

The Registered and Licensed Clubs Award—plain language exposure draft was last published on 29 January 2020. Changes since that date are as follows:		
Publication date	Amendments	Clauses affected
15 April 2019	Exposure Draft	
29 January 2020	Exposure Draft	
	Incorporating changes resulting from [2019] FWCFB 5409 at [141]-[145].	B.7
30 April 2020	Administrative change made by Modern Awards team	4, 11.7(g), 18.5, 20.6(b), 0, D.9
	Incorporating changes resulting from [2019] FWCFB 8569 at [7]-[8]	Award title, 1.1, 18.9, A.12.2(d), A.12.2(g)
	Incorporating changes resulting from [2020] FWCFB 2124 at [347], [355], [358] and [361]	0, 4.2, 11.2, 15.8(g) (deleted), 24.2
	Incorporating changes resulting from [2020] FWCFB 1837 ; PR718141	Schedule X

Registered and Licensed Clubs Award 20~~20~~~~XX~~

This exposure draft has been prepared by staff of the Fair Work Commission based on the **Registered and Licensed Clubs Award 2010** (the Clubs award) as at 22 November 2016 and incorporates award updates up to 8 April 2020. This exposure draft does not seek to amend any entitlements under the Clubs award. Instead, it has been prepared to address some of the structural issues identified in modern awards and to apply plain language drafting principles and techniques.

The review of this award in accordance with section 156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/283](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Some transitional provisions have been deleted as a result of decisions made during the review.

This draft does not represent the concluded view of the Commission in this matter.

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Part 1—Application and Operation of this Award

1. Title and commencement

Clause 1.1 updated to incorporate changes resulting from [\[2019\] FWCFB 8569](#) at [7] – [8]

- 1.1 This award is the *Registered and Licensed Clubs Award 20~~20XX~~*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3 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.

2. Definitions

In this award, unless the contrary intention applies:

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

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

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)).

club has the meaning given in clause 4.2.

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.

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).

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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 18.3 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 7 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 rate for the Level 4 classification (Cook (tradesperson) grade 3) in clause 18.3.

3. The National Employment Standards and this award

- 3.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 3.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.
- 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.

4. Coverage

Clauses 4.1 and 4.2 updated to incorporate changes resulting from [\[2020\] FWCFB 2124](#) at [347].

Administrative change made by Modern Awards team to clause 4.3.

Clause 4.5(e) updated to incorporate changes resulting from [\[2019\] FWCFB 8569](#) at [7] – [8].

Clause 4.6 updated to incorporate changes resulting from [\[2019\] FWCFB 8569](#) at [7] – [8].

- 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.

4.2 Definition of clubs industry

For the purposes of clause 4 **club industry** means the performance of all or any work in or in connection with or for clubs.

4.24.3 **eClub** 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.

4.34.4 This award covers the work of:

- (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.

4.44.5 This award does not cover:

- (a) persons employed by a student union of a university;
- (b) employees of municipal, shire or county councils;
- (c) landscape gardeners and master gardeners;
- (d) employees employed by an employer other than the club, where the employer operates a golf pro shop, driving range or other golfing facility, or provides golf coaching or other similar services, which are accessible to the general public;
- (e) thoroughbred, harness, trotting and greyhound racing clubs and their employees in relation to operations covered by the *Racing Clubs Events Award 20~~20XX~~*; or
- (f) club honorary secretaries.

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

- (a) *Hospitality Industry (General) Award 2020*;
- (b) *Cleaning Services Award 2020*;
- (c) *Racing Industry Ground Maintenance Award 2020*; or
- (d) *Security Services Industry Award 20~~20XX~~*.

4.64.7 This award covers any employer which supplies labour on an on-hire basis in the clubs industry 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. Clause 4.7 operates subject to the exclusions from coverage in this award.

4.74.8 This award covers employers which provide group training services for apprentices and/or trainees engaged in the clubs industry and/or parts of that industry 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. Clause 4.8 operates subject to the exclusions from coverage in this award.

4.84.9 This award does not cover:

- (a) an employee excluded from award coverage by the [Act](#);
- (b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
- (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 *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

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

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

5. Individual flexibility arrangements

5.1 Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:

- (a) arrangements for when work is performed; or
- (b) overtime rates; or
- (c) penalty rates; or
- (d) allowances; or
- (e) annual leave loading.

5.2 An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

5.3 An agreement may only be made after the individual employee has commenced employment with the employer.

5.4 An employer who wishes to initiate the making of an agreement must:

- (a) give the employee a written proposal; and

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(b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.

5.5 An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.

5.6 An agreement must do all of the following:

- (a) state the names of the employer and the employee; and
- (b) identify the award term, or award terms, the application of which is to be varied; and
- (c) set out how the application of the award term, or each award term, is varied; and
- (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
- (e) state the date the agreement is to start.

5.7 An agreement must be:

- (a) in writing; and
- (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

5.8 Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

5.9 The employer must keep the agreement as a time and wages record and give a copy to the employee.

5.10 The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.

5.11 An agreement may be terminated:

- (a) at any time, by written agreement between the employer and the employee; or
- (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).

5.12 An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.

- 5.13** The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

Clause 6 applies where an employee has made a request for a change in working arrangements under section 65 of the [Act](#).

NOTE 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 6 supplements or deals with matters incidental to the [NES](#) provisions.

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

NOTE 3: Clause 6 is an addition to section 65.

6.2 Responding to the request

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

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

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

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

6.3 What the written response must include if the employer refuses the request

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:

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

6.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 6.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

6.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 34—Dispute resolution.

7. Facilitative provisions

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.

7.2 Facilitative provisions in this award are contained in the following clauses:

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	Payment of wages	The majority of employees
22.8	Time off instead of payment for overtime	An individual
24.3(b)	Penalty rates (Public holidays – substitution)	An individual
25.8	Annual leave in advance	An individual
25.9	Cashing out of annual leave	An individual
31.2, 31.3	Substitution of public holidays	An individual

Part 2—Types of Employment and Classifications

8. Types of employment

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

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

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.

9. Full-time employees

9.1 A full-time employee is engaged to work:

- (a) 38 ordinary hours per week; or
- (b) an average of 38 ordinary hours per week over the roster cycle.

10. Part-time employees

10.1 An employer may employ part-time employees in any classification defined in Schedule A—Classification Definitions.

10.2 Definition of part-time employee

A part-time employee is an employee who:

- (a) is engaged to work at least 8 and fewer than 38 ordinary hours per week (or, if the employer operates a roster, an average of at least 8 and fewer than 38 hours per week over the roster cycle); and
- (b) has reasonably predictable hours of work.

10.3 A part-time employee is entitled, on a proportionate basis, to the same pay and conditions as those of full-time employees who do the same kind of work.

10.4 Setting guaranteed hours and availability

At the time of engaging a part-time employee, the employer must agree in writing with the employee on all of the following:

- (a) the number of hours of work which is guaranteed to be provided and paid to the employee each week or, where the employer operates a roster, the number of hours of work which is guaranteed to be provided and paid to the employee over the roster cycle (**the guaranteed hours**); and

- (b) the days of the week on which, and hours on those days during which, the employee is available to work the guaranteed hours (**the employee's availability**).

10.5 Any change to a part-time employee's guaranteed hours may only be made with the written consent of the employee.

10.6 Rostering

The employer may roster a part-time employee to work their guaranteed hours and any additional hours in accordance with clause 16—Rostering arrangements—full-time and part-time employees.

10.7 However, a part-time employee:

- (a) must not be rostered to work any hours outside the employee's availability; and
- (b) must not be rostered to work in excess of 12 or fewer than 3 hours in any one day; and
- (c) must have 2 days off each week.

10.8 Increasing guaranteed hours to match regular work pattern

If a part-time employee has regularly worked a number of ordinary hours in excess of their guaranteed hours for at least 12 months, then they may request in writing that the employee agree to increase their guaranteed hours.

10.9 If the employer agrees to a request under clause 10.8, then the employer and the part-time employee must vary the agreement made under clause 10.4 to reflect the employee's new guaranteed hours. The variation must be recorded in writing before it occurs.

10.10 The employer may only refuse a request under clause 10.8 on reasonable business grounds. The employer must notify the part-time employee in writing of a refusal and the grounds for it.

10.11 Change in employee's circumstances that changes their availability

If there is a genuine and ongoing change in the part-time employee's personal circumstances, then they may alter the times they are available by giving 14 days' written notice of the alteration to the employer.

10.12 If the employer cannot reasonably accommodate the alteration to the part-time employee's availability under clause 10.11, then (regardless of clause 10.5):

- (a) the part-time employee's guaranteed hours agreed under clause 10.4 cease to apply; and
- (b) the employer and the part-time employee must agree a new set of guaranteed hours under clause 10.4.

10.13 Payment rates

- (a) An employer must pay a part-time employee for ordinary hours worked in accordance with clause 18—Minimum rates.
- (b) All time worked by a part-time employee in excess of the following will be overtime and must be paid at the rates prescribed in clause 22.3:
 - (i) in excess of 38 hours per week or, if the employee works in accordance with a roster, an average of 38 hours per week over the roster cycle; or
 - (ii) in excess of the employee’s rostered hours.

10.14 An employee who does not meet the definition of a part-time employee and who is not a full-time employee must be engaged and paid as a casual employee in accordance with clause 11—Casual employees.

10.15 A part-time employee who, immediately before 1 January 2018, had a written agreement with their employer on a regular pattern of work, is entitled to continue to be rostered in accordance with that agreement but may enter into a new written agreement in accordance with clause 10.4.

11. Casual employees

Clause 11.2 updated to incorporate changes resulting from [\[2020\] FWCFCB 2124](#) at [355].

Administrative change made by Modern Awards team to clause 11.7(g).

11.1 A casual employee is an employee who is engaged and paid as a casual employee.

11.2 Casual loading

Casual employees will be paid the percentage of the ordinary hourly rate prescribed in clause 24.1~~0~~ (which includes a **25%** casual loading) for the classification in which they are employed.

11.3 Clause 24.4—Late and early work penalty applies to casual employees.

11.4 Casual employees must be paid at the termination of each engagement but may agree to be paid weekly or fortnightly.

11.5 An employer must pay a casual employee at the overtime rates specified in clause 22.3 for all time worked in excess of:

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

11.6 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 2 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 3 hours' work.

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

- (a) Clause 11.7 only applies to a regular casual employee.
- (b) A **regular casual employee** means a casual employee who is employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months.
- (c) A regular casual employee who has been engaged by a particular employer for at least 12 months, may seek (subject to the provisions of clause 11.7) to have the employee's contract of employment converted to full-time or part-time employment.
- (d) An employee who has worked at the rate of an average of 38 or more hours a week in the period of 12 months' casual employment may seek to have the employee's employment converted to full-time employment.
- (e) An employee who has worked at the rate of an average less than 38 hours a week in the period of 12 months' casual employment may seek to have the employee's employment converted to part-time employment.
- (f) Where a casual employee seeks to convert to full-time or part-time employment, the employer may consent to or refuse the request, but only on reasonable grounds. In considering a request, the employer may have regard to any of the following factors:
 - (i) the size and needs of the workplace or enterprise;
 - (ii) the nature of the work the employee has been doing;
 - (iii) the qualifications, skills, and training of the employee;
 - (iv) the trading patterns of the workplace or enterprise (including cyclical and seasonal trading demand factors);
 - (v) the employee's personal circumstances, including any family responsibilities; and
 - (vi) any other relevant matter.
- (g) Where it is agreed that a casual employee will have the employee's employment converted to full-time or regular part-time employment as provided for in clause 11.7, the employer and employee must discuss and agree upon:
 - (i) the form of employment to which the employee will convert; that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10—Part-time employees.

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- (h) The date from which the conversion will take effect is the commencement of the next pay cycle following such agreement being reached unless otherwise agreed.
- (i) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (j) An employee must not be engaged and/or re-engaged (which includes a refusal to re-engage) to avoid any obligation under this award.
- (k) Nothing in clause 11.7 requires:
 - (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
 - (iii) an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.

12. Apprentices

- 12.1 Apprentices will be engaged in accordance with relevant apprenticeship legislation and be paid in accordance with clause 18.6.
- 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.
- 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.
- 12.4 Except as provided in clause 12 or where otherwise stated, all conditions of employment specified in this award apply to apprentices.
- 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 clause 12.5 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.
- 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 clause 12.6, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.

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- 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.
- 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 6 months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within 3 months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- 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.
- 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.
- 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. Clause 12 operates subject to the provisions of Schedule D—School-based Apprentices.
- 13. Junior employees**
- 13.1** Junior employees will be paid in accordance with clause 18.7. Where the law permits, junior employees may be employed in the bar or other places where liquor is sold. Junior employees working as liquor service employees must be paid at the adult rate of pay in clause 18.3 for the classification for the work being performed.
- 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.
- 13.3** No employee under the age of 18 years will be required to work more than 10 hours in a shift.
- 14. Classifications**
- 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.
- 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.
- 14.3** A description of the classifications under this award is set out in Schedule A—Classification Definitions.

Part 3—Hours of Work

15. Ordinary hours of work

Clause 15.8(g) deleted as a result of [\[2020\] FWCFB 2124](#) at [361].

- 15.1** The ordinary hours of work of a full-time employee are an average of 38 hours per week.
- 15.2** Each full-time employee is entitled to 2 full days off per week as normal rostered days off.
- 15.3** The average of 38 hours per week is to be worked in one of the following ways:
- (a) a 19 day month of 8 hours per day; provided that the ordinary daily hours (exclusive of meal breaks) will not exceed 8 per day or shift, worked within a spread of 11 hours per day;
 - (b) 4 days of 8 hours and one of 6 hours; provided that the ordinary daily hours (exclusive of meal breaks) will not exceed 8 per day, worked within a spread of 11 hours per day, except that the daily maximum will be 6 hours worked within a spread of 8 hours for one day in 5 under this method;
 - (c) 4 days of 9.5 hours per day worked (exclusive of meal breaks) within a spread of 12 hours;
 - (d) 5 days of 7 hours 36 minutes per day worked (exclusive of meal breaks) within a spread of 10.5 hours;
 - (e) 152 hours per each 4 week period with a minimum of 8 normal rostered days off per each 4 week period (subject to clause 15.5); or
 - (f) any combination of the above.
- 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.
- 15.5** Where the hours of work arrangement provides for 152 hours per each 4 week period:
- (a) no employee is to work more than 10 days in a row without a normal rostered day off;
 - (b) where an employee works more than 20 days in a 4 week period, the 21st and any subsequent days worked in the 4 week period must be paid at the rates prescribed in clause 22.3.
- 15.6 Special provisions for maintenance and horticultural employees**
- (a) For maintenance and horticulture employees the ordinary hours will be worked between the hours of:
 - (i) 6.00 am and 6.00 pm Monday to Friday; and
 - (ii) 6.00 am and 12.00 noon on Saturday.

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- (b) The span of hours may be increased up to one hour by agreement between the employer and the majority of employees.
- (c) The maximum number of ordinary hours worked on any one day will not exceed 8 hours on Monday to Friday and 4 hours on Saturday.

15.7 Special provisions for accrued rostered days off

- (a) Accrued rostered days off may, by agreement, be banked to a maximum of 5 days credit and will be taken at a time or times that are mutually agreeable to the employer and the employee.
- (b) Employees will be entitled to a maximum of 12 accrued days off in any one calendar year.
- (c) Accrued time will be reduced pro rata for any unpaid non-attendance.
- (d) For the purposes of the overtime provisions of the award, the standard day for full-time employees engaged on an accrued day off arrangement will be deemed to be 8 ordinary hours.
- (e) A full-time employee who is absent from duty (other than on annual leave, long service leave, paid personal/carer's leave, compassionate leave, public holidays or other paid leave) will have 8 hours at the ordinary hourly rate of pay deducted from the employee's wages for each day the employee is absent.
- (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.

15.8 Special provisions for accrued rostered days off—club managers

- (a) An employee will be free from duty for at least 9 days in each 4 weekly period. In each 4 week period the employee will have 2 consecutive days off on at least 2 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 8 full days and 2 half days off in each 4 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**
 - (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.

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- (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.

(f) Deferral of rostered days off

- (i) The taking of rostered days off may be deferred or 'banked' with the prior approval of the club's Board, as follows:
 - 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.
- (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.
- (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.
- (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).

~~(g) Despite anything to the contrary in this Award, and subject to further order of the Fair Work Commission, the provisions of 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.~~

15.9 Make-up time

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

16. Rostering arrangements—full-time and part-time employees

- 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.
- 16.2** The roster may be changed, subject to clause 33—Consultation about changes to rosters or hours of work:
- (a) by mutual consent at any time; or
 - (b) on 7 days' notice.
- 16.3** Where practicable 2 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.

17. Meal breaks

- 17.1** Subject to the provisions of clause 17:
- (a) If an employee, including a casual employee, is required to work more than 5 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 5 hours of the employee starting work.
 - (b) An employee rostered for a 5 hour shift may elect to take an unpaid 30 minute meal break during the shift and the employer shall not unreasonably refuse.
- 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 5 hours until either the meal break is given or the shift ends.
- 17.3** If an employee is required to work more than 5 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.
- 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 rate prescribed by clause 17.2 will not apply.
- 17.5** If either:
- (a) an employee's hours of work fall entirely between 11.00 pm and 8.00 am; or
 - (b) an employee is the only employee rostered for duty on a particular day or shift;
- the employee will be given a paid break of at least 20 minutes. This paid break may be given instead of the unpaid meal break provided in clause 17.1.

17.6 Paid breaks – maintenance and horticultural employees

- (a) A maintenance and horticultural employee is entitled to 2 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.
- (b) A maintenance and horticultural employee working overtime will be allowed a crib break of 20 minutes’ duration without loss of pay after each 4 hours of overtime worked if the employee continues work after such a break.
- (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.

Part 4—Wages and Allowances

18. Minimum rates

Administrative change made by Modern Awards team to clause 18.5.
 Clause 18.9 updated to incorporate changes resulting from [\[2019\] FWCFB 8569](#) at [7] – [8]

18.1 General

An adult employee within a level specified in the table in clause 18.3 (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 ordinary rate of pay is inclusive of the award rate set out in clause 18 and the additional allowance (where applicable) for first aid set out in clause 19.2(b).

18.3 Adult employee rates

Level	Classification	Minimum weekly rate (full-time employee)	Minimum hourly rate	Annual rate (where applicable) (full-time employee)
		\$	\$	\$
	Introductory	740.80	19.49	
Level 1	Food and beverage attendant grade 1 Food and beverage attendant grade 1 Guest service grade 1 Kitchen attendant grade 1	762.10	20.06	

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Level	Classification	Minimum weekly rate (full-time employee)	Minimum hourly rate	Annual rate (where applicable) (full-time employee)
		\$	\$	\$
Level 2	Child care worker grade Clerical grade 1 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	791.30	20.82	
Level 3	Clerical grade 2 Cook grade 2 Food and beverage and gaming attendant grade 3 Forklift driver Front office grade 2 Guest service grade 3 Handyperson Kitchen attendant grade 3 Leisure attendant grade 2 Maintenance and horticultural employee level 2 Storeperson grade 2 Timekeeper/; Security officer grade	818.50	21.54	
Level 4	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	862.50	22.70	

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Level	Classification	Minimum weekly rate (full-time employee)	Minimum hourly rate	Annual rate (where applicable) (full-time employee)
		\$	\$	\$
Level 5	Child care worker grade 2 Clerical supervisor Cook (tradesperson) grade 4 Food and beverage and gaming attendant grade 5 Guest service supervisor; Maintenance and horticultural level 4	916.60	24.12	
Level 6	Cook (tradesperson) grade 5 Club manager of a club with a gross annual revenue of less than \$500,000 Child care worker grade 3	941.10	24.77	
Level 7	Level A manager	964.80	25.39	50,307
Level 8	Level B manager Maintenance and horticultural management level 1	1005.60	26.46	52,435
Level 9	Level C manager	1019.00	26.82	53,134
Level 10	Level D manager	1056.40	27.80	55,084
Level 11	Level E manager Maintenance and horticultural management level 2	1094.90	28.81	57,091
Level 12	Level F manager	1164.20	30.64	60,705
Level 13	Level G manager	1187.00	31.24	61,894

18.4 Casual fitness instructor rates

- (a) Minimum hourly rate—**\$49.15** inclusive of the **25%** casual loading in clause 11.2.
- (b) Minimum engagement—one hour.

18.5 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 18.3**
 - (i) Subject to the requirements of the [NES](#), the provisions of clauses:

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

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;
- 18.12—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—Overtime;
- 23—Recall to duty—club managers;
- 24—Penalty rates; and
- 31.4—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 clause 18.5(a)(i) or clause 18.5(a)(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:

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- clause 15—Ordinary hours of work;
 - clause 17—Meal breaks;
 - clause 19.3(a)—Meal allowance—club employees;
 - clause 22—Overtime; and
 - clause 31—Public holidays
- (ii) No employee on a salary arrangement under clause 18.5(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 18.5(b)(i) may be terminated by either party after 12 months by giving 28 days’ written notice or a lesser period as is agreed.

18.6 Apprentice rates

(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 following percentage of the standard rate:

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 rate as otherwise prescribed, as follows:

Stage of apprenticeship	Rate prescribed
1 st 6 months	70% of the standard rate
2 nd 6 months	85% of the standard rate

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Stage of apprenticeship	Rate prescribed
3 rd 6 months	Midway between the total rate prescribed for Food and beverage attendant grade 2 (waiter) in clause 18.3 and the standard rate; and
4 th 6 months	Midway between the total rate prescribed for the third 6 months, above, and the standard rate.

(c) Proficiency pay—cooking apprenticeship

(i) Application

Proficiency pay as set out in clause 18.6(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, 2 or 3 occasions on the following basis:

On one occasion only:

- for the first 9 months of the fourth year of apprenticeship—the normal fourth year rate of pay;
- thereafter—the standard rate.

On 2 occasions:

- for the first 6 months of the fourth year of apprenticeship—the normal fourth year rate of pay;
- thereafter—the standard rate.

On all 3 occasions:

- for the entire fourth year—the standard rate.

(d) Proficiency payments—waiting apprenticeship

(i) Application

Proficiency pay as set out in clause 18.6(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 apprentice rates

- (i)** The minimum rate 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 18.6 for the relevant year of the apprenticeship, whichever is the greater.
- (ii)** The minimum rate 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 18.3—Adult employee rates or the appropriate rate prescribed by clause 18.6 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 rate by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least 6 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 rate, the adult apprentice must continue to receive the minimum rate that applies to the classification specified in clause 18.3 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

18.7 Junior employee rates

- (a)** The minimum rate 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:

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

18.8 Supported wage system

For employees who because of the effects of a disability are eligible for a supported wage, see Schedule E—Supported Wage System.

18.9 National training wage

- (a) Schedule E to the [Miscellaneous Award 2020XX](#) sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the [Miscellaneous Award 2020XX](#) as at 1 July 2019. Provided that any reference to “this award” in Schedule E to the [Miscellaneous Award 2020XX](#) is to be read as referring to the *Registered and Licensed Clubs Award 2020XX* and not the [Miscellaneous Award 2020XX](#).

18.10 School-based apprentices

For school-based apprentices see Schedule D—School-based Apprentices.

18.11 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.

18.12 Higher duties

- (a) An employee employed for 2 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 2 hours on such duties, the employee is entitled to be paid the higher rate for the time worked at the higher classification.
- (b) A higher paid employee will, when necessary, temporarily relieve a lower paid employee without loss of pay.

NOTE: See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay, including overtime and penalty rates.

19. Allowances

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

19.1 Employers must pay to an employee the allowances the employee is entitled to under clause 19.

NOTE: See Schedule C—Summary of Monetary Allowances 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))

(b) First aid allowance

An employee who has undertaken a first aid course and who is the holder of a current recognised first aid qualification such as a certificate from the St John Ambulance or similar body and who is appointed by the employer as a first aid attendant must be paid an allowance of **\$10.35** per week. This amount will be paid for all purposes.

(c) Broken periods of work allowance

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 **\$3.45** per day, for the broken work period worked.

19.3 Expense-related allowances

(a) Meal allowance—club employees

(i) An employee required to work overtime for more than 2 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 **\$13.38**.

(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 **\$13.38** for the extra meal which they have provided.

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(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 **\$13.38**, 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 **\$13.38** per meal.
- (iii) Despite the provisions of clause 19.3(b), an employer and an employee may agree in writing that an allowance of **\$13.38** 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 **\$13.38** per meal.

(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.
- (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 clause 19.3(c) 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 clause 19.3(c)(vi) do not apply where the protective clothing is supplied by the employer.
- (vii) An employer may require an employee on commencing employment to sign a receipt for item/s of uniform and property. This receipt must list the item/s of uniform and property and the value of them. If, when an employee ceases employment, the employee does not return the item/s of uniform and property (or any of them) in accordance with the receipt, the employer will be entitled to deduct the value as stated on the receipt from the employee's wages.

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- (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.
- (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 clause 19.3(c)(ix) do not apply where these items are supplied by the employer.
- (x) Where a maintenance and horticultural employee is required to supply and use their own tools, the employer will reimburse the cost of such tools.

(d) Uniforms—club managers

- (i) Where the employer requires a manager to wear a uniform while on duty, the employer must reimburse the manager for the cost of purchasing the uniform. The provisions of clause 19.3(d)(i) do not apply where the uniform is supplied by the employer.
- (ii) Where the employer requires a manager to wear a uniform, the employer must pay to the employee an allowance of **\$10.00** per week to cover the costs of laundering the uniform. The provisions of clause 19.3(d)(ii) do not apply where the employer arranges for the uniform to be laundered without cost to the manager.
- (iii) An employer may require an employee on commencing employment to sign a receipt for item/s of uniform and property. This receipt must list the item/s of uniform and property and the value of them. If, when an employee ceases employment, the employee does not return the item/s of uniform and property (or any of them) in accordance with the receipt, the employer will be entitled to deduct the value as stated on the receipt from the employee's wages.
- (iv) In the case of genuine wear and tear, damage, loss or theft that is not the employee's fault, the provisions of clause 19.3(d)(iii) will not apply.

(e) Vehicle allowance

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 logbook as a pre-condition for the employee qualifying for the allowance.

(f) Working late

When an employer requires an employee to work until it is unreasonable to travel by their normal method of transport home, the employer must pay the cost of transport for the employee to get home. Clause 19.3(f) 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.

(g) Working early

When an employer requires an employee to start work before their normal starting time and before their normal method of transport to work is available, the employer must pay the cost of transport for the employee to get to work. Clause 19.3(g) does not apply where the employer provides transport for the employee to get to work.

(h) Working away from usual place of work

(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.

(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.

(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 3 months of receiving the payment.

(i) Expenses—club managers

(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.

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

(j) Maintenance and horticultural employees training allowance

(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.

(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.

20. Payment of wages

Administrative change made by Modern Awards team to clause 20.6(b).

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

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.

- 20.2** By agreement between the employer and the employee wages may be paid either weekly or fortnightly by one of the following means:
- (a) cash;
 - (b) cheque; or
 - (c) payment into employee's bank account by electronic funds transfer, without cost to the employee.
- 20.3** An employer may pay an employee weekly by cash without consultation.
- 20.4** Where an employee is paid by cash or cheque, and the employee is paid their wages at any time other than during their working time, if the employee is kept waiting more than 15 minutes, the employee will be paid overtime rates for all time spent waiting for payment at the workplace.
- 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.
- 20.6 Payment on termination of employment**
- (a) Subject to clause 20.6(b), the employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
 - (i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the employee under this award and the [NES](#).
 - (b) Where a casual employee is paid at the end of each engagement pursuant to clause 11.4 of this ~~A~~award, and that employee's employment is terminated, the employer must pay the employee their wages due under the award at the end of their last engagement.
 - (c) The requirement to pay wages and other amounts under clause 20.6(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

NOTE 1: Section 117(2) of the [Act](#) provides that an employer must not terminate an employee's employment unless the employer has given the employee the required minimum period of notice or "has paid" to the employee payment instead of giving notice.

NOTE 2: Clause 20.6(c) allows the Commission to make an order delaying the requirement to make a payment under clause 20. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of the [Act](#), may require an employer to pay an employee for accrued

long service leave on the day on which the employee's employment terminates or shortly after.

21. Superannuation

21.1 Superannuation legislation

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

21.2 Employer contributions

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

21.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 21.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 21.3(a) or 21.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 21.3(a) or 21.3(b) was made.

21.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 21.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 21.2 and pay the amount authorised under clauses 21.3(a) or 21.3(b) to one of the following superannuation funds or its successor:

- (a) Club Plus Superannuation Pty Limited;

- (b) Club Super;
- (c) HOSTPLUS;
- (d) Sunsuper;
- (e) Tasplan;
- (f) AustralianSuper;
- (g) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (h) a superannuation fund or scheme which the employee is a defined benefit member of.

21.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 21.2 and pay the amount authorised under clauses 21.3(a) or 21.3(b):

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

Part 5—Overtime and Penalty Rates

22. Overtime

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

22.2 All time worked by a full-time employee in excess of the hours or outside the spread of hours or outside the rostered hours prescribed in this award will be overtime and will be paid for at the overtime rates specified in clause 22.3:

NOTE: Clause 10.13(b) specifies when an employer must pay overtime rates to part-time employees and clause 11.5 specifies when an employer must pay overtime rates to casual employees.

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

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- (a) Monday to Friday: **150%** of the ordinary hourly rate of pay for the first 2 hours and **200%** after 2 hours;
- (b) between midnight Friday and midnight Saturday: **175%** of the ordinary hourly rate of pay for the first 2 hours and **200%** after 2 hours;
- (c) between midnight Saturday and midnight Sunday: **200%** of the ordinary hourly rate of pay for all time worked;
- (d) public holiday: **250%** of the ordinary hourly rate of pay for all time worked, with a minimum payment of 4 hours;
- (e) rostered day off: **200%** of the ordinary hourly rate of pay for all time worked, with a minimum payment of 4 hours.

22.4 In computing overtime payments, overtime worked on any day stands alone from overtime worked on any other day.

22.5 If an employee is so long on overtime duty that the employee has not had 10 hours' rest before the employee's next regular starting time, the employee will be allowed at least 10 hours' rest without deduction of pay or will be paid at overtime rates for all time of duty until the employee has had at least 8 hours' rest.

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

22.7 An employer must supply an employee with a meal, or pay an employee the allowance prescribed in clause 19.3(a)(i), if the employee is required to work overtime for more than 2 hours without being notified of that requirement on or before the previous day.

22.8 Time off instead of payment for overtime

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

EXAMPLE: By making an agreement under clause 22.8 an employee who worked 2 overtime hours at the rate of time and a half is entitled to 3 hours' time off.

- (c) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 22.8 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 22.8(c), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (f) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (g) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 22.8 will apply for overtime that has been worked.

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

- (h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 22.8 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 22.8.

23. Recall to duty—club managers

23.1 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 23.1 applies whether the employee was notified before or after having left the premises.

23.2 Under clause 23.1:

- (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.
- (b) The employee will not be paid for the time spent travelling to and from the club on a recall.

24. Penalty rates

Clause 24.2 updated to incorporate changes resulting from [\[2020\] FWCFB 2124](#) at [358].

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- 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:

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

- 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:

	Monday to Friday and Saturday before 12 noon	Saturday after 12 noon	Sunday	Public holiday
	% of ordinary hourly rate			
Full-time and part-time employees	100%	150% for the first 2 hours then 200%	200%	250%
<u>Casual employees (inclusive of the 25% casual loading)</u>	<u>125%</u>	<u>150% for the first 2 hours then 200%</u>	<u>200%</u>	<u>250%</u>

24.3 Public holidays

- (a) An employee other than a casual employee working on a public holiday will be paid for a minimum of 4 hours' work.
- (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:
 - (i) equivalent paid time is added to the employee's annual leave; or
 - (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.
- (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.

24.4 Late and early work penalty

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

- (a) Employees other than maintenance or horticultural employees will be entitled to the following additional penalty for work performed at the following times:
 - (i) Monday to Friday, 7.00 pm to midnight: **\$2.27** per hour for such time worked; and
 - (ii) Monday to Friday, midnight to 7.00 am: **\$3.41** per hour for such time worked.
- (b) The amount payable will be paid on a pro-rata basis for a part hour.

NOTE: See Schedule B.7 for method of adjusting the rates in clause 24.4

24.5 Penalty rates not cumulative

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.

Part 6—Leave and Public Holidays

25. Annual leave

25.1 Leave entitlement

- (a) Annual leave is provided for in the [NES](#). It does not apply to casual employees.
- (b) For the purpose of the additional week of leave provided by the [NES](#), a **shiftworker** means a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays, and includes a club manager.

25.2 The [NES](#) prescribes the basis for payment for annual leave, including payment for untaken leave upon the termination of employment.

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.

25.4 Close-down

An employer may require an employee to take annual leave as part of a close-down of its operations, by giving at least 4 weeks' notice.

25.5 Excessive leave accruals: general provision

NOTE: Clauses 25.5 to 25.7 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

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- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 25.1).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 25.6 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 25.7 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 25.5(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under clause 25.6(a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 25.5, 25.6 or 25.7 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under clause 25.6(a) that is in effect.
- (d) An employee to whom a direction has been given under clause 25.6(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in clause 25.6(d) may result in the direction ceasing to have effect. See clause 25.6(b)(i).

NOTE 2: Under section 88(2) of the [Act](#), the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

25.7 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 25.5(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under clause 25.7(a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 25.6(a) that, when any other paid annual leave arrangements (whether made under clause 25.5, 25.6 or 25.7 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under clause 25.7(a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 25.5, 25.6 or 25.7 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under clause 25.7(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 25.1) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under clause 25.7(a).

25.8 Annual leave in advance

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

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

NOTE: An example of the type of agreement required by clause 25.8 is set out at Schedule F—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule F—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 25.8 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 25.8, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

25.9 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 25.9.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 25.9.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 25.9 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 25.9 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 25.9 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 25.9.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 25.9.

NOTE 3: An example of the type of agreement required by clause 25.9 is set out at Schedule G—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule G—Agreement to Cash Out Annual Leave.

26. Personal/carer’s leave and compassionate leave

Personal/carer’s leave and compassionate leave are provided for in the [NES](#).

27. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the [NES](#).

28. Community service leave

Community service leave is provided for in the [NES](#).

29. Professional development leave—club managers

29.1 Clause 29 applies only to club managers.

29.2 In order to facilitate progression through the classification structure, a club manager is entitled to 5 days’ paid professional development leave in each calendar year, subject to the provisions of clause 29.

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

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

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

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

30. Unpaid family and domestic violence leave

Unpaid family and domestic violence leave is provided for in the [NES](#).

NOTE 1: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

31. Public holidays

31.1 Public holiday entitlements are provided for in the [NES](#).

31.2 An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the [NES](#).

31.3 An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the [NES](#).

31.4 Additional arrangements for full-time employees

(a) A full-time employee whose rostered day off falls on a public holiday must, subject to clause 24.3:

- (i) be paid an extra day's pay;
- (ii) be provided with an alternative day off within 28 days; or
- (iii) receive an additional day's annual leave.

(b) Clause 31.4(a) does not apply in relation to Easter Saturday, if employees have their ordinary hours rostered only on Monday to Friday.

(c) A full-time employee who works on a public holiday which is subject to substitution as provided for by the [NES](#) will be entitled to the benefit of the substitute day.

31.5 An employee who works on a public holiday will be paid in accordance with clause 24—Penalty rates.

31.6 Part-day public holidays

For provisions relating to part-day public holidays see Schedule H—Part-day Public Holidays.

Part 7—Consultation and Dispute Resolution

32. Consultation about major workplace change

- 32.1** If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
 - (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
 - (c) commence discussions as soon as practicable after a definite decision has been made.
- 32.2** For the purposes of the discussion under clause 32.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
 - (b) their expected effect on employees; and
 - (c) any other matters likely to affect employees.
- 32.3** Clause 32.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 32.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 32.1(b).
- 32.5** In clause 32 **significant effects**, on employees, includes any of the following:
- (a) termination of employment; or
 - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
 - (c) loss of, or reduction in, job or promotion opportunities; or
 - (d) loss of, or reduction in, job tenure; or
 - (e) alteration of hours of work; or
 - (f) the need for employees to be retrained or transferred to other work or locations; or

(g) job restructuring.

32.6 Where this award makes provision for alteration of any of the matters defined at clause 32.5, such alteration is taken not to have significant effect.

33. Consultation about changes to rosters or hours of work

33.1 Clause 33 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

33.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

33.3 For the purpose of the consultation, the employer must:

(a) provide to the employees and representatives mentioned in clause 33.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and

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

33.4 The employer must consider any views given under clause 33.3(b).

33.5 Clause 33 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

34. Dispute resolution

34.1 Clause 34 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

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

34.3 If the dispute is not resolved through discussion as mentioned in clause 34.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

34.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 34.2 and 34.3, a party to the dispute may refer it to the Fair Work Commission.

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

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

- 34.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 34.
- 34.8** While procedures are being followed under clause 34 in relation to a dispute:
- (a) work must continue in accordance with this award and the [Act](#); and
 - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 34.9** Clause 34.8 is subject to any applicable work health and safety legislation.

Part 8—Termination of Employment and Redundancy

35. Termination of employment

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

35.1 Notice of termination by an employee

- (a) Clause 35.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

Column 1	Column 2
Employee’s period of continuous service with the employer at the end of the day the notice is given	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

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

- (c) In clause 35.1(b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under clause 35.1(b), then the employer may deduct from wages due to

the employee under this award an amount that is no more than one week's wages for the employee.

- (e) If the employer has agreed to a shorter period of notice than that required under clause 35.1(b), then no deduction can be made under clause 35.1(d).
- (f) Any deduction made under clause 35.1(d) must not be unreasonable in the circumstances.

35.2 Job search entitlement

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 35.2 is to be taken at times that are convenient to the employee after consultation with the employer.

36. Redundancy

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

36.1 Transfer to lower paid duties on redundancy

- (a) Clause 36.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 36.1(c).
- (c) If the employer acts as mentioned in clause 36.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

36.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).

- (b) The employee is entitled to receive the benefits and payments they would have received under clause 36 or under sections 119 to 123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

36.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 36.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 36.3(b).
- (d) An employee who fails to produce proof when required under clause 36.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 35.2.

Part 9—Industry Specific Provisions

37. Accommodation—club managers

37.1 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.

37.2 A written agreement entered into by a club and its employee under clause 37 must contain a provision specifying the method by which the agreed deduction for accommodation may be varied and the dates upon which the review is to take place.

Schedule A—Classification Definitions

A.1 General definitions

A.1.1 Introductory level means the level of an employee who enters the industry and who has not demonstrated the competency requirements of Level 1. Such an employee will remain at this level for up to 3 months while the appropriate training for Level 1 is undertaken and assessment made to move from the introductory level to Level 1. At the end of 3 months from entry, an employee will move to Level 1 other than where agreement has been reached and recorded between the employee and the employer that further training of up to 3 months is required for the employee to achieve competence for movement to Level 1.

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

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

- (a) has completed an appropriate training program that meets the training and assessment requirements of a qualification or one or more designated units of competency from a Training Package; and/or
- (b) has been assessed by a qualified skills assessor to have skills at least equivalent to those attained in an appropriate training course; and/or
- (c) at 31 December 2009, has been doing the work of a particular classification for a period of at least 3 months.

NOTE: The minimum classification level for an employee who has completed AQF Certificate III qualifications relevant to the classification in which they are employed is the Level 4 rate prescribed in clause 18.3. Any dispute concerning an employee's entitlement to be paid at Level 4 may be referred to the Fair Work Commission for determination. The Fair Work Commission may require an employee to demonstrate to its satisfaction that the employee utilises skills and knowledge derived from Certificate III competencies, and that these are relevant to the work the employee is doing.

A.2 Food and beverage and gaming

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

- (a) picking up glasses;
- (b) emptying ashtrays;
- (c) general assistance to food and beverage attendants of a higher grade not including service to customers;
- (d) removing food plates;

- (e) setting and/or wiping down tables;
- (f) cleaning and tidying of associated areas.

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

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

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

- (a) assisting in the cellar or bottle department, where duties could include working up to 4 hours per day (averaged over the relevant work cycle) in the cellar without supervision;
- (b) receipt and dispensing of monies;
- (c) the operation of a mechanical lifting device;
- (d) attending a wagering (e.g. TAB) terminal, electronic gaming terminal or similar terminal;
- (e) full control of a cellar or liquor store (including the receipt, delivery and recording of goods within such an area);
- (f) mixing a range of sophisticated drinks;
- (g) supervising food and beverage attendants of a lower grade;
- (h) training food and beverage attendants of a lower grade.

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

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

- (a) an employee responsible for locking and securing the Club premises; and/or
- (b) an employee responsible and accountable for the whole operation of a safe or counting room from which change is issued to bars and poker machine change areas, rather than the mere physical movement of monies only, and including the responsibility and accountability for the safe balance and for checking the

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balances reported by operators of tills, change cages, TABs, Keno operations, etc; and/or

- (c) an employee who has the appropriate level of training including a supervisory course and who has the responsibility for:
 - (i) supervision, training and co-ordination of food and beverage and/or gaming staff; or
 - (ii) stock control for a bar or series of bars.

A.3 Kitchen

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

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

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

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

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

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

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

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

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

- (a) general and specialised duties including supervision or training of other kitchen staff;

- (b) ordering and stock control; or
- (c) solely responsible for other cooks and other kitchen employees in a single kitchen establishment.

A.4 Guest service

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

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

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

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

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

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

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

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

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- A.4.6 Front office grade 1** means an employee who is engaged as an assistant in front office duties including night auditing, telephonist, receptionist, cashier, information services or reservations.
- A.4.7 Front office grade 2** means an employee who has the appropriate level of training and is in the front office engaged in duties including telephonist, receptionist, cashier, information services or reservations.
- A.4.8 Front office grade 3** means an employee who has the appropriate level of training and is in the front office engaged in duties including assisting in training and supervision of front office employees of a lower grade.
- A.4.9 Front office supervisor** means an employee who has the appropriate level of training including a supervisory course and who supervises, trains and co-ordinates the work of front office employees.
- A.4.10 Child care worker grade 1** means an unqualified child care worker who is engaged in a role that requires some previous relevant experience or qualifications, detailed on-the-job training for the specific employers requirements and work under supervision.
- A.4.11 Child care worker grade 2** means a child care worker who has completed as a minimum an AQF Certificate 3 or 4 in Children's Services (or equivalent).
- A.4.12 Child care worker grade 3** means a child care worker who is engaged as a supervisor and who has completed as a minimum an AQF Diploma in Children's Services.

A.5 Administration

- A.5.1 Clerical grade 1** means an employee who is required to perform basic clerical and routine office duties such as collating, filing, photocopying and delivering messages.
- A.5.2 Clerical grade 2** means an employee who is engaged in general clerical or office duties, such as typing, filing, basic data entry and calculating functions.
- A.5.3 Clerical grade 3** means an employee who has the appropriate level of training and who performs any of the following:
- (a) operates adding machines, switchboard, paging system, telex machine, typewriter or calculator;
 - (b) uses knowledge of keyboard and function keys to enter and retrieve data through computer terminal;
 - (c) copy types at 25 words per minute with **98%** accuracy;
 - (d) maintains mail register and records;
 - (e) maintains established paper-based filing/records systems in accordance with set procedures including creating and indexing new files, distributing files within the organisation as requested, monitoring file locations;
 - (f) transcribes information into records, completes forms, takes telephone messages;

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- (g) acquires and applies a working knowledge of office or sectional operating procedures and requirements;
- (h) acquires and applies a working knowledge of the organisation's structure and personnel in order to deal with inquiries at first instance, locates appropriate staff in different sections, relays internal information, responds to or redirects inquiries, greets visitors;
- (i) keeps appropriate records;
- (j) sorts, processes and records original source financial documents (e.g. invoices, cheques, correspondence) on a daily basis; maintains and records petty cash; prepares bank deposits and withdrawals and does banking;

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

- (k) operates computerised radio telephone equipment, micro/personal computer, printing devices attached to personal computers, dictaphone equipment, typewriters;
- (l) produces documents and correspondence using knowledge of standard formats, touch types at 40 words per minute with **98%** accuracy, audio types;
- (m) uses one or more software application package(s) developed for a micro/personal computer to operate and populate a database, spreadsheet/worksheet to achieve a desired result; graph previously prepared spreadsheet; use simple menu utilities of personal computer;
- (n) follows standard procedures or templates for the preceding functions using existing models/fields of information and creates, maintains and generates simple reports;
- (o) uses a central computer resource to an equivalent standard;
- (p) uses one or more software packages to create, format, edit, proofread, spell check, correct, print and save text documents, e.g. standard correspondence and business documents;
- (q) takes shorthand notes at 70 words per minute and transcribes with **95%** accuracy;
- (r) arranges travel bookings and itineraries, makes appointments, screens telephone calls, follows visitor protocol procedures, establishes telephone contact on behalf of executive;
- (s) applies a working knowledge of the organisation's products/services, functions, locations and clients;
- (t) responds to and acts upon most internal/external inquiries in own function area;
- (u) uses and maintains a computer-based record management system to identify, access and extract information from internal sources; maintains circulation, indexing and filing systems for publications, reviews files, closes files, archives files;

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- (v) maintains financial records and journals, collects and prepares time and wage records; prepares accounts queries from debtors; posts transactions to ledger.

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

A.6 Security

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

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

A.7 Leisure activities

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

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

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

A.7.3 Leisure attendant grade 3 means a person who has the appropriate level of training, and who plans and coordinates leisure activities for guests, and may supervise other leisure activities. This classification includes a bingo caller (being a person engaged to present, host or comper the games of Bingo, Alphy and Housie, or games of a like nature.

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

A.8 Stores and other activities

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

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

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

- (a) implements quality control techniques and procedures;

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

A.9 Ground maintenance

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

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

Employees of this level will normally have undergone structured training at the introductory level and are appropriately assessed during the first 3 months of work; provided that employees graded at level 1 will be promoted to level 2 not later than at the expiration of 3 months' service.

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

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

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

- (a) operates, maintains and adjusts turf machinery as appropriate;
- (b) cleans machinery and inspects machinery after each use, reporting any problems to a management employee;
- (c) applies fertilisers, fungicides, herbicides and insecticides as directed by a management employee;
- (d) prepares turf, synthetic, artificial and other surfaces for play;
- (e) maintenance and repair of vehicles and/or motor engines;
- (f) repair and minor renovation work involving carpentry and/or painting and/or welding;
- (g) formation and maintenance of all gardens, lawns and greens;
- (h) the planting, maintenance and care of trees;
- (i) training and supervision of employees of a lower grade, including apprentices.

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

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

A.9.5 Maintenance and horticultural management level 1 means an employee appointed to this level who reports directly to either the Committee of Management or Management employee level 2 as appropriate and undertakes 3 or more of the following duties:

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

A.9.6 Maintenance and horticultural management level 2 means employee appointed to this level who reports directly to the Committee of Management and undertakes 3 or more of the following duties:

- (a) responsible for implementation of all major turf projects for the facility according to Course Architect's design;
- (b) responsible for the development of an annual work program for all outdoor staff that incorporates both further development and continued maintenance;
- (c) responsible for supervision of all outdoor staff;
- (d) responsible for the operation and maintenance of all turf equipment;
- (e) responsible for all Work Health and Safety management in outdoor areas;
- (f) responsible for purchasing within the limits imposed by the club policy and the definition of the budget;
- (g) responsible for ensuring that all administrative systems are complied with by the staff under the employee's direction.

A.10 Miscellaneous

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

A.11 Club managers—duties and responsibilities

A.11.1 Administration

(a) Policy

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

(b) Secretarial

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

(c) Legal

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

- (i) industrial relations;
- (ii) corporations and associations;
- (iii) taxation;
- (iv) trade practices;
- (v) liquor, gaming and food;
- (vi) workplace health and safety;
- (vii) discrimination;

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- (viii) accommodation;
- (ix) security;
- (x) registered clubs.

(d) Accounting

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

(e) Personnel/human resources

- (i) Establish procedures and policies in relation to matters pertaining to positive employment practices;
- (ii) delegation of authority and responsibility to staff;
- (iii) explanation to, and general supervision of duties of subordinate managerial staff members;
- (iv) the engagement of staff, except where the Board reserves the right to make the appointment, and the termination of staff in appropriate circumstances;
- (v) interpretation and application of the relevant Statutes and Acts of parliament and regulations made thereunder, in so far as each of these affects the club, including but not limited to the regulation of the following issues:
 - industrial relations;
 - income taxation;
 - occupational superannuation;
 - vocational education and training;
 - affirmative action;
 - discrimination;
 - workplace health and safety;
 - annual and long service leave;
 - workers compensation;
 - negotiations with staff and/or unions, and problem resolution;
 - training and development of staff;

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- staff motivation (otherwise than by over-award payments and/or conditions, without prior Board approval);
- maintenance of effective employer/employee relations.

(f) Bar operations

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

(g) Catering operations

- (i) Responsibility for supervision of activities of catering staff (in conjunction with the catering manager, where applicable):
 - menu planning;
 - dish costing;
 - food preparation;
 - food service techniques;
 - billing procedures;
- (ii) responsibility for supervision of food purchasing;
- (iii) responsibility for supervision of stock control procedures;
- (iv) responsibility for security of cash takings;
- (v) general control of effective and economical staff rostering;
- (vi) analysis and interpretation of food trading results;
- (vii) responsibility for hygiene in food service areas; and

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(viii) maintenance of up-to-date knowledge of new products, services and equipment.

(h) **Poker machine/gaming and wagering operations**

- (i) Responsibility for supervision of activities of poker machine staff (in conjunction with the gaming manager, where applicable);
- (ii) maintaining up-to-date knowledge of models and their operations;
- (iii) arranging for maintenance and repairs;
- (iv) compilation of returns to statutory authorities;
- (v) prevention of frauds;
- (vi) responsibility for supervision of cash takings procedures;
- (vii) analysis and interpretation of trading results;
- (viii) responsibility for all other forms of gaming within the club, including but not limited to TAB facilities and Keno; and
- (ix) implementation of practice and procedures for the Responsible Conduct of Gaming.

(i) **Premises operations**

- (i) Responsibility for supervision, upkeep and maintenance of club property buildings and capital equipment in all club areas (in conjunction with the maintenance manager, where applicable);
- (ii) responsibility for supervising cleaning operations in all club areas;
- (iii) responsibility for checking of need and arranging for maintenance and repairs;
- (iv) responsibility for arranging for overall club major maintenance and repairs, in accordance with expressed policy of the Board;
- (v) planning and co-ordinating of activities in connection with renovations or extensions, in accordance with expressed policy of the Board;
- (vi) submission of samples and/or tenders for selection by the Board of furniture and fittings;
- (vii) responsibility for security for all stocks and monies in the club; and
- (viii) responsibility for security and safety of premises.

(j) **Club promotion**

- (i) Responsibility for supervision of activities of promotional staff (in conjunction with the marketing and promotions manager, where applicable);

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- (ii) by personal conduct and bearing, the maintenance of good relations with members; exemplified by prompt:
 - handling of members' complaints;
 - dealing with intoxicated members and guests;
- (iii) social activities with members;
- (iv) production of members' newsletters and journals;
- (v) creation, production and implementation of strategic marketing plans.

(k) Club entertainment/function

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

(l) Club sporting/greens and course operations

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

(m) Club information and technology operations

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

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

- (i) Responsibility for club sporting activities:
 - liaison with club sports associations;
 - publicising club sporting activities;
 - provision of club sporting equipment and facilities, as approved by the Board, in response to requests by internal sports committees;
- (ii) organisation, planning and promotion of club functions;
- (iii) maintenance or establishment of club's community activities, in accordance with the expressed policy of the Board;
- (iv) facilitating support to charities;

(v) establishing alternative areas of community involvement.

(o) Club external relations

(i) Maintenance or establishment of relations with organisations and Government departments;

(ii) employers' associations;

(iii) industrial unions;

(iv) liquor licensing division;

(v) treasury/gaming.

A.11.2 Classifications

Club managers will be classified as:

- Club manager of a club with a gross annual revenue of less than **\$500,000** (level 6 in the classification structure in clause 18.3); or
- A manager level A to G, in respect of which the Management Committee of an employing club will establish an appropriate management classification level for management positions at their respective club. From the commencement date of this award and subject to clause A.11.2 a management employee will be classified in accordance with the nature of the job being performed, into any of the following classification levels.

(a) Level A manager

(i) Directly supervises the work of other employees and is supervised by more senior management;

(ii) has completed the prescribed standard of training;

(iii) indicative tasks of a level A manager include:

- supervision of staff in one or more sections of the club, including allocation of duties, preparation of rosters, approval of overtime, employee counselling, discipline and performance appraisal;
- plan and implement improved work procedures;
- make recommendations to senior management or the Management Committee on staff including training requirements and staffing levels;
- decides in consultation with senior management or the Management Committee on the engagement, termination and promotion of non-managerial staff;
- trains non-managerial staff;
- supervises clerical work, maintains records including the use of computers;

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- supervision of stock control and stocktaking;
- contributes ideas for long term planning, including the areas of new equipment, maintenance, human resources, marketing;
- checks and supervises quality of services, hygiene and safety arrangements;
- checks equipment and facilities for maintenance, replacement and upgrading;
- checks, organises and implements security procedures;
- places supply orders and authorises payments within set procedures.

(b) Level B manager

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

(c) Level C manager

- (i) Directly supervises the work of other employees which may include other managers and is supervised by more senior management;
- (ii) has completed the prescribed standard of training; and

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

(d) Level D manager

- (i) Assumes a higher level of management responsibility than an level A, B or C manager; or
- (ii) where the manager is responsible for the general management of a club and may be supported by another manager. The manager's duties are clearly within the scope of this level;
- (iii) has completed the prescribed standard of training or has experience equivalent to the prescribed level of training; and
- (iv) works at a level above and beyond the skills of a level C manager.
- (v) Indicative tasks of a level D manager include duties of a lower level plus:
 - ensures legal requirements are met, prepares statutory returns, required to interpret relevant Acts and Statutes;
 - organises safety procedures, keeps abreast of developments in safety and is responsible for maintenance of safety equipment;
 - implements marketing programs and activities;
 - determines long-term planning priorities, including how and which information is to be collected; contributes ideas for long-term forward planning of property;

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- supervises financial reports and calculation of finances, establishes stocktaking procedures, is involved in the identification of financial risks and evaluation of financial options; may supervise preparation of wages; calculates costs of services;
- evaluates computer hardware;
- prepares agendas and proposals for consideration by the Board;
- establishes procedures that apply to the whole club.

(e) Level E manager

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

(f) Level F manager

- (i) Is a manager responsible for the general management of a club and is supported by other managers; and whose duties are clearly within the scope of this level;
- (ii) has completed the prescribed standard of training; and
- (iii) works at a level above and beyond the skills of a level E manager.

- (iv) Indicative tasks of a level F manager include duties of a lower level plus:
- defines industrial relations policy, negotiate about problems with Union officials and implement procedures for resolution;
 - designs staff appraisal systems;
 - liaises with media, government, chairs meetings of outside groups (e.g. community groups);
 - manages property maintenance and development contracts; negotiates with potential property developers.

(g) Level G manager

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

(h) Prescribed level of training

For the purpose of clause A.11.2, **prescribed level of training** means:

- (i) Satisfactory completion of a training course in accordance with the guidelines listed in A.12—Qualifications Framework; or
- (ii) that the employee's skills have been assessed to be at least the equivalent of those attained through the suitable course described in A.12—Qualifications Framework.

A.12 Qualifications Framework

A.12.1 The qualifications framework

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

In simple terms, the Qualifications Framework:

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

A.12.2 The hospitality training package

(a) Competency standards

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

Competency standards can be used for:

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

(b) Assessment guidelines

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

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

(c) Qualifications framework

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

The Qualifications Framework defines all the different hospitality qualifications. There are 6 levels of qualification:

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

(d) How does it relate to the club management training system?

Clause A.12.2(d) updated to incorporate changes resulting from [\[2019\] FWC FB 8569](#) at [7] – [8]

The *Registered and Licensed Clubs Award 20~~20XX~~* training requirements and the management traineeship are linked directly to the Australian Qualifications Framework.

(e) **Looking at industrial requirements**

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

(f) **Looking at traineeship guidelines**

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

(g) **What training units should you do?**

Clause A.12.2(g) updated to incorporate changes resulting from [\[2019\] FWCFB 8569](#) at [7] – [8].

The *Registered and Licensed Clubs Award 20~~20XX~~* sets out 7 levels of management from A to G that are classified according to duties and responsibilities. Each level has training requirements to assist the development of the required skills and knowledge to carry out the particular management role. This provides a clear career path to follow.

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

(i) **Level A manager**

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

SITXCOM003A	Deal with conflict situations
SITXFIN003A	Interpret financial information
SITXHRM005A	Lead and manage people
SITXINV001A	Receive and store stock
SITXINV002A	Control and order stock

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SITXMGT001A	Monitor work operations
SITXOHS004A	Implement and monitor workplace health, safety and security practices

(ii) Level B manager

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

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

(iii) Level C manager

Competencies for Levels A and B plus:

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

(iv) Level D manager

Competencies for Levels A, B and C plus:

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

(v) Level E manager

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

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

Completion of all Diploma of Hospitality Management SIT50307 (Club Management) requirements, PLUS the Core units listed above Level C–

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Level E manager, and the required Elective units (18) refer to the Elective List, satisfies the requirements for National Advanced Diploma of Hospitality Management SIT60307 (Club Management).

(vi) Level F manager

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

(vii) Level G manager

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

A.12.3 Elective units

		Certificate level
Client and customer service		
SITXCCS001A	Provide visitor information	I
SIRXCCS001A	Apply point-of-sale handling procedures	I
SITXCCS002A	Provide quality customer service	II
SITXCCS004A	Provide club reception services	II
Communication and team work		
TDTE597B	Carry out basic workplace calculations	I
SITXCOM003A	Deal with conflict situations	III
SITXCOM004A	Communicate on the telephone	III
SITXCOM005A	Make presentations	III
SITXCOM006A	Address protocol requirements	III
Finance		
SITXFIN001A	Process financial transactions	I
SITXFIN002A	Maintain financial records	II
SITXFIN003A	Interpret financial information	III
Food and beverage		
SITHFAB001A	Clean and tidy bar areas	I
SITHFAB002A	Operate a bar	I
SITHFAB003A	Serve food and beverage to customers	I
SITHFAB005A	Provide table service of alcoholic beverages	I
SITHFAB009A	Provide responsible service of alcohol	I
SITHFAB010A	Prepare and serve non-alcoholic beverages	I
SITHFAB012A	Prepare and serve espresso coffee	I
SITHFAB004A	Provide food and beverage service	II

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		Certificate level
SITHFAB006A	Operate cellar systems	II
SITHFAB007A	Complete retail liquor sales	II
SITHFAB008A	Provide room service	II
SITHFAB011A	Develop and update food and beverage knowledge	II
SITHFAB013A	Provide specialist advice on food	III
SITHFAB014A	Provide specialist advice on wine	III
SITHFAB015A	Prepare and serve cocktails	III
SITHFAB016A	Plan and monitor espresso coffee service	III
SITHFAB017A	Provide gueridon service	III
SITHFAB018A	Provide silver service	III
FDFCDSEWB	Evaluate wines (standard)	III
FDFCDSSTTA	Conduct a standard product tasting	III
Food safety		
SITHFSA003A	Transport and store food in a safe and hygienic manner	II
SITHFSA001A	Implement food safety procedures	III
Inventory		
SITXINV001A	Receive and store stock	I
SITXINV002A	Control and order stock	III
Administration		
SITXADM001A	Perform office procedures	II
SITXADM002A	Source and present information	III
SITXADM003A	Write business documents	III
SITXADM004A	Plan and manage meetings	III
BSBEBUS401A	Conduct online research	III
Gaming		
SITHGAM001A	Attend gaming machines	II
SITHGAM002A	Operate a TAB outlet	II
SITHGAM003A	Conduct a Keno game	II
SITHGAM006A	Provide responsible gambling services	II
SITHGAM004A	Analyse and report on gaming machine data	III
Risk management and security		

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

Schedule B—Summary of Hourly Rates of Pay

B.1 Ordinary hourly rate

Administrative change made by Modern Awards team to clause B.1.1.

B.1.1 Ordinary hourly rate is the minimum hourly rate of pay for an employee plus any allowance payable for all purposes to which the employee is entitled. Where an allowance is payable for all purposes in accordance with clause ~~19.1~~ 19.2(a), this forms part of the employee’s ordinary hourly rate and must be added to the minimum hourly rate prior to calculating penalties and overtime.

B.1.2 The rates in the tables below are based on the **minimum hourly rates** in accordance with clause 18.3. Consistent with clause 0, all-purpose allowances need to be added to the rates in the table where they are applicable.

B.2 Full-time and part-time adult employees

B.2.1 Full-time and part-time adult employees other than maintenance and horticultural employees—ordinary and penalty rates

	Ordinary hours	Saturday	Sunday	Public holiday
	% of ordinary hourly rate ¹			
	100%	150%	175%	250%
	\$	\$	\$	\$
Introductory	19.49	29.24	34.11	48.73
Level 1	20.06	30.09	35.11	50.15
Level 2	20.82	31.23	36.44	52.05
Level 3	21.54	32.31	37.70	53.85
Level 4	22.70	34.05	39.73	56.75
Level 5	24.12	36.18	42.21	60.30
Level 6	24.77	37.16	43.35	61.93
Level 7	25.39	38.09	44.43	63.48
Level 8	26.46	39.69	46.31	66.15
Level 9	26.82	40.23	46.94	67.05
Level 10	27.80	41.70	48.65	69.50
Level 11	28.81	43.22	50.42	72.03
Level 12	30.64	45.96	53.62	76.60
Level 13	31.24	46.86	54.67	78.10

NOTE: additional penalties for late and early work are contained in clause 24.4.

¹ Rates in table are calculated based on the minimum hourly rate, see clauses 0 and B.1.2.

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B.2.2 Full-time and part-time adult maintenance and horticultural employees—ordinary and penalty rates

	Ordinary hours	Saturday after 12 noon – first 2 hours	Saturday after 12 noon – after 2 hours	Sunday	Public holiday
	% of ordinary hourly rate¹				
	100%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
Introductory	19.49	29.24	38.98	38.98	48.73
Level 2/Maintenance and horticulture employee Level 1	20.82	31.23	41.64	41.64	52.05
Level 3/Maintenance and horticulture employee Level 2	21.54	32.31	43.08	43.08	53.85
Level 4/Maintenance and horticulture employee Level 3 (tradesperson)	22.70	34.05	45.40	45.40	56.75
Level 5/Maintenance and horticulture employee Level 4	24.12	36.18	48.24	48.24	60.30
Level 8/Maintenance and horticulture management Level 1	26.46	39.69	52.92	52.92	66.15
Level 11/Maintenance and horticulture management Level 2	28.81	43.22	57.62	57.62	72.03

¹ Rates in table are calculated based on the minimum hourly rate, see clauses 0 and B.1.2.

B.2.3 Full-time and part-time adult employees—overtime rates

	Monday to Friday – first 2 hours	Monday to Friday – after 2 hours	Saturday – first 2 hours	Saturday – after 2 hours	Sunday	Public holiday
	% of ordinary hourly rate¹					
	150%	200%	175%	200%	200%	250%
	\$	\$	\$	\$	\$	\$
Introductory	29.24	38.98	34.11	38.98	38.98	48.73
Level 1	30.09	40.12	35.11	40.12	40.12	50.15

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	Monday to Friday – first 2 hours	Monday to Friday – after 2 hours	Saturday – first 2 hours	Saturday – after 2 hours	Sunday	Public holiday
	% of ordinary hourly rate¹					
	150%	200%	175%	200%	200%	250%
	\$	\$	\$	\$	\$	\$
Level 2/Maintenance and horticulture employee Level 1	31.23	41.64	36.44	41.64	41.64	52.05
Level 3/Maintenance and horticulture employee Level 2	32.31	43.08	37.70	43.08	43.08	53.85
Level 4/Maintenance and horticulture employee Level 3 (tradesperson)	34.05	45.40	39.73	45.40	45.40	56.75
Level 5/Maintenance and horticulture employee Level 4	36.18	48.24	42.21	48.24	48.24	60.30
Level 6	37.16	49.54	43.35	49.54	49.54	61.93
Level 7	38.09	50.78	44.43	50.78	50.78	63.48
Level 8/Maintenance and horticulture management Level 1	39.69	52.92	46.31	52.92	52.92	66.15
Level 9	40.23	53.64	46.94	53.64	53.64	67.05
Level 10	41.70	55.60	48.65	55.60	55.60	69.50
Level 11/Maintenance and horticulture management Level 2	43.22	57.62	50.42	57.62	57.62	72.03
Level 12	45.96	61.28	53.62	61.28	61.28	76.60
Level 13	46.86	62.48	54.67	62.48	62.48	78.10

¹ Rates in table are calculated based on the minimum hourly rate, see clauses 0 and B.1.2.

B.3 Casual adult employees**B.3.1 Casual adult employees other than maintenance and horticultural employees—ordinary and penalty rates**

	Ordinary hours	Saturday	Sunday	Public holiday
	% of ordinary hourly rate¹			
	125%	150%	175%	250%
	\$	\$	\$	\$
Introductory	24.36	29.24	34.11	48.73
Level 1	25.08	30.09	35.11	50.15
Level 2	26.03	31.23	36.44	52.05
Level 3	26.93	32.31	37.70	53.85
Level 4	28.38	34.05	39.73	56.75
Level 5	30.15	36.18	42.21	60.30
Level 6	30.96	37.16	43.35	61.93
Level 7	31.74	38.09	44.43	63.48
Level 8	33.08	39.69	46.31	66.15
Level 9	33.53	40.23	46.94	67.05
Level 10	34.75	41.70	48.65	69.50
Level 11	36.01	43.22	50.42	72.03
Level 12	38.30	45.96	53.62	76.60
Level 13	39.05	46.86	54.67	78.10

NOTE: additional penalties for late and early work are contained in clause 24.4.

¹ Rates in table are calculated based on the minimum hourly rate, see clauses 0 and B.1.2.

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B.3.2 Casual adult maintenance and horticultural employees—ordinary and penalty rates

	Ordinary hours	Saturday after 12 noon – first 2 hours	Saturday after 12 noon – after 2 hours	Sunday	Public holiday
	% of ordinary hourly rate¹				
	125%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
Introductory	24.36	29.24	38.98	38.98	48.73
Level 2/Maintenance and horticulture employee Level 1	26.03	31.23	41.64	41.64	52.05
Level 3/Maintenance and horticulture employee Level 2	26.93	32.31	43.08	43.08	53.85
Level 4/Maintenance and horticulture employee Level 3 (tradesperson)	28.38	34.05	45.40	45.40	56.75
Level 5/Maintenance and horticulture employee Level 4	30.15	36.18	48.24	48.24	60.30
Level 8/Maintenance and horticulture management Level 1	33.08	39.69	52.92	52.92	66.15
Level 11/Maintenance and horticulture management Level 2	36.01	43.22	57.62	57.62	72.03

¹ Rates in table are calculated based on the minimum hourly rate, see clauses 0 and B.1.2.

B.4 Junior rates

The **junior hourly rate** is based on a percentage of the appropriate adult rate in accordance with clause 18.7. Adult rates apply from 20 years of age in accordance with clause 18.7.

B.4.1 Full-time and part-time junior employees other than maintenance and horticultural employees—ordinary and penalty rates

Age	Ordinary hours	Saturday	Sunday	Public holiday
	% of junior hourly rate ¹			
	100%	150%	175%	250%
	\$	\$	\$	\$
Introductory level employee				
17 years or under	11.69	17.54	20.46	29.23
18 years	13.64	20.46	23.87	34.10
19 years	16.57	24.86	29.00	41.43
Level 1				
17 years or under	12.04	18.06	21.07	30.10
18 years	14.04	21.06	24.57	35.10
19 years	17.05	25.58	29.84	42.63
Level 2				
17 years or under	12.49	18.74	21.86	31.23
18 years	14.57	21.86	25.50	36.43
19 years	17.70	26.55	30.98	44.25
Level 3				
17 years or under	12.92	19.38	22.61	32.30
18 years	15.08	22.62	26.39	37.70
19 years	18.31	27.47	32.04	45.78
Level 4				
17 years or under	13.62	20.43	23.84	34.05
18 years	15.89	23.84	27.81	39.73
19 years	19.30	28.95	33.78	48.25
Level 5				
19 years	20.50	30.75	35.88	51.25

NOTE: additional penalties for late and early work are contained in clause 24.4.

¹ Rates in table are calculated based on the minimum hourly rate, see clauses 0 and B.1.2.

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B.4.2 Full-time and part-time junior maintenance and horticultural employees—ordinary and penalty rates

Age	Saturday after 12 noon – first 2 hours	Saturday after 12 noon – after 2 hours	Sunday	Public holiday
	% of junior hourly rate ¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Introductory				
17 years or under	17.54	23.38	23.38	29.23
18 years	20.46	27.28	27.28	34.10
19 years	24.86	33.14	33.14	41.43
Level 2/Maintenance and horticulture employee Level 1				
17 years or under	18.74	24.98	24.98	31.23
18 years	21.86	29.14	29.14	36.43
19 years	26.55	35.40	35.40	44.25
Level 3/Maintenance and horticulture employee Level 2				
17 years or under	19.38	25.84	25.84	32.30
18 years	22.62	30.16	30.16	37.70
19 years	27.47	36.62	36.62	45.78
Level 4/Maintenance and horticulture employee Level 3 (tradesperson)				
17 years or under	20.43	27.24	27.24	34.05
18 years	23.84	31.78	31.78	39.73
19 years	28.95	38.60	38.60	48.25
Level 5/Maintenance and horticulture employee Level 4				
19 years	30.75	41.00	41.00	51.25

¹ Rates in table are calculated based on the minimum hourly rate, see clauses 0 and B.1.2.

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B.4.3 Full-time and part-time junior employees—overtime rates

Age	Monday to Friday – first 2 hours	Monday to Friday – after 2 hours	Saturday – first 2 hours	Saturday – after 2 hours	Sunday	Public holiday
	% of junior hourly rate ¹					
	150%	200%	175%	200%	200%	250%
	\$	\$	\$	\$	\$	\$
Introductory						
17 years or under	17.54	23.38	20.46	23.38	23.38	29.23
18 years	20.46	27.28	23.87	27.28	27.28	34.10
19 years	24.86	33.14	29.00	33.14	33.14	41.43
Level 1						
17 years or under	18.06	24.08	21.07	24.08	24.08	30.10
18 years	21.06	28.08	24.57	28.08	28.08	35.10
19 years	25.58	34.10	29.84	34.10	34.10	42.63
Level 2/Maintenance and horticulture employee Level 1						
17 years or under	18.74	24.98	21.86	24.98	24.98	31.23
18 years	21.86	29.14	25.50	29.14	29.14	36.43
19 years	26.55	35.40	30.98	35.40	35.40	44.25
Level 3/Maintenance and horticulture employee Level 2						
17 years or under	19.38	25.84	22.61	25.84	25.84	32.30
18 years	22.62	30.16	26.39	30.16	30.16	37.70
19 years	27.47	36.62	32.04	36.62	36.62	45.78

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Age	Monday to Friday – first 2 hours	Monday to Friday – after 2 hours	Saturday – first 2 hours	Saturday – after 2 hours	Sunday	Public holiday
	% of junior hourly rate ¹					
	150%	200%	175%	200%	200%	250%
	\$	\$	\$	\$	\$	\$
Level 4/Maintenance and horticulture employee Level 3						
17 years or under	20.43	27.24	23.84	27.24	27.24	34.05
18 years	23.84	31.78	27.81	31.78	31.78	39.73
19 years	28.95	38.60	33.78	38.60	38.60	48.25
Level 5/Maintenance and horticulture employee Level 4						
19 years	30.75	41.00	35.88	41.00	41.00	51.25

¹ Rates in table are calculated based on the minimum hourly rate, see clauses 0 and B.1.2.

B.5 Casual junior rates

B.5.1 Casual junior employees other than maintenance and horticultural employees—ordinary and penalty rates

Age	Ordinary hours	Saturday	Sunday	Public holiday
	% of junior hourly rate ¹			
	125%	150%	175%	250%
	\$	\$	\$	\$
Introductory level employee				
17 years or under	14.61	17.54	20.46	29.23
18 years	17.05	20.46	23.87	34.10
19 years	20.71	24.86	29.00	41.43
Level 1				
17 years or under	15.05	18.06	21.07	30.10
18 years	17.55	21.06	24.57	35.10

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Age	Ordinary hours	Saturday	Sunday	Public holiday
	% of junior hourly rate ¹			
	125%	150%	175%	250%
	\$	\$	\$	\$
19 years	21.31	25.58	29.84	42.63
Level 2				
17 years or under	15.61	18.74	21.86	31.23
18 years	18.21	21.86	25.50	36.43
19 years	22.13	26.55	30.98	44.25
Level 3				
17 years or under	16.15	19.38	22.61	32.30
18 years	18.85	22.62	26.39	37.70
19 years	22.89	27.47	32.04	45.78
Level 4				
17 years or under	17.03	20.43	23.84	34.05
18 years	19.86	23.84	27.81	39.73
19 years	24.13	28.95	33.78	48.25
Level 5				
19 years	25.63	30.75	35.88	51.25

NOTE: additional penalties for late and early work are contained in clause 24.4.

¹ Rates in table are calculated based on the minimum hourly rate, see clauses 0 and B.1.2.

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B.5.2 Casual junior maintenance and horticultural employees—ordinary and penalty rates

Age	Ordinary hours	Saturday after 12 noon—first 2 hours	Saturday after 12 noon—after 2 hours	Sunday	Public holiday
	% of junior hourly rate ¹				
	125%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
Introductory					
17 years or under	14.61	17.54	23.38	23.38	29.23
18 years	17.05	20.46	27.28	27.28	34.10
19 years	20.71	24.86	33.14	33.14	41.43
Level 2/Maintenance and horticulture employee Level 1					
17 years or under	15.61	18.74	24.98	24.98	31.23
18 years	18.21	21.86	29.14	29.14	36.43
19 years	22.13	26.55	35.40	35.40	44.25
Level 3/Maintenance and horticulture employee Level 2					
17 years or under	16.15	19.38	25.84	25.84	32.30
18 years	18.85	22.62	30.16	30.16	37.70
19 years	22.89	27.47	36.62	36.62	45.78
Level 4/Maintenance and horticulture employee Level 3 (tradesperson)					
17 years or under	17.03	20.43	27.24	27.24	34.05
18 years	19.86	23.84	31.78	31.78	39.73
19 years	24.13	28.95	38.60	38.60	48.25
Level 5/Maintenance and horticulture employee Level 4					
19 years	25.63	30.75	41.00	41.00	51.25

¹ Rates in table are calculated based on the minimum hourly rate, see clauses 0 and B.1.2.

B.6 Apprentice rates

The **apprentice hourly rate** is based on a percentage of the minimum hourly rate for the Level 4 classification (Cook (tradesperson) grade 3) in accordance with clause 18.6.

The apprentice hourly rate for cooking apprentices is calculated in accordance with clauses 18.6(a) and 18.6(c).

The apprentice hourly rate for maintenance and horticultural employees is calculated in accordance with clause 18.6(a).

The apprentice hourly rate for adult apprentices is calculated in accordance with clause 18.6(e).

B.6.1 Cooking apprentices other than adult apprentices commencing their apprenticeship on or after 1 January 2014—ordinary and penalty rates

	Ordinary hours	Saturday	Sunday	Public holiday
% of apprentice hourly rate ¹				
	100%	150%	175%	250%
	\$	\$	\$	\$
1 st year	12.49	18.74	21.86	31.23
2 nd year	14.76	22.14	25.83	36.90
3 rd year	18.16	27.24	31.78	45.40
4 th year – Not attained a standard of proficiency	21.57	32.36	37.75	53.93
4 th year – Attained a standard of proficiency ²	22.70	34.05	39.73	56.75

NOTE: additional penalties for late and early work are contained in clause 24.4.

¹ Rates in table are calculated based on the minimum hourly rate, see clauses 0 and B.1.2.

² Proficiency pay is provided for in clause 18.6(c).

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B.6.2 Maintenance and horticultural apprentices other than adult apprentices commencing their apprenticeship on or after 1 January 2014—ordinary and penalty rates

	Ordinary hours	Saturday after 12 noon – first 2 hours	Saturday after 12 noon – after 2 hours	Sunday	Public holiday
	% of apprentice hourly rate¹				
	100%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
1 st year	12.49	18.74	24.98	24.98	31.23
2 nd year	14.76	22.14	29.52	29.52	36.90
3 rd year	18.16	27.24	36.32	36.32	45.40
4 th year	21.57	32.36	43.14	43.14	53.93

¹ Rates in table are calculated based on the minimum hourly rate, see clauses 0 and B.1.2.

B.6.3 Cooking apprentices other than adult apprentices commencing their apprenticeship on or after 1 January 2014—overtime rates

	Monday to Friday – first 2 hours	Monday to Friday – after 2 hours	Saturday – first 2 hours	Saturday – after 2 hours	Sunday	Public holiday
	% of apprentice hourly rate¹					
	150%	200%	175%	200%	200%	250%
	\$	\$	\$	\$	\$	\$
1 st year	18.74	24.98	21.86	24.98	24.98	31.23
2 nd year	22.14	29.52	25.83	29.52	29.52	36.90
3 rd year	27.24	36.32	31.78	36.32	36.32	45.40
4 th year – Not attained a standard of proficiency	32.36	43.14	37.75	43.14	43.14	53.93
4 th year – Attained a standard of proficiency ²	34.05	45.40	39.73	45.40	45.40	56.75

NOTE: additional penalties for late and early work are contained in clause 24.4.

¹ Rates in table are calculated based on the minimum hourly rate, see clauses 0 and B.1.2.

² Proficiency pay is provided for in clause 18.6(c)

B.6.4 Maintenance and horticultural apprentices other than adult apprentices commencing their apprenticeship on or after 1 January 2014—overtime rates

	Monday to Friday – first 2 hours	Monday to Friday – after 2 hours	Saturday – first 2 hours	Saturday – after 2 hours	Sunday	Public holiday
	% of apprentice hourly rate¹					
	150%	200%	175%	200%	200%	250%
	\$	\$	\$	\$	\$	\$
1 st year	18.74	24.98	21.86	24.98	24.98	31.23
2 nd year	22.14	29.52	25.83	29.52	29.52	36.90
3 rd year	27.24	36.32	31.78	36.32	36.32	45.40
4 th year	32.36	43.14	37.75	43.14	43.14	53.93

¹ Rates in table are calculated based on the minimum hourly rate, see clauses 0 and B.1.2.

B.6.5 Adult cooking apprentices commencing their apprenticeship on or after 1 January 2014—ordinary and penalty rates

	Ordinary hours	Saturday	Sunday	Public holiday
	% adult apprentice hourly rate¹			
	100%	150%	175%	250%
	\$	\$	\$	\$
1 st year	18.16	27.24	31.78	45.40
2 nd year	19.49	29.24	34.11	48.73
3 rd year	19.49	29.24	34.11	48.73
4 th year – Not attained a standard of proficiency	21.57	32.36	37.75	53.93
4 th year – Attained a standard of proficiency ²	22.70	34.05	39.73	56.75

NOTE: additional penalties for late and early work are contained in clause 24.4.

¹ Rates in table are calculated based on the minimum hourly rate, see clauses 0 and B.1.2.

² Proficiency pay is provided for in clause 18.6(c).

B.6.6 Adult maintenance and horticultural apprentices commencing their apprenticeship on or after 1 January 2014—ordinary and penalty rates

	Ordinary hours	Saturday after 12 noon – first 2 hours	Saturday after 12 noon – after 2 hours	Sunday	Public holiday
	% of adult apprentice hourly rate ¹				
	100%	150%	200%	200%	250%
	\$	\$	\$	\$	\$
1 st year	18.16	27.24	36.32	36.32	45.40
2 nd year	19.49	29.24	38.98	38.98	48.73
3 rd year	19.49	29.24	38.98	38.98	48.73
4 th year	21.57	32.36	43.14	43.14	53.93

¹ Rates in table are calculated based on the minimum hourly rate, see clauses 0 and B.1.2.

B.6.7 Adult cooking apprentices commencing their apprenticeship on or after 1 January 2014—overtime rates

	Monday to Friday – first 2 hours	Monday to Friday – after 2 hours	Saturday – first 2 hours	Saturday – after 2 hours	Sunday	Public holiday
	% of adult apprentice hourly rate ¹					
	150%	200%	175%	200%	200%	250%
	\$	\$	\$	\$	\$	\$
1 st year	27.24	36.32	31.78	36.32	36.32	45.40
2 nd year	29.24	38.98	34.11	38.98	38.98	48.73
3 rd year	29.24	38.98	34.11	38.98	38.98	48.73
4 th year – Not attained a standard of proficiency	32.36	43.14	37.75	43.14	43.14	53.93
4 th year – Attained a standard of proficiency ²	34.05	45.40	39.73	45.40	45.40	56.75

NOTE: additional penalties for late and early work are contained in clause 24.4.

¹ Rates in table are calculated based on the minimum hourly rate, see clauses 0 and B.1.2.

² Proficiency pay is provided for in clause 18.6(c).

B.6.8 Adult maintenance and horticultural apprentices commencing their apprenticeship on or after 1 January 2014—overtime rates

	Monday to Friday – first 2 hours	Monday to Friday – after 2 hours	Saturday – first 2 hours	Saturday – after 2 hours	Sunday	Public holiday
	% of adult apprentice hourly rate¹					
	150%	200%	175%	200%	200%	250%
	\$	\$	\$	\$	\$	\$
1 st year	27.24	36.32	31.78	36.32	36.32	45.40
2 nd year	29.24	38.98	34.11	38.98	38.98	48.73
3 rd year	29.24	38.98	34.11	38.98	38.98	48.73
4 th year	32.36	43.14	37.75	43.14	43.14	53.93

¹ Rates in table are calculated based on the minimum hourly rate, see clauses 0 and B.1.2.

B.7 Late and early work penalty

Clause B.7 updated to incorporate changes resulting from [\[2019\] FWCFB 5409](#) at [141]-[145].

The ~~penalty rates~~ ~~penalties~~ in clause 24.4 of this award are based on the standard rate as defined in clause 2—Definitions as the minimum hourly rate for the Level 4 classification (Cook (tradesperson) grade 3) in clause 18.3=\$**22.70**.

Penalty rate	Clause	% of standard rate	\$ per hour
Monday to Friday, 7.00 pm to midnight	24.4(a)	10	2.27
Monday to Friday, midnight to 7.00 am	24.4(b)	15	3.41

Schedule C—Summary of Monetary Allowances

See clause 19—Allowances for full details of allowances payable under this award.

C.1 Wage-related allowances:

C.1.1 The wage-related allowances in this award are based on the standard rate as defined in clause 2—Definitions as the minimum hourly rate for the Level 4 classification (Cook (tradesperson) grade 3) in clause 18.3 = **\$22.70**.

Allowance	Clause	% of standard rate	\$	Payable
First aid allowance ¹	19.2(b)	45.6	10.35	per week
Broken periods of work allowance	19.2(c)	15.2	3.45	per day per each broken work period

¹This allowance applies for all purposes.

C.1.2 Adjustment of wage-related allowances

Wage-related allowances are adjusted in accordance with increases to wages and are based on a percentage of the standard rate as specified.

C.2 Expense-related allowances

C.2.1 The following expense-related allowances will be payable to employees in accordance with clause 19.3:

Allowance	Clause	\$	Payable
Meal allowance—club employees other than Club managers—overtime	19.3(a)	13.38	per occasion
Meal allowance—club managers on duty	19.3(b)	13.38	per meal
Clothing, equipment and tools—cook to use own tools	19.3(c)(i)	1.55	per day or part thereof
Clothing, equipment and tools—maximum weekly amount—an amount of up to	19.3(c)(i)	7.60	per week
Uniforms—club managers—laundering	19.3(d)(ii)	10.00	per week
Vehicle allowance	19.3(e)	0.78	per km

C.2.2 Adjustment of expense-related allowances

(a) 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

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index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

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

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Clothing, equipment and tools allowance	Clothing and footwear group
Vehicle allowance	Private motoring sub-group

Schedule D—School-based Apprentices

- D.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- D.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- D.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- D.4** For the purposes of clause D.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is **25%** of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- D.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- D.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- D.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed 6 years.
- D.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each 2 years of employment as an apprentice or at the rate of competency based progression if provided for in this award.

Administrative change made by Modern Awards team to clause D.9.

- D.9** The apprentice wage scales are based on a standard full-time apprenticeship of 4 years (unless the apprenticeship is of 3 years' duration) or stages of competency based progression (if provided for in this award). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- D.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- D.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

Schedule E—Supported Wage System

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

E.2 In this schedule:

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

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

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

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

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

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

E.3 Eligibility criteria

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

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

E.4 Supported wage rates

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

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

E.4.2 Provided that the minimum amount payable must be not less than **\$87** per week.

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

E.5 Assessment of capacity

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

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

E.6 Lodgement of SWS wage assessment agreement

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

E.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

E.7 Review of assessment

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

E.8 Other terms and conditions of employment

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

E.9 Workplace adjustment

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

E.10 Trial period

- E.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- E.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- E.10.3** The minimum amount payable to the employee during the trial period must be no less than **\$87** per week.
- E.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- E.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause E.5.

Schedule F—Agreement to Take Annual Leave in Advance

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

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule G—Agreement to Cash Out Annual Leave

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ___/___/20__

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20__

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ___/___/20__

Schedule H—Part-day Public Holidays

- H.1** This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).
- H.2** Where a part-day public holiday is declared or prescribed between 6.00 pm and midnight, or 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the [NES](#).
 - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of exercising their right under the [NES](#) does not work, they will be paid their ordinary rate of pay for such hours not worked.
 - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of being on annual leave does not work, they will be taken not to be on annual leave during the hours of the declared or prescribed part-day public holiday that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
 - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
 - (e) Excluding annualised salaried employees to whom clause H.2(f) applies, where an employee works any hours on the declared or prescribed part-day public holiday they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
 - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked on the declared or prescribed part-day public holiday.
 - (g) An employee not rostered to work on the declared or prescribed part-day public holiday, other than an employee who has exercised their right in accordance with clause H.2(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.
- H.3** An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the [NES](#).
- H.4** This schedule is not intended to detract from or supplement the [NES](#).

Schedule X—Additional Measures During the COVID-19 Pandemic

X.1 Subject to clauses X.2.1(d) and X.2.2(c), Schedule X operates from 8 April 2020 until 30 June 2020. The period of operation can be extended on application.

X.2 During the operation of Schedule X, the following provisions apply:

X.2.1 Unpaid pandemic leave

- (a)** Subject to clauses X.2.1(b), (c) and (d), any employee is entitled to take up to 2 weeks' unpaid leave if the employee is required by government or medical authorities or on the advice of a medical practitioner to self-isolate and is consequently prevented from working, or is otherwise prevented from working by measures taken by government or medical authorities in response to the COVID-19 pandemic.
- (b)** The employee must give their employer notice of the taking of leave under clause X.2.1(a) and of the reason the employee requires the leave, as soon as practicable (which may be a time after the leave has started).
- (c)** An employee who has given their employer notice of taking leave under clause X.2.1(a) must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason given in clause X.2.1(a).
- (d)** A period of leave under clause X.2.1(a) must start before 30 June 2020, but may end after that date.
- (e)** Leave taken under clause X.2.1(a) does not affect any other paid or unpaid leave entitlement of the employee and counts as service for the purposes of entitlements under this award and the NES.

NOTE: The employer and employee may agree that the employee may take more than 2 weeks' unpaid pandemic leave.

X.2.2 Annual leave at half pay

- (a)** Instead of an employee taking paid annual leave on full pay, the employee and their employer may agree to the employee taking twice as much leave on half pay.
- (b)** Any agreement to take twice as much annual leave at half pay must be recorded in writing and retained as an employee record.
- (c)** A period of leave under clause X.2.2(a) must start before 30 June 2020, but may end after that date.

EXAMPLE: Instead of an employee taking one week's annual leave on full pay, the employee and their employer may agree to the employee taking 2 weeks' annual leave on half pay. In this example:

- the employee's pay for the 2 weeks' leave is the same as the pay the employee would have been entitled to for one week's leave on full pay (where one week's full pay includes leave loading under the Annual Leave clause of this award); and

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- one week of leave is deducted from the employee's annual leave accrual.

NOTE 1: A employee covered by this award who is entitled to the benefit of clause X.2.1 or X.2.2 has a workplace right under section 341(1)(a) of the Act.

NOTE 2: Under section 340(1) of the Act, an employer must not take adverse action against an employee because the employee has a workplace right, has or has not exercised a workplace right, or proposes or does not propose to exercise a workplace right, or to prevent the employee exercising a workplace right. Under section 342(1) of the Act, an employer takes adverse action against an employee if the employer dismisses the employee, injures the employee in his or her employment, alters the position of the employee to the employee's prejudice, or discriminates between the employee and other employees of the employer.

NOTE 3: Under section 343(1) of the Act, a person must not organise or take, or threaten to organise or take, action against another person with intent to coerce the person to exercise or not exercise, or propose to exercise or not exercise, a workplace right, or to exercise or propose to exercise a workplace right in a particular way.