

CITATION: *Clubs Etc. Employees' Award - South East Queensland 2003*  
*Reprint of Award - 1 March 2011*  
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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**CLUBS ETC. EMPLOYEES' AWARD - SOUTH EAST QUEENSLAND 2003**

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Clubs Etc. Employees' Award - 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 Clubs Etc. Employees' Award - South East Queensland 2003 as at 1 January 2011.

Dated 1 March 2011.

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

**CLUBS ETC. EMPLOYEES' AWARD - SOUTH EAST QUEENSLAND 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Clubs Etc. Employees' Award - South East Queensland 2003.

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### **1.3 Definitions**

- 1.3.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.3.2 "Commission" means the Queensland Industrial Relations Commission.
- 1.3.3 "Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees.

### **1.4 Commencement date**

This Award shall take effect from 20 January 2003.

### **1.5 Coverage**

- 1.5.1 This Award shall apply to all employees for whom rates of pay are prescribed herein in clubs, sporting associations and at premises associated with the provision of services or amenities in relation to a sport or sporting recreation (including all such employees engaged in contract catering operations conducted by, or for, a club or sporting association) for club members and registered guests and to their employees in the South-Eastern Division of Queensland.
- 1.5.2 The Award does not apply to persons who are appointed in writing as managers or assistant managers and are engaged for the major portion of their working time in activities associated with the control of the club's operations including the engagement and termination of employees.
- 1.5.3 The South-Eastern Division of Queensland shall comprise the district 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, and all islands comprised in any State or Federal Electorate in the South-Eastern Division of Queensland.

### **1.6 Parties bound**

This Award is binding upon the employees as prescribed by clause 1.5 and their employers, and the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees 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 Consultation**

3.1.1 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 to each particular club. Measures raised by the employer, employees or the Union for consideration consistent with the objectives of clause 3.1.1(a) above shall be processed through the 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.

### **3.2 Grievance and dispute settling procedures**

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.

- 3.2.1 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.
- 3.2.2 If the grievance or dispute is not resolved under clause 3.2.1, 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.
- 3.2.3 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 3.2.5.
- 3.2.4 If the grievance or dispute is still unresolved after discussions listed in clause 3.2.2, the matter shall, in the case of a member of the 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 3.2.2 will not result in resolution of the dispute.
- If, after discussion between the parties, or their nominees mentioned in clause 3.2.4, 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 in to the Commission in accordance with the provisions of the Act.
- 3.2.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.2.7 The status quo existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.2.8 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.

3.2.9 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.

3.2.10 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 Contract of employment**

4.1.1 Every employee shall be advised in writing at the time of engagement whether they are full-time, part-time or casual, their rate of pay, classification and working hours. In the case of casual employees such notification need only be supplied at the initial engagement and when that employee's employment status changes (i.e. full-time weekly, part-time weekly or casual). Such written advice may be provided as per the *pro forma* letter in Schedule 'A' to this Award.

4.1.2 The provision of information provided to new employees as required by clause 4.1.1 in a written format other than that provided herein shall not constitute a breach of the Award.

### **4.2 Full-time employment**

Employees other than casual or part-time employees shall be deemed to be full-time employees and entitled to all the benefits provided by this Award.

### **4.3 Part-time employment**

4.3.1 A part-time employee is an employee who:

(a) is employed for not less than 12 hours per week and for not more than 38 hours per week; and

(b) shall not work for more than 5 days in any one week; and

(c) has reasonable predictably hours of work; and

(d) receives, on a proportionate basis, equivalent pay and conditions to those of full-time employees.

4.3.2 A part-time employee shall be paid at the rate of 1/38th of the weekly rate prescribed for the class of work performed plus an all purpose loading of 10 percent. The all purpose loading shall not apply to work on Saturday, Sunday, public holidays or overtime.

The 10 percent loading shall not apply where an employee, at the time of engagement, was engaged to work a set number of hours per week and works those set hours in accordance with clause 4.3.

4.3.3 Part-time employees shall work a minimum of 3 hours on any one day and a maximum of 10 hours on any one day. Part-time employees may work a broken shift provided that each period of work will be paid as a minimum of 2 hours.

4.3.4 A part-time employee who works in excess of the ordinary daily or weekly hours prescribed by the roster shall be entitled to be paid overtime in accordance with clause 6.4 (Overtime).

4.3.5 Part-time employees shall be entitled to receive *pro rata* entitlements to annual leave, sick leave, bereavement leave and long service leave in accordance with the provisions contained in this Award.

4.3.6 Where a part-time employee is normally rostered to work on a day on which a public holiday occurs and the employee is not required to work payment shall be made for the ordinary hours the employee would have worked on that day had it not been a public holiday.

4.3.7 Where an employee and the employer agree, part-time employment may be converted to full-time, and vice versa on a permanent basis or for a specified period of time. If such an employee transfers from full-time to part-time (or vice-versa) all accrued award and legislative entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

4.3.8 All provisions of this Award not expressly varied by clause 4.3 shall have application to part-time employees.

4.3.9 An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with this Award.

#### **4.4 Casual employment**

4.4.1 "Casual employee" means any employee engaged as such and who is employed by the hour and who works less than 38 hours per week.

4.4.2 Casual employees shall be paid one thirty-eighth of the weekly rate prescribed for the class of work that they are performing plus the following ordinary time loadings:

(a) 25 per cent for work performed between midnight Sunday and midnight Friday;

(b) 50 per cent for work performed between midnight Friday and midnight Saturday;

(c) 75 per cent for work performed between midnight Saturday and midnight Sunday;

(d) 150 per cent for work performed on public holidays.

4.4.3 The ordinary time rate for a casual employee is the relevant weekly classification rate divided by 38.

4.4.4 Casual employees shall be paid as for a minimum of 2 hours' work per engagement.

#### **4.4.5 Hours of work**

Except as hereinafter provided the ordinary working hours of casual employees shall not exceed 38 in any one week or 8 in any one day, except where there is mutual agreement for 10 hours to be worked. Hours may be worked on any 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.

#### **4.5 Apprentices and trainees**

Apprentices and trainees may be engaged under this Award in accordance with the Order - Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003. Wage rates for Wage Level 4 of this Award shall be used as the 100% rate for the purposes of calculating a percentage of the tradesperson's rate.

#### **4.6 Incidental and peripheral tasks**

4.6.1 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.

4.6.2 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).

4.6.3 Any direction issued by an employer pursuant to clauses and 4.6.1 and 4.6.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

#### **4.7 Mixed functions**

4.7.1 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 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:

Provided that 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 higher rate for 2 hours.

4.7.2 Where an employee is performing duties of a higher grade as part of a structured and accredited training program such employee shall receive the 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 clause 4.7.1 applies.

#### **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 as varied from time to time 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 any 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 3.2, 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;
- (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.

4.8.5 An employer shall not dismiss an employee or injure them in their employment on the grounds of refusal to dress in a manner which would cause that employee embarrassment.

#### **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 2 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 Annual leave shall not be used to provide the notice prescribed by clauses 4.9.2.(a) and (b).

#### 4.9.5 *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 alternative 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 effects 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 (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor 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 transmittor or any prior transmittor 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.

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

### **5.1 Career path progression and classification criteria**

#### *5.1.1 Career path progression*

The objective of clause 5.1 is to establish a generic framework of wages and conditions for new and existing employees based on the recognition of relevant industry skills and experience, responsibility and/or possession of qualifications.

Implicit in career path progression is the existence of a suitable vacancy to which the employee can be appointed or successfully apply for promotion and that progression is based on work performance rather than tenure.

As a matter of principle, the employer is committed to promotion on the basis of merit that is consistent with equal employment opportunity and affirmative action requirements.

Professional development is not compulsory and will be undertaken in either the employee's or employer's time depending on the circumstances. This is to promote a culture of learning in line with the employer's commitment to training that may utilise nationally accredited qualifications. Specific in-house training programmes that are compulsory, for example, induction training, food hygiene and handling for kitchen attendants and supervisors, and training for supervisors would be undertaken in the employer's time.

To progress to a higher classification level, an employee must be able to demonstrate a competent level of work performance for that classification level. Award classification levels may also be supplemented by employer performance management programmes outlined in staff induction manuals, staff handbooks or other like documents that shall be adhered to at all times.

#### *5.1.2 Classification criteria*

- (a) The employer shall determine an employee's classification relevant to a particular Wage Level in the Award through the following process:
  - (i) An analysis is to be undertaken to establish the requisite skills and responsibilities for each identified position, which may require a position description to be written for each position.
  - (ii) Each position is classified by reference to the classification criteria in accordance with clause 5.1.3.
  - (iii) Employees are notified in writing of their appointment to a position consistent with the requirements outlined in clause 4.1.
- (b) Classification criteria as outlined in clause 5.1.3 are guidelines to determine the appropriate classification level under the Award and consist of:
  - (i) relativities for each Wage Level;
  - (ii) isolated characteristics that should not be used to justify the classification of a position;
  - (iii) broad industry titles/callings, common industry-used titles and/or historical award classifications (i.e. a Translation Guide that refers to award classification titles across a number of hospitality awards);
  - (iv) indicative duties that represent where the majority of the employees' duties are located (i.e. it is not mandatory that an employee performs every duty in a Wage Level and where it is acknowledged that some duties are only relevant for certain sectors of the hospitality industry);
  - (v) indicative experience and/or qualifications; and
  - (vi) indicative levels of responsibility.
- (c) The characteristics nominated above are the principal guide to a classification to a particular Wage Level as they are designed to indicate the level of basic knowledge, comprehension of issues, procedures required, the level of autonomy, accountability, supervision or training involved with the position.

- (d) The characteristics of a Wage Level must be read as a whole to gain an understanding of the position and the performance requirement. Isolated characteristics should not be used to justify the classification of a position. The key issue to be analysed in properly classifying an employee is the level of initiative, responsibility/accountability, competency and skill that an employee is required to exercise in performing the employee's work within the parameters of the characteristics of the position.
- (e) The attributes and skills for each Wage Level are indicative of those required for each Wage Level. They are by no means an exhaustive list of the skills, attributes, duties or tasks included in each position within each Wage Level and employees may be expected to carry out additional duties or tasks as requested, which require skills that are not listed.
- (f) It should be noted that some typical duties/skills appear at one Wage Level only while others appear at more than one Wage Level. Because of this, the classification or re-classification of a position needs to be done by reference to the specific characteristics of the Wage Level. As an example, because an employee may be utilising a set of skills comprehended at a higher Wage Level than that which the employee has been appointed, the employee assumes the level of qualification, initiative, accountability and competence envisaged by the characteristics of the higher Wage Level irrespective of whether the employee holds formal qualifications specified for that higher Wage Level.
- (g) Payment for skills required in a particular position and used on a regular basis and not skills/qualifications possessed is an acknowledgement that some employees are over-qualified for the position they will be engaged in.
- (h) All employees will be required, in addition to their own tasks, to carry out tasks and responsibilities of employees at lower Wage Levels. All employees are required to observe the relevant legislative requirements as it applies to their position, for example the *Liquor Act 1992* and the *Gaming Machine Act 1991* (and the employer's interpretation of the Acts that may be outlined in the employer's policy and procedure manuals). The ability to provide excellent customer service, where the customer may be external or internal, underpins all Wage Levels.
- (i) Where it is established that a particular set of tasks or callings are not clearly classified in this Award, the parties to the Award will meet to discuss the appropriate Wage Level and pay rates. Any dispute arising from this shall be followed in accordance with clause 3.2.
- (j) It is recognised that the accreditation and recognition process associated with qualifications will change over time and that many employees may possess overseas or interstate qualifications. It is agreed that the parties to this Award may require assistance from external bodies such as the Department of Employment and Training and/or the relevant Industry Training Advisory Body and/or Centres of Excellence recognised within the *Training and Employment Act 2000* or its successor for assistance. Thereafter a simple exchange of letters between the major respondents to the Award shall form the base for classifying and recognising particular qualifications. This information may then be passed to the relevant enforcement agency, such as the Department of Industrial Relations:

Provided further that no employee shall be disadvantaged in their average ordinary earnings as the result of the introduction of this classification structure.

### 5.1.3 Classification levels and Award relativities

#### (a) Introductory - 78%

##### (i) Indicative experience and/or qualifications

The Introductory Wage Level shall apply to a new employee who enters the industry and who has not demonstrated the competency requirements of Wage Level 1 below.

An employee at this Wage Level will remain at this Wage Level for a maximum of 3 months while training is undertaken to allow the employee to progress to Wage Level 1:

Provided that an additional 3 months may be served at this level by mutual agreement between the employer and employee, and the Union where such employee is a Union member. Further, if any disagreement arises from the provision it shall be determined in accordance with the disputes settling clause 3.1.

(ii) Indicative level of responsibility

An employee at this Wage Level would require very regular supervision as they are a new entrant or generally have limited experience and:

- works under close direction using established routines, methods and procedures with little scope for deviating from these; and
- is not required to provide more than basic judgement and application of basic problem solving skills; and
- usually operates within a work team with very limited to no authority.

(b) Wage Level 1 - 82%

Wage Level 1 employees shall include the following classifications/callings or combination thereof:

- Food and Beverage Attendant Grade 1
- Kitchen Attendant Grade 1
- Kitchenhand
- Singlehand Cook
- House Attendant Grade 1

(i) Indicative duties

Wage Level 1 means an employee who is engaged in activities such as:

- setting, clearing and cleaning tables and areas of plates, glasses, ashtrays etc.;
- general cleaning duties within a kitchen, scullery or food preparation area, including the cleaning of cooking and general utensils and crockery used therein using chemicals commonly used in domestic applications;
- general cleaning using chemicals and equipment commonly used in a domestic application such as common cleaning agents, vacuum cleaners, polishers, cloth, mop, scouring or other similar products;
- assisting employees who are cooking or who are engaged on food and beverage activities not including service to customers;
- assembly and preparation of ingredients for cooking;
- handling, storing and distributing a variety of goods and hospitality products, including pantry items and linen;
- preparation of salad ingredients and/or distribution to a buffet bar, bistro or other food outlet;
- rubbish removal;
- laundry and/or linen duties which may include minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials;
- collection and delivery of guests personal dry cleaning and laundry, linen and associated material to and from accommodation areas; and
- parking guests vehicles.

(ii) Indicative experience and/or qualifications

- Progression towards an AQF 2 qualification relevant to the employer.

(iii) Indicative level of responsibility

An employee at this Wage Level would require regular supervision as they generally have limited experience and :

- works under close direction using established routines, methods and procedures with little scope for deviating from these; and
- is not required to provide more than basic judgement and application of basic problem solving skills; and
- usually operates within a work team with very limited authority.

(c) Wage Level 2 - 88%

Wage Level 2 employees shall include the following classifications/callings or combination thereof:

- Food and Beverage Attendant Grade 2
- Kitchen Attendant Grade 2
- House Attendant Grade 2
- Cook - Grade 1
- Leisure Attendant Grade 1

(i) Indicative duties

Wage Level 2 means an employee who is engaged in activities such as:

- selling, supplying, of a range of alcoholic and non-alcoholic beverages liquor store activities including the sale of specialised stock lines and/or takeaway liquor from a bottle shop or other liquor outlet consistent with the *Liquor Act 1992* and/or employer policy;
- undertaking general waiting duties of both food and/or beverages such as clearing of tables and restaurant equipment, taking orders, opening and distributing alcoholic and non-alcoholic beverages;
- assisting in the cellar;
- receiving and storing general and perishable goods;
- receipt of monies;
- operation of coin dispensing machine;
- payment of authorised jackpots, not requiring attendance at the device nor maintenance of detailed records;
- cooking of breakfasts, snacks and other basic meals and food items requiring regular supervision and limited experience including attending a snack bar;
- driving a passenger or courtesy vehicle including operation of devices to cater for wheelchairs;
- cleaning duties using specialised equipment and chemicals for more specialised purposes which for example may utilise specialist machinery or equipment which is multi-functional, uses pressure or operates at high speed and may require advanced training;
- attending a shop associated with the clubs' activities, for example a golf pro shop owned and operated by the club;
- undertaking routine repair work and maintenance not generally performed by a tradesperson;
- an employee engaged in activities such as internal promotions; set ups for functions, basic merchandising for promotional activities; door and other minor security duties, bingo or other leisure activities and ushering for shows including taking reservations, greeting and seating guests;
- acting as an assistant instructor or pool attendant including testing pools and spas, setting up equipment, distribution and care of equipment and the taking of bookings, powerboat observer; and
- assisting with the maintenance of dress standards and good order in the establishment.

(ii) Indicative experience and/or qualifications

- Possession of an AQF 2 qualification or completion of a Traineeship at AQF 2 relevant to the employer.

(iii) Indicative level of responsibility

An employee at this Wage Level would require general supervision and:

- receives general instructions usually covering the broader technical aspects of the work; and
- is subject to progress checks, but such checks are usually confined to ensuring in broad terms, satisfactory progress is being made; and
- has their assignments and work reviewed on completion; and
- although technically competent and well experienced, there may be occasions on which the employee will receive more detailed instructions; and
- usually operates in a work team but may have specified areas of autonomy to perform a range of allocated activities and functions.

(d) Wage Level 3 - 92.4%

Wage Level 3 employees shall include the following classifications/callings or combination thereof:

- Food and Beverage Attendant Grade 3
- Kitchen Attendant Grade 3
- House Attendant Grade 3
- Cook - Grade 2
- Leisure Attendant Grade 2

(i) Indicative duties

Wage Level 3 means an employee who is engaged in activities such as:

- mixing a range of sophisticated drinks, such as cocktails or other beverages that consist of a number of ingredients that requires specialised knowledge in their preparation and presentation;
- providing a specialist wine service, such as assisting with making wine selections, providing advice on the compatibility of different wines for menu items, developing wine lists, storing and handling wines and updating wine knowledge;
- full control of a cellar or liquor store or outlet including the receipt, delivery and recording of goods within such areas;
- cooking a range of meals requiring general supervision including a la carte cooking, grill cooking, deep frying and other cooking activities assigned by a higher level employee including setting up of an on-site kitchen;
- receipt of monies and cash handling;
- attending a wagering terminal (TAB, Keno) or similar electronic gaming terminal (poker machine), holding the appropriate license and who performs duties such as floor payouts, correction of minor gaming device faults and general machine maintenance;
- receiving, storing and distributing goods including the operation of mechanical lifting devices such as forklifts or other similar devices with possession of a recognised forklift licence;
- major repair of linen and/or clothing;
- dry cleaning;
- supervision of laundry services;
- taking/directing of classes, tours and leisure activities associated with sporting areas, health and fitness activities and swimming pools;
- timekeeping of staff, general security of keys and supervision of dress standard maintenance and good order in the establishment, and;
- supervising, training or co-ordination of employees of lower wage levels.

(ii) Indicative experience and/or qualifications

- Possession of an AQF 2 qualification or completion of a Traineeship at AQF 2 and progress towards an AQF 3 qualification relevant to the employer.

(iii) Indicative level of responsibility

An employee at this Wage Level would require general supervision and:

- receives general instructions usually covering the broader technical aspects of the work; and
- is subject to progress checks, but such checks are usually confined to ensuring in broad terms, satisfactory progress is being made; and
- has their assignments and work reviewed on completion; and
- although technically competent and well experienced, there may be occasions on which the employee will receive more detailed instructions; and
- usually operates in a work team but may have specified areas of autonomy to perform a range of allocated activities and functions.

(e) Wage Level 4 - 100%

Wage Level 4 employees shall include the following classifications/callings or combination thereof:

- Food and Beverage Attendant Grade 4
- Bread Baker, Butcher, Cook, Dry Cleaner, Pastrycook or other apprenticeship calling
- Commis Chef

- Cook - Grade 3
- Leisure Attendant Grade 3

(i) Indicative duties

Wage Level 4 means an employee who is engaged in activities such as:

- undertaking specialised waiting duties in a fine dining room or restaurant e.g. bookings/cashier or maitre'd;
- maintaining and rotating stock and stock balancing;
- engaged in a variety of trade level activities such as cooking, baking, butchering, pastrycooking and/or setting up of an on-site kitchen; and
- planning, co-ordinating and implementing leisure activities for guests and patrons and supervising other leisure attendants.

(ii) Indicative experience and/or qualifications

- Possession of an AQF 3 qualification or completion of an Apprenticeship or Traineeship at AQF 3 or equivalent (such as a City and Guilds qualification) or a qualification with an AQF Level 3 outcome or who possesses a Recognition Certificate issued in accordance with the provisions of the Vocational Education, Training and Employment Act 2000.

(iii) Indicative level of responsibility

An employee at this Wage Level would require limited supervision and:

- receives only limited instructions normally confined to a clear statement of objectives; and
- has their work measured in terms of the achievement of stated objectives; and
- is fully competent and very experienced in a technical sense and requires little guidance in the performance of work; and
- operates with autonomy either individually or within a work team; and
- leads or supervises a work team.

(f) Wage Level 5 - 110%

Wage Level 5 employees shall include the following classifications/callings or combination thereof:

- Cook - Grade 4
- Demi Chef
- Food and Beverage Supervisor

(i) Indicative duties

Wage Level 5 means an employee who is engaged in activities such as:

- being solely responsible for supervision, training and co-ordination of gaming staff and/or food and/or beverage staff and/or house attendant employees and/or other cooks or kitchen employees in a single kitchen establishment where no Wage Level 4 or above cooks are employed.

(ii) Indicative experience and/or qualifications

- Possession of an AQF 3 qualification or completion of an apprenticeship or traineeship at AQF 3 or equivalent (such as a City and Guilds qualification) or a qualification with an AQF Level 3 outcome or who possesses a Recognition Certificate issued in accordance with the provisions of the Vocational Education, Training and Employment Act 2000 and has progress towards an AQF 4 qualification or higher relevant to the employer.
- Possession of units of competence/modules in a qualification or course of instruction in disciplines such as:
  - supervision; and/or
  - front line management; and/or

- leadership.

(iii) Indicative level of responsibility

An employee at this Wage Level would require remote supervision and:

- demonstrates understanding of a broad knowledge base incorporating some theoretical concepts;
- applies solutions to a defined range of unpredictable problems; and
- identifies, analyses and evaluates information from a variety of sources; and
- identifies and applies skills and knowledge to a variety of contexts with some depth in some areas; and
- takes responsibility for their own outputs in relation to specified human resource standards; and
- provides 'hands on' supervisory direction for a work team usually on site.

(g) Wage Level 6 - 115%

Wage Level 6 employees shall include the following classifications/callings or combination thereof:

- Cook Grade 5 - Head Chef
- Chef de Partie

(i) Indicative duties

Wage Level 6 means an employee who is engaged in activities such as:

- an employee that has general and specialised duties including supervision or training of other kitchen staff, ordering and stock control;
- solely responsible for other cooks and other kitchen employees in the kitchens.

(ii) Indicative experience and/or qualifications

- Possession of an AQF 4 qualification or higher relevant to the employer.

(iii) Indicative level of responsibility

An employee at this Wage Level would require remote supervision and:

- demonstrates understanding of a broad knowledge base incorporating some theoretical concepts;
- applies solutions to a defined range of unpredictable problems;
- identifies, analyses and evaluates information from a variety of sources;
- identifies and applies skill and knowledge to a variety of contexts with some depth in some areas;
- takes responsibility for their own outputs in relation to specified human resource standards; and
- provides 'hands on' supervisory direction for a work team usually on site.

## 5.2 Wage rates

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

Level and Classification	Rate Per Week
Introductory Level	\$ 588.20
Level 1	
Food and Beverage Gr 1	
Kitchen Att Gr 1	
Persons not otherwise provided for	604.90
Level 2	
Breakfast Cook Gr 1	
Kitchen Att Gr 2	
Storeperson Gr 1	
Doorperson/Security Officer Gr 1	630.00
Level 3	
Machine Operator	

Level and Classification	Rate Per Week
Bar Attendant	\$ 648.30
Level 4 Qualified Cook	682.00
Level 5 Food and Beverage Supervisor Demi Chef	723.70
Level 6 Chef de Partie	742.60

The relativities for the new classification structure are as follows:

Level	%	Food and Beverage	Kitchen	Cook	Leisure Activities	House Attendant
Introductory	78					
1	82	1	1	1		1
2	88	2	2	2	1	2
3	92.4	3	3	3	2	3
4	100	4		4	3	
5	110	5		5		
6	115			6		

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..

### 5.3 Juniors

5.3.1 The minimum weekly rate of wages payable to junior employees in clubs shall be calculated as follows:

	Percentage of minimum adult rate
	%
Under 18 years of age	65
18 and under 19	75

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

Any junior employed on duties involving the sale and distribution of alcohol (excluding employees principally engaged on waiting duties) shall be paid the adult rate prescribed in clause 5.2.1 for the work performed.

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

5.3.3 *Cooking* - No junior, other than an apprentice, shall be employed on cooking duties.

5.3.4 Birth Certificate - An employer may at any time demand the production of a birth certificate or other satisfactory evidence for the purpose of ascertaining the correct age of a junior employee. If such a certificate is required, the cost of obtaining it shall be met by the employer.

### 5.4 Allowances

5.4.1 Late work rates - All ordinary time worked by employees, between 8.00 p.m. and 12.00 midnight, Monday to Friday inclusive, shall be paid for at the rate of \$1.516 per hour extra, with a minimum payment of \$2.29.

5.4.2 All ordinary time worked between 12.00 midnight and 6.00 a.m., Monday to Friday inclusive, shall be paid for at the rate of \$2.4285 per hour extra.

5.4.3 Freezing room or cool chambers allowance

Employees shall be entitled to an allowance in accordance with clause 10.4.

5.4.4 Laundry allowance

Employees shall be entitled to an allowance in accordance with clause 10.8.

## **5.5 Payment of wages**

5.5.1 Except upon the termination of employment, all wages including overtime, shall be paid on any day other than Friday, Saturday or Sunday in each week or fortnight. 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.

5.5.2 By agreement between the employer and the employee, wages shall be paid weekly or fortnightly by one of the following means:

(a) cash;

(b) cheque; or

(c) payment directly into an employee's bank account without cost to the employee.

5.5.3 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 he or she is kept waiting.

5.5.4 Notwithstanding the provisions of s. 393(6) of the Act, when an engagement is terminated, all monies due to an employee shall be paid within one hour of such termination unless otherwise agreed:

Provided that where an employee is summarily dismissed or leaves his or her employment without giving the prescribed notice, such employee shall be entitled to collect all monies due as soon as practicable and, in any event, not later than one hour after bank opening time on the next normal bank trading day.

5.5.5 An employer must not deduct any sum from the wages or income of an employee in respect of breakages or cashing underings except in the case of wilful misconduct and/or gross negligence or where the employee demonstrates a consistent pattern of underings over a reasonable period of time.

## **5.6 Superannuation**

5.6.1 The subject of Superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 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 CLUB SUPER regularly at least once each calendar month or in accordance with the requirements of the approved Fund's Trust Deed.

5.6.3 Such contributions shall be based upon the employee's ordinary time earnings as defined in clause 5.6.6.

5.6.4 "Eligible permanent full-time and/or part-time employee" means an employee who was employed by an employer on a permanent full-time or part-time basis at 1 January 1989 and an employee employed by an employer on a permanent full-time or part-time basis subsequent to 1 January 1989.

5.6.5 "Eligible casual employee" means an employee employed by an employer on a casual basis from the date of employment or 1 January 1989, whichever is the later, subject to the completion of 4 weeks consecutive employment.

5.6.6 "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 payment and in respect of a casual employee shall include any casual loading and late shift penalties as prescribed by this Award but in all cases not including any 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 Unless otherwise provided in this Award the ordinary hours of work shall be an average of 38 hours per week to be worked as follows:

- (a) 152 hours per each 4 week period; or
- (b) 160 hours per each 4 week period, with a paid day off banked per period up to a maximum of 10; or
- (c) a combination of both (a) and (b) in any one establishment.

#### *6.1.2 Implementation*

Roster cycles shall be by agreement between the employer and the majority of employees subject to the particular needs of the establishment and the following condition:

- (a) Ordinary hours are to be worked within a minimum of 6 hours and a maximum of 10 hours per day and shall be exclusive of meal breaks subject to clause 6.2. Where employees are rostered to work 4 consecutive shifts of 10 hours per day, such employees shall not be rostered for work on more than 4 consecutive days of 10 hours without a break of at least 48 hours.
- (b) Employees rostered to work shifts of 9 or more ordinary hours in a 4 week period shall be entitled to at least 9 full days off per 4 week period:

Provided that sufficient hours shall have been accrued to entitle the employee to the rostered day off:

Provided further that at least 8 days off will be allowed in any other case.

- (c) No employee shall be rostered to work for more than 10 successive days without a day off.

#### *6.1.3 Spread of hours*

Where broken shifts are worked the spread of hours shall not exceed the ordinary hours of an individual employee by more than 4 hours, not including meal breaks:

Provided that in no case shall the spread of ordinary hours for an employee exceed twelve hours per day.

#### *6.1.4 Banking of rostered days off*

Banked rostered days off shall be taken within 6 calendar months, from the date on which the first rostered day off becomes due. An employee and employer may agree in writing to defer having such accrued rostered off days not taken for a further period of 6 months but not longer.

### **6.2 Breaks**

#### *6.2.1 Meal breaks*

Except as hereinafter 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 6 hours without a meal break except where overtime of one and a-half hour's duration or less is being worked immediately following an employee's ordinary ceasing time.

Where an employee is required to work through the employee's normal meal break, the employee 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) All employees shall be entitled to a rest pause of 10 minutes' duration in the employer's time as follows.
- (b) Part-time and 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 in the employer's time.
- (d) 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.
- (e) Notwithstanding the provisions of clauses 6.2.2(a) and (b) where the employer and employee agree, the rest pauses may be combined so that the employee has one rest pause of twenty minutes duration.

### 6.3 **Rosters**

- 6.3.1 A roster for all employees showing normal starting and finishing time and the surname and initial of each employee shall be prepared by the employer and shall be posted in a place accessible to the employee concerned. The roster shall be alterable by mutual consent at any time or in the case of full-time and part-time employees (who work for a specific number of hours pursuant to clause 4.3), by amendment with 7 days notice. The 7 days notice shall not apply to casual employees. Where practicable, 2 weeks notice of rostered days off shall be given.
- 6.3.2 The roster for all employees shall provide a minimum of 10 hours break between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day.

### 6.4 **Overtime**

- 6.4.1 All time worked outside, or in excess of the ordinary hours of work prescribed by this Award, or outside of an employee's usual commencing and ceasing times, shall be deemed to be overtime and shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter:

Provided that for the purposes of computing such overtime payments, each day shall be exclusive of the preceding and succeeding days except where an employee continues working overtime past midnight whereupon all such time worked subsequent to midnight shall be deemed to be work performed on the previous day:

Provided further that in the computation of such overtime payments, any part of half an hour that is worked on any one day shall be paid for as a full half-hour.

- 6.4.2 All time worked on an employee's 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 one and a-half hours beyond his or her ordinary ceasing time shall be entitled to a paid crib break of thirty minutes after the first hour so worked and shall be provided with an adequate meal by his or her employer or paid an amount of \$12.10 in lieu:

Provided that where an employee has provided himself or herself with a meal because of receipt of notice to work overtime and such overtime is not worked, he or she shall be paid \$12.10 for any meal so provided.

- 6.4.4 Notwithstanding 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:

Provided that outstanding accrued overtime shall be paid at the appropriate rate in full at the time of termination for any reason, by either party.

- 6.4.5 All overtime worked by employees on Sunday shall be paid at the rate of double time.

### 6.5 **Weekend work**

Except as hereinafter provided, all time worked by employees, other than casuals, within their ordinary working hours, as prescribed herein between midnight Friday and midnight Saturday, shall be paid for at the rate of time and a-quarter, and time worked between midnight Saturday and midnight Sunday shall be paid for at the rate of time and three-quarters:

Provided that those employees who were in receipt of time and a-half for all ordinary time worked on Saturdays and double time for all ordinary time worked on Sundays under clause 10(1) of the Clubs Etc. Employees Award 1989 prior to 7 April, 1997, will have their hourly remuneration frozen at the pre-7 April, 1997, monetary level until such time as the current wage and penalty rates exceed this amount.

## **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 an annual leave on full pay as follows:

- (a) Not less than 5 weeks if employed on shift work where 3 shifts per day are worked over a period of 7 days per week; and
- (b) Not less than 4 weeks in any other case.

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 7.1.6) 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 Notwithstanding the provisions of s. 393(6) of the Act, 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 to them, their pay, calculated in accordance with clause 7.1.6, for 4 or 5 weeks as the case may be and also their ordinary pay for any public holiday occurring during such period of 4 or 5 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, an amount equal to one-ninth of their pay for the period of their employment if they are an employee to whom clause 7.1.1(a) applies, and one-twelfth of their pay for the period of their employment if they are an employee to whom clause 7.1.1(b) applies, calculated in accordance with clause 7.1.6.

7.1.5 Unless the employer and employee otherwise agree, the employer shall give the employee at least 14 days' notice of the date from which such employee's annual leave shall be taken and vice versa.

#### *7.1.6 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) *Shift workers* - Subject to clause 7.1.6(c), the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.
- (b) *All employees* - Subject to the provisions of clause 7.1.6(d), 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 this Award for the period of the annual leave (excluding shift premiums and weekend penalty rates);
  - (ii) A further amount calculated at the rate of seventeen and one-half percent of the amounts referred to in

clauses 7.1.6(a).

(c) Clause 7.1.6(b) does not apply to any period or periods of annual leave:

(i) exceeding 5 weeks in the case of employees employed in a classification where 3 shifts per day are worked over a period of 7 days per week; and

(ii) exceeding 4 weeks in any other case.

(c) Clause 7.1.6(b) does not apply to employers (where their employees) who are already paying (or receiving) an annual leave bonus, casual loading or other annual leave payment which is not less favourable to employees.

## **7.2 Sick leave**

### *7.2.1 Entitlement*

(a) Every employee, except casuals and school-based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with their employer:

Provided that part-time employees accrue sick leave on a proportional basis.

(b) This entitlement will accrue at the rate of 7.6 hours' sick leave for each 6 weeks of employment.

(c) Payment for sick leave will be made based on the number of hours which would have been worked by the employee 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.

### *7.2.2 Employee must give notice*

The payment of sick leave is subject to the employee promptly advising their employer of their illness and the expected duration of their absence.

### *7.2.3 Evidence supporting a claim*

(a) 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.

(b) Where an employee has a proven record of recurring absences on sick leave the employer shall, 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 six (6) months thereafter.

### *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;

(b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months;

(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 entitlement while absent from work on paid leave granted by the employer.

### 7.2.5 *Worker's compensation*

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

## **7.3 Family leave**

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

It is to be noted that:

7.3.1 Part-time work can be performed by agreement in the circumstances specified in the Family Leave Award.

7.3.2 A copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

7.3.3 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.

## **7.4 Bereavement leave**

7.4.1 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.

7.4.2 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 1 year immediately before the employee seeks to access an entitlement under clause 7.4.2.

7.4.3 The term "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.

7.4.4 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.

## **7.5 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.

## **7.6 Public holidays**

7.6.1 Subject to clause 7.6.11 all work done by any employee on:

- the 1st of January;

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

shall 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 shall be entitled to be paid a full day's wages 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 shall be paid a full day's wage for that day and in addition a payment for the time actually worked at one and a-half times the ordinary rate 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 shall be paid for at the rate of double time and a-half with a minimum of 4 hours.

#### 7.6.4 *Annual show when holiday not appointed*

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.

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

For the purposes of this provision, where the rate of wages is a weekly rate, "double time and a-half" means one and one-half day's wages in addition to the prescribed weekly rate, or pro rata if there is more or less than a day.

#### 7.6.6 *Extra payment for work outside certain hours*

All time worked on any of the above holidays outside the ordinary starting and ceasing times prescribed by this Award for the day of the week on which such holidays fall shall be paid for at double the rate prescribed by this Award for such time when worked outside the ordinary starting and ceasing times on an ordinary working day.

#### 7.6.7 *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).

#### 7.6.8 *Holidays In Lieu -*

Should any of the holidays mentioned in clauses 7.6.1 and 7.6.2 fall on a day that a part-time or full-time employee is rostered off duty, such employee shall, in lieu of such holiday, be entitled to either -

- (a) payment of additional hours pay; or
- (b) be granted additional hours off; or
- (c) have additional hours added to the employee's annual leave entitlement.

Additional hours shall mean the average number of ordinary hours worked per day over the employee's most recently completed roster cycle as per clause 6.3:

Provided that in the case of an employee who has yet to complete a roster cycle, the average hours will be calculated based on the ordinary hours already worked in accordance with the employee's current roster cycle:

Provided further that in no instance will an employee be entitled to more than 7.6 hours' credit for each holiday.

#### *7.6.9 Alternative pay arrangements*

Notwithstanding the provisions of clause 7.6, by agreement in writing between the employer and the employee, ordinary hours worked by full-time and part-time employees may be paid at the rate of time and a-half for time worked on a public holiday and the employee shall receive either time off with pay equivalent to the time worked, or have an equivalent amount of time added to that employee's annual leave. Where equivalent time off with pay is taken, such time shall be taken at a mutually agreeable time within 28 days of its accrual. Outstanding accrued time shall be paid in full at the time of termination, for any reason by either party.

### **7.7 Jury service**

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.

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.

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.

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.

"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 expenses**

When an employee is engaged by or on behalf of an employer to work outside of the town in which the employee is engaged, the employer shall refunded any travelling expenses incurred by the employee.

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

### **9.1 Training program**

9.1.1 Following 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 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

- 9.1.3 (a) 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.

- (b) 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.

- (c) Where training is undertaken as prescribed in clause 9.1.3 above, travel costs incurred by an employee undertaking training in accordance with clause 9.1 which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.

- 9.1.4 Training as prescribed in clause 9.1.3 conducted "off the job" and outside of ordinary hours shall be paid at the ordinary rate of pay where such training is structured and accredited training leading to the award of a certificate.

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

### **10.1 Uniforms**

Where employees are required to wear a uniform, except as herein provided, 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 \$6.20 per week, or in the case of casual or part-time employees 1/5th of that allowance for each ordinary day worked.

### **10.2 First-aid**

In the enterprise suitable first aid cabinets shall be maintained in situations easily accessible from all places where employees are required to work and:

- convenient to running water;
- of dust-proof design;
- plainly marked "First-Aid"; and
- with the name of the person in charge of the cabinet shown on the outside of each cabinet; and shall contain not less than the supplies required by the relevant legislation, for such first-aid kits.

### **10.3 Dressing and meal rooms**

Employers shall provide reasonable accommodation for employees for dressing and consuming meals.

### **10.4 Freezing-room or cool chambers**

10.4.1 No employee employed in any classification under this Award shall be allowed to work in any freezer or cold room for a period exceeding one hour at any one time without being allowed a rest pause of 10 minutes to be counted as working time.

10.4.2 An allowance of \$1.766 shall be paid for each hour or part thereof so worked. For the purposes of clause 10.4.2 "part thereof" shall be defined as a period of 30 minutes or more.

### **10.5 Cash registers**

10.5.1 Any employee who is held accountable for moneys taken by them 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.

10.5.2 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.

## **10.6 Breakages**

An employer shall not charge a sum against nor deduct any sum from the wages of an employee in respect of breakages of crockery or other utensils except in the case of proven wilful misconduct in which case, the employer is authorised to deduct any such amount.

## **10.7 Board and accommodation**

10.7.1 If an employee is provided with meals and accommodation, the same shall be provided at the following cost:

\$50.40 per week for board of 3 meals per day per week and lodging.

10.7.2 Where arrangements are made between the employer and the employee for any employee living off the premises to purchase meals from his employer, the sum of \$2.00 may be deducted or charged as the cost of each such meal.

10.7.3 Where lodging is provided, such lodging shall be of the standard required by the appropriate Local Government regulations.

10.7.4 The food supplied to employees shall be of sufficient quantity, of good quality, and well cooked by a competent person.

## **10.8 Use of laundry**

Where board and residence are provided for employees, the employer shall permit any of the employees the use of the laundry to do the employee's washing, and shall supply each employee with necessary equipment and consumables for the employee to wash and iron the employee's clothes free of cost.

In establishments where there are no facilities for the employees to do their own laundry work, a sum of \$2.91 per week shall be paid to the employees.

## **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 officer's 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 weekly, 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 Union encouragement**

Clause 11.3 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of an organisation of employees that has the right to represent the industrial interests of the employees concerned.

#### *11.3.1 Documentation to be provided by employer*

At the point of engagement, an employer to whom this Award applies shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the employer in a place readily accessible by the employee.

The document provided by the employer shall also identify the existence of a Union encouragement clause in this Award.

#### *11.3.2 Union delegates*

Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.

The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

#### *11.3.3 Deduction of union fees*

Where arrangements can be entered into, employers are encouraged to provide facilities for the deduction and remittance of Union fees for employees who signify in writing to their employer, their desire to have such membership fees deducted from their wages.

### **11.4 Award posting**

Every employer shall cause a copy of this Award, together with notices of the starting and ceasing times of employees, to be posted up in a conspicuous place.

**11.5 Trade union training leave**

Accredited Union delegates and shop stewards shall be eligible for up to 5 days leave per year on ordinary time pay for the purpose of attending a course conducted by or with the approval of the relevant Union:

Provided that in establishments that employ less than 60 persons the total quantum of leave available shall not exceed 12 days per annum, to be divided equally between representatives of the Unions concerned.

This leave shall not adversely affect continuity of employment for any purpose.

Union delegates and shop stewards wishing to avail themselves of this leave shall inform their employer at least 4 weeks, prior to the commencement of the course.

**SCHEDULE A - Letter of Appointment**

Schedule A to this Award is a suggested pro-forma letter which must be provided to all employees, upon engagement consistent with clause 4.1 of this Award. The employer must complete the details required, provide any other employer-specific requirement and sign the letter along with the employee. The letter should be provided on the employer's letterhead. In the case of casual employees such notification need only be supplied at the initial engagement and when that employee's employment status changes. An employer shall not be in breach of the Award if an alternate letter of appointment is used. The provision of information as required by clause 4.1.1 in a written format other than that provided herein shall not constitute a breach of the Award.

(Insert Employer Name, address and letterhead)

(Insert Employee's Name and Address)

Employee Details	
Date of Birth	
Contact Phone/s	
Tax File Number	
Bank	
BSB	
Emergency Contact Person	
Family Doctor	
Reports to:	
Issued with keys (yes/no)	
Issued with security codes (yes/no)	

Property Issued e.g. uniforms, tools etc.	
Work-related Training Undertaken at Commencement	
Induction Manual/ Policies etc (yes/no)	

You have been engaged in accordance with the terms and conditions of the Clubs Etc. Employees' Award - South East Queensland 2003. Clause 11.3 of the Award encourages you to join and maintain financial membership of the Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees.

**NATURE OF EMPLOYMENT**

Salaried, full-time, part-time or casual? (please circle)	Salaried Full-time Part-time Casual Partial Exemption - Level A Partial Exemption - Level B
What Wage Level is the employee assigned to perform? (e.g. Wage Level 2)* See Note 1 below	

**CONDITIONS OF EMPLOYMENT**

What are the likely number and likely pattern of hours required?* See Note 2 below (e.g. 24 hours per week with 8 hours on Monday, Tuesday and Wednesday)	
What are the hours to be worked?	
What days of the week will be worked?	
What are commencing and ceasing times?	
When are rosters most commonly set?	
A. What is the base ordinary rate of pay (including any overaward payment or partial exemption loading if applicable)?	A = \$..... per hour
B. (For casual employees) What is the amount of casual loading to be paid? (B = 23% of A)	B = 23% of A = \$..... per hour
C. What is the total casual rate? ( A + B = C)	C = A + B = \$..... per hour
D. * See Note 3 below	
Your engagement as a casual employee could be terminated for any, one, or all of the following reasons. Provided that nothing may prevent your employment being terminated for a reason that is not listed here. *See Note 4 below.	Shortage of Work, Redundancy, Unsatisfactory Performance/Conduct, Conversion to Permanent Employment  Any other reason - List Below

*Note 1:* Weekly employees may work at different Wage Levels under the two or more classes of work concept and casuals may also be engaged on work at various Wage Levels requiring different skills, responsibilities and rates of pay.

*Note 2:* It is accepted that for full-time employees, hours of work may change according to a roster or by mutual agreement and for part-time and for casual employees in particular, work may be on an "as required basis" in which case the starting and ceasing times or hours of work could vary. Where the starting and ceasing times or hours of work could vary, it is acceptable to simply state "could vary as required, or by agreement".

*Note 3:* This information is a guide only, referring to the Wage Level or rate of pay that a casual employee was to receive at the time of the first engagement. It is accepted that rates of pay will vary if employees are engaged on different levels of work. There is no need to issue a casual with a separate employment contract every time their level of work (and possibly rate of pay) changes as required.

*Note 4:* If you are a casual employee you will be provided as much notice as possible if your employment is terminated provided that your employment may be terminated with the provision of one hour's notice or pay in lieu.

**Signed (Employer):** \_\_\_\_\_

**Signed (Employee):** \_\_\_\_\_

**Date:**

**SCHEDULE B - Application for Casual Conversion to Permanent**

(a) (i) This schedule only applies to a regular casual employee.

- (ii) A regular casual employee means a casual employee who is employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least twelve months.
- (b) A regular casual employee who has been engaged by a particular employer for at least twelve months, may elect (subject to the provisions of Schedule B) to have his or her contract of employment converted to full-time or regular part-time employment.
- (i) An employee who has averaged at least 38 hours per week over an agreed work cycle in the period of twelve months' casual employment may elect to have his or her employment converted to full-time employment.
- (ii) An employee who has averaged less than 38 hours per week over an agreed work cycle in the period of twelve months' casual employment may elect to have his or her employment converted to regular part-time employment as provided in clause 4.3.
- (iii) Where a regular casual employee seeks to convert to full-time or regular part-time employment, the employer may consent to the application, or may refuse the application, but only on reasonable grounds. In considering a request, the employer may have regard to any of the following factors:
- the size and needs of the workplace or enterprise;
  - the nature of the work the employee has been doing;
  - the qualifications, skills, and training of the employee;
  - the trading patterns of the workplace or enterprise (including cyclical and seasonal trading demand factors);
  - the employee's personal circumstances, including any family responsibilities; and
  - any other relevant matter.
- (c) Where it is agreed that a regular casual employee will have his or her employment converted to full-time or regular part-time employment as provided for in Schedule B, the employer and employee must discuss and agree upon:
- (i) to which form of employment the employee will convert - that is, full-time or regular part-time employment; and
- (ii) if it is agreed that the employee will become a regular part-time employee, the matters referred to in clause 4.3 of this Award.
- (d) Despite clause 4.4.2 of this Award, where a regular casual employee is engaged for a two hour minimum shift pursuant to clause 4.4.4 of this Award, the employer and employee may agree that the employee will convert to regular part-time employment as provided for in schedule B for a minimum of two consecutive hours on any shift. However, nothing in this clause requires an employer to convert a casual employee working two hour shifts to regular part-time employment.
- (e) The date from which the conversion will take effect is the commencement of the next pay cycle following such agreement being reached unless otherwise agreed.
- (f) Once a regular casual employee has converted to full-time or regular part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (g) An employee must not be engaged and/or re-engaged (which includes a refusal to re-engage) to avoid any obligation under this Award.
- (h) Nothing in Schedule B obliges a casual employee to convert to full-time or regular part-time employment, nor permits an employer to require a casual employee to so convert.
- (i) Nothing in Schedule B requires an employer to convert the employment of a regular casual employee to full-time or regular part-time employment if the employee has not worked for twelve months in a particular establishment in a particular classification stream.

- (j) Nothing in Schedule B requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or regular part-time employment.
- (k) Any dispute about a refusal of an election to convert a contract of employment or about the matters referred to in clause (b) of Schedule B must be dealt with in accordance with the provisions of clause 3.2 - Grievance and dispute settling procedure.
- (l) Eligible employees who convert their employment under the provisions of Schedule B may do so from 1 July 2005. Service with the same employer prior to 1 July 2005 will be taken into account for the purposes of any such election. Any dispute arising about the application of this Schedule B between the date of this amendment and 1 July 2005 may be referred to the Commission for resolution.

Dated 20 November 2002.

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

Operative Date: 20 January 2003