

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999* - s. 698 - reprint of award

**CLUB EMPLOYEES' AWARD - STATE (EXCLUDING SOUTH-EAST QUEENSLAND) 2003**

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Club Employees' Award - State (Excluding South-East Queensland) 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Club Employees' Award - State (Excluding South-East Queensland) 2003 as at 1 September 2010.

Dated 1 November 2010.

[L.S.] G.D. Savill  
Industrial Registrar

**CLUB EMPLOYEES' AWARD - STATE (EXCLUDING SOUTH-EAST QUEENSLAND) 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Club Employees' Award - State (Excluding South-East Queensland) 2003.

**1.2 Arrangement**

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### **1.3 Date of operation**

This Award takes effect from 15 September 2003.

### **1.4 Award coverage**

1.4.1 This Award applies to all employers and to their employees for whom rates of pay are prescribed herein in clubs

and or sporting associations and/or at premises associated with the provision of services or amenities in relation to sport or sporting recreation in that portion of the State of Queensland along or north of a line commencing at the intersection of the east coast of Queensland with 24 degrees 30 minutes of south latitude; then by that parallel of latitude west of 151 degrees of east longitude; then by that meridian of longitude south to the junction of the Queensland and New South Wales border; then westerly along the southern border of the State of Queensland to the junction of the Queensland and South Australian borders at 141 degrees of east longitude; then by that meridian of longitude north to 26 degrees of south latitude; then west by that parallel of latitude to the western border of the State and including all islands off the coast.

- 1.4.2 This Award does not apply to persons who are appointed in writing as Managers or Assistant Managers and who are to be engaged for the major portion of their working time in activities associated with the control of the club's operations, staff control such as engagement and termination and observance of industrial laws.

## **1.5 Definitions**

1.5.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.

1.5.2 "Commission" means the Queensland Industrial Relations Commission.

1.5.3 "Full day off" means 24 hours from 12 midnight to 12 midnight.

1.5.4 "Union" means The Australian Workers' Union of Employees, Queensland.

1.5.5 "Weeks' pay" means the ordinary time rate of pay for the employee concerned:

## **1.6 Area of operation**

For the purposes of this Award the Districts and Divisions are as follows:

### *1.6.1 Divisions*

Northern Division - That portion of the State north of a line commencing at the junction of the 21st parallel of south latitude with the sea-coast; then by that parallel of latitude due west to the 147th degree of east longitude; then by that degree of east longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State, including all islands north of the 21st parallel of south latitude which are within the State of Queensland.

Mackay Division - That portion of the State within the following boundaries:

Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement; and including all islands situated between the 21st and 22nd parallels of south latitude and within the State of Queensland.

Southern Division - That portion of the State not included in the Northern or Mackay Divisions and excluding that area within the following boundaries:

Commencing at Point Danger and bounded then by the Southern boundary of the State westerly to 151 degrees of east longitude; then by that meridian of longitude bearing true north to 24 degrees 30 minutes of south latitude then by that parallel of latitude bearing true east to the sea-coast; and then by the sea-coast southerly to the point of commencement.

### *1.6.2 Districts*

(a) Northern Division:

Eastern District - That portion of the above area along or east of 144 degrees 30 minutes of east longitude.

Western District - That portion of the above area west of 144 degrees 30 minutes of east longitude, including Thursday Island.

(b) Southern Division :

Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

## **1.7 Commitments by parties**

### **1.7.1 The parties to this Award:**

- (a) are committed to an ongoing examination of the Award to ensure that it reflects the needs of the Club industry and to eliminate or amend provisions which restrict the ability of the industry to adapt quickly and efficiently to changes affecting their operations and further, are committed to enhancing the career opportunities and job security of employees in the industry;
- (b) commit themselves to establishing a consultative mechanism and procedures appropriate to the size, structure and needs of each particular club. Measures raised by the employer, employees or Union or Unions for consideration consistent with the objectives of clause 1.7.1(a) shall be processed through that consultative mechanism and procedures;
- (c) will, subject to full consultation, co-operate in the transition to the new classification structure to ensure that the transition takes place in an orderly manner.

## **1.8 Parties bound**

This Award is legally binding upon the employees as prescribed by clause 1.4, and their employers, and the Union and its members.

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **3.1 Grievance and dispute settling procedure**

The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.

- 3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee(s) may bypass this level in the procedure.
- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This

should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.

- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

##### **4.1 Employment categories**

- 4.1.1 Employees (except casual employees) covered by this Award shall be advised in writing of their employment category upon appointment. Employment categories are:
  - (a) Full-time;
  - (b) Part-time (as prescribed in clause 4.2); and
  - (c) Casual (as prescribed in clause 4.3).

##### **4.2 Part-time employment**

- 4.2.1 An employee may be employed as part-time in any classification in this Award on the following basis:
  - (a) Ordinary working hours shall be not less than 15 hours per week nor more than 36 hours per week.
  - (b) Ordinary daily working hours shall be not less than 3 hours nor in excess of 8 hours on any one day.
  - (c) The foregoing ordinary working hours shall be worked on not more than 5 days in any one week.
- 4.2.2 The hours of duty each day shall be worked continuously:

Provided that an employee who is required to work longer than 5 hours shall be granted a meal break of not less than and not more than 30 minutes. The meal break shall not be counted as time worked.
- 4.2.3
  - (a) A part-time employee shall be paid per hour at the rate of 1/40th of the full-time rate prescribed for the class of work performed, plus 10 %.
  - (b) The additional 10 % shall be regarded also as ordinary wages for the payment of annual leave, sick leave, and work not performed on a public holiday.
  - (c) The said additional 10 % shall not apply in addition to the rates prescribed elsewhere in this Award for work on Saturday, Sunday, public holidays or overtime.
- 4.2.4 The provisions of this Award in respect of annual leave, sick leave and public holidays shall apply on a *pro rata* basis to part-time employees.
- 4.2.5 All other provisions of this Award not expressly amended by clause 4.2 shall have application to part-time employees.

### **4.3 Casual employment**

- 4.3.1 A casual employee means any employee engaged as such and who is employed by the hour on the class of work for which they are engaged with a minimum of 2 hours' pay for each engagement.
- 4.3.2 For the purpose of casual employees "engagement" shall be deemed to mean the period or periods for which the employer notifies the employee that they are so required to attend on any one day:

Provided that each period of engagement shall stand alone and shall be treated as an engagement of not less than 2 hours and be paid for as such.

- 4.3.3 The hourly rate for such employees is to be ascertained by dividing the appropriate full-time rate prescribed at clause 5.2 for permanent employees of the same class by 40 and adding thereto the following loadings:
- (a) 50 % for work performed Monday to Saturday;
  - (b) 100 % for work performed by casual stewards, stewardesses on Sundays;
  - (c) 50% for other casual employees for work performed on Sundays;
  - (d) 150 % for work performed on public holidays.

### **4.4 2 or more classes of work**

- 4.4.1 Where an employee, other than a casual, on any one day, performs 2 or more classes of work for which a differential rate is fixed by this Award, such an employee shall, if employed for more than 2 hours on a grade of work attracting a higher rate, be paid for the whole period worked on that day at such higher rate.
- 4.4.2 Where an employee is engaged for 2 hours or less on a grade of work attracting a higher rate as aforesaid, such employee shall be paid at such highest rate for 2 hours.
- 4.4.3 Notwithstanding the provisions of clause 4.4.1, where an employee is performing duties of a higher grade as part of a structured and accredited training program such employee shall receive their normal rate of pay only, even though the higher grade work would normally attract a higher rate of pay. Such arrangement shall only continue for the duration of the said training course after which the provisions of clause 4.4.1 shall apply.

### **4.5 Multi-skilling**

- 4.5.1 In recognition of the operational and efficiency requirements of the club industry and to create more varied, better paid and interesting work, it shall be a condition of employment, subject to appropriate training and competency, that each employee shall be available to work as required on any work within their skill, competence and training consistent with the classification structure of this Award (subject to prevailing statutory requirements) and that each employee shall acquire the skills and learn any other job as directed and shall provide instruction and or training as appropriate to another employee as required.
- 4.5.2 Any directions issued by an employer pursuant to the provisions of clause 4.5 shall be consistent with the employers' responsibilities to provide a safe and healthy working environment.

### **4.6 Cash registers**

- 4.6.1 Any employee who is held accountable for monies taken by the employee in a cash register in the course of their duties shall be entitled to lock the drawer, or a relevant compartment, of any such lockable cash register in the event of temporary absence from the vicinity thereof.
- 4.6.2 Detail rolls shall be provided for all cash registers and such employees shall be permitted to read and check the registered sales on the register tape prior to commencing and ceasing each period of duty.

### **4.7 Incidental or peripheral tasks**

- 4.7.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.
- 4.7.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment (where relevant).
- 4.7.3 Any direction issued by an employer pursuant to clauses 4.7.1 and 4.7.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.7.4 The assignment of incidental or peripheral tasks to an employee or a class of employees shall:

- (a) be consistent with the efficient performance of the employee's main tasks or functions;
- (b) be subject to the employee having the skills or competence to perform the initial tasks;
- (c) have regard to safety at work.

#### **4.8 Anti-discrimination**

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

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

4.8.2 Accordingly, in fulfilling their obligations under the grievance and disputes settling procedure in clause 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.8.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

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

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

#### **4.9 Termination of employment**

4.9.1 *Statement of employment*

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

4.9.2 *Termination by employer*

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

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

(b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least two years' continuous service with the employer shall be entitled to an additional week's notice.

(c) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

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

#### 4.9.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.9.2.

#### 4.9.4 *Time off during notice period*

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

### **4.10 Introduction of changes**

#### 4.10.1 *Employer's duty to notify*

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.
- (b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

#### 4.10.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.10.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### **4.11 Redundancy**

#### 4.11.1 *Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.11.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.



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

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

#### 4.11.2 *Transfer to lower paid duties*

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

#### 4.11.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmitter) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmitter of the business, becomes an employee of the transmittee:
- (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.11.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

#### 4.11.4 *Time off during notice period*

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

#### 4.11.5 *Notice to Centrelink*

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

#### 4.11.6 *Severance pay*

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

Period of Continuous Service

Severance Pay

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

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

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

#### 4.11.7 *Superannuation benefits*

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

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

#### 4.11.8 *Employee leaving during notice*

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

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

#### 4.11.9 *Alternative employment*

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

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

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

#### 4.11.11 *Employees exempted*

Clause 4.11 shall not apply:

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

#### 4.11.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.11 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours

on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.

(b) A 'company' shall be defined as:

- (i) a company and the entities it controls; or
- (ii) a company and its related company or related companies; or
- (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

#### 4.11.13 *Exemption where transmission of business*

(a) The provisions of clause 4.11.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:

- (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
- (ii) where the employee rejects an offer of employment with the transmittee:
  - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
  - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

(b) The Commission may amend clause 4.11.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.11.14 *Incapacity to pay*

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

### **4.12 Continuity of service - transfer of calling**

In cases where a transfer of calling occurs, continuity of service should be determined in accordance with sections 67-71 of the Act as amended from time to time.

## **PART 5 - WAGES AND WAGE RELATED MATTERS**

### **5.1 Definition of classifications**

#### 5.1.1 *Food and beverage*

(a) "Food and Beverage Attendant Grade 1" means an employee who is engaged in any of the following:

- (i) picking up glasses;
- (ii) emptying ashtrays;
- (iii) general assistance to Food and Beverage Attendants of a higher grade not including service to customers;
- (iv) removing food plates;
- (v) setting and/wiping down tables;
- (vi) cleaning and tidying of associated areas.

(b) "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:

- (i) supplying, dispensing or mixing of liquor including the sale of liquor from the bottle department;
- (ii) assisting in the cellar or bottle department;

- (iii) undertaking of general waiting duties of both food and/or beverages including cleaning of tables;
  - (iv) receipt of monies;
  - (v) attending a snack bar;
  - (vi) engaged on delivery duties;
  - (vii) assist in maintenance of dress standards and good order in the establishment;
  - (viii) payment of authorised jackpots, not requiring attendance at the device nor maintenance of detailed records;
  - (ix) operation of coin dispensing machines.
- (c) "Food and Beverage Attendant Grade 3" means an employee who has the appropriate level of training and is engaged in any of the following:
- (i) supplying, dispensing or mixing of liquor including the sale of liquor from the bottle department;
  - (ii) assisting in the cellar or bottle department;
  - (iii) undertaking of general waiting duties of both food and/or beverages including cleaning of tables;
  - (iv) receipt of monies;
  - (v) taking reservations, greeting and seating guests;
  - (vi) general security including security of keys and supervision of dress standard maintenance and good order in the establishment;
  - (vii) assisting in the training and supervision of Food and Beverage Attendants of a lower grade;
  - (viii) engaged on delivery duties;
  - (ix) responsibility for payment of jackpots and correction of minor gaming device faults.
- This Grade also includes a Food and Beverage Attendant Grade 2 who is involved in the operation of a mechanical lifting device or attending a TAB terminal or working up to 4 hours per day (averaged over the relevant work cycle) in the cellar without supervision or attending a keno terminal.
- (d) "Food and Beverage Attendant Grade 4" means an employee who has the appropriate level of training and is engaged in any of the following:
- (i) full control of a cellar or liquor store (including the receipt, delivery and recording of goods within such an area);
  - (ii) mixing a range of sophisticated drinks;
  - (iii) supervising Food and Beverage Attendants of a lower grade.
- (e) "Food and Beverage Attendant Grade 5" means an employee who has the appropriate level of training and who has:
- (i) completed an apprenticeship in waiting or who has been accredited as such and carries out specialised skilled duties in a fine dining room or restaurant; or
  - (ii) responsibility for a safe or counting room from which change is issued to bars and poker machines change areas, including responsibility for the safe balance and for checking the balances reported by operators of tills, change cages, TAB and Keno operations etc.
- (f) "Food and Beverage Attendant Grade 6" means an employee who has the appropriate level of training including a supervisory course and who has the responsibility for the supervision, training and co-ordination of food and beverage and gaming staff, or stock control for a bar or a series of bars.

- (a) "Kitchen Attendant Grade 1" means an employee engaged in any of the following:
- (i) 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;
  - (ii) assisting employees who are cooking;
  - (iii) assembly and preparation of ingredients for cooking;
  - (iv) general pantry duties.
- (b) "Kitchen Attendant Grade 2" means an employee who has the appropriate level of training, and who is engaged in specialised non-cooking duties in a kitchen or food preparation area, or supervision of Kitchen Attendants.
- (c) "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 Attendant of a lower grade.
- (d) "Cook Grade 1" means an employee who carries out cooking of breakfasts and snacks, baking, pastry cooking or butchering.
- (e) "Cook Grade 2" means an employee who has the appropriate level of training and who performs cooking duties including baking, pastry cooking or butchering.
- (f) "Cook (Tradesperson) Grade 3" means a "commis 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.
- (g) "Cook (Tradesperson) Grade 4" means a "demi chef" or equivalent who has completed an apprenticeship or has passed the appropriate trade test baking or pastry cooking duties and/or supervises and trains other cooks and kitchen employees.
- (h) "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 who performs any of the following:
- (i) general and specialised duties including supervision or training of other kitchen staff;
  - (ii) ordering and stock control;
  - (iii) solely responsible for other cooks and other kitchen employees in a single kitchen establishment.

### 5.1.3 *House*

- (a) "House Attendant Grade 1" means an employee who performs any of the following:
- (i) laundry and/or linen duties which may include minor repairs to linen and/or clothing;
  - (ii) collection and delivery of guests personal dry cleaning and laundry, linen and associated materials to and from accommodation areas;
  - (iii) general cleaning duties;
  - (iv) parking guests cars.
- (b) "House Attendant Grade 2" means an employee who has not achieved the appropriate level of training and who is engaged in any of the following:
- (i) servicing accommodation areas and cleaning thereof;
  - (ii) receiving and assisting guests at the entrance to the establishment;
  - (iii) driving a passenger vehicle or courtesy bus;
  - (iv) transferring guest baggage to and from rooms;
  - (v) cleaning duties using specialised equipment and chemicals;

- (vi) providing basic food and beverage service with personalised guest service (room service).
- (c) "House Attendant Grade 3" means an employee who has not achieved the appropriate level of training and who is engaged in any of the following:
  - (i) supervising House Attendant employees of a lower grade;
  - (ii) providing food and/or beverage service with personalised guest service;
  - (iii) major repairs of linen and/or clothing;
  - (iv) supervision of laundry services.

#### 5.1.4 Other classifications

- (a) "Bar Useful" means a person who assists in performing routine bar duties, eg. scrubbing and cleaning tables, collecting glasses and the like.
- (b) "Cellarperson" means a person employed in charge of or responsible for the contents of a cellar or liquor store.
- (c) "Chef or First Cook" shall be a qualified cook (as defined by clause 5.1.4) who is the Senior cook permanently in charge of a kitchen where other cooks are employed at the same time.
- (d) "Single Hand Cook" means a cook (other than a qualified cook) employed in a kitchen where no other cook is employed.
- (e) "Waiter" means any person who is engaged in food service and does not serve liquor or other alcoholic beverages.
- (f) "Head Waiter" means any employee appointed by an employer and who is responsible for the supervision of the work of dining room staff.
- (g) "House Attendant/Cleaner" means an employee who is employed to perform general house cleaning and domestic services within establishments covered by this Award.
- (h) "Other Cook" means a cook who under direction assists in cooking and preparing meals.
- (i) "Qualified Cook" means a cook who has successfully completed and can produce appropriate documentary evidence to their employer to the effect that they have successfully completed an apprenticeship in cooking at a recognised school or college or who has passed an appropriate trade test in cooking at a recognised school or college.
- (j) "Steward" or "Stewardess" means an employee engaged in any of the following duties:

Serving meals, refreshments, liquor or other alcoholic beverages and performing duties incidental to such services in meal rooms, lounges or bars, the selling of goods on sale by the management, servicing of cloak rooms, billiard rooms, recreation rooms or bedrooms.

#### 5.1.5 Appropriate level of training means:

- (a) Completion of a training course deemed suitable according to guidelines issued through Tourism Training Australia for that particular classification. After 1 June 1991, such course to be accredited by the Australian Hospitality Review Panel; or
- (b) That the employee's skills have been assessed to be at least the equivalent of those attained through the suitable course described in clause 5.1.5(a), such assessment to be undertaken by a qualified skills assessor.

## 5.2 Wage rates

5.2.1 *Adults* - The minimum rates of wages to be paid to the undermentioned levels of employees shall be as follows:

The relativities for the new classification structure are as follows:

Level	%	Food and Beverage	Kitchen Attendant	Cook	House Attendant
1	78	1	1	-	1

2	82	2	2	1	2
3	87.4	3	3	2	3
4	92.4	4	-	-	-
5	100	5	-	3	-
6	105	6	-	4	-
7	110	-	-	5	-

		Total
		Wage Rate
Classification		Per Week
		\$
1	Bar Useful	597.30
	All Others	597.30
	House Attendant	602.30
	Kitchenhand	604.40
2	Steward/Stewardess	613.30
	Assistant Cellarperson	613.30
	Waiter	604.90
	Other Cook	610.50
	Single Hand Cook	611.80
3		627.40
4	Head Waiter	648.30
	Chief Steward	648.30
	Cellarperson	648.30
5	Qualified Cook	682.00
6	Second Cook	702.90
7	Chef/Chief Cook	723.70

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments..

### 5.2.2 Overaward payment

Overaward payment is defined as the amount in rates of pay which an employee would receive in excess of the minimum award wage as prescribed in this Award for the classification in which such employee is engaged which applied immediately prior to the date of operation of this variation.

This definition shall exclude overtime, shift allowances, penalty rates, expense related allowances, industry allowances, disability allowances, vacation allowances, special rates or allowances, responsibility allowances, or any other ancillary payments of a like nature described by this Award.

### 5.2.3 Divisional and District Allowances

Adults	Per Week
	\$
Northern Division, Eastern District	1.05
Northern Division, Western District	3.25 (in total)
Mackay Division	0.90
Southern Division, Western District	1.05

These amounts are payable for all purposes of this Award.

## 5.3 Juniors

The minimum full-time rate of wages payable to junior employees as defined shall be calculated as follows:

Years of Age	Percentage of minimum
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	Adult Rate
	%
Under 18 years of age	65
18 and under 19 years	75

And thereafter at the appropriate rate of wages as prescribed by clause 5.2.1.

Junior rates shall be calculated in multiples of 10 cents with any result of 5 cents or more being taken to the next highest 10 cent multiple.

Any Junior employed on duties normally performed by "Steward/Stewardess", or "Cellarperson" shall be paid the rates prescribed in clause 5.2.1 for "Steward/Stewardess" or "Cellarperson" as the case may be.

#### 5.4 Allowances

##### 5.4.1 Late work rates

All ordinary working time worked by employees, other than casuals, later than 8.00 p.m. Monday to Friday inclusive shall be paid for at the rate of \$1.4425 per hour extra, with a minimum payment of \$1.910.

#### 5.5 Payment of wages

5.5.1 (a) Except upon the termination of employment, all wages including overtime, shall be paid on any day other than Friday, Saturday or Sunday. Notwithstanding the foregoing, by agreement between the Union, the employer and the employees, in a week where a holiday occurs, payment of wages may be made on a Friday.

(b) By agreement between the employer and the employee, wages shall be paid either weekly or fortnightly and at the discretion of the employer by one of the following means:

(i) Cash;

(ii) Cheque; and

(iii) Payment directly into an employee's bank account without cost to the employee.

5.5.2 Wages shall be paid in the employer's time and any employee who is not paid within 15 minutes of such employee's ordinary ceasing time shall be deemed to be working during the time they are kept waiting.

5.5.3 When an engagement is terminated, all monies due to an employee shall be paid within one hour of such termination:

Provided that where an employee is summarily dismissed or leaves their employment without giving the prescribed notice, such employee shall be entitled to collect all monies due as soon as practicable and, in any event, nor later than one hour after bank opening time on the next normal bank trading day.

#### 5.6 Superannuation

5.6.1 The subject of Superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act (Cth) 1992*, *Superannuation Guarantee Charge Act (Cth) 1992*, *Superannuation Industry (Supervision) Act (Cth) 1993*, and *Superannuation (Resolution of Complaints) Act (Cth) 1993*.

5.6.2 Employers have an obligation to make Occupational Superannuation contributions on behalf of each eligible employee as defined by this Award. Such contributions shall be paid by the employer into the Scheme as defined below regularly at least once each calendar month or in accordance with the requirements of the approved Funds Trust Deed.

5.6.3 The employer shall contribute a minimum percentage based on ordinary time earnings in accordance with percentages listed below:

Year	Employers Payroll of \$1 Million or less	Employers Payroll of \$1 Million or more
2000/2001	8%	8%
2001/2002	8%	8%
2002/2003	9%	9%



- 5.6.4 Such contributions shall be based upon the employees' ordinary time earnings as defined below.
- 5.6.5 'Scheme' shall mean 'Club Super'.
- 5.6.6 "Eligible employee" shall mean an employee whose ordinary time earnings exceed \$450.00, or such other amount as determined from time to time pursuant to the relevant legislation, in any one month. For the purpose of this clause "eligible employee" shall not include an employee who is under 18 years of age and working for not more than 30 hours per week.
- 5.6.7 "Ordinary time earnings" means the ordinary periodic salary, wages or other remuneration being paid by the employer to the employee each week including late shift penalties, weekend and public holiday penalties, in-charge allowances and all other all purpose payments and in respect of casual employees shall include any casual loading and late shift penalties as prescribed by the Award but not including any lump sum payments on termination, annual leave loadings, reimbursement of expenses, bonuses, commission, payment for overtime or other extraordinary payment, remuneration or allowance.

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

### **6.1 Hours of work**

- 6.1.1 The ordinary working hours of all employees shall not exceed 40 in any one week or 8 in any one day and shall be worked on 5 days of the week with 2 days off duty during each week provided that wherever practicable the 2 days off duty shall be consecutive.
- 6.1.2 The ordinary daily working hours of all employees shall be worked in accordance with a roster as prescribed in clause 6.3.
- 6.1.3 For other than Chief Stewards, Stewards, Stewardesses, Cellarpersons and Bar Usefals the ordinary daily working hours shall be worked within a spread of 12 hours from commencing time.
- 6.1.4 The ordinary daily working hours for Chief Stewards, Stewards, Stewardesses, Cellarpersons and Bar Usefals shall be worked within a spread of 10 1/2 hours from commencing time.
- 6.1.5 No employee shall commence their ordinary working hours prior to 6.00 a.m. on any day.

### **6.2 Meal breaks**

#### *6.2.1 Meal breaks*

Except as provided, every employee shall be entitled to a meal break of not less than 30 minutes nor more than one hour for breakfast, lunch or dinner. No employee shall work for more than 5 hours without a meal break except where overtime of 1 1/2 hours' duration or less is being worked immediately following an employee's ordinary ceasing time.

Where an employee is required to work through their normal meal break they shall be paid at the rate of double time for all work so performed and such double time shall continue to be paid until such time as a 30 minute meal break can be taken or until the employee ceases work for the day.

#### *6.2.2 Rest pauses*

- (a) Weekly employees shall receive a rest pause of 10 minutes' duration in the employer's time in the first half and second half of each day worked.
- (b) Casual employees who work a minimum of 4 consecutive ordinary hours but less than 8 consecutive ordinary hours on any one day shall receive a rest pause of 10 minutes' duration. Employees who work a minimum of 8 consecutive ordinary hours (excluding the meal break) on any one day shall receive a rest pause of 10 minutes' duration in the first half and the second half of the period worked.
- (c) Rest pauses shall be taken at times to suit the convenience of the employer and so as not to interfere with the continuity of work where continuity is necessary.
- (d) Notwithstanding the provisions of clause 6.2.2(a), where the employer and employees agree, the rest pauses may be combined so that the employees have one rest pause of 20 minutes duration.
- (e) Rest pauses shall be taken in the employer's time.

### **6.3 Rosters**

- 6.3.1 A roster showing starting and ceasing times for the ordinary hours of duty of full-time and part-time employees

and the times between which the period is allotted for each meal, together with the surname and initials of each employee, shall be prepared by the employer and shall be posted in a conspicuous place or places accessible to the employees concerned. The roster shall be alterable by mutual consent at any time or by amendment of the roster on 7 days' notice. Where practicable, 2 weeks' notice of rostered days off shall be given provided that the days off may be changed by mutual consent or when rendered necessary by the absence of other employees from duty, shortage of staff, or other cause over which the employer has no control and in which cases 12 hours' notice shall be sufficient.

#### **6.4 Overtime**

- 6.4.1 Except as herein provided all time worked in excess of the ordinary working hours as prescribed in clause 6.1 and/or outside the spread of hours and/or outside the rostered hours shall be deemed overtime and shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter. In the computation of overtime payments, any part of a-half hour worked on any day shall be paid for as a full half hour.
- 6.4.2 All time worked on an employee's rostered days off shall be paid for at the rate of double time with a minimum payment as for 2 hours worked.
- 6.4.3 Any employee who is required to continue working for more than 1 1/2 hours beyond their ordinary ceasing time shall be entitled to a paid crib break of 30 minutes after the first hour so worked and shall be provided with an adequate meal by their employer or paid an amount of \$9.60 in lieu thereof.
- 6.4.4 Where an employee has been provided with a meal because of receipt of notice to work overtime and such overtime is not worked, they shall be paid \$9.60 for any meal so provided.
- 6.4.5 When an employee who normally travels to work by public transport is detained at work until it is too late to return to their place of residence by a public conveyance, the employer shall provide, at no cost to the employee, alternative proper conveyance to their place of residence.
- 6.4.6 Notwithstanding the provisions in clauses 6.4.1 and 6.4.2, there may be an agreement in writing between the employee and the employer to take time off with pay. Such time off shall be equivalent to the number of ordinary hours pay that the employee would have received for such overtime. Accumulated time must be taken within 12 months from the time of accrual and at a time mutually agreed between the employee and the employer.
- 6.4.7 Any outstanding accrued overtime shall be paid at the appropriate rate in full at the time of termination, for any reason, by either party.

#### **6.5 Saturday work and Sunday work**

##### *6.5.1 Weekend penalty rate*

All time worked by employees, other than casuals, within their ordinary working hours, as prescribed herein, between midnight Friday and midnight Sunday, shall be paid at the rate of time and a-half.

Chief Stewards, Stewards/Stewardesses, and Cellarpersons employed between midnight Saturday and midnight Sunday shall be paid for at the rate of double time for work performed during such period.

### **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

#### **7.1 Annual leave**

- 7.1.1 Every employee (other than a casual employee) covered by this Award shall at the end of each year of their employment be entitled to annual leave on full pay of 4 weeks.
- 7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.3) shall be paid for by the employer in advance:
- (a) in the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Award, at that excess rate; and
  - (b) in every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award.
- 7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due the employee, the employee's pay, calculated in accordance with clause 7.1.5, for 4 weeks and also the employees ordinary pay for any public

holiday occurring during such period of 4 weeks.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due to the employee, an amount equal to 1/12th of their pay for the period of their employment calculated in accordance with clause 7.1.5.

Annual leave shall be given in addition to any notice for the termination of employment.

#### 7.1.5 *Calculation of annual leave pay*

In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

- (a) All employees - Subject to the provisions of clause 7.1.5, in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
  - (i) The employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and week-end penalty rates);
  - (ii) A further amount calculated at the rate of 17.5% of the amounts referred to in clause 7.1.5(a)(i).

#### 7.1.6 *Taking of annual leave*

Annual leave shall be taken within 6 months of becoming due. If it is not practicable to take such leave within the 6 months period, other arrangements may be made between the employer and the employee. Such other arrangements may lead to accumulation of leave credits for a period not exceeding 2 years:

Provided that by agreement in writing between the employer and the employee, the accumulation period may be exceeded.

## **7.2 Sick leave**

### 7.2.1 *Entitlement*

- (a) Every employee, except casuals and school-based apprentices and trainees, is entitled to 8 days' sick leave for each completed year of their employment with their employer.
- (b) This entitlement will accrue at the rate of one day's sick leave after each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.
- (f) Part-time employees accrue sick leave on a proportional basis.

### 7.2.2 *Employee must give notice*

The payment of sick leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

### 7.2.3 *Evidence supporting a claim*

When the employee's absence is for more than 2 days the employee is required to give the employer a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.

### 7.2.4 *Accumulated sick leave*

An employee's accumulated sick leave entitlements are preserved when:

- (a) the employee is absent from work on unpaid leave granted by the employer; or
- (b) the employer or employee terminates the employee's employment and the employee is re-employed within 3 months; or

- (c) the employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

The employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

#### 7.2.5 *Workers' compensation*

Where an employee is in receipt of workers' compensation, the employee is not entitled to payment of sick leave.

- 7.2.6 Where an employee has a proven record of recurring absences on sick leave the employer will, if it is considered appropriate to take such action, inform such employee that in the event of future absences a certificate will be required from a duly qualified medical practitioner in respect of each period of sick leave taken for a period of 6 months thereafter.

### **7.3 Bereavement leave**

#### 7.3.1 *Full-time and part-time employees*

Full-time and part-time employees shall, on the death of a member of their immediate family or household in Australia, be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

#### 7.3.2 *Long-term casual employees*

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least one year immediately before the employee seeks to access an entitlement under clause 7.3.2.

#### 7.3.3 "Immediate family" includes:

- (a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and
- (b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

#### 7.3.4 *Unpaid leave*

An employee with the consent of the employer, may apply for unpaid leave when a member of the employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient.

### **7.4 Long service leave**

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.

### **7.5 Family leave**

The provisions of the Family Leave Award apply to and are deemed to form part of this Award.

#### 7.5.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;
- (b) a copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

#### 7.5.2 The Family Leave Award also provides for the terms and conditions of leave associated with:

- (a) Maternity leave
- (b) Parental leave

(c) Adoption leave

(d) Special responsibility leave for the care and support of the employee's immediate family or household.

## **7.6 Public holidays**

7.6.1 Subject to clause 7.6.6 all work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

### *7.6.2 Labour Day*

All employees covered by this Award are entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee will be paid a full day's wage for that day and in addition a payment for the time actually worked by the employee at 1 1/2 times the ordinary time rate of pay prescribed for such work with a minimum of 4 hours.

### *7.6.3 Annual show*

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

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

### *7.6.4 Double time and a-half*

For the purposes of clause 7.6 "double time and a-half" means 1 1/2 day's wages in addition to the employee's ordinary prescribed weekly rate of pay where the rate is a weekly rate or *pro rata* if there is more or less than a day.

### *7.6.5 Stand-down*

Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood-down by the employer during the month of December, and who is re-employed in January of the following year, shall be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood-down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and the 1st January (New Year's Day).

### *7.6.6 Substitution*

Where there is agreement between the employer and the majority of employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day will be at the rate of double time and a-half at the employees' ordinary time rate of pay.

7.6.7 Should any of the holidays mentioned in clause 7.6.1 fall on an employee's full day off, such employee shall receive another full day off in lieu thereof, or one full day be added to such employee's annual leave, or alternatively, one full day's wages at ordinary rates shall be paid in addition to the weekly wage.

## **7.7 Jury service**

- (a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

- (b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.
- (c) Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- (d) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.
- (e) "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

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

### **8.1 Travelling, transport and fares**

8.1.1 Every employee shall be allowed the fare actually paid from the place of engagement to the place of employment if such employee faithfully fulfils their duties for 3 months or for such less period for which they may be engaged. Every employee shall be allowed return fare if such employee faithfully fulfils their duties for not less than 12 months, such return fare to be paid on the termination of their services after such period of 12 months:

Provided that the employer may make their own arrangements for the conveyance of the employee in which event no fares will be payable.

8.1.2 When instructed to travel by other means the actual fares shall be paid.

8.1.3 Every employee, while travelling from the place of engagement to the place of employment, shall be paid an allowance for the amount actually paid for meals taken limited to \$7.50 per meal and 3 meals per day.

## **PART 9 - TRAINING AND RELATED MATTERS**

### **9.1 Training program**

9.1.1 Following the proper consultation with employees, an employer shall where appropriate, develop a training program consistent with:

- (a) the current and future skill needs of the enterprise;
- (b) the size, structure and nature of the operations of the enterprise;
- (c) the need to develop vocational skills relevant to the enterprise and the Club industry and will be, where appropriate, provided through courses conducted by accredited educational institutions and providers.

9.1.2 A training program developed in accordance with clause 9.1.1 will have objectives consistent with:

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate training; and
- (c) meeting the needs of an enterprise and/or the Club industry.

9.1.3 Where it is agreed between the employer and an employee that training in accordance with the program developed pursuant to clause 9.1.1 should be undertaken by an employee, that training may be undertaken either on or off the job:

Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay.

9.1.4 Where training is undertaken as prescribed in clause 9.1.3, any costs associated with standard fees, including the Higher Education Contribution Scheme, for prescribed courses and prescribed textbooks incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of

expenditure:

Provided that reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress.

9.1.5 Where training is undertaken as prescribed in clause 9.1.3, travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.

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

### **10.1 Food**

Meals supplied to employees shall be of good quality and of sufficient quantity and well cooked, and shall include for morning and afternoon tea.

### **10.2 Uniforms**

Where employees are required to wear a uniform, such uniform, except as hereinafter provided, shall be supplied, maintained and laundered at the employer's expense and shall always remain the property of such employer:

Provided that where an employee is required by the employer to wear, provide and launder the traditional style black and whites, they shall be paid an allowance of \$4.50 per week, or *pro rata* where the employment is for less than a week.

### **10.3 Breakages**

An employer shall not charge any sum against, nor deduct any sum, from the wages of any employee in respect of breakages of crockery or other utensils, except in the case of wilful misconduct.

### **10.4 Provision of meals**

Where meals are provided for employees \$1.50 per week shall be deducted from the rates of pay in clause 5.2.

### **10.5 Provision of sleeping accommodation**

Where sleeping accommodation is provided for employees, \$1.00 per week shall be deducted from the rates of pay in clause 5.2.

## **PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS**

### **Preamble**

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

### **11.1 Right of entry**

#### *11.1.1 Authorised industrial officer*

- (a) An "Authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

#### *11.1.2 Entry procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
  - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
  - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other

person in charge is absent.

- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

#### 11.1.3 *Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
  - (i) is ineligible to become a member of the Union; or
  - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
  - (iii) has made a written request to the employer that the employee does not want that employee's record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

#### 11.1.4 *Discussions with employees*

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the Union:

- (a) matters under the Act during working or non-working time; and
- (b) any other matter with a member or employee eligible to become a member of the Union, during non-working time.

#### 11.1.5 *Conduct*

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

### **11.2 Time and wages record**

11.2.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

- (a) the employee's award classification;
- (b) the employer's full name;
- (c) the name of the award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a full-time, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:



- (a) the employee's full name and address;
- (b) the employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) the date when the employee became an employee of the employer;
- (e) if appropriate, the date when the employee ceased employment with the employer; and
- (f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Industrial Relations, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

### **11.3 Posting of award**

A copy of this Award shall be posted up in a conspicuous place on the premises of the employer.

### **11.4 Provision for payroll deductions**

The employer shall, on request in writing by any employee, pay to the Union, out of any money due to the employee, in respect of wages, the annual contribution of such employee as a member of the Union.

### **11.5 Time sheets**

Time-sheets or time books shall be provided by the employer, wherein each employee shall enter daily the starting and ceasing times.

### **11.6 Trade union training leave**

11.6.1 The accredited Union representative shall be eligible to up to 5 days leave per year on ordinary time pay for the purpose of attending a course conducted by or other courses mutually agreed between the Union and an employer, or employers.

11.6.2 Leave taken pursuant to this clause shall be counted as continuous service for all purposes of the Award.

11.6.3 An employer shall not be required to pay for more than 5 days leave in any one calendar year.

11.6.4 A Union representative wishing to avail themselves of this leave must make such request to the employer not less than 4 weeks prior to the commencement of the Course.

## **Appendix A**

(1) Absorbable Broadbanding Adjustments -

<b>Level</b>	<b>Previous Classification</b>	<b>Adjustment</b>
		\$
1	Bar Useful	-
	All Others	-
	House Attendant	-
	Kitchenhand	-
2	Steward	-
	Assistant Cellarperson	-
	Waiter	0.80
	Other Cook	-
3	Single Hand Cook	-
	-	-
4	Head Waiter	-
	Chief Steward	4.90
	Cellarperson	8.60

5	Qualified Cook	-
6	Second Cook	-
7	Chef/Chief Cook	-

## **SCHEDULE 1 - Registered and Licensed Clubs Association of Queensland - Flexible Working Hours**

Schedule 1 replaces the corresponding sections of the Award. It applies only to those Clubs that are listed at the end of Schedule 1. It has been inserted as a consequence of the Review of Industrial Agreements undertaken by the QIRC in 2005. Schedule 1 replaces IA57 of 1991 The Club Employees' Award - State (Excluding South East Queensland) Flexible Working Hours Etc - Industrial Agreement (1992) 139 QGIG 15.

### **1.1 Terms and conditions**

Notwithstanding any provisions to the contrary contained in the Award as amended from time to time the following shall apply to those Employers and employees to whom Schedule 1 applies.

#### **2.1. Multi-skilling**

Permanent and part-time employees may also be engaged on a casual basis for duties in a separate engagement in a separate section of the club to encourage multi-skilling and skill formation. Such employees shall receive a skilling allowance of 25% in addition to their ordinary hourly rate for time so worked:

Provided that such engagement shall be subject to the following conditions:

- (a) That the work required to be performed in the separate engagement is not within the usual job description of the employees concerned;
- (b) The separate engagement is to meet a specific purpose;
- (c) The separate engagement enables the employee to obtain additional remuneration and/or skills and, to this end, where the employee does not possess the necessary skills, training must be provided in accordance with the provisions of the Award;
- (d) The separate engagement must be subject to mutual agreement between the employer and the employee concerned;
- (e) The separate engagement is not designed to avoid overtime obligations, but genuinely meets the tests set out in clauses 2.1(a) to 2.1(d).

### **3.1 Enterprise bargaining**

3.1.1 The parties agree to implement enterprise bargaining in order to establish profitable, efficient and effective high quality services to the club industry. This will require a well paid and secure club industry workforce with the skills to provide the quality services to the club industry.

3.1.2 To ensure the meeting of objectives of the Award, the parties agree that the following measures form an integral part of the industry's operations:

- (a) At all times terms and conditions of employment will be based upon the specific needs of the enterprise and employees whilst ensuring that all employees enjoy conditions of service, which, in total, will equal or exceed prevailing community standards.
- (b) The club industry and its employees will constantly seek improvements in safety, work organisation, quality, and any other areas which will enhance the quality of the working environment and the effectiveness of the club operations.
- (c) The avoidance of any action which disrupts or impedes delivery of services by the prompt resolution of employee concerns through effective communication and the agreed processes of consultation and grievance handling.

3.1.3 The issues which may be addressed under enterprise bargaining are, but are not limited, to the following matters:

- (a) Terms of engagement
- (b) Casual/part-time employees
- (c) Hours
- (d) Meal breaks
- (e) Wages (Classification Structure and over-award)
- (f) Payment of wages

- (g) Arrangement of overtime
- (h) Penalty rates
- (i) Weekend work
- (j) Annualised wages
- (k) Use of trainees
- (l) Multi-hiring

The above represents a process for the parties to confer at the enterprise level. The agenda is not limited in the areas where discussions can occur to improve work place and enterprise flexibility and efficiency.

#### **4.1 Hours of work**

4.1.1 The ordinary hours of work shall be an average of 40 hours per week to be worked continuously:

Provided that the arrangement of hours of work of all employees can be implemented in one or a combination of the following:

- (a) 40 hours per week; or
- (b) an average of 80 hours per fortnight; or
- (c) an average of 160 hours per 4 week period:

Provided further that such 4 week period shall not exceed 160 hours and be worked on not more than 20 days.

4.1.2 The number of ordinary hours to be worked each day shall be no less than 4 hours nor more than 8 hours to be worked within a spread of 14 hours per day from commencing time to ceasing time as set out according to a roster prescribed in clause 6.3 of the Award:

Provided that a shift or each work period in excess of 8 ordinary hours as prescribed in clauses 4.1.3 and 4.1.4 shall only be worked following agreement between the Employer and employee.

4.1.3 Where shifts of 10 hours or more per day are rostered for work, employees working such hours shall not be rostered for that work on more than 3 consecutive days without agreement of the employee, and a break of at least 2 days off after 8 shifts must be provided.

4.1.4 The introduction of regular work periods greater than 10 hours per day shall be by agreement in writing between the Employer and the Branch Secretary of the Union, and having cognisance of the ACTU Policy on 12 hour shifts.

#### **5.1 Rosters**

A roster showing starting and ceasing times for the ordinary hours of duty of full-time and part-time employees and the times between which the period is allotted for each meal, together with the surname and initials of each employee, shall be prepared by the employer and shall be posted in a conspicuous place or places accessible to the employees concerned. Where practicable, 2 weeks' notice of rostered days off shall be given provided that the days off may be changed by mutual consent or when rendered necessary by the absence of other employees from duty, shortage of staff, or other cause over which the employer has no control and in which cases 12 hours' notice shall be sufficient.

#### **6.1 Rostered days off**

6.1.1 Employee/s working on the basis of clause 4.1.1(a) shall be entitled to a minimum of 2 days off in the 7 day period, and where practicable, such days off shall be consecutive, and taken at a time as mutually agreed between the Employer and employee/s.

6.1.2 Employee/s working on the basis of clause 4.1.1(b) shall be entitled to a minimum of 4 days off in the 2 week period, and where practicable, at least 2 days off shall be consecutive and taken at a time as mutually agreed between the Employer and employee/s.

6.1.3 Employee/s working on the basis of clause 4.1.1(c) shall be entitled to a minimum of 8 days off per 4 week cycle, and where practicable at least 2 such days off shall be consecutive. Days off shall be taken at times as mutually agreed between the Employer and the employee/s:

Provided that no employee shall work more than 10 days in succession without a rostered day or days off.

6.1.4 Where such rostered day off falls on a public holiday, the following day may be taken where practicable in lieu thereof or the employee and the Employer may agree to an alternative day off duty as substitution.

#### **7.1 Pay averaging**

Employees shall be entitled to a week's wages in accordance with clause 5.2 of the Award for each week of the cycle, however the employee and Employer may agree to other arrangements.

### **8.1 Minimum break between shifts**

The roster for all permanent and part-time employees shall provide for a minimum of 10 hours off-duty between the finish of ordinary hours on one day and the commencement of the next ordinary shift for which the employee is rostered for duty. If on the instructions of the Employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall be paid double rates until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence:

Provided that for the purpose of clause 8.1, 8 hours shall be substituted for 10 hours:

- (a) For the purpose of changing shift rosters; or
- (b) Where a shift worker does not report for duty; or
- (c) Where a shift is worked by arrangement between the employees themselves, with prior permission of the Employer.

### **9.1 Overtime**

9.1.1 Except as hereinafter provided, all time worked in excess of the rostered ordinary working hours as prescribed in clause 4.1 and/or outside the spread of hours and/or outside the rostered hours shall be deemed overtime and shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter. In the computation of overtime payments, any part of a-half hour worked on any day shall be paid for as a full half hour.

9.1.2 All time worked on an employee's rostered days off shall be paid for at the rate of double time with a minimum payment as for 2 hours worked.

9.1.3 Any employee who is required to continue working for more than one and a-half hours beyond their ordinary ceasing time shall be entitled to a paid crib break of 30 minutes after the first hour so worked and shall be provided with an adequate meal by the employer or paid an amount of \$9.60 in lieu thereof:

Provided that where an employee has provided themselves with a meal break because of receipt of notice to work overtime and such overtime is not worked, they shall be paid \$9.60 for any meal so provided.

9.1.4 When an employee who normally travels to work by public transport is detained at work until it is too late to return to their place of residence by a public conveyance, the Employer shall provide at no cost to the employee, alternative proper conveyance to their place of residence.

9.1.5 Except as hereinafter provided, work performed outside the spread of hours shall be paid at overtime rates. By agreement in writing between the Employer and employee/s such hours may be deemed to be part of the ordinary hours of work for the purpose of clause 4.1.1 and shall be paid at overtime rates.

### **10.1 Part-time employees**

An employee may be employed as part-time in any classification under the Award on the basis as follows:

- (a) Ordinary working hours shall not be less than 3 hours, or in excess of 10 hours on any one day, with a minimum of 10 hours per week, or 40 hours per 4 week period.
- (b) The hours of duty each day shall be worked continuously provided that by agreement between the employer and employee, broken periods may be worked according to a roster.
- (c) A part-time employee shall be paid per hour at the rate of 1/40th of the weekly rate prescribed for the class of work performed, plus 10%.
- (d) The additional 10% shall be regarded also as ordinary wages for the payment of annual leave, sick leave, and work not performed on a holiday.
- (e) The said additional 10% shall not apply in addition to the rates prescribed elsewhere in this Schedule for work on Saturday, Sunday, holidays or overtime.
- (f) The provisions of clause 10.1 in respect of annual leave, sick leave and holidays shall apply on a pro rata basis to part-time employees.

- (g) By agreement in writing between an employer and an employee, the loading prescribed in clause 10.1(c) shall not apply where the employee is guaranteed work or payment therefore of a minimum of 20 hours per week.
- (h) All other provisions of the Award not expressly amended by clause 10.1 shall have application to part-time employees.

## **11.1 Public holidays in lieu**

11.1.1 Should any of the holidays mentioned in clause 7.6 of the Award fall on an employee's full day off, by mutual agreement between the employer and the employee the employee may receive another full day off in lieu thereof or one full day may be added to such employee's annual leave, or alternatively, one full days wage at ordinary rates may be paid in addition to the weekly wage.

11.1.2 Subject to agreement between the employer and the employee, work performed on a public holiday as part of the ordinary hours of work shall be paid at ordinary rates plus half time additional for hours worked together with the ordinary time equivalent number of hours:

- (a) being added to the employee's annual leave credit; or
- (b) being able to be taken as time off in lieu of and taken within 28 days of that holiday:

Provided that outstanding credits are to be paid in full on termination.

## **12.1 Uniforms**

12.1.1 Where the employer requires any special clothing such as coats, dresses, caps, aprons, cuffs and any other articles of clothing to be worn by the employee they shall be purchased and laundered at the employer's expense. By agreement the employee may be required to wash and iron the special clothing and an agreed sum of money shall be paid to the employee each week by the employer.

For the purposes of clause 12.1, black and white attire (not being dinner suit or evening dress), shoe, hose and/or socks shall not be regarded as special clothing.

12.1.2 Where it is necessary that waterproof or other protective clothing such as waterproof boots or gloves be worn by an employee, such clothing shall be supplied without cost to the employee and shall remain the property of the employer.

## **LIST OF MEMBERS OF REGISTERED AND LICENSED CLUBS ASSOCIATION OF QUEENSLAND, UNION OF EMPLOYERS AS AT 1 FEBRUARY 1997**

### **COMPANY**

Goondiwindi Golf & Country Club  
Goondiwindi Memorial Club  
Goondiwindi Rugby League Football Club  
Chinchilla Golf Club Inc  
Chinchilla RSL Memorial Club  
Miles & District War Memorial Club Inc  
Condamine Golf Club  
Wandoan Bowls Club  
Taroom Bowls Club  
Maranoa Club Inc  
Roma Bowls Club  
Charleville Golf Club  
Charleville Memorial Clubs Association Inc  
Quilpie Club Inc  
St George Memorial Club  
Calliope Country Club Ltd  
Gladstone & District Leagues Club  
Gladstone Golf Club Inc  
Port Curtis Sailing Club Inc  
Yaralla Sports Club Inc.  
Rockhampton & District Masonic Club  
Rockhampton Golf Club Inc

## COMPANY

Rockhampton Leagues Club Ltd.  
Southside United Sports Club  
Brothers Leagues Club Capricorn  
Capricorn Country Club Inc  
Frenchville Sports Club Ltd  
North Rockhampton Bowls Club  
Emu Park Bowls Club  
Keppel Bay Sailing Club  
Yeppoon Golf Club Inc  
Tieri Golf Club Inc  
Emu Park Golf Club Inc  
Biloela Anzac Memorial Club  
Blackwater Country Club  
Blackwater Mineworkers' Club Inc  
Moura Memorial Club  
Emerald Bowls Club Ltd  
Emerald Golf Club Inc  
Emerald Jockey Club  
Emerald Memorial Club  
Emerald Sporting & Community Club Inc (QRI)  
Clermont & District Services Club  
Clermont Club Inc  
Barcaldine Club Inc  
Longreach RSL Memorial Services Club  
Winton Bowls Club Inc  
Winton Sub-Branch RSL Services  
Sarina & District Services Club  
Sarina Surf Life Saving Supporters Club  
Harrup Park Country Club  
Mackay & District Buffalo Memorial Club  
Mackay Golf Club Inc  
Mackay Northern Beaches Bowls Club  
Mackay RSL & Citizens Club Inc  
Mackay Yacht Club Inc  
North Mackay Bowls Club Inc  
Northern Subs Leagues Club (Mackay)  
Southern Subs Football Club (Mackay)  
Magpies Sporting Club Ltd  
Seaforth Bowls Club Inc  
The Glenden Town Club Ltd  
Moranbah Bowls Club  
Moranbah Golf Club  
Moranbah Workers Club Inc  
Dysart Bowls Club Inc  
Dysart Golf Club Inc  
Pioneer Valley Golf Club  
Middlemount Bowls Club  
Middlemount Golf Club  
Proserpine Ex-Services Club  
Whitsunday Sailing Club  
Collinsville Bowling Club  
Collinsville Golf Club Inc  
Bowen Bowls Club Inc  
Bowen Memorial Club Inc  
North Qld Cruising Yacht Club  
Ayr Anzac Memorial Club  
Clare Sports & Recreation Club Inc  
Brothers Leagues Club Townsville  
Cowboys Leagues Club Ltd

COMPANY

Cutheringa Bowls Club  
Rowes Bay Golf Club Inc  
South Townsville Bowls Club  
Townsville Motor Boat & Yacht Club Ltd  
Townsville Golf Club Inc  
Cardwell Country Club  
Thuringowa City Bowls Club Inc  
Magnetic Island Country Club  
Charters Towers Civic Club Inc  
Charters Towers RSL Club  
Julia Creek Town & Country Club Inc  
Carpentaria Buffalo Club Inc  
Mount Isa Golf Club Inc  
Mount Isa RSL Sub-Branch Memorial Club Inc  
Mount Isa Irish Assoc  
Town Leagues Club Inc  
Herbert River RSL Club Inc  
Tully Country Club Ltd  
Tully RSL Ex-Serviceman & Citizens Club  
El Arish Country Club Inc  
Brothers Leagues Club Innisfail  
Innisfail RSL Memorial Club  
Babinda Bowls Club Inc  
Gordonvale Golf Club  
Fretwell Park Sporting Assoc Ltd  
Cairns Cruising Yacht Squadron  
Cairns Dist Junior Leagues Club  
Cairns Game Fishing Club Ltd  
Cairns Golf Club  
Cairns RSL Club Ltd  
Cairns Yacht Club  
Edge Hill Memorial Bowls Club  
West Cairns Bowls Club  
Brothers Leagues Club Cairns  
Mossman Golf Club Inc  
Mossman Memorial Bowls Club Inc  
Carpentaria Golf Club  
Weipa Bowls Club  
Half Moon Bay Golf Club  
Cairns SLS Supporters Club Inc  
Mareeba Leagues Club  
Mareeba RSLA Services Club  
Atherton RSL Sport & Recreation Club Inc  
Atherton Golf Club Inc  
Atherton International Club  
Malanda RSL & Citizens Memorial Club

Dated 15 July 2003.

By the Commission,  
[L.S.] E. EWALD,  
Industrial Registrar.

Operative Date: 15 September 2003