p>4.6 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.</p> <p>4.7 This award does not cover:</p> <p>(a) an employee excluded from award coverage by the Act;</p> <p>(b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees; or</p> <p>(c) 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 <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees..</p> <p>4.8 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.</p> <p>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.</p>
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<p>5. Access to the award and the National Employment Standards</p> <p>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.</p>	<p>3.3 The employer must ensure that copies of the award and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.</p>																		
<p>6. The National Employment Standards and this award</p> <p>The NES and this award contain the minimum conditions of employment for employees covered by this award.</p>	<p>3. The National Employment Standards and this award</p> <p>3.1 The NES and this award contain the minimum conditions of employment for employees covered by this award.</p>																		
<p><i>Clause inserted - proposed new provision</i></p>	<p>5. Effect of variations made by the Fair Work Commission</p> <p>A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.</p>																		
<p>7. Award flexibility</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>6. Award flexibility for individual arrangements</p> <p><i>Provision not reproduced - standard clause - no change</i></p>																		
<p><i>Clause inserted - proposed new provision</i></p>	<p>7. Facilitative provisions for flexible working practices</p> <p>7.1 A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.</p> <p>7.2 Facilitative provisions in this award are contained in the following clauses:</p> <table border="1" data-bbox="1223 1118 2110 1476"> <thead> <tr> <th>Clause</th> <th>Provision</th> <th>Agreement between an employer and:</th> </tr> </thead> <tbody> <tr> <td>15.6</td> <td>Ordinary hours of work – span of hours</td> <td>The majority of employees</td> </tr> <tr> <td>15.8(b)</td> <td>Rostered days off – club managers</td> <td>An individual</td> </tr> <tr> <td>15.8(c)</td> <td>Rostered days off – club managers</td> <td>An individual</td> </tr> <tr> <td>15.8(f)</td> <td>Rostered days off – club managers</td> <td>An individual</td> </tr> <tr> <td>20.1</td> <td>Payment of wages</td> <td>The majority of</td> </tr> </tbody> </table>	Clause	Provision	Agreement between an employer and:	15.6	Ordinary hours of work – span of hours	The majority of employees	15.8(b)	Rostered days off – club managers	An individual	15.8(c)	Rostered days off – club managers	An individual	15.8(f)	Rostered days off – club managers	An individual	20.1	Payment of wages	The majority of
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<p>Part 2—Consultation and Dispute Resolution</p> <p>8. Consultation</p> <p>8.1 Consultation regarding major workplace change</p> <p>8.2 Consultation about changes to rosters or hours of work</p> <p><i>Provisions not reproduced - standard clause - no change other than numbering and changes to clause titles</i></p>	<p>Part 7—Consultation and Dispute Resolution</p> <p>31. Consultation about major workplace change</p> <p>32. Consultation about changes to rosters or hours of work</p> <p><i>Provisions not reproduced - standard clause - no change other than numbering and changes to clause titles</i></p>															
<p>9. Dispute resolution</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>33. Dispute resolution</p> <p><i>Provision not reproduced - standard clause - no change</i></p>															
<p>Part 3—Types of Employment and Termination of Employment</p> <p>10. Types of employment</p> <p>10.1 Employees under this award will be employed in one of the following categories:</p> <p>(a) full-time;</p> <p>(b) part-time; or</p> <p>(c) casual.</p> <p>10.2 At the time of engagement, an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time or casual. Such decision will then be recorded in a letter of appointment.</p>	<p>Part 2—Types of Employment and Classifications</p> <p>8. Types of employment</p> <p>8.1 Employees under this award will be employed in one of the following categories:</p> <p>(a) full-time;</p> <p>(b) part-time; or</p> <p>(c) casual.</p> <p>8.2 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. This decision will then be recorded in a letter of appointment.</p>															

<p>10.3 Full-time employment</p> <p>A full-time employee is an employee who is engaged as such and employed in a classification in Schedule C—Classification Definitions and engaged to work 38 ordinary hours per week, or, where the employee is employed on a roster, an average of 38 hours per week over the roster cycle.</p>	<p>9. Full-time employees</p> <p>A full-time employee is engaged to work:</p> <p>9.1 38 ordinary hours per week; or</p> <p>9.2 an average of 38 ordinary hours per week over the roster cycle.</p>
<p>10.4 Part-time employment</p> <p>(a) Substantive provision</p> <p>(i) An employer may employ part-time employees in any classification in this award.</p> <p>(ii) A part-time employee is an employee who is employed in a classification in Schedule C—Classification Definitions and who:</p> <ul style="list-style-type: none"> • is engaged to work fewer than 38 ordinary hours per week or, where the employer operates a roster, an average of fewer than 38 hours per week over the roster cycle; • has reasonably predictable hours of work; and • receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work. <p>(iii) At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work either:</p> <ul style="list-style-type: none"> • specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day; or • specifying the roster that the employee will work (including the actual starting and finishing times for each shift) together with days or parts of days on which the employee will not be rostered. 	<p>10. Part-time employees</p> <p>10.1 Substantive provision</p> <p>(a) An employer may employ part-time employees in any classification in this award.</p> <p>(b) A part-time employee is an employee who is employed in a classification in Schedule A—Classification Definitions and who:</p> <p>(i) is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week over the roster cycle;</p> <p>(ii) has reasonably predictable hours of work; and</p> <p>(iii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.</p> <p>(c) At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work either:</p> <p>(i) specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day; or</p> <p>(ii) specifying the roster that the employee will work (including the actual starting and finishing times for each shift) together with days or parts of days on which the employee will not be rostered.</p>

<p>(iv) Any agreed variation to the regular pattern of work must be recorded in writing.</p> <p>(v) An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.</p> <p>(vi) All time worked in excess of the employee’s agreed ordinary time hours will be overtime and paid for at the rates prescribed in clause 28—Overtime.</p> <p>(vii) An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 10.5.</p> <p>(viii) 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.</p> <p>(b) Interim provision</p> <p>In respect of part-time employees engaged prior to 1 January 2015, the following provisions will also apply:</p> <p>(i) the pattern of ordinary hours of work for any such employee may, notwithstanding clauses 10.4(a)(iii) and (iv), be set by a roster established in accordance with clause 25—Roster; and</p> <p>(ii) where the pattern of ordinary hours is set by such a roster, any hours worked in addition to the rostered ordinary hours will be overtime and paid for at the rates prescribed in clause 28—Overtime.</p>	<p>(d) Any agreed variation to the regular pattern of work must be recorded in writing.</p> <p>(e) An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.</p> <p>(f) All time worked in excess of the employee’s agreed ordinary hours will be overtime and paid for at the rates prescribed in clause 23—Overtime.</p> <p>(g) 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 11.</p> <p>(h) A part-time employee must be paid for each ordinary hour worked at the ordinary hourly rate for the class of work performed.</p> <p>10.2 Interim provision</p> <p>In respect of part-time employees engaged before 1 January 2015, the following provisions will also apply:</p> <p>(a) the pattern of ordinary hours of work for any such employee may, despite clauses 10.1(c) and 10.1(d), be set by a roster established in accordance with clause 16—Rostering arrangements—full-time and part-time employees; and</p> <p>(b) where the pattern of ordinary hours is set by a roster under clause 10.2(a), any hours worked in addition to the rostered ordinary hours will be overtime and paid for at the rates prescribed in clause 23—Overtime.</p>
<p>10.5 Casual employment</p> <p>(a) A casual employee is an employee who is engaged and paid as such.</p> <p>(b) Casual loading</p> <p>Casual employees will be paid the percentage at the ordinary hourly rate for the classification in which they are employed as prescribed in clause 29.1, which includes a 25% casual loading. The late and early work penalty prescribed in clause 29.4 for work between Monday to Friday also applies to casual employees.</p>	<p>11. Casual employees</p> <p>11.1 A casual employee is an employee who is engaged and paid as a casual employee.</p> <p>11.2 Casual loading</p> <p>Casual employees will be paid the percentage or the ordinary hourly rate prescribed in clause 24.1 (which includes a 25% casual loading) for the classification in which they are employed.</p> <p>11.3 Clause 24.4—Late and early work penalty applies to casual employees.</p>

<p>(c) Casual employees must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.</p> <p>(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.</p>	<p>11.4 Casual employees must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.</p> <p>11.5 A casual employee (other than a casual employee engaged solely as a bingo caller or assistant bingo caller) is entitled to a minimum payment for two hours' work on each occasion that they are required to attend 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.</p>
<p>10.6 Conversion to full-time or regular part-time employment</p> <p>(a) This clause only applies to a regular casual employee.</p> <p>(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.</p> <p>(c) A regular casual employee who has been engaged by a particular employer for at least 12 months, may seek (subject to the provisions of this clause) to have the employee's contract of employment converted to full-time or part-time employment.</p> <p>(d) An employee who has worked at the rate of an average of 38 or more hours a week in the period of 12 months' casual employment may seek to have the employee's employment converted to full-time employment.</p> <p>(e) An employee who has worked at the rate of an average less than 38 hours a week in the period of 12 months' casual employment may seek to have the employee's employment converted to part-time employment.</p> <p>(f) Where a casual employee seeks to convert to full-time or part-time employment, the employer may consent to or refuse the request, but only on reasonable grounds. In considering a request, the employer may have regard to any of the following factors:</p> <p>(i) the size and needs of the workplace or enterprise;</p>	<p>11.6 Conversion to full-time or regular part-time employment</p> <p>(a) This clause only applies to a regular casual employee.</p> <p>(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.</p> <p>(c) A regular casual employee who has been engaged by a particular employer for at least 12 months, may seek (subject to the provisions of this clause) to have the employee's contract of employment converted to full-time or part-time employment.</p> <p>(d) An employee who has worked at the rate of an average of 38 or more hours a week in the period of 12 months' casual employment may seek to have the employee's employment converted to full-time employment.</p> <p>(e) An employee who has worked at the rate of an average less than 38 hours a week in the period of 12 months' casual employment may seek to have the employee's employment converted to part-time employment.</p> <p>(f) Where a casual employee seeks to convert to full-time or part-time employment, the employer may consent to or refuse the request, but only on reasonable grounds. In considering a request, the employer may have regard to any of the following factors:</p> <p>(i) the size and needs of the workplace or enterprise;</p> <p>(ii) the nature of the work the employee has been doing;</p>

<ul style="list-style-type: none"> (ii) the nature of the work the employee has been doing; (iii) the qualifications, skills, and training of the employee; (iv) the trading patterns of the workplace or enterprise (including cyclical and seasonal trading demand factors); (v) the employee's personal circumstances, including any family responsibilities; and (vi) any other relevant matter. <p>(g) Where it is agreed that a casual employee will have the employee's employment converted to full-time or regular part-time employment as provided for in this clause, the employer and employee must discuss and agree upon:</p> <ul style="list-style-type: none"> (i) the form of employment to which the employee will convert; that is, full-time or part-time employment; and (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.4. <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>	<ul style="list-style-type: none"> (iii) the qualifications, skills, and training of the employee; (iv) the trading patterns of the workplace or enterprise (including cyclical and seasonal trading demand factors); (v) the employee's personal circumstances, including any family responsibilities; and (vi) any other relevant matter. <p>(g) Where it is agreed that a casual employee will have the employee's employment converted to full-time or regular part-time employment as provided for in clause 11.6, the employer and employee must discuss and agree upon:</p> <ul style="list-style-type: none"> (i) the form of employment to which the employee will convert; that is, full-time or part-time employment; and (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10—Part-time employees. <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(k) Nothing in this clause requires:</p> <ul style="list-style-type: none"> (i) a casual employee to convert to full-time or part-time employment, nor permits an employer to require a casual employee to so convert; (ii) 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; or
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<p>(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.</p>	<p>(iii) an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.</p>
<p>11. Apprentices</p> <p>11.1 Apprentices will be engaged in accordance with relevant apprenticeship legislation and be paid in accordance with clause 17.4.</p> <p>11.2 An apprentice under the age of 18 years will not, without the employee's consent, be required to work overtime, shiftwork or late work.</p> <p>11.3 No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.</p> <p>11.4 Except as provided in this clause or where otherwise stated, all conditions of employment specified in this award apply to apprentices.</p> <p>11.5 Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.</p> <p>11.6 For the purposes of clause 11.5, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.</p> <p>11.7 The amount payable by an employer under clause 11.5 may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.</p>	<p>12. Apprentices</p> <p>12.1 Apprentices will be engaged in accordance with relevant apprenticeship legislation and be paid in accordance with clause 18.5.</p> <p>12.2 An apprentice under the age of 18 years will not, without the employee's consent, be required to work overtime, shiftwork or late work.</p> <p>12.3 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.</p> <p>12.4 Except as provided in this clause or where otherwise stated, all conditions of employment specified in this award apply to apprentices.</p> <p>12.5 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.</p> <p>12.6 For the purposes of clause 12.5, 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.</p> <p>12.7 The amount payable by an employer under clause 12.5 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.</p>

<p>11.8 All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer’s technical library) for the apprenticeship , which are paid by an apprentice, shall be reimbursed by the employer within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.</p> <p>11.9 An employer may meet its obligations under clause 11.8 by paying any fees and/or cost of textbooks directly to the RTO.</p> <p>11.10 An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.</p> <p>11.11 Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice’s wages and determining the apprentice’s employment conditions. This subclause operates subject to the provisions of Schedule F—School-based Apprentices.</p>	<p>12.8 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.</p> <p>12.9 An employer may meet its obligations under clause 12.8 by paying any fees and/or cost of textbooks directly to the RTO.</p> <p>12.10 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.</p> <p>12.11 Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice’s wages and determining the apprentice’s employment conditions. This subclause operates subject to the provisions of Schedule F—School-based Apprentices.</p>
<p>12. Junior employees</p> <p>12.1 Junior employees employed in the bar or other places where liquor is sold must be paid at the adult rate of pay in clause 17.2 for the classification of the work being performed.</p> <p>12.2 An employer may at any time demand the production of a birth certificate or other satisfactory proof for the purpose of ascertaining the correct age of a junior employee. If a birth certificate is required, the cost of it must be borne by the employer.</p> <p>12.3 No employee under the age of 18 years will be required to work more than 10 hours in a shift.</p>	<p>13. Junior employees</p> <p>13.1 Junior employees employed in the bar or other places where liquor is sold must be paid at the adult rate of pay in clause 18.2 for the appropriate classification.</p> <p>13.2 An employer may at any time require 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 covered by the employer.</p> <p>13.3 No employee under the age of 18 years will be required to work more than 10 hours in a shift.</p>

<p>13. Termination of employment <i>Provision not reproduced - no change</i></p> <p>13.2 Notice of termination by an employee</p> <p>13.3 Job search entitlement <i>(Clause 13.3 now clause 38 - combined with clause 14.4 Redundancy)</i></p>	<p>Part 8—Termination of Employment and Redundancy <i>Provision not reproduced - no change</i></p> <p>34. Termination of employment</p> <p>38. Job search entitlement <i>(Clause 13.3 now clause 38 - combined with clause 14.4 Redundancy)</i></p>
<p>14. Redundancy <i>Provision not reproduced - no change other than renumbering of clause and clause titles</i></p> <p>14.2 Transfer to lower paid duties</p> <p>14.3 Employee leaving during notice period</p> <p>14.4 Job search entitlement</p>	<p>35. Redundancy <i>Provision not reproduced - no change other than renumbering of clause and clause titles</i></p> <p>36. Transfer to lower paid job on redundancy</p> <p>37. Employee leaving during redundancy notice period</p> <p>38.2 Job search entitlement—redundancy</p>
<p>15.5 Transitional provisions – NAPSA employees</p> <p>15.6 Transitional provisions – Division 2B State employees</p>	<p><i>Transitional provisions removed – obsolete</i></p>
<p>Part 4—Minimum Wages and Related Matters</p> <p>15. Work organisation Employees must undertake duties as directed within the limits of their competence and may undertake duties across the different streams contained in the classification definitions in Schedule C—Classification Definitions, provided that outdoor staff will give priority to the caring of the greens and they will not be compelled to perform duties associated with or in the club house.</p>	<p>14. Classifications</p> <p>14.1 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 A—Classification Definitions, subject to clause 14.2.</p> <p>14.2 Outdoor staff will give priority to the caring of the greens and they will not be compelled to perform duties associated with or in the club house.</p>
<p>16. Classifications The definitions of the classification levels in clause 17—Minimum wages are contained in Schedule C—Classification Definitions.</p>	<p>14.3 A description of the classifications under this award is set out in Schedule A—Classification Definitions.</p>

17. Minimum wages

17.1 General

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

Part 4—Wages and Allowances

18. Minimum wages

18.1 General

An adult employee within a level specified in the table in clause 18.2 (other than an apprentice or an employee engaged on a supported wage) will be paid not less than the minimum weekly rate for the classification in which the employee is working.

18.2 An employee’s rate of pay is inclusive of the award rate set out in this clause and the additional allowance (where applicable) for first aid set out in clause 19.2(b).

17.2 Club employees

Level	Classification	Minimum weekly wage	Minimum hourly wage	Annual salary (where applicable)
		\$	\$	\$
Introductory		672.70	17.70	
Level 1		692.10	18.21	
	<ul style="list-style-type: none"> Food and beverage attendant grade 1 Guest service grade 1 Kitchen attendant grade 1 			
Level 2		718.60	18.91	
	<ul style="list-style-type: none"> Child care worker grade 1 Clerical grade 1 			

18.3 Adult employees

Level	Classification	Minimum weekly wage	Minimum hourly wage	Annual rate (where applicable)
		\$	\$	\$
Introductory		672.70	17.70	
Level 1		692.10	18.21	
	Food and beverage attendant grade 1			
	Guest service grade 1			
	Kitchen attendant grade 1			
Level 2		718.60	18.91	
	Child care worker grade 1			
	Clerical grade 1			
	Cook grade 1			
	Doorman/ Security officer grade 1			

Current award

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<ul style="list-style-type: none"> • Cook grade 1 • Doorperson/ 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 level 1 • Storeperson grade 1 	743.30	19.56		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 level 1					
				Storeperson grade 1					
			Level 3			743.30	19.56		
				Clerical grade 2					
				Cook grade 2					
				Food and beverage and gaming attendant grade 3					
				Forklift driver					
				Front office grade 2					
				Guest service grade 3					
				Handyperson					
	Kitchen attendant grade 3								
	Leisure attendant grade 2								
	Maintenance and horticultural employee level 2								
Level 3									
<ul style="list-style-type: none"> • Clerical grade 2 • Cook grade 2 • Food and beverage and gaming attendant grade 3 • Forklift driver • Front office grade 2 • Guest service grade 3 • Handyperson • Kitchen attendant grade 3 • Leisure attendant grade 2 									

Current award

Proposed Registered and Licensed Clubs Award 2016

Level 4	<ul style="list-style-type: none"> Maintenance and horticultural employee level 2 Storeperson grade 2 Timekeeper/ Security officer grade 2 Clerical grade 3 Cook (tradesperson) grade 3 Food and beverage attendant (tradesperson) grade 4 Front office grade 3 Guest service grade 4 Leisure attendant grade 3 Maintenance and horticultural level 3 (tradesperson) Storeperson grade 3 	783.30	20.61		Storeperson grade 2			
					Timekeeper/ Security officer grade 2			
				Level 4		783.30	20.61	
					Clerical grade 3			
					Cook (tradesperson) grade 3			
					Food and beverage attendant (tradesperson) grade 4			
					Front office grade 3			
					Guest service grade 4			
					Leisure attendant grade 3			
					Maintenance and horticultural level 3 (tradesperson)			
Level 5	<ul style="list-style-type: none"> Storeperson grade 3 Child care worker grade 2 Clerical supervisor Cook (tradesperson) grade 4 Food and beverage and gaming attendant grade 5 Front office supervisor Guest service supervisor Front office supervisor 	832.30	21.90		Storeperson grade 3			
				Level 5		832.30	21.90	
					Child care worker grade 2			
					Clerical supervisor			
					Cook (tradesperson) grade 4			
					Food and beverage and gaming attendant grade 5			
					Front office supervisor			
					Guest service supervisor			
					Maintenance and horticultural level 4			

Current award

Proposed Registered and Licensed Clubs Award 2016

Level 6	• Guest service supervisor	854.60	22.49		Level 6		854.60	22.49			
	• Maintenance and horticultural level 4										
	• Cook (tradesperson) grade 5										
	• Club manager of a club with a gross annual revenue of less than \$500,000										
Level 7	• Child care worker grade 3	876.10	23.06	45,682.36	Level 7	Level A manager	876.10	23.06	45,682.36		
	• Level A manager										
Level 8	• Club manager of a club with a gross annual revenue of less than \$500,000	913.20	24.03	47,616.86	Level 8	Level B manager	913.20	24.03	47,616.86		
	• Level B manager										
Level 9	• Child care worker grade 3	925.30	24.35	48,247.79		Maintenance and horticultural management level 1					
	• Level C manager										
Level 10	• Level A manager	959.20	25.24	50,015.43	Level 9	Level C manager	925.30	24.35	48,247.79		
	• Level B manager										
Level 11	• Maintenance and horticultural management level 1	994.30	26.17	51,845.64	Level 10	Level D manager	959.20	25.24	50,015.43		
	• Level C manager										
Level 12	• Level C manager	1,057.20	27.82	55,125.43	Level 11	Level E manager	994.30	26.17	51,845.64		
	• Level D manager										
Level 13	• Maintenance and horticultural management level 2	1,077.80	28.36	56,199.57		Maintenance and horticultural management level 2					
	• Level E manager										
	• Level F manager				Level 12	Level F manager	1,057.20	27.82	55,125.43		
	• Level G manager				Level 13	Level G manager	1,077.80	28.36	56,199.57		

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

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

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

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

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

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

- 18.1(a)—Meal allowance;
- 18.1(c)—Uniforms—club managers;
- 18.1(d)—Vehicle allowance;
- 18.1(h)—Higher duties;
- 18.3—Broken shifts;
- 26—Ordinary hours of work and rostering;

18.4 Non-application of particular provisions of this award to employees within particular classifications receiving specified salaries

(a) Managerial classifications—levels 7–13 inclusive in clause 18.2

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

- 15—Ordinary hours of work (other than sub clause 15.8—Special provisions for accrued rostered days off—club managers);
- 18.11—Higher duties;
- 19.2(c)—Broken periods of work allowance;
- 22—Recall to duty—club managers;
- 23—Overtime; and
- 24—Penalty rates (other than penalty rate provisions relating to public holidays (see clause 24));

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

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

- 15—Ordinary hours of work;
- 18.11—Higher duties;
- 19.2(c)—Broken periods of work allowance;
- 19.3(b)—Meal allowance—club managers;
- 19.3(d)—Uniforms—club managers;
- 19.3(e)—Vehicle allowance;
- 22—Recall to duty—club managers;

- 27—Recall to duty—club managers;
- 28—Overtime;
- 29—Penalty rates; and
- 34.3—Additional arrangements for full-time employees

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

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

(b) Maintenance and horticultural levels 1–4

An employee classified at Maintenance and horticultural levels 1–4 (as defined) may freely agree in writing to payment of a salary of not less than 33% in excess of the minimum weekly rate of pay for level 4 (Maintenance and horticultural level 3—tradesperson) instead of the following provisions of the award—clause 18.1(a)—Meal allowance; clause 24—Meal breaks; clause 26—Ordinary hours of work and rostering; clause 28—Overtime; and clause 34—Public holidays, provided that no employee on such a salary arrangement will be required to work in excess of 38 ordinary hours per week, averaged over a 52 week period. An agreement made pursuant to this subclause may be terminated by either party after 12 months by giving 28 days’ written notice or such lesser period as is agreed.

- 23—Overtime;
- 24—Penalty rates; and
- 28.3—Additional arrangements for full-time employees

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

- (i) An employee classified at Maintenance and horticultural levels 1–4 may agree in writing to payment of a salary of not less than 33% more than the minimum weekly rate for level 4 (Maintenance and horticultural level 3—tradesperson) instead of the following provisions of the award applying to their employment—

- clause 15—Ordinary hours of work;
- clause 17—Meal breaks;
- clause 19.3(a)—Meal allowance—club employees;
- clause 23—Overtime; and
- clause 28—Public holidays

- (ii) No employee on a salary arrangement under clause 18.4(b)(i) will be required to work in excess of 38 ordinary hours per week, averaged over a 52 week period.

- (iii) An agreement made pursuant to clause 18.4(b)(i) may be terminated by either party after 12 months by giving 28 days’ written notice or a lesser period as is agreed.

17.4 Apprentice wages

(a) Cooking and maintenance and horticultural apprenticeship

(i) A person who has completed a full apprenticeship in cooking or maintenance and horticulture must be paid not less than the standard rate.

(ii) An employee apprenticed in the cooking or maintenance and horticulture trades will be paid the percentage of the standard rate, as follows:

Year	%
First	55
Second	65
Third	80
Fourth	95

(b) Waiting apprenticeship

(i) Any person who has completed a full apprenticeship as a qualified tradesperson must be paid not less than the standard rate.

(ii) An employee apprenticed in the waiting trade will be paid the standard rate, or the wage as otherwise prescribed, as follows:

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

18.5 Apprentice wages

(a) Cooking and maintenance and horticultural apprenticeship

(i) A person who has completed a full apprenticeship in cooking or maintenance and horticulture must be paid not less than the standard rate.

(ii) An apprentice in the cooking or maintenance and horticulture trades will be paid the percentage of the standard rate, as follows:

Year	% of standard rate (Level 4)
First	55
Second	65
Third	80
Fourth	95

(b) Waiting apprenticeship

(i) A person who has completed a full apprenticeship as a qualified tradesperson must be paid not less than the standard rate.

(ii) An apprentice in the waiting trade will be paid the standard rate, or the wage as otherwise prescribed, as follows:

Stage of apprenticeship	Rate prescribed
1 st six months	70% of the standard rate
2 nd six months	85% of the standard rate
3 rd six months	Midway between the total rate prescribed for Food and beverage attendant grade 2 (waiter) in clause 18.2 and the standard rate; and
4 th six months	Midway between the total rate prescribed for the third six months, above, and the standard rate.

(c) Proficiency pay—cooking apprenticeship**(i) Application**

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

(ii) Payments

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

On one occasion only:

- for the first nine months of the fourth year of apprenticeship, the normal fourth year rate of pay;
- thereafter, the standard rate.

On two occasions:

- for the first six months of the fourth year of apprenticeship, the normal fourth year rate of pay;
- thereafter, the standard rate.

On all three occasions:

- for the entire fourth year, the standard rate.

(d) Proficiency payments—waiting apprenticeship**(i) Application**

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

(c) Proficiency pay—cooking apprenticeship**(i) Application**

Proficiency pay as set out in clause 18.5(c)(ii) will apply to apprentices who have successfully completed their schooling in a given year.

(ii) Payments

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

On one occasion only:

- for the first nine months of the fourth year of apprenticeship—the normal fourth year rate of pay;
- thereafter—the standard rate.

On two occasions:

- for the first six months of the fourth year of apprenticeship—the normal fourth year rate of pay;
- thereafter—the standard rate.

On all three occasions:

- for the entire fourth year—the standard rate.

(d) Proficiency payments—waiting apprenticeship**(i) Application**

Proficiency pay as set out in clause 18.5(d)(ii) will apply to level 2 apprentices who have successfully completed their schooling in the first year.

(ii) Payments

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

(e) Adult apprentices

(i) The minimum wage of an adult apprentice who commenced on or after 1 January 2014 and is in the first year of their apprenticeship must be 80% of the standard rate, or the appropriate rate prescribed by clause 17.4 for the relevant year of the apprenticeship, or the rate prescribed by clause B.3.1(d)(ii), whichever is the greater.

(ii) The minimum wage of an adult apprentice who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be the rate for the lowest adult classification in subclause 17.2—Club employees, or the appropriate rate prescribed by clause 17.4 for the relevant year of the apprenticeship or the rate prescribed by clause B.3.1(d)(ii), whichever is the greater.

(iii) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least six months as a full-time employee or twelve months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 17.2 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

(ii) Payments

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

(e) Adult apprentices

(i) The minimum wage of an adult apprentice who commenced their apprenticeship on or after 1 January 2014 and is in the first year of their apprenticeship must be **80%** of the standard rate, or the appropriate rate prescribed by clause 18.5 for the relevant year of the apprenticeship, whichever is the greater.

(ii) The minimum wage of an adult apprentice who commenced their apprenticeship 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 18.2—Adult employees or the appropriate rate prescribed by clause 18.5 for the relevant year of the apprenticeship, whichever is the greater.

(iii) A person employed by an employer under this award immediately before 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 12 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 18.2 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

<p>17.5 Junior employees</p> <p>(a) The minimum rate of wages for junior employees will be the undermentioned percentages of the rate prescribed for the adult classification appropriate to the work performed for the area in which the employee is working:</p> <table border="1" data-bbox="280 347 875 655"> <thead> <tr> <th>Age</th> <th>%</th> </tr> </thead> <tbody> <tr> <td>17 years of age and under</td> <td>60</td> </tr> <tr> <td>18 years of age</td> <td>70</td> </tr> <tr> <td>19 years of age</td> <td>85</td> </tr> <tr> <td>20 years of age</td> <td>100</td> </tr> </tbody> </table>	Age	%	17 years of age and under	60	18 years of age	70	19 years of age	85	20 years of age	100	<p>18.6 Junior employees</p> <p>(a) The minimum rate of wages for junior employees will be the following percentages of the rate prescribed for the adult classification appropriate to the work performed for the area in which the employee is working:</p> <table border="1" data-bbox="1294 320 2029 703"> <thead> <tr> <th>Age</th> <th>% of appropriate adult rate</th> </tr> </thead> <tbody> <tr> <td>17 years of age and under</td> <td>60</td> </tr> <tr> <td>18 years of age</td> <td>70</td> </tr> <tr> <td>19 years of age</td> <td>85</td> </tr> <tr> <td>20 years of age</td> <td>100</td> </tr> </tbody> </table>	Age	% of appropriate adult rate	17 years of age and under	60	18 years of age	70	19 years of age	85	20 years of age	100
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18 years of age	70																				
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20 years of age	100																				
<p>17.6 Casual fitness instructors</p> <p>(a) Minimum rate per hour is \$44.64.</p> <p>(b) Minimum engagement—one hour.</p> <p>NOTE: The hourly rate specified in this clause is inclusive of the 25% casual loading in clause 10.5.</p>	<p>18.3 Casual fitness instructors</p> <p>(a) Minimum hourly rate —\$44.64 inclusive of the 25% casual loading in clause 11.2.</p> <p>(b) Minimum engagement—one hour.</p>																				
<p>17.7 Supported wage system</p> <p>See Schedule D</p>	<p>18.7 Supported wage system</p> <p>For employees who because of the effects of a disability are eligible for a supported wage, see Schedule D—Supported Wage System.</p>																				
<p>17.8 National training wage</p> <p>See Schedule E</p>	<p>18.8 National training wage</p> <p>For employees undertaking a traineeship, see Schedule E—National Training Wage.</p>																				

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.

18.10 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:

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

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

18. Allowances

Clause inserted - proposed new provision

19. Allowances

19.1 Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule C for a summary of monetary allowances and method of adjustment.

19.2 Wage-related allowances

(a) Allowances paid for **all purposes** are included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on annual leave. The following allowance is paid for all purposes under this award:

(i) First aid allowance (clause 19.2(b))

18.1 Expenses incurred in the course of employment**(a) Meal allowance****(i) Club employees other than club managers**

- 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 \$12.57.
- If an employee who has been given notice of a requirement to work overtime has provided a meal and is not required to work overtime or is required to work less than the amount advised, the employee must be paid as prescribed above for the meal which they have provided but which is surplus.

(ii) Club managers

- 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 \$12.57, whenever the club is providing such meals.
- Where an employee due to operational requirements is unable to partake of a meal free of cost the employee will be paid an allowance of \$12.57 per meal.
- Despite the provisions of this clause, an employer and an employee may agree in writing that an allowance of \$12.57 per meal will be paid instead of the provision of a meal free of cost to the employee.
- Where a club does not provide a meal for members, the employee will be entitled to an allowance of \$12.57 per meal.

19.3 Expense-related allowances**(a) Meal allowance—club employees**

- (i)** An employee required to work overtime for more than two hours without being notified on the previous day or earlier of the requirement to work must either be supplied with a meal by the employer or be paid an allowance of **\$12.57**.
- (ii)** If an employee, having been given notice of a requirement to work overtime, has provided a meal for themselves and is not required to work overtime or is required to work less than the amount advised, the employee must be paid an allowance of **\$12.57** for the extra meal which they have provided.

(b) Meal allowance—club managers

- (i)** Where a club provides meals for members, a manager employed by the club will, while on duty, be entitled to a free meal, to the maximum value of **\$12.57**, whenever the club is providing meals.
- (ii)** Where due to operational requirements an employee is unable to consume a free meal, the employee will be paid an allowance of **\$12.57** per meal.
- (iii)** Despite the provisions of clause 19.3(b), an employer and an employee may agree in writing that an allowance of **\$12.57** per meal will be paid instead of the provision of a free meal to the employee.
- (iv)** Where a club does not provide a meal for members, the employee will be entitled to an allowance of **\$12.57** per meal.

(b) Clothing, equipment and tools

- (i)** Where a cook is required to use their own tools, the employer must pay an allowance of \$1.55 per day or part thereof up to a maximum of \$7.60 per week. Where a maintenance and horticultural employee is required to supply and use their own tools, the employer will reimburse the cost of such tools.
- (ii)** Where the employer requires an employee to wear any special clothing such as coats, dresses, caps, aprons, cuffs, safety footwear and any other articles of clothing, the employer must reimburse the employee for the cost of purchasing such special clothing. The provisions of this clause do not apply where the special clothing is supplied by the employer.
- (iii)** Where the employee is responsible for laundering the special clothing the employer must reimburse the employee for the demonstrated costs of laundering it.
- (iv)** The employer and the employee may agree on an arrangement under which the employee will wash and iron the special clothing for an agreed sum of money to be paid by the employer to the employee each week.
- (v)** For the purposes of this clause black and white attire (not being dinner suit or evening dress), shoes, hosiery and/or socks are not special clothing.
- (vi)** Where it is necessary that an employee wear waterproof or other protective clothing such as waterproof boots, aprons, or gloves, the employer must reimburse the employee for the cost of purchasing such clothing. The provisions of this clause do not apply where the protective clothing is supplied by the employer.

(c) 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 the tools.
- (ii)** Where the employer requires an employee to wear any special clothing such as coats, dresses, caps, aprons, cuffs, safety footwear and any other articles of clothing, the employer must reimburse the employee the cost. The provisions of clause 19.3(c)(ii) do not apply where the special clothing is supplied by the employer.
- (iii)** Where the employee is responsible for laundering the special clothing the employer must reimburse the employee for the demonstrated costs of laundering it.
- (iv)** The employer and the employee may agree on an arrangement under which the employee will wash and iron the special clothing for an agreed sum of money to be paid by the employer to the employee each week.
- (v)** For the purposes of this clause black and white attire (not being dinner suit or evening dress), shoes, hosiery and/or socks are not special clothing.
- (vi)** Where it is necessary that an employee wear waterproof or other protective clothing such as waterproof boots, aprons, or gloves, the employer must reimburse the employee for the cost of purchasing such clothing. The provisions of this clause do not apply where the protective clothing is supplied by the employer.

<p>(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.</p>	<p>(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.</p>
<p>(viii) In the case of genuine wear and tear, damage, loss or theft that is not the employee’s fault the provisions of clause 18.1(b)(vii) will not apply.</p> <p>(ix) Where the employer requires an employee to provide and use any towels, tools, ropes, brushes, knives, choppers, implements, utensils and materials, the employer must reimburse the employee for the cost of purchasing such equipment. The provisions of this clause do not apply where these items are supplied by the employer.</p>	<p>(viii) In the case of genuine wear and tear, damage, loss or theft that is not the employee’s fault the provisions of clause 19.3(c)(vii) will not apply.</p> <p>(ix) Where the employer requires an employee to provide and use any towels, tools, ropes, brushes, knives, choppers, implements, utensils and materials, the employer must reimburse the employee for the cost of purchasing such equipment. The provisions of this clause do not apply where these items are supplied by the employer.</p>
<p>(c) Uniforms—club managers</p> <p>(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.</p> <p>(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.</p> <p>(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</p>	<p>(d) Uniforms—club managers</p> <p>(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 clause 19.3(d)(i) do not apply where the uniform is supplied by the employer.</p> <p>(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.</p> <p>(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</p>

<p>receipt, the employer will be entitled to deduct the value as stated on the receipt from the employee's wages.</p> <p>(iv) In the case of genuine wear and tear, damage, loss or theft that is not the employee's fault, the provisions of clause 18.1(c)(iii) will not apply.</p>	<p>receipt, the employer will be entitled to deduct the value as stated on the receipt from the employee's wages.</p> <p>(iv) In the case of genuine wear and tear, damage, loss or theft that is not the employee's fault, the provisions of clause 19.3(d)(iii) will not apply.</p>
<p>(d) Vehicle allowance</p> <p>An employee who is required by their employer to use their own vehicle in or in connection with the official business of the employer must be paid an allowance of \$0.78 each kilometre of authorised travel. An employer may require an employee to record full details of all such official travel requirements in a log book as a pre-condition for the employee qualifying for the allowance.</p>	<p>(e) Vehicle allowance</p> <p>An employee who is required by their employer to use their own vehicle in or in connection with the official business of the employer must be paid an allowance of \$0.78 each kilometre of authorised travel. An employer may require an employee to record full details of all such official travel requirements in a log book as a pre-condition for the employee qualifying for the allowance.</p>
<p>(e) Working late</p> <p>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.</p> <p>(f) Working early</p> <p>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.</p>	<p>(f) Working late</p> <p>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.</p> <p>(g) Working early</p> <p>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.</p>
<p>(g) Working away from usual place of work</p> <p>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.</p> <p>(i) The employer must pay the employee an amount equal to the cost of fares reasonably spent by the employee in travelling from the employee's usual place of work to the new place of work.</p>	<p>(h) Working away from usual place of work</p> <p>(i) Clause 19.3(h) applies where an employer requires an employee other than a casual employee to work at a place more than 80 kilometres from the employee's usual place of work.</p> <p>(ii) 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.</p>

<p>(ii) The employer may recover any amount paid to an employee under this clause if the employee concerned leaves their employment or is dismissed for misconduct within three months of receiving such a payment.</p>	<p>(iii) The employer may recover any amount paid to an employee under clause 19.3(h) if the employee leaves their employment or is dismissed for misconduct within three months of receiving the payment.</p>
<p>(h) Higher duties</p> <p>(i) Any employee employed for two or more hours of one day on duties carrying a higher rate than the employee’s ordinary classification will be paid the higher rate for each day. If the employee is employed for less than two hours on such duties, the employee is entitled to be paid the higher rate for the time so worked.</p> <p>(ii) A higher paid employee will, when necessary, temporarily relieve a lower paid employee without loss of pay.</p>	<p>18.11 Higher duties</p> <p>(a) An employee employed for two or more hours of one day on duties carrying a higher rate than the employee’s ordinary classification will be paid the higher rate for that day. If the employee is employed for less than two hours on such duties, the employee is entitled to be paid the higher rate for the time worked at the higher classification.</p> <p>(b) A higher paid employee will, when necessary, temporarily relieve a lower paid employee without loss of pay.</p>
<p>(i) Expenses—club managers</p> <p>(i) An employee will be reimbursed for all monies reasonably expended by the employee for and on behalf of the employer subject to Board policy or approval.</p> <p>(ii) The Board of Directors or a duly appointed representative of the Board may predetermine the parameters for the usage of credit cards issued to the employee and advise the club card holder of those parameters accordingly.</p> <p>(j) Maintenance and horticultural employees training allowance</p> <p>Maintenance and horticultural employees undertaking a horticultural, maintenance and/or greenkeeping certificate course required by their employer will be given leave in the employer’s time to attend such classes, lectures and examinations as required by the relevant technical college. Fees for the course will be reimbursed by the employer to the employee at the successful completion of each year.</p>	<p>19.3 (i) Expenses—club managers</p> <p>(i) An employee will be reimbursed for all monies they reasonably spend for and on behalf of the employer, subject to Board policy or approval.</p> <p>(ii) The Board of Directors or a duly appointed representative of the Board may predetermine the parameters for the usage of credit cards issued to the employee and advise the club card holder of those parameters accordingly.</p> <p>(j) Maintenance and horticultural employees training allowance</p> <p>(i) Maintenance and horticultural employees undertaking a horticultural, maintenance and/or greenkeeping certificate course required by their employer will be given leave in the employer’s time to attend classes, lectures and examinations as required by the relevant technical college.</p> <p>(ii) Fees for the course under clause 19.3(j)(i) will be reimbursed by the employer to the employee at the successful completion of each year.</p>

<p>(k) Adjustment of expense related allowances</p> <p>(i) At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.</p> <p>(ii) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:</p> <table border="1" data-bbox="280 539 1093 858"> <thead> <tr> <th>Allowance</th> <th>Applicable Consumer Price Index figure</th> </tr> </thead> <tbody> <tr> <td>Meal allowance</td> <td>Take away and fast foods sub-group</td> </tr> <tr> <td>Clothing, equipment and tools allowance</td> <td>Clothing and footwear group</td> </tr> <tr> <td>Vehicle allowance</td> <td>Private motoring sub-group</td> </tr> </tbody> </table>	Allowance	Applicable Consumer Price Index figure	Meal allowance	Take away and fast foods sub-group	Clothing, equipment and tools allowance	Clothing and footwear group	Vehicle allowance	Private motoring sub-group	<p>C.2.1 Adjustment of expense-related allowances</p> <p>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.</p> <p>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:</p> <table border="1" data-bbox="1220 480 2098 799"> <thead> <tr> <th>Allowance</th> <th>Applicable Consumer Price Index figure</th> </tr> </thead> <tbody> <tr> <td>Meal allowance</td> <td>Take away and fast foods sub-group</td> </tr> <tr> <td>Clothing, equipment and tools allowance</td> <td>Clothing and footwear group</td> </tr> <tr> <td>Vehicle allowance</td> <td>Private motoring sub-group</td> </tr> </tbody> </table>	Allowance	Applicable Consumer Price Index figure	Meal allowance	Take away and fast foods sub-group	Clothing, equipment and tools allowance	Clothing and footwear group	Vehicle allowance	Private motoring sub-group
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<p>18.2 Allowance for responsibilities or skills that are not taken into account in rates of pay—first aid allowance</p> <p>An employee who has undertaken a first aid course and who is the holder of a current recognised first aid qualification such as a certificate from the St John Ambulance or similar body and who is appointed by the employer as a first aid attendant must be paid an allowance, per week, equal to 1.2% of the standard weekly rate for all purposes.</p>	<p>19.2 (b) First aid allowance</p> <p>An employee who has undertaken a first aid course and who is the holder of a current recognised first aid qualification such as a certificate from the St John Ambulance or similar body and who is appointed by the employer as a first aid attendant must be paid an allowance of \$9.40 per week. This amount will be paid for all purposes.</p>																
<p>18.3 Allowance for disabilities associated with the performance of particular tasks or work in particular conditions or locations—broken periods of work</p> <p>An employee (other than casual) who is required to work any of their ordinary hours on any day in more than one period of employment, other than for meal breaks as prescribed in accordance with the provisions of clause 24—Meal breaks, will be paid an allowance of 0.4% of the standard weekly rate per day, for such broken work period worked.</p>	<p>(c) Broken periods of work allowance</p> <p>An employee (other than a casual employee) who is required to work any of their ordinary hours on any day in more than one period of employment, other than for meal breaks in accordance with the provisions of clause 17—Meal breaks, will be paid an allowance of \$3.13 per day, for the broken work period worked.</p>																

<p>19. District allowances</p> <p><i>Provision not reproduced - clause removed- see AM2014/190</i></p>	<p><i>Transitional provision - clause removed - obsolete - see AM2014/190</i></p>
<p>20. Accident pay</p> <p><i>Provision not reproduced - clause removed- see AM2014/190</i></p>	<p><i>Transitional provision - clause removed - obsolete - see AM2014/190</i></p>
<p>21. Payment of wages</p> <p>21.1 Except upon the termination of employment all wages including overtime will be paid on any day other than Friday, Saturday or Sunday in each week. However, by agreement between the employer and the majority of employees in the workplace, in a week where a holiday occurs payment of wages may be made on a Friday.</p> <p>21.2 By agreement between the employer and the employee wages may be paid either weekly or fortnightly by one of the following means:</p> <ul style="list-style-type: none"> (a) cash; (b) cheque; or (c) payment into employee’s bank account by electronic funds transfer, without cost to the employee. <p>21.3 However, an employer may pay an employee weekly by cash without consultation.</p> <p>21.4 Employees who are paid their wages at any time other than during their working time, will, if kept waiting more than 15 minutes, be paid overtime rates for all such waiting time.</p> <p>21.5 Employees whose rostered day off falls on pay day will be paid their wages, if they so desire, before going off duty on the working day prior to their day off. However, this provision will not apply to employees paid by electronic funds transfer.</p>	<p>20. Payment of wages</p> <p>20.1 Except upon the termination of employment all wages including overtime will be paid on any day other than Friday, Saturday or Sunday in each week. However, by agreement between the employer and the majority of employees in the workplace, in a week where a holiday occurs payment of wages may be made on a Friday.</p> <p>20.2 By agreement between the employer and the employee wages may be paid either weekly or fortnightly by one of the following means:</p> <ul style="list-style-type: none"> (a) cash; (b) cheque; or (c) payment into employee’s bank account by electronic funds transfer, without cost to the employee. <p>20.3 An employer may pay an employee weekly by cash without consultation.</p> <p>20.4 Employees who are paid their wages at any time other than during their working time, will, if kept waiting more than 15 minutes, be paid overtime rates for all such waiting time.</p> <p>20.5 Employees whose rostered day off falls on pay day will be paid their wages, if they so desire, before going off duty on the working day prior to their day off. However, this provision will not apply to employees paid by electronic funds transfer.</p> <p>NOTE: Regulations 3.33(3) and 3.46(1)(g) of <i>Fair Work Regulations 2009</i> set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.</p>

<p>22. School-based apprentices</p> <p>See Schedule F</p>	<p>18.9 School-based apprentices</p> <p>For school-based apprentices see Schedule F—School-based Apprentices.</p>
<p>23. Superannuation</p> <p><i>Provision not reproduced - no change</i></p>	<p>21. Superannuation</p> <p><i>Provision not reproduced - no change</i></p>
<p>Part 5—Hours of Work and Related Matters</p> <p>24. Meal breaks</p> <p>24.1 Subject to the provisions of this clause:</p> <p>(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.</p> <p>(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.</p> <p>24.2 If an employee is not given a meal break in accordance with clause 24.1 the employer must pay the employee an extra hourly or part thereof payment at the rate of 50% of the ordinary hourly rate from the end of five hours until either the meal break is given or the shift ends.</p> <p>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.</p> <p>24.4 Where the club employs fewer than 10 people covered by this award, then the break prescribed by clause 24.2 can be substituted by a paid 20 minute crib break, which can be taken, as trade permits, at any time within that day's shift, and the penalty prescribed by clause 24.2 will not apply.</p> <p>24.5 If either:</p> <p>(a) an employee's hours of work fall entirely between 11.00 pm and 8.00 am; or</p>	<p>17. Meal breaks</p> <p>17.1 Subject to the provisions of this clause:</p> <p>(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 at least 30 minutes. The break must be given between 1.5 and five hours of the employee starting work.</p> <p>(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.</p> <p>17.2 If an employee is not given a meal break in accordance with clause 17.1 the employer must pay the employee 150% of the ordinary hourly rate from the end of five hours until either the meal break is given or the shift ends.</p> <p>17.3 If an employee is required to work more than five hours after the employee is given the unpaid meal break in clause 17.1, the employee must be given an additional 20 minute paid break.</p> <p>17.4 Where the club employs fewer than 10 people covered by this award, then the break prescribed by clause 17.2 can be substituted by a paid 20 minute crib break, which can be taken, as trade permits, at any time within that day's shift, and the penalty prescribed by clause 17.2 will not apply.</p> <p>17.5 If either:</p> <p>(a) an employee's hours of work fall entirely between 11.00 pm and 8.00 am; or</p> <p>(b) an employee is the only employee rostered for duty on a particular day or shift;</p>

<p>(b) an employee is the only employee rostered for duty on a particular day or shift;</p> <p>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.</p>	<p>the employee will be given a paid break of at least 20 minutes. This paid break may be given instead of the unpaid meal break provided in clause 17.1.</p>
<p>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.</p> <p>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.</p> <p>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.</p>	<p>17.6 Paid breaks – maintenance and horticultural employees</p> <p>(a) 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 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’ duration.</p> <p>(b) A maintenance and horticultural employee working overtime will be allowed a crib break of 20 minutes’ duration without loss of pay after each four hours of overtime worked if the employee continues work after such a break.</p> <p>(c) Where a maintenance and horticultural employee is to work a period of overtime of more than 1.5 hours, the employee will be allowed a meal break of 20 minutes’ duration after ordinary hours before starting overtime. The meal break will be paid for at the ordinary hourly rate.</p>
<p>25. Roster</p> <p>25.1 A roster for all full-time and part-time employees showing normal starting and finishing time and the surname and initials of each employee will be prepared by the employer and will be posted in a conspicuous place or places accessible to the employees concerned.</p> <p>25.2 The roster will be alterable by mutual consent at any time or by amendment of the roster on seven days’ notice. Where practicable two weeks’ notice of rostered day or days off will be given provided that the days off may be changed by mutual consent or through absence, through sickness or other cause over which the employer has no control.</p>	<p>16. Rostering arrangements—full-time and part-time employees</p> <p>16.1 A roster for all full-time and part-time employees showing normal starting and finishing times and the surname and initials of each employee will be prepared by the employer and will be posted in an obvious place or places accessible to the employees concerned.</p> <p>16.2 The roster may be changed, subject to clause 32—Consultation about changes to rosters or hours of work:</p> <p>(a) by mutual consent at any time; or</p> <p>(b) on seven days’ notice.</p> <p>16.3 Where practicable two weeks’ notice of rostered day or days off will be given provided that the days off may be changed by mutual consent or through absence, due to sickness or other cause over which the employer has no control.</p>

<p>26. Ordinary hours of work and rostering</p> <p>26.1 The hours of work of a full-time employee are an average of 38 per week.</p> <p>26.2 Each full-time employee is entitled to two full days off per week (normal rostered days off).</p> <p>26.3 The average of 38 hours per week is to be worked in one of the following ways:</p> <ul style="list-style-type: none"> (a) a 19 day month of eight hours per day; provided that the ordinary daily hours (exclusive of meal breaks) will not exceed eight per day or shift, worked within a spread of 11 hours per day; (b) four days of eight hours and one of six hours; provided that the ordinary daily hours (exclusive of meal breaks) will not exceed eight per day, worked within a spread of 11 hours per day, except that the daily maximum will be six hours worked within a spread of eight hours for one day in five under this method; (c) four days of 9.5 hours per day (exclusive of meal breaks) within a spread of 12 hours; (d) five days of seven hours 36 minutes per day worked (exclusive of meal breaks) within a spread of 10.5 hours; (e) 152 hours per each four week period with a minimum of eight normal rostered days off per each four week period; or (f) any combination of the above. <p>26.4 The arrangement for working the average of 38 hours per week is to be agreed between the employer and the employee from the alternatives in clause 26.3.</p> <p>26.5 Where the hours of work arrangement provides for 152 hours per each four week period:</p> <ul style="list-style-type: none"> (a) no employee is to work more than 10 days in a row without a normal rostered day off; 	<p>Part 3—Hours of Work</p> <p>15. Ordinary hours of work</p> <p>15.1 The ordinary hours of work of a full-time employee are an average of 38 hours per week.</p> <p>15.2 Each full-time employee is entitled to two full days off per week as normal rostered days off.</p> <p>15.3 The average of 38 hours per week is to be worked in one of the following ways:</p> <ul style="list-style-type: none"> (a) a 19 day month of eight hours per day; provided that the ordinary daily hours (exclusive of meal breaks) will not exceed eight per day or shift, worked within a spread of 11 hours per day; (b) four days of eight hours and one of six hours; provided that the ordinary daily hours (exclusive of meal breaks) will not exceed eight per day, worked within a spread of 11 hours per day, except that the daily maximum will be six hours worked within a spread of eight hours for one day in five under this method; (c) four days of 9.5 hours per day worked (exclusive of meal breaks) within a spread of 12 hours; (d) five days of seven hours 36 minutes per day worked (exclusive of meal breaks) within a spread of 10.5 hours; (e) 152 hours per each four week period with a minimum of eight normal rostered days off per each four week period (subject to clause 15.5); or (f) any combination of the above. <p>15.4 The arrangement for working the average of 38 hours per week is to be agreed between the employer and the employee from the alternatives in clause 15.3.</p> <p>15.5 Where the hours of work arrangement provides for 152 hours per each four week period:</p> <ul style="list-style-type: none"> (a) no employee is to work more than 10 days in a row without a normal rostered day off;
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<p>(b) where an employee works more than 20 days in a four week period, the 21st and any subsequent days worked in the four week period must be paid at the rates prescribed in clause 28.2.</p>	<p>(b) where an employee works more than 20 days in a four week period, the 21st and any subsequent days worked in the four week period must be paid at the rates prescribed in clause 23.2.</p>
<p>26.6 Special provisions for maintenance and horticultural employees</p> <p>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.</p>	<p>15.6 Special provisions for maintenance and horticultural employees</p> <p>(a) For maintenance and horticulture employees the ordinary hours will be worked between the hours of:</p> <p>(i) 6.00 am and 6.00 pm Monday to Friday; and</p> <p>(ii) 6.00 am and 12.00 noon on Saturday.</p> <p>(b) The span of hours may be increased up to one hour by agreement between the employer and the majority of employees.</p> <p>(c) 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.</p>
<p>26.7 Special provisions for accrued rostered days off</p> <p>(a) Overtime accrued rostered days off may, by agreement, be banked to a maximum of five days credit and will be taken at a time or times that are mutually agreeable to the employer and the employee.</p> <p>(b) Employees will be entitled to a maximum of 12 accrued days off in any one calendar year.</p> <p>(c) Accrued time will be reduced pro rata for any unpaid non-attendance.</p> <p>(d) For the purposes of the overtime provisions of the award, the standard day for full-time employees engaged on an accrued day off arrangement will be deemed to be eight ordinary hours.</p> <p>(e) A full-time employee who is absent from duty (other than on annual leave, long service leave, paid personal/carer's leave, compassionate leave, public holidays or other paid leave) will have eight hours ordinary time rate of pay deducted from the employee's wages for each day the employee is absent.</p>	<p>15.7 Special provisions for accrued rostered days off</p> <p>(a) Accrued rostered days off may, by agreement, be banked to a maximum of five days credit and will be taken at a time or times that are mutually agreeable to the employer and the employee.</p> <p>(b) Employees will be entitled to a maximum of 12 accrued days off in any one calendar year.</p> <p>(c) Accrued time will be reduced pro rata for any unpaid non-attendance.</p> <p>(d) For the purposes of the overtime provisions of the award, the standard day for full-time employees engaged on an accrued day off arrangement will be deemed to be eight ordinary hours.</p> <p>(e) A full-time employee who is absent from duty (other than on annual leave, long service leave, paid personal/carer's leave, compassionate leave, public holidays or other paid leave) will have eight hours at the ordinary hourly rate of pay deducted from the employee's wages for each day the employee is absent.</p>

<ul style="list-style-type: none"> (f) The hourly rate of pay will be calculated by dividing the ordinary weekly rate by 38. (g) Any accrued time granted to an employee in advance or owing to an employee, at the time of termination of employment, and not offset by time worked, will be deducted from or added to the final payment on termination. 	<ul style="list-style-type: none"> (f) Any accrued time granted to an employee in advance or owing to an employee, at the time of termination of employment, and not offset by time worked, will be deducted from or added to the final payment on termination.
<p>26.8 Special provisions for accrued rostered days off—club managers</p> <ul style="list-style-type: none"> (a) Each employee will be free from duty for at least nine days in each four weekly period provided that in each such period that on at least two occasions such days will be consecutive. (b) Where the employer and an employee mutually agree in writing to substitute an alternative method of taking time off, then that method will apply. (c) In clubs where only a club manager is employed the Board of Directors and the club manager may, by mutual consent in writing, agree to the club manager taking eight full days and two half days off in each four week period. (d) The club’s Board of Directors or a duly authorised representative of the Board will have the right to direct when a rostered day off will not be worked and, in the case of an emergency, the right to direct when a rostered day off will be worked. (e) An employee who works on their rostered day(s) off as directed will be paid at overtime rates for all hours so worked. (f) Details of all work performed on a rostered day off by any employee covered by this award will be submitted in writing by the club manager to the club’s Board of Directors or to a duly authorised representative of the Board prior to or at the meeting of the Board following the day on which such work was performed and payment for such work will be made on the first pay day after that meeting. (g) Where details of work are not submitted in accordance with clause 26.8(f), no entitlement to payment will arise. 	<p>15.8 Special provisions for accrued rostered days off—club managers</p> <ul style="list-style-type: none"> (a) An employee will be free from duty for at least nine days in each four weekly period. In each four week period the employee will have two consecutive days off on at least two occasions. (b) Where the employer and an employee mutually agree in writing to substitute an alternative method of taking time off, then that method will apply. (c) In clubs where only a club manager is employed the Board of Directors and the club manager may, by mutual consent in writing, agree to the club manager taking eight full days and two half days off in each four week period. (d) The club’s Board of Directors or a duly authorised representative of the Board will have the right to direct when a rostered day off will not be worked and, in the case of an emergency, the right to direct when a rostered day off will be worked. (e) Work performed on a rostered day off <ul style="list-style-type: none"> (i) An employee who works on their rostered day(s) off as directed under clause 15.8(d) will be paid at overtime rates for all hours worked. (ii) Details of all work performed on a rostered day off by an employee will be submitted in writing by the club manager to the club’s Board of Directors (the Board) or to a duly authorised representative of the Board before or at the next meeting of the Board. (iii) Where details of work are submitted in accordance with clause 15.8(e)(ii), payment for the work will be made on the first pay day after the meeting. (iv) Where details of work are not submitted in accordance with clause 15.8(e)(ii), no entitlement to payment will arise.

<p>(h) The taking of rostered days off may be deferred with the prior approval of the club's Board, with such rostered days off to be banked, by written agreement for a period not exceeding 12 months from the date such rostered days off accrued to the employee, to be taken at a time agreed upon between the employer and employee; provided that the number of rostered days off so banked will at no time exceed 10 such days.</p> <p>(i) The employer and the employee may agree in writing that the money value of any rostered days off accrued and banked, pursuant to clause 26.8(h), but not taken by the employee, may be paid to the employee instead of taking such accrued and banked rostered days off. Payment will be made at normal time rates of pay.</p> <p>(j) By agreement with the employer, the employee's accrued rostered days off may be added to the employee's annual leave (no annual leave loading will apply to such accruals).</p> <p>(k) Upon termination of the employee's employment for any reason, the money value of any rostered days off accrued and banked pursuant to clause 26.8(h), but not taken by the employee, will be paid to the employee at normal time rates of pay. Any rostered days off accrued in excess of 10 will be disregarded.</p> <p>(l) Despite anything to the contrary in this Award, and subject to further order of the Fair Work Commission, the provisions of this sub-clause 26.8 apply from 1 January 2010 to club managers employed or engaged in New South Wales or the Australian Capital Territory, and will not apply to club managers employed or engaged in any other State or Territory until 1 January 2013.</p>	<p>(f) Deferral of rostered days off</p> <p>(i) The taking of rostered days off may be deferred or 'banked' with the prior approval of the club's Board, as follows:</p> <ul style="list-style-type: none"> • rostered days off may be banked, by written agreement, for a period not exceeding 12 months from the date the rostered days off accrued to the employee; • rostered days off are to be taken at a time agreed on between the employer and employee; • the number of rostered days off banked will at no time exceed 10 days. <p>(ii) The employer and employee may agree in writing that the money value of any rostered days off accrued and banked but not taken by the employee, may be paid to the employee instead of taking the accrued and banked rostered days off. Payment under clause 15.8(f)(ii) will be made at the ordinary hourly rate.</p> <p>(iii) On termination of employment for any reason, the money value of any rostered days off accrued and banked, but not taken by the employee, will be paid to the employee at the ordinary hourly rate of pay. Any rostered days off accrued over 10 days will be disregarded.</p> <p>(iv) 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 accruals under clause 15.8(f).</p> <p>(g) Despite anything to the contrary in this Award, and subject to further order of the Fair Work Commission, the provisions of this sub-clause 15.8 apply from 1 January 2010 to club managers employed or engaged in New South Wales or the Australian Capital Territory, and will not apply to club managers employed or engaged in any other State or Territory until 1 January 2013.</p>
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<p>26.9 Make-up time</p> <p>An employee may elect, with the consent of their employer, to work make-up time, under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award.</p>	<p>15.9 Make-up time</p> <p>An employee may elect, with the consent of their employer, to work make-up time, under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award.</p>
<p>27. Recall to duty—club managers</p> <p>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.</p>	<p>Part 5—Overtime and Penalty Rates</p> <p>22. Recall to duty—club managers</p> <p>22.1 An employee recalled to work any overtime in one or more periods after having left the club premises will be paid for a minimum of one hour's work at overtime rates when the overtime is worked after the end of the ordinary hours of one shift and before the start of ordinary hours of the next shift. Clause 22.1 applies whether the employee was notified before or after having left the premises.</p> <p>22.2 Under clause 22.1:</p> <p>(a) Overtime is not required to be paid when the recall to work is because of the failure of the employee to perform a duty or function during the employee's ordinary working hours.</p> <p>(b) The employee will not be paid for the time spent travelling to and from the club on a recall.</p>
<p>28. Overtime</p> <p>28.1 An employer may require any full-time or part-time employee to work reasonable overtime at overtime rates.</p> <p>28.2 All time worked in excess of the hours and/or outside the spread of hours or outside the rostered hours prescribed in this award will be overtime and will be paid for at the following rates:</p> <p>(a) Monday to Friday inclusive—time and a half for the first two hours and double time for all work thereafter;</p> <p>(b) between midnight Friday and midnight Saturday—time and three-quarters for the first two hours and double time for all work thereafter;</p>	<p>23. Overtime</p> <p>23.1 An employer may require any full-time or part-time employee to work reasonable overtime at overtime rates.</p> <p>23.2 All time worked in excess of the hours and/or outside the spread of hours or outside the rostered hours prescribed in Part 3—Hours of Work will be overtime and will be paid for at the following rates:</p> <p>(a) Monday to Friday inclusive—150% of the ordinary hourly rate for the first two hours and 200% of the ordinary hourly rate for all work after two hours;</p> <p>(b) between midnight Friday and midnight Saturday—175% of the ordinary hourly rate for the first two hours and 200% of the ordinary hourly rate for all work after two hours;</p>

<p>(c) between midnight Saturday and midnight Sunday—double time for all time worked;</p> <p>(d) all work performed on a public holiday—double time and a half for all time worked, with a minimum payment of four hours at the rate of double time and a half;</p> <p>(e) all work performed on an employee’s rostered day off—double time, with a minimum payment of four hours at the rate of double time.</p> <p>28.3 Overtime on any day will stand alone.</p> <p>28.4 If an employee is so long on overtime duty that the employee has not had 10 hours’ rest before the employee’s next regular starting time, the employee will be allowed at least 10 hours’ rest without deduction of pay or will be paid at overtime rates for all time of duty until the employee has had at least eight hours’ rest.</p> <p>28.5 Notwithstanding the rates prescribed in clause 28.2 at the instigation of the employee there may be an agreement in writing between the employee and the employer to take time off with pay equivalent to the amount for which payment would otherwise have been made. Such accumulated time must be taken within four weeks from the time of accrual.</p> <p>28.6 An apprentice under the age of 18 years will not, without the employee’s consent, be required to work overtime, shiftwork or late work.</p> <p>28.7 A full-time or regular part-time employee required to work overtime for more than two hours without being notified on the previous day or earlier that they will be so required to work will be either supplied with a meal by the employer or be paid the allowance prescribed in clause 18.1(a)(i).</p>	<p>(c) between midnight Saturday and midnight Sunday—200% of the ordinary hourly rate for all time worked;</p> <p>(d) all work performed on a public holiday—250% of the ordinary hourly rate for all time worked, with a minimum payment of four hours;</p> <p>(e) all work performed on an employee’s rostered day off—200% of the ordinary hourly rate, with a minimum payment of four hours.</p> <p>23.3 Overtime on any day will stand alone.</p> <p>23.4 If an employee works so much overtime that the employee has not had 10 hours’ rest before the employee’s next regular starting time, the employee will be allowed at least 10 hours’ rest without loss of pay or will be paid at overtime rates for all working time until the employee has had at least eight hours’ rest.</p> <p>23.5 Notwithstanding the rates prescribed in clause 23.2 at the instigation of the employee there may be an agreement in writing between the employee and the employer to take time off with pay equivalent to the amount for which payment would otherwise have been made. Such accumulated time must be taken within four weeks from the time of accrual.</p> <p>23.6 An apprentice under the age of 18 years will not, without the employee’s consent, be required to work overtime, shiftwork or late work.</p> <p>23.7 A full-time or part-time employee required to work overtime for more than two hours without being notified on the previous day or earlier of the requirement to work will be either supplied with a meal by the employer or be paid the allowance prescribed in clause 19.3(a).</p>										
<p>29. Penalty rates</p> <p>29.1 An employee other than a maintenance and horticultural employee performing work on the following days will be paid the following percentage of the minimum wage rate in clause 17—Minimum wages for the relevant classification:</p> <table border="1" data-bbox="380 1404 1030 1468"> <tr> <td></td> <td>Monday to Friday</td> <td>Saturday</td> <td>Sunday</td> <td>Public holiday</td> </tr> </table>		Monday to Friday	Saturday	Sunday	Public holiday	<p>24. Penalty rates</p> <p>24.1 An employee other than a maintenance and horticultural employee performing work on the following days will be paid the following percentage of the ordinary hourly rate for the relevant classification:</p> <table border="1" data-bbox="1209 1340 2083 1452"> <tr> <td></td> <td>Monday to Friday</td> <td>Saturday</td> <td>Sunday</td> <td>Public holiday</td> </tr> </table>		Monday to Friday	Saturday	Sunday	Public holiday
	Monday to Friday	Saturday	Sunday	Public holiday							
	Monday to Friday	Saturday	Sunday	Public holiday							

					% of ordinary hourly rate																				
	%	%	%	%																					
Full-time and part-time	100	150	175	250	Full-time and part-time employees	100	150	175	250																
Casual (inclusive of the 25% casual loading)	125	150	175	250	Casual employees (inclusive of the 25% casual loading)	125	150	175	250																
<p>29.2 A maintenance and horticultural employee performing work on the following days will be paid the following percentage of the minimum wage rate in clause 17—Minimum wages for the relevant classification:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Monday to Friday and Saturday before 12 noon</th> <th style="text-align: center;">Saturday after 12 noon</th> <th style="text-align: center;">Sunday</th> <th style="text-align: center;">Public holiday</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">100%</td> <td style="text-align: center;">150% for the first 2 hours then 200%</td> <td style="text-align: center;">200%</td> <td style="text-align: center;">250%</td> </tr> </tbody> </table>					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%	<p>24.2 A maintenance and horticultural employee performing work on the following days will be paid the following percentage of the ordinary hourly rate for the relevant classification:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Monday to Friday and Saturday before 12 noon</th> <th style="text-align: center;">Saturday after 12 noon</th> <th style="text-align: center;">Sunday</th> <th style="text-align: center;">Public holiday</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">100%</td> <td style="text-align: center;">150% for the first 2 hours then 200%</td> <td style="text-align: center;">200%</td> <td style="text-align: center;">250%</td> </tr> </tbody> </table>					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%
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<p>29.3 Public holidays</p> <p>(a) An employee other than a casual working on a public holiday will be paid for a minimum of four hours' work.</p> <p>(b) Employees other than maintenance or horticultural employees who work on a prescribed holiday may, by agreement, perform such work at ordinary rates plus 50% additional loading, instead of the penalty rate prescribed in clause 29.1, provided that equivalent paid time is added to the employee's annual leave or one day instead of such public holiday will be allowed to the employee during the week in which such holiday falls. Provided that such holiday may be allowed to the employee within 28 days of such holiday falling due.</p> <p>(c) An employee other than a casual working on Christmas Day when it falls on a weekend will be paid an additional loading of 50% of their ordinary time rate for the hours worked on that day and will also be entitled to the benefit of a substitute day.</p>					<p>24.3 Public holidays</p> <p>(a) An employee other than a casual employee working on a public holiday will be paid for a minimum of four hours' work.</p> <p>(b) Employees other than maintenance or horticultural employees who work on a prescribed holiday may, by agreement, work at 150% of the ordinary hourly rate, instead of the penalty rate prescribed in clause 24.1, provided that:</p> <p>(i) equivalent paid time is added to the employee's annual leave; or</p> <p>(ii) an alternative day off instead of the public holiday may be taken during the week in which the holiday falls, or will be allowed to the employee within 28 days of the holiday falling due.</p> <p>(c) An employee other than a casual working on Christmas Day when it falls on a weekend will be paid 150% of the ordinary hourly rate for the hours worked on that day and will also be entitled to the benefit of a substitute day.</p>																				

<p>29.4 Late and early work penalty</p> <p>Employees other than maintenance or horticultural employees will be entitled to the following additional penalty for work performed at the following times:</p> <ul style="list-style-type: none"> (a) Monday to Friday, 7.00 pm to midnight: 10% of the standard hourly rate per hour or any part of an hour for such time worked within the said hours; and (b) Monday to Friday, midnight to 7.00 am: 15% of the standard hourly rate per hour or any part of an hour for such time worked within the said hours. 	<p>24.4 Late and early work penalty</p> <p>Employees other than maintenance or horticultural employees will be entitled to the following additional penalty for work performed at the following times:</p> <ul style="list-style-type: none"> (a) Monday to Friday, 7.00 pm to midnight: \$2.06 per hour or any part of an hour for such time worked within the said hours; and (b) Monday to Friday, midnight to 7.00 am: \$3.09 per hour or any part of an hour for such time worked within the said hours.
<p>29.5 Penalty rates not cumulative</p> <p>Except as provided in clause 24—Meal breaks, where time worked is required to be paid for at more than the ordinary rate such time will be not subject to more than one penalty, but will be subjected to that penalty which is to the employee’s greatest advantage.</p>	<p>24.5 Penalty rates not cumulative</p> <p>Except as provided in clause 17—Meal breaks, where time worked is required to be paid for at more than the ordinary hourly rate, the penalty which is to the employee’s greatest advantage will apply to the exclusion of other penalties.</p>
<p>30. Annual leave</p> <p>30.1 Leave entitlement</p> <ul style="list-style-type: none"> (a) Annual leave is provided for in the NES. It does not apply to casual employees. (b) For the purpose of the additional week of leave provided by the NES, a shiftworker means a seven day shiftworker who is regularly rostered to work on Sundays and public holidays, and includes a club manager. <p>30.2 The NES prescribes the basis for payment for annual leave, including payment for untaken leave upon the termination of employment.</p> <p>30.3 In addition to the payment provided for in the NES, an employer is required to pay an additional leave loading of 17.5% of that payment.</p>	<p>Part 6—Leave and Public Holidays</p> <p>25. Annual leave</p> <p>25.1 Leave entitlement</p> <ul style="list-style-type: none"> (a) Annual leave is provided for in the NES. It does not apply to casual employees. (b) For the purpose of the additional week of leave provided by the NES, a shiftworker means a seven day shiftworker who is regularly rostered to work on Sundays and public holidays, and includes a club manager. <p>25.2 The NES prescribes the basis for payment for annual leave, including payment for untaken leave upon the termination of employment.</p> <p>25.3 In addition to the payment provided for in the NES, an employer is required to pay an additional leave loading of 17.5% of that payment.</p>

<p>30.4 Close-down</p> <p>An employer may require an employee to take annual leave as part of a close-down of its operations, by giving at least four weeks' notice.</p>	<p>25.4 Close-down</p> <p>An employer may require an employee to take annual leave as part of a close-down of its operations, by giving at least four weeks' notice.</p>
<p>30.5 Excessive leave accruals: general provision</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>25.5 Excessive leave accruals: general provision</p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p>30.6 Excessive leave accruals: direction by employer that leave be taken</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>25.6 Excessive leave accruals: direction by employer that leave be taken</p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p>30.7 Excessive leave accruals: request by employee for leave</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>25.7 Excessive leave accruals: request by employee for leave</p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p>30.8 Annual leave in advance</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>25.8 Annual leave in advance</p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p>30.9 Cashing out of annual leave</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>25.9 Cashing out of annual leave</p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p>31. Personal/carer's leave and compassionate leave</p> <p>Personal/carer's leave and compassionate leave are provided for in the NES.</p>	<p>26. Personal/carer's leave and compassionate leave</p> <p>Personal/carer's leave and compassionate leave are provided for in the NES.</p>
<p><i>Clause inserted – proposed new provision</i></p>	<p>27. Parental leave and related entitlements</p> <p>Parental leave and related entitlements are provided for in the NES.</p>
<p>32. Community service leave</p> <p>Community service leave is provided for in the NES.</p>	<p>29. Community service leave</p> <p>Community service leave is provided for in the NES.</p>

<p>33. Professional development leave—club managers</p> <p>33.1 This clause applies only to club managers.</p> <p>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.</p> <p>33.3 Professional development leave is only available for the purpose of undertaking continuing education and industry activity programs.</p> <p>33.4 The entitlement to paid professional development leave is dependent on:</p> <ul style="list-style-type: none"> (a) the employee providing the club with at least 28 days’ notice, or a lesser period as mutually agreed, of the dates on which the employee seeks to take professional development leave; (b) the granting of leave not unduly affecting the operation of the club; and (c) the employee agreeing to provide, if requested by the club, a report outlining the potential benefits of the training undertaken to the operation of the club. <p>33.5 The club will reimburse an employee for any costs associated with undertaking continuing education programs and industry activities.</p>	<p>30. Professional development leave—club managers</p> <p>30.1 This clause applies only to club managers.</p> <p>30.2 In order to facilitate progression through the classification structure, a club manager is entitled to five days’ paid professional development leave in each calendar year, subject to the provisions of this clause.</p> <p>30.3 Professional development leave is only available for the purpose of undertaking continuing education and industry activity programs.</p> <p>30.4 The entitlement to paid professional development leave is dependent on:</p> <ul style="list-style-type: none"> (a) the employee providing the club with at least 28 days’ notice, or a lesser period as mutually agreed, of the dates on which the employee seeks to take professional development leave; (b) the granting of leave not unduly affecting the operation of the club; and (c) the employee agreeing to provide, if requested by the club, a report outlining the potential benefits of the training undertaken to the operation of the club. <p>30.5 The club will reimburse an employee for any costs associated with undertaking continuing education programs and industry activities.</p>
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<p>34. Public holidays</p> <p>34.1 Public holidays are provided for in the NES.</p> <p>34.2 By agreement between the employer and the majority of employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday instead of any of the days prescribed in s.115 of the Act.</p> <p>34.3 Additional arrangements for full-time employees</p> <p>(a) A full-time employee whose rostered day off falls on a public holiday must, subject to clause 29.3:</p> <p>(i) be paid an extra day’s pay;</p> <p>(ii) be provided with an alternative day off within 28 days; or</p> <p>(iii) receive an additional day’s annual leave.</p> <p>(b) Clause 34.3(a) does not apply in relation to Easter Saturday, if employees have their ordinary hours rostered only on Monday to Friday.</p> <p>(c) A full-time employee who works on a public holiday which is subject to substitution as provided for by the NES will be entitled to the benefit of the substitute day.</p>	<p>28. Public holidays</p> <p>28.1 Public holiday entitlements are provided for in the NES.</p> <p>28.2 By agreement between the employer and the majority of employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday instead of any of the days prescribed in s.115 of the Act.</p> <p>28.3 Additional arrangements for full-time employees</p> <p>(a) A full-time employee whose rostered day off falls on a public holiday must, subject to clause 24.3:</p> <p>(i) be paid an extra day’s pay;</p> <p>(ii) be provided with an alternative day off within 28 days; or</p> <p>(iii) receive an additional day’s annual leave.</p> <p>(b) Clause 28.3(a) does not apply in relation to Easter Saturday, if employees have their ordinary hours rostered only on Monday to Friday.</p> <p>(c) A full-time employee who works on a public holiday which is subject to substitution as provided for by the NES will be entitled to the benefit of the substitute day.</p>
<p><i>Clause inserted – proposed new provision</i></p>	<p>28.4 An employee who works on a public holiday will be paid in accordance with clause 24—Penalty rates.</p>
<p><i>New subclause inserted for the purposes of cross-referencing the schedule.</i></p>	<p>28.5 Part-day public holidays For provisions relating to part-day public holidays see Schedule I—2016 Part-day public holidays.</p>

<p>Part 7—Industry Specific Provisions</p> <p>35. Accommodation—club managers</p> <p>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.</p> <p>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.</p>	<p>Part 9—Industry Specific Provisions</p> <p>39. Accommodation—club managers</p> <p>39.1 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.</p> <p>39.2 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.</p>
<p>Schedule A—Transitional Provisions</p> <p><i>Transitional provision - clause removed - obsolete</i></p>	<p><i>Transitional provision - clause removed - obsolete</i></p>
<p>Schedule B—Transitional Provisions in respect to South Australia</p> <p><i>Transitional provision - clause removed - obsolete</i></p>	<p><i>Transitional provision - clause removed - obsolete</i></p>
<p>Schedule C—Classification Definitions</p> <p>Appendix 1 to Schedule C</p>	<p>Schedule A—Classification Definitions</p> <p>A.12 Qualifications Framework</p>
<p>Schedule D—Supported Wage System</p> <p><i>Provision not reproduced</i></p>	<p>Schedule D—Supported Wage System</p> <p><i>Provision not reproduced</i></p>
<p>Schedule E—National Training Wage</p> <p>Appendix E1: Allocation of Traineeships to Wage Levels</p> <p><i>Provision not reproduced</i></p>	<p>Schedule E—National Training Wage</p> <p>E.7 Allocation of Traineeships to Wage Levels</p> <p><i>Provision not reproduced</i></p>
<p>Schedule F—School-based Apprentices</p> <p><i>Provision not reproduced</i></p>	<p>Schedule F—School-based Apprentices</p> <p><i>Provision not reproduced</i></p>

<p>Schedule G—2016 Part-day Public Holidays <i>Provision not reproduced</i></p>	<p>Schedule I—2016 Part-day Public Holidays <i>Provision not reproduced</i></p>
<p>Schedule H—Agreement to Take Annual Leave in Advance <i>Provision not reproduced - standard clause - no change</i></p>	<p>Schedule G—Agreement to Take Annual Leave in Advance <i>Provision not reproduced - standard clause - no change</i></p>
<p>Schedule I—Agreement to Cash Out Annual Leave <i>Provision not reproduced - standard clause - no change</i></p>	<p>Schedule H—Agreement to Cash Out Annual Leave <i>Provision not reproduced - standard clause - no change</i></p>
<p><i>Clause inserted - proposed new provision</i></p>	<p>Schedule B—Summary of Hourly Rates of Pay <i>Provision not reproduced</i></p>
<p><i>Clause inserted - proposed new provision</i></p>	<p>Schedule C—Summary of Monetary Allowances <i>Provision not reproduced</i></p>