

SUMMARY OF SUBMISSIONS – Hospitality Industry (General) Award 2020

This submission summary document has been prepared by staff of the Fair Work Commission to assist with the Making Awards Easier to Use stream of the Modern Awards Review 2023-24.

Parties have been invited to advance any proposals to make modern awards easier to use while not reducing entitlements for award-covered employees.

This document been prepared to assist parties in consultation 5 dealing with the Hospitality Industry (General) Award 2020.

The summary document does not represent the concluded view of the Commission on any issue.

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Fair Work
Commission

AM2023/21 – Modern Awards Review 2023
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Glossary

ABI/BNSW	Australian Business Industrial (ABI) and Business NSW
ACCI	Australian Chamber of Commerce and Industry
ACTU	Australian Council of Trade Unions
AHA	Australian Hotels Association
Ai Group	Australian Industry Group
ARA	Australian Retailers Association
ASU	Australian Services Union
AWCC	Australian Workforce Compliance Council
BCA	Business Council of Australia
CCIWA	Chamber of Commerce and Industry WA
HSU	Health Services Union
MGA	Master Grocers Australia
NECA	National Electrical and Communications Association
NRA	National Retail Association
RAFFWU	Retail and Fast Food Workers Union
SDA	Shop, Distributive and Allied Employees' Association
UWU	United Workers Union

Submissions in reply key

Proposal is agreed

Proposal is
somewhat agreed

Proposal is opposed

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Party	CLAUSE	REF	THEIR REF	Issue	Proposal Summary	Submission in reply
AWCC	1.2	1.	3.2(a)(i) p13	Clause 1.2 - Title and commencement - AWCC Complexity due to multiple variations since 2010.	Proposal Summary: Simplify or consolidate variations for clarity.	N/A
AWCC	2	2.	3.2(a)(ii) p13	Clause 2 - Definitions - AWCC Overwhelming list of definitions.	Proposal Summary: Simplify or group related terms; provide clearer distinctions/examples.	N/A
AWCC	3	3.	3.2(a)(iii) p13	Clause 3- National Employment Standards - AWCC Ambiguity from cross-referencing to NES.	Proposal Summary: Clearly communicate the link between NES and the award.	N/A
AWCC	4	4.	3.2(a)(iv) p13	Clause 4 - Coverage - AWCC Extensive list of covered establishments is complex.	Proposal Summary: Simplify the list for better comprehension.	N/A
AWCC	5	5.	3.3(e) p18	Clause 5 - Individual flexibility arrangements - AWCC Lack of specific examples or guidelines. Absence of clear guidance around flexibility arrangements with respect to what should be a consideration for the assessment of whether the employee is better off overall with the individual flexibility arrangement in place.	<p>Proposal Summary: Provide specific examples and clarify the process. Language should be simplified for better readability. Award should provide additional guidance on assessing whether an employee is "better off overall" under the agreement.</p> <p>Proposed Wording:</p> <p>5.1 Despite anything else in this award, both the an employer and an individual employee can may agree to vary the application of the adjust certain terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:</p> <ul style="list-style-type: none"> (a) arrangements for w When work is performed; or (b) overtime rates; or (c) penalty rates; or (d) allowances; or (e) annual leave loading. <p>5.2 An The agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress pressure or threat.</p> <p>5.3 An Such agreements may can only be made after the individual employee has commenced employment with the employer.</p> <p>5.4 An If the employer who wishes wants to initiate propose the making of an agreement, they must:</p> <ul style="list-style-type: none"> (a) give Present the employee a written proposal to the employee; and (b) if the employer is aware that the employee has, or should reasonably be aware that the employee may have, If the employee has limited understanding of written English, take 	N/A

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					<p>reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal (including providing a translation in an appropriate language).</p> <p>5.5 An The agreement must result in ensure that the employee is being better off overall compared to the standard terms of the award when the agreement is at the time the agreement is made than if the agreement had not been made.</p> <p>5.6 An The agreement must include do all of the following:</p> <ul style="list-style-type: none"> (a) state the nNames of the employer and the employee; and (b) identify Tthe specific award term, or award terms, the application of which is to be varied being adjusted; and (c) set out how the application of the award term, or each award term, is varied How the specific award terms and/or their application is being adjusted; and (d) set out hHow the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and (e) The state the date when the agreement is to starts. (f) The employer is to ensure a conversation to determine if an employee is “better off overall” under the agreement, including expected hours of work and span of hours, overtime hours, reasonable expectation of overtime hours and conditions both before and after the agreement. The employer and employee should assess if the changes improve the employee’s situation overall, taking into account factors such as financial benefits, work-life balance, and job security. (g) The classification is to be agreed upon, specifically part time, full time or casual. For part time, hours are to be both written and agreed upon in the agreement. With casual, anticipated or expected hours to work acknowledging the nature of casual employment. (h) The determination for the financial component including salaries is also to comply with other legal instruments outside of this award including taxation and superannuation act. (i) If there is any uncertainty from the employer and/or employee, the employer should seek advice or clarification to ensure fairness and compliance. <p>5.7 An agreement must be:</p> <ul style="list-style-type: none"> (a) in writing; and 	

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					<p>(b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian must also sign.</p> <p>5.8 Except as provided for (b) in clause 5.7(b), an the agreement must does not require the need approval or consent of a person other than the employer and the employee anyone else.</p> <p>5.9 The employer must keep the agreement as a time and wages record and provide give a copy to the employee.</p> <p>5.10 The employer and the employee Both parties must genuinely agree to any changes, without duress or coercion feeling forced or threatened to any variation of an award provided for by an agreement.</p> <p>5.11 An agreement may be terminated:</p> <p>(a) at any time, by written agreement between the employer and the employee; or</p> <p>(b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).</p> <p>NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 of the Act then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the Act).</p> <p>5.12 An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.</p> <p>5.13 The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.</p>	
AWCC	6	6.	3.2(a)(vi) p13	Clause 6 - Requests for flexible working arrangements - AWCC Ambiguity from cross-referencing to NES.	Proposal Summary: Provide clear information within the context of the NES.	N/A
AWCC	7	7.	3.2(a)(vii) p13	Clause 7 - Facilitative provisions - AWCC Need for clearer understanding of facilitative provisions.	Proposal Summary: Simplify Table 1 for better accessibility.	N/A
AWCC	8	8.	3.2(a)(viii) p13	Clause 8 - Types of employment - AWCC Lack of clarity on benefits, rights, and obligations.	Proposal Summary: Simplify language; provide links to relevant sections.	N/A

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AWCC	8.2	9.	3.2(a)(ix) p14	Clause 8.2 - Terms of engagement - AWCC Consequences of not informing about terms need clarification.	Proposal Summary: Clarify the consequences.	N/A
AWCC	9	10.	3.2(a)(x) p14	Clause 9 - Full-time employees - AWCC Lack of information on flexible work arrangements	Proposal Summary: Explain options; provide a link to relevant clauses.	N/A
AWCC	10.1-10.6	11.	3.2(a)(xi) p14	Clause 10.1-10.6 - Part-time employees - AWCC Language should be simplified; clear communication on guaranteed hours.	Proposal Summary: Simplify language; emphasise clear communication.	N/A
AWCC	11	12.	3.2(a)(xii) p14	Clause 11 - Casual employees - AWCC Lack of information on rights and entitlements.	Proposal Summary: Provide a brief summary; link to relevant clauses.	N/A
AWCC	12	13.	3.2(a)(xiii) p14	Clause 12 - Apprentices - AWCC Lack of explicit information on apprentices' rights.	Proposal Summary: Elaborate on training, reimbursement, and conditions.	N/A
AWCC	13	14.	3.2(a)(xiv) p14	Clause 13 - Junior employees - AWCC Limited information on junior employees' rights.	Proposal Summary: Expand on pay rates, working hours, and restrictions.	N/A
AWCC	14	15.	3.2(a)(xv) p14	Clause 14 - Classifications - AWCC No guidance on the process and criteria for classification.	Proposal Summary: Introduce an overview or link to relevant sections.	N/A
AWCC	15	16.	3.2(a)(xvi) p14	Clause 15 - Ordinary hours of work and rostering arrangements - AWCC Lack of emphasis on work-life balance and flexibility along with definition of "remote location".	Proposal Summary: Include a brief section; link to relevant clauses and provide definition of a remote work location with examples.	N/A
AWCC	16	17.	3.2(a)(xvii) p14	Clause 16 - Breaks - AWCC No emphasis on employer's responsibility for evenly spreading breaks.	Proposal Summary: Emphasise employer's responsibility; provide details.	N/A
AWCC	17	18.	3.2(a)(xviii) p14	Clause 17 - Work organisation - AWCC Lack of specificity in competency determination.	Proposal Summary: Specify competency process; provide task allocation guidelines.	N/A

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AWCC	18	19.	3.2(a)(xix) p14	Clause 18 - Minimum rates - AWCC Clarification needed for adult rates, managerial staff, casino gaming classifications, and junior rates.	Proposal Summary: Clarify conditions affecting each category.	N/A	
AWCC	18	20.	3.2(a)(xx) p14	Clause 19 - Apprentice rates - AWCC Guidance needed on apprenticeship progression.	Proposal Summary: Keep tables updated; provide guidance.	N/A	
AWCC	20 and 21	21.	3.2(a)(xxi) p15	Clause 20 and 21 - Supported wage system and national training wage - AWCC Ensure accessibility, clarity, and timely updates.	Proposal Summary: Ensure accessibility; reflect changes appropriately.	N/A	
AWCC	22	22.	3.2(a)(xxii) p15	Clause 22 - Higher duties - AWCC Lack of clarity in higher duties determination.	Proposal Summary: Clarify the process; provide transparency.	N/A	
AWCC	23	23.	3.2(a)(xxiii) p15	Clause 23 - Payment of wages - AWCC Lack of clarity on pay records and payslip content.	Proposal Summary: Clearly outline the process.	N/A	
AWCC	24	24.	3.2(a)(xxiv) p15	Clause 24 - Annualised wage arrangements - AWCC Lack of clarity in terms and review process.	Proposal Summary: Clearly communicate terms; specify the review process.	N/A	
AWCC	30.10	25.	3.4 p22	Clause 30.10 - Cashing out of annual leave - AWCC Current clause permits cashing out of annual leave but lacks explicit guidance on the frequency and specific conditions governing this practice. Additionally, there's confusion about the interpretation of Time Off In Lieu (TOIL) as a type of leave that can be cashed out, especially since the award does not specify that employees should be paid for TOIL at the overtime rate, leading to a default payment at ordinary hours unless otherwise agreed.	Proposal Summary: Add guidance to the award on the practice of cashing out of annual leave. The proposal also aims to clarify issue of TOIL by suggesting that TOIL should be explicitly recognised as cashable leave that must be compensated at the overtime rate applicable at the time it was accrued, as per clause 28.5. By defining that TOIL must be compensated at the agreed overtime rate, the proposal seeks to eliminate potential disputes over payment rates and ensure that TOIL accruals are valued and treated correctly. Proposed Wording: 30.10 Cashing out of annual leave (a) <i>Paid annual leave must not be cashed out except in accordance with an agreement under clause 30.10(c).</i> (b) <i>Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 30.10(c).</i> (c) <i>An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.</i> (d) <i>An agreement under clause 30.10(c) must state:</i>	ABI/BNSW oppose – do not support insertion of “guidance” provision as duplicates preceding paragraphs and likely to complicate the award (para 3.36-3.37, p13-14)	

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					<ul style="list-style-type: none"> i. the amount of leave to be cashed out and the payment to be made to the employee for it; and ii. the date on which the payment is to be made, <i>ensuring clarity on the timeline for the transaction.</i> <p>(e) An agreement under clause 30.10(c) must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.</p> <p>(f) The payment <i>for cashed-out leave</i> must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.</p> <p>(g) An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.</p> <p>(h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.</p> <p>(i) The employer must keep a copy of any agreement under clause 30.10(c) as an employee record.</p> <p>(j) <i>Guidance:</i></p> <ul style="list-style-type: none"> i. Frequency and Conditions: <i>Cashing out of annual leave should only occur through a formal written agreement between the employer and the employee. Each instance of cashing out must be documented separately.</i> ii. Agreement Details: <i>The agreement must specify the amount of leave being cashed out and the corresponding payment, along with the date of payment. This ensures transparency and clarity for both parties.</i> iii. Minimum Payment: <i>The payment for cashed-out leave should be at least equivalent to what the employee would have received if they had taken the leave instead.</i> iv. Minimum Accrued Leave: <i>Employees must retain a minimum accrued entitlement to paid annual leave, ensuring they have at least 4 weeks of leave remaining after cashing out.</i> v. Maximum Amount: <i>There is a cap on the amount of annual leave that can be cashed out in a 12-month period, set at 2 weeks.</i> vi. Record-Keeping: <i>Employers are responsible for maintaining records of all agreements regarding cashing out of annual leave.</i> <p>NOTE 1: Under section 344 of the Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 30.10(c).</p> <p>NOTE 2: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 30.10.</p>	

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					<p><i>NOTE 3: An example of the type of agreement required by clause 30.10(c) is set out at Schedule H—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule H—Agreement to Cash Out Annual Leave.</i></p> <p><i>NOTE 4: As outlined in 28.5(k), upon termination of employment, time off for overtime worked by the employee to which clause 28 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.</i></p>	
CCIWA	Pay guide	26.	42-44 p8	General - Pay guide - CCIWA The Pay Guide lacks clarity and omits positions like Porters and Housekeeping staff.	Proposal Summary: Update the Pay Guide by providing a comprehensive listings of job titles within the hospitality sector, including common positions like Porters and Housekeeping staff to ensure accurate wage guidance.	N/A
CCIWA	11.2	27.	47 p9	Clause 11.2 - Casual employees capped max hours - CCIWA The 38-hour weekly cap on casual hours limits additional work opportunities for employees seeking more hours. Due to financial hardship, employees are increasingly seeking additional hours, but employers are unable to provide as these additional hours would then be classified as overtime.	Proposal Summary: Re-evaluate the hourly cap for casual employees to allow for additional hours and adjust overtime rates to encourage extra work without financial strain on businesses.	ABI/BNSW agree - anomalous clause, ban is not confined to ordinary hours. Constitutes significant departure from other award terms (para 7.29-7.31, p35)
CCIWA	24.2	28.	44 p9	Clause 24.2 - Annualised wage arrangements - CCIWA The process for calculating outer limits and annualised salaries is convoluted creating uncertainty and increasing compliance costs.	Proposal Summary: Simplify outer limits calculation methodology and provide clearer guidelines and examples. Develop an online calculator for annualised salaries to aid employers.	N/A
CCIWA	41.1	29.	49 p9	Clause 41.1 - Notice of termination by an employee - CCIWA Notice periods required from employees are considered inadequate relative to their length of employment.	Proposal Summary: Review and extend the notice periods required from employees based on employee tenure to ensure fairness and adequate preparation time for employment termination scenarios.	ABI/BNSW may not fall in scope of review (para 7.53, p39)
AHA	2	30.	1(a) p3	Clause 2 - Definition “appropriate level of training” - AHA Current definition is not fit for purpose having regard to the nature of the hospitality industry. This leads to confusion on the part of employees that have not completed an entire training program under the AQF.	Proposal Summary: Remove current definition for “appropriate level of training” from both Restaurant and Hospitality awards and rely on work value assessments for appropriate classification based on work performed and accessible profession in classification structure. Will require some consequential amendments to the classification structure at Schedule A, without disturbing classifications that require a trade qualification.	UWU oppose - definition is adequate and not requiring amendment (p19)

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					<p>Proposed Wording: The classification by the employer must be based on the characteristics that the employer requires the employee to have, and skills that the employer requires the employee to exercise, in order to carry out the principal functions of the employment</p> <p>Alternatively, replace the existing definition with the following:</p> <p>appropriate level of training, in relation to an employee other than a casino gaming employee, means that the employee:</p> <ul style="list-style-type: none"> (a) has completed an appropriate training program that meets the training and assessment requirements of a whole vocational qualification under the Australian Qualifications Framework (AQF); or (b) has been assessed by a qualified skills assessor as having skills at least equivalent to those attained in an appropriate training program; or (c) had been doing the work of a particular classification for a period of at least 3 months. <p>ABI/BNSW alternative proposal:</p> <ul style="list-style-type: none"> (a) has completed an appropriate training program that meets the training and assessment requirements of a qualification or one or more appropriate units of competency forming part of a training package; or (b) has been assessed by a qualified skills assessor as having skills at least equivalent to those attained in an appropriate training program; or (c) as at 30 June 2010, had been doing the work of a particular classification for a period of at least 3 months." 	<p>AWCC supports - generally supports efforts to redefine terms for better comprehension. It refers to its proposal to review definitions and classifications more holistically (across industries) (para 3.1, p13)</p> <p>ABI/BNSW oppose - paragraph (a) and (b) of the definition provide guidance, suggestion that (c) could be deleted (para 7.21-7.23, p33)</p>
AHA	2	31.	1(b) p4	<p>Clause 2 - Definition "liquor service employee" - AHA Current definition causes confusion for employers when applying the adult rate of pay for juniors working as liquor service employees.</p>	<p>Proposal Summary: Insert the below note under the definition for "liquor service employee" or at clause 13.5. Note is intended to be consistent with the Fair Work Ombudsman's guide on paying special rates for employees working around alcohol:</p> <p>NOTE: A person who performs the following is a 'liquor service employee' for the purposes of this Award:</p> <ul style="list-style-type: none"> ○ Sells alcohol to customers in a casino ○ Services alcohol to a seated customer in a restaurant ○ Pours alcoholic drinks for service ○ Takes an order for alcohol from a customer ○ Delivers alcohol (poured by bar staff) to a customer. 	<p>UWU agree to discuss (p20)</p> <p>AWCC generally supports efforts to redefine terms for better comprehension. It refers to its proposal to review definitions and classifications more holistically (across industries) (para 3.2, p13)</p> <p>ABI/BNSW opposed - definition is easily understood (para 7.24-7.25, p34)</p>
AHA	2	32.	1(c) p4		<p>Proposal Summary: Redraft definition using plain language to reduce complexity.</p>	<p>UWU oppose - definition is already clear (p19)</p>

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				<p>Clause 2 - Definition of “rostered day off” - AHA Current definition should be redrafted using plain language to reduce complexity and make it easier to understand.</p>	<p>Proposed Wording: <i>Rostered day off means a 24-hour period an employee is not required to work (a non-working day). It is distinct from an accrued day off or accrued time off in lieu.</i></p>	<p>AWCC generally supports efforts to redefine terms for better comprehension. It refers to its proposal to review definitions and classifications more holistically (across industries) (para 3.2, p13)</p> <p>ABI/BNSW opposed – while not generally opposed to introduction of definition, do not consider variation necessary to enhance usability (para 7.26-7.28, p34)</p>
AHA	10.7	33.	2 p5	<p>Clause 10.7 - Rostering days off for part-time employees - AHA Clause 10.7 constrains intended flexibility for averaging weekly hours across a roster cycle. Clause requires part-time employees to be rostered for two days off each week, which cannot be averaged over a longer period.</p>	<p>Proposal Summary: Amend clause to provide better balance struck between part-time safeguards and flexibility afforded to employer and employee.</p> <p>Proposed Wording: Amend clause 10.7(b) as follows: <i>must have 2 days off each week, or 4 days off averaged over each 2-week period.</i></p>	<p>AWCC's - view on the proposed AHA changes highlights that whilst flexibility is important, safeguards must be in place to protect the rights of part-time workers (para 3.2, p13)</p> <p>ABI/BNSW position to be advised (para 7.32, p35)</p> <p>UWU opposes - proposal may result in employees having only one rostered day off in a working week. Entitlement to two days off per week is important protection. Erodes entitlement and is beyond scope of review (p20)</p>
AHA	10.11 and 10.12	34.	2 p5	<p>Clause 10.11 and 10.12 - Change in circumstances that changes availability - AHA Part-time employment provisions are designed to maximise flexibility for both employee and employer; however, existing provisions constrain the intended flexibility in parts. Amendments will further incentivise employers to engage employees on part-time rather than casual basis.</p>	<p>Proposal Summary: Applying the modern award objective in s 134(1)(g) of the Act, clauses 10.11 and 10.12 can be consolidated and drafted in plain language.</p> <p>Proposed Wording: 10.11 Change in employee’s circumstances that changes their availability <i>a. If there is a genuine and ongoing change in an employee’s circumstances, they may request to alter the times they are available by written request to the employer.</i> <i>b. If the employer cannot reasonably accommodate the requested alteration, the previous agreement made under clause 10.4 will cease to apply and a new agreement must be made.</i></p>	<p>AWCC's view on the proposed AHA changes highlights that whilst flexibility is important, safeguards must be in place to protect the rights of part-time workers (para 3.2, p13)</p> <p>ABI/BNSW position to be advised but clause 10.12 should not be deleted (para 7.34-7.35, p36)</p>
AHA	13	35.	3 p6	<p>Clause 13 - Juniors - AHA Should adopt a single stream for junior employees will simplify the provisions for employees and employers alike.</p>	<p>Proposal Summary: Consolidate “junior office employees” and “other than junior office employees” into a single stream and adopt junior rates at clause 18.4(a) (minimum rates for “other than junior office employees”) as the predominate employment group in the hospitality industry.</p>	<p>UWU agree to discuss (p21)</p> <p>ABI/BNSW opposes - falls outside scope of review (para 7.16, p31)</p>

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Party	CLAUSE	REF	THEIR REF	Issue	Proposal Summary	Submission in reply
AHA	15	36.	4 p6	<p>Clause 15 - Ordinary hours of work and rostering arrangements - AHA Hours of work provisions are overly prescriptive and limit the flexibility that should be provided. In addition, AHA members are concerned with the limits on rostering full-time employees whose hours are not averaged over two or more weeks.</p>	<p>Proposed Summary: Proposed variation to delete clauses 15.1-16.5 and replace with the below draft clause. Adopting plain language will ensure these provisions are simpler and easier to understand, without altering the legal effect.</p> <p>Proposed Wording:</p> <p>15. Ordinary hours of work and rostering arrangements</p> <p>15.1 An arrangement for working ordinary hours must satisfy the following:</p> <ol style="list-style-type: none"> the minimum number of ordinary hours that may be worked by a full-time employee on any day is 6 (excluding meal breaks); and 3 for a part-time employee; and the maximum number of ordinary hours that may be worked on any day is 11.5 (excluding meal breaks); and the maximum spread of hours for an employee who works split shifts is 12; and no employee is to work more than 10 days in a row without a rostered day off; and an employee must have 8 full days off within a 4-week period. If the averaging arrangement referred to in clause 15.1(a) provides for 160 hours per 4- week period with an accrued day off, the pro-rata amount for credits accrued is 24 minutes pay for each 8-hour day worked. A maximum of 5 days can be banked at any time. <p>15.2 Catering in remote locations</p> <ol style="list-style-type: none"> Employers who provide catering services to clients in remote locations may agree, with a majority of employees, to schedule work over consecutive recurring cycles followed by consecutive non-working days. The maximum number of ordinary hours that may be worked during a cycle must not exceed 40 multiplied by the number of working and non-working weeks in the cycle. An employer who rosters an employee to work any time in excess of the total number of ordinary hours in an agreed schedule of work under clause 15.2(a) must pay the employee at the overtime rate for any time worked in excess of that total number. Wages may be paid according to the average number of hours per week in a roster cycle instead of the actual number of ordinary hours worked in a particular week of the cycle. An employee is not entitled to payment for non-working days other than accrued rostered days off. <p>15.4 Make-up time</p> <ol style="list-style-type: none"> The employer and the majority of employees at a workplace may agree to introduce an arrangement at the workplace under which an employee takes time off during the employee's ordinary hours of work and makes up that time later. 	<p>UWU oppose - reduces entitlements and is beyond scope of review (p20)</p> <p>AWCC supports AHA's efforts to simplify and clarify operational efficiency and compliance within the hospitality industry. It notes that employers will need robust systems to track employees' requests for specific scheduling arrangements and ensure compliance with agreed upon terms (para 3.6, p16)</p> <p>ABI/BNSW agree to discuss (para 7.48, p38)</p>

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					<p>b. If make-up time is worked at a time when penalty rates are applicable, the employer must pay the employee in accordance with Table 14 - Penalty rates for that time.</p> <p>15.5 Rosters</p> <p>a. The employer must prepare a roster showing for each full-time and part-time employee their name and the times at which they start and finish work.</p> <p>b. The roster must be easily accessible by employees, whether this be in a conspicuous place in the workplace or via electronic communication.</p> <p>c. The roster of an employee may be changed at any time by mutual agreement, including because of sickness or other cause over which the employer has no control, or by the employer giving the employee 7 days' notice of the change.</p>	
AHA	16	37.	5 p6	Clause 16 - Breaks - AHA Wording of provision should be more concise. Miscellaneous Award approach should be adopted plus entitlement to paid rest breaks.	<p>Proposal Summary: Replace clause 16 to meet the modern award objective to ensure a simple, easy to understand and sustainable modern award system.</p> <p>Proposed Wording:</p> <p>16. Breaks</p> <p>16.1 An employee must not be required to work for more than 5 hours without an unpaid meal break of at least 30 minutes.</p> <p>16.2 Employees are entitled to one 20-minute paid rest break for shifts longer than 8 hours, and two 20-minute paid rest breaks for shifts more than 10 hours.</p>	<p>UWU oppose - reduces entitlements (p21-22)</p> <p>ABI/BNSW agree - to replacing clause 16.1 and 16.2, however clarify that clauses 16.1-16.7 should not be deleted (para 7.50, p38)</p>
AHA	18.2	38.	6 p7	Clause 18.2 - Minimum rates - AHA Clause currently carries risk of unintentional wage underpayments caused by incorrect calculations.	<p>Proposal Summary: Include the minimum weekly and hourly rate of the Managerial Staff (Hotels) classification alongside the annual salary in clause 18.2 or to provide this detail by inserting a new line in the table provided in clause 18.1.</p> <p>ABI/BNSW Submission in Reply alternative proposal to include a note: NOTE 4: Schedule B—Summary of Hourly Rates of Pay contains a summary of hourly rates of pay including casual, overtime and penalty rates.</p>	<p>UWU agrees - variation would enhance usability by clarifying minimum rates (p22)</p> <p>ABI/BNSW oppose – clause is simple and easy to read. Alternative is to include a Note in clause 18.1 that directs attention to Schedule B (para 7.10-7.13, p30-31)</p>
AHA	19	39.	7 p7	Clause 19 - Apprentice rates - AHA References provisions that do not currently appear to be used and that are not reasonably likely to be used in the foreseeable future. Removal will simplify modern award for employees and employers.	<p>Proposal Summary: Remove any reference to waiting apprenticeships in award and delete any associated provisions which speak to a waiting trade, or to the commencement date of an adult apprentice (delete the “on or after 1 January 2014”).</p>	<p>UWU agree (p22)</p> <p>ABI/BNSW do not oppose – whether offered in Australia is question for evidence (para 7.2-7.3, p28)</p>

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Party	CLAUSE	REF	THEIR REF	Issue	Proposal Summary	Submission in reply
AHA	22	40.	8 p8	Clause 22 - Higher Duties - AHA Clause requires redrafting in plain language to make clear when higher duties would be payable. Duties of employees at Food and Beverage Attendant Levels 2 and 3 are sufficiently different to warrant removing their exclusion from payment for higher duties.	<p>Proposal Summary: Redraft clause 22 in plain language and lift the restriction of access to higher duties for employees in food and beverage attendant grades 2 and 3.</p> <p>Proposed Wording:</p> <p>22. Higher Duties</p> <p>22.1 An employee engaged in duties carrying a higher rate than their normal classification for two or more hours on one day must be paid the higher rate for that day. If for less than two hours, the employee must be paid the higher rate for the time so worked.</p> <p>22.2 An employee may be required to temporarily perform the duties of a lower classification without loss of pay.</p>	<p>UWU agree (p23)</p>
						<p>ABI/BNSW oppose - as clause stands is simple and easy to understand. Change introduces uncertainty (para 7.7-7.9, p29-30)</p>
AHA	23	41.	9 p8	Clause 23 - Payment of Wages - AHA Wording of clause is complex and should be simplified to ensure an easier to understand award without reduction in entitlement.	<p>Proposal Summary: Replace clause with wording provided in clause 16.1 of Miscellaneous Award.</p> <p>Proposed Wording: replace clauses 23.1–23.5 with the following:</p> <p><i>Payment of wages is dealt with in section 323 of the Act.</i></p>	<p>UWU oppose - removal of detail adds ambiguity to clause (p23)</p>
						<p>ABI/BNSW do not oppose - the provisions are not currently complex. Requires further consultation (para 7.4-7.6, p29)</p>
AHA	24	42.	10 p8	Clause 24 - Annualised wage arrangements - AHA There are increased administrative and regulatory burdens associated with compliance obligations deterring employers from introducing annualised wages. Is reasonable for annualised wage arrangements to apply to part-time employees. Also, the outer limits for rostering employees on	<p>Proposal Summary: Clause could be improved by re-drafting to align with the Fair Work Ombudsman’s guide to annualised wage arrangements in the hospitality and restaurant industries.</p> <p>Proposed Wording:</p> <p>1. Introduce annualised wage provisions for part-time employees by clarifying that the agreement made in clause 24.2(a) is an agreement between <u>an employer and a full-time or part-time employee</u> (with emphasis).</p>	<p>AWCC supports the positive steps to simplify compliance and ensure consistency with the modern awards objective. Recommends the Hospitality Industry (General) Award be reviewed together with related awards (e.g. the Restaurant Industry Award) as a significant number of employers are covered by more than one award (para 3.5, p15)</p>

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				annualised wage arrangements should exclude public holidays worked in a roster cycle.	<p>2. Substitute the term 'roster cycle' with 'averaging arrangements' in clause 24.</p> <p>3. Correct the drafting error in cl. 24.2(a) by substituting the reference to 'clause 24.2(a)(vi)' with 'clause 24.2(b)'.</p> <p>4. Correct the drafting error in cl. 24.2(a)(vi) to read 'clause 35.3(a)'.</p> <p>5. Regarding the 'outer limits' in clause 24.2(b):</p> <p>i. Amend subsection (i) to exclude hours worked between 7.00pm to midnight <u>and hours worked on a public holiday</u> (with emphasis); or in the alternate;</p> <p>ii. Extend the outer limits in subsection (i) to be an average of 26 ordinary hours which would attract a penalty rate under clause 29.2(a) of the award per week.</p> <p>6. Amend cl. 24.2(b)(ii) to read 'an average of 12 overtime hours per week', removing the superfluous 'in excess of ordinary hours' which is redundant once you have referred to the hours as overtime hours.</p> <p>7. Correct the drafting error in cl. 24.2(d)(iii) which refers to cl. 24.2(a)(vi) instead of cl. 24.2(b); to read 'the number of overtime and penalty rate hours that the employee may be required to work without being entitled to additional payment in excess of the annualised wage, in accordance with clause 24.2(b) and (c)'.</p> <p>8. Add to the end of cl. 24.3(b) (with emphasis) '<u>within 14 days of completing the reconciliation</u>'.</p> <p>9. Delete cl. 24.3(c) to reduce an unnecessary administrative task. The Fair Work Regulations 2009 set out the requirements for pay records that must be kept which will enable employers to complete the reconciliation. Employees have the right to access these records and receive payslips which reflect entitlements paid.</p> <p>10. If, however, clause 24.3(c) is to remain, insert a Note in cl. 24.3(c) to illustrate modes of compliance acceptable to meet the record keeping requirements. This Note could be developed in conjunction with the Fair Work Ombudsman.</p>	<p>ABI/BNSW do not oppose – notes that "averaging arrangement" does not appear in the Hospitality Award (para 7.19-7.20, p33)</p>
						<p>UWU opposed - proposed variations related to matters extensively canvassed and diminish employee entitlements, beyond scope of review (p 26)</p>
AHA	26.3	43.	11(a) p10	Clause 26.3 - Forklift driver allowance - AHA Provision provides for two separate allowances that depend on whether an employee is full-time, part-time or casual, should be consolidated in favour of the all-purpose allowance.	Proposal Summary: Delete clause 26.3(b) in favour of retaining the fork-lift allowance provided in clause 26.3(a).	<p>UWU open to discuss (p23)</p> <p>AWCC supports the positive steps to simplify compliance and ensure consistency with the modern awards objective. Recommends the Hospitality</p>

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						Industry (General) Award be reviewed together with related awards (e.g. the Restaurant Industry Award) as a significant number of employers are covered by more than one award (para 3.5, p15)	
						ABI/BNSW do not oppose - should be the weekly maximum amount (7.18(a), p31)	
AHA	26.4	44.	11(b) p10	Clause 26.4 - Meal allowance - AHA In some circumstances the entitlement to be provided with a meal and be paid the meal allowance under clause 26.4(c) contradicts the entitlement to be provided with a meal or be paid the allowance under clauses 26.4(a)–(b).	Proposal Summary: Redraft in plain language with obligation on employer to provide meal allowance removed. Proposed Wording: replace clause 26.4 with below: 26.4 Meal Allowance <i>(a) An employer must supply an employee with a meal or pay an employee a meal allowance of \$15.30, if the employee is required to work overtime for more than 2 hours without being notified of that requirement on or before the previous day.</i>	UWU open to discuss (p23)	
						AWCC supports the positive steps to simplify compliance and ensure consistency with the modern awards objective. Recommends the Hospitality Industry (General) Award be reviewed together with related awards (e.g. the Restaurant Industry Award) as a significant number of employers are covered by more than one award (para 3.5, p15)	
						ABI/BNSW do not oppose - supportive of plain language, should stipulate that clause 26.3 applies to any full-time or part-time employee (para 7.18(b), p31)	
AHA	26.5	45.	11(c) p10	Clause 26.5 - Tool and equipment allowance - AHA All employees that are required to provide and use their own tools in the performance of their usual duties should have access to the allowance, not just cooks and apprentice cooks.	Proposal Summary: Substitute “cook or apprentice cook” in clause 26.5 with “employee”. Delete clause 26.5(b) in favour of the expanded application of clause 26.5(a).	UWU open to discuss (p23)	
						AWCC supports the positive steps to simplify compliance and ensure consistency with the modern awards objective. Recommends the Hospitality Industry (General) Award be reviewed together with related awards (e.g. the Restaurant Industry Award) as a significant number of employers are covered by more than one award (para 3.5, p15)	
						ABI/BNSW oppose - change would expand eligibility to all classifications in Schedule A (para 7.18(c), p32)	
AHA	26.6	46.	11(d) p10	Clause 26.6 - Special clothing allowance - AHA “Motel employee” is not defined in award and no other provision in award is constrained to apply to a “motel employee”. Motel employees	Proposal Summary: Delete clause 26.6(e). The special clothing allowance in clause 26.6(c) will apply to all eligible employees, which would include motel employees as employees who are covered by this award.	UWU open to discuss (p23)	
						AWCC supports the positive steps to simplify compliance and ensure consistency with the modern awards objective. Recommends the Hospitality	

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				should receive the same allowance as other employees in the hospitality industry.		<p>Industry (General) Award be reviewed together with related awards (e.g. the Restaurant Industry Award) as a significant number of employers are covered by more than one award (para 3.5, p15)</p> <p>ABI/BNSW not opposed - not apparent why motel employees attract specific entitlement (para 7.18(d), p32)</p>
AHA	26.15	47.	11(e) p10	<p>Clause 26.15 - Overnight stay allowance - AHA Clause has caused confusion for employees who misconstrue the application of this allowance to mean normal overnight work however defined.</p>	<p>Proposal Summary: Substitute clause 26.15(a) to simplify allowance provision and provide clarity.</p> <p>Proposed Wording: <i>Clause 26.15 applies to an employee who is requested to sleep overnight on the employer's premises in order to provide prompt assistance to guests outside ordinary business hours</i></p>	<p>ABI/BNSW not opposed - doubt as to any current confusion with the clause (para 7.18(e), p32)</p> <p>AWCC supports the positive steps to simplify compliance and ensure consistency with the modern awards objective. Recommends the Hospitality Industry (General) Award be reviewed together with related awards (e.g. the Restaurant Industry Award) as a significant number of employers are covered by more than one award (para 3.5, p15)</p> <p>UWU unclear about variation proposed, wording appears same as current wording (p24)</p>
AHA	28.1	48.	12 p28	<p>Clause 28.1 - Overtime - AHA Factors to be considered in determining whether a request for employees to work additional hours is reasonable or unreasonable under s 62 of the <i>Fair Work Act 2009</i> do not need to be restated in the award.</p>	<p>Proposal Summary: Reduce length of the award by replacing clause 28.1 with a reference to section 62 of the <i>Fair Work Act 2009</i> (see clause 23 of the Restaurant Industry Award).</p> <p>Proposed Wording: <i>NOTE: Under the NES (see section 62 of the Act), an employee may refuse to work additional hours if they are unreasonable. Section 62 sets out factors to be taken into account in determining whether the additional hours are reasonable or unreasonable.</i></p>	<p>UWU agree (p24)</p> <p>ABI/BNSW not opposed – do not consider necessary to enhance usability of award (para 7.43, p38)</p> <p>AWCC supports the positive steps to simplify compliance and ensure consistency with the modern awards objective. Recommends the Hospitality Industry (General) Award be reviewed together with related awards (e.g. the Restaurant Industry Award) as a significant</p>

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						number of employers are covered by more than one award (para 3.5, p15)
AHA	28.5	49.	13 p12	Clause 28.5 - Time-off instead of payment for overtime - AHA Requirement for written agreement on each occasion employee will take time off instead of receiving payment for overtime is an unnecessary administrative burden.	Proposal Summary: Allow employers and employees to make a single, ongoing written agreement to take overtime as time-off instead of receiving overtime payments. Proposed Wording: Amend clause 28.5 (which requires a written agreement to take time-off instead of receiving overtime payments on each occasion) to allow for a written agreement made under clause 28.5(a) to be an ongoing agreement that applies to all overtime worked that can be changed on written notification from the employee to the employer.	UWU oppose (p24)
AHA	29.2	50.	14 p12	Clause 29.2 - Late night/early morning penalty rates - AHA Applying penalty rates “per hour or part of an hour” causes confusion about whether the part hour is paid on a pro rata basis.	Proposal Summary: Adopt the wording of equivalent clause in the Registered and Licensed Clubs Award. Will resolve issue and achieve greater consistency across modern awards. Proposed Wording: Replace clause 29.2 with clause 24.4 of the Registered and Licensed Clubs Award.	UWU open to discuss (p24)
AHA	29.4	51.	15 p11	Clause 29.4 - Additional provisions for work on public holidays - AHA Clause 29.4 speaks to additional provisions for work on public holidays however clause 35 deals substantively with public holidays.	Proposal Summary: Consolidate the provisions at clause 29.4 into clause 35 so public holiday provisions are in one substantive clause.	UWU agree (p25) ABI/BNSW opposed - may create confusion in separating clause from the penalty rate context (para 7.44-7.46, p38)
AHA	30.2	52.	16(a) p12	Clause 30.2 - Definition of shiftworker for the purpose of annual leave - AHA Definition has historically caused confusion for employers, particularly regarding the requirement for the business to operate in the context of a 24/7 shift roster. Also forgoes the NES requirement (in s 87(3) of the Act) for an employee to be regularly rostered to work those shifts, being the shifts which are continuously rostered 24 hours a day for 7 days per week.	Proposal Summary: Definition should be consistent with definition at section 87(3) of the NES. Consistency in the definition of a shiftworker is in the best interests of comprehension and therefore compliance. Proposed Wording: Replace the definition of a shiftworker in clause 30.2 with the NES definition in section 87(3) of the Act. Award/agreement free employees who qualify for the shiftworker entitlement (3) An Award/agreement free employee qualifies for the shiftworker annual leave entitlement if: (a) the employee: (i) is employed in an enterprise in which shifts are continuously rostered 24 hours a day for 7 days a week; and (ii) is regularly rostered to work those shifts; and (iii) regularly works on Sundays and public holidays; or	UWU opposed - does not enhance usability, shift worker already referred to (p25) AWCC opposed - proposal may create additional confusion or inconsistency, especially if there are differences between the NES definition and the current award definition (para 3.3, p14) ABI/BNSW oppose – does not enhance usability (para 7.37-7.38, p36-37)

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					(b) the employee is in a class of employees prescribed by the regulations as shiftworkers for the purposes of the National Employment Standards.	
AHA	30.6–30.8	53.	16(b) p13	<p>Clause 30.6-30.8 - Excessive annual leave accruals - AHA</p> <p>Clauses 30.6–30.8 can be consolidated to simplify the direction from an employer to an employee to reduce their annual leave balance in circumstances where agreement on a leave application has not been reached.</p>	<p>Proposal Summary: Consolidate and simplify provisions.</p> <p>Proposed Wording: Replace current clauses 30.6–30.8 with below:</p> <p>36. Excessive leave accruals</p> <p>a. An employer may direct an employee to take a period of paid annual leave of at least one week provided:</p> <ul style="list-style-type: none"> i. The employee has accrued at least 8 weeks of annual leave; and ii. The employer gives the employee 8 weeks' notice of the requirement to take annual leave; and iii. The employee retains at least 6 weeks of accrued annual leave after the direction is given by the employer; and iv. There is no conflict with any existing leave arrangement agreed by the employee and employer. <p>b. An employee may give a written notice to the employer requesting to take one or more periods of paid annual leave if:</p> <ul style="list-style-type: none"> i. The employee has had an excessive leave accrual for more than 6 months; and ii. The employee gives the employer 8 weeks' notice of the taking of annual leave; and iii. The period of leave is between one- and four-weeks' duration; and iv. The employee retains at least 6 weeks of accrued annual leave after the notice is given. v. The employer must grant paid annual leave as requested by the notice. 	<p>AWCC opposed - recommends a leave "aging" criterion that limits an employer's direction to take excessive annual leave to leave credited to the employee three or more years before the direction is given (para 3.3, p14-15)</p>
AHA	35.3	54.	17 p13	<p>Clause 35.3 - Public Holidays - AHA</p> <p>Clause creates confusion about how the additional day's pay under clause 35.3(a)(i) is treated for the purposes of ordinary hours and overtime.</p>	<p>Proposal Summary: Clarify clause by inserting a new paragraph at end of clause 35.3.</p> <p>Proposed Wording:</p> <p>(c) The extra day's pay in clause 35.5(a)(i) is paid at the usual rate of pay the employee would have received for working equivalent ordinary hours on a standard working day (usually 7.6 hours). The equivalent hours do not count for the purposes of hours of work, overtime or leave accruals.</p>	<p>UWU open to discuss - does not consider proposed wording to be sufficiently clear (p25)</p> <p>ABI/BNSW not opposed (para 7.39, p37)</p>

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AHA	37	55.	18 p14	Clause 37 - Deductions for provision of employee accommodation and meals - AHA Clause should be varied to allow for recurring authorised salary deductions following passage of the <i>Fair Work Legislation Amendment (Protections Worker Entitlements) Act 2023</i> (Cth). Further, the deduction process will be simpler and easier to understand if redrafted using plain language.	Proposal Summary: Amend clause 37 to allow for recurring authorised salary deductions from 30 December 2023 using plain language. Propose Wording: Consolidate clauses 37.4 and 37.8 into the following: 37.4 Deductions for meals only <i>a. An employer may deduct an amount of \$9.26 per meal from an employee’s wages for providing the employee with a meal if:</i> <i>i. The employee does not live in accommodation provided by the employer; and</i> <i>ii. The meal is provided during the employee’s normal working hours; and</i> <i>iii. The employee has authorised the deduction in advance and has consented to the meal being provided.</i> <i>b. The adjustment of the amount of the deduction in clause 37.4(a) will be in accordance with the adjustment factor as set out in Schedule C – Summary of Monetary Allowances.</i>	UWU agree (p25) ABI/BNSW agree to consolidate 37.4, 37.7 and 37.8, no view regarding the “recurring authorised salary” submission (para 7.51-7.52, p38-39)
AHA	Various	56.	19 p15	Various - Roster cycle and averaging arrangements - AHA Terms “roster cycle” and “averaging arrangements” are used interchangeably in award to mean the same thing, however “roster cycle” is not defined in the award so its meaning is unclear. Clause should be amended to reduce ambiguity and promote more consistent practices.	Proposal Summary: Provide for a definition of averaging arrangement in clause 2. Replace the term “roster cycle” with “averaging arrangement” in hours of work provisions and in clause 24 annualised wage arrangements.	UWU open to discuss (p25) ABI/BNSW observe that the term “averaging arrangement” does not appear in the award. As such, there does not appear to be a compelling basis to insert it. This proposal may benefit from further consultation (para 7.20, p33)
AHA	Schedule A	57.	20 p20	Schedule A - Classification structure and definitions - AHA Classification structure is no longer fit-for-purpose.	Proposal Summary: Propose to simplify and modernise the classification structure and make it fit for purpose in the current operating context. Proposed Wording: <i>A2.1(b) – remove from F&B grade 2 “including cleaning tables” from the 3rd dot point as this is a duty aligned with grade 1 and causes confusion for employers looking to the appropriate classification level.</i> <i>A2.1(c) – amend the 4th dot point (“mixing a range of sophisticated drinks”) to say “mixing a range of sophisticated drinks such as cocktails”. This will assist in the correct classification of employees between grade 2 and grade 3.</i> <i>A2.1(d) – remove the “tradesperson” requirement from grade 4 and reference to “fine dining room or restaurant”. As an apprenticeship in waiting is no</i>	UWU open to discuss (p26) AWCC generally supports efforts to redefine terms for better comprehension, as this can contribute to a more transparent and accessible award system and aligns with AWCC’s proposal. AWCC proposes that the classification and definitions should be reviewed more holistically, and not just with specifically in

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					<p>longer offered nationally, the AHA's members find that they are unable to make use of F&B grade 4, rendering this grade redundant. By removing the tradesperson requirement, employers are able to use grade 4 for its employees who perform tasks above that of an F&B grade 3 employee but who aren't yet an appointed supervisor for the purpose of the "food and beverage supervisor" role in subsection (e). By removing "fine dining room or restaurant", grade 4 becomes more user friendly.</p> <p>A2.2(e) – amend this to say – Cook grade 2 (wage level 3) means an employee who has the appropriate level of training and carries out basic cooking duties such as the cooking of breakfasts and/or snacks, or an employee who has not achieved the appropriate level of training but who carries out a wide range of cooking duties, such as a la carte cooking, baking, pastry cooking or butchering.</p> <p>A2.3(c) – amend this to say – Guest Service grade 3 (wage level 3) means an employee who supervises guest service employees of a lower grade or an employee who has the appropriate level of training and who is engaged in any of the following:</p> <ul style="list-style-type: none"> • Providing butler services such as a food, beverage and personalised guest service; • Carrying out major repairs to linen or clothing including basic tailoring and major alterations and refitting; or • Dry cleaning. <p>A2.4 – Administrative stream</p> <p>The definitions for clerical grades 1-3 are contradictory in parts and reflect outdated technology and mechanics no longer operational in 2023 workplaces. An amended classification stream is suggested as follows:</p> <ol style="list-style-type: none"> Clerical grade 1 (wage level 2) means an employee who is required to perform basic clerical and routine office duties such as filing, collating and copying documents, greeting visitors and delivering messages. Clerical grade 2 (wage level 3) means an employee who is engaged in general clerical or office duties such as typing, basic data entry, calculating functions and responding to enquiries. Clerical grade 3 (wage level 4) means an employee who has the appropriate level of training and who performs any of the following duties: <ul style="list-style-type: none"> • Operation of business equipment including telephone equipment, computers, printing devices, Dictaphone equipment and software packages. • Provide guidance to employees at a lower level. • Applies a working knowledge of the organisation's structure, products, functions, locations and clients to be able to 	<p>isolation for hospitality award (para 3.1, p13)</p> <p>ABI/BNSW not intending to respond (para 7.56, p39)</p>

Hospitality Industry (General) Award 2020

Party	CLAUSE	REF	THEIR REF	Issue	Proposal Summary	Submission in reply
					<p>respond to internal and external enquiries in their own function area; or</p> <ul style="list-style-type: none"> • Maintains financial records and journals, collects and prepares time and wage records, makes bookings, prepares accounts queries, does banking. • Assist with planning events for the business, including booking venue spaces, research and engage with vendors, confer with other areas of the business as needed. <p>d. Clerical supervisor (wage level 5) means an employee who has the appropriate level of training and who coordinates other clerical staff or who coordinates all aspects of an event for a business.</p> <p>A2.8 – Maintenance and trades – other than the cooking trade</p> <p>The title of “gardener” provided in A2.8(c) – (f) should be replaced with “Maintenance Officer”. This is because of the scope of duties assigned to the higher grades of this classification. Employees employed at these higher levels are not employed as gardeners but their duties fall within these classifications, leading to confusion on the part of the employee and employer. Any subsequent reference to supervising “gardeners at a lower level” should be changed to supervising “employees at a lower level”.</p> <p>A2.8(f) – rename this position as Maintenance Supervisor (tradesperson) (wage level 5).</p> <p>A2.9 – Managerial staff (Hotels) – delete from this definition the first paragraph (for the purpose of this classification, hotels means hotels, resorts etc). Coverage of this industry award is provided in clause 4 of the Award so there is no need to repeat coverage again in Schedule A. This paragraph does not aid in the understanding of which roles would be designated as Managerial so it should be removed.</p>	