

From: Phillip Ryan [mailto:Phillip.Ryan@ahansw.com.au]
Sent: Friday, 24 June 2016 4:30 PM
To: AMOD
Cc: Richard Tait; Marianne Wells; John Sweetman
Subject: AM2014/197

Dear Associate,

We refer to the directions issued by the Fair Work commission on 18 February 2016 in relation to variations proposed by United Voice for the *Hospitality Industry (General) Award 2010*, the *Registered and Licensed Clubs Award 2010* and the *Restaurant Industry Award 2010*.

On behalf of the Australian Hotels Association, Clubs Australia Industrial and Restaurant and Catering Industrial, we hereby attach:

- (i) Submissions in Reply to United Voice;
- (ii) Statement of Jenny Wregg;
- (iii) The Exposure Draft released during the Award Modernisation Proceedings for each of the aforementioned Awards; and
- (iv) The relevant submissions of the LHMU made during Award Modernisation Process for each of the aforementioned Awards.

Yours faithfully,

Phillip Ryan
Director, Legal and Industrial Affairs

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IN THE FAIR WORK COMMISSION

Matter No:

AM2014/197

FOUR YEARLY REVIEW OF MODERN AWARDS
CASUAL EMPLOYMENT COMMON ISSUE

Applicant:

UNITED VOICE

Respondents:

AUSTRALIAN HOTELS ASSOCIATION
CLUBS AUSTRALIA INDUSTRIAL
RESTAURANT & CATERING INDUSTRIAL

SUBMISSIONS IN REPLY TO UNITED VOICE CLAIM

1. These submissions are put on behalf of the Australian Hotels Association, Clubs Australia Industrial and the Restaurant & Catering Industrial (the Associations) in reply to submissions filed on behalf of United Voice (the Union), dated 29 February 2016.
2. The Union has applied to vary the *Hospitality Industry (General) Award 2010*, the *Registered and Licenced Clubs Award 2010* and the *Restaurant Industry Award 2010*, to include provisions which introduce the concept that casual employees may be required to work overtime and for the payment of such overtime worked at penalty rates, equivalent to that paid for overtime worked by full-time employees.
3. The Associations oppose the variations sought by the Union.
4. The Fair Work Commission (“the Commission”) must conduct a 4 Yearly Review of Modern Awards as soon as practicable after each 4th anniversary of the commencement of modern awards (see s.156 (1) of the *Fair Work Act 2009* (“the FW Act”).

5. The 4 Yearly Reviews of Modern Awards are “*the principal way in which a modern award is maintained as a fair and relevant safety net or terms and conditions*” (see the Explanatory Memorandum to the *Fair Work Bill 2008* at [600]).
6. In a 4 Yearly Review of Modern Awards, the Commission must review all modern awards and may make, *inter alia*, one or more determinations varying modern awards (see s.156 (2) (b) (i) of the FW Act).
7. The conduct of a 4 Yearly Review necessitates the performance or exercise of the Commission’s modern award powers (see s.134 (2) (a) of the FW Act; *4 Yearly Review of Modern Awards: Preliminary Jurisdictional Issues* [2014] FWCFB 1788 (“the Jurisdictional Issues Decision”) at [17] and [29]).
8. Where the Commission is exercising modern award powers, the modern awards objective applies (see s.134 (2) (a) of the FW Act; the Jurisdictional Issues Decision at [29]) and the Commission must also take into account the objects of the FW Act (see s.3 and s.134 (2) (a) of the FW Act).
9. While the Commission has considerable discretion in relation to the process by which a 4 Yearly Review is to be conducted (see *4 yearly review of modern awards* [2014] FWC 8583 at [17]), the Commission must ensure each modern award is reviewed in its own right before a Full Bench (see ss.156 (1) and 156 (5) of the FW Act). The Commission is not prevented from reviewing two or more modern awards simultaneously (see s.156 (5) of the FW Act)).
10. In *National Retail Association v Fair Work Commission* [2014] FCAFC 118, the Full Court of the Federal Court of Australia held:

“*[T]he purpose of the requirement to review a modern award “in its own right” is to ensure that **the review is conducted by reference to the particular terms and the particular operation of each particular award** rather than by a global assessment based upon generally applicable considerations. In other words, the requirement is directed to excluding extra-award considerations.*” ([2014] FCAFC 118 at [85]) (Emphasis Added)

11. These proceedings are part of the first 4 Yearly Review of Modern Awards. In conducting this 4 Yearly Review (“the Review”), the Commission identified Part-time Employment and Casual Employment as a common issue (see *4 yearly review of modern awards* [2014] FWC 1790).

12. Notwithstanding the designation of a matter as a common issue, different outcomes in different modern awards may be achieved. In the Jurisdictional Issues Decision at [33]-[34], a Full Bench of the Commission identified:

*“.....The need to balance the competing considerations in s.134 (1) and the diversity in the characteristics of the employers and employees covered by different modern awards **means that the application of the modern awards objective may result in different outcomes between different modern awards.....** there may be no one set of provisions in a particular award which can be said to provide a fair and relevant safety net of terms and conditions. **Different combinations or permutations of provisions may meet the modern awards objective.**” (Emphasis Added)*

13. However, a modern award can only include terms to the extent that they are necessary to achieve the modern awards objective (s.138 of the FW Act). In this Review, the Commission is proceeding “*on the basis that prima facie, the modern award being reviewed achieved the modern awards objective at the time that it was made*” (Jurisdictional Issues Decision at [60]).

THE MODERN AWARDS OBJECTIVE

14. The modern awards objective is set out at s.134 (1) of the FW Act as follows:

Section 134 The modern awards objective

What is the modern awards objective?

(1) The FWC must ensure that modern awards, together with the National Employment Standards, provide a fair and relevant minimum safety net of terms and conditions, taking into account:

- (a) *relative living standards and the needs of the low paid; and*
- (b) *the need to encourage collective bargaining; and*
- (c) *the need to promote social inclusion through increased workforce participation; and*
- (d) *the need to promote flexible modern work practices and the efficient and productive performance of work; and*
- (da) *the need to provide additional remuneration for:*
 - (i) *employees working overtime; or*
 - (ii) *employees working unsocial, irregular or unpredictable hours;*
or
 - (iii) *employees working on weekends or public holidays; or*
 - (iv) *employees working shifts; and*
- (e) *the principle of equal remuneration for work of equal or comparable value; and*
- (f) *the likely impact of any exercise of modern award powers on business, including on productivity, employment costs and the regulatory burden; and*
- (g) *the need to ensure a simple, easy to understand, stable and sustainable modern award system for Australia that avoids unnecessary overlap of modern awards; and*
- (h) *the likely impact of any exercise of modern award powers on employment growth, inflation, and the sustainability, performance and competitiveness of the national economy.*

*This is the **modern awards objective**.*

15. The modern awards objective is directed at ensuring that modern awards, together with the National Employment Standards, provide a fair and minimum safety net of terms and conditions taking into account the factors set out in s.134 (1) of the FW Act (see Jurisdictional Issues Decision at [31]).

16. As none of the matters identified in s.134 (1) of the FW Act have any particular primacy over the other, the task of the Commission is to balance those matters and ensure a fair and relevant minimum safety net of terms and conditions (see Jurisdictional Issues Decision at [32]-[33]).

THE ONUS ON THE APPLICANT

17. It is clear that any proponent of a variation must advance a merit argument in support of the proposed variation, the extent of which will depend upon the nature of variation sought (see Jurisdictional Issues Decision at [60]; *4 yearly review of modern awards – Annual Leave* [2015] FWCFB 3406 at [21]).

18. Where a significant variation is proposed, “*it must be supported by a submission which addresses the relevant legislative provisions and be accompanied by probative evidence properly directed to demonstrating the facts supporting the proposed variation*” (see Jurisdictional Issues Decision at [60]; *4 yearly review of modern awards – Annual Leave* [2015] FWCFB 3406 at [21]).

19. In the review of the *Security Services Industry Award 2010*, a Full Bench of the Commission made the following observation:

*[8] While this may be the first opportunity to seek significant changes to the terms of modern awards, a substantive case for change is nevertheless required. **The more significant the change, in terms of impact or a lengthy history of particular award provisions, the more detailed the case must be.** Variations to awards have rarely been made merely on the basis of bare requests or strongly contested submissions. In order to found case for an award variation it is **usually necessary to advance detailed evidence of the operation of the award.** the impact of the current provisions on employers and employees covered by it and the likely impact of the proposed changes. Such evidence should be combined with sound and balanced reasoning supporting a change (See *Re Security Services Industry Award 2010* [2015] FWCFB 620 at [8]).*

20. There is a sparsity of any relevant evidence, filed by the Union, to satisfy the “substantive case” requirement envisaged by the Full Bench of the Commission in the *Security Services Industry Award* case.

21. It is clear that submissions and probative evidence in support of a proposed variation must be relevant to the particular term/s, and the particular operation of the particular award which is the subject of review.
22. This is a critical consideration, as the manner in which particular terms operate within a particular award can vary considerably with respect to the characteristics of the industry or occupations covered by the particular award.
23. Each of the three Awards, subject of these proceedings, are modern awards which were made by a Full Bench of the Australian Industrial Relations under the Award Modernisation Proceedings conducted pursuant to Part 10A of the former *Workplace Relations Act 1996* (“the WRA 1996”).
24. The conduct of the Award Modernisation Process was required to be carried out in accordance with the Award Modernisation Request (s.576C of the WRA 1996).

OVERTIME PROVISIONS: RESTAURANT INDUSTRY

25. The Restaurant Industry received further and particular attention by the Commission in making the Modern Award.
26. Paragraph 27A of the consolidated version of the Award Modernisation Request provided:

*27A. The Commission should create a modern award covering the restaurant and catering industry, separate from those sectors in the hospitality industry providing hotelier, accommodation or gaming services. **The development of such a modern award should establish a penalty rate and overtime regime that takes account of the operational requirements of the restaurant and catering industry, including the labour intensive nature of the industry and in [sic] the industry’s core trading times.***

(Emphasis Added).

27. In *Award Modernisation* [2009] AIRCFB 865 a Statement made by a Full Bench of the Australian Industrial Relations Commission said:

Overtime

[223] *The LHMU proposed an overtime clause based on that found in the Victorian Restaurant Award. It includes a 50% overtime penalty for the first two hours of overtime worked Monday to Friday and double the time thereafter, a 75% penalty for the first two hours of Saturday overtime and double time thereafter and a double time penalty for all Sunday overtime. The R & CA draft proposed an overtime provision based on work in excess of an average 38 hours per week, with a penalty of 25% for the first 8 hours overtime and 50% thereafter.*

[224] *We have included the LHMU proposal in the exposure draft. It is consistent with arrangements in current federal awards and NAPSAs.....”*

28. The Union proposal did not include payment of overtime for casual employees.

29. In *Award Modernisation* ([2009] AIRCFB 945) at [188] the Full Bench determined:

[188] *The penalty provisions generally and the two particular penalties raised by the LHMU were subject to considerable attention by us in preparing the exposure draft. As noted in our statement of 25 September 2009, these issues raise matters requiring fine judgement to be exercised in the context of a diverse range of provisions in the relevant instruments and the terms of cl.27A of the consolidated request. Nothing was put to us which indicates that we should depart from the penalty provisions in the exposure draft and we are of the view that those provisions, including the particular penalties addressed by the LHMU, should be included in the modern award. We adhere to the reasons contained in our statement of 25 September 2009.*

30. As set out earlier in these submissions, in this Review, the Commission is proceeding “on the basis that *prima facie*, **the modern award being reviewed achieved the modern awards objective at the time that it was made**” (Jurisdictional Issues Decision at [60]).
(Emphasis Added)

31. It is clear that, contrary to the submissions of the Union that the current overtime provisions in the Awards in question can be “characterised as an oversight of the award modernisation process” (see Submissions of United Voice at [53]), the current provisions found in the Modern Awards were made quite deliberately and as a consequence of careful consideration by the Union, the employer parties and the Commission.

OVERTIME PROVISIONS: HOSPITALITY INDUSTRY

32. It is well established that the application of overtime entitlements in the Hospitality Industry do not extend to casual employees. This is traceable to at least the early-1970s, and includes major reviews of industrial instruments, such as Award Simplification and Award Modernisation, where United Voice (or its predecessors) made submissions advancing overtime provisions in the Hospitality Industry that apply to permanent employees only and/or consenting to such arrangements with employer parties.
33. In 1971, the Australian Conciliation and Arbitration Commission made a consent award known as *The Hotels and Retail Liquor Industry Award 1971* (“the 1971 Award”) following an industrial dispute concerning wages and working conditions for employees in hotels, taverns and wine saloons (see (1971) 137 CAR 31).
34. Clause 8 of the 1971 Award required all employees (other than casual employees) to be engaged as weekly employees.
35. The 1971 Award provided an overtime entitlement in Clause 12. The entitlement applied to weekly employees only. Furthermore, the 1971 Award required employers to offer reasonable overtime to weekly employees in preference to engaging casual employees.
36. In 1977, the Federated Liquor and Allied Industries Employees Union made an application to vary, *inter alia*, the overtime provisions of the *Hotels and Retail Liquor Industry Award 1975* to provide overtime payments to casual employees after eight hours.
37. In refusing the claim for overtime payments for casual employees, Brack C., found that “*as there is no hotel industry principle of paying a casual for special days at the weekly employee overtime rate there is not an argument to extend to casuals, on Monday to Friday, the weekly employee overtime provisions for those days.*” (see (1979) 16 CAR 794 at 804).

38. In 1983, the Federated Liquor and Allied Industries Employees Union made an application to vary the *Hotels and Retail Liquor Industry Award 1975* in relation to public holidays and consolidation of the award.
39. The outcome of the application was an order by consent which, insofar as overtime provisions were concerned, maintained their application to weekly employees (See Print F3002).
40. In 1992, in a matter involving an industrial dispute, the Australian Industrial Relations Commission made a consent award known as *The Hotels, Resorts and Hospitality Industry Award 1992* (See Print K3966), which provided overtime entitlements only to permanent employees.
41. In 1995, in a matter involving a review of awards, the Australian Industrial Relations Commission varied the *Hotels, Resorts and Hospitality Industry Award 1995* (See Print M2100), which provided overtime entitlements to employees “*other than a casual*”.
42. In *Re Award Simplification Decision (1997) 75 IR 272 at 289* (Print P7500), a Full Bench of the Australian Industrial Relations Commission maintained the existing application of overtime provisions to an employee “*other than casual*”. The Full Bench stated:
- 28. Overtime*
*Both employers and the LTU proposed a number of minor drafting changes. We have made one change of substance which is to delete the requirement in cl.28.1 that an employer must, if practicable, offer employees the opportunity to work overtime in preference to employing casuals. This is not an allowable matter. Nor can it be justified pursuant to s.89A (6). **Subject to that deletion we have adopted the LTU draft.** (Emphasis added)*
43. In the Working Hours Case [2002] AIRC 857, a Full Bench of the Australian Industrial Relations Commission determined that it was appropriate to award a test case provision to provide an employee with a right to refuse to work unreasonable overtime.

44. The Australian Liquor, Hospitality and Miscellaneous Workers Union subsequently applied to the Australian Industrial Relations Commission to vary three federal awards to give effect to the Working Hours Case, namely:

- (i) *Liquor Trades Hotels (Australian Capital Territory) Award 1998*;
- (ii) *Hospitality Industry – Accommodation, Hotels, Resorts and Gaming Award 1998*; and
- (iii) *Motels, Accommodation and Resorts Award 1998*.

45. The variation of each of these awards to give effect to the *Working Hours Case* was agreed by the ALHMWU and the employer parties and maintained the application of overtime entitlements to employees “*other than a casual*” in relation to (i) and (ii) (see Print PR925921 and PR925924) or “*any full-time or regular part-time employee*” in relation to (iii) (see Print PR925926).

46. There is a long history of overtime consideration by the Commission in awards applying to the Hospitality industry. Casual employees have not been awarded overtime payments by the Commission in either contested or consent matters even though it is clear that consideration must have been given to such a provision.

AWARD MODERNISATION PROCEEDINGS

47. For each of the three modern Awards, the LHMU proposed an overtime provision which applied overtime entitlements only to full-time and regular part-time employees. (see LHMU Submissions dated 1 August 2008; 24 July 2009; submissions attached).

48. In its submissions, in relation to the making of the *Hospitality Industry (General) Award 2010*, the Union submitted:

- “7. *The draft uses the current Pre-reform Hospitality Industry – Accommodation, Hotels, Resorts and Gaming - Award 1998 [AP783479CRV] as the "default" template to apply from 1 January 2010 and will identify State-based and occupation-based differentials for inclusion in the various sub-divisions of the proposed Part 9 - Translation Arrangements.*
- 8. *The intention is that these differences will be preserved unless/until they are further dealt with in the 5-year transition period. In some cases, current/up-to-date rates for allowances need to be inserted.*

9. *The LHMU has chosen the Hospitality Award as the template because:*

- (a) *it is the primary pre-reform award in the hospitality industry, and has been a vehicle for a range of test case provisions in recent years (both pre-Workchoices and during the Workchoices period) and*
- (b) *it was the vehicle for the 1997 Award Simplification Decision (1997) 75 IR 272 and constitutes an appropriate default 'safety net', containing minimum rates and conditions and matters held to be allowable award matters in 1997."*

49. Furthermore, with respect to the *Registered and Licensed Clubs Award 2010*, the Union submitted that the overtime clause in the *Licensed Clubs (Victoria) Award 1998* be applied in the following way:

- “3. *The draft uses the Pre-reform licenced Clubs (Victoria) Award 1998 [AP787060CRV] as the “default template to apply from 1 January 2010 and identifies State-based and occupation-based differentials for inclusion in the proposed Part 8 – Translation Arrangements.*
- 4. *The intention is that these differences will be preserved unless/until they are further dealt with in the 5-year transition period. In some cases, current/up-to-date rates for allowances need to be inserted.*
- 5. *The LHMU has chosen the Victorian award because:*
 - (a) *it is a specific clubs’ Pre-reform award (other Federal awards include clubs as part of a wider industry) and*
 - (b) *it went through the 1998 Award Simplification process and is thus an appropriate default ‘safety net’ for licenced clubs, containing minimum rates and conditions and (1998) allowable award matters relevant to the clubs’ sector.”*

50. It is clear that when the Hospitality Industry, Registered Clubs Industry and Restaurant Industry modern awards were made, the Union was satisfied that the then existing Awards, used as a basis for the establishment of the modern awards, provided an appropriate safety net for the employees in those industries.

CONCLUSION

51. The various award exposure drafts (attached) which were promulgated to the parties by the Commission prior to the lengthy process which led to the making of the three modern awards, contained no provision for overtime to be paid to casual employees. It cannot now be said that the absence of overtime payments for such employees was in some way

accidentally omitted or was an oversight of the parties and the Commission. It was clearly accepted by the Union, and the employer parties, that in coming to a one size fits all federal modern awards, that casual employees did not work what was considered to be overtime, such as was the case for full-time or part-time employees, and it thus follows that in these particular industries, overtime payments were not available to casual employees.

52. Nothing has been put by the Union to show any change in circumstance from the first making of these modern awards such as to change what, has been the established position that overtime payments are not available to casual employees in the Hospitality, Restaurant and Registered Clubs Industries.

53. The Applications by the Union to amend the Modern Awards to provide for overtime payments to casual employees should be rejected.

Ralph Warren

Frederick Jordan Chambers

24 June 2016

On behalf of

Australian Hotels Association; Clubs Australia Industrial; & Restaurant & Catering Industrial.

IN THE FAIR WORK COMMISSION

Matter No:
AM2014/197
FOUR YEARLY REVIEW OF MODERN AWARDS
CASUAL EMPLOYMENT COMMON ISSUE

STATEMENT OF JENNY WREGG

I, JENNY WREGG of _____ in the State of _____,
state:

1. I am the Human Resource Manager for the Australian, Leisure and Hospitality Group ("ALH Group").
2. I have held the role of Human Resource Manager for the ALH Group for approximately 11 years.
3. Overall, I have approximately 30 years' experience in human resource management, training and operational roles within the hospitality industry.

Mr. Shayne Dennis

4. I am aware that Mr. Dennis has made a statement in these proceedings and have had an opportunity to review that statement.
5. I provide the following information regarding Mr. Dennis' employment with the ALH Group.
6. Mr. Dennis was employed by the ALH Group on casual basis on or about 25 November 2015. He was classified as a Cook Grade 3 and is located at the New York Bar and Grill in South Australia.
7. In response to Mr. Dennis' claims at paragraph's 21 and 23 of his statement, I hereby attach, and mark with the letter "A", a copy of a consolidated timesheet report, setting out the days and times he has worked for the period of 2 December to 30 May 2016. This report accurately reflects the days and times Mr. Dennis has worked during the nominated period. It does not include the first week of his employment, due to him not being set up on the system. In such instances, it is the practice of the local venue to maintain a manual timesheet.

AM2014/197 Four Yearly Review of Modern Awards: Casual Common Issue

Statement of Jenny Wregg

Lodged by:
Australian Hotels Association
Level 15, Hudson House, 131 Macquarie Street
Sydney NSW 2000

Telephone: (02) 9281 6922
Facsimile: (02) 9281 1857
Email: Phillip.Ryan@ahansw.com.au

8. It is not the practice of the ALH Group to *'punish'* casual employees who decline work, or any employee for that matter who exercises their various workplace rights.
9. In May 2016, Mr Dennis's classification was adjusted to Cook Grade 4.



Signature of Deponent

24-6-16

Dated

AM2014/197 Four Yearly Review of Modern Awards: Casual Common Issue

Statement of Jenny Wregg

Lodged by:
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Level 15, Hudson House, 131 Macquarie Street
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Telephone: (02) 9281 6922
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ALH Group

"A"

Consolidated TimeSheet Report

16 Nov 2015 to 31 May 2016

By selected Sites, selected Departments, selected Employees

| Date | Day | Site | Department | Role | Pay Start | Pay End | Total Time - | Break Time = | Pay Time |
|----------------------|-----|---------------------------|------------------|---------|-----------|---------|--------------|--------------|----------|
| Shayne Dennis | | | | | | | | | |
| 02 Dec 2015 | Wed | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 22:20 | 12:20 | 00:30 | 11:50 |
| 03 Dec 2015 | Thu | New York Bar & Grill 8170 | Food Preparation | Kitchen | 16:30 | 22:05 | 05:35 | | 05:35 |
| 05 Dec 2015 | Sat | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 21:15 | 11:15 | 02:00 | 09:15 |
| 06 Dec 2015 | Sun | New York Bar & Grill 8170 | Food Preparation | Kitchen | 09:20 | 21:05 | 11:45 | 00:30 | 11:15 |
| 07 Dec 2015 | Mon | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 21:30 | 11:30 | 01:30 | 10:00 |
| 08 Dec 2015 | Tue | New York Bar & Grill 8170 | Food Preparation | Kitchen | 15:35 | 21:50 | 06:15 | 00:30 | 05:45 |
| 09 Dec 2015 | Wed | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:40 | 21:30 | 10:50 | 00:30 | 10:20 |
| 10 Dec 2015 | Thu | New York Bar & Grill 8170 | Food Preparation | Kitchen | 17:00 | 21:20 | 04:20 | | 04:20 |
| 11 Dec 2015 | Fri | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 21:30 | 11:30 | 01:00 | 10:30 |
| 12 Dec 2015 | Sat | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 21:40 | 11:40 | 01:00 | 10:40 |
| 13 Dec 2015 | Sun | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 21:00 | 11:00 | 01:10 | 09:50 |
| 14 Dec 2015 | Mon | New York Bar & Grill 8170 | Food Preparation | Kitchen | 16:15 | 21:30 | 05:15 | | 05:15 |
| 16 Dec 2015 | Wed | New York Bar & Grill 8170 | Food Preparation | Kitchen | 15:30 | 20:50 | 05:20 | | 05:20 |
| 17 Dec 2015 | Thu | New York Bar & Grill 8170 | Food Preparation | Kitchen | 12:30 | 17:20 | 04:50 | | 04:50 |
| 19 Dec 2015 | Sat | New York Bar & Grill 8170 | Food Preparation | Kitchen | 14:05 | 21:45 | 07:40 | 00:30 | 07:10 |
| 20 Dec 2015 | Sun | New York Bar & Grill 8170 | Food Preparation | Kitchen | 12:00 | 21:55 | 09:55 | 01:30 | 08:25 |
| 21 Dec 2015 | Mon | New York Bar & Grill 8170 | Food Preparation | Kitchen | 15:00 | 21:25 | 06:25 | 00:30 | 05:55 |
| 22 Dec 2015 | Tue | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 21:55 | 11:55 | 01:30 | 10:25 |
| 24 Dec 2015 | Thu | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 18:10 | 08:10 | 01:40 | 06:30 |
| 26 Dec 2015 | Sat | New York Bar & Grill 8170 | Food Preparation | Kitchen | 08:00 | 17:00 | 09:00 | 00:30 | 08:30 |
| 27 Dec 2015 | Sun | New York Bar & Grill 8170 | Food Preparation | Kitchen | 11:35 | 18:00 | 06:25 | 00:30 | 05:55 |
| 28 Dec 2015 | Mon | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 22:20 | 12:20 | 01:00 | 11:20 |
| 29 Dec 2015 | Tue | New York Bar & Grill 8170 | Food Preparation | Kitchen | 09:00 | 22:30 | 13:30 | 01:10 | 12:20 |
| 02 Jan 2016 | Sat | New York Bar & Grill 8170 | Food Preparation | Kitchen | 07:30 | 17:00 | 09:30 | 00:30 | 09:00 |
| 03 Jan 2016 | Sun | New York Bar & Grill 8170 | Food Preparation | Kitchen | 16:00 | 21:50 | 05:50 | | 05:50 |
| 04 Jan 2016 | Mon | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 21:55 | 11:55 | 00:30 | 11:25 |
| 05 Jan 2016 | Tue | New York Bar & Grill 8170 | Food Preparation | Kitchen | 12:45 | 22:05 | 09:20 | 00:30 | 08:50 |
| 07 Jan 2016 | Thu | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 22:00 | 12:00 | 01:00 | 11:00 |
| 08 Jan 2016 | Fri | New York Bar & Grill 8170 | Food Preparation | Kitchen | 09:00 | 17:00 | 08:00 | 00:30 | 07:30 |
| 09 Jan 2016 | Sat | New York Bar & Grill 8170 | Food Preparation | Kitchen | 07:20 | 16:15 | 08:55 | 00:30 | 08:25 |
| 10 Jan 2016 | Sun | New York Bar & Grill 8170 | Food Preparation | Kitchen | 07:35 | 12:50 | 05:15 | | 05:15 |
| 12 Jan 2016 | Tue | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 22:25 | 12:25 | 00:55 | 11:30 |
| 13 Jan 2016 | Wed | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 22:00 | 12:00 | 01:10 | 10:50 |
| 14 Jan 2016 | Thu | New York Bar & Grill 8170 | Food Preparation | Kitchen | 14:30 | 21:50 | 07:20 | 00:30 | 06:50 |
| 15 Jan 2016 | Fri | New York Bar & Grill 8170 | Food Preparation | Kitchen | 11:30 | 18:00 | 06:30 | 00:30 | 06:00 |
| 16 Jan 2016 | Sat | New York Bar & Grill 8170 | Food Preparation | Kitchen | 07:45 | 16:20 | 08:35 | 00:45 | 07:50 |
| 20 Jan 2016 | Wed | New York Bar & Grill 8170 | Food Preparation | Kitchen | 09:15 | 22:20 | 13:05 | 00:30 | 12:35 |
| 21 Jan 2016 | Thu | New York Bar & Grill 8170 | Food Preparation | Kitchen | 09:00 | 21:40 | 12:40 | 01:00 | 11:40 |
| 22 Jan 2016 | Fri | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 22:05 | 12:05 | 02:00 | 10:05 |
| 23 Jan 2016 | Sat | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 23:00 | 13:00 | 01:31 | 11:29 |
| 24 Jan 2016 | Sun | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 22:35 | 12:35 | 01:30 | 11:05 |
| 25 Jan 2016 | Mon | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 22:20 | 12:20 | 00:30 | 11:50 |
| 27 Jan 2016 | Wed | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 15:15 | 05:15 | | 05:15 |
| 27 Jan 2016 | Wed | New York Bar & Grill 8170 | Food Preparation | Kitchen | 16:00 | 21:45 | 05:45 | | 05:45 |
| 28 Jan 2016 | Thu | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 23:40 | 13:40 | 01:00 | 12:40 |
| 29 Jan 2016 | Fri | New York Bar & Grill 8170 | Food Preparation | Kitchen | 11:05 | 22:50 | 11:45 | 00:30 | 11:15 |
| 30 Jan 2016 | Sat | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:10 | 22:45 | 12:35 | 01:00 | 11:35 |
| 02 Feb 2016 | Tue | New York Bar & Grill 8170 | Food Preparation | Kitchen | 09:30 | 23:00 | 13:30 | 00:30 | 13:00 |
| 03 Feb 2016 | Wed | New York Bar & Grill 8170 | Food Preparation | Kitchen | 09:30 | 23:00 | 13:30 | 00:30 | 13:00 |
| 04 Feb 2016 | Thu | New York Bar & Grill 8170 | Food Preparation | Kitchen | 09:30 | 22:30 | 13:00 | 01:00 | 12:00 |
| 05 Feb 2016 | Fri | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 22:20 | 12:20 | 01:15 | 11:05 |
| 06 Feb 2016 | Sat | New York Bar & Grill 8170 | Food Preparation | Kitchen | 07:05 | 11:55 | 04:50 | | 04:50 |
| 07 Feb 2016 | Sun | New York Bar & Grill 8170 | Food Preparation | Kitchen | 07:30 | 11:10 | 03:40 | | 03:40 |
| 09 Feb 2016 | Tue | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 16:00 | 06:00 | 00:30 | 05:30 |
| 10 Feb 2016 | Wed | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 22:00 | 12:00 | 01:00 | 11:00 |
| 11 Feb 2016 | Thu | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 22:00 | 12:00 | 00:30 | 11:30 |
| 12 Feb 2016 | Fri | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 21:15 | 11:15 | 01:00 | 10:15 |

ALH Group

" A "

Consolidated TimeSheet Report

16 Nov 2015 to 31 May 2016

By selected Sites, selected Departments, selected Employees

| Date | Day | Site | Department | Role | Pay Start | Pay End | Total Time - | Break Time = | Pay Time |
|----------------------|-----|---------------------------|------------------|---------|-----------|---------|--------------|--------------|----------|
| Shayne Dennis | | | | | | | | | |
| 13 Feb 2016 | Sat | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:50 | 21:30 | 10:40 | 01:35 | 09:05 |
| 14 Feb 2016 | Sun | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 15:00 | 05:00 | | 05:00 |
| 19 Feb 2016 | Fri | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 21:50 | 11:50 | 00:35 | 11:15 |
| 20 Feb 2016 | Sat | New York Bar & Grill 8170 | Food Preparation | Kitchen | 09:30 | 22:45 | 13:15 | 01:00 | 12:15 |
| 21 Feb 2016 | Sun | New York Bar & Grill 8170 | Food Preparation | Kitchen | 07:00 | 14:00 | 07:00 | 00:30 | 06:30 |
| 23 Feb 2016 | Tue | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 16:00 | 06:00 | 00:30 | 05:30 |
| 24 Feb 2016 | Wed | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:05 | 22:15 | 12:10 | 00:45 | 11:25 |
| 25 Feb 2016 | Thu | New York Bar & Grill 8170 | Food Preparation | Kitchen | 11:40 | 21:50 | 10:10 | 01:00 | 09:10 |
| 27 Feb 2016 | Sat | New York Bar & Grill 8170 | Food Preparation | Kitchen | 16:00 | 21:50 | 05:50 | | 05:50 |
| 28 Feb 2016 | Sun | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 14:05 | 04:05 | | 04:05 |
| 29 Feb 2016 | Mon | New York Bar & Grill 8170 | Food Preparation | Kitchen | 09:30 | 16:00 | 06:30 | 00:30 | 06:00 |
| 01 Mar 2016 | Tue | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:05 | 21:50 | 11:45 | 01:00 | 10:45 |
| 02 Mar 2016 | Wed | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 16:00 | 06:00 | | 06:00 |
| 05 Mar 2016 | Sat | New York Bar & Grill 8170 | Food Preparation | Kitchen | 07:05 | 12:00 | 04:55 | | 04:55 |
| 06 Mar 2016 | Sun | New York Bar & Grill 8170 | Food Preparation | Kitchen | 07:00 | 17:00 | 10:00 | 00:30 | 09:30 |
| 09 Mar 2016 | Wed | New York Bar & Grill 8170 | Food Preparation | Kitchen | 09:45 | 22:15 | 12:30 | 00:30 | 12:00 |
| 10 Mar 2016 | Thu | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 22:10 | 12:10 | 00:45 | 11:25 |
| 11 Mar 2016 | Fri | New York Bar & Grill 8170 | Food Preparation | Kitchen | 17:00 | 21:15 | 04:15 | | 04:15 |
| 12 Mar 2016 | Sat | New York Bar & Grill 8170 | Food Preparation | Kitchen | 07:10 | 12:10 | 05:00 | | 05:00 |
| 13 Mar 2016 | Sun | New York Bar & Grill 8170 | Food Preparation | Kitchen | 07:30 | 11:50 | 04:20 | | 04:20 |
| 14 Mar 2016 | Mon | New York Bar & Grill 8170 | Food Preparation | Kitchen | 11:00 | 17:00 | 06:00 | 00:30 | 05:30 |
| 14 Mar 2016 | Mon | New York Bar & Grill 8170 | Food Preparation | Kitchen | 18:00 | 21:15 | 03:15 | | 03:15 |
| 15 Mar 2016 | Tue | New York Bar & Grill 8170 | Food Preparation | Kitchen | 11:00 | 16:30 | 05:30 | | 05:30 |
| 15 Mar 2016 | Tue | New York Bar & Grill 8170 | Food Preparation | Kitchen | 18:00 | 21:30 | 03:30 | | 03:30 |
| 19 Mar 2016 | Sat | New York Bar & Grill 8170 | Food Preparation | Kitchen | 07:30 | 15:00 | 07:30 | 00:30 | 07:00 |
| 20 Mar 2016 | Sun | New York Bar & Grill 8170 | Food Preparation | Kitchen | 07:30 | 12:00 | 04:30 | | 04:30 |
| 21 Mar 2016 | Mon | New York Bar & Grill 8170 | Food Preparation | Kitchen | 17:00 | 21:30 | 04:30 | | 04:30 |
| 22 Mar 2016 | Tue | New York Bar & Grill 8170 | Food Preparation | Kitchen | 12:00 | 21:40 | 09:40 | 00:30 | 09:10 |
| 23 Mar 2016 | Wed | New York Bar & Grill 8170 | Food Preparation | Kitchen | 17:00 | 22:20 | 05:20 | | 05:20 |
| 24 Mar 2016 | Thu | New York Bar & Grill 8170 | Food Preparation | Kitchen | 11:00 | 16:40 | 05:40 | | 05:40 |
| 27 Mar 2016 | Sun | New York Bar & Grill 8170 | Food Preparation | Kitchen | 11:00 | 17:00 | 06:00 | | 06:00 |
| 28 Mar 2016 | Mon | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 23:10 | 13:10 | 01:00 | 12:10 |
| 29 Mar 2016 | Tue | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 21:55 | 11:55 | 00:40 | 11:15 |
| 30 Mar 2016 | Wed | New York Bar & Grill 8170 | Food Preparation | Kitchen | 11:00 | 16:30 | 05:30 | | 05:30 |
| 30 Mar 2016 | Wed | New York Bar & Grill 8170 | Food Preparation | Kitchen | 17:00 | 22:20 | 05:20 | | 05:20 |
| 02 Apr 2016 | Sat | New York Bar & Grill 8170 | Food Preparation | Kitchen | 08:40 | 15:35 | 06:55 | 00:30 | 06:25 |
| 03 Apr 2016 | Sun | New York Bar & Grill 8170 | Food Preparation | Kitchen | 11:00 | 21:30 | 10:30 | 00:30 | 10:00 |
| 05 Apr 2016 | Tue | New York Bar & Grill 8170 | Food Preparation | Kitchen | 11:00 | 22:25 | 11:25 | 00:45 | 10:40 |
| 06 Apr 2016 | Wed | New York Bar & Grill 8170 | Food Preparation | Kitchen | 11:00 | 21:50 | 10:50 | 01:00 | 09:50 |
| 08 Apr 2016 | Fri | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:40 | 15:00 | 04:20 | | 04:20 |
| 09 Apr 2016 | Sat | New York Bar & Grill 8170 | Food Preparation | Kitchen | 09:00 | 14:50 | 05:50 | | 05:50 |
| 10 Apr 2016 | Sun | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 22:15 | 12:15 | 00:45 | 11:30 |
| 12 Apr 2016 | Tue | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 15:00 | 05:00 | | 05:00 |
| 13 Apr 2016 | Wed | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 21:30 | 11:30 | 00:45 | 10:45 |
| 14 Apr 2016 | Thu | New York Bar & Grill 8170 | Food Preparation | Kitchen | 18:00 | 22:30 | 04:30 | | 04:30 |
| 16 Apr 2016 | Sat | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:10 | 16:00 | 05:50 | | 05:50 |
| 16 Apr 2016 | Sat | New York Bar & Grill 8170 | Food Preparation | Kitchen | 17:00 | 22:15 | 05:15 | | 05:15 |
| 17 Apr 2016 | Sun | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 21:55 | 11:55 | 01:00 | 10:55 |
| 19 Apr 2016 | Tue | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 21:45 | 11:45 | 01:00 | 10:45 |
| 21 Apr 2016 | Thu | New York Bar & Grill 8170 | Food Preparation | Kitchen | 16:00 | 22:00 | 06:00 | | 06:00 |
| 23 Apr 2016 | Sat | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 15:00 | 05:00 | | 05:00 |
| 24 Apr 2016 | Sun | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 16:00 | 06:00 | | 06:00 |
| 24 Apr 2016 | Sun | New York Bar & Grill 8170 | Food Preparation | Kitchen | 16:30 | 21:50 | 05:20 | | 05:20 |
| 26 Apr 2016 | Tue | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 16:00 | 06:00 | | 06:00 |
| 27 Apr 2016 | Wed | New York Bar & Grill 8170 | Food Preparation | Kitchen | 15:30 | 22:10 | 06:40 | 00:30 | 06:10 |
| 28 Apr 2016 | Thu | New York Bar & Grill 8170 | Food Preparation | Kitchen | 16:00 | 22:00 | 06:00 | 00:30 | 05:30 |
| 30 Apr 2016 | Sat | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 14:00 | 04:00 | | 04:00 |

ALH Group
Consolidated TimeSheet Report

"A"

16 Nov 2015 to 31 May 2016

By selected Sites, selected Departments, selected Employees

| Date | Day | Site | Department | Role | Pay Start | Pay End | Total Time - | Break Time = | Pay Time |
|----------------------|-----|---------------------------|------------------|---------|-----------|---------|----------------|--------------|---------------|
| Shayne Dennis | | | | | | | | | |
| 01 May 2016 | Sun | New York Bar & Grill 8170 | Food Preparation | Kitchen | 11:00 | 16:00 | 05:00 | | 05:00 |
| 03 May 2016 | Tue | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 16:00 | 06:00 | | 06:00 |
| 04 May 2016 | Wed | New York Bar & Grill 8170 | Food Preparation | Kitchen | 16:00 | 21:15 | 05:15 | | 05:15 |
| 05 May 2016 | Thu | New York Bar & Grill 8170 | Food Preparation | Kitchen | 16:00 | 22:00 | 06:00 | | 06:00 |
| 07 May 2016 | Sat | New York Bar & Grill 8170 | Food Preparation | Kitchen | 16:00 | 22:40 | 06:40 | 00:30 | 06:10 |
| 08 May 2016 | Sun | New York Bar & Grill 8170 | Food Preparation | Kitchen | 07:00 | 15:00 | 08:00 | 00:30 | 07:30 |
| 08 May 2016 | Sun | New York Bar & Grill 8170 | Food Preparation | Kitchen | 16:30 | 22:00 | 05:30 | | 05:30 |
| 10 May 2016 | Tue | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 21:40 | 11:40 | 01:00 | 10:40 |
| 11 May 2016 | Wed | New York Bar & Grill 8170 | Food Preparation | Kitchen | 15:00 | 21:30 | 06:30 | 00:30 | 06:00 |
| 12 May 2016 | Thu | New York Bar & Grill 8170 | Food Preparation | Kitchen | 09:35 | 21:35 | 12:00 | 01:00 | 11:00 |
| 14 May 2016 | Sat | New York Bar & Grill 8170 | Food Preparation | Kitchen | 09:30 | 23:00 | 13:30 | 00:30 | 13:00 |
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| 17 May 2016 | Tue | New York Bar & Grill 8170 | Food Preparation | Kitchen | 10:00 | 21:15 | 11:15 | 00:40 | 10:35 |
| 18 May 2016 | Wed | New York Bar & Grill 8170 | Food Preparation | Kitchen | 09:30 | 14:10 | 04:40 | | 04:40 |
| 21 May 2016 | Sat | New York Bar & Grill 8170 | Food Preparation | Kitchen | 09:30 | 22:30 | 13:00 | 00:40 | 12:20 |
| 22 May 2016 | Sun | New York Bar & Grill 8170 | Food Preparation | Kitchen | 09:35 | 21:20 | 11:45 | 00:35 | 11:10 |
| 23 May 2016 | Mon | New York Bar & Grill 8170 | Food Preparation | Kitchen | 09:00 | 21:30 | 12:30 | 00:30 | 12:00 |
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| 24 May 2016 | Tue | New York Bar & Grill 8170 | Food Preparation | Kitchen | 16:00 | 21:30 | 05:30 | | 05:30 |
| 25 May 2016 | Wed | New York Bar & Grill 8170 | Food Preparation | Kitchen | 09:30 | 14:30 | 05:00 | | 05:00 |
| 25 May 2016 | Wed | New York Bar & Grill 8170 | Food Preparation | Kitchen | 16:00 | 21:30 | 05:30 | | 05:30 |
| 28 May 2016 | Sat | New York Bar & Grill 8170 | Food Preparation | Kitchen | 09:20 | 21:55 | 12:35 | 01:10 | 11:25 |
| 29 May 2016 | Sun | New York Bar & Grill 8170 | Food Preparation | Kitchen | 09:40 | 21:30 | 11:50 | 00:30 | 11:20 |
| 30 May 2016 | Mon | New York Bar & Grill 8170 | Food Preparation | Kitchen | 09:00 | 14:10 | 05:10 | | 05:10 |
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Hospitality Industry (General) Award 2010

Table of Contents

| | |
|--|-----------|
| Part 1—Application and Operation..... | 3 |
| 1. Title | 3 |
| 2. Commencement date | 3 |
| 3. Definitions and interpretation..... | 3 |
| 4. Application | 4 |
| 5. Access to the award..... | 5 |
| 6. The National Employment Standards and this award | 5 |
| 7. Award flexibility | 5 |
| Part 2—Consultation and Dispute Resolution..... | 7 |
| 8. Consultation regarding major workplace change..... | 7 |
| 9. Dispute resolution..... | 7 |
| Part 3—Types of Employment and Termination of Employment..... | 8 |
| 10. Types of employment..... | 8 |
| 11. Part-time employment | 8 |
| 12. Casual employment | 9 |
| 13. Apprentices..... | 10 |
| 14. Junior employees..... | 11 |
| 15. Termination of employment..... | 11 |
| 16. Redundancy | 11 |
| Part 4—Classifications and Minimum Wage Rates..... | 12 |
| 17. Work organisation | 12 |
| 18. Classifications | 13 |
| 19. Minimum weekly wages | 13 |
| 20. Allowances | 18 |
| 21. Supported wage system..... | 20 |
| 22. National training wage | 20 |
| 23. School based apprenticeship | 20 |
| 24. Mixed functions..... | 20 |
| 25. Payment of wages..... | 21 |

Exposure Draft (September 2008): Hospitality Industry (General) Award 2010

| | | |
|---|---|-----------|
| 26. | Annualised salary arrangements | 21 |
| 27. | Superannuation | 22 |
| Part 5—Hours of Work and Related Matters | | 23 |
| 28. | Ordinary hours of work..... | 23 |
| 29. | Rostering | 25 |
| 30. | Breaks | 26 |
| 31. | Penalty rates | 26 |
| 32. | Casual rates and penalties | 27 |
| 33. | Overtime | 28 |
| Part 6—Leave and Public Holidays | | 29 |
| 34. | Annual leave | 29 |
| 35. | Personal/carer’s leave and compassionate leave | 29 |
| 36. | Public holidays..... | 30 |
| Part 7—Industry Specific Provisions | | 30 |
| 37. | No deduction for breakages or cashiering underings..... | 30 |
| 38. | Provision of employee accommodation and meals..... | 30 |
| Schedule A—Classification Definitions..... | | 34 |
| Schedule B—Supported Wage System..... | | 45 |
| Schedule C—School Based Apprenticeship..... | | 46 |

Part 1—Application and Operation

1. Title

This award is the *Hospitality Industry (General) Award 2010*.

2. Commencement date

This award commences on 1 January 2010.

3. Definitions and interpretation

3.1 In this award, unless the contrary intention appears:

Act means the *Workplace Relations Act 1996* (Cth).

Appropriate level of training, except in relation to Casino gaming means:

- completion of a training course accredited by the Australian Hospitality Review Panel and deemed suitable according to guidelines issued through Tourism Training Australia for that particular classification;
- that the employee's skills have been assessed to be at least the equivalent of those attained through the suitable course as described in this definition, with the assessment to be undertaken by a qualified skills assessor.

Casino means a gaming establishment holding a casino license under relevant State or Territory legislation.

Commission means the Australian Industrial Relations Commission or its successor.

Double time means double the ordinary hourly rate.

Employee has the meaning in the Act.

Employer has the meaning in the Act.

Enterprise award has the meaning in the Act.

Liquor service employee means a person employed to sell or dispense liquor in bars and/or bottle departments or shops and includes a cellar employee.

NES means National Employment Standards.

Relevant apprenticeship legislation means any awards and/or regulations made by any State Apprenticeship Authority.

Resort means an establishment providing hotel services, accommodation, food and beverage with access to recreation facilities for guests, and includes an offshore island resort.

Restaurant includes reception centres and nightclubs.

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

Spread of hours means the period of time elapsing from the time an employee commences duty to the time the employee ceases duty within any period of 24 hours.

Standard rate means the minimum wage for a level 4 rate (Cook Grade 3, tradesperson) in clause 19.1.

3.2 Where this award refers to a condition of employment provided for in the NES the NES definition applies.

4. Application

4.1 This industry award applies throughout Australia to employers engaged in the hospitality industry, in relation to employees in the classifications within Schedule A and to those employees to the exclusion of any other modern award. However, the award does not apply to an employee excluded from award coverage by the Act.

4.2 The award is binding on employers and employees to whom it applies but does not bind an employer who is bound by an enterprise award in respect of an employee to whom the enterprise award applies.

4.3 Where an employer is engaged in more than one industry to which an industry award applies an employee of that employer will be deemed to be in the classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work, regardless of the industry award in which the classification appears.

4.4 For the purpose of clause 4.1, **hospitality industry** includes hotels; motor inns and motels; boarding establishments; condominiums and establishments of a like nature; health or recreational farms; private hotels, guest houses, serviced apartments; caravan parks; ski lodges; holiday flats or units, ranches or farms; hostels, or any other type of residential or tourist accommodation; wine saloons, wine bars or taverns; resorts; caterers, restaurants; casinos; and function areas and convention or like facilities operating in association with the aforementioned.

4.5 To avoid doubt, for the purposes of clause 4.1, hospitality industry does not include:

- (a) Clubs registered or recognised under State or Territory legislation;
- (b) The staging of events at horse and greyhound racing venues;
- (c) Boarding schools;
- (d) Residential colleges;
- (e) Hospitals;
- (f) Industrial schools;
- (g) Orphanages;

Exposure Draft (September 2008): Hospitality Industry (General) Award 2010

- (h) Contract cleaning, contract security, contract gardening or contract maintenance provided by an external provider, whose primary business falls outside the hospitality operation;
- (i) Businesses primarily concerned with the sale of petroleum or mixed functions involving the sale of petroleum;
- (j) Any council, county council, municipal council, shire, shire council or local government body as defined by the *Local Government Act 1993* (NSW); the *Local Government Act 1989* (Vic); the *Local Government Act 1993* (Qld); the *Local Government Act 1995* (WA); the *Local Government Act 1999* (SA); the *Local Government Act 1993* (Tas); and the *Local Government Act 2008* (NT);
- (k) In-flight catering for airlines;
- (l) Contract cleaning undertaken by companies not operating exclusively in the hospitality industry; and
- (m) Off-shore island resorts.

5. Access to the award

The employer must ensure that a copy of this award is accessible to all employees to whom it applies either on a noticeboard which is conveniently located at or near the workplace or through electronic means.

6. The National Employment Standards and this award

The [NES](#) and this award combine to form the minimum conditions of employment for employees covered by this award.

7. Award flexibility

7.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

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

7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.

- 7.3** The agreement between the employer and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
 - (b) not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment.
- 7.4** For the purposes of clause 7.3(b) the agreement will be taken not to disadvantage the individual employee in relation to the individual employee's terms and conditions of employment if:
- (a) the agreement does not result, on balance, in a reduction in the overall terms and conditions of employment of the individual employee under this award and any applicable agreement made under the Act, as those instruments applied as at the date the agreement commences to operate; and
 - (b) the agreement does not result in a reduction in the terms and conditions of employment of the individual employee under any other relevant laws of the Commonwealth or any relevant laws of a State or Territory.
- 7.5** The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (b) state each term of this award that the employer and the individual employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - (d) detail how the agreement does not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 7.6** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.7** The agreement may be terminated:
- (a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee.
- 7.8** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

Part 2—Consultation and Dispute Resolution

8. Consultation regarding major workplace change

8.1 Employer to notify

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organization, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representative or representatives, if any.
- (b) **Significant effects** include 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, promotion 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 this award makes provision for alteration of any of the matters referred to herein an alteration is deemed not to have significant effect.

8.2 Employer to discuss change

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1(b), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1(b).
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, 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 no employer is required to disclose confidential information the disclosure of which would be contrary to the interests of the employer.

9. Dispute resolution

- 9.1 In the event of a dispute in relation to a matter arising under this award, or the NES, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate

- 9.2** If a dispute in relation to a matter arising under this award or the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Commission.
- 9.3** The parties may agree on the process to be utilised by the Commission including mediation, conciliation and consent arbitration.
- 9.4** Where the matter in dispute remains unresolved the Commission may exercise any method of dispute resolution permitted by the Act which it considers appropriate to ensure the settlement of the dispute.
- 9.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 9.6** While the dispute resolution procedure is being conducted work must continue normally unless an employee has a reasonable concern about an imminent risk to their health or safety. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform other available work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Part 3—Types of Employment and Termination of Employment

10. Types of employment

- 10.1** Employees under this award will be employed in one of the following categories:
- (a) full-time employees; or
 - (b) part-time employees; or
 - (c) casual employees.
- 10.2** At the time of engagement an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time or casual.

11. Part-time employment

- 11.1** An employer may employ part-time employees in any classification in this award.
- 11.2** A part-time employee is an employee who:
- (a) works less than full-time hours of 38 per week; and
 - (b) has reasonably predictable hours of work; and
 - (c) receives, on a pro-rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- 11.3** At the time of engagement the employer and the part-time employee will agree in writing, on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.

- 11.4** Any agreed variation to the regular pattern of work will be recorded in writing.
- 11.5** An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.
- 11.6** An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 12—Casual employment.
- 11.7** All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates prescribed in clause 33—Overtime.
- 11.8** A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed in clause 19—Minimum weekly wages for the work performed.

12. Casual employment

- 12.1** A casual employee is an employee engaged as such and must be paid casual loadings as provided for in clause 32—Casual rates and penalties.
- 12.2** A casual employees must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.
- 12.3** On each occasion a casual employee is required to attend work they are entitled to a minimum payment for two hours work.
- 12.4** An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in Subdivisions B and C of Division 6 of the NES. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

12.5 Conversion to full-time or part-time employment

- (a)** This clause only applies to a regular casual employee.
- (b)** A regular casual employee means a casual employee who is employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months.
- (c)** A regular casual employee who has been engaged by a particular employer for at least 12 months, may elect (subject to the provisions of this clause) to have their contract of employment converted to full-time or part-time employment.
- (d)** An employee who has worked at the rate of an average of 38 or more hours a week in the period of 12 months casual employment may elect to have their employment converted to full-time employment.
- (e)** An employee who has worked at the rate of an average less than 38 hours a week in the period of 12 months casual employment may elect to have their employment converted to part-time employment.
- (f)** Where a casual employee seeks to convert to full-time or part-time employment, the employer may consent to or refuse the election, 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.
- (g) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and agree upon: the form of employment to which the employee will convert—that is, full-time or part-time employment; and if it is agreed that the employee will become a part-time employee, the matters referred to in clause 11—Part-time employment.
- (h) The date from which the conversion will take effect is the commencement of the next pay cycle following such agreement being reached unless otherwise agreed.
- (i) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (j) An employee must not be engaged and/or re-engaged (which includes a refusal to re-engage) to avoid any obligation under this award.
- (k) Nothing in this clause obliges a casual employee to convert to full-time or part-time employment, nor permits an employer to require a casual employee to so convert.
- (l) Nothing in this clause requires the employer to convert the employment of a regular casual employee to full-time or part-time employment if the employee has not worked for 12 months or more in a particular establishment or in a particular classification stream.
- (m) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.

13. Apprentices

13.1 Apprentices will be engaged in accordance with relevant apprenticeship legislation and be paid in accordance with clause 19.4.

13.2 An apprentice under the age of 18 years must not, without their consent, be required to work overtime or shift work.

14. Junior employees

- 14.1** Junior employees will be paid in accordance with clause 19.5.
- 14.2** Junior employees, on reaching the age of 18 years, may be employed in the bar or other places where liquor is sold. Junior employees working as liquor service employees must be paid at the adult rate of pay in clause 19.1 for the work being performed.
- 14.3** An employer may at any time demand the production of a birth certificate or other satisfactory proof for the purpose of ascertaining the correct age of a junior employee. If a birth certificate is required, the cost of it must be borne by the employer.
- 14.4** No employee under the age of 18 years will be required to work more than 10 hours in a shift.

15. Termination of employment

- 15.1** Notice of termination is provided for in the NES.

15.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the notice specified in the preceding clause the employer has the right to withhold pay to a maximum amount equal to the amount the employee would have received under the terms of the NES.

15.3 Job search entitlement

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

16. Redundancy

- 16.1** Redundancy pay is provided for in the NES, mainly in Subdivision B—Redundancy pay of Division 10.

- 16.2** In this clause **small employer** means an employer to whom Subdivision B—Redundancy pay of Division 10 of the NES does not apply because of the provisions of s.62(1)(b) of the NES.

16.3 Redundancy pay—employees of a small employer

Despite the terms of s.62(1)(b) of the NES, the remaining provisions of Subdivision B—Redundancy pay of the NES apply in relation to an employee of a small employer as defined in 16.2 above except that the amount of redundancy pay to which such an employee may be entitled, in respect of continuous service from 1 January 2010, will be calculated in accordance with the following table:

| Period of continuous service | Severance pay |
|--|----------------------|
| Less than 1 year | Nil |
| At least 1 year but less than 2 years | 4 weeks' pay |
| At least 2 years but less than 3 years | 6 weeks' pay |
| At least 3 years but less than 4 years | 7 weeks' pay |
| At least 4 years and over | 8 weeks' pay |

16.4 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may at the employer's option, make payment instead of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

16.5 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee will be entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but will not be entitled to payment instead of notice.

16.6 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy will 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 will, at the request of the employer, be required to produce proof of attendance at an interview or they will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) This entitlement applies instead of clause 15.3.

Part 4—Classifications and Minimum Wage Rates

17. Work organisation

Employees must undertake duties as directed within the limits of their competence and may undertake duties across the different streams contained in the classification definitions in Schedule A.

18. Classifications

The definitions of the classification levels in clause 19—Minimum weekly wages, are contained in Schedule A.

19. Minimum weekly wages

19.1 General

An adult employee within a level specified in the following table (other than an apprentice or an employee in respect of whom a certificate under s.123 of the Act is in force) will be paid not less than the rate per week assigned to the classification, as defined in Schedule A, for the area in which such employee is working. An employee's rate of pay is inclusive of the award rate set out in this clause and the additional allowance for a fork lift driver set out in clause 20.2(a).

| Level | Classification | Minimum weekly wage \$ |
|-------------------------------------|--------------------------------------|---------------------------|
| Introductory | | 543.90 |
| Level 1 | Food and beverage attendant grade 1 | 560.50 |
| | Kitchen attendant grade 1 | |
| | Guest service grade 1 | |
| Level 2 | Food and beverage attendant grade 2 | 583.00 |
| | Cook grade 1 | |
| | Kitchen attendant grade 2 | |
| | Clerical grade 1 | |
| | Front office Grade 1 | |
| | Storeperson grade 1 | |
| | Door person/security officer grade 1 | |
| | Leisure attendant grade 1 | |
| | Guest service grade 2 | |
| | Level 3 | |
| Cook grade 2 | | |
| Kitchen attendant grade 3 | | |
| Clerical grade 2 | | |
| Guest service grade 3 | | |
| Front office grade 2 | | |
| Storeperson grade 2 | | |
| Timekeeper/security officer grade 2 | | |
| Handyperson | | |
| Leisure attendant grade 2 | | |
| Fork lift driver | | |

Exposure Draft (September 2008): Hospitality Industry (General) Award 2010

| Level | Classification | Minimum weekly wage \$ |
|--------------|---|-----------------------------------|
| Level 4 | Clerical grade 3 Storeperson grade 3 Leisure attendant grade 3 Food and beverage attendant grade 4 (tradesperson) Cook grade 3 (tradesperson) Guest service grade 4 Front office grade 3 | 637.60 |
| Level 5 | Food and beverage supervisor Cook grade 4 (tradesperson) Guest service supervisor Clerical supervisor Front office supervisor | 679.30 |
| Level 6 | Cook grade 5 (tradesperson) | 698.20 |

19.2 Managerial staff—hotels

- (a) The minimum annual salary payable to employees within the Managerial staff—hotels classification level within Schedule A, will be \$33,369 per annum.
- (b) Salaries absorption: Employees within the Manager classification level within 19.2(a), who are in receipt of a salary of 25% in excess of the minimum annual salary rate of \$33,369 per annum (in receipt of a salary of at least \$41,711 per annum) will not be entitled to the benefit of the terms and conditions within the following clauses:
- clause 11—Part-time employees;
 - clause 20.1(b)—Clothing equipment and tools;
 - clause 20.1(c)—Vehicle allowance;
 - clause 28—Ordinary hours of work;
 - clause 30—Breaks;
 - clause 33—Overtime;
 - clause 34.2—Payment for annual leave; and
 - clause 38—Provision of employee accommodation and meals.
- (c) An employee being paid according to clause 19.2(b) will be entitled to a minimum of eight days off per four week cycle. Further, where an employee is being paid according to clause 19.2(b) and works a public holiday the employee will be entitled to a day off for each public holiday worked.
- (d) For the purpose of calculating the weekly equivalent of the annual salary rates prescribed by this clause, the divisor of 52 will be used and the resultant

Exposure Draft (September 2008): Hospitality Industry (General) Award 2010

amount will be taken to the nearest 10 cents. All calculations required to be made under this award for the purpose of determining hourly amounts payable to an employee will be calculated on the weekly equivalent of the annual salary.

19.3 Casino gaming classifications

An adult employee of a classification specified in the table hereunder must be paid not less than the rate per week assigned to the classification, as defined in the Casino Gaming Stream within Schedule A, for the work on which the employee is engaged:

| Level and relativity | Classification | Minimum weekly rate \$ |
|-----------------------------|---|----------------------------------|
| Introductory | | 560.50 |
| Level 1 | Casino electronic gaming employee grade 1 | 596.00 |
| Level 2 | Casino electronic gaming employee grade 2 Gaming finance employee grade 1 Customer liaison officer Casino equipment technician grade 1 Casino table gaming employee grade 1 | 616.70 |
| Level 3 | Casino equipment technician grade 2 Gaming finance employee grade 2 Security officer grade 1 | 637.60 |
| Level 3A | Casino table gaming employee grade 2 | 668.90 |
| Level 4 | Gaming finance employee grade 3 Casino equipment technician grade 3 Security officer grade 2 | 679.30 |
| Level 5 | Gaming finance employee grade 4 Casino table gaming employee grade 3 | 700.20 |
| Level 6 | Surveillance operator Gaming finance employee grade 5 Casino table gaming employee grade 4 | 721.00 |

19.4 Apprentice wages

- (a) All percentages prescribed in this clause will be calculated to the nearest 10 cents. Any broken part of 10 cents in the result being less than five cents will be disregarded—five cents and over will go to the higher 10 cents.
- (b) **Cooking apprenticeship**
- (i) Any person completing a full apprenticeship for cooking must not be paid less than the standard rate.
- (ii) An employee apprenticed in the cooking trade will be paid the percentage of the standard rate, as follows:
- First Year: 55%;
 - Second Year: 65%;
 - Third Year: 80%; and
 - Fourth Year: 95%.
- (c) **Waiting Apprenticeship**
- (i) Any person completing a full apprenticeship as a qualified tradesperson will be paid not less than the standard rate.
- (ii) An employee apprenticed in the waiting trade will be paid the standard rate, or the wage as otherwise prescribed, as follows:
- First six months: 70%;
 - Second six months: 85%;
 - Third six months: Midway between the total rate prescribed for food and beverage attendant grade 2 (waiter) in clause 19.1 and the standard rate; and
 - Fourth six months: Midway between the total rate prescribed for third six months, above, and the standard rate.
- (d) **Proficiency Payments—cooking trade**
- (i) Application: Proficiency pay as set out in clause 19.4(d)(ii) hereof will apply to apprentices who have successfully completed their schooling in a given year.
- (ii) Payments: Apprentices must receive the standard rate during the latter half of the fourth year of the apprenticeship where the standard of proficiency has been attained on one, two or three occasions on the following basis:
- (1) one occasion only:
- for the first nine months of the fourth year of apprenticeship, the normal fourth year rate of pay;
 - thereafter, the standard rate.

Exposure Draft (September 2008): Hospitality Industry (General) Award 2010

- (2) on two occasions:
 - for the first six months of the fourth year of apprenticeship, the normal fourth year rate of pay;
 - thereafter, the standard rate.
- (3) on all three occasions:
 - for the entire fourth year, the standard rate.

(e) Proficiency—waiting trade

- (i) Application: Proficiency pay as set out in clause 19.4(e)(ii) hereof will apply to level 2 apprentices who have successfully completed their schooling in the first year.
- (ii) Payments: Apprentices who have attained the standard of proficiency in their first year must receive the standard rate during the latter half of the second year of apprenticeship.

19.5 Juniors

(a) Junior employees (other than office juniors)

The minimum rates of wages for junior employees are the undermentioned percentages of the rates prescribed for the appropriate adult classification for the work performed for the area in which such junior is working:

| Age | % |
|--------------------|-----------------|
| 17 years and under | 70 |
| 18 years | 80 |
| 19 years | 90 |
| 20 years | Full adult rate |

(b) Junior office employees

The minimum rates of wages for junior office employees are the undermentioned percentages of rates prescribed for the grade in which they are working:

| Age | % |
|-----------------|-----------------|
| Under 16 years: | 50 |
| 16 years | 60 |
| 17 years | 70 |
| 18 years | 80 |
| 19 years | 90 |
| 20 years | Full adult rate |

20. Allowances

20.1 Expenses incurred in the course of employment

(a) Meal allowance

- (i)** An employee required to work overtime for more than two hours without being notified on the previous day or earlier that they will be so required to work must either be supplied with a meal by the employer or paid an allowance equal to 1.5% of the standard rate.
- (ii)** If an employee pursuant to notice has provided a meal and is not required to work overtime or is required to work less than the amount advised, they must be paid as above prescribed for the meal which they have provided but which is surplus.

(b) Clothing equipment and tools

- (i)** Where a cook is required to use their own tools, the employer must pay an allowance of \$1.55 per day or part thereof up to a maximum of \$7.60 per week.

[NOTE; This allowance appears out of date. It is intended that it be brought up to date and converted to a percentage of the standard rate.]

- (ii)** Where the employer requires an employee to wear any special clothing such as coats, dresses, caps, aprons, cuffs and any other articles of clothing, the employer must reimburse the employee for the cost of purchasing such special clothing. The provisions of this clause do not apply where the special clothing is paid for by the employer.
- (iii)** Where the employee is responsible for laundering the special clothing the employer must reimburse the employee for the demonstrated costs of laundering it.
- (iv)** The employer and the employee may agree on an arrangement under which the employee will wash and iron the special clothing for an agreed sum of money to be paid by the employer to the employee each week.
- (v)** Black and white attire (not being dinner suit or evening dress), shoes, hose and/or socks are not special clothing.
- (vi)** Where it is necessary that an employee wear waterproof or other protective clothing such as waterproof boots, aprons, or gloves, the employer must reimburse the employee for the cost of purchasing such clothing. The provisions of this clause do not apply where the special clothing is supplied to the employee at the employer's expense. Where protective clothing is supplied without cost to the employee, it will remain the property of the employer.
- (vii)** An employer may require an employee on commencing employment to sign a receipt for item/s of uniform and property. This receipt must list the item/s of uniform and property and the value of them. If, when an employee ceases employment, the employee does not return the item/s of uniform and property (or any of them) in accordance with the receipt, the

employer will be entitled to deduct the value as stated on the receipt from the employee's wages.

(viii) In the case of genuine wear and tear, damage, loss or theft that is not the employee's fault the provisions of clause 20.1(b)(vii) will not apply.

(ix) Where the employer requires an employee to provide and use any towels, tools, ropes, brushes, knives, choppers, implements, utensils and materials, the employer must reimburse the employee for the cost of purchasing such equipment. The provisions of this clause will not apply where the employer supplies such items without cost to the employee.

(c) Vehicle allowance

An employee within the Managerial staff—hotels classification level within Schedule A who is required by their employer to use their own vehicle in or in connection with the official business of the employer must be paid an allowance of 59.5 cents each kilometre of authorised travel. An employer may require an employee to record full details of all such official travel requirements in a log book as a pre-condition for the employee qualifying for the allowance.

[NOTE; This allowance appears out of date. It is intended that it be brought up to date and converted to a percentage of the standard rate.]

(d) Working late

When an employer requires an employee to work until it is too late to travel by their normal method of transport home the employer must pay the cost of transport for the employee to get home. This clause does not apply where the employer provides accommodation for the employee for the night free of charge or provides transport for the employee to get home.

(e) Working early

When an employer requires an employee to start work before their normal starting time and before their normal method of transport to work is available the employer must pay the cost of transport for the employee to get to work. This clause does not apply where the employer provides transport for the employee to get to work.

(f) Working away from usual place of work

This clause applies where an employer requires an employee other than a casual to work at a place more than 80 kilometres from the employee's usual place of work. In these circumstances the employer must pay the employee an amount equal to the cost of fares reasonably spent by the employee in travelling from the employee's usual place of work to the new place of work. However the employer may recover any amount paid to an employee under this clause if the employee concerned leaves their employment or is dismissed for misconduct within three months of receiving such a payment.

20.2 Allowances for responsibilities or skills that are not taken into account in rates of pay

(a) Fork lift driver

In addition to the wage rates set out in clause 19.1, a fork lift driver must be paid an additional allowance, per week, equal to 1.5% of the standard rate for all purposes.

(b) First aid allowance

An employee who has undertaken a first aid course and who is the holder of a current recognised first aid qualification such as a certificate from the St. John's Ambulance or similar body must be paid an allowance, per week, equal to 1.2% of the standard rate if they are appointed by the employer to perform first aid duty.

20.3 Allowance for disabilities associated with the performance of particular tasks or work in particular conditions or locations

Broken periods of work

Employees other than casuals who have a broken work day must receive an additional allowance for a spread of hours as prescribed in clause 28—Ordinary hours of work, as follows:

- Two hours over the hours worked in a day and up to three hours—an allowance equal to 0.33% of the standard rate.
- Three hours over the hours worked—an allowance, per week, equal to 0.5% of the standard rate.

21. Supported wage system

This award makes provision for the supported wage system in Schedule B.

22. National training wage

This provision will be attached as a schedule to this award.

23. School based apprenticeship

This award makes provision for school based apprenticeships in [Schedule C](#).

24. Mixed functions

24.1 Except for food and beverage attendant grade 2 and 3 as defined in [Schedule A](#), an employee engaged for two or more hours of one day on duties carrying a higher rate than their ordinary classification must be paid the higher rate for such day. If for less than two hours the employee must be paid the higher rate for the time so worked.

24.2 A higher paid employee will, when necessary, temporarily relieve a lower paid employee without loss of pay.

25. Payment of wages

- 25.1** Except upon the termination of employment all wages including overtime must be paid on any day other than Friday, Saturday or Sunday in each week. However, by agreement between the employer and the majority of employees in the workplace, in a week where a holiday occurs payment of wages may be made on Friday.
- 25.2** By agreement between the employer and the employee wages may be paid either weekly or fortnightly by one of the following means:
- cash;
 - cheque; or
 - payment into employee's bank account by electronic funds transfer, without cost to the employee.
- 25.3** However, an employer may pay an employee weekly by cash without consultation.
- 25.4** Employees who are paid their wages at any time other than during their working time, will, if kept waiting more than 15 minutes, be paid overtime rates for all such waiting time.
- 25.5** Employees who are not paid by electronic funds transfer whose rostered day off falls on pay day must be paid their wages, if they so desire, before going off duty on the working day prior to their day off.

26. Annualised salary arrangements

- 26.1** As an alternative to being paid by the week according to clause 19—Minimum weekly wages, by agreement between the employer and the employee an employee can be paid at a rate equivalent to an annual salary of at least 25% or more above the rate prescribed in clause 19—Minimum weekly wages, times 52 for the work being performed. In such circumstances, and despite clause 25.2, an employer paying an employee according to this clause may elect to pay the employee monthly.
- 26.2** An agreement provided for in clause 26.1 will have regard to the pattern of work in the employee's occupation, industry or enterprise but must not disadvantage the employee involved. The employer and the individual employee must genuinely make the agreement without coercion or duress.
- 26.3** An agreement provided for in clause 26.1 will, unless the parties otherwise agree, relieve the employer of the requirements under clauses 31—Penalty rates and 33—Overtime (or other award clauses prescribing monetary entitlements, as specified in the agreement) to pay penalty rates and/or overtime (or other specified award-derived monetary entitlements) that the employer would otherwise be obliged to pay in addition to the weekly award wage for the work performed and the hours worked by the employee, provided that the salary paid over a year was sufficient to cover what the employee would have been entitled to if all award overtime and penalty rate payment obligations (and other monetary entitlements specified in the agreement) had been complied with.
- 26.4** Provided further in the event of termination of employment prior to completion of a year the salary paid during such period of employment will be sufficient to cover

what the employee would have been entitled to if all award overtime and penalty rate payment obligations had been complied with.

26.5 An employee being paid according to this clause will be entitled to a minimum of eight days off per four week cycle. If such an employee is required to work on a public holiday, they are entitled to a day off in lieu or a day added to their annual leave entitlement.

26.6 Where payment in accordance with this clause is adopted, the employer must keep a daily record of the hours worked by an employee which will show the date and start and finish times of the employee for the day. The record must be countersigned weekly by the employee and must be kept at the place of employment for a period of at least six years.

27. Superannuation

27.1 Superannuation legislation

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

(b) The rights and obligations in these clauses supplement those in superannuation legislation.

27.2 Employer contributions

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

27.3 Voluntary employee contributions

(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 27.2.

(b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.

(c) The employer must pay the amount authorised under paragraph clauses 27.3(a) or 27.3(b) at the same time as the employer makes the superannuation contributions provided for in clause 27.2.

27.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 27.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 27.2 and pay the amount authorised under clauses 27.3(a) and 27.3(b) to one of the following superannuation funds:

- (a) The Hospitality Industry Portable Liquor Union Superannuation Trust Deed (HOST-PLUS);
- (b) HOST-PLUS Queensland Trust Deed; or
- (c) any other fund which complies with the *Superannuation Industry (Supervision) Act 1993* as amended from time to time to which an employer was contributing, in compliance with a superseded award, before 12 September 2008.

27.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 27.2 and pay the amount authorised under clauses 27.3(a) and 27.3(b).

(a) Paid leave

While the employee is on any paid leave.

(b) Work related injury or illness

For the period of absence from work (subject to a maximum of 52 weeks in total) of the employee due to work related injury or work related illness provided that:

- (i) the employee is receiving workers' compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements; and
- (ii) the employee remains employed by the employer.

Part 5—Hours of Work and Related Matters

28. Ordinary hours of work

28.1 The hours of work of a full-time employee are an average of 38 per week.

28.2 The average of 38 hours per week is to be worked in one of the following ways:

- a 19 day month, of eight hours per day;
- four days of eight hours and one of six hours;
- four days of nine and a half hours per day;
- five days of seven hours and 36 minutes per day;

Exposure Draft (September 2008): Hospitality Industry (General) Award 2010

- 152 hours per each four week period with a minimum of eight days off per each four week period;
- 160 hours per each four week period with a minimum of eight days off per each four week period plus a rostered day off;
- any combination of the above.

28.3 Subject to clause 28.1, the arrangement for working the average of 38 hours per week is to be agreed between the employer and the employee from the alternatives in clause 28.2.

28.4 Subject to clause 28.1, the agreed hours of work arrangement must meet the following conditions:

- (a) A minimum of six hours and a maximum of 11 and a half hours may be worked on any one day. The daily minimum and maximum hours are exclusive of meal break intervals.
- (b) An employee cannot be rostered to work for more than 10 hours per day on more than three consecutive days without a break of at least 48 hours.
- (c) No more than eight days of more than 10 hours may be worked in a four week period.
- (d) An employee must be given a minimum break of 10 hours between the finish of ordinary hours of work on one day and the commencement of ordinary hours of work on the next day. In the case of a changeover of rosters the minimum break must be eight hours.

28.5 Where the hours of work arrangement provides for 160 hours per four week period with a rostered day off:

- (a) No employee is to work more than 10 days in a row without a rostered day off.
- (b) Where practicable the rostered day off must be contiguous with an employee's normal days off.
- (c) Rostered days may be banked, up to a maximum of five days.
- (d) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (e) If a rostered day off falls on a public holiday then, where practicable, the next day is to be taken as the rostered day off.

28.6 The entitlement to a rostered day off on full pay is subject to the following:

- (a) each day of paid leave, except annual leave and long service leave, and any public holiday occurring during the four week cycle must be regarded as a day worked for accrual purposes; and
- (b) an employee who has not worked a complete four week cycle in order to accrue a rostered day off must be paid a pro-rata amount for credits accrued for each day worked in the cycle. The pro-rata amount is 24 minutes pay for each eight hour day worked.

28.7 Where the hours of work arrangement provides for 152 hours per each four week period:

- (a) No employee is to work more than 10 days in a row without a rostered day off;
- (b) Where an employee works more than 20 days per each four week period, the 21st and any subsequent days worked in the four week period must be paid at the rates prescribed in clause 33—Overtime.

28.8 Make-up time

- (a) Make-up time means an arrangement under which an employee takes time off during their ordinary hours of work and makes up that time later. The employer and a majority of employees in a workplace may agree to introduce make-up time subject to the following conditions:
 - (i) An employer which intends to introduce make-up time will consult with its employees and their representatives.
 - (ii) After the employer and a majority of employees have agreed to introduce make-up time an employee may elect, with the consent of their employer, to work make-up time.
- (b) Make-up time arrangements must comply with the conditions set out in clauses 30—Breaks and 31—Penalty rates.
- (c) The employer must record make-up time arrangements in the time and wages records.

28.9 Spread of hours

Where broken shifts are worked the spread of hours can be no greater than 12 hours per day.

28.10 Minimum break between shift

The roster for all employees other than casuals will provide for a minimum 10 hour break between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day. In the case of changeover of rosters, eight hours will be substituted for 10 hours.

29. Rostering

29.1 A roster for full-time and part-time employees showing normal starting and finishing times and the name of each employee must be prepared by the employer and must be posted in a conspicuous place accessible to the employees concerned.

29.2 The roster will be alterable by mutual consent at any time or by amendment of the roster on seven days' notice. Where practicable two weeks' notice of rostered day or days off should be given provided that the days off may be changed by mutual consent or through sickness or other cause over which the employer has no control.

30. Breaks

- 30.1** If an employee, including a casual employee, is required to work for five or more hours in a day they must be given an unpaid meal break of no less than 30 minutes. The break must be given no earlier than one hour after starting work and no later than six hours after starting work.
- 30.2** If the unpaid meal break is rostered to be taken after five hours of starting work, the employee must be given an additional 20 minute paid meal break. The employer must allow the employee to take this additional meal break no earlier than two hours after starting work and no later than five hours after starting work.
- 30.3** If an employee is not given the unpaid meal break at the time the employer has told them it will be given, the employer must pay the employee an extra hourly or part thereof payment at the rate of 50% of the ordinary hourly rate from the time the meal break was to commence until either the meal break is given or the shift ends.
- 30.4** If clause 30.3 does not apply and an employee is not given a meal break in accordance with clause 30.1 the employer must pay the employee an extra hourly or part thereof payment at the rate of 50% of the ordinary hourly rate from the end of six hours until either the meal break is given or the shift ends.
- 30.5** If an employee is required to work more than five hours after they are given the unpaid meal break, they must be given an additional 20 minute paid break.
- 30.6** If a full-time or part-time employee is required to work more than 10 ordinary hours in the day, they will be given two additional 20 minute paid breaks. In rostering for these breaks, the employer must make all reasonable efforts to ensure an even mix of work time and breaks.
- 30.7** If an employee is required to work more than two hours' overtime after completion of the employee's rostered hours, they must be given an additional 20 minute paid break.

31. Penalty rates

31.1 Weekend penalty rates

All employees other than casuals are entitled to the following weekend penalty rates:

- (a) for all ordinary time worked between midnight Friday and midnight Saturday—time and a quarter; and
- (b) for all ordinary time worked between midnight Saturday and midnight Sunday—time and three quarters.

31.2 Public holidays

All time worked by an employee other than a casual on a public holiday must be paid for at the rate of 250% for the hours worked, with a minimum of four hours additional pay. Alternatively, such employees who worked on a prescribed holiday may, by agreement, perform such work at ordinary rates plus 50% additional in that week provided that equivalent paid time is added to the employee's annual leave or one day in lieu of such public holiday will be allowed to the employee during the

Exposure Draft (September 2008): Hospitality Industry (General) Award 2010

week in which such holiday falls. Provided that such holiday may be allowed to the employee within 28 days of such holiday falling due.

All time worked by an employee other than a casual on Christmas Day when it falls on a weekend must be paid an additional loading of 50% of their ordinary time rate for the hours worked on that day and will also be entitled to the benefit of a substitute day.

31.3 Other penalty

(a) Any employee who is required to work any of their ordinary hours between the hours of 7.00 p.m. and midnight Monday to Friday inclusive will be paid an additional amount, calculated as follows:

- 0.25% of the standard rate per hour or any part of an hour for such time worked within the said hours.

(b) Any employee who is required to work any of their ordinary hours between midnight and 7.00 a.m. Monday to Friday inclusive will be paid an additional amount, calculated as follows:

- 0.35% of the standard rate per hour or any part of an hour for such time worked within the said hours.

31.4 Penalty rates not cumulative

Except as provided in clause 30—Breaks, where time worked is required to be paid for at more than the ordinary rate such time will not be subject to more than one penalty, but will be subject to that penalty which is to the employee's greatest advantage.

32. Casual rates and penalties

32.1 Rates of pay for casual employees

Casual employees must be paid per hour at the rate of 1/38th of the weekly rate prescribed for the work performed plus the appropriate under-mentioned addition to that rate.

(a) For work on Monday to Friday:

(i) 25% for work between the hours of 7.00 a.m. and 7.00 p.m.

(ii) Any employee who is required to work any of their ordinary hours between the hours of 7.00 p.m. and midnight Monday to Friday inclusive will be paid an additional amount, calculated as follows:

- 0.25% of the standard rate per hour or any part of an hour for such time worked within the said hours.

(iii) Any employee who is required to work any of their ordinary hours between midnight and 7.00 a.m. Monday to Friday inclusive will be paid an additional amount, calculated as follows:

- 0.35% of the standard rate per hour or any part of an hour for such time worked within the said hours.

- (b) For work on a Saturday—50%.
- (c) For work on a Sunday—75%.
- (d) For work on a public holiday—175%.

32.2 A casual employee must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.

32.3 On each occasion a casual employee is required to attend work they are entitled to a minimum payment for two hours work.

32.4 No employee under the age of 18 years will be required to work more than 10 hours in a shift.

33. Overtime

33.1 Reasonable overtime

- (a) Subject to clause 33.1(b) an employer may require an employee—other than a casual employee—to work reasonable overtime at overtime rates.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and
 - (v) any other relevant matter.

33.2 Entitlement to overtime rates

- (a) A full-time employee is paid at overtime rates for any work done outside of the hours set out in clause 28—Ordinary hours of work.
- (b) A part-time employee is paid at overtime rates in the circumstances specified in clause 11.7.

33.3 Overtime rates

- (a) The following overtime rates are payable to an employee, depending on the time at which the overtime is worked:
 - (i) Monday to Friday: 150% their normal rate of pay for the first two hours of overtime; and twice their normal rate of pay for the rest of the overtime.
 - (ii) Between midnight Friday and midnight Sunday: twice their normal rate of pay for any work done.

- (iii) On a rostered day off: twice their normal rate of pay for any work done. They must be paid for at least four hours even if they works for less than four hours.
- (b) The four hour minimum payment does not apply to work which is part of the normal roster which began the day before the rostered day off; or when overtime worked is continuous from the previous day's duty.
- (c) **Overtime stands alone**

Overtime worked on any day stands alone.

Part 6—Leave and Public Holidays

34. Annual leave

34.1 Leave entitlement

Section 32 of the NES prescribes the entitlement to annual leave. It does not apply to casual employees.

For the purpose of the additional week of leave provided by the NES, a **shift worker** is a seven day shift worker who is regularly rostered to work on Sundays and public holidays.

34.2 Payment for annual leave

Section 35 of the NES prescribes the basis for payment for annual leave, including payment for untaken leave upon the termination of employment.

In addition to the payment provided for in s.35 of the NES, an employer is required to pay an additional leave loading of 17.5% of that payment.

35. Personal/carer's leave and compassionate leave

35.1 The evidence requirements for personal/carer's leave and compassionate leave taken under Division 6 of the NES are as follows:

- (a) for personal illness or injury, a medical certificate, or where not reasonably practical a statutory declaration, identifying that the employee is unfit for work;
- (b) for carer's leave because of illness or injury, a medical certificate or statutory declaration, identifying the illness or injury of the person concerned and that they requires care or support;
- (c) for carer's leave because of an unexpected emergency, documentation acceptable to the employer identifying the nature of the emergency and that such emergency resulted in the person concerned requiring care or support; and
- (d) for compassionate leave:

 - in the case of the death, a death notice or death certificate;
 - in the case of a life threatening illness or injury, a medical certificate; or

- where the above is not practical, a statutory declaration.

36. Public holidays

36.1 National Employment Standards

(a) Public holidays are provided for in the NES

By agreement between the employer and the majority of employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday in lieu of any of days prescribed in s.54 of the NES.

(b) Additional arrangements for full-time employees:

(i) A full-time employee whose rostered day off falls on a public holiday must, subject to clause 31.2, either:

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

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

Part 7—Industry Specific Provisions

37. No deduction for breakages or cashiering underings

An employer must not deduct any sum from the wages or income of an employee in respect of breakages or cashiering underings except in the case of wilful misconduct.

38. Provision of employee accommodation and meals

38.1 Right to make deductions

When an employer provides their employees with accommodation, meals or both then the employer may deduct an amount of money from the employee's wages in accordance with this clause.

38.2 Adult employees

The amounts set out in the table below may be deducted from the wages of an adult employee for the provision of accommodation, meals or both by their employer. The same amounts may be deducted from the wages of a junior employee in receipt of adult wages.

| Service provided | Deduction \$ per week |
|-------------------------------|----------------------------------|
| Single room and 3 meals a day | 159.40 |
| Shared room and 3 meals a day | 155.40 |
| Single room only, no meals | 151.40 |
| Shared room only, no meals | 147.40 |
| A meal | 6.40 |

NOTE: The 'Single room and 3 meals a day' amount is calculated at 25% of the standard weekly rate. The following internal relativity is then applied:

| | |
|-------------------------------|-------------------------|
| Single room and 3 meals a day | 100% |
| Shared room and 3 meals a day | 97.5% |
| Single room only, no meals | 95% |
| Shared room only, no meals | 92.5% |
| A meal | 1% of the standard rate |

38.3 Junior employees receiving junior rates

The amounts set out in the table below may be deducted from the wages of a junior employee who is being paid junior rates of pay for the provision of accommodation, meals or both by the employer. The amount which may be deducted depends on the age of the employee.

| Service provided | Age | Deduction | Amount per week |
|-------------------------------|-------------------|-----------------------------|----------------------------|
| | | % of adult deduction | \$ |
| Single room and 3 meals a day | 15 yrs & under | 45 | 71.70 |
| | 16 yrs | 55 | 87.70 |
| | 17 yrs | 70 | 111.60 |
| | 18 yrs | 80 | 127.50 |
| | 19 yrs | 90 | 143.50 |

Exposure Draft (September 2008): Hospitality Industry (General) Award 2010

| Service provided | Age | Deduction | Amount per week |
|-------------------------------|--------------------|-----------------------------|------------------------|
| | | % of adult deduction | \$ |
| Shared room and 3 meals a day | 15 yrs & under | 45 | 69.80 |
| | 16 yrs | 55 | 85.50 |
| | 17 yrs | 70 | 108.80 |
| | 18 yrs | 80 | 124.30 |
| | 19 yrs | 90 | 139.90 |
| Single room only; no meals | 15 yrs & under | 45 | 68.10 |
| | 16 yrs | 55 | 83.30 |
| | 17 yrs | 70 | 106.00 |
| | 18 yrs | 80 | 121.10 |
| | 19 yrs | 90 | 136.30 |
| Shared room only; no meals | 15 yrs & under | 45 | 66.40 |
| | 16 yrs | 55 | 81.10 |
| | 17 yrs | 70 | 103.30 |
| | 18 yrs | 80 | 118.00 |
| | 19 yrs | 90 | 132.80 |
| A meal | Same rate all ages | -- | 6.40 |

38.4 Deductions for meals

An employer may deduct an amount from an employee's wages for providing the employee with a meal only if:

- (a) the employee does not live in accommodation provided by the employer; and
- (b) the meal is provided during the employee's normal working hours.

Schedule A—Classification Definitions

A.1 Introductory level

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

General classification definitions

Food and beverage stream

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

- picking up glasses;
- emptying ashtrays;
- general assistance to food and beverage attendants of a higher grade not including service to customers;
- removing food plates;
- setting and/or wiping down tables;
- cleaning and tidying of associated areas.

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

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

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

- supplying, dispensing or mixing of liquor including the sale of liquor from the bottle department;

Exposure Draft (September 2008): Hospitality Industry (General) Award 2010

- assisting in the cellar or bottle department, where duties could include working up to four hours per day (averaged over the relevant work cycle) in the cellar without supervision;
- undertaking general waiting duties of both food and liquor including cleaning of tables;
- receipt and dispensing of monies;
- assembly and preparation of ingredients for cooking;
- general pantry duties.

In addition to the tasks performed by a food and beverage attendant grade 2 the employee is also involved in:

- the operation of a mechanical lifting device;
- attending a wagering (e.g. TAB) terminal, electronic gaming terminal or similar terminal.

And/or means an employee who is engaged in any of the following:

- full control of a cellar or liquor store (including the receipt, delivery and recording of goods within such an area);
- mixing a range of sophisticated drinks;
- supervising food and beverage attendants of a lower grade;
- taking reservations, greeting and seating guests;
- training food and beverage attendants of a lower grade.

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

Food and beverage supervisor means an employee who has the appropriate level of training including a supervisory course and who has the responsibility for supervision, training and co-ordination of food and beverage staff, or stock control for a bar or series of bars.

Kitchen

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

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

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

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

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

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

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

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

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

- 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 a single kitchen establishment.

Guest services stream

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

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

Guest service grade 2 means an employee who has not achieved the appropriate level of training and who is engaged in any of the following:

- servicing accommodation areas and cleaning thereof;
- receiving and assisting guests at the entrance to the establishment;
- driving a passenger vehicle or courtesy bus;
- transferring guests baggage to and from rooms;
- assisting in the dry cleaning process;

Exposure Draft (September 2008): Hospitality Industry (General) Award 2010

- cleaning duties using specialised equipment and chemicals;
- providing butler services such as food, beverage and personalised guest service.

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

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

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

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

Front office grade 1 means an employee who is engaged as an assistant in front office duties including night auditing, telephonist, receptionist, cashier, information services or reservations.

Front office Grade 2 means an employee who has the appropriate level of training and is in the front office engaged in telephonist, receptionist, cashier, information services or reservations.

Front office grade 3 means an employee who has the appropriate level of training and is in the front office engaged in duties including assisting in training and supervision of front office employees of a lower grade.

Front office supervisor means an employee who has the appropriate level of training including a supervisory course and who supervises, trains and co-ordinates the work of front office employees.

Administration stream

Clerical grade 1 means an employee who is required to perform basic clerical and routine office duties such as collating, filing, photocopying, and delivering messages.

Clerical grade 2 means an employee who is engaged in general clerical or office duties, such as typing, filing, basic data entry and calculating functions.

Clerical grade 3 means an employee who has the appropriate level of training and who performs any of the following:

- operates adding machines, switchboard, paging system, telex machine, typewriter and calculator;
- uses knowledge of keyboard and function keys to enter and retrieve data through computer terminal;
- copy types at 25 words per minute with 98% accuracy;

Exposure Draft (September 2008): Hospitality Industry (General) Award 2010

- maintains mail register and records;
- maintains established paper-based filing/records systems in accordance with set procedures including creating and indexing new files, distributing files within the organisation as requested, monitoring file locations;
- transcribes information into records, completes forms, takes telephone messages;
- acquires and applies a working knowledge of office or sectional operating procedures and requirements;
- acquires and applies a working knowledge of the organisation's structure and personnel in order to deal with inquiries at first instance, locates appropriate staff in different sections, relays internal information, responds to or redirects inquiries, greets visitors;
- keeps appropriate records;
- sorts, processes and records original source financial documents (e.g. invoices, cheques, correspondence) on a daily basis; maintains and records petty cash; prepares bank deposits and withdrawals and does banking.

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

- operates computerised radio telephone equipment, micro/personal computer, printing devices attached to personal computer, dictaphone equipment, typewriters;
- produces documents and correspondence using knowledge of standard formats, touch types at 40 words per minute with 98% accuracy, audio types;
- uses one or more software application package(s) developed for a micro/personal computer to operate and populate a database, spreadsheet/worksheet to achieve a desired result; graph previously prepared spreadsheet; use simple menu utilities of personal computer;
- follows standard procedures or template for the preceding functions using existing models/fields of information. Creates, maintains and generates simple reports;
- uses a central computer resource to an equivalent standard;
- uses one or more software packages to create, format, edit, proof read, spell check, correct, print and save text documents, e.g. standard correspondence and business documents;
- takes shorthand notes at 70 wpm and transcribed with 95% accuracy;
- arranges travel bookings and itineraries, makes appointments, screens telephone calls, follows visitor protocol procedures, establishes telephone contact on behalf of executive;
- applies a working knowledge of the organisation's products/services, functions, locations and clients;
- responds to and acts upon most internal/external inquiries in own function area;

Exposure Draft (September 2008): Hospitality Industry (General) Award 2010

- uses and maintains a computer-based record management system to identify, access and extract information from internal sources; maintains circulation, indexing and filing systems for publications, reviews files, closes files, archives files;
- maintains financial records and journals, collects and prepares time and wage records; prepares accounts queries from debtors; posts transactions to ledger.

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

Security stream

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

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

Leisure activities stream

Leisure attendant grade 1 means a person who acts as an assistant instructor, pool attendant and/or can be responsible for the setting up, distribution and care of equipment, and the taking of bookings.

Leisure attendant grade 2 means a person who has the appropriate level of training and takes classes and/or directs leisure activities such as sporting areas, health clubs and swimming pools.

Leisure attendant grade 3 means a person who has the appropriate level of training, and who plans and co-ordinates leisure activities for guests and may supervise other leisure attendants.

Stores stream

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

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

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

- implements quality control techniques and procedures;
- understands and is responsible for a stores/warehouse area or a large section of such an area;
- has a highly developed level of interpersonal and communications skills;
- is able to supervise and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction;
- exercises discretion within the scope of this grade; and who may exercise skills attained through the successful completion of an appropriate warehousing certificate; and may perform indicative tasks at this level such as:

Exposure Draft (September 2008): Hospitality Industry (General) Award 2010

- liaising with management, suppliers and customers with respect to stores operations;
- detailing and co-ordinating activities of other storepersons and acting in a leading hand capacity for in excess of 10 storepersons;
- maintains control registers including inventory control and being responsible for preparation and reconciliation of regular reports or stock movements, dispatches, etc;
- supervises the receipt and delivery of goods, records, outgoing goods, responsible for the contents of a store.

Maintenance and trades—other than the cooking trade

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

Fork lift driver means an employee who has a recognised fork lift licence and who is engaged solely on the basis of driving a fork lift vehicle. Those employees who operate a fork lift as only part of their duties, will be paid at the level 3 classification rate in clause 19.1.

Managerial staff—hotels

For the purpose of this additional classification, **hotels** means hotels, resorts, casinos, taverns, wine saloons, wine and spirit merchants retailing to the general public and other retail licensed establishments in or in connection with accommodation, with the selling of drinks, preparing and serving food and drinks, cleaning and attending to the premises and all other services associated therewith.

In this additional classification, **hotel manager** means an employee (however designated) who:

- under the direction of senior management is required to manage and co-ordinate the activities of a relevant area or areas of the hotel; and
- directs staff to ensure they carry out their duties in the relevant area or areas of the hotel; and
- implements policies, procedures and operating systems for the hotel

but excludes an employee who is employed to undertake the duties of senior management, responsible for a significant area of the operations of one or more hotels. Indicative position titles for such an employee include:

- Company secretary;
- Chief accountant;
- Personnel or human resources manager;
- Financial controller;
- Industrial relations manager;
- Venue manager;
- General/hotel manager;

- Executive assistant manager;
- Regional manager; or
- a Manager to whom any of those positions report or are responsible. An employee appointed as a Manager will have completed an appropriate level of training in business management or have relevant industry experience including the supervision of staff in one more areas of an hotel. In a General Hotel, this classification is commonly known as an Assistant Manager. In an Accommodation Hotel, this classification may include any of the following positions; Duty manager; Assistant food and beverage manager, Assistant rooms division manager; Assistant front office manager or equivalent position.

Definitions for the purposes of the Casino Gaming Stream

General

Casino means a gaming establishment holding a casino license under relevant State legislation. The term does not include a gaming facility that is a part or section of a hospitality establishment such as a hotel or tavern operation.

Casino table game means a casino game played under the control and direction of a table game employee. It includes games that are normally played at a table and games that include electronic aids to play the game such as Rapid Roulette.

Major game means a table game that requires a table game employee to undertake a minimum of 80 hours formal training to learn the game rules and competently deal the game in accordance with the minimum standards of the employer and the relevant casino regulatory authority.

Appropriate level of training for casino gaming employees means that a casino gaming employee has:

- completed a relevant training course accredited by the Australian Hospitality Review Panel, or
- completed training to a level or standard imposed by a statutory gaming licensing authority; or
- been assessed to have skills at least equivalent to those attained through the suitable training referred to above, such assessment to have been undertaken by a qualified skills assessor; or
- at 1 January 2010, had been doing the work of a particular classification for a period of at least three months.

Casino Table Gaming

Casino table gaming employee grade 1 means an employee who has completed the appropriate level of training and has commenced in one major games offered by the casino.

Casino table gaming employee grade 2 means an employee who has completed the appropriate level of training and has commenced in two major games offered by the casino.

Casino table gaming employee grade 3 means an employee who has completed the appropriate level of training and has commenced in three major games offered by the casino.

Casino table gaming employee grade 4 means an employee engaged as such who undertakes table game inspection duties including ensuring that correct procedures and standards are observed by table game employees of a lower grade. This classification does not apply to managerial employees. The provisions of clause 24—Mixed functions, will apply to Casino table game employees who have not been appointed to this grade but are required to perform any functions of this position.

Casino Electronic Gaming

Casino electronic gaming employee grade 1 means an employee in a casino who has received the appropriate level of training and who is engaged in any of the following:

- providing information on customer loyalty programs, electronic gaming promotions or services and facilities within a gaming machine area; and/or
- explaining to patrons the playing of gaming machines.

Casino electronic gaming employee grade 2 means an employee in a casino who has received the appropriate level of training and who is engaged in any of the following:

- explaining to patrons the playing of gaming machines and providing pay-outs and rectifying minor malfunctions;
- selling and redeeming network gaming games such as Keno, TAB or other network games;
- conducting network games;
- explaining to patrons the playing of gaming machines.

Casino Finance

Gaming finance employee grade 1 means an employee engaged to undertake any Count functions including:

- hard and/or soft count;
- shuffling and preparation of playing cards for table games;
- destruction of playing cards, dice, etc. for table games.

Gaming finance employee grade 2 means an employee engaged to undertake any Change Booth functions including limited supervision of gaming finance grade 1 employees and

- counting of change and associated change booth duties;
- sale and redemption of electronic gaming tickets

Gaming finance employee grade 3 means an employee engaged to undertake all grade 2 change functions including supervision of employees of a lower grade when required plus any of the following:

- assisting with the verification of floats and change machines;
- training employees in duties and functions of a lower grade, or
- an employee engaged to undertake one Cage function.

Gaming finance employee grade 4 means:

- an employee engaged to undertake two cage cashier functions; or
- gaming finance revenue audit clerk functions.

Gaming finance employee grade 5 means an employee engaged to undertake more than two cage cashier functions.

For the purposes of the Gaming Finance Stream, **cage function** includes:

- front window cashier duties including exchanging gaming chips for currency, controlling a float, recording transactions, and reconciliation duties; or
- bank cashiering including Fill Bank duties such as receiving, disbursing, reconciling and controlling receipt and issue of gaming chips to gaming tables from the Cage and Main Bank duties; or
- Premium Group settlements and buy-in.

For the purposes of the Gaming Finance Stream cashier function includes supervision of employees of a lower grade when required.

Casino Equipment Technicians

Casino equipment technician grade 1 means an employee who has the appropriate level of training and who is competent at performing repairs, servicing and installation of non-electronic gaming and associated equipment as well as assisting Casino equipment technicians of a higher grade.

Casino equipment technician grade 2 means an employee including a tradesperson who has the appropriate level of training and who is competent at performing repairs, servicing and installation of electronic gaming and associated equipment under supervision.

Casino equipment technician grade 3 means an employee appointed as such who has the appropriate level of training and who without supervision applies technical knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing various forms of various of video and other electronically or mechanically-controlled gaming equipment. This level also includes an employee required to supervise and/or check the work of Casino equipment technicians of lower grades.

Casino Security

Customer liaison officer means an employee in a casino who holds appropriate licenses and who is engaged to work as an area or door attendant to enforce dress, behaviour and entry requirements at the casino.

Security officer grade 1 means an employee in a casino who holds appropriate licenses and is required to carry out routine security functions throughout the Casino complex, including the duties of securing, watching, guarding and/or protecting the premises including responding to alarm signals and incidents.

Security officer grade 2 means an employee in a casino who performs work as required above and beyond the skills of an employee at grade 1 to the level of their training. At this level an employee is required to perform cash escort and soft drop duties. This level also includes a security employee, who in the opinion of the employer has no previous relevant experience at this level, and is undertaking the tasks of a surveillance officer while

undergoing training and gaining experience during the first six months of employment as such.

Surveillance operator means an employee in a casino required to monitor, observe and report upon the operations of the Casino by means of visual or remote observation, including the use of electronic surveillance and recording systems as follows:

- input information or react to signals and instruments related to electronic surveillance.
- keyboard operation to alter the parameters within an integrated security surveillance system.
- coordinate, monitor or record the activities of Security officers utilizing a verbal communications system.

Schedule B—Supported Wage System

Schedule C—School Based Apprenticeship

- C.1** This clause will apply to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this clause while also undertaking a course of secondary education.
- C.2** The hourly rates for full-time junior and adult apprentices as set out in this award will apply to school-based apprentices for total hours worked including time deemed to be spent in off the job training.
- C.3** For the purposes of clause C2 above, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice is paid is deemed to be 25% of the actual hours each week worked on-the-job. The wages paid for training time may be averaged over a semester or year.
- C.4** The school-based apprentice will be allowed, over the duration of the apprenticeship, the same amount of time to attend of-the-job training as an equivalent full-time apprentice.
- C.5** For the purposes of this sub-clause, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- C.6** The duration of the apprenticeship will be as specified in the training agreement or contract for each apprentice. The period so specified to which the apprentice wage rates apply will not exceed six years.
- C.7** School-based apprentices will progress through the wage scale at the rate of 12 months progression for each two years of employment as an apprentice.
- C.8** These rates are based on a standard full-time apprenticeship of four years. The rate of progression reflect the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- C.9** Where an apprentice converts from school-based to full-time, all time spent as a full-time apprentice will count for the purposes of progression through the wage scale. This progression will apply in addition to the progression achieved as a school-based apprentice.
- C.10** School-based apprentices will be entitled pro-rata to all of the conditions of employees under this award.

- C.11** Subject to further orders of the Commission, school-based apprentices will be able to undertake a relevant training qualification which includes any of the following training packages:

| National Code | Qualification Name |
|---------------------------------|--|
| THH51297 | Diploma of Hospitality (Management) |
| Hospitality Operations | |
| THH32797 | Certificate III in Hospitality (Food and Beverage) |
| THH32897 | Certificate III in Hospitality (Accommodation Services) |
| Kitchen/Cookery/Catering | |
| THH31597 | Certificate III in Hospitality (Commercial Cookery) |
| THH31697 | Certificate III in Hospitality (Patisserie) |
| THH32097 | Certificate III in Hospitality (Asian Cookery - Chinese) |
| THH32197 | Certificate III in Hospitality (Asian Cookery - Thai) |
| THH32297 | Certificate III in Hospitality (Asian Cookery - Indian) |
| THH32397 | Certificate III in Hospitality (Asian Cookery - Indonesian) |
| THH32497 | Certificate III in Hospitality (Asian Cookery - Malay and Nonya) |
| THH32597 | Certificate III in Hospitality (Asian Cookery - Japanese) |
| THH32697 | Certificate III in Hospitality (Asian Cookery - Vietnamese) |
| THH32997 | Certificate III in Hospitality (Catering Operations) |

- C.12** For the purpose of this clause a relevant training qualification is a qualification:
- C.12.1** from a National Training Package that covers occupations or work which are covered by this award, or is a qualification from an enterprise Training Package listed above; and
- C.12.2** at Australian Qualifications Framework Certificate Level III. A school-based apprentice does not include a qualification which can normally be completed through a Training Agreement of a duration of three years or less (such qualifications would generally be covered by traineeship provisions).

Registered and Licensed Clubs Award 2010

Table of Contents

| | |
|--|-----------|
| Part 1—Application and Operation..... | 3 |
| 1. Title | 3 |
| 2. Commencement date | 3 |
| 3. Definitions and interpretation..... | 3 |
| 4. Coverage..... | 4 |
| 5. Access to the award and the National Employment Standards | 5 |
| 6. The National Employment Standards and this award | 5 |
| 7. Award flexibility | 5 |
| Part 2—Consultation and Dispute Resolution..... | 6 |
| 8. Consultation regarding major workplace change..... | 6 |
| 9. Dispute resolution..... | 7 |
| Part 3—Types of Employment and Termination of Employment..... | 8 |
| 10. Types of employment..... | 8 |
| 11. Apprentices..... | 11 |
| 12. Junior employees | 11 |
| 13. Termination of employment..... | 11 |
| 14. Redundancy | 11 |
| Part 4—Minimum Wages and Related Matters | 13 |
| 15. Work organisation | 13 |
| 16. Classifications | 13 |
| 17. Minimum wages | 13 |
| 18. Allowances | 19 |
| 19. District allowances | 23 |
| 20. Accident pay..... | 23 |
| 21. Payment of wages..... | 24 |
| 22. School-based apprenticeship | 24 |
| 23. Superannuation..... | 25 |
| Part 5—Hours of Work and Related Matters..... | 26 |
| 24. Meal breaks | 26 |
| 25. Roster..... | 27 |

Exposure Draft (May 2009): Registered and Licensed Clubs Award 2010

| | | |
|--|--|-----------|
| 26. | Ordinary hours of work and rostering..... | 27 |
| 27. | Recall to duty—club managers..... | 29 |
| 28. | Overtime | 29 |
| 29. | Penalty rates..... | 30 |
| Part 6—Leave and Public Holidays | | 31 |
| 30. | Annual leave | 31 |
| 31. | Personal/carer’s leave and compassionate leave | 32 |
| 32. | Community service leave..... | 32 |
| 33. | Professional development leave—club managers | 32 |
| 34. | Public holidays..... | 32 |
| Part 7—Industry Specific Provisions | | 33 |
| 35. | Accommodation—club managers..... | 33 |
| Schedule A—Classification Definitions..... | | 34 |
| Schedule B—Supported Wage System..... | | 61 |
| Schedule C—National Training Wage..... | | 64 |
| Schedule D—School-based Apprenticeship..... | | 65 |

Part 1—Application and Operation

1. Title

This award is the *Registered and Licensed Clubs Award 2010*.

2. Commencement date

This award commences on 1 January 2010.

3. Definitions and interpretation

3.1 In this award, unless the contrary intention applies:

Act means the *Workplace Relations Act 1996* (Cth)

assistant secretary/manager, assistant general manager, assistant chief executive officer, assistant secretary or assistant manager means an employee who is appointed by the club's Board of Directors or Committee of Management to assist and to undertake, in the absence of the Secretary/Manager, General Manager, Chief Executive Officer, Secretary or Manager, duties the major and substantial part of which is responsibility for the duties of the employees as defined

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

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

Commission means the Australian Industrial Relations Commission or its successor

double time means double the ordinary hourly rate

employee has the meaning in the Act

employer has the meaning in the Act

enterprise award has the meaning in the Act

enterprise NAPSA means a NAPSA derived from a State award which immediately prior to 27 March 2006 applied only to a single business or part of a single business

NAPSA means notional agreement preserving a State award and has the meaning in the Act

NES means National Employment Standards

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

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

shiftworker is defined in clause 30.1(b)

spread of hours means the period of time elapsing from the time an employee commences duty to the time the employee ceases duty within any period of 24 hours

standard rate means the minimum wage for the level 4 classification (Cook (tradesperson) grade 3) in clause 17.2. The **standard weekly rate** means the minimum weekly wage for that classification. The **standard hourly rate** means the minimum hourly wage for that classification

3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

4. Coverage

4.1 This award covers employers of employees engaged in the performance of all or any work in or in connection with or for clubs registered or recognised under State, Territory or Commonwealth legislation and their employees in the classifications within Schedule A—Classification Definitions, to the exclusion of any other modern award.

4.2 To avoid doubt, this award covers the work of bar attendants or stewards employed in a club situated on a football ground, cricket ground or sports ground and persons engaged as greenkeepers, ground attendants, gardeners, propagators, lawn mower and motor roller drivers and general labourers in the construction and maintenance of bowling greens and golf courses, but does not cover:

- (a) persons employed by a student union of a university;
- (b) employees of municipal, shire or county councils;
- (c) landscape gardeners and master gardeners; or
- (d) club honorary secretaries.

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

- (a) *Hospitality Industry (General) Award 2010*;
- (b) *Cleaning Services Award 2010*; or
- (c) *Security Services Industry Award 2010*.

4.4 The award does not cover an employee excluded from award coverage by the Act.

4.5 The award does not cover an employer bound by an enterprise award or enterprise NAPSA with respect to any employee who is covered by the enterprise award or enterprise NAPSA.

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

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

5. Access to the award and the National Employment Standards

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6. The National Employment Standards and this award

The [NES](#) and this award contain the minimum conditions of employment for employees covered by this award.

7. Award flexibility

- 7.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

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

- 7.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress.

- 7.3** The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
- (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

- 7.4** The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (b) state each term of this award that the employer and the individual employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 7.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.6** Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 7.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 7.8** The agreement may be terminated:
- (a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee.
- 7.9** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

Part 2—Consultation and Dispute Resolution

8. Consultation regarding major workplace change

8.1 Employer to notify

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.

- (b) **Significant effects** include 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, promotion 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 these matters an alteration is deemed not to have significant effect.

8.2 Employer to discuss change

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the change.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1.
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, 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 no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

9. Dispute resolution

- 9.1 In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 9.2 If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Commission.
- 9.3 The parties may agree on the process to be utilised by the Commission including mediation, conciliation and consent arbitration.
- 9.4 Where the matter in dispute remains unresolved, the Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 9.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

- 9.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Part 3—Types of Employment and Termination of Employment

10. Types of employment

- 10.1** Employees under this award will be employed in one of the following categories:

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

- 10.2** At the time of engagement, an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time or casual. Such decision will then be recorded in a letter of appointment.

10.3 Full-time employment

A full-time employee is an employee who is engaged as such and employed in a classification in Schedule A—Classification Definitions and engaged to work 38 ordinary hours per week, or, where the employee is employed on a roster, an average of 38 hours per week over the roster cycle.

10.4 Part-time employment

- (a) An employer may employ part-time employees in any classification in this award.
- (b) A part-time employee is an employee who is employed in a classification in Schedule A—Classification Definitions and who:
 - (i) is engaged to work fewer than 38 ordinary hours per week or, where the employer operates a roster, an average of fewer than 38 hours per week over the roster cycle;
 - (ii) has reasonably predictable hours of work; and
 - (iii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- (c) At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work either:
 - (i) specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day; or

- (ii) specifying the roster that the employee will work (including the actual starting and finishing times for each shift) together with days or parts of days on which the employee will not be rostered.
- (d) Any agreed variation to the regular pattern of work must be recorded in writing.
- (e) An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.
- (f) All time worked in excess of the employee's agreed ordinary time hours will be overtime and paid for at the rates prescribed in clause 28—Overtime.
- (g) An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 10.5.
- (h) A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

10.5 Casual employment

A casual employee is an employee who is engaged and paid as such.

(a) Casual loading

In addition to the ordinary hourly rate and penalty rates payable for shiftwork, late or early work and weekend and public holiday work payable to full-time employees, casual employees will be paid a loading of 25% of the ordinary hourly rate for the classification in which they are employed.

- (b) Casual employees must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.
- (c) On each occasion a casual employee is required to attend work the employee is entitled to a minimum payment for two hours' work.

(d) Casual employment at sports grounds in Victoria

Casual employees employed in a club situated on a football ground, cricket ground or sports ground in Victoria will be paid for work performed on any one day the rates as set out in clause 17.4.

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

- (a) This clause only applies to a regular casual employee.
- (b) A **regular casual employee** means a casual employee who is employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months.
- (c) A regular casual employee who has been engaged by a particular employer for at least 12 months, may seek (subject to the provisions of this clause) to have

the employee's contract of employment converted to full-time or part-time employment.

- (d) An employee who has worked at the rate of an average of 38 or more hours a week in the period of 12 months' casual employment may seek to have the employee's employment converted to full-time employment.
- (e) An employee who has worked at the rate of an average less than 38 hours a week in the period of 12 months' casual employment may seek to have the employee's employment converted to part-time employment.
- (f) Where a casual employee seeks to convert to full-time or part-time employment, the employer may consent to or refuse the request, but only on reasonable grounds. In considering a request, the employer may have regard to any of the following factors:
 - (i) the size and needs of the workplace or enterprise;
 - (ii) the nature of the work the employee has been doing;
 - (iii) the qualifications, skills, and training of the employee;
 - (iv) the trading patterns of the workplace or enterprise (including cyclical and seasonal trading demand factors);
 - (v) the employee's personal circumstances, including any family responsibilities; and
 - (vi) any other relevant matter.
- (g) Where it is agreed that a casual employee will have the employee's employment converted to full-time or regular part-time employment as provided for in this clause, the employer and employee must discuss and agree upon:
 - (i) the form of employment to which the employee will convert; that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.4—Part-time employment.
- (h) The date from which the conversion will take effect is the commencement of the next pay cycle following such agreement being reached unless otherwise agreed.
- (i) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (j) An employee must not be engaged and/or re-engaged (which includes a refusal to re-engage) to avoid any obligation under this award.
- (k) Nothing in this clause obliges a casual employee to convert to full-time or part-time employment, nor permits an employer to require a casual employee to so convert.

- (l) Nothing in this clause requires the employer to convert the employment of a regular casual employee to full-time or part-time employment if the employee has not worked for 12 months or more in a particular establishment or in a particular classification stream.
- (m) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.

11. Apprentices

- 11.1 Apprentices will be engaged in accordance with relevant apprenticeship legislation and be paid in accordance with clause 17.6.
- 11.2 An apprentice under the age of 18 years will not, without the employee's consent, be required to work overtime, or shiftwork or late work.

12. Junior employees

- 12.1 Junior employees employed in the bar or other places where liquor is sold must be paid at the adult rate of pay in clause 17.2 for the classification of the work being performed.
- 12.2 An employer may at any time demand the production of a birth certificate or other satisfactory proof for the purpose of ascertaining the correct age of a junior employee. If a birth certificate is required, the cost of it must be borne by the employer.
- 12.3 No employee under the age of 18 years will be required to work more than 10 hours in a shift.

13. Termination of employment

- 13.1 Notice of termination is provided for in the NES.
- 13.2 **Notice of termination by an employee**

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

- 13.3 **Job search entitlement**

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

14. Redundancy

- 14.1 Redundancy pay is provided for in the NES.

14.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

14.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

14.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must 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 must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 13.3.

14.5 Transitional provisions

- (a) Subject to clause 14.5(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a NAPSA:
 - (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under the Act had applied to the employee; and
 - (ii) that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.
- (b) The employee's entitlement to redundancy pay under the NAPSA is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.
- (c) This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.
- (d) Clause 17.5 ceases to operate on 31 December 2014.

Part 4—Minimum Wages and Related Matters

15. Work organisation

Employees must undertake duties as directed within the limits of their competence and may undertake duties across the different streams contained in the classification definitions in Schedule A—Classification Definitions.

16. Classifications

The definitions of the classification levels in clause 17—Minimum wages, are contained in Schedule A—Classification Definitions.

17. Minimum wages

17.1 General

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

17.2 Club employees

| Level | Classification | Minimum weekly wage | Minimum hourly wage |
|--------------|--|---------------------|---------------------|
| | | \$ | \$ |
| Introductory | | 543.90 | 14.31 |
| Level 1 | <ul style="list-style-type: none"> • Food and beverage attendant grade 1 • Guest service grade 1 • Kitchen attendant grade 1 | 560.50 | 14.75 |
| Level 2 | <ul style="list-style-type: none"> • Clerical grade 1 • Cook grade 1 • Door person/Security officer grade 1 • Food and beverage attendant grade 2 • Front office grade 1 • Guest service grade 2 • Kitchen attendant grade 2 • Leisure attendant grade 1 | 583.00 | 15.34 |

Exposure Draft (May 2009): Registered and Licensed Clubs Award 2010

| Level | Classification | Minimum weekly wage | Minimum hourly wage |
|--------------|---|----------------------------|----------------------------|
| | | \$ | \$ |
| Level 3 | <ul style="list-style-type: none"> • Storeperson grade 1 | 603.90 | 15.89 |
| | <ul style="list-style-type: none"> • Clerical grade 2 • Cook grade 2 • Food and beverage attendant grade 3 • Fork lift driver • Front office grade 2 • Guest service grade 3 • Handyperson • Kitchen attendant grade 3 • Leisure attendant grade 2 • Storeperson grade 2 • Timekeeper/Security officer grade 2 | | |
| Level 4 | <ul style="list-style-type: none"> • Clerical grade 3 • Cook (tradesperson) grade 3 • Food and beverage attendant (tradesperson) grade 4 • Front office grade 3 • Guest service grade 4 • Leisure attendant grade 3 • Storeperson grade 3 | 637.60 | 16.78 |
| Level 5 | <ul style="list-style-type: none"> • Clerical supervisor • Cook (tradesperson) grade 4 • Food and beverage supervisor • Front office supervisor • Guest service supervisor | 679.30 | 17.88 |

| Level | Classification | Minimum weekly wage | Minimum hourly wage |
|--------------|---|----------------------------|----------------------------|
| | | \$ | \$ |
| Level 6 | <ul style="list-style-type: none"> • Cook (tradesperson) grade 5 • Club manager of a club with a gross annual revenue of less than \$500,000 (see clause 17.3(b)) | 698.20 | 18.37 |

17.3 Club managers (as defined—see clause 3.1)

- (a) Club managers must be paid the following minimum rates.
- (b) This clause does not apply to clubs with a gross annual revenue of less than \$500,000.

| Classification level | Base annual salary | + 30% (Note 1) | + 50% (Note 2) |
|-----------------------------|---------------------------|-----------------------|-----------------------|
| | \$ | \$ | \$ |
| Level A | 38 248 | 49 722 | 57 371 |
| Level B | 39 099 | 50 829 | 58 648 |
| Level C | 40 509 | 52 662 | 60 763 |
| Level D | 42 200 | 54 860 | 63 300 |
| Level E | 46 148 | 59 992 | 69 222 |
| Level F | 52 350 | 68 055 | 78 525 |
| Level G | 60 104 | 78 135 | 90 156 |

Note 1: Subject to the requirements of the NES, the provisions of clauses 18.1(h)—Higher duties, 26—Ordinary hours of work and rostering, 27—Recall to duty—club managers and 28—Overtime, will not apply to a club manager receiving a salary of 30% in excess of the minimum annual salary rates for the appropriate classification prescribed in Schedule A—Classification Definitions.

Note 2: Subject to the requirements of the NES, the provisions of clauses 18.1(a)—Meal allowance, 18.1(c)—Uniforms—club managers, 18.1(d)— Vehicle allowance, 26—Ordinary hours of work and rostering, 26.7—Special provisions for accrued rostered days off—club managers, 27—Recall to duty—club managers, 28—Overtime and 34—Public holidays, will not apply to club managers receiving a salary in excess of 50% above the minimum annual salary rate for the appropriate classification prescribed in Schedule A—Classification Definitions.

17.4 Casual employment at sports grounds

- (a) This clause applies to liquor employees in the classifications of bar attendant, steward, cashier and adult picking up glasses employed in a club situated on a football ground, cricket ground or sports ground. A casual employee is an employee engaged and paid as such.

Exposure Draft (May 2009): Registered and Licensed Clubs Award 2010

(b) Casual employees must be paid the minimum hourly wages in clause 17.4(c), irrespective of age or experience, provided that an employee 19 years of age or over will be paid the adult rate. The formula set out in clause 17.4(g) is used to adjust the hourly rates.

(c) Bar attendants, cashiers and adults picking up glasses must be paid the rates for work performed on any one day as follows:

| | Per hour | Minimum payment |
|------------------------|-----------------|------------------------|
| | \$ | \$ |
| Weekdays and Saturdays | 20.62 | 82.48 |
| Sundays | 27.94 | 111.76 |
| Public holidays | 34.94 | 139.76 |

(d) Employees 18 years of age or under picking up glasses must be paid the rates for work performed on any one day as follows:

| | Per hour | Minimum payment |
|------------------------|-----------------|------------------------|
| | \$ | \$ |
| Weekdays and Saturdays | 16.50 | 66.00 |
| Sundays | 22.35 | 89.41 |
| Public holidays | 27.95 | 111.81 |

(e) Employees in charge of, or supervising the work of, bar attendants or cashiers will be paid 2.4% of the standard rate per day extra.

(f) Employees working on a shop day, that is, persons employed preparing for a function on the day before such function or cleaning up on the day after the function will be paid as follows:

| | Per hour |
|------------------------|-----------------|
| | \$ |
| Weekdays and Saturdays | 20.62 |
| Sundays | 27.94 |
| Public holidays | 34.94 |

Employees will be paid an allowance of 20% of the standard hourly rate per engagement for engagements finishing after 10.00 pm.

(g) Where a general review of minimum wages results in an **adjustment** of a flat weekly amount:

(i) adult hourly rates in this clause will be adjusted by dividing the dollar amount by 38 and adding the following loadings:

| | % |
|----------------------|-----|
| Mondays to Saturdays | 50 |
| Sundays | 100 |
| Public holidays | 150 |

- (ii) The rates for employees 18 years of age and under picking up glasses will be 80% of the adult hourly rates set out in clause 17.4(c).
- (h) The foregoing rates of pay have been loaded to compensate employees for the casual nature of the work, weekend and holiday penalties and benefits otherwise available to full-time employees including annual leave, paid personal/carer's leave, etc.

17.5 Greenkeepers

| Classification | Weekly rate | Hourly rate |
|----------------------------------|--------------------|--------------------|
| | \$ | \$ |
| Level 1 | 567.60 | 14.94 |
| Level 2 | 614.30 | 16.17 |
| Level 3 (trade) | 637.60 | 16.78 |
| Level 4 | 679.20 | 17.87 |
| Level 5 (management employee) | 741.90 | 19.52 |
| Level 6 (management employee) | 821.60 | 21.62 |

17.6 Apprentice wages

(a) Cooking apprenticeship

- (i) A person who has completed a full apprenticeship for cooking must be paid not less than the standard rate.
- (ii) An employee apprenticed in the cooking trade will be paid the percentage of the standard rate, as follows:

| Year | % |
|-------------|----------|
| First | 55 |
| Second | 65 |
| Third | 80 |
| Fourth | 95 |

(b) Waiting apprenticeship

- (i) Any person who has completed a full apprenticeship as a qualified tradesperson must be paid not less than the standard rate.
- (ii) An employee apprenticed in the waiting trade will be paid the standard rate, or the wage as otherwise prescribed, as follows:

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

(c) Proficiency pay—cooking apprenticeship

(i) Application

Proficiency pay as set out in clause 17.6(c)(ii) will apply to apprentices who have successfully completed their schooling in a given year.

(ii) Payments

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

On one occasion only:

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

On two occasions:

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

On all three occasions:

- for the entire fourth year, the standard rate.

(d) Proficiency payments—waiting apprenticeship

(i) Application

Proficiency pay as set out in clause 17.6(d)(ii) will apply to level 2 apprentices who have successfully completed their schooling in the first year.

(ii) Payments

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

17.7 Junior employees

- (a) The minimum rate of wages for junior employees will be the undermentioned percentages of the rate prescribed for the adult classification appropriate to the work performed for the area in which the employee is working:

| Age | % |
|---------------------------|-----|
| 17 years of age and under | 60 |
| 18 years of age | 70 |
| 19 years of age | 85 |
| 20 years of age | 100 |

Note: These rates exclude those employees referred to in clause 17.4(d).

17.8 Casual fitness instructors

- (a) Minimum rate per hour is \$37.13.
(b) Minimum engagement—one hour.

17.9 Supported wage system

See Schedule B

17.10 National training wage

See Schedule C

18. Allowances

18.1 Expenses incurred in the course of employment

(a) **Meal allowance**

(i) **Club employees other than club managers**

- An employee required to work overtime for more than two hours without being notified on the previous day or earlier that they will be so required to work must either be supplied with a meal by the employer or be paid an allowance of \$10.07.
- If an employee who has been given notice of a requirement to work overtime has provided a meal and is not required to work overtime or is required to work less than the amount advised, the employee must be paid as prescribed above for the meal which they have provided but which is surplus.

(ii) **Club managers**

- Where a club provides meals for members, a manager employed by the club will, while on duty, be entitled to a meal free of cost, to the maximum value of \$10.07, whenever the club is providing such meals.

- Where an employee due to operational requirements is unable to partake of a meal free of cost the employee will be paid an allowance of \$10.07 per meal.
- Despite the provisions of this clause, an employer and an employee may agree in writing that an allowance of \$10.07 per meal will be paid instead of the provision of a meal free of cost to the employee.
- Where a club does not provide a meal for members, the employee will be entitled to an allowance of \$10.07 per meal.

(b) Clothing, equipment and tools

- (i) Where a cook is required to use their own tools, the employer must pay an allowance of \$1.55 per day or part thereof up to a maximum of \$7.60 per week.
- (ii) Where the employer requires an employee to wear any special clothing such as coats, dresses, caps, aprons, cuffs and any other articles of clothing, the employer must reimburse the employee for the cost of purchasing such special clothing. The provisions of this clause do not apply where the special clothing is paid for by the employer.
- (iii) Where the employee is responsible for laundering the special clothing the employer must reimburse the employee for the demonstrated costs of laundering it.
- (iv) The employer and the employee may agree on an arrangement under which the employee will wash and iron the special clothing for an agreed sum of money to be paid by the employer to the employee each week.
- (v) For the purposes of this clause black and white attire (not being dinner suit or evening dress), shoes, hosiery and/or socks are not special clothing.
- (vi) Where it is necessary that an employee wear waterproof or other protective clothing such as waterproof boots, aprons, or gloves, the employer must reimburse the employee for the cost of purchasing such clothing. The provisions of this clause do not apply where the protective clothing is paid for by the employer.
- (vii) An employer may require an employee on commencing employment to sign a receipt for item/s of uniform and property. This receipt must list the item/s of uniform and property and the value of them. If, when an employee ceases employment, the employee does not return the item/s of uniform and property (or any of them) in accordance with the receipt, the employer will be entitled to deduct the value as stated on the receipt from the employee's wages.
- (viii) In the case of genuine wear and tear, damage, loss or theft that is not the employee's fault the provisions of clause 18.1(b)(vii) will not apply.
- (ix) Where the employer requires an employee to provide and use any towels, tools, ropes, brushes, knives, choppers, implements, utensils and

materials, the employer must reimburse the employee for the cost of purchasing such equipment. The provisions of this clause do not apply where these items are paid for by the employer.

(c) Uniforms—club managers

- (i)** Where the employer requires a manager to wear a uniform while on duty, the employer must reimburse the manager for the cost of purchasing the uniform. The provisions of this subclause do not apply where the uniform is paid for by the employer.
- (ii)** Where the employer requires a manager to wear a uniform, the employer must pay to the employee an allowance of an amount of \$10.00 per week, to cover the costs of laundering the uniform. The provisions of this clause do not apply where the employer arranges for the uniform to be laundered without cost to the manager.
- (iii)** An employer may require an employee on commencing employment to sign a receipt for item/s of uniform and property. This receipt must list the item/s of uniform and property and the value of them. If, when an employee ceases employment, the employee does not return the item/s of uniform and property (or any of them) in accordance with the receipt, the employer will be entitled to deduct the value as stated on the receipt from the employee's wages.
- (iv)** In the case of genuine wear and tear, damage, loss or theft that is not the employee's fault the provisions of clause 18.1(c)(iii) will not apply.

(d) Vehicle allowance

An employee who is required by their employer to use their own vehicle in or in connection with the official business of the employer must be paid an allowance of \$0.74 each kilometre of authorised travel. An employer may require an employee to record full details of all such official travel requirements in a log book as a pre-condition for the employee qualifying for the allowance.

(e) Working late

When an employer requires an employee to work until it is unreasonable to travel by their normal method of transport home the employer must pay the cost of transport for the employee to get home. This clause does not apply where the employer provides accommodation for the employee for the night free of charge or provides transport for the employee to get home.

(f) Working early

When an employer requires an employee to start work before their normal starting time and before their normal method of transport to work is available the employer must pay the cost of transport for the employee to get to work. This clause does not apply where the employer provides transport for the employee to get to work.

(g) Working away from usual place of work

This clause applies where an employer requires an employee other than a casual to work at a place more than 80 kilometres from the employee's usual place of work. In these circumstances the employer must pay the employee an amount equal to the cost of fares reasonably spent by the employee in travelling from the employee's usual place of work to the new place of work. However, the employer may recover any amount paid to an employee under this clause if the employee concerned leaves their employment or is dismissed for misconduct within three months of receiving such a payment.

(h) Higher duties

- (i)** Any employee employed for two or more hours of one day on duties carrying a higher rate than the employee's ordinary classification will be paid the higher rate for each day. If the employee is employed for less than two hours on such duties, the employee is entitled to be paid the higher rate for the time so worked.
- (ii)** A higher paid employee will, when necessary, temporarily relieve a lower paid employee without loss of pay.

(i) Expenses—club managers

- (i)** An employee will be reimbursed for all moneys reasonably expended by the employee for and on behalf of the employer subject to Board policy or approval.
- (ii)** The Board of Directors or a duly appointed representative of the Board may predetermine the parameters for the usage of credit cards issued to the employee and advise the club card holder of those parameters accordingly.

(j) Adjustment of expense related allowances

- (i)** At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (ii)** The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

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

18.2 Allowance for responsibilities or skills that are not taken into account in rates of pay—first aid allowance

An employee who has undertaken a first aid course and who is the holder of a current recognised first aid qualification such as a certificate from the St John Ambulance or similar body and who is appointed by the employer as a first aid attendant must be paid an allowance, per week, equal to 1.2% of the standard weekly rate for all purposes.

18.3 Allowance for disabilities associated with the performance of particular tasks or work in particular conditions or locations—broken periods of work

An employee (other than casual) who is required to work any of their ordinary hours on any day in more than one period of employment, other than for meal breaks as prescribed in accordance with the provisions of clause 24—Meal breaks, will be paid an allowance of 0.4% per day of the standard weekly rate, for such broken work period worked.

19. District allowances

19.1 Northern Territory

An employee in the Northern Territory is entitled to payment of a district allowance in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth):

- (a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under that Act had applied to the employee; and
- (b) that would have entitled the employee to payment of a district allowance.

19.2 Western Australia

An employee in Western Australia is entitled to payment of a district allowance in accordance with the terms of a NAPSA or an award made under the *Workplace Relations Act 1996* (Cth):

- (a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under that Act had applied to the employee; and
- (b) that would have entitled the employee to payment of a district allowance.

19.3 This clause ceases to operate on 31 December 2014.

20. Accident pay

20.1 Subject to clause 20.2, an employee is entitled to accident pay in accordance with the terms of:

- (a) a NAPSA that would have applied to the employee immediately prior to 1 January 2010 or an award made under the *Workplace Relations Act 1996* (Cth) that would have applied to the employee immediately prior to 27 March 2006, if the employee had at that time been in their current circumstances of employment and no agreement made under the *Workplace Relations Act 1996* (Cth) had applied to the employee; and
- (b) that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument.

20.2 The employee's entitlement to accident pay under the NAPSA or award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.

20.3 This clause does not operate to diminish an employee's entitlement to accident pay under any other instrument.

20.4 This clause ceases to operate on 31 December 2014.

21. Payment of wages

21.1 Except upon the termination of employment all wages including overtime will be paid on any day other than Friday, Saturday or Sunday in each week. However, by agreement between the employer and the majority of employees in the workplace, in a week where a holiday occurs payment of wages may be made on a Friday.

21.2 By agreement between the employer and the employee wages may be paid either weekly or fortnightly by one of the following means:

- (a) cash;
- (b) cheque; or
- (c) payment into employee's bank account by electronic funds transfer, without cost to the employee.

21.3 However, an employer may pay an employee weekly by cash without consultation.

21.4 Employees who are paid their wages at any time other than during their working time, will, if kept waiting more than 15 minutes, be paid overtime rates for all such waiting time.

21.5 Employees whose rostered day off falls on pay day will be paid their wages, if they so desire, before going off duty on the working day prior to their day off. However, this provision will not apply to employees paid by electronic funds transfer.

22. School-based apprenticeship

See Schedule C

23. Superannuation

23.1 Superannuation legislation

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

23.2 Employer contributions

- (a) An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.
- (b) The employer must make contributions for each employee for such month where the employee earns \$350.00 or more in a calendar month.

23.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 23.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 23.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 26.3(a) or (b) was made.

23.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 23.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 26.2 and pay the amount authorised under clauses 23.3(a) or 23.3(b) to one of the following superannuation funds:

- (a) Clubs Plus Pty Limited;
- (b) ClubsSuper;

- (c) HOSTPLUS; or
- (d) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund.

23.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 23.2 and pay the amount authorised under clauses 23.3(a) or 23.3(b):

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

Part 5—Hours of Work and Related Matters

24. Meal breaks

- 24.1 If an employee, including a casual employee, is required to work for five or more hours in a day the employee must be given an unpaid meal break of no less than 30 minutes. The break must be given no earlier than one hour 30 minutes after starting work and no later than five hours after starting work.
- 24.2 If an employee is not given a meal break in accordance with clause 24.1 the employer must pay the employee an extra hourly or part thereof payment at the rate of 50% of the ordinary hourly rate from the end of five hours until either the meal break is given or the shift ends.
- 24.3 If an employee is required to work more than five hours after the employee is given the unpaid meal break, the employee must be given an additional 20 minute paid break.
- 24.4 Where the club employs fewer than 10 people covered by this award, then the break prescribed by clause 24.2 can be substituted by a paid 20 minute crib break, which can be taken, as trade permits, at any time within that day's shift, and the penalty prescribed by clause 24.2 will not apply.
- 24.5 If either:
 - (a) an employee's hours of work fall entirely between 11.00 pm and 8.00 am; or
 - (b) an employee is the only employee rostered for duty on a particular day or shift;

the employee will be given a paid break of no less than 20 minutes. This paid break may be given instead of the unpaid meal break provided in clause 24.1.

25. Roster

25.1 A roster for all full-time and part-time employees showing normal starting and finishing time and the surname and initials of each employee will be prepared by the employer and will be posted in a conspicuous place or places accessible to the employees concerned.

25.2 The roster will be alterable by mutual consent at any time or by amendment of the roster on seven day's notice. Where practicable two weeks' notice of rostered day or days off will be given provided that the days off may be changed by mutual consent or through absence, through sickness or other cause over which the employer has no control.

26. Ordinary hours of work and rostering

26.1 The hours of work of a full-time employee are an average of 38 per week.

26.2 Each full-time employee is entitled to two full days off per week (normal rostered days off).

26.3 The average of 38 hours per week is to be worked in one of the following ways:

- (a) a 19 day month of eight hours per day; provided that the ordinary daily hours (exclusive of meal breaks) will not exceed eight per day or shift, worked within a spread of 11 hours per day;
- (b) four days of eight hours and one of six hours; provided that the ordinary daily hours (exclusive of meal breaks) will not exceed eight per day, worked within a spread of 11 hours per day, except that the daily maximum will be six hours worked within a spread of eight hours for one day in five, under this method;
- (c) four days of 9.5 hours per day (exclusive of meal breaks) within a spread of 12 hours;
- (d) five days of seven hours 36 minutes per day worked (exclusive of meal breaks) within a spread of 10.5 hours;
- (e) 152 hours per each four week period with a minimum of eight normal rostered days off per each four week period; or
- (f) any combination of the above.

26.4 The arrangement for working the average of 38 hours per week is to be agreed between the employer and the employee from the alternatives in clause 26.3.

26.5 Where the hours of work arrangement provides for 152 hours per each four week period:

- (a) no employee is to work more than 10 days in a row without a normal rostered day off;

- (b) where an employee works more than 20 days per each four week period, the 21st and any subsequent days worked in the four week period must be paid at the rates prescribed in clause 28.2.

26.6 Special provisions for accrued rostered days off

- (a) Overtime accrued rostered days off may, by agreement, be banked to a maximum of five days credit and will be taken at a time or times that are mutually agreeable to the employer and the employee.
- (b) Employees will be entitled to a maximum of 12 accrued days off in any one calendar year.
- (c) Accrued time will be reduced pro rata for any unpaid non-attendance.
- (d) For the purposes of the overtime provisions of the award, the standard day for full-time employees engaged on an accrued day off arrangement will be deemed to be eight ordinary hours.
- (e) A full-time employee who is absent from duty (other than on annual leave, long service leave, paid sick leave, compassionate leave, public holidays or other paid leave) will have eight hours ordinary time rate of pay deducted from the employee's wages for each day the employee is absent.
- (f) The hourly rate of pay will be calculated by dividing the ordinary weekly rate by 38.
- (g) Any accrued time granted to an employee in advance or owing to an employee, at the time of termination of employment, and not offset by time worked, will be deducted from or added to the final payment on termination.

26.7 Special provisions for accrued rostered days off—club managers

- (a) Each employee will be free from duty for at least nine days in each four weekly period provided that in each such period that on at least two occasions such days will be consecutive.
- (b) Where the employer and an employee mutually agree in writing to substitute an alternative method of taking time off, then that method will apply.
- (c) In clubs where only a club manager is employed the Board of Directors and the club manager may, by mutual consent in writing, agree to the club manager taking eight full days and two half days off in each four week period.
- (d) The club's Board of Directors or a duly authorised representative of the Board will have the right to direct when a rostered day off will not be worked and, in the case of an emergency, the right to direct when a rostered day off will be worked.
- (e) An employee who works on their rostered day(s) off as directed will be paid at overtime rates for all hours so worked.
- (f) Details of all work performed on a rostered day off by any employee covered by this award will be submitted in writing by the club manager to the club's Board of Directors or to a duly authorised representative of the Board prior to

or at the meeting of the Board following the day on which such work was performed and payment for such work will be made on the first pay day after that meeting.

- (g) Where details of work are not submitted in accordance with clause 26.7(f), no entitlement to payment will arise.
- (h) The taking of rostered days off may be deferred with the prior approval of the club's Board, with such rostered days off to be banked, by written agreement for a period not exceeding 12 months from the date such rostered days off accrued to the employee, to be taken at a time agreed upon between the employer and employee; provided that the number of rostered days off so banked will at no time exceed 10 such days.
- (i) The employer and the employee may agree in writing that the money value of any rostered days off accrued and banked, pursuant to clause 26.7(h), but not taken by the employee, may be paid to the employee instead of taking such accrued and banked rostered days off. Payment will be made at normal time rates of pay.
- (j) By agreement with the employer, the employee's accrued rostered days off may be added to the employee's annual leave (no annual leave loading will apply to such accruals).
- (k) Upon termination of the employee's employment for any reason, the money value of any rostered days off accrued and banked pursuant to clause 26.7(h), but not taken by the employee, will be paid to the employee at normal time rates of pay. Any rostered days off accrued in excess of 10 will be disregarded.

26.8 Make-up time

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

27. Recall to duty—club managers

An employee recalled to work any overtime in one or more periods after having left the club premises will, when such overtime is worked after the conclusion of the ordinary hours of one shift and before the commencement of the ordinary hours of the next shift (whether notified before or after having left the said premises), be paid for a minimum of one hour's work, provided such overtime is not required to be paid because of the failure of the employee to perform a duty, or function, during the employee's ordinary working hours. The employee will not be paid for the time spent travelling to and from the club on a recall.

28. Overtime

28.1 An employer may require any full-time or part-time employee to work reasonable overtime at overtime rates.

28.2 All time worked in excess of the hours and/or outside the spread of hours or outside the rostered hours prescribed in this award will be overtime and will be paid for at the following rates:

- (a) Monday to Friday inclusive—time and a half for the first two hours and double time for all work thereafter;
- (b) between midnight Friday and midnight Saturday—time and three-quarters for the first two hours and double time for all work thereafter;
- (c) between midnight Saturday and midnight Sunday—double time for all time worked; and
- (d) all work performed on an employee’s rostered day off—double time, with a minimum payment of four hours at the rate of double time.

28.3 Overtime on any day will stand alone.

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

28.5 Notwithstanding the rates prescribed in clause 28.2 at the instigation of the employee there may be an agreement in writing between the employee and the employer to take time off with pay equivalent to the amount for which payment would otherwise have been made. Such accumulated time must be taken within four weeks from the time of accrual.

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

28.7 A full-time or regular part-time employee required to work overtime for more than two hours without being notified on the previous day or earlier that they will be so required to work will be either supplied with a meal by the employer or be paid the allowance prescribed in clause 18.1(a)(i).

29. Penalty rates

29.1 An employee performing work on the following days will be paid the following percentage of the minimum wage rate in clause 17—Minimum wages for the relevant classification:

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

29.2 Public holidays

- (a) An employee other than a casual working on a public holiday will be paid for a minimum of four hours’ work.
- (b) Employees who work on a prescribed holiday may, by agreement, perform such work at ordinary rates plus 50% additional loading, rather than the penalty

rate prescribed in clause 29.1, provided that equivalent paid time is added to the employee's annual leave or one day instead of such public holiday will be allowed to the employee during the week in which such holiday falls. Provided that such holiday may be allowed to the employee within 28 days of such holiday falling due.

- (c) An employee other than a casual working on Christmas Day when it falls on a weekend will be paid an additional loading of 50% of their ordinary time rate for the hours worked on that day and will also be entitled to the benefit of a substitute day.

29.3 Other penalty

Employees will be entitled to the following additional penalty for work performed at the following times:

- (a) Monday to Friday, 7.00 pm to midnight: 10% of the standard hourly rate per hour or any part of an hour for such time worked within the said hours; and
- (b) Monday to Friday, midnight to 7.00 am: 15% of the standard hourly rate per hour or any part of an hour for such time worked within the said hours.

29.4 Penalty rates not cumulative

Except as provided in clause 24—Meal breaks, where time worked is required to be paid for at more than the ordinary rate such time will be not subject to more than one penalty, but will be subjected to that penalty which is to the employee's greatest advantage.

Part 6—Leave and Public Holidays

30. Annual leave

30.1 Leave entitlement

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

30.2 The NES prescribes the basis for payment for annual leave, including payment for untaken leave upon the termination of employment.

30.3 In addition to the payment provided for in the NES, an employer is required to pay an additional leave loading of 17.5% of that payment.

30.4 Requirement to take leave notwithstanding terms of the NES

An employer may require an employee to take annual leave by giving at least four weeks' notice in the following circumstances:

- (a) as part of a close-down of its operations; or

- (b) where more than eight weeks' leave is accrued.

31. Personal/carer's leave and compassionate leave

Personal/Carer's leave and compassionate leave are provided for in the NES.

32. Community service leave

Community service leave is provided for in the NES.

33. Professional development leave—club managers

33.1 This clause applies only to club managers.

33.2 In order to facilitate progression through the classification structure, an employee is entitled to five days' paid professional development leave in each calendar year, subject to the provisions of this clause.

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

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

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

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

34. Public holidays

34.1 National Employment Standards

- (a) Public holidays are provided for in the NES.
- (b) By agreement between the employer and the majority of employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday instead of any of the days prescribed in s.54 of the NES.

34.2 Additional arrangements for full-time employees

- (a) A full-time employee whose rostered day off falls on a public holiday must, subject to clause 29.2:
 - (i) be paid an extra day's pay;

- (ii)** be provided with an alternative day off within 28 days; or
 - (iii)** receive an additional day's annual leave.
- (b)** Clause 34.2(a) does not apply in relation to Easter Saturday, if employees have their ordinary hours rostered only on Monday to Friday.
- (c)** A full-time employee who works on a public holiday which is subject to substitution as provided for by the NES will be entitled to the benefit of the substitute day.

Part 7—Industry Specific Provisions

35. Accommodation—club managers

- 35.1** Where a club provides accommodation for a club manager, a club manager and spouse, or a club manager, spouse and dependent children, the club will be entitled to deduct an amount agreed in writing between the club and the employee, from the employee's wages for rental of such accommodation.
- 35.2** A written agreement entered into by a club and its employee under this clause must contain a provision specifying the method by which the agreed deduction for accommodation may be varied and the dates upon which the review is to take place.

Schedule A—Classification Definitions

A.1 General Definitions

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

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

A.2 Food and beverage

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

- (a) picking up glasses;
- (b) emptying ashtrays;
- (c) general assistance to food and beverage attendants of a higher grade not including service to customers;
- (d) removing food plates;
- (e) setting and/or wiping down tables;
- (f) cleaning and tidying of associated areas.

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

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

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

- (a) supplying, dispensing or mixing of liquor including the sale of liquor from the bottle department;
- (b) assisting in the cellar or bottle department, where duties could include working up to four hours per day (averaged over the relevant work cycle) in the cellar without supervision;
- (c) undertaking general waiting duties of both food and liquor including cleaning of tables;
- (d) receipt and dispensing of monies;
- (e) assembly and preparation of ingredients for cooking; or
- (f) general pantry duties.

A.2.4 Food and beverage attendant grade 3 means an employee who has the appropriate level of training and is engaged in any of the following:

- (a) supplying, dispensing or mixing of liquor including the sale of liquor from the bottle department;
- (b) assisting in the cellar or bottle department, where duties could include working up to four hours per day (averaged over the relevant work cycle) in the cellar without supervision;
- (c) undertaking general waiting duties of both food and liquor including cleaning of tables;
- (d) receipt and dispensing of monies;
- (e) engaged on delivery duties; or
- (f) in addition to the tasks performed by a food and beverage attendant grade 2 the employee is also involved in:
- (g) the operation of a mechanical lifting device; or
- (h) attending a wagering (e.g. TAB) terminal, electronic gaming terminal or similar terminal

and/or means an employee who is engaged in any of the following:

- (i) full control of a cellar or liquor store (including the receipt, delivery and recording of goods within such an area);
- (j) mixing a range of sophisticated drinks;
- (k) supervising food and beverage attendants of a lower grade;
- (l) taking reservations, greeting and seating guests;
- (m) training food and beverage attendants of a lower grade.

A.2.5 Food and beverage attendant (tradesperson) grade 4 means an employee who has completed an apprenticeship in waiting or who has passed the appropriate trade test and as such carries out specialised skilled duties in a fine dining room or restaurant.

A.2.6 Food and beverage supervisor means an employee who has the appropriate level of training including a supervisory course and who has the responsibility for supervision, training and co-ordination of food and beverage staff, or stock control for a bar or series of bars.

A.2.7 Liquor service employee means a person employed to sell or dispense liquor in bars and/or bottle departments or shops and includes a cellar employee.

A.3 Kitchen

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

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

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

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

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

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

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

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

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

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

- (c) solely responsible for other cooks and other kitchen employees in a single kitchen establishment.

A.4 Guest service

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

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

A.4.2 Guest service grade 2 means an employee who has not achieved the appropriate level of training and who is engaged in any of the following:

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

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

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

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

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

- A.4.6 Front office grade 1** means an employee who is engaged as an assistant in front office duties including night auditing, telephonist, receptionist, cashier, information services or reservations.
- A.4.7 Front office Grade 2** means an employee who has the appropriate level of training and is in the front office engaged in telephonist, receptionist, cashier, information services or reservations.
- A.4.8 Front office grade 3** means an employee who has the appropriate level of training and is in the front office engaged in duties including assisting in training and supervision of front office employees of a lower grade.
- A.4.9 Front office supervisor** means an employee who has the appropriate level of training including a supervisory course and who supervises, trains and co-ordinates the work of front office employees.

A.5 Administration

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

Exposure Draft (May 2009): Registered and Licensed Clubs Award 2010

- (j) sorts, processes and records original source financial documents (e.g. invoices, cheques, correspondence) on a daily basis; maintains and records petty cash; prepares bank deposits and withdrawals and does banking;

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

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

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

A.6 Security

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

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

A.7 Leisure activities

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

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

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

A.7.3 Leisure attendant grade 3 means a person who has the appropriate level of training, and who plans and co-ordinates leisure activities for guests and may supervise other leisure attendants.

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

A.8 Stores and other activities

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

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

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

- (a) implements quality control techniques and procedures;
- (b) understands and is responsible for a stores/warehouse area or a large section of such an area;
- (c) has a highly developed level of interpersonal and communications skills;
- (d) is able to supervise and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction;
- (e) exercises discretion within the scope of this grade; and who may exercise skills attained through the successful completion of an appropriate warehousing certificate; and may perform indicative tasks at this level such as:

- (i) liaising with management, suppliers and customers with respect to stores operations;
- (ii) detailing and co-ordinating activities of other storepersons and acting in a leading hand capacity for in excess of 10 storepersons;
- (f) maintaining control registers including inventory control and being responsible for preparation and reconciliation of regular reports or stock movements, dispatches, etc; and
- (g) supervises the receipt and delivery of goods, records, outgoing goods, responsible for the contents of a store.

A.9 Ground maintenance

A.9.1 Greenkeeper level 1 means an employee primarily engaged in the following activities:

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

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

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

- (a) operation and minor maintenance of motorised equipment under supervision, other than machinery or equipment requiring the holding of specialised licences;
- (b) assistance in the maintenance, renovation and reconstruction of greens and fairways, and/or maintenance of playing surfaces, including mowing, rolling, top dressing, seeding, turfing and sprigging, fertilising under supervision, planting and maintenance of trees, pruning under supervision;
- (c) applies fertilisers, fungicides, herbicides and insecticides under general supervision;
- (d) gardening duties including the planting and trimming of trees, sewing, planting and cutting of grass, and the watering of plants, gardens, trees, lawns and displays;

- (e) performs routine maintenance of turf, synthetic, artificial and other play surfaces;
- (f) completion of basic records;
- (g) assistance in the construction and installation of facilities and systems;
- (h) performs tasks incidental to the employee's work.

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

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

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

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

A.9.5 Greenkeeper (management employee) level 5 means an employee appointed to this level who reports directly to either the Committee of Management or Management employee level 2 as appropriate and undertakes three or more of the following duties:

- (a) responsible for supervision of all staff involved in daily course maintenance;
- (b) responsible for planning, scheduling and supervision of all aspects of turf maintenance;

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

A.9.6 Greenkeeper (management employee) level 6 means employee appointed to this level who reports directly to the Committee of Management and undertakes three or more of the following duties:

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

A.10 Miscellaneous

A.10.1 Handyperson means a person who is not a tradesperson and whose duties include the performance of routine repair work and maintenance in and about the employer's premises.

A.11 Club managers—duties and responsibilities

A.11.1 Administration

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

(b) Secretarial

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

(c) Legal

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

- (i) industrial relations;
- (ii) corporations and associations;
- (iii) taxation;
- (iv) trade practices;
- (v) liquor, gaming and food;
- (vi) workplace health and safety;
- (vii) discrimination;
- (viii) accommodation;
- (ix) security;
- (x) registered clubs.

(d) Accounting

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

(e) Personnel/human resources

- (i)** Establish procedures and policies in relation to matters pertaining to positive employment practices;
- (ii)** delegation of authority and responsibility to staff;
- (iii)** explanation to, and general supervision of duties of subordinate managerial staff members;
- (iv)** the engagement of staff, except where the Board reserves the right to make the appointment, and the termination of staff in appropriate circumstances;
- (v)** interpretation and application of the relevant Statutes and Acts of parliament and regulations made thereunder, in so far as each of these affects the club, including but not limited to the regulation of the following issues:
 - industrial relations;
 - income taxation;
 - occupational superannuation;
 - vocational education and training;
 - affirmative action;
 - discrimination;
 - workplace health and safety;
 - annual and long service leave;
 - workers compensation;
 - negotiations with staff and/or unions, and problem resolution;
 - training and development of staff;
 - staff motivation (otherwise than by overaward payments and/or conditions, without prior Board approval);
 - maintenance of effective employer/employee relations.

(f) Bar operations

- (i)** Responsibility for supervision of activities of bar staff (in conjunction with the beverage manager, where applicable);
- (ii)** supervision of liquor purchasing;
- (iii)** supervision of stock control procedures;
- (iv)** supervision of security of bar areas;
- (v)** responsibility for security of cash takings;

- (vi) general control of effective and economical staff rostering;
- (vii) analysis and interpretation of bar trading results;
- (viii) responsibility for hygiene in bar areas;
- (ix) responsibility for standard of liquor service; and
- (x) implementation of Responsible Service of Alcohol practices and procedures.

(g) Catering operations

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

(h) Poker machine/gaming and wagering operations

- (i) Responsibility for supervision of activities of poker machine staff (in conjunction with the gaming manager, where applicable);
- (ii) maintaining up-to-date knowledge of models and their operations;
- (iii) arranging for maintenance and repairs;
- (iv) compilation of returns to statutory authorities;
- (v) prevention of frauds;
- (vi) responsibility for supervision of cash takings procedures;
- (vii) analysis and interpretation of trading results;

- (viii) responsibility for all other forms of gaming within the club, including but not limited to TAB facilities and Keno; and
- (ix) implementation of practice and procedures for the Responsible Conduct of Gaming.

(i) Premises operations

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

(j) Club promotion

- (i) Responsibility for supervision of activities of promotional staff (in conjunction with the marketing and promotions manager, where applicable);
- (ii) by personal conduct and bearing, the maintenance of good relations with members; exemplified by prompt:
 - handling of members' complaints;
 - dealing with intoxicated members and guests;
- (iii) social activities with members;
- (iv) production of members' newsletters and journals;
- (v) creation, production and implementation of strategic marketing plans.

(k) Club entertainment/function

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

(iv) arranging and publicising club entertainment and functions.

(l) Club sporting/greens and course operations

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

(m) Club information and technology operations

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

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

(i) Responsibility for club sporting activities:

- liaison with club sports associations;
- publicising club sporting activities;
- provision of club sporting equipment and facilities, as approved by the Board, in response to requests by internal sports committees;

(ii) organisation, planning and promotion of club functions;

(iii) maintenance or establishment of club's community activities, in accordance with the expressed policy of the Board;

(iv) facilitating support to charities;

(v) establishing alternative areas of community involvement.

(o) Club external relations

Maintenance or establishment of relations with organisations and Government departments;

(i) employers' associations;

(ii) industrial unions;

(iii) liquor licensing division;

(iv) treasury/gaming.

A.11.2 Classifications

The Management Committee of an employing club will establish an appropriate management classification level for management positions at their respective club.

From the commencement date of this award and subject to this clause a management employee will be classified in accordance with the nature of the job being performed, into any of the following classification levels.

(a) Level A manager

- (i)** Directly supervises the work of other employees and is supervised by more senior management;
- (ii)** has completed the prescribed standard of training;
- (iii)** indicative tasks of a Level A manager include:
 - supervision of staff in one or more sections of the club, including allocation of duties, preparation of rosters, approval of overtime, employee counselling, discipline and performance appraisal;
 - plan and implement improved work procedures;
 - make recommendations to senior management or the Management Committee on staff including training requirements and staffing levels;
 - decides in consultation with senior management or the Management Committee on the engagement, termination and promotion of non-managerial staff;
 - trains non-managerial staff;
 - supervises clerical work, maintains records including the use of computers;
 - supervision of stock control and stocktaking;
 - contributes ideas for long term planning, including the areas of new equipment, maintenance, human resources, marketing;
 - checks and supervises quality of services, hygiene and safety arrangements;
 - checks equipment and facilities for maintenance, replacement and upgrading;
 - checks, organises and implements security procedures;
 - places supply orders and authorises payments within set procedures.

(b) Level B manager

- (i)** Directly supervises the work of other employees and is supervised by more senior management;
- (ii)** has completed the prescribed standard of training; and
- (iii)** works at a level above and beyond the skills required of a Level A manager;
- (iv)** Indicative tasks of a Level B manager include duties of a lower level plus:

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- establishes stock control levels, checks accuracy of stocktaking, evaluates suppliers, negotiates pricing and/or terms;
- sets quality standards for facilities, service, etc.;
- more complex checking than for a Level A manager, including the economical use of old plant and equipment or the need for new plant and equipment;
- implements and checks emergency procedures;
- organises training, evaluates training materials for non-managerial employees;
- consults with union delegates, requiring an accurate knowledge of industrial awards;
- collects statistics; analyses income; reads and understands computer system and user materials;
- authorises payments or expenditure according to club procedures;
- updates security procedures.

(c) Level C manager

- (i)** Directly supervises the work of other employees which may include other managers and is supervised by more senior management;
- (ii)** has completed the prescribed standard of training; and
- (iii)** works at a level above and beyond the skills required of a Level B manager.
- (iv)** Indicative tasks of a Level C manager include duties of a lower level plus:
 - supervision of other managerial employees, including discipline, analysis of training needs, allocation of duties, performance appraisal;
 - determines suitability of training courses and/or methods;
 - negotiates about industrial issues with union delegates and other employees;
 - designs information collection systems; consults with computer suppliers/advisers;
 - plans emergency procedures;
 - interprets and applies specific Board policy in the running of the club;
 - assesses tenders and quotations; inspects works done on property; liaises with outside businesses;
 - provides ideas for longer term financial planning;

- analyses income and expenditure for a number of the club's operations; calculates costs and/or value of stock and sales;
- investigates financial irregularities.

(d) Level D manager

- (i) Assumes a higher level of management responsibility than an A, B or C Level manager; or
- (ii) where the manager is responsible for the general management of a club and may be supported by another manager. The manager's duties are clearly within the scope of this level;
- (iii) has completed the prescribed standard of training or has experience equivalent to the prescribed level of training; and
- (iv) works at a level above and beyond the skills of a Level C manager.
- (v) Indicative tasks of a Level D manager include duties of a lower level plus:
 - ensures legal requirements are met, prepares statutory returns, required to interpret relevant Acts and Statutes;
 - organises safety procedures, keeps abreast of developments in safety and is responsible for maintenance of safety equipment;
 - implements marketing programs and activities;
 - determines long-term planning priorities, including how and which information is to be collected; contributes ideas for long-term forward planning of property;
 - supervises financial reports and calculation of finances, establishes stocktaking procedures, is involved in the identification of financial risks and evaluation of financial options; may supervise preparation of wages; calculates costs of services;
 - evaluates computer hardware;
 - prepares agendas and proposals for consideration by the Board;
 - establishes procedures that apply to the whole club.

(e) Level E manager

- (i) Is a manager responsible for the general management of a club and is supported by another manager/managers; and whose duties are clearly within the scope of this level;
- (ii) has completed the prescribed standard of training; and
- (iii) works at a level above and beyond the skills of a Level D manager.
- (iv) Indicative tasks of a Level E manager include duties of a lower level plus:

- consults/negotiates with employer and employee organisations about industrial problems, laws, regulations, etc.;
- negotiates legal requirements;
- prepares policy recommendations for the Board and assists the Board to decide policy; makes recommendations to the Board on management staffing matters;
- prepares financial reports; co-ordinates annual reports;
- establishes financial procedures including authorisation for routine or regular payments;
- negotiates sales contracts/agreements;
- prepares marketing/promotional materials;
- evaluates computer software;
- represents the club at speaking engagements, including annual meetings/club meetings.

(f) Level F manager

- (i)** Is a manager responsible for the general management of a club and is supported by other managers; and whose duties are clearly within the scope of this level;
- (ii)** has completed the prescribed standard of training; and
- (iii)** works at a level above and beyond the skills of a Level E manager.
- (iv)** Indicative tasks of a Level F manager include duties of a lower level plus:
 - defines industrial relations policy, negotiate about problems with Union officials and implement procedures for resolution;
 - designs staff appraisal systems;
 - liaises with media, government, chairs meetings of outside groups (e.g. community groups);
 - manages property maintenance and development contracts; negotiates with potential property developers.

(g) Level G manager

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

- (iv) Indicative tasks of a Level G manager include duties of a lower level plus:
- the characteristics of the clubs in which managers at this level work require them to engage in more complex planning and design, and to have increased levels of accountability and responsibility.

(h) Prescribed level of training

For the purpose of this clause, **prescribed level of training** means:

- (i) Satisfactory completion of a training course in accordance with the guidelines listed in Appendix 1; or
- (ii) That the employee's skills have been assessed to be at least the equivalent of those attained through the suitable course described in Appendix 1.

APPENDIX 1 TO SCHEDULE A

THE QUALIFICATIONS FRAMEWORK

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

In simple terms, the Qualifications Framework:

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

THE HOSPITALITY TRAINING PACKAGE

Competency standards

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

Competency standards can be used for:

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

Assessment guidelines

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

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

Qualifications framework

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

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

1. Certificate I; suitable for club operational level staff.
2. Certificate II; suitable for club operational level staff.
3. Certificate III; suitable for club operational level staff.

4. Certificate IV; suitable for club managers Level A.
5. Diploma; suitable for club managers Level B.
6. Advanced Diploma; suitable for club managers Level C–E.

How does it relate to the club management training system?

The *Registered and Licensed Clubs Award 2010* training requirements and the management traineeship are linked directly to the Australian Qualifications Framework.

Looking at industrial requirements:

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

Looking at traineeship guidelines:

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

What training units should you do?

The *Registered and Licensed Clubs Award 2010* sets out seven levels of management from A to G that are classified according to duties and responsibilities. Each level has training requirements to assist the development of the required skills and knowledge to carry out the particular management role. This provides a clear career path to follow.

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

Level A manager

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

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

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

Level B manager

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

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

Level C manager

Competencies for Levels A and B plus:

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

Level D manager

Competencies for Levels A, B and C plus:

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

Level E manager

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

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

Completion of all Diploma of Hospitality Management SIT50307 (Club Management) requirements, PLUS the Core units listed above Level C—Level E manager, and the required Elective units (18) refer to the Elective List, satisfies the requirements for National Advanced Diploma of Hospitality Management SIT60307 (Club Management).

Level F manager

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

Level G manager

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

ELECTIVE UNITS

| | | | Certificate level |
|------------------------------------|---|--|--------------------------|
| Client and customer service | | | |
| SITXCCS001A | Provide visitor information | | I |
| SIRXCCS001A | Apply point-of-sale handling procedures | | I |
| SITXCCS002A | Provide quality customer service | | II |
| SITXCCS004A | Provide club reception services | | II |
| Communication and team work | | | |
| TDTE597B | Carry out basic workplace calculations | | I |
| SITXCOM003A | Deal with conflict situations | | III |
| SITXCOM004A | Communicate on the telephone | | III |
| SITXCOM005A | Make presentations | | III |
| SITXCOM006A | Address protocol requirements | | III |
| Finance | | | |
| SITXFIN001A | Process financial transactions | | I |
| SITXFIN002A | Maintain financial records | | II |
| SITXFIN003A | Interpret financial information | | III |
| Food and beverage | | | |
| SITHFAB001A | Clean and tidy bar areas | | I |

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| | | |
|--------------------|--|-----|
| SITHFAB002A | Operate a bar | I |
| SITHFAB003A | Serve food and beverage to customers | I |
| SITHFAB005A | Provide table service of alcoholic beverages | I |
| SITHFAB009A | Provide responsible service of alcohol | I |
| SITHFAB010A | Prepare and serve non-alcoholic beverages | I |
| SITHFAB012A | Prepare and serve espresso coffee | I |
| SITHFAB004A | Provide food and beverage service | II |
| SITHFAB006A | Operate cellar systems | II |
| SITHFAB007A | Complete retail liquor sales | II |
| SITHFAB008A | Provide room service | II |
| SITHFAB011A | Develop and update food and beverage knowledge | II |
| SITHFAB013A | Provide specialist advice on food | III |
| SITHFAB014A | Provide specialist advice on wine | III |
| SITHFAB015A | Prepare and serve cocktails | III |
| SITHFAB016A | Plan and monitor espresso coffee service | III |
| SITHFAB017A | Provide gueridon/guerdon service | III |
| SITHFAB018A | Provide silver service | III |
| FDFCDSEWB | Evaluate wines (standard) | III |
| FDFCDSSTTA | Conduct a standard product tasting | III |
| Food safety | | |
| SITHFSA003A | Transport and store food in a safe and hygienic manner | II |
| SITHFSA001A | Implement food safety procedures | III |

Inventory

Exposure Draft (May 2009): Registered and Licensed Clubs Award 2010

| | | |
|---|---|-----|
| SITXINV001A | Receive and store stock | I |
| SITXINV002A | Control and order stock | III |
| Administration | | |
| SITXADM001A | Perform office procedures | II |
| SITXADM002A | Source and present information | III |
| SITXADM003A | Write business documents | III |
| SITXADM004A | Plan and manage meetings | III |
| BSBEBUS401A | Conduct online research | III |
| Gaming | | |
| SITHGAM001A | Attend gaming machines | II |
| SITHGAM002A | Operate a TAB outlet | II |
| SITHGAM003A | Conduct a Keno game | II |
| SITHGAM006A | Provide responsible gambling services | II |
| SITHGAM004A | Analyse and report on gaming machine data | III |
| Risk management and security | | |
| PRSSO217A | Provide lost and found facility | II |
| Computer operations and ICT management | | |
| BSBADM304A | Design and develop text documents | III |
| BSBADM305A | Create and use databases | III |
| BSBCMN108A | Develop keyboard skills | III |
| BSBCMN205A | Use business technology | III |
| BSBCMN213A | Produce simple word-processed documents | III |
| BSBCMN306A | Produce business documents | III |
| Environmental sustainability | | |

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| | | |
|-------------|---|-----|
| SITXENV001A | Participate in environmentally sustainable work practices | III |
|-------------|---|-----|

First aid

| | | |
|-----------|-----------------|-----|
| HLTFA301B | Apply first aid | III |
|-----------|-----------------|-----|

Schedule B—Supported Wage System

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

B.2 In this schedule:

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

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

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

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

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

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

B.3 Eligibility criteria

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

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

B.4 Supported wage rates

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

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

B.4.2 Provided that the minimum amount payable must be not less than \$69 per week.

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

B.5 Assessment of capacity

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

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

B.6 Lodgement of SWS wage assessment agreement

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

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

B.7 Review of assessment

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

B.8 Other terms and conditions of employment

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

B.9 Workplace adjustment

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

B.10 Trial period

- B.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- B.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- B.10.3** The minimum amount payable to the employee during the trial period must be no less than \$69 per week.
- B.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- B.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause B.5.

Schedule C—National Training Wage

Schedule D—School-based Apprenticeship

- D.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- D.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- D.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- D.4** For the purposes of clause D.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- D.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- D.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- D.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- D.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice.
- D.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- D.10** If an apprentice converts from school-based to full-time, all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- D.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

Restaurant Industry Award 2010

NOTE: Transitional provisions may apply to certain clauses – see clause 2 and Schedule A

Table of Contents

| | |
|--|-----------|
| Part 1—Application and Operation..... | 3 |
| 1. Title | 3 |
| 2. Commencement and transitional | 3 |
| 3. Definitions and interpretation..... | 4 |
| 4. Coverage..... | 5 |
| 5. Access to the award and the National Employment Standards | 6 |
| 6. The National Employment Standards and this award | 6 |
| 7. Award flexibility | 6 |
| Part 2—Consultation and Dispute Resolution..... | 7 |
| 8. Consultation regarding major workplace change | 7 |
| 9. Dispute resolution..... | 8 |
| Part 3—Types of Employment and Termination of Employment..... | 9 |
| 10. Types of employment | 9 |
| 11. Full-time employment | 9 |
| 12. Part-time employment | 9 |
| 13. Casual employment | 10 |
| 14. Apprentices..... | 10 |
| 15. Junior employees | 10 |
| 16. Termination of employment..... | 10 |
| 17. Redundancy | 11 |
| Part 4—Minimum Wages and Related Matters | 12 |
| 18. Work organisation | 12 |
| 19. Classifications | 12 |
| 20. Minimum wages | 12 |
| 21. Supported wage system | 15 |
| 22. National training wage | 15 |
| 23. School-based apprentices | 15 |

Exposure Draft (September 2009): Restaurant Industry Award 2010

| | | |
|--|---|-----------|
| 24. | Allowances..... | 15 |
| 25. | District allowances..... | 17 |
| 26. | Accident pay | 17 |
| 27. | Payment of wages | 18 |
| 28. | Annualised salary arrangements | 18 |
| 29. | Mixed functions | 19 |
| 30. | Superannuation | 19 |
| Part 5—Hours of Work and Related Matters | | 21 |
| 31. | Hours of work | 21 |
| 32. | Breaks | 22 |
| 33. | Overtime | 23 |
| 34. | Penalty rates..... | 24 |
| Part 6—Leave and Public Holidays | | 25 |
| 35. | Annual leave | 25 |
| 36. | Personal/carer’s leave and compassionate leave | 26 |
| 37. | Community service leave..... | 26 |
| 38. | Public holidays..... | 26 |
| Part 7—Industry specific provisions | | 27 |
| 39. | No deduction for breakages or cashiering underings..... | 27 |
| Schedule A—Transitional Provisions | | 28 |
| Schedule B—Classification Structure and Definitions | | 32 |
| Schedule C—Supported Wage System | | 37 |
| Schedule D—National Training Wage..... | | 40 |
| Schedule E—School-based Apprentices | | 41 |

Part 1—Application and Operation

1. Title

This award is the *Restaurant Industry Award 2010*.

2. Commencement and transitional

2.1 This award commences on 1 January 2010.

2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:

- minimum wages and piecework rates
- casual or part-time loadings
- Saturday, Sunday, public holiday, evening or other penalties
- shift allowances/penalties.

2.4 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, Fair Work Australia may make any order it considers appropriate to remedy the situation.

2.5 Fair Work Australia may review the transitional arrangements in this award and make a determination varying the award.

2.6 Fair Work Australia may review the transitional arrangements:

- (a) on its own initiative; or
- (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or
- (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or
- (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

3. Definitions and interpretation

3.1 In this award, unless the contrary intention appears:

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

appropriate level of training means that an employee:

- (a) has completed an appropriate training course accredited within the Australian Qualifications Framework (AQF);
- (b) has been assessed by a qualified skills assessor to have skills at least equivalent to those attained in an appropriate training course; and/or
- (c) at 31 December 2009 (except for food and beverage attendants grade 2 as defined in Schedule B—Classification Structure and Definitions) has been doing the work of a particular classification for a period of at least three months

(However, to avoid doubt, the minimum classification rate for an employee who has completed AQF Certificate III or higher qualifications relevant to the classification in which they are employed is Level 4 in clause 20.1. For food and beverage attendants grade 2, classification at grade 3 is subject to the employee having completed AQF Certificate II qualifications relevant to the grade 3 classification)

award-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

catering by a restaurant business means the provision by a restaurant of catering services for any social or business function where such services are incidental to the major business of the restaurant

employee means a national system employee as defined in sections [13](#) and [30C](#) of the Act

employer means a national system employer as defined in sections [14](#) and [30D](#) of the Act

enterprise award-based instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

NES means the National Employment Standards as contained in [sections 59 to 131](#) of the *Fair Work Act 2009* (Cth)

relevant apprenticeship legislation means any awards and/or regulations made by any State Apprenticeship Authority

restaurant industry means restaurants, reception centres, night clubs, licensed cafes and licensed roadhouses, and includes any tea shop, café, fish or oyster shop or liquor booth or any tent, vehicle or building where sandwiches, cakes, hot dogs, meals and drinks of any type are sold retail to the public and catering by a restaurant business but does not include a restaurant operated in or in connection with premises owned or operated by employers covered by any of the following awards:

- (a) *Hospitality Industry (General) Award 2010*;

- (b) *Registered and Licensed Clubs Award 2010*; or
- (c) *Fast Food Award 2010*

spread of hours means the period of time elapsing from the time an employee commences duty to the time the employee ceases duty within any period of 24 hours

standard rate means the minimum wage for a Level 4 classification (Cook (tradesperson) grade 3) in clause 20.1. The **standard weekly rate** means the minimum weekly wage for a level 4 rate (Cook (tradesperson) grade 3) in clause 20.1. The **standard hourly rate** means the minimum hourly wage for a level 4 classification (Cook (tradesperson) grade 3) in clause 20.1.

- 3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

4. Coverage

- 4.1 This industry award covers employers throughout Australia in the restaurant industry and their employees in the classifications listed in Schedule B—Classification Structure and Definitions to the exclusion of any other modern award.
- 4.2 The award does not cover an employee excluded from award coverage by the Act.
- 4.3 The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.
- 4.4 The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.
- 4.5 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.
- 4.6 This award does not cover employers in the following industries or activities or their employees:
- (a) contract caterers whose principal and substantial business activity is that of providing catering services and/or accommodation services on a contract or fee-for-service basis;
 - (b) retail industry;
 - (c) fast food industry;
 - (d) in-flight catering for airlines;
 - (e) catering services provided by aged care employers;
 - (f) hotels, motels, hostels and boarding establishments;

- (g) clubs registered or recognised under State or Territory legislation;
- (h) boarding schools, residential colleges, hospitals, industrial schools or orphanages; or
- (i) restaurants operated in or in connection with hotels, motels, hostels and boarding establishments, and/or clubs registered or recognised under State or Territory legislation.

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

5. Access to the award and the National Employment Standards

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6. The National Employment Standards and this award

The [NES](#) and this award contain the minimum conditions of employment for employees covered by this award.

7. Award flexibility

7.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

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

7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.

7.3 The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
- (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

- 7.4** The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (b) state each term of this award that the employer and the individual employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 7.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.6** Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 7.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 7.8** The agreement may be terminated:
- (a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee.
- 7.9** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

Part 2—Consultation and Dispute Resolution

8. Consultation regarding major workplace change

8.1 Employer to notify

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.

- (b) **Significant effects** include 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, promotion 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 this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

8.2 Employer to discuss change

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1.
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, 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 no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

9. Dispute resolution

- 9.1 In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 9.2 If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to Fair Work Australia.
- 9.3 The parties may agree on the process to be utilised by Fair Work Australia including mediation, conciliation and consent arbitration.
- 9.4 Where the matter in dispute remains unresolved, Fair Work Australia may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 9.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

- 9.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Part 3—Types of Employment and Termination of Employment

10. Types of employment

- 10.1** Employees under this award will be employed in one of the following categories:

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

- 10.2** At the time of engagement an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time or casual.

11. Full-time employment

A full-time employee is an employee who is engaged to work an average of 38 ordinary hours per week.

12. Part-time employment

- 12.1** An employer may employ part-time employees in any classification in this award.

- 12.2** A part-time employee is an employee who:

- (a) works less than full-time hours of 38 per week;
- (b) has reasonably predictable hours of work; and
- (c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

- 12.3** At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.

- 12.4** Any agreed variation to the hours of work will be recorded in writing.

- 12.5** An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.

- 12.6** An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 13—Casual employment.
- 12.7** All time worked in excess of the hours as agreed under clause 12.3 or varied under clause 12.4 will be overtime and paid for at the rates prescribed in clause 33—Overtime.
- 12.8** A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed in clause 20—Minimum wages, for the work performed.

13. Casual employment

- 13.1** A casual employee is an employee engaged as such and must be paid a casual loading of 25%. The casual loading is paid as compensation for annual leave, unpaid personal/carer's leave, notice of termination, redundancy benefits and the other entitlements of full-time or part-time employment.
- 13.2** On each occasion a casual employee is required to attend work they are entitled to a minimum payment for two hours' work.
- 13.3** A casual employee must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.

14. Apprentices

- 14.1** Apprentices will be engaged in accordance with relevant apprenticeship legislation and be paid in accordance with clause 20.2.
- 14.2** An apprentice under the age of 18 years must not, without their consent, be required to work overtime.

15. Junior employees

- 15.1** Junior employees will be paid in accordance with clause 20.3. Where the law permits, junior employees may be employed in the bar or other places where liquor is sold. Junior employees working as liquor service employees must be paid at the adult rate of pay in clause 20.1 for the classification for the work being performed.
- 15.2** An employer may at any time demand the production of a birth certificate or other satisfactory proof for the purpose of ascertaining the correct age of a junior employee. If a birth certificate is required, the cost of it must be borne by the employer.
- 15.3** No employee under the age of 18 years will be required to work more than 10 hours in a shift.

16. Termination of employment

- 16.1** Notice of termination is provided for in the NES.

16.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer, except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination, under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause, less any period of notice actually given by the employee.

16.3 Job search entitlement

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

17. Redundancy

17.1 Redundancy pay is provided for in the NES.

17.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

17.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee will be entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but will not be entitled to payment instead of notice.

17.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy will 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 will, at the request of the employer, be required to produce proof of attendance at an interview or they will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) This entitlement applies instead of clause 16.3.

17.5 Transitional provisions

- (a) Subject to clause 17.5(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with terms of a notional agreement preserving a State award:
 - (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under the *Workplace Relations Act 1996* (Cth) had applied to the employee; and
 - (ii) that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.
- (b) The employee's entitlement to redundancy pay under the notional agreement preserving a State award is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.
- (c) This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.
- (d) Clause 17.5 ceases to operate on 31 December 2014.

Part 4—Minimum Wages and Related Matters

18. Work organisation

Employees must undertake duties as directed within the limits of their competence and may undertake duties across the different streams contained in the classification definitions in Schedule B—Classification Structure and Definitions.

19. Classifications

The definitions of the classification levels in clause 20—Minimum wages, are contained in Schedule B—Classification Structure and Definitions.

20. Minimum wages

20.1 General

An adult employee within a level specified in the following table (other than an apprentice) will be paid not less than the rate per week assigned to the classification, as defined in Schedule B—Classification Structure and Definitions, for the area in which such employee is working.

Exposure Draft (September 2009): Restaurant Industry Award 2010

| Classification | Minimum weekly wage \$ | Minimum hourly wage \$ |
|---|---------------------------------------|---------------------------------------|
| Introductory level | 543.90 | 14.31 |
| Level 1: Food and beverage attendant grade 1 Kitchen attendant grade 1 | 560.50 | 14.75 |
| Level 2: Food and beverage attendant grade 2 Cook grade 1 Kitchen attendant grade 2 Clerical grade 1 Storeperson grade 1 Door person/security officer grade 1 | 583.00 | 15.34 |
| Level 3: Food and beverage attendant grade 3 Cook grade 2 Kitchen attendant grade 3 Clerical grade 2 Storeperson grade 2 Timekeeper/security officer grade 2 Handyperson | 603.90 | 15.89 |
| Level 4: Food and beverage attendant grade 4 (tradesperson) Cook grade 3 (tradesperson) Clerical grade 3 Storeperson grade 3 | 637.60 | 16.78 |
| Level 5: Food and beverage supervisor Cook grade 4 (tradesperson) Clerical supervisor | 679.30 | 17.88 |
| Level 6: Cook grade 5 (tradesperson) | 698.20 | 18.37 |

20.2 Apprentices

(a) Minimum wages

| | Percentage of the rate prescribed in clause 20.1 for a Cook grade 3 | Minimum weekly wage | Minimum hourly wage |
|----------|---|------------------------|------------------------|
| | % | \$ | \$ |
| 1st year | 55 | 350.70 | 9.23 |
| 2nd year | 65 | 414.40 | 10.91 |
| 3rd year | 80 | 510.10 | 13.42 |
| 4th year | 95 | 605.70 | 15.94 |

(b) Completion of full apprenticeship

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

(c) Proficiency pay

(i) Application

Proficiency pay as set out in this clause will apply to apprentices who have successfully completed their schooling in a given year.

(ii) Payments

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

- **On one occasion only**

- the first nine months of the fourth year of the normal fourth year rate of pay;
- thereafter, the qualified cook's award rate of pay.

- **On two occasions**

- for the first six months of the fourth year of apprenticeship, the normal year rate of pay;
- thereafter, the qualified cook's award rate of pay.

- **On three occasions**

- for the entire fourth year, the qualified cook's award rate of pay.

20.3 Juniors—minimum wages

- (a) The minimum rate of wages for junior employees will be the percentages as set out below of the rate prescribed for the adult classification appropriate to the work performed for the area in which the employee is working.

| Age | % |
|--------------------|-----|
| 16 years and under | 50 |
| 17 years and under | 60 |
| 18 years of age | 70 |
| 19 years of age | 85 |
| 20 years of age | 100 |

- (b) The wage will be calculated to the nearest \$0.10. Any broken part of \$0.10 in the result not exceeding \$0.05 is to be disregarded.

21. Supported wage system

See Schedule C

22. National training wage

See Schedule D

23. School-based apprentices

See Schedule E

24. Allowances

24.1 Meal allowance

- (a) A full-time or part-time employee required to work overtime for more than two hours without being notified on the previous day or earlier that the employee will be so required to work will be supplied with a meal by the employer or paid a meal allowance of \$10.07.
- (b) If an employee pursuant to notice has provided a meal and is not required to work overtime or is required to work less than the amount advised, the employee will be paid as above prescribed for the meal which the employee has provided but which is surplus.

24.2 Split shift allowance

Full-time and part-time employees who have a broken work day will receive an additional allowance of 5.4% of the standard weekly rate for each work period of two hours or more, for a spread of hours as prescribed in clause 31—Hours of work.

24.3 Clothing, equipment and tools allowance

- (a) Where an apprentice cook is required to use their own tools (and is not in receipt of a tool allowance), the employer must pay an allowance of \$1.55 per day or part thereof up to a maximum of \$7.60 per week.

Exposure Draft (September 2009): Restaurant Industry Award 2010

- (b) Where the employer requires an employee to wear any special clothing such as coats, dresses, caps, aprons, cuffs and any other articles of clothing, the employer must reimburse the employee for the cost of purchasing such special clothing. The provisions of this clause do not apply where the special clothing is paid for by the employer.
- (c) Where the employee is responsible for laundering the special clothing, the employer must reimburse the employee for the demonstrated costs of laundering it.
- (d) The employer and the employee may agree on an arrangement under which the employee will wash and iron the special clothing for an agreed sum of money, which reflects the cost of laundering the items, to be paid by the employer to the employee each week.
- (e) For the purposes of this clause, black and white attire (not being dinner suit or evening dress), shoes, hose and/or socks are not special clothing.
- (f) Where it is necessary that an employee wear waterproof or other protective clothing such as waterproof boots, aprons or gloves, the employer must reimburse the employee for the cost of purchasing such clothing. The provisions of this clause do not apply where the protective clothing is paid for by the employer.
- (g) An employer may require an employee on commencing employment to sign a receipt for item/s of uniform and property. This receipt must list the item/s of uniform and property and the value of them. If, when an employee ceases employment, the employee does not return the item/s of uniform and property (or any of them) in accordance with the receipt, the employer will be entitled to deduct the value as stated on the receipt from the employee's wages.
- (h) In the case of genuine wear and tear, damage, loss or theft that is not the employee's fault the provisions of clause 24.3(g) will not apply.
- (i) Where the employer requires an employee to provide and use any towels, tools, knives, choppers, implements, utensils and materials, the employer must reimburse the employee for the cost of purchasing such equipment. The provisions of this clause do not apply where these items are paid for by the employer.

24.4 Allowance for distant work

- (a) The special rate to be paid to employees who work away from their employer's place of business for the time occupied in travelling between the employer's place of business and work or between the employee's residence and work will be at ordinary rates.
- (b) Where an employee is engaged for country or seaside work and has to travel 80 kilometres or more to take up service the employee will be paid for transport, both ways, if:
 - (i) the employee has performed to the employer's satisfaction for up to a period of four weeks; and
 - (ii) the employee is willing to complete the full period of engagement.

24.5 Adjustment of expense related allowances

At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

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

| Allowance | Applicable Consumer Price Index figure |
|---|---|
| Meal allowance | Take away and fast foods sub-group |
| Clothing, equipment and tools allowance | Tools component of the household appliances, utensils and tools sub-group |

25. District allowances

25.1 Northern Territory

An employee in the Northern Territory is entitled to payment of a district allowance in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth):

- (a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under the *Workplace Relations Act 1996* (Cth) had applied to the employee; and
- (b) that would have entitled the employee to payment of a district allowance.

25.2 Western Australia

An employee in Western Australia is entitled to payment of a district allowance in accordance with the terms of a notional agreement preserving a State award or an award made under the *Workplace Relations Act 1996* (Cth):

- (a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under the *Workplace Relations Act 1996* (Cth) had applied to the employee; and
- (b) that would have entitled the employee to payment of a district allowance.

25.3 This clause ceases to operate on 31 December 2014.

26. Accident pay

26.1 Subject to clause 26.2, an employee is entitled to accident pay in accordance with the terms of:

- (a) a notional agreement preserving a State award that would have applied to the employee immediately prior to 1 January 2010 or an award made under the

Workplace Relations Act 1996 (Cth) that would have applied to the employee immediately prior to 27 March 2006, if the employee had at that time been in their current circumstances of employment and no agreement made under the *Workplace Relations Act 1996* (Cth) had applied to the employee; and

- (b) that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument.

26.2 The employee's entitlement to accident pay under the notional agreement preserving a State award or the award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.

26.3 This clause does not operate to diminish an employee's entitlement to accident pay under any other instrument.

26.4 This clause ceases to operate on 31 December 2014.

27. Payment of wages

27.1 Except upon the termination of employment, all wages including overtime must be paid on any day other than Friday, Saturday or Sunday in each week. However, by agreement between the employer and the majority of employees in the workplace, in a week where a holiday occurs payment of wages may be made on Friday.

27.2 The employer will pay the employee's wages, penalties and allowances weekly, fortnightly or, by agreement, monthly by cash, cheque or by electronic funds transfer into the employee's nominated bank account, without cost to the employee.

27.3 Employees whose rostered day off falls on pay day must be paid their wages, if they so desire, before going off duty on the working day prior to their day off. Provided that this provision will not apply to employees paid by electronic funds transfer.

27.4 When notice of termination of employment has been given by an employee or an employee's services have been terminated by an employer, payment of all wages due must be made during working time, prior to the employee leaving their employment.

27.5 Where an employee is dismissed for misconduct the employee must be paid within one hour of their dismissal or as soon as practicable thereafter.

28. Annualised salary arrangements

28.1 Alternative method of payment—annual salary

- (a) As an alternative to being paid by the week, by agreement between the employer and an individual employee, an employee other than a casual, can be paid at a rate equivalent to an annual salary of at least 25% or more above the weekly rate prescribed in clause 20—Minimum wages, multiplied by 52 for the work being performed. In such cases, there is no requirement under clauses 24.2, 33—Overtime, 34.1 and 34.2 to pay overtime and penalty rates in addition to the weekly wage, provided that the salary paid over a year was sufficient to cover what the employee would have been entitled to if all award overtime and penalty rate payment obligations had been complied with.

- (b) Provided further that in the event of termination of employment prior to completion of a year, the salary paid during such period of employment must be sufficient to cover what the employee would have been entitled to if all award overtime and penalty rate payment obligations had been complied with.
- (c) An employee being paid according to this clause will be entitled to a minimum of eight days off per four week cycle. Further, if an employee covered by this clause is required to work on a public holiday, such employee will be entitled to a day off instead of public holidays or a day added to the annual leave entitlement.

28.2 The employer must keep all records relating to the starting and finishing times of employees to whom this clause applies. This record must be signed weekly by the employee. This is to enable the employer to carry out a reconciliation at the end of each year comparing the employee's ordinary wage under this award and the actual payment. Where such a comparison reveals a shortfall in the employee's wages, then the employee must be paid the difference between the wages earned under the award and the actual amount paid.

29. Mixed functions

- 29.1** Any employee who is employed for two or more hours of one day on duties carrying a higher rate than the employee's ordinary classification must be paid the higher rate for each day.
- 29.2** Any employee engaged for less than two hours on one day on duties carrying a higher rate than the employee's ordinary classification must be paid at the higher rate for the time so worked.
- 29.3** A higher paid employee must, when necessary, temporarily relieve a lower paid employee without loss of pay.

30. Superannuation

30.1 Superannuation legislation

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

30.2 Employer contributions

- (a) An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.
- (b) The employer must make contributions for each employee for such month where the employee earns \$350.00 or more in a calendar month.

30.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 30.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 30.3(a) or 30.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 30.3(a) or 30.3(b) was made.

30.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 30.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 30.2 and pay the amount authorised under clauses 30.3(a) or 30.3(b) to one of the following superannuation funds or its successor:

- (a) The Hospitality Industry Portable Liquor Union Superannuation Trust Deed (HOST-PLUS);
- (b) HOST-PLUS Queensland Trust Deed;
- (c) AustralianSuper;
- (d) The Australian Superannuation Savings Employment Trust;
- (e) Sunsuper;
- (f) MTAA Industry Superannuation Fund;
- (g) Metway Super;
- (h) Australian Enterprise Super;
- (i) Retail Employees Superannuation Trust;
- (j) Tasplan; or

- (k) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund.

30.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 30.2 and pay the amount authorised under clauses 30.3(a) or 30.3(b):

- (a) **Paid leave**—while the employee is on any paid leave;
- (b) **Work-related injury or illness**—in respect of any employee entitled to accident pay, pursuant to clause 26—Accident pay or the period of absence from work of the employee due to work-related injury or work-related illness provided that:
 - (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
 - (ii) the employee remains employed by the employer.

Part 5—Hours of Work and Related Matters

31. Hours of work

31.1 The hours of work of a full-time employee are an average of 38 per week over a period of no more than four weeks.

31.2 The arrangement of ordinary hours must meet the following conditions:

- (a) a minimum of six hours and a maximum of 11 and a half hours may be worked on any one day. The daily minimum and maximum hours are exclusive of meal break intervals;
- (b) an employee cannot be rostered to work for more than 10 hours per day on more than three consecutive days without a break of at least 48 hours;
- (c) no more than eight days of more than 10 hours may be worked in a four week period;
- (d) an employee must be given a minimum break of 10 hours between the finish of ordinary hours of work on one day and the commencement of ordinary hours of work on the next day. In the case of a changeover of rosters the minimum break must be eight hours;
- (e) an employee must be given a minimum of eight full days off per four week period; or
- (f) an employee under the age of 18 years must not be required to work more than 10 hours in a shift.

31.3 Make-up time means an arrangement under which an employee takes time off during the employee's ordinary hours of work and makes up that time later. The employer and a majority of employees in a workplace may agree to introduce make-up time subject to the following conditions:

- (a) subject to such agreement, an employee may elect, with the consent of the employer, to work make-up time;
- (b) make-up time arrangements must comply with the conditions set out in clause 32—Breaks and clause 34—Penalty rates;
- (c) the employer must record make-up time arrangements as a time and wages records; and
- (d) any disputes in relation to the practical application of this clause may be dealt with in accordance with clause 9—Dispute resolution.

31.4 Spread of hours

Where broken shifts are worked the spread of hours can be no greater than 12 hours per day.

31.5 Minimum break between shift

The roster for all employees other than casuals will provide for a minimum 10 hour break between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day. In the case of changeover of rosters, eight hours will be substituted for 10 hours.

31.6 Roster

- (a) A roster for full-time and part-time employees showing normal starting and finishing times and the surname and initials of each employee will be prepared by the employer and will be posted in a conspicuous place accessible to the employees concerned.
- (b) The roster will be alterable by mutual consent at any time or by amendment of the roster on seven days' notice. Where practicable, two weeks' notice of rostered day or days off should be given provided that the days off may be changed by mutual consent or through sickness or other cause over which the employer has no control.

32. Breaks

32.1 If an employee, including a casual employee, is required to work for five or more hours in a day the employee must be given an unpaid meal break of no less than 30 minutes. The break must be given no earlier than one hour after starting work and no later than six hours after starting work.

32.2 If the unpaid meal break is rostered to be taken after five hours of starting work, the employee must be given an additional 20 minute paid meal break. The employer must allow the employee to take this additional meal break no earlier than two hours after starting work and no later than five hours after starting work.

- 32.3** If an employee is not given the unpaid meal break at the time the employer has told the employee it will be given, the employer must pay the employee 150% of the employee's ordinary base rate of pay from the time the meal break was to commence until either the meal break is given or the shift ends.
- 32.4** If clause 32.3 does not apply and an employee is not given a meal break in accordance with clause 32.1 the employer must pay the employee 150% of the employee's ordinary base rate of pay from the end of six hours until either the meal break is given or the shift ends.
- 32.5** If an employee is required to work more than five hours after the employee is given the unpaid meal break, the employee must be given an additional 20 minute paid break.
- 32.6** If a full-time or regular part-time employee is required to work more than 10 ordinary hours in the day, the employee will be given two additional 20 minute paid breaks. In rostering for these breaks, the employer must make all reasonable efforts to ensure an even mix of work time and breaks.
- 32.7** If an employee is required to work more than two hours' overtime after completion of the employee's rostered hours, the employee must be given an additional 20 minute paid break.

33. Overtime

33.1 Requirement to pay overtime rates

- (a) Full-time and part-time employees are paid at overtime rates for any work done outside of the spread of hours or rostered hours set out in clause 31—Hours of work.
- (b) In addition, part-time employees are paid at overtime rates in the circumstances specified in clause 12.7.

33.2 Overtime rates

The overtime rate payable to an employee depends on the time at which the overtime is worked.

- (a) **Monday to Friday:** 150% of the employee's ordinary base rate of pay for the first two hours of overtime then 200% of the employee's ordinary base rate of pay for the rest of the overtime.
- (b) **Between midnight Friday and midnight Saturday:** 175% of the employee's ordinary base rate of pay for the first two hours of overtime then 200% of the employee's ordinary base rate of pay for the rest of the overtime.
- (c) **Between midnight Saturday and midnight Sunday:** 200% of the employee's ordinary base rate of pay for all time worked.
- (d) **On a rostered day off:** 200% of the employee's ordinary base rate of pay for all time worked. The employee must be paid for at least four hours even if the employee works for less than four hours.

33.3 Overtime worked on any day stands alone.

33.4 Breaks after working overtime

If starting work at the employee’s next rostered starting time would mean that the employee did not receive a full eight hour break then:

- (a) the employee may, without loss of pay, start work at such a later time as is necessary to ensure that the employee receives a break of at least eight hours; or
- (b) the employer must pay the employee overtime rates for all work performed until the employee has received a break of at least eight hours.

33.5 Time off instead of payment for overtime

- (a) Despite clause 33.1 an employee may choose, with the consent of the employer, to take time off instead of payment for overtime at a time or times agreed with the employer. This agreement must be in writing. The employee must take the time off within four weeks of working the overtime.
- (b) If an employee takes time off instead of payment for overtime then the amount of time off is to be equivalent to the pay the employee would have otherwise received for working the overtime.
- (c) If requested by an employee an employer must, within one week of receiving a request, pay the employee for any overtime worked. The employee must be paid at overtime rates.

34. Penalty rates

34.1 Penalty rates for work on weekends and public holidays

An employee working ordinary time hours on the following days will be paid the following percentage of the minimum wage in clause 20—Minimum wages for the relevant classification:

| Type of employment | Monday to Friday | Saturday | Sunday | Public holidays |
|--|------------------|----------|--------|-----------------|
| | % | % | % | % |
| Full-time and part-time | 100 | 125 | 150 | 250 |
| Casual (inclusive of 25% casual loading) | 125 | 150 | 175 | 250 |

34.2 Additional payment for work done between the hours of 10.00 pm to 7.00 am on Monday to Friday

- (a) An employee, including a casual, who is required to work any of their ordinary hours between the hours of 10.00 pm and midnight Monday to Friday inclusive, or between midnight and 7.00 am Monday to Friday inclusive, must be paid an additional amount per hour calculated according to the following:

(i) **Between 10.00 pm and midnight**

- For each hour or part of an hour worked during such times—10% of the standard hourly rate per hour extra.

(ii) **Between midnight and 7.00 am**

- For each hour or part of an hour worked during such times—15% of the standard hourly rate per hour extra.

(b) For the purposes of this clause midnight will include midnight Sunday.

34.3 Penalty rates not cumulative

Except as provided in clause 32—Breaks, where time worked is required to be paid at more than the ordinary rate such time will not be subject to more than one penalty, but will be subjected to that penalty which is to the employee's greatest advantage.

34.4 Additional provisions for work on public holidays

- (a) An employee other than a casual working on a public holiday must be paid for a minimum of four hours' work.
- (b) A casual employee working on a public holiday must be paid for a minimum of two hours' work.
- (c) Employees who work on a prescribed holiday may, by agreement, perform such work at a rate of 150% of the relevant minimum wage in clause 20—Minimum wages, rather than the penalty rate prescribed in clause 34.1, provided that equivalent paid time is added to the employee's annual leave or one day instead of such public holiday will be allowed to the employee during the week in which such holiday falls. Provided further that such holiday may be allowed to the employee within 28 days of such holiday falling due.
- (d) An employee other than a casual working on Christmas Day when it falls on a weekend must be paid an additional loading of 50% of their ordinary time rate for the hours worked on that day and will also be entitled to the benefit of a substitute day.

Part 6—Leave and Public Holidays

35. Annual leave

35.1 Leave entitlement

- (a) Annual leave is provided for in the NES. It does not apply to casual employees.
- (b) For the purpose of the additional week of leave provided by the NES, a **shiftworker** is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven hours a shift.

35.2 Payment for annual leave

- (a) The NES prescribes the basis for payment for annual leave, including payment for untaken leave upon the termination of employment.
- (b) In addition to the payment provided for in the NES, an employer is required to pay an additional leave loading of 17.5% of that payment.

35.3 Requirement to take leave notwithstanding terms of the NES

An employer may require an employee to take annual leave by giving at least four weeks' notice in the following circumstances:

- (a) as part of a close-down of its operations; or
- (b) where more than eight weeks' leave is accrued, provided that the employee can choose to retain an accrual of at least four weeks' leave.

36. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are provided for in the NES.

37. Community service leave

Community service leave is provided for in the NES.

38. Public holidays

38.1 Public holidays are provided for in the NES

By agreement between the employer and the majority of employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday instead of any of the days prescribed in s.54 of the NES.

38.2 Additional arrangements for full-time employees:

A full-time employee whose rostered day off falls on a public holiday must subject to clause 34.4:

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

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

Part 7—Industry specific provisions

39. No deduction for breakages or cashiering underings

An employer must not deduct any sum from the wages or income of an employee in respect of breakages or cashiering underings except in the case of wilful misconduct.

Schedule A—Transitional Provisions

A.1 General

A.1.1 The provisions of this schedule deal with minimum obligations only.

A.1.2 The provisions of this schedule are to be applied when there is a difference, in money or percentage terms, between a provision in a transitional minimum wage instrument (including the transitional default casual loading) or an award-based transitional instrument on the one hand and an equivalent provision in a modern award on the other.

A.2 Minimum wages – existing minimum wage lower

A.2.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

A.2.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

A.2.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.2.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

A.2.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

First full pay period on or after

| | |
|-------------|-----|
| 1 July 2010 | 80% |
| 1 July 2011 | 60% |
| 1 July 2012 | 40% |
| 1 July 2013 | 20% |

A.2.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

A.2.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.3 Minimum wages – existing minimum wage higher

A.3.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

A.3.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

A.3.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.3.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

A.3.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

First full pay period on or after

| | |
|-------------|-----|
| 1 July 2010 | 80% |
| 1 July 2011 | 60% |
| 1 July 2012 | 40% |
| 1 July 2013 | 20% |

A.3.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

A.3.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.4 Loadings and penalty rates

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

A.5 Loadings and penalty rates – existing loading or penalty rate lower

A.5.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of the transitional default casual loading or an award-based transitional instrument to pay a particular loading or penalty lower than that in this award for any classification of employee.

A.5.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the transitional default casual loading or the loading or penalty in the relevant award-based transitional instrument for the classification concerned.

A.5.3 The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.

A.5.4 From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

First full pay period on or after

| | |
|-------------|-----|
| 1 July 2010 | 80% |
| 1 July 2011 | 60% |
| 1 July 2012 | 40% |
| 1 July 2013 | 20% |

A.5.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.6 Loadings and penalty rates – existing loading or penalty rate higher

A.6.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,

- (b) but for the operation of an agreement-based transitional instrument would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of an award-based transitional instrument to pay a particular loading or penalty higher than that in this award for any classification of employee.

A.6.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant award-based transitional instrument.

A.6.3 The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage.

A.6.4 From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

First full pay period on or after

| | |
|-------------|-----|
| 1 July 2010 | 80% |
| 1 July 2011 | 60% |
| 1 July 2012 | 40% |
| 1 July 2013 | 20% |

A.6.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.7 Loadings and penalty rates – no existing loading or penalty rate

A.7.1 The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty.

A.7.2 Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

A.7.3 From the following dates the employer must pay no less than the following percentage of the loading or penalty:

First full pay period on or after

| | |
|-------------|-----|
| 1 July 2010 | 20% |
| 1 July 2011 | 40% |
| 1 July 2012 | 60% |
| 1 July 2013 | 80% |

A.7.4 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

Schedule B—Classification Structure and Definitions

B.1 Introductory level

Introductory level means a worker who enters the industry and is unable to meet the competency requirements of Level 1. Such an employee will remain in this level for a maximum of three months. Provided that an additional three months may be served at this level by mutual agreement between the employer and the employee. Further, if any disagreement arises from this provision it will be determined in accordance with the dispute settling clause of this award.

B.2 Food and beverage

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

- (a) picking up glasses;
- (b) general assistance to food and beverage attendants of a higher grade not including service to customers;
- (c) removing food plates;
- (d) setting and/or wiping down tables; and
- (e) cleaning and tidying of associated areas.

B.2.2 Food and beverage attendant grade 2 means an employee who has achieved the appropriate level of training and who is engaged in any of the following:

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

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

- (a) supplying, dispensing or mixing of liquor;
- (b) assisting in the cellar;
- (c) undertaking general waiting duties of both food and liquor including cleaning of tables;
- (d) receipt of monies;

- (e) assisting in the training and supervision of food and beverage attendants of a lower grade;
- (f) delivery duties; and
- (g) taking reservations, greeting and seating guests.

B.2.4 Food and beverage attendant grade 4 (tradesperson) means an employee who has the appropriate level of training and who carries out specialised skilled duties in a fine dining room or restaurant.

B.2.5 Food and beverage supervisor means an employee who has the appropriate level of training including a supervisory course and who has the responsibility for supervision, training and co-ordination of food and beverage staff, or stock control for a bar or series of bars.

B.3 Kitchen

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

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

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

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

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

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

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

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

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

- (a) general and specialised duties including supervision or training of other kitchen staff;
- (b) ordering and stock control; and
- (c) solely responsible for other cooks and other kitchen employees in a single kitchen establishment.

B.4 Administrative and general

B.4.1 Clerical grade 1 means an employee who is required to perform basic clerical and routine office duties such as collating, filing, photocopying, and delivering messages.

B.4.2 Clerical grade 2 means an employee who is engaged in general clerical or office duties, such as typing, filing, basic data entry and calculating functions.

B.4.3 Clerical grade 3 means an employee who has the appropriate level of training and who performs any of the following:

- (a) operates adding machines, switchboard, paging system, telex machine, typewriter and calculator;
- (b) uses knowledge of keyboard and function keys to enter and retrieve data through computer terminal;
- (c) copy types at 25 words per minute with 98% accuracy;
- (d) maintains mail register and records;
- (e) maintains established paper-based filing/records systems in accordance with set procedures including creating and indexing new files, distributing files within the organisation as requested, monitoring file locations;
- (f) transcribes information into records, completes forms, takes telephone messages;
- (g) acquires and applies a working knowledge of office or sectional operating procedures and requirements;
- (h) acquires and applies a working knowledge of the organisation's structure and personnel in order to deal with inquiries at first instance, locates appropriate staff in different sections, relays internal information, responds to or redirects inquiries, greets visitors;
- (i) keeps appropriate records; and
- (j) sorts, processes and records original source financial documents (e.g. invoices, cheques, correspondence) on a daily basis, maintains and records petty cash; prepares bank deposits and withdrawal and does banking,

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

Exposure Draft (September 2009): Restaurant Industry Award 2010

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

B.4.4 Clerical supervisor means an employee who has the appropriate level of training including a supervisory course and who co-ordinates other clerical staff.

B.5 Stores

B.5.1 Storeperson grade 1 means an employee who receives and stores general and perishable goods and cleans the store area.

B.5.2 Storeperson grade 2 means an employee who, in addition to the duties for a storeperson grade 1, may also operate mechanical lifting equipment such as a fork-lift and/or who may perform duties of more complex nature.

B.5.3 Storeperson grade 3 means an employee who has the appropriate level of training and who:

- (a) implements quality control techniques and procedures;

Exposure Draft (September 2009): Restaurant Industry Award 2010

- (b) understands and is responsible for a stores/warehouse area or a large section of such an area;
- (c) has a highly developed level of interpersonal and communication skills;
- (d) is able to supervise and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction;
- (e) exercises discretion within the scope of this grade; and
- (f) may exercise skills attained through the successful completion of an appropriate warehousing certificate,

and may perform indicative tasks at this level such as:

- (g) liaising with management, suppliers and customers with respect to stores operations; detailing and co-ordinating activities of other storepersons and acting in a leading hand capacity for in excess of 10 storepersons;
- (h) maintaining control registers including inventory control and being responsible for preparation and reconciliation of regular reports or stock movements, dispatches, etc.; and
- (i) supervises the receipt and delivery of goods, records, outgoing goods, responsible for the contents of a store.

B.6 Security

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

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

B.7 Handyperson

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

Schedule C—Supported Wage System

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

C.2 In this schedule:

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

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

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

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

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

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

C.3 Eligibility criteria

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

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

C.4 Supported wage rates

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

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

C.4.2 Provided that the minimum amount payable must be not less than \$71 per week.

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

C.5 Assessment of capacity

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

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

C.6 Lodgement of SWS wage assessment agreement

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

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

C.7 Review of assessment

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

C.8 Other terms and conditions of employment

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

C.9 Workplace adjustment

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

C.10 Trial period

- C.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- C.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- C.10.3** The minimum amount payable to the employee during the trial period must be no less than \$71 per week.
- C.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- C.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause C.5.

Schedule D—National Training Wage

Schedule E—School-based Apprentices

- E.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- E.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- E.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- E.4** For the purposes of clause E.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- E.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- E.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- E.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- E.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice.
- E.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- E.10** If an apprentice converts from school-based to full-time, all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- E.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.



HOSPITALITY INDUSTRY MODERN AWARD 2010

[AM2008/4]

SUBMISSION OF THE LIQUOR HOSPITALITY AND MISCELLANEOUS UNION

PART A: ACCOMMODATION HOTELS, PUBS, BARS AND TAVERNS, RESTAURANTS AND CATERING AND CASINOS

INTRODUCTION

1. The LHMU has been in lengthy discussion in recent weeks with union and employer interests in the Hospitality Industry and in particular with representatives of the Australian Hotels Association.
2. These discussions have centred on the integration of Pre-reform awards and NAPSAs covering accommodation hotels, pubs, bars and taverns, restaurants and catering and casinos in an all-embracing modern hospitality award.
3. Most (if not all) industry parties support the exclusion of licensed clubs from the general Hospitality industry award. The LHMU has separately submitted a draft Clubs Award and has modified the proposed *Hospitality Industry Modern Award* (HIMA) to exclude clubs. We note that the Full Bench left open the possibility that clubs could be excluded.
4. The first draft of the LHMU's proposed HIMA is attached. There is still considerable detail to be analysed, so it is a work in progress submitted without prejudice to any position any proposed union or employer party might take. The LHMU has also been involved in a number of other Award Modernisation conferences (including those relating to the metal and associated industries, the security industry and the mining industry, and our approach to award modernisation and to drafting has been informed by these experiences.
5. The LHMU's draft HIMA is guided by the principle – articulated in clause 3 of the *Amended Modern Award Request* – that no employee should be disadvantaged by the abolition of federal awards and NAPSAs as a consequence of the making of HIMA.
6. In particular, the LHMU submits that the Commission should:
 - provide, in accordance with the no disadvantage principle, for transitional provisions that enable reduction of differences in the award over time through the lifting of lower rates and the on-going adjustment of all rates and conditions through wage case and test case decisions of the Commission;

- ensure equivalent pay and conditions for current and future employees;
- maintain, where appropriate, different conditions within HIMA to reflect different occupations or sectors within the extended hospitality industry;
- acknowledge that occupational awards may, where appropriate, coexist with the proposed HIMA;
- not extend without the agreement of the relevant union the scope of HIMA to occupations (if any) that have been covered traditionally by broad occupational or industry awards;
- ensure the making of the proposed HIMA does not affect union coverage or demarcation agreements or the rights of unions to continue to represent workers they have traditionally represented.

7. The draft uses the current Pre-reform *Hospitality Industry – Accommodation, Hotels, Resorts and Gaming - Award 1998* [AP783479CRV] as the "default" template to apply from 1 January 2010 and will identify State-based and occupation-based differentials for inclusion in the various sub-divisions of the proposed Part 9 - Translation Arrangements.

8. The intention is that these differences will be preserved unless/until they are further dealt with in the 5-year transition period. In some cases, current/up-to-date rates for allowances need to be inserted.

9. The LHMU has chosen the Hospitality Award as the template because:

- (a) it is the primary pre-reform award in the hospitality industry, and has been a vehicle for a range of test case provisions in recent years (both pre-*Workchoices* and during the *Workchoices* period) and
- (b) it was the vehicle for the 1997 *Award Simplification Decision* (1997) 75 IR 272 and constitutes an appropriate default 'safety net', containing minimum rates and conditions and matters held to be allowable award matters in 1997.

10. In the drafting process, the LHMU has rejected employer suggestions that the Award Modernisation process can be used to modify, reduce or rationalise existing conditions or rights. We see these claims as inconsistent with the Amended Award Modernisation Request and with the Act.

11. As envisaged by s. 567T of the *Act*, the LHMU has started the process of identifying particular conditions applicable to different occupations and/or to employees in different States or Territories (mainly drawn from NAPSAs, but also from pre-reform awards). These occupational and/or State-based differences will be included in the relevant sub-divisions of Part 9 of the proposed HIMA.

12. Where appropriate, the LHMU has made reference to NES matters rather than reproduce or paraphrase them. In other cases, we have reproduced the relevant NES to give greater clarity to

the supplementary Modern Award entitlement (see clause 29 of the *Amended Award Modernisation Request*).

13. The LHMU has held preliminary meetings with other unions with shared or over-lapping representation rights for **maintenance and other tradespersons** directly employed in the hospitality industry by hospitality industry employers. At this stage, no agreement has been reached on the preferred approach to award coverage for directly-employed trade-qualified maintenance employees. The LHMU anticipates further discussion on these matters, and has included the following note in clause 5.2.10 of the draft HIMA:

Further discussion is to take place on whether it is “appropriate” in “the modern Hospitality Award context that maintenance and related classifications be included ... in order to reduce the number of awards which apply to a particular employer”: [2008] AIRCFB 550, at [42].

14. However, agreement has been reached with relevant unions for the exclusion from the scope of HIMA of employees of employers who provide contract maintenance services to employers in the hospitality industry, including but not limited to such services as carpentry, metal fabrication and electrical maintenance.

15. The exclusion referred to in paragraph 14 have been inserted in clause 1.3.4(b) of the proposed award, along with exclusions for contract cleaning, contract security and contract gardening services. The LHMU submits that the employers of these employees are not engaged in the hospitality industry and it is inappropriate that their employees be covered by HIMA. For example, the LHMU contends that security workers employed by a private security firm and supplied to guard or protect a hotel or casino would derive their minimum award rights from the proposed *Security Industry Modern Award* rather than from HIMA, as their employers are primarily engaged in the private security industry and not the hospitality industry.

16. This subclause 1.3.4(b) also maintains in HIMA the traditional exclusion from hospitality and catering awards of work otherwise covered by the scope clause of the awards performed in or for boarding schools, residential colleges, hospitals, industrial schools and orphanages. These traditional exclusions may need to be examined to determine the dominant industry of the employer of the employees involved. For example, where catering services in a boarding school are contracted out to a catering company, it may be more appropriate that the employees of the contractor derive their wages and working conditions from HIMA, whereas direct employees of the school would derive their wages and working conditions from another modern award.

17. Traditionally, **clerical employees** have been covered in LHMU awards in the hospitality industry in most jurisdictions. (LHMU eligibility rules extend to such employees in most geographical areas). However, in Queensland, South Australia and Western Australia clerical employees are covered by NAPSAs - either Australian Services Union or Australian Workers Union (Queensland) NAPSAs. The LHMU proposes to amend the current Hospitality Award descriptors for clerical and administrative employees to reflect in full the arbitrated clerical and administrative skill-based classifications and career structures. These descriptors have been drawn from the *Clerical and Administrative Employees (Victoria) Award 1999* [AP773032]. The LHMU sees this as consistent with ss 576L and 576J(1)(a)(i) of the Act.

18. Hotel **managerial staff** are covered nationally by a Club Managers' Association of Australia (CMAA) pre-reform award¹ and relevant classifications, conditions and rates of pay will be incorporated by agreement into HIMA from that award. CMAA will be making a separate submission to the Full Bench in relation to the classification structure and wages appropriate to hotel managers employed under HIMA.

19. Where we have been able to do so in the time available, the LHMU has identified existing union coverage/interests from pre-reform awards and NAPSAs and tabulated these (see clause 1.3.5(b)).

20. By these means, the LHMU's draft HIMA intends that there be no disturbance either to:

- the representation rights of organisations or transitionally registered associations (see clause 3(j) of the *Amended Award Modernisation Request*); or to
- union coverage or demarcation agreements or the rights of unions to continue to represent workers they have traditionally represented.

21. The LHMU has also started the process of identifying particular conditions applicable to different occupations and/or to employees in different States or Territories. These occupational and/or "State-based differences" will be included in due course in Part 9 of the proposed award.

22. Where appropriate, the LHMU has made reference to NES matters rather than reproduce or paraphrase them. In other cases, we have reproduced the relevant NES to give greater clarity to the supplementary Modern Award entitlement (see clause 29 of the *Amended Award Modernisation request*).

23. In clause 5.4.4 of the draft HIMA, the LHMU has drafted "self-indexation" clauses for Award work-related and reimbursement-type monetary allowances, as envisaged by clause 27 of the *Amended Award Modernisation Request*. The LHMU has proposed that the principle of automatic adjustment of such allowances when minimum rates are adjusted be extended to current additional award payments for late night and early morning work (see clauses 4.2.1(a) relating to casual employees, and clause 5.6.3 relating to full time and regular part time employees).

24. The LHMU draft omits current clause 14 – Stand down of employees of the current *Hospitality Award*. This is because, although it is listed as a current "allowable award matter" in Part 10 of the Act, "stand down" is omitted from the list of modern allowable award matters in Part 10A of the Act. It follows that a provision permitting the standing down without pay of employees ready, willing and available to work will not be allowable for modern awards when they commence operation on 1 January 2010. In any event, in the LHMU's submission, such provisions would be inconsistent with the requirements of s. 576P of the Act.

¹ Liquor and Accommodation Industry – Hotels, Resorts and Gaming – (Managerial Staff) – Award 2002 [AP783479]

CONTENT OF THE DRAFT AWARD

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| Division 1 – Application and operation of award | |
| 1.1 Title | Agreed |
| 1.2 Commencement Date | Agreed |
| 1.3 Coverage of Award and Parties Bound | The scope clause is drawn from existing pre-reform awards and NAPSAs covering the hospitality industry (excluding licensed clubs) and including the scope of the Liquor Industries Racecourses, Showgrounds etc Casuals Award 1998 [AP787006] ² and the Airport Catering Award 2002 [AP818292CRV]. The “extent of responsiveness” tables in clause 1.3.5 are illustrative of the LHMU approach rather than exhaustive. |
| 1.4 Exemptions | {To be inserted} |
| 1.5 Rule to deal with overlapping award coverage | See clause 9 of the <i>Amended Award Modernisation Request</i> . |
| 1.6 Superseded awards | {To be inserted} |
| 1.7 Interaction with National Employment Standards | See s. 576M and clause 29 of the Amended Award Modernisation request |
| 1.8 General Definitions | These definitions are drawn from existing awards and NAPSAs. |
| Division 2 – Award flexibility | |
| 2.1 Award Flexibility Clause | This is the AIRC’s model flexibility clause |
| Division 3 – Procedures for consultation, representation and dispute settlement | |
| 3.1 Consultation | These clauses have been drafted as allowable modern award matters (see s. 576J((1)(j)). |
| 3.2 Representation | |
| 3.3 Procedure to avoid industrial disputation | |
| 3.4 Leave for Consultation meetings | |
| | This text of this clause was arbitrated for the <i>Hospitality Award</i> in the <i>Award Simplification Decision</i> (1997) 75 IR 272. |
| Division 4 – Types of employment and termination of employment | |
| 4.1 Types of Employment | Existing provisions from the <i>Hospitality Award</i> |
| 4.2 Casual employment | Existing provisions from the <i>Hospitality Award</i> |
| 4.3 Regular Part Time Employment | Existing provisions from the <i>Hospitality Award</i> |
| 4.4 Apprentices | {To be inserted} |
| 4.5 Juniors | Existing provisions from the <i>Hospitality Award</i> |

² Note that the classifications and wages of this Award are reproduced in the *Catering (Victoria) Award* 1998 [AP772681] and operate by common rule declaration in that State.

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| 4.6 Termination of Employment | Revised to reflect NES |
| 4.7 Redundancy | Revised to reflect NES |
| Division 5 – Wages, classifications, allowances, penalty rates, superannuation and related matters | |
| 5.1 Work organisation | Existing provisions from the <i>Hospitality Award</i> |
| 5.2 Classification definitions | Existing provisions from the <i>Hospitality Award</i> |
| 5.2.1 Food and Beverage | |
| 5.2.2 Kitchen | |
| 5.2.3 Guest Services | Extended descriptors for clerical and administrative employees imported from <i>Clerical and Administrative Officers (Victoria) Award</i> : see s. 576L. |
| 5.2.4 Administration | |
| 5.2.5 Security | |
| 5.2.6 Leisure Activities | |
| 5.2.7 Stores and other activities | |
| 5.2.8 Casino Gaming | Existing provisions from the <i>Hospitality Award</i> |
| 5.2.9 Managerial staff | Existing provisions from the <i>Liquor and Accommodation Industry – Hotels, Resorts and Gaming – (Managerial Staff) – Award 2002</i> [AP783479] |
| 5.2.10 Maintenance and Trades | <i>Further discussion is to take place on whether it is “appropriate” in “the modern Hospitality Award context that maintenance and related classifications be included ... in order to reduce the number of awards which apply to a particular employer”: [2008] AIRCFB 550, at [42].</i> |
| 5.2.10(d) Handyperson | Existing provisions from the <i>Hospitality Award</i> |
| 5.2.10(e) Fork lift driver | |
| 5.2.11 Persons not otherwise provided for | |
| 5.3 Wage rates | [To be inserted] |
| 5.4 Allowances | |
| 5.4.1 Higher duties | Existing provisions from the <i>Hospitality Award</i> |
| 5.4.2 Expenses incurred in the course of employment | Grouped to reflect new allowable modern award matters: s. 576J(1)(g)(i) |
| 5.4.3 Allowances for responsibilities or skills that are not taken into account in rates of pay | Grouped to reflect new allowable modern award matters: s. 576J(1)(g)(ii) |
| 5.4.4 Allowances for disabilities associated with the performance of particular tasks or work in particular conditions or locations. | Grouped to reflect new allowable modern award matters: s. 576J(1)(g)(iii) |
| 5.4.5 Periodic adjustment of allowances | Drafted to reflect the requirements of clause 27 of the <i>Amended Award Modernisation Request</i> |
| 5.5 Annualised wage or salary arrangements | Existing provisions from the <i>Hospitality Award</i> – see s. 576J(1)(f) |
| 5.6 Penalty rates | Existing provisions from the <i>Hospitality Award</i> . Note LHMU’s alternate proposal in clause 5.6.3 for “self adjustment” of late |

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| | night and early morning penalty payments. |
| 5.7 Superannuation | {To be inserted} |
| 5.7 Payment of wages | Existing provisions from the <i>Hospitality Award</i> - slightly modified to update and clarify - see s. 576M(i)(a) and (b). |
| 5.9 Supported Wage System | [To be inserted – see s.576J(1)(a)] |
| 5.10 School-based apprentices | [To be inserted – see s.576J(1)(a)] |
| Division 6 – Arrangements for when work is performed | |
| 6.1 Hours of work | Existing provisions from the <i>Hospitality Award</i> - see s. 576J(1)(c) |
| 6.2 Rest breaks and meals breaks | Existing provisions from the <i>Hospitality Award</i> - see s. 576J(1)(c) |
| 6.3 Roster | Existing provisions from the <i>Hospitality Award</i> |
| 6.4 Overtime | Existing provisions from Licensed Clubs (Victoria) Award – see s. 576J(1)(d) |
| Division 7 – Leave and public holidays | |
| 7.1 Annual Leave | Existing provisions from the <i>Hospitality Award</i> amended to reflect NES. See s. 576J(2) and clause 33 of the <i>Amended Award Modernisation Request</i> |
| 7.2 Public Holidays | Existing provisions from the <i>Hospitality Award</i> amended to reflect NES. See s. 576J(2) and clause 33 of the <i>Amended Award Modernisation Request</i> |
| 7.3 Jury Service | Existing provisions from the <i>Hospitality Award</i> amended to reflect NES. See s. 576J(2) and clause 32 of the <i>Amended Award Modernisation Request</i> |
| 7.4 Personal Leave | Existing provisions from the <i>Hospitality Award</i> amended to reflect NES. See s. 576J(2) and clause 33 of the <i>Amended Award Modernisation Request</i> |
| 7.5 Parental Leave | Existing provisions from the <i>Hospitality Award</i> amended to reflect NES. See s. 576J(2) and clause 33 of the <i>Amended Award Modernisation Request</i> |
| Division 8 – Provisions applicable to particular industry sectors and occupations | See clause 31 of the Amended Award Modernisation Request |
| 8.1 No deduction for breakages, etc | Existing provisions from the <i>Hospitality Award</i> |
| 8.2 Provision of employee accommodation and meals | Existing provisions from the <i>Hospitality Award</i> |

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| Division 8 – Transitional arrangements | See clause 12 of the <i>Amended Award Modernisation Request</i> and s. 576T of the Act. This Part will (when complete) identify all terms and conditions of employment contained in current pre-reform awards and NAPSAs that are either “determined by reference to State or Territory boundaries” or that do not have effect in each State and Territory”. |
|---|--|

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1 August 2008



HOSPITALITY INDUSTRY MODERN AWARD 2010

[AM2008/4]

SUBMISSION OF THE LIQUOR HOSPITALITY AND MISCELLANEOUS UNION

PART B: REGISTERED AND LICENSED CLUBS INDUSTRY

INTRODUCTION

The following submission should be read in conjunction with the LHMU submission concerning the proposed Hospitality Industry Modern Award (HIMA) lodged on 1 August 2008.

1. The LHMU has been in discussion in recent weeks with union and employer interests in the Hospitality Industry (including Clubs). There is still strong support for the separation of licensed clubs from the general Hospitality industry. The LHMU has therefore submitted a draft Clubs Award and has modified the proposed Hospitality Industry Modern Award (HIMA) to exclude clubs.
2. The first draft of the LHMU's proposed Clubs' Modern Award is attached. There is still a mountain of detail to be analysed, so it is a work in progress submitted without prejudice to any position any proposed union or employer party might take.
3. The draft uses the Pre-reform Licensed Clubs (Victoria) Award 1998 [AP787060CRV] as the "default" template to apply from 1 January 2010 and identifies State-based and occupation-based differentials for inclusion in the proposed Part 8 - Translation Arrangements.
4. The intention is that these differences will be preserved unless/until they are further dealt with in the 5-year transition period. In some cases, current/up-to-date rates for allowances need to be inserted.
5. The LHMU has chosen the Victorian award because:
 - (a) it is a specific clubs' Pre-reform award (other Federal awards include clubs as part of a wider industry) and
 - (b) it went through the 1998 Award Simplification process and is thus an appropriate default 'safety net' for licensed clubs, containing minimum rates and conditions and (1998) allowable award matters relevant to the clubs' sector.
6. In keeping with our submissions to the AIRC Full Bench, the LHMU has included directly-employed ground maintenance/greenkeeping staff within the scope of the Award, as well

as clerical and administrative employees and managerial staff, and we have excluded external contracting services (including but not limited to contract security, contract cleaning, contract gardening and contract maintenance services).

7. Traditionally, clerical employees have been covered in LHMU awards in the clubs industry in most jurisdictions, but in some State jurisdictions they have been covered by NAPSAs - either Australian Services Union or Australian Workers Union (Queensland) NAPSAs. Managerial staff are covered in a number of States by CMAA pre-reform awards or NAPSAs, and special greenkeepers' NAPSAs exist in a number of States

8. Where we have been able to do so in the time available, the LHMU has identified existing union coverage/interests for clerks, greenkeepers, managers etc and preserved them.

9. The LHMU draft does not seek to disturb the representation rights of organisations or transitionally registered associations (see clause 3(j) of the Amended Award Modernisation Request) nor to affect union coverage or demarcation agreements or the rights of unions to continue to represent workers they have traditionally represented.

10. The LHMU has also started the process of identifying particular conditions applicable to different occupations and/or to employees in different States or Territories (mainly drawn from NAPSAs, but also from pre-reform awards).

11. These occupational and/or “State-based differences” will be included in Part 8 of the proposed award. At this stage, the LHMU draft of Part 8 is illustrative rather than exhaustive.

12. Where appropriate, the LHMU has made reference to NES matters rather than reproduce or paraphrase them. In other cases, we have reproduced the relevant NES to give greater clarity to the supplementary Modern Award entitlement 9(see Amended Award Modernisation request).

CONTENT OF THE DRAFT AWARD

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|---|--|
| Division 1 – Application and operation of award 1.1 Title 1.2 Commencement Date | |
| 1.3 Coverage of Award and Parties Bound | The scope clause is drawn from existing pre-reform awards and NAPSAs covering licensed clubs, including the NSW NAPSA covering green-keeping staff. |
| 1.4 Exemptions | Exemptions also reflect existing award and NAPSA exemptions, and extent to employees of external contractors (ie, persons not employed in the clubs’ industry). |
| 1.5 Rule to deal with overlapping award coverage | See clause 9 of the Amended Award Modernisation Request. |
| 1.6 Superseded awards | As far as the LHMU is aware, this is an exhaustive list of awards to be “subsumed” by the proposed Modern Award |
| 1.7 Interaction with National Employment Standards | See s. 576M and clause 29 of the Amended Award Modernisation request |
| 1.8 General Definitions | These definitions are drawn from existing awards and NAPSAs. |
| Division 2 – Award flexibility 2.1 Award Flexibility Clause | This is the AIRC’s model flexibility clause |
| Division 3 – Procedures for consultation, representation and dispute settlement 3.1 Consultation 3.2 Representation 3.3 Procedure to avoid industrial disputation | These clauses have been drafted as allowable modern award matters (see s. 576J(1)(j)). |
| 3.4 Leave for Consultation meetings | This text of this clause was arbitrated for the Hospitality Award in the <i>Award Simplification Decision</i> (1997) 75 IR 272. It is inserted in lieu of clause 27 of the Club Employees (State) Award (NSW). |
| Division 4 – Types of employment and termination of employment 4.1 Types of Employment | Existing provisions from Licensed Clubs (Victoria) Award |
| 4.2 Casual employment | Existing provisions from Licensed Clubs (Victoria) Award |
| 4.3 Regular Part Time Employment | Existing provisions from Licensed Clubs (Victoria) Award |
| 4.4 Apprentices | Existing provisions from Licensed Clubs (Victoria) Award |
| 4.5 Juniors | Existing provisions from Licensed Clubs (Victoria) Award |
| 4.6 Termination of Employment | Revised to reflect NES |

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| 4.7 Redundancy | Revised to reflect NES |
| Division 5 – Wages, classifications, allowances, penalty rates, superannuation and related matters | |
| 5.1 Work organisation | Existing provisions from Licensed Clubs (Victoria) Award |
| 5.2 Classification definitions | Existing provisions from Licensed Clubs (Victoria) Award. |
| 5.2.1 Food and Beverage | |
| 5.2.2 Kitchen | |
| 5.2.3 Guest Services | Extended descriptors for clerical and administrative employees imported from Clerical and Administrative Officers (Victoria) Award: see s. 576L.. |
| 5.2.4 Administration | |
| 5.2.5 Security | |
| 5.2.6 Leisure Activities | |
| 5.2.7 Stores and other activities | |
| 5.2.8 Ground Maintenance | Imported from Bowling and Golf Club Employees (State) Award (NSW) |
| 5.2.9 Handyperson | Existing provisions from Licensed Clubs (Victoria) Award |
| 5.8.10 Managerial staff | To reflect CMAA descriptors |
| 5.2.11 Fork lift driver | Grouped to reflect new allowable modern award matters: s. 576J(1)(g)(i) |
| 5.2.12 Persons not otherwise provided for | |
| 5.3 Wage rates | [To be inserted] |
| 5.4 Allowances | |
| 5.4.1 Higher duties | Existing provisions from Licensed Clubs (Victoria) Award |
| 5.4.2 Expenses incurred in the course of employment | Grouped to reflect new allowable modern award matters: s. 576J(1)(g)(i) |
| 5.4.3 Allowances for responsibilities or skills that are not taken into account in rates of pay | Grouped to reflect new allowable modern award matters: s. 576J(1)(g)(ii) |
| 5.4.4 Allowances for disabilities associated with the performance of particular tasks or work in particular conditions or locations. | Grouped to reflect new allowable modern award matters: s. 576J(1)(g)(iii) |
| 5.4.5 Periodic adjustment of allowances | Drafted to reflect the requirements of clause 27 of the Amended Award Modernisation Request |
| 5.5 Annualised wage or salary arrangements | Existing provisions from Licensed Clubs (Victoria) Award – see s. 576J(1)(f) |
| 5.6 Superannuation | [To be inserted – see s.576J(1)(i)] |
| 5.7 Payment of wages | Existing provisions from Licensed Clubs (Victoria) Award - see s. 576M(i)(a) and (b). |
| 5.8 Supported Wage System | [To be inserted – see s.576J(1)(a)] |
| 5.9 School-based apprentices | [To be inserted – see s.576J(1)(a)] |
| Division 6 – Arrangements for when work is performed | Existing provisions from Licensed Clubs (Victoria) Award – see s. 576J(1)(c) |
| 6.1 Meal breaks | |
| 6.2 Roster | Existing provisions from Licensed Clubs (Victoria) Award – see s. 576J(1)(c) |
| 6.3 Hours of work | Existing provisions from Licensed Clubs (Victoria) Award – see s. 576J(1)(c) |
| 6.4 Overtime | Existing provisions from Licensed Clubs |

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|--|---|
| | (Victoria) Award – see s. 576J(1)(d) |
| 6.5 Penalty rates | Existing provisions from Licensed Clubs (Victoria) Award – see s. 576J(1)(e) |
| Division 7 – Leave and public holidays | |
| 7.1 Annual Leave | Existing provisions from Licensed Clubs (Victoria) Award amended to reflect NES. See s. 576J(2) and clause 33 of the amended Award Modernisation Request |
| 7.2 Public Holidays | Existing provisions from Licensed Clubs (Victoria) Award amended to reflect NES. See s. 576J(2) and clause 33 of the amended Award Modernisation Request |
| 7.3 Jury Service | Existing provisions from Licensed Clubs (Victoria) Award amended to reflect NES. See s. 576J(2) and clause 32 of the amended Award Modernisation Request |
| 7.4 Personal Leave | Existing provisions from Licensed Clubs (Victoria) Award amended to reflect NES. See s. 576J(2) and clause 33 of the amended Award Modernisation Request |
| 7.5 Parental Leave | Existing provisions from Licensed Clubs (Victoria) Award amended to reflect NES. See s. 576J(2) and clause 33 of the amended Award Modernisation Request |
| Division 8 – Transitional arrangements | See clause 12 of the Amended Award Modernisation Request and s. 576T of the Act. This Part will (when complete) identify all terms and conditions of employment contained in current pre-reform awards and NAPSAs that are either “determined by reference to State or Territory boundaries” or that do not have effect in each State and Territory”. |
| Division 9 – Provisions applicable to particular industry sectors and occupations | See clause 31 of the Amended Award Modernisation Request |
| 9.1 No deduction for breakages, etc | Existing provisions from Licensed Clubs (Victoria) Award |
| 9.2 Provision of employee accommodation and meals | Existing provisions from Licensed Clubs (Victoria) Award |

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1 August 2008



**AWARD MODERNISATION AMENDED REQUEST -
SUBMISSIONS OF THE LIQUOR, HOSPITALITY AND MISCELLANEOUS UNION**

Relating to:

AM2009/10 - Restaurant and Catering Industry

Introduction

1. The LHMU attaches to these submissions (Attachment A) a draft award to cover employers and employees in the restaurant and catering industry. We do so in response to the July 2009 amendment made by the Minister to the Ministerial Award Modernisation *Request*, and to the Statement¹ relating to that Amendment made by the Full Bench on 26 June 2009. The Amendment inserted a new paragraph 27A which reads² as follows:

The Commission should create a modern award covering the restaurant and catering industry, separate from those sectors in the hospitality industry providing hotelier, accommodation or gaming services. The development of such a modern award should establish a penalty rate and overtime regime that takes account of the operational requirements of the restaurant and catering industry, including the labour intensive nature of the industry and in (sic) the industry's core trading times.

The LHMU notes the following observation of the Full Bench in the 26 June Statement:

We shall give consideration to the steps necessary to determine the issues once we have had an opportunity to consider what has been filed. These steps might include an exposure draft and further consultations.

The LHMU would welcome a decision by the Commission to either program a date for parties to respond in writing to submissions filed on or before 24 July, 2009, or to schedule a consultation for the purposes of oral submissions in reply.

Coverage

2. In earlier proceedings, the Full Bench has observed that, in order to comply with the amended *Request*, it will be necessary to identify precisely the coverage throughout

¹ 2009AIRCFB640

² Consolidated version of the s. 576C(1) Request issues on 2 May 2009.

Australia of the proposed restaurant and catering industry award. The LHMU draft award reflects the fact that the *Request* refers to the restaurant and catering” industry”. This is a narrow concept – narrower than the combined industries of restaurants, on the one hand, and contract catering services on the other. In earlier proceedings, the LHMU has examined the differences between these two industries. We rely on the earlier submissions, particularly those filed on 28 October 2008 relating to the exposure draft for the proposed *Hospitality Industry (General) Award 2010*.

3. The LHMU draft modern award for the “restaurant and catering” industry uses the *Restaurants (Victoria) Award 1998* as its template and provides for the following “coverage”:

- 4.1 *This industry award covers employers throughout Australia in the restaurant and catering industry and their employees in the classifications in Schedule A – Classification Definitions to the exclusion of any other modern award.*

4. The draft award defines “restaurant” in the term “restaurant and catering industry” in the following manner:

Restaurant means restaurants, reception centres, night clubs, licensed cafes and licensed roadhouses, and includes any tea shop, café, fish or oyster shop or liquor booth or any tent, vehicle or building where sandwiches, cakes, hot dogs, meals and drinks of any type are sold retail to the public, but does not include a restaurant operated in or in connection with premises owned or operated by employers covered by either of the following two awards:

- (a) *Hospitality Industry (General) Award 2010;*
 - (b) *Registered and Licensed Clubs Award 2010.*

5. The draft defines “catering” in for the purposes of ‘restaurant and catering industry’ as follows:

Catering means the provision by a restaurant of catering services for any social or business function where such services are incidental to the major business of the restaurant.

6. The draft excludes from its coverage the retail and fast food industries, contract catering (defined in the draft to include the provision of catering services under contract to the Australian Defence Forces, in-flight catering, catering services provided to passengers and visitors at airports (“airport catering”)), and also restaurants operated within (or “in or in connection with”) registered and licensed clubs, and hotels, pubs and taverns. The draft award includes a definition of “airport catering” in similar terms to the definition contained in the *Airport Catering Award 2002*:

Airport catering means the serving, dispensing, ordering, preparing, selling or organising of refreshments, food, sandwiches, snacks, meals, drinks and/or beverages of all types together with any ancillary functions including cleaning and attending to any restaurant, coffee shop, tea room, snack, drink or food bar, liquor booth, vehicle, stand, counter, building or premises providing any such services including the display or provision of food, beverages or goods.

7. The LHMU coverage clause therefore confines the proposed award to the industry of restaurants (as defined) and their ancillary catering functions – that is, those conducted from restaurant premises for public and private social functions. Attached to these submissions (Attachment B) is the text of the proposed “Coverage” clause of the proposed award, supported by a table identifying the coverage and exclusions of existing pre-reform Awards and NAPSAs. Attached (Attachment C) is a schedule of consequential amendments required to the *Hospitality Industry (General) Award 2010*. The consolidated list of “exclusions” from the proposed award draws on existing pre-reform awards and NAPSAs and is as follows:

This award does not cover employers in the following industries or their employees:

- *Contract caterers whose principal and substantial business activity is that of providing catering services and/or accommodation services on a contract or fee for service basis, including garrison support catering services under contract to the Department of Defence;*
- *Retail industry;*
- *Fast food industry;*
- *In-flight catering for airlines;*
- *Airport catering;*
- *Catering services provided by aged care employers;*
- *Boarding schools, residential colleges, hospitals, industrial schools or orphanages*
- *Restaurants operated in or in connection with hotels, motels, hostels and boarding establishments, and/or clubs registered or recognized under State or Territory legislation.*

8. As we read the amended *Request*, the making of a separate award to cover the restaurant and catering industry is mandatory. Despite the use of the word “should” rather than “must”, in this part of the amendment, we see new clause 27A as mandating a separate award, but allowing the Commission full discretion to determine the content of the award. As the Full Bench has observed, it will be necessary in these proceedings to consider the proposed award’s terms, including those relating to:

- a. hours of work,
- b. penalty rates, and
- c. overtime.

9. The issues between Restaurant and Catering Australia (RCA) and the LHMU in relation to appropriate terms and conditions for restaurant workers are well known to the Full Bench. They have been canvassed at least three times in great detail in earlier phases of Award

Modernisation. The LHMU believed the matters to have been settled with the publication of the *Hospitality Industry (General) Award 2010* and the Full Bench's reasons for determining the final coverage of that award.

10. However, we acknowledge that the LHMU needs to address the specific matters dealt with in the amendment to the *Request*. As we see it, the major task before the Full Bench will be to comply with the Amended *Request* without turning restaurants into employers of last resort, or making restaurant jobs the jobs you take when you can't get a real job.
11. The LHMU accepts that the amendment to the *Request* requires that the Commission "review" its 19 December 2008 decision relating to modern award prescription for restaurant and catering industry employees. However, the LHMU also notes that the terms of the Amendment limit the focus of the 'review' – confining it to the penalty rates and overtime provisions previously determined.
12. Accordingly, these submissions (to the extent that they relate to award content rather than award coverage) do not deal with any other aspect of the modern award provisions for restaurant and catering employees previously determined by the Full Bench³.

Penalty rates

13. Penalty rate provisions are included in most awards of the Australian Industrial Relations Commission and of State industrial relations tribunals. They "commonly establish the additional loading payable for work performed at particular times of the day or on certain days of the week"⁴.
14. Penalty rates in hospitality awards – including restaurant industry awards - are consistent with penalty rates in a large number of the Commission's awards covering a range of industries. Attached (Attachment D) is an Excel spreadsheet prepared by the ACTU of penalty rates approved by the Full Bench in modern award made in Stage 1 and Stage 2 proceedings.
15. The spreadsheet demonstrates that the penalty rates included in the *Hospitality Industry (General) Award 2010*, made on 19 September 2008 are consistent with penalty rates

³ The LHMU has undertaken some minor editing of the classification descriptors to remove obsolete references.

⁴ Print P9677, per Giudice J, Ross VP, McIntyre VP, MacBean SDP and McDonald C, 27 March 1998.

generally applying in the industries embraced by the State 1 and Stage 2 awards. If anything, the table indicates that hospitality penalty rates are at the modest end of the penalty rate spectrum.

16. The LHMU submits that any change in the level of penalty rates for the restaurant and catering industry sector of the hospitality industry would have potential impact upon all industries with similar hours of operation⁵.
17. For restaurant employees covered by pre-reform Awards of the Commission, “penalty rates” have over many years provided for the payment of additional loadings for work performed on Saturdays, on Sunday and on public holidays; and for the payment of additional loadings for work performed on Mondays to Friday after 7pm until midnight, and for work performed after midnight. Similarly, loadings have been prescribed in NAPSAs regulating the sector: the majority of NAPSAs mirror loadings prescribed in pre-reform awards, although some differ in significant ways from minimum Federal standards. In most part, the NAPSA differences from Federal standards reflect different approaches to penalty rates adopted over time by State industrial tribunals. The LHMU urges the Commission to follow its own standards in arriving at an appropriate safety net for restaurant workers.
18. Table 1 below sets out the penalty rates prescribed in relevant pre-reform awards and NAPSAs for work performed in the evening Monday to Friday, and after midnight Monday to Friday.

Table 1: Restaurant awards – penalty rates – full time and part time employees

| AWARD/NAPSA | 7PM - MIDNIGHT | MIDNIGHT – 7AM | COMMENT |
|-----------------------------|-----------------------|-----------------------|---|
| Hospitality award | \$1.57 per hour | \$2.24 per hour | |
| PRE REFORM AWARDS | | | |
| Restaurants Victoria | \$1.55 per hour | \$2.22 per hour | |
| ACT Restaurants | \$1.51 per hour | \$2.22 per hour | |
| NT Restaurants | \$1.77 per hour | \$1.77 per hour | <i>If all hours are between 7pm and 7am: \$2.00 per hour.</i> |
| NAPSAs | | | |
| WA Restaurants | \$1.41 per hour | \$1.41 per hour | <i>If majority of hours between midnight</i> |

⁵ Ibid.

| | | | |
|-------------------------------------|--|---|--|
| | | | <i>and 7am: \$1.51 per hour worked</i> |
| Tasmanian Restaurant keepers | \$1.42 per hour | \$2.02 per hour | |
| Café's etc South Australia | <i>After 11.30pm Double time</i> | <i>After 11.30pm Double time</i> | <i>Before 6am – plus 10%</i> |
| Delis South Australia | <i>6pm –midnight Plus 10%</i> | | |
| SE Queensland Restaurants | <i>10pm – midnight \$1.35 per hour</i> | <i>Midnight – 6am \$1.96 per hour</i> | |
| NSW Restaurants⁶ | <i>Nil</i> | <i>Plus 30%</i> | |

19. The LHMU draft award for the “restaurant and catering” industry adopts the standardised evening and early morning penalty rates determined by the Full Bench in the making of the *Hospitality Industry (General) Award 2010*. The scheme is set out in clause 29.3 of the draft award and is reflective of five of the eight relevant awards or NAPSAs⁷:

29.3 Work done outside the hours of 7.00 a.m. to 7.00 p.m. on Monday to Friday

- (a) *An employee, including a casual, who is required to work any of their ordinary hours between the hours of 7.00 p.m. and midnight Monday to Friday inclusive, or between midnight and 7.00 a.m. Monday to Friday inclusive, shall be paid an additional amount per hour calculated according to the following table:*

| <i>Between 7pm and midnight</i> | <i>Between midnight and 7am</i> |
|--|--|
| <i>For each hour or part of an hour worked during such times</i> | <i>For each hour or part of an hour worked during such times</i> |
| <i>10per cent of the standard rate per hour extra</i> | <i>15 per cent of the standard rate per hour extra</i> |

- (b) *For the purposes of this clause midnight shall include midnight Sunday.*

20. Table 2 below sets out the penalty rates prescribed in relevant pre-reform awards and NAPSAs for work performed on Saturdays, Sundays and public holidays.

⁶ Note: Clause 11.2of the NSW Restaurants Etc Employees (State) Award provides:

11.2 Where an employee works ordinary hours between midnight and 6.00am. they are to be paid an extra 30% penalty for all time worked during these hours. Notwithstanding the foregoing, if the employee works more than half of a regular shift on any day between midnight and 6.00am, the employer will pay the employee for all time worked on that shift an extra 30% penalty and clauses 11.1.3 and 11.1.4 will not apply to the employee. The above penalties are not payable for work on Sundays and public holidays, or for overtime worked under clause 11.1.

⁷ Note that NAPSA monetary penalty rates (unlike pre-reform monetary penalty rates) were not able to be indexed after March 2006 and are thus frozen at 2005 levels.

Table 2: Restaurant awards – weekend and public holiday penalty rates⁸

| | Saturday | | Sunday | | Public holidays | |
|---|-----------|--------|-----------|--------|-----------------|--------|
| | Full time | Casual | Full time | Casual | Full time | Casual |
| Hospitality award | 25 | 50 | 75 | 75 | 150 | 175 |
| PRE REFORM AWARDS | | | | | | |
| Restaurants Victoria | 25 | 50 | 75 | 75 | 150 | 175 |
| ACT Restaurants ⁹ | 25 | 50 | 75 | 75 | 150 | 175 |
| NT Restaurants | 50 | 75 | 75/100 | 75 | 150 | 150 |
| NAPSAs | | | | | | |
| WA Restaurants | 50 | 50 | 50 | 50 | 150 | 125 |
| Tasmanian Restaurant keepers | 25 | 50 | 75 | 75 | 150 | 150 |
| Café's etc South Australia(a) | 25 | 45 | 100 | 120 | 100 | 100 |
| Café's etc South Australia(b) | 50 | 75 | 100 | 120 | 100 | 100 |
| Delis South Australia (a) ¹⁰ | 25 | 45 | 100 | 120 | 100 | 100 |
| Delis South Australia (b) ¹¹ | 50 | 75 | 100 | 120 | 100 | 100 |
| SE Queensland Restaurants | 50 | 73 | 50 | 73 | 150 | 173 |
| NSW Restaurants ¹² | 25 | 25 | 50 | 50 | 150 | 150 |

21. The amended Request made reference to an “overtime regime” for the restaurant and catering industry. Overtime provisions have a direct relationship to hours of work provisions. Set out in Attachment E are the hours of work provisions currently prescribed in pre-reform awards and NAPSAs covering employees in restaurants. Set out in the table below is the “overtime regime” applicable to for full time employees employed under the pre-reform awards and NAPSAs currently applicable to restaurant employees.

⁸ Inclusive of casual loading

⁹ Plus 1/12th

¹⁰ Hours worked before noon

¹¹ Hours worked after noon

¹² Plus 1/12th

Table 3: Restaurant awards - Overtime provisions

| | Monday to Friday | Saturday | Sunday | Public holidays |
|------------------------------|---|---|---|------------------------|
| HIGA | 1.5 for first two hours; 2.0 thereafter | 2.0 | 2.0 | 2.5 |
| Victoria | 1.5 for first two hours; 2.0 thereafter | 1.5 for first two hours; 2.0 thereafter | 2.0 | 2.5 |
| New South Wales | 1.5 for first two hours; 2.0 thereafter | 1.5 for first two hours; 2.0 thereafter | 1.5 for first two hours; 2.0 thereafter | 2.5 |
| South-east Queensland | 1.5 for first three hours; 2.0 thereafter | 1.5 for first three hours; 2.0 thereafter | 2.0 | 2.5; 4 hour minimum |
| South Australia | 1.5 for first three hours; 2.0 thereafter | 1.5 for first three hours; 2.0 thereafter | 2.0 | 2.0 |
| Western Australia | 1.5 for first two hours; 2.0 thereafter | 2.0 | 2.0 | 2.5 |
| Tasmania | 1.5 for first two hours; 2.0 thereafter | 1.75 for first two hours; 2.0 thereafter | 2.0 | 2.5 |
| Australian Capital Territory | 1.5 for first three hours; 2.0 thereafter | 2.0, 3 hour minimum if RDO | 2.0, 3 hour minimum if RDO | 2.5; 4 hour minimum |
| Northern Territory | 1.5 for first two hours; 2.0 thereafter | 2.0, minimum of 4 hours | 2.0, minimum of 4 hours | 2.5; 4 hour minimum |

22. Different “overtime regimes” apply for part time employees. Set out below is a summary of the overtime regimes applying to part time employees employed under the pre-reform awards and NAPSAs currently applicable to restaurant employees.

Table 4 – Restaurant awards – part time employee overtime provisions

| | |
|---|--|
| <p>Northern Territory Australian Capital Territory Victoria</p> | <p>12.3.2 A regular part-time employee is an employee who:</p> <p>12.3.2(a) works less than full-time hours of 38 per week; and</p> <p>12.3.2(b) has reasonably predictable hours of work; and</p> <p>12.3.2(c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.</p> <p>12.3.3 At the time of engagement the employer and the regular part-time employee will agree in writing, on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.</p> <p>...</p> <p>12.3.7 All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates prescribed in clause 25 - Overtime.</p> |
| <p>Western Australia</p> | <p>(1) A part-time worker shall mean a worker who, subject to the provisions of Clause 8. - Hours, regularly works no less than twenty ordinary hours per fortnight nor less than three hours per work period.</p> <p>....</p> <p>(3) Notwithstanding any other provision of this award, the employer and the worker may, by agreement, increase the ordinary hours to be worked in any particular pay period to a maximum of seventy-six ordinary hours. Such extra hours shall be paid for at ordinary rates of pay.</p> <p>Note: Clause 10.1 defines “overtime” in the following terms: “<i>Overtime shall mean all work performed outside of the rostered ordinary hours of work or outside the daily spread of shift</i>”.</p> |
| <p>South Australia</p> | <p>4.2.1 Employees specifically engaged by the week for a lesser specified number of hours than 38 (which shall be at least 12 hours per week) shall be deemed to be part-time employees.</p> <p>6.4.1 Subject to the provisions of this award relating to Sundays and public holidays for all time worked outside of or in excess of the daily or weekly hours prescribed by this award shall be overtime and be paid for at the rate of time and one half for the first 3 hours and double time thereafter.</p> |
| <p>South-east Queensland</p> | <p>4.2.6 All time worked outside the spread of ordinary working hours as provided for in clause 6.1 and all time worked in excess of the hours as mutually arranged in clause 4.2.1 or 4.2.2 or 4.2.3 will be overtime and paid for at the rates prescribed in clause 6.4.</p> |
| <p>New South Wales</p> | <p>5.9 Subject to clause 11, Overtime and Penalty Payments, if a part-time employee is asked to work extra hours beyond the employee's rostered hours, the employer will pay the employee for the employee's work during that time at the rate that would be paid to a casual employee¹³. In addition to all other payments, the rate shall include payment required by the Annual Holidays Act on termination of employment¹⁴. Hours worked under the provisions of this subclause shall not otherwise be taken into account in determining a person's entitlement to annual leave payments whether on termination of employment or otherwise.</p> |
| <p>Tasmania</p> | <p>(a) Overtime - For all time of duty outside the ordinary hours of duty each day or in excess of the hours prescribed in Clause 21 - Hours of Work of this award, or before the time fixed for commencing work or after the time fixed for ceasing work, payment shall be made at the rate of time and a half for the first two hours and double time thereafter. For the purposes of computing overtime each day shall stand</p> |

¹³ie, 20% Monday to Friday; 25% on Saturday and 50% on Sunday.

¹⁴ ie, 1/12th or 8.33%

| | |
|--|--|
| | <p>alone.</p> <p>In addition all overtime worked by employees of food and beverage establishments between midnight and 6.30am shall be paid for at the rate of double time.</p> <p>Notwithstanding the rate prescribed in this subclause, at the instigation of the employee there may be an agreement in writing between the employer and the employee to take time off with pay equivalent to the amount for which payment would otherwise have been made. Such accumulated time must be taken within four weeks from the time of accrual.</p> |
|--|--|

23. Nature of the review

The LHMU notes that Paragraph 27A of the amended *Request* does not qualify Clause 1 of the *Request*, and in particular the following mandatory requirements:

Modern awards must:

- Provide a fair minimum safety net (clause 1(b));
- Be economically sustainable; (1(c));
- Promote efficient and productive performance;(1(c));
- Be in a form that is appropriate for a fair workplace relations system (1(d)).

24. At this stage of proceedings, the LHMU is not aware of what will be contended for by employer groups in a proposed restaurant and catering industry award. We are aware that in earlier proceedings, Restaurant and Catering Australia put forward a draft award which picked selectively from New South Wales and Queensland NAPSAs and which had the effect of undervaluing the work of restaurant workers as against Federal award and NAPSA standards from other States for hospitality workers performing comparable work in similar establishments. The RC and A proposed award also would have reduced take home pay – by way of reduced penalty rates and reduced access to overtime benefits - for thousands of employees. While the LHMU anticipates that RC and A will make similar demands on the Full Bench in its submissions, the LHMU does not intend to address the detail until it has seen the detail and ambit of the RC and A submission.

25. In our submission, the duty on the Commission to provide a “fair minimum safety net” appropriate to “a fair workplace relations system” imposes a duty on the Commission to provide fairness to employees. Fairness to employees means fairness to employees employed on penalty rate days and at penalty rate times. It would not be fair to reduce penalty rates without reference to the fairness that the penalty rate represents. The LHMU asks the Full Bench to take the following matters into account in determining what is fair to employees:

- (a) Penalty rates are a significant component of take home pay. A reduction in penalty rates raises the question of what number of extra hours a restaurant employee would need to work to maintain their take home pay, now in part composed of penalty rates.
- (b) Work on penalty rate days causes inconvenience and disability in relation to family and other relationships, recreational and leisure opportunities. Current penalty rate regime provides some compensation for this disability.
- (c) Reduced penalty rates will equal reduced earnings for low-paid workers.
- (d) Savings by employers will be disproportionate to the hardship suffered by affected low-paid employees.
- (e) Workers are prepared to work on Sundays and public holidays because of the payment of penalty rates; they don't necessarily want to.
- (f) Current penalty rates provide an incentive for employees to accept the social inconvenience and disability of working these days.
- (g) Reducing the safety net by reducing penalty rates without compensation offends against fairness and devalues the role of the BOOT in enterprise bargaining.
- (h) Reducing penalty rates across the board is discriminatory: some restaurants are highly profitable and they will benefit from a windfall. Others are marginal at best, and will go out of business in time whether penalty rates are reduced or eliminated or not.
- (i) There is already considerable flexibility inherent in restaurant awards and NAPSAs. The high level of casualisation means that if management makes a mistake in rostering, it can easily and quickly correct it by calling in or sending home one or more casuals.
- (j) While restaurant employees know they are in or entering into a 7-day industry, they also know that they are compensated by the payment of penalty rates for working at night, at weekends and on public holidays.

26. The LHMU also notes that clause 27A of the amended *Request* does not qualify the mandatory elements of clause 3 of the *Request*, notably that the Commission must have regard to:

- The development of skills and a fair labour market;
- Protecting the position in the labour market of young people;
- The needs of the low paid;
- The principle of equal remuneration for work of equal or comparable value;
- The need to improve retention and participation of employees in the workforce;
- Relevant AFPC and transitional awards rates.

27. The LHMU draws particular attention to the obligation on the Full Bench to “have regard to” the principle of “equal remuneration for work or equal or comparable value”. The

LHMU reminds the Full Bench that it has already made a finding relevant to “comparability”. In its December 2008 *Statement* [[2008] AIRCFB 1000] in which it “made” Stage 1 modern awards, the Full Bench said:

[118] We accept that there are some differences in trading and staffing arrangements between various sectors within the hospitality industry. Equally, however, there is some commonality between the sectors. It is also significant that there is a level of diversity in the operations of various businesses within sectors of the industry.

[119] There is also some diversity in terms and conditions in federal awards and NAPSAs operating within the hospitality industry, as defined in the exposure draft. However, such differences apply equally across awards within the smaller sectors proposed as they do across sectors. There is a high level of commonality in federal award provisions covering the hotel, accommodation and restaurant sectors and some but less commonality in the relevant NAPSAs. To illustrate, in the restaurant sector there are significant differences between the terms and conditions in the Restaurants NSW award and those in NAPSAs operating in other States just as there are significant differences between the federal restaurant awards and State NAPSAs. For example, the additional penalties in respect of “late work” in the NSW award are not reflective of arrangements applying generally in either federal awards or NAPSAs in other States.

[120] In our view, the classification structure in the exposure draft is capable of accommodating the types of employees engaged in each sector. Whilst the structure is more extensive than appears in some existing awards, in order to accommodate the broader operation of the award, employers previously subject to a more confined structure should be able to readily identify and apply those classifications utilised in their establishments.

[121] We appreciate that additional costs will arise for some employers from the making of an award in the terms of the exposure draft, more so in some States than others, depending upon the terms and conditions currently applying in the NAPSAs. This situation would arise even if separate awards were made for the restaurant and accommodation sectors. The impact of changed safety net conditions for some employers, and in other cases employees, can be addressed through transitional arrangements.

Conclusion

- 28.. In these submissions the LHMU seeks to articulate the proper basis for the Full Bench to make a modern award confined to the restaurant and catering industry. The award does not look much like the proposal tendered by Restaurant and Catering Australia at its last appearance before the Commission, but we make no apology for that, as our proposal is fair to employees and is based on Federal Commission standards – including arbitrated standards of penalty rates in the hospitality industry (which were thoroughly reviewed in an evidence-based case associated with Award Simplification in 1997) and arbitrated standards

of fairness for part time employees. We commend the LHMU draft award to the Commission.

Filed by

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Part 1 – Application and Operation

1. Title

This award is the **Restaurant and Catering Industry Award 2010**

2. Commencement date

This award commences on 1 January 2010.

3. Definitions and interpretation

3.1 In this Award, unless the contrary intention appears:

Act means the *Fair Work Act 2009*.

Airport catering means the serving, dispensing, ordering, preparing, selling or organising of refreshments, food, sandwiches, snacks, meals, drinks and/or beverages of all types together with any ancillary functions including cleaning and attending to any restaurant, coffee shop, tea room, snack, drink or food bar, liquor booth, vehicle, stand, counter, building or premises providing any such services including the display or provision of food, beverages or goods.

appropriate level of training means that an employee:

(a) has completed an appropriate training course accredited within the Australian Qualifications Framework (AQF); and/or

(b) has been assessed by a qualified skills assessor to have skills at least equivalent to those attained in an appropriate training course; and/or

(c) at 31 December 2009, (except for food and beverage attendants grade 2 as defined in Schedule A – Classification Definitions) has been doing the work of a particular classification for a period of at least three months.

(However, to avoid doubt, the minimum classification rate for an employee who has completed AQF Certificate III or higher qualifications relevant to the classification in which they are employed is Level 4. For food and beverage attendants Grade 2, classification at Grade 3 is subject to the employee having completed AQF Certificate II qualifications relevant to the Grade 3 classification).

Catering means the provision by a restaurant of catering services for any social or business function where such services are incidental to the major business of the restaurant.

employee has the meaning in the Act

employer has the meaning in the Act

enterprise award has the meaning in the Act

enterprise NAPSA means a NAPSA derived from a State award which immediately prior to 27 March 2006 applied only to a single business or part of a single business.

NAPSA means notional agreement preserving a State award and has the meaning in the Act

NES means National Employment Standards

relevant apprenticeship legislation means any awards and/or regulations made by any State Apprenticeship Authority

Restaurant means restaurants, reception centres, night clubs, licensed cafes and licensed roadhouses, and includes any tea shop, café, fish or oyster shop or liquor booth or any tent, vehicle or building where sandwiches, cakes, hot dogs, meals and drinks of any type are sold retail to the public, but does not include a restaurant operated in or in connection with premises owned or operated by employers covered by either of the following awards:

- (c) Hospitality Industry (General) Award 2010;
- (d) Registered and Licensed Clubs Award 2010;
- (e) Fast Food Award 2010.

spread of hours means the period of time elapsing from the time an employee commences duty to the time the employee ceases duty within any period of 24 hours.

standard rate means the minimum wage for a level 4 classification (Cook (tradesperson) grade 3) in clause 20.1. The **standard weekly rate** means the minimum weekly wage for a level 4 rate (Cook (tradesperson) grade 3) in clause 20.1. The **standard hourly rate** means the minimum hourly wage for a level 4 classification (Cook (tradesperson) grade 3) in clause 20.1.

3.2 Where this award refers to a condition of employment provided for in the NES the NES definition applies.

4. Coverage

4.1 This industry award covers employers throughout Australia in the restaurant and catering industry and their employees in the classifications in Schedule A – Classification Definitions to the exclusion of any other modern award.

4.2 The award does not cover an employee excluded from award coverage by the Act.

4.3 The award does not cover an employer bound by an enterprise award with respect to any employee who is covered by the enterprise award.

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

4.5 This award does not cover employers in the following industries or activities or their employees:

- Contract caterers whose principal and substantial business activity is that of providing catering services and/or accommodation services on a contract or fee-for-service basis, including garrison support catering services under contract to the Department of Defence;
- Retail industry;
- Fast food industry;
- In-flight catering for airlines;
- Airport catering;
- Catering services provided by aged care employers;
- Hotels, motels, hostels and boarding establishments;
- Clubs registered or recognised under State or Territory legislation;
- Boarding schools, residential colleges, hospitals, industrial schools or orphanages
- Restaurants operated in or in connection with hotels, motels, hostels and boarding establishments, and/or clubs registered or recognized under State or Territory legislation.

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

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

5. Access to the award and the National Employment Standards

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6. The National Employment Standards and this award

The NES and this award combine to contain the minimum conditions of employment for employees covered by this award.

7. Award flexibility

- 7.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

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

- 7.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress.

- 7.3** The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
- (b) result in the employee being better off overall than the employee would have been if no individual flexibility arrangement has been agreed to.

- 7.4** The agreement between the employer and the individual employee must also:

- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) state each term of this award that the employer and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

- 7.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.6 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure that the employee understands the proposal.
- 7.7 The agreement may be terminated:
- (a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee.
- 7.8 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

Part 2—Consultation and Dispute Resolution

8. Consultation regarding major workplace change

8.1 Employer to notify

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (b) **Significant effects** include 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, promotion 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 this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

8.2 Employer to discuss change

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1.
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, 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 no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

9. Dispute resolution

- 9.1** In the event of a dispute in relation to a matter about this award, or in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 9.2** If a dispute in relation to a matter arising under this award or the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Commission.
- 9.3** The parties may agree on the process to be utilised by the Commission including mediation, conciliation and consent arbitration.
- 9.4** Where the matter in dispute remains unresolved the Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 9.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 9.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Part 3—Types of Employment and Termination of Employment

10. Types of employment

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

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

10.2 At the time of engagement an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time or casual.

11. Full-time employment

A full-time employee is an employee who is engaged to work an average of 38 ordinary hours per week.

12. Part-time employment

12.1 An employer may employ part-time employees in any classification in this award.

12.2 A part-time employee is an employee who:

- (a) works less than full-time hours of 38 per week; and
- (b) has reasonably predictable hours of work; and
- (c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who

do the same kind of work.

- 12.3** At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.
- 12.4** Any agreed variation to the regular pattern of work will be recorded in writing.
- 12.5** An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.
- 12.6** An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 13—Casual employment.
- 12.7** All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates prescribed in clause 33—Overtime.
- 12.8** A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed in clause 20—Minimum wages, for the work performed.

13. Casual employment

- 13.1** A casual employee is an employee engaged as such and must be paid a casual loading of 25% as provided for in this award. The casual loading is paid as compensation for annual leave, personal/carer's leave, notice of termination, redundancy benefits and the other entitlements of full-time or part-time employment.
- 13.2** On each occasion a casual employee is required to attend work they are entitled to a minimum payment for two hours' work.
- 13.3** A casual employee must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.
- 13.4 Conversion to full-time or part-time employment**
- (a) This clause only applies to a regular casual employee.
- (b) A regular casual employee means a casual employee who is employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months.
- (c) A regular casual employee who has been engaged by a particular employer for at least 12 months may elect (subject to the provisions of this clause) to have their contract of employment converted to full-time or part-time employment.
- (d) An employee who has worked at the rate of an average of 38 or more hours a week in the period of 12 months casual employment may elect to have their employment converted to full-time employment.
- (e) An employee who has worked at the rate of an average of less than 38 hours a week in the period of 12 months casual employment may elect to have their employment converted to part-time employment.
- (f) Where a casual employee seeks to convert to full-time or part-time employment, the employer may consent to or refuse the election, 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.
- (g) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and agree upon:
- the form of employment to which the employee will convert—that is, full-time or part-time employment; and
 - if it is agreed that the employee will become a part-time employee, the matters referred to in clause 12—Part-time employment.
- (h) The date from which the conversion will take effect is the commencement of the next pay cycle following such agreement being reached unless otherwise agreed.
- (i) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (j) An employee must not be engaged and/or re-engaged (which includes a refusal to re-engage) to avoid any obligation under this award.
- (k) Nothing in this clause obliges a casual employee to convert to full-time or part-time employment, nor permits an employer to require a casual employee to so convert.
- (l) Nothing in this clause requires the employer to convert the employment of a regular casual employee to full-time or part-time employment if the employee has not worked for 12 months or more in a particular establishment or in a particular classification stream.
- (m) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.

14. Apprentices

- 14.1** Apprentices will be engaged in accordance with relevant apprenticeship legislation and be paid in accordance with clause 20.2.
- 14.2** An apprentice under the age of 18 years must not, without their consent, be required to work overtime or shift work.

15. Junior employees

- 15.1** Junior employees will be paid in accordance with clause 20.3. Junior employees, on reaching the age of 18 years, may be employed in the bar or other places where liquor is sold. Junior employees working as liquor service employees must be paid at the adult rate of pay in clause 20.1 for the classification for the work being performed.
- 15.2** An employer may at any time demand the production of a birth certificate or other satisfactory proof for the purpose of ascertaining the correct age of a junior employee. If a birth certificate is required, the cost of it must be borne by the employer.
- 15.3** No employee under the age of 18 years will be required to work more than 10 hours in a shift.

16. Termination of employment

- 16.1** Notice of termination is provided for in the NES.
- 16.2** **Notice of termination by an employee**

The notice of termination required to be given by an employee is the same as that required of an employer, except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer

may withhold from any monies due to the employee on termination, under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause, less any period of notice actually given by the employee.

16.3 Job search entitlement

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

17. Redundancy

17.1 Redundancy pay is provided for in the NES.

17.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

17.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee will be entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but will not be entitled to payment instead of notice.

17.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy will 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 will, at the request of the employer, be required to produce proof of attendance at an interview or they will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) This entitlement applies instead of clause 16.3.

17.5 Transitional provisions

- (a) Subject to clause 17.2(b) an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a NAPSA:
 - (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under the Act had applied to the employee; and
 - (ii) that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.
- (b) The employee's entitlement to redundancy pay under the NAPSA is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.
- (c) Clause 17.2 does not operate to diminish an employee's entitlement to redundancy pay under any other instrument

(d) Clause 18.2 ceases to operate on 31 December 2014.

Part 4 – Classifications and Minimum Wage Rates

18. Work Organisation

Employees must undertake duties as directed within the limits of their competence and may undertake duties across the different streams contained in the classification definitions in Schedule A.

19. Classifications

The definitions of the classification levels in clause 20 - Minimum wages, are contained in Schedule A.

20. Minimum Wages

20.1 General

An adult employee within a level specified in the following table (other than an apprentice or an employee in respect of whom a certificate under s.123 of the Act is in force) will be paid not less than the rate per week assigned to the classification, as defined in Schedule A, for the area in which such employee is working.

| Classification | Minimum weekly wage | Minimum hourly wage |
|--------------------------------------|---------------------|---------------------|
| | \$ | \$ |
| Introductory level | 543.90 | 14.31 |
| Level 1: | 560.50 | 14.75 |
| Food and beverage attendant grade 1 | | |
| Kitchen attendant grade 1 | | |
| Level 2: | 583.00 | 15.34 |
| Food and beverage attendant grade 2 | | |
| Cook grade 1 | | |
| Kitchen attendant grade 2 | | |
| Clerical grade 1 | | |
| Storeperson grade 1 | | |
| Door person/security officer grade 1 | | |
| Level 3: | 603.90 | 15.89 |
| Food and beverage attendant grade 3 | | |
| Cook grade 2 | | |
| Kitchen attendant grade 3 | | |

| | | |
|--|--------|-------|
| Clerical grade 2 | | |
| Storeperson grade 2 | | |
| Timekeeper/security officer grade 2 | | |
| Handyperson | | |
| Level 4: | 637.60 | 16.78 |
| Food and beverage attendant grade 4 (tradesperson) | | |
| Cook grade 3 (tradesperson) | | |
| Clerical grade 3 | | |
| Storeperson grade 3 | | |
| Level 5: | 679.30 | 17.88 |
| Food and beverage supervisor | | |
| Cook grade 4 (tradesperson) | | |
| Clerical supervisor | | |
| Level 6: | 698.20 | 18.37 |
| Cook grade 5 (tradesperson) | | |

20.2 Apprentices

(a) Minimum wages

| | Percentage of the rate prescribed in 20.1 for a Cook grade 3 | Minimum weekly wage | Minimum hourly wage |
|----------------------|---|--------------------------------|--------------------------------|
| | % | \$ | |
| 1 st year | 55 | 350.70 | 9.23 |
| 2 nd year | 65 | 414.40 | 10.91 |
| 3 rd year | 80 | 510.10 | 13.42 |
| 4 th year | 95 | 605.70 | 15.94 |

(b) Completion of full apprenticeship

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

(c) Proficiency pay

(i) Application

Proficiency pay as set out in this clause shall apply to apprentices who have successfully completed their schooling in a given year.

(ii) Payments

Apprentices shall receive the rate of pay of a qualified cook during the latter half of the fourth year of the apprenticeship where the standards of proficiency has been attained on one, two or three occasions on the following basis:

- **On one occasion only**
 - the first nine months of the fourth year of the normal fourth year rate of pay;
 - thereafter, the qualified cook's award rate of pay.
- **On two occasions**
 - for the first six months of the fourth year of apprenticeship, the normal year rate of pay;
 - thereafter, the qualified cook's award rate of pay.
- **On three occasions**
 - for the entire fourth year, the qualified cook's award rate of pay.

20.3 Juniors

(a) Minimum wages

The minimum rate of wages for junior employees shall be the undermentioned percentages of the rate prescribed for the adult classification appropriate to the work performed for the area in which the employee is working.

| Age | Percentage |
|--------------------|-------------------|
| 16 years and under | 50 |
| 17 years and under | 60 |
| 18 years of age | 70 |
| 19 years of age | 85 |
| 20 years of age | 100 |

The wage shall be calculated to the nearest ten cents. Any broken part of ten cents in the result not exceeding five cents to be disregarded.

(b) Other conditions

- (i)** Junior employees, on reaching the age of eighteen years, may be employed in the bar or other places where liquor is sold. However, where a junior is employed the adult award rate for the work being performed must be paid; and
- (ii)** An employer may at any time demand the production of a birth certificate or other satisfactory proof for the purpose of ascertaining the correct age of a junior employee. If a birth certificate is required, the cost of it must be borne by the employer.
- (iii)** An employee under the age of eighteen years must not be required to work more than ten hours in a shift.

20.4 Supported Wage System

See Schedule B—to be inserted.

20.5 National Training Wage

See Schedule C—to be inserted.

20.6 School-based Apprenticeship

See Schedule D – to be inserted

21. Allowances

21.1 Meal allowance

A weekly or part-time employee required to work overtime for more than two hours without being notified on the previous day or earlier that the employee will be so required to work shall be supplied with a meal by the employer or paid \$8.60 meal money.

If an employee pursuant to notice has provided a meal and is not required to work overtime or is required to work less than the amount advised, the employee shall be paid as above prescribed for the meal which the employee has provided but which is surplus.

21.2 Split shift allowance

Weekly employees who have a broken work day shall receive an additional allowance of \$3.47 for each work period of two hours or more, for a spread of hours as prescribed in clause 26 - Hours of work.

21.3 Clothing, equipment and tools

- (a) Where the employer requires an employee to wear any special clothing such as coats, dresses, caps, aprons, cuffs and any other articles of clothing, the employer must reimburse the employee for the cost of purchasing such special clothing. The provisions of this clause do not apply where the special clothing is paid for by the employer.
- (b) Where the employee is responsible for laundering the special clothing the employer must pay the following allowances:
 - \$4.38 per week in the case of full-time employees; and
 - \$1.42 per uniform laundered in the case of regular part-time and casual employees.
- (c) Black and white attire (not being dinner suit or evening dress), shoes, hose and/or socks is not special clothing.
- (d) Where it is necessary that an employee wear waterproof or other protective clothing such as waterproof boots, aprons, or gloves, the employer must reimburse the employee for the cost of purchasing such clothing. The provisions of this clause do not apply where the special clothing is supplied to the employee at the employer's expense. Where protective clothing is supplied without cost to the employee, it will remain the property of the employer.
- (e) Where the employer requires an employee to provide and use any towels, tools, ropes, brushes, knives, choppers, implements, utensils and materials, the employer must reimburse the employee for the cost of purchasing such equipment. The provisions of this clause shall not apply where the employer supplies such items without cost to the employee.
- (f) An employer may require an employee on commencing employment to sign a receipt for item/s of uniform and property. This receipt must list the item/s of uniform and property and the value of them. If, when an employee ceases employment, the employee does not return the item/s of uniform and property (or any of them) in accordance with the receipt, the employer will be entitled to deduct the value as stated on the receipt from the employee's wages.
- (g) In the case of genuine wear and tear, damage, loss or theft that is not the employee's fault the provisions of 21.3(f) will not apply.

21.4 Allowance for distant work

- (a) The special rate to be paid to employees who work away from their employer's place of business for the time occupied in travelling between the employer's place of business and work or between the employee's residence and work shall be at ordinary rates.
- (b) Where an employee is engaged for country or seaside work and has to travel 80 kilometres or more to take up service the employee shall be paid for transport, both ways if:
 - the employee has performed to the employer's satisfaction for up to a period of four weeks; and
 - the employee is willing to complete the full period of engagement.

21.5 District allowances

- (a) **Northern Territory**

An employee in the Northern Territory is entitled to payment of a district allowance in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth):

- (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under that Act had applied to the employee; and
- (ii) that would have entitled the employee to payment of a district allowance.

(b) Western Australia

An employee in Western Australia is entitled to payment of a district allowance in accordance with the terms of a NAPSA or an award made under *Workplace Relations Act 1996* (Cth):

- (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under that Act had applied to the employee; and
- (ii) that would have entitled the employee to payment of a district allowance.

(c) This clause ceases to operate on 31 December 2014.

21.6 Accident pay

(a) Subject to clause **Error! Reference source not found.**, an employee is entitled to accident pay in accordance with the terms of:

- (i) a NAPSA that would have applied to the employee immediately prior to 1 January 2010 or an award made under the *Workplace Relations Act 1996* (Cth) that would have applied to the employee immediately prior to 27 March 2006, if the employee had at that time been in their current circumstances of employment and no agreement made under the *Workplace Relations Act 1996* (Cth) had applied to the employee; and
- (ii) that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument.

(b) The employee's entitlement to accident pay under the NAPSA or award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.

(c) This clause does not operate to diminish an employee's entitlement to accident pay under any other instrument.

(d) This clause ceases to operate on 31 December 2014.

22. Payment of Wages

22.1 Except upon the termination of employment all wages including overtime must be paid on any day other than Friday, Saturday or Sunday in each week. However, by agreement between the employer and the majority of employees in the workplace, in a week where a holiday occurs payment of wages may be made on Friday.

22.2 By agreement between the employer and the employee wages may be paid either weekly or fortnightly by one of the following means:

- (a) cash;
- (b) cheque; and
- (c) payment into employee's bank account by electronic funds transfer, without cost to the employee.

22.3 However, an employer may pay an employee weekly by cash without consultation.

22.4 Employees who are paid their wages at any time other than during their working time, must, if kept waiting more than fifteen minutes, be paid overtime rates for all such waiting time.

22.5 Employees whose rostered day off falls on pay day must be paid their wages, if they so desire, before going off duty on the working day prior to their day off. Provided that this provision shall not apply to employees paid by electronic funds transfer.

22.6 When notice of termination of employment has been given by an employee or an employee's services have been terminated by an employer, payment of all wages due must be made during working time, prior to the employee leaving their employment. If an employee is kept waiting for more than fifteen minutes after the termination of their employment they must be paid overtime rates for such waiting time.

22.7 Where an employee is dismissed for misconduct he or she must be paid within one hour of their dismissal or as soon as practicable thereafter.

23. Annualised salary arrangements

23.1 Alternative method of payment - annual salary

- (a) As an alternative to being paid by the week by agreement between the employer and employee, an employee can be paid at a rate equivalent to an annual salary of at least twenty five per cent or more above the rate prescribed in clause 20 – Minimum wages, times 52 for the work being performed. In such cases, there is no requirement under clauses 21.2 - Split shift allowance, 29.3 - Work done outside the hours of 7.00 a.m. to 7.00 p.m. on Monday to Friday, 28 - Overtime and 29.1 - Weekend work to pay overtime and penalty rates. In addition to the weekly wage, provided that the salary paid over a year was sufficient to cover what the employee would have been entitled to if all award overtime and penalty rate payment obligations had been complied with.
- (b) Provided further that in the event of termination of employment prior to completion of a year, the salary paid during such period of employment shall be sufficient to cover what the employee would have been entitled to if all award overtime and penalty rate payment obligations had been complied with.
- (c) An employee being paid according to this clause shall be entitled to a minimum of eight days off per four week cycle. Further, if an employee covered by this clause is required to work on a public holiday, such employee shall be entitled to a day off in lieu or a day added to the annual leave entitlement.

23.2 The employer shall keep all records relating to the starting and finishing times of employees to whom this clause applies. This record shall be signed weekly by the employee. This is to enable the employer to carry out a reconciliation at the end of each year comparing the employees ordinary wage under this award and the actual payment. Where such a comparison reveals a shortfall in the employees wages, then the employee shall be paid the difference between the wages earned under the award and the actual amount paid.

24. Mixed functions

- 24.1** Any employee who is employed for two or more hours of one day on duties carrying a higher rate than the employee's ordinary classification shall be paid the higher rate for each day.
- 24.2** If the employee engaged for less than two hours on one day on duties carrying a higher rate than his or her ordinary classification shall be paid at the higher rate for the time so worked.
- 24.3** A higher paid employee shall, when necessary, temporarily relieve a lower paid employee without loss of pay.

25. Superannuation

25.1 Superannuation legislation

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

25.2 Employer contributions

- (a) An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.
- (b) The employer must make contributions for each employee for such month where the employee earns \$350.00 or more in a calendar month.

25.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 25.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 25.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 25.3(a) or (b) was made.

25.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 25.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 25.2 and pay the amount authorised under clauses 25.3(a) and 0 to one of the following superannuation funds:

- (a) HOST-PLUS, or
- (b) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund.

- **Absence from work**

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 25.2 and pay the amount authorised under clauses 28.3(a) and (b):

- **Paid leave**—while the employee is on any paid leave;
- **Work-related injury or illness**—in respect of any employee entitled to accident pay, pursuant to clause 21.6 – Accident Pay or the period of absence from work of the employee due to work-related injury or work-related illness provided that:
 - the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
 - the employee remains employed by the employer.

Part 5 – Hours of Work and Related Matters

26. Hours of Work

26.1 The hours of work of a full-time employee are an average of 38 per week. The average of 38 hours per week is to be worked in one of the following ways:

- a nineteen day month, of eight hours per day;
- four days of eight hours and one of six hours;
- four days of nine and a half hours per day;
- five days of seven hours and 36 minutes per day;
- 152 hours per each four week period;
- 160 hours per each four week period with a rostered day off; or
- any combination of the above.

26.2 The arrangement for working the average of 38 hours per week is to be agreed between the employer and the employee from the alternatives in 26.1.

26.3 The agreed hours of work arrangement must meet the following conditions:

- (a) A minimum of six hours and a maximum of eleven and a half hours may be worked on any one day. The daily minimum and maximum hours are exclusive of meal break intervals.
- (b) An employee cannot be rostered to work for more than ten hours per day on more than three consecutive days without a break of at least 48 hours.
- (c) No more than eight days of more than ten hours may be worked in a four week period.
- (d) An employee must be given a minimum break of ten hours between the finish of ordinary hours of work on one day and the commencement of ordinary hours of work on the next day. In the case of a changeover of rosters the minimum break must be eight hours.

- (e) An employee must be given a minimum of eight full days off per four week period.
- (f) An employee under the age of eighteen years must not be required to work more than ten hours in a shift.
- (g) Where the hours of work arrangement provides for 160 hours per four week period with a rostered day off:
 - No employee is to work more than ten days in a row without a rostered day off.
 - Where practicable the rostered day off must be contiguous with an employee's normal days off.
 - Rostered days off may be banked, up to a maximum of five days.
 - An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - If a rostered day off falls on a public holiday then, where practicable, the next day is to be taken as the rostered day off.
- (f) The entitlement to a rostered day on full pay is subject to the following:
 - each day of paid leave, except annual leave and long service leave, and any public holiday occurring during the four week cycle must be regarded as a day worked for accrual purposes; and
 - an employee who has not worked a complete four week cycle in order to accrue a rostered day off must be paid a pro rata amount for credits accrued for each day worked in the cycle. The pro-rata amount is twenty four minutes pay for each eight hour day worked.

26.4 Make-up time means an arrangement under which an employee takes time off during his or her ordinary hours of work and makes up that time later. The employer and a majority of employees in a workplace may agree to introduce make-up time subject to the following conditions:

- (a) If an employer intends to introduce make-up time and the Union has members at the particular workplace then the employer must inform the Union of its intention and provide the Union with an opportunity to participate in negotiations relating to make-up time.
- (b) After the employer and a majority of employees have agreed to introduce make-up time an employee may elect, with the consent of his or her employer, to work make-up time.
- (c) Make-up time arrangements must comply with the conditions set out in 23.3 and clause 27 - Breaks.
- (d) The employer must record make-up time arrangements as a time and wages records ..
- (e) Any disputes in relation to the practical application of this clause may be dealt with in accordance with clause 9 – Dispute resolution.

26.7 Spread of hours

Where broken shifts are worked the spread of hours can be no greater than twelve hours per day.

26.8 Minimum break between shift

The roster for all employees other than casuals will provide for a minimum ten hour break between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day. In the case of changeover of rosters, eight hours will be substituted for ten hours.

26.9 Roster

- (a) A roster for full-time and part-time employees showing normal starting and finishing times and the surname and initials of each employee shall be prepared by the employer and shall be posted in a conspicuous place accessible to the employees concerned.
- (b) The roster shall be alterable by mutual consent at any time or by amendment of the roster on seven days notice. Where practicable two weeks notice of rostered day or days off should be given provided that the days off may be changed by mutual consent or through sickness or other cause over which the employer has no control.

27. Breaks

- 27.1** If an employee, including a casual employee, is required to work for five or more hours in a day he or she must be given an unpaid meal break of no less than thirty minutes. The break must be given no earlier than one hour after starting work and no later than six hours after starting work.
- 27.2** If the unpaid meal break is rostered to be taken after five hours of starting work, the employee must be given an additional twenty minute paid meal break. The employer must allow the employee to take this additional meal break no earlier than two hours after starting work and no later than five hours after starting work.
- 27.3** If an employee is not given the unpaid meal break at the time the employer has told him/her it will be given, the employer must pay the employee an extra hourly or part thereof payment at the rate of 0.5 of the ordinary hourly rate from the time the meal break was to commence until either the meal break is given or the shift ends.
- 27.4** If 27.3 does not apply and an employee is not given a meal break in accordance with 27.1 the employer must pay the employee an extra hourly or part thereof payment at the rate of 0.5 of the ordinary hourly rate from the end of six hours until either the meal break is given or the shift ends.
- 25.4** If an employee is required to work more than five hours after he or she is given the unpaid meal break, he or she must be given an additional twenty minute paid break.
- 25.5** If a full-time or regular part-time employee is required to work more than ten ordinary hours in the day, he or she will be given two additional twenty minute paid breaks. In rostering for these breaks, the employer must make all reasonable efforts to ensure an even mix of work time and breaks.
- 25.6** If an employee is required to work more than two hours' overtime after completion of the employee's rostered hours, he or she must be given an additional twenty minute paid break.

28. Overtime

28.1 Reasonable overtime

An employer may require an employee - other than a casual employee - to work reasonable overtime at overtime rates.

28.2 When is an employee paid at overtime rates?

- (a) A full-time employee is paid at overtime rates for any work done outside of the spread of hours or rostered hours set out in clause 26 - Hours of work.
- (b) A part-time employee is paid at overtime rates in the circumstances specified in clause 12.7.

28.3 What are overtime rates?

The overtime rate payable to an employee depends on the time at which the overtime is worked.

- (a) **Monday to Friday:** one and a half times the employee's normal rate of pay for the first two hours of overtime; and twice the employee's normal rate of pay for the rest of the overtime.
- (b) **Between midnight Friday and midnight Saturday:** one and three quarter times the employee's normal salary for the first two hours of overtime; and twice the employee's normal rate of pay for the rest of the overtime.
- (c) **Between midnight Saturday and midnight Sunday:** twice the employee's normal rate of pay for all time worked.
- (d) **On a rostered day off:** twice the employee's normal rate of pay for any work done. The employee must be paid for at least four hours even if the employee works for less than four hours.

28.4 Overtime worked on any day stands alone.

28.5 Does an employee get a break after working overtime?

If starting work at the employee's next rostered starting time would mean that the employee did not receive a full eight hour break then:

- (a) the employee may - without loss of pay - start work at such a later time as is necessary to ensure that he or she receives a break of at least eight hours; or
- (b) the employer must pay the employee overtime rates for all work performed until the employee has received a break of at least eight hours.

28.6 Time-off instead of payment for overtime

- (a) Despite 28.1 an employee may choose, with the consent of the employer, to take time-off instead of payment for overtime at a time or times agreed with the employer. This agreement must be in writing. The employee must take the time off within four weeks of working the overtime.
- (b) If an employee takes time off instead of payment for overtime then the amount of time off is to be equivalent to the pay the employee would have otherwise received for working the overtime.
- (c) If requested by an employee an employer must within one week of receiving a request pay the employee for any overtime worked. The employee must be paid at overtime rates.

28.7 An apprentice under the age of eighteen years shall not, without his or her consent, be required to work overtime or shift work.

29. Penalty rates

29.1 Weekend work - non-casual employees

The penalty rates payable to a full-time or regular part-time employee for ordinary time worked on a weekend depends on when the work is performed:

- (a) **Between midnight Friday and midnight Saturday:** one and a quarter times his or her normal salary for all ordinary time worked.
- (b) **Between midnight Saturday and midnight Sunday:** one and three quarters times his or her normal salary for all ordinary time worked.

29.2 Weekend work - casual employees

The loading payable to casual employees, for work done on a weekend depends on when the work is performed:

- (a) **Between midnight Friday and midnight Saturday:** one and a half times the rate prescribed for the class of work performed for all time worked.
- (b) **Between midnight Saturday and midnight Sunday:** one and three quarter times the rate prescribed for the class of work performed for all time worked.

29.3 Work done outside the hours of 7.00 a.m. to 7.00 p.m. on Monday to Friday

- (a) An employee, including a casual, who is required to work any of their ordinary hours between the hours of 7.00 p.m. and midnight Monday to Friday inclusive, or between midnight and 7.00 a.m. Monday to Friday inclusive, shall be paid an additional amount per hour calculated according to the following table:

| Between 7pm and midnight | Between midnight and 7am |
|---|---|
| For each hour or part of an hour worked during such times | For each hour or part of an hour worked during such times |
| 10per cent of the standard rate per hour extra | 15 per cent of the standard rate per hour extra |

- (b) For the purposes of this clause midnight shall include midnight Sunday.

29.4 Penalty rates not cumulative

Except as provided in clause 27 - Breaks, where time worked is required to be paid at more than the ordinary rate such time shall not be subject to more than one penalty, but shall be subjected to that penalty which is to the employee's greatest advantage.

29.4 Public holidays

- (a) An employee other than a casual working on a public holiday must be paid at the rate of double time and a half for all time worked.

- (b) A casual employee working on a public holiday must be paid at the rate of double time and three quarters for all time worked.
- (c) An employee other than a casual working on a public holiday will be paid for a minimum of four hours work.
- (d) A casual employee working on a public holiday will be paid for a minimum of two hours work.
- (e) Employees who work on a prescribed holiday may, by agreement, perform such work at ordinary rates plus 50% additional loading, rather than the penalty rate prescribed in this clause, provided that equivalent paid time is added to the employee's annual leave or one day in lieu of such public holiday will be allowed to the employee during the week in which such holiday falls. Provided that such holiday may be allowed to the employee within 28 days of such holiday falling due.
- (f) An employee other than a casual working on Christmas Day when it falls on a weekend will be paid an additional loading of 50% of their ordinary time rate for the hours worked on that day and will also be entitled to the benefit of a substitute day.

Part 6 – Leave and Public holidays

30. Annual leave

30.1 Leave entitlement

Annual leave is provided for in the NES. It does not apply to casual employees.

For the purpose of the additional week of leave provided by the NES, a **shiftworker** is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven hours a shift.

30.2 Payment for annual leave

The NES prescribes the basis for payment for annual leave, including payment for untaken leave upon the termination of employment.

In addition to the payment provided for in the NES, an employer is required to pay an additional leave loading of 17.5% of that payment.

30.3 Requirement to take leave notwithstanding terms of the NES

An employer may require an employee to take annual leave by giving at least four weeks' notice in the following circumstances:

- as part of a close-down of its operations; or
- where more than eight weeks' leave is accrued.

31. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are provided for in the NES.

33. Community service leave

Community service leave is provided for in the NES.

34. Public holidays

34.1 National Employment Standards

(a) Public holidays are provided for in the NES

By agreement between the employer and the majority of employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday in lieu of any of the days prescribed in s.54 of the NES.

(b) Additional arrangements for full-time employees:

A full-time employee whose rostered day off falls on a public holiday must, subject to clause 34.1 either:

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

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

Part 7 – Industry specific provisions

35. No deduction for breakages or cashiering underings

An employer must not deduct any sum from the wages or income of an employee in respect of breakages or cashiering underings except in the case of wilful misconduct.

Part 8 – Translation and transitional Provisions

38. Translation Provisions

38.1 Translation to the award classification structure

(a) General translation principles

- (i) Subject to the provisions of this Part, an employee whose duties fall within the classification structure set out in Schedule A – Classification Structure and Definitions of this award should confer with his or her employer on or before 31 December 2009 and seek to reach agreement on the translation of the employee to the terms of this award.
- (ii) In the event that the employer and the employee cannot agree on translation, the procedures specified in clause 9 of this award must be followed.
- (iii) However, subject to the Act, an employer may apply to Fair Work Australia to seek variation to the phase-in period provided for in this Part for the new rate of pay of an existing employee provided for in this award on any or all of the grounds specified in Principle 12 of the Commission's *Statement of Principles* as they existed prior to March 26, 2006.

- (iv) In translating to the terms of this award, employers and employees should have regard to the definition of **appropriate level of training** contained in clause 3.1 of this Award;

(b) Where existing Award or NAPSA rates of pay are higher

The making of this Award will not result in the rate of pay of any existing employee being reduced below the rates of pay in an award or Notional Agreement Preserving a State Award (NAPSA) that applies to the employee immediately before this award comes into effect.

(c) Where existing Award or NAPSA rates of pay are lower

- (i) Despite the provisions of this Award, an employer will not be required to increase the rate of pay of any existing full time or part time employee by more than the following:

- \$19.00 per week (or 50 cents per hour) from 1 January 2010;
- \$19.00 per week (or 50 cents per hour) from 1 January 2011,

and thereafter in the same manner in each transitional year, until the rate of pay reaches the award rate (as adjusted from time to time).

- (ii) To avoid doubt, any residual payment resulting from this phase-in formula must be paid in the fifth year (that is from 1 January, 2014) of the transitional period.

(d) New employees

- (i) Where the rate of pay in an award or NAPSA immediately before this Award comes into effect exceeded the rate of pay prescribed in this award for work performed, an employee engaged on work covered by this Award on or after 1 January 2010 is entitled to the same rate of pay (as adjusted from time to time) as is applicable to any existing employee for the work performed.

- (ii) This clause will cease to have effect five years after the commencement of this award.

(e) Meaning of rate of pay of any existing employee

For the purposes of this clause, **rate of pay of any existing employee** means the aggregate rate per hour (as adjusted from time to time) for an existing employee having regard to the following provisions of an Award or NAPSA applying to the employee immediately before this Award comes into effect:

- Minimum hourly rates of pay
- Penalty rates (whether expressed as hourly supplements, or as supplements for shift work applicable to all or some hours worked, or for work performed at particular times of the day or on particular days of the week)
- In the case of casual employees – casual loadings (whether expressed as hourly supplements, or as supplements for shift work applicable to all or some hours worked, or for work performed at particular times of the day or on particular days of the week) for particular hours worked.

38.2 Transitional arrangements for award provisions

The following transitional arrangements will apply for the phasing-in over a maximum of five years from 1 January 2010 of minimum award provisions designated in this clause. Employers will not be obliged to pay more than the minimum amounts specified for each year of the five-year transitional period, from the beginning of the first full pay period to commence on or after 1 January of the relevant year. Where no transitional provision is made, an employer is required to apply the provisions of this award on and from 1 January 2010.

- (a) Junior rates – see clause 20.3 of this award.**

| State | Provision | 2010 | 2011 | 2012 | 2013 | 2014 |
|-----------------------|--------------------|--|------|------|------|------|
| | | Percentage of the standard rate per week | | | | |
| Victoria | 16 years and below | 58 | 56 | 54 | 52 | 50 |
| | | | | | | |
| South-east Queensland | 16 years and below | 54 | 53 | 52 | 51 | 50 |
| | 17 years | 64 | 63 | 62 | 61 | 60 |
| | 18 years | 74 | 73 | 72 | 71 | 70 |
| | | | | | | |
| Western Australia | 16 years and below | 54 | 53 | 52 | 51 | 50 |
| | 17 years | 64 | 63 | 62 | 61 | 60 |
| | 18 years | 74 | 73 | 72 | 71 | 70 |
| | 19 years | 89 | 88 | 87 | 86 | 85 |
| | | | | | | |
| South Australia | 20 years | 92 | 94 | 96 | 98 | 100 |
| | | | | | | |
| New South Wales | 16 years and below | 50 | 50 | 50 | 50 | 50 |
| | 17 years | 61 | 60 | 60 | 60 | 60 |
| | 18 years | 70 | 70 | 70 | 70 | 70 |
| | 19 years | 81 | 82 | 83 | 84 | 85 |
| | 20 years | 92 | 94 | 96 | 98 | 100 |

(b) Apprentice rates – see clause 20.2 of this award

| State | Provision | 2010 | 2011 | 2012 | 2013 | 2014 |
|-----------------------|----------------------|--|------|------|------|------|
| | | Percentage of the standard rate per week | | | | |
| South-east Queensland | 1st year | 43 | 46 | 49 | 52 | 55 |
| | 2 nd year | 57 | 59 | 61 | 63 | 65 |
| | 3 rd year | 76 | 77 | 78 | 79 | 80 |
| | 4 th year | 91 | 92 | 93 | 94 | 95 |
| | | | | | | |
| Western Australia | 1st year | 55 | 55 | 55 | 55 | 55 |
| | 2 nd year | 57 | 59 | 61 | 63 | 65 |
| | 3 rd year | 76 | 77 | 78 | 79 | 80 |
| | 4 th year | 91 | 92 | 93 | 94 | 95 |
| | | | | | | |
| New South Wales | 1st year | 47 | 49 | 51 | 53 | 55 |
| | 2 nd year | 57 | 60 | 63 | 66 | 70 |
| | 3 rd year | 70 | 73 | 76 | 79 | 80 |
| | 4 th year | 83 | 86 | 89 | 92 | 95 |
| | | | | | | |
| South Australia | 4 th year | 90 | 92.5 | 95 | 95 | 95 |
| | | | | | | |

(c) Saturday penalty rates – full time and part-time employees – see clause 29.1 of this award

| State | Provision | 2010 | 2011 | 2012 | 2013 | 2014 |
|----------------------|-----------------------------|--|------|------|------|------|
| | | Additional payment per hour – per cent | | | | |
| Southeast Queensland | | 45 | 40 | 35 | 30 | 25 |
| Western Australia | | 45 | 40 | 35 | 30 | 25 |
| South Australia (a) | Hours worked before 12 noon | 25 | 25 | 25 | 25 | 25 |
| South Australia (b) | Hours worked after 12 noon | 45 | 40 | 35 | 30 | 25 |

(d) Saturday penalty rates – casual employees – see clause 29.2 of this award

| State | Provision | 2010 | 2011 | 2012 | 2013 | 2014 |
|----------------------|-----------------------------|--|------|------|------|------|
| | | Additional payment per hour – per cent | | | | |
| Southeast Queensland | | 70 | 65 | 60 | 55 | 50 |
| New South Wales | | 30 | 35 | 40 | 45 | 50 |
| South Australia (a) | Hours worked before 12 noon | 30 | 35 | 40 | 45 | 50 |
| South Australia (b) | Hours worked after 12 noon | 10 | 150 | 150 | 150 | 150 |

(e) Sunday penalty rates – full time and part time employees – see clause 29.1 of this award

| State | Provision | 2010 | 2011 | 2012 | 2013 | 2014 |
|----------------------|-----------|--|------|------|------|------|
| | | Additional payment per hour – per cent | | | | |
| Southeast Queensland | | 55 | 60 | 65 | 70 | 75 |
| New South Wales | | 55 | 60 | 65 | 70 | 75 |
| South Australia | | 95 | 90 | 85 | 80 | 75 |
| Western Australia | | 55 | 60 | 65 | 70 | 75 |

(f) Sunday penalty rates – casual employees see clause 29.2 of this award.

| State | Provision | 2010 | 2011 | 2012 | 2013 | 2014 |
|----------------------|-----------|--|------|------|------|------|
| | | Additional payment per hour – per cent | | | | |
| Southeast Queensland | | 74 | 75 | 75 | 75 | 75 |
| New South Wales | | 55 | 60 | 65 | 70 | 75 |
| South Australia | | 111 | 102 | 193 | 184 | 175 |
| Western Australia | | 44 | 60 | 65 | 70 | 75 |

(g) Casual loading – Monday to Friday (ordinary hours between 7am and 7pm) see clause 13.1 of this award.

| State | Provision | 2010 | 2011 | 2012 | 2013 | 2014 |
|----------------------|-----------|--|------|------|------|------|
| | | Additional payment per hour – per cent | | | | |
| Southeast Queensland | | 24 | 25 | 25 | 25 | 25 |
| New South Wales | | 21 | 22 | 23 | 24 | 25 |
| South Australia | | 21 | 22 | 23 | 24 | 25 |
| Western Australia | | 45 | 40 | 35 | 30 | 25 |
| Tasmania | | | | | | |

(h) Public holiday rate – casual employees – see clause 29.4 of this award

| State | Provision | 2010 | 2011 | 2012 | 2013 | 2014 |
|-------------------|-----------|--|------|------|------|------|
| | | Additional payment per hour – per cent | | | | |
| New South Wales | | 115 | 130 | 145 | 160 | 175 |
| South Australia | | 115 | 130 | 145 | 160 | 175 |
| Western Australia | | 135 | 145 | 155 | 165 | 175 |
| Tasmania | | 155 | 160 | 165 | 170 | 175 |

(i) Public holiday rate – full time and part time employees see clause 29.4 of this award

| State | Provision | 2010 | 2011 | 2012 | 2013 | 2014 |
|-----------------|-----------|--|------|------|------|------|
| | | Additional payment per hour – per cent | | | | |
| New South Wales | | 110 | 120 | 130 | 140 | 150 |
| South Australia | | 110 | 120 | 130 | 140 | 150 |

(j). Work between midnight and 7am – see clause 29.3 of this award.

| State | Provision | 2010 | 2011 | 2012 | 2013 | 2014 |
|-----------------------|--------------------------|--|------|------|------|------|
| | | Additional payment per hour – per cent | | | | |
| New South Wales (a) | | 25 | 20 | 15 | 15 | 15 |
| New South Wales (b) | | 5 | 10 | 15 | 15 | 15 |
| South East Queensland | Work between 6am and 7am | 5 | 10 | 15 | 15 | 15 |
| Western Australia | | 10 | 15 | | | |

(k) Work between 7pm and midnight – see clause 29.3 of this award.

| State | Provision | 2010 | 2011 | 2012 | 2013 | 2014 |
|---------------------------|------------------|--|------|------|------|------|
| | | Additional payment per hour – per cent | | | | |
| New South Wales | | 5 | 10 | 10 | 10 | 10 |
| South-east Queensland (a) | 7pm to 10pm | 5 | 10 | 10 | 10 | 10 |
| South-east Queensland (b) | 10pm to midnight | 10 | 10 | 10 | 10 | 10 |

(l) Reduction in superannuation guarantee earnings threshold – see clause 25(2)(b) of this award.

(Victoria, New South Wales, Western Australia, South Australia)

| State | Provision | 2010 | 2011 | 2012 | 2013 | 2014 |
|-------|-----------|---|------|------|------|------|
| | | Monthly earnings threshold - \$ per month | | | | |
| | | 425 | 400 | 375 | 350 | 350 |

Schedule A – Classification Structure and Definitions

A.1 Food and Beverage

A.1.1 Food and Beverage Attendant Grade 1 means an employee who is engaged in any of the following:

- A.1.1(a)** picking up glasses;
- A.1.1(b)** general assistance to Food and Beverage Attendants of a higher grade not including service to customers;
- A.1.1(c)** removing food plates;
- A.1.1(d)** setting and/or wiping down tables;
- A.1.1(e)** cleaning and tidying of associated areas.

A.1.2 Food and Beverage Attendant Grade 2 means an employee who has not achieved the appropriate level of training and who is engaged in any of the following:

- A.1.2(a)** supplying dispensing or mixing of liquor;
- A.1.2(b)** assisting in the cellar;
- A.1.2(c)** undertaking general waiting duties of both food and/or beverage including cleaning of tables;
- A.1.2(d)** receipt of moneys;
- A.1.2(e)** attending a snack bar;
- A.1.2(f)** engaged on delivery duties.

A.1.3 Food and Beverage Attendant Grade 3 means an employee who has the appropriate level of training and is engaged in any of the following:

- A.1.3(a)** supplying, dispensing or mixing of liquor;
- A.1.3(b)** assisting in the cellar;

A.1.3(c) undertaking general waiting duties of both food and liquor including cleaning of tables;

A.1.3(d) receipt of moneys;

A.1.3(e) assisting in the training and supervision of Food and Beverage Attendants of a lower grade;

A.1.3(f) engaged on delivery duties;

A.1.3(g) taking reservations, greeting and seating guests;

A.1.3(h) supervising Food and Beverage Attendants of a lower grade;

A.1.3(i) training food and beverage attendants of a lower grade;

A.1.4 **Food and Beverage Attendant Grade 4** means an employee who has the appropriate level of training and who carries out specialised skilled duties in a fine dining room or restaurant.

A.1.5 **Food and Beverage Supervisor** means an employee who has the appropriate level of training including a supervisory course and who has the responsibility for supervision, training and co-ordination of food and beverage staff, or stock control for a bar or series of bars.

A.2 Kitchen

A.2.1 **Kitchen Attendant Grade 1** means an employee engaged in any of the following:

A.2.1(a) general cleaning duties within a kitchen or food preparation area and scullery, including the cleaning of cooking and general utensils used in a kitchen and restaurant;

A.2.1(b) assisting employees who are cooking;

A.2.1(c) assembly and preparation of ingredients for cooking;

A.2.1(d) general pantry duties.

- A.2.2 Kitchen Attendant Grade 2** means an employee who has the appropriate level of training, and who is engaged in specialised non-cooking duties in a kitchen or food preparation area, or supervision of Kitchen Attendants.
- A.2.3 Kitchen Attendant Grade 3** means an employee who has the appropriate level of training including a supervisory course, and has the responsibility for the supervision, training and co-ordination of kitchen attendants of a lower grade.
- A.2.4 Cook Grade 1** means an employee who carries out cooking of breakfasts and snacks, baking, pastry cooking or butchering.
- A.2.5 Cook Grade 2** means an employee who has the appropriate level of training and who performs cooking duties such as baking, pastry cooking or butchering.
- A.2.6 Cook (Tradesperson) Grade 3** means a Commi Chef or equivalent who has completed an apprenticeship or who has passed the appropriate trade test or who has the appropriate level of training, and who is engaged in cooking, baking, pastry cooking or butchering duties.
- A.2.7 Cook (Tradesperson) Grade 4** means a Demi Chef or equivalent who has completed an apprenticeship or who has passed the appropriate trade test or who has the appropriate level of training and who is engaged to perform general or specialised cooking, butchering, baking or pastry cooking duties and/or supervises and trains other cooks and kitchen employees.
- A.2.8 Cook (Tradesperson) Grade 5** means a Chef de Partie or equivalent who has completed an apprenticeship or has passed the appropriate trade test or who has the appropriate level of training in cooking, butchering or pastry cooking and who performs any of the following:
- A.2.8(a)** general and specialised duties including supervision or training of other kitchen staff;
 - A.2.8(b)** ordering and stock control;
 - A.2.8(c)** solely responsible for other cooks and other kitchen employees in a single kitchen establishment.

A.3 Administrative and general

- A.3.1 Clerical grade 1** means an employee who is required to perform basic clerical and routine office duties such as collating, filing, photocopying, and delivering messages.
- A.3.2 Clerical grade 2** means an employee who is engaged in general clerical or office duties, such as typing, filing, basic data entry and calculating functions.
- A.3.3 Clerical grade 3** means an employee who has the appropriate level of training and who performs any of the following:
- A.3.3(a)** operates adding machines, switchboard, paging system, telex machine, typewriter and calculator;

- A.3.3(b)** uses knowledge of keyboard and function keys to enter and retrieve data through computer terminal;
- A.3.3(c)** copy types at 25 words per minute with 98 per cent accuracy;
- A.3.3(d)** maintains mail register and records;
- A.3.3(e)** maintains established paper-based filing/records systems in accordance with set procedures including creating and indexing new files, distributing files within the organisation as requested, monitoring file locations;
- A.3.3(f)** transcribes information into records, completes forms, takes telephone messages;
- A.3.3(g)** acquires and applies a working knowledge of office or sectional operating procedures and requirements;
- A.3.3(h)** acquires and applies a working knowledge of the organisation's structure and personnel in order to deal with inquiries at first instance, locates appropriate staff in different sections, relays internal information, responds to or redirects inquiries, greets visitors;
- A.3.3(i)** keeps appropriate records;
- A.3.3(j)** sorts, processes and records original source financial documents (e.g. invoices, cheques, correspondence) on a daily basis, maintains and records petty cash; prepares bank deposits and withdrawal and does banking;

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

- A.3.3(k)** operates computerised radio telephone equipment, micro/personal computer, printing devices attached to personal computer, dictaphone equipment, typewriters;
- A.3.3(l)** produces documents and correspondence using knowledge of standard formats, touch types at 40 words per minute with 98 per cent accuracy, audio types;
- A.3.3(m)** uses one or more software application package(s) developed for a micro/personal computer to operate and populate a database, spreadsheet/worksheet to achieve a desired result; graph previously prepared spreadsheet; use simple menu utilities of personal computer;
- A.3.3(n)** follows standard procedures or template for the preceding functions using existing models/fields of information. Creates and maintains and generates simple reports;
- A.3.3(o)** uses a central computer resource to an equivalent standard;

- A.3.3(p)** uses one or more software packages to create, format, edit, proof read, spell check, correct, print and save text documents, e.g. standard correspondence and business;
- A.3.3(q)** takes shorthand notes at 70 wpm and transcribed with 95 per cent accuracy;
- A.3.3(r)** arranges travel bookings and itineraries, makes appointments, screens telephone calls, follows visitors protocol procedures, establishes telephone contact on behalf of executive;
- A.3.3(s)** applies a working knowledge of the organisation's products/services, functions, locations and clients;
- A.3.3(t)** responds to and acts upon most internal/external inquiries in own function area;
- A.3.3(u)** uses and maintains a computer-based record management system to identify, access and extract information from internal sources, maintains circulation, indexing and filing systems for publications, reviews files, closes files, archives files;
- A.3.3(v)** maintains financial records and journals, collects and prepares time and wage records, prepares accounts queries from debtors, posts transactions to ledger.

A.3.4 **Clerical supervisor** means an employee who has the appropriate level of training including a supervisory course and who co-ordinates other clerical staff.

A.4 Stores

A.4.1 **Storeperson grade 1** means an employee who receives and stores general and perishable goods and cleans the store area.

A.4.2 **Storeperson grade 2** means an employee who, in addition to the duties for a storeperson grade 1, may also operate mechanical lifting equipment such as a fork-lift and/or who may perform duties of more complex nature.

A.4.3 **Storeperson grade 3** means an employee who has the appropriate level of training and who:

- A.4.3(a)** implements quality control techniques and procedures; and
- A.4.3(b)** understands and is responsible for a stores/warehouse area or a large section of such an area; and
- A.4.3(c)** has a highly developed level of interpersonal and communication skills; and
- A.4.3(d)** is able to supervise and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction; and

- A.4.3(e)** exercises discretion within the scope of this grade; and
- A.4.3(f)** may exercise skills attained through the successful completion of an appropriate warehousing certificate;

and may perform indicative tasks at this level such as:

- A.4.3(g)** liaising with management, suppliers and customers with respect to stores operations; detailing and co-ordinating activities of other storepersons and acting in a leading hand capacity for in excess of ten storepersons
- A.4.3(h)** maintaining control registers including inventory control and being responsible for preparation and reconciliation of regular reports or stock movements, despatches, etc;
- A.4.3(i)** supervises the receipt and delivery of goods, records, outgoing goods, responsible for the contents of a store.

A.5 Security

A.5.1 Doorperson/security officer grade 1 means a person who assists in maintenance of dress standards and good order at an establishment.

A.5.2 Timekeeper/security officer grade 2 means a person who is responsible for timekeeping of staff, for the security of keys, for the checking in and out of delivery vehicles and/or for the supervision of doorperson/security officer grade 1 personnel.

A.6 Handyperson means a person who is not a tradesperson and whose duties include the performance of routine repair work and maintenance in and about the employer's premises.

A.7 Introductory level

Introductory level means a worker who enters the industry and is unable to meet the competency requirements of Level 1. Such an employee will remain in this level for a maximum of three months. Provided that an additional three months may be served at this level by mutual agreement between the employer and the employee, and the union where such employee is a union member. Further, if any disagreement arises from this provision it shall be determined in accordance with the dispute settling clause of this award.

PROPOSED COVERAGE CLAUSE FOR THE PROPOSED RESTAURANTS AND CATERING AWARD 2010

This industry award covers employers throughout Australia in the restaurant and catering industry and their employees in the classifications in Schedule A to the exclusion of any other modern award.

Definitions

Airport catering means the serving, dispensing, ordering, preparing, selling or organising of refreshments, food, sandwiches, snacks, meals, drinks and/or beverages of all types together with any ancillary functions including cleaning and attending to any restaurant, coffee shop, tea room, snack, drink or food bar, liquor booth, vehicle, stand, counter, building or premises providing any such services including the display or provision of food, beverages or goods.

Restaurant means restaurants, reception centres, night clubs, licensed cafes and licensed roadhouses, and includes any tea shop, café, fish or oyster shop or liquor booth or any tent, vehicle or building where sandwiches, cakes, hot dogs, meals and drinks of any type are sold retail to the public.

Catering means the provision by a restaurant of catering services for any social or business function where such services are incidental to the major business of the restaurant.

This award does not cover employers in the following industries or their employees:

- Contract caterers whose principal and substantial business activity is that of providing catering services and/or accommodation services on a contract or fee for service basis, including garrison support catering services under contract to the Department of Defence;
- Retail industry;
- Fast food industry;
- In-flight catering for airlines;
- Airport catering;
- Catering services provided by aged care employers;
- Boarding schools, residential colleges, hospitals, industrial schools or orphanages
- Restaurants operated in or in connection with hotels, motels, hostels and boarding establishments, and/or clubs registered or recognized under State or Territory legislation.

COVERAGE AND EXCLUSIONS – STATE AND FEDERAL RESTAURANTS’ AWARDS

| Jurisdiction | Coverage | Exclusions |
|-------------------------------------|--|---|
| New South Wales ¹⁵ | Restaurants | Does not apply to restaurants forming part of motels or licensed clubs, or conducted within a retail stores, or to canteens, or to BHP employees, or to persons employed in hospitals or public charitable institutions. |
| Victoria ¹⁶ | Restaurants, reception centres or night clubs | Does not apply to SDA-eligible employees employed in the preparation and sale of meals, snacks and/or beverages sold to the public primarily to take away, provided this work is carried out in shops and stores and is incidental to the primary role of selling consumer goods, or is carried out in food service establishments which primarily provide a take away service and so not sell alcohol. |
| South Australia ¹⁷ | Licensed cafes, licensed restaurants, licensed roadhouses, in which meals are catered to the public or any section thereof; catering for any social or business function and the like. | Does not apply to persons employed in the supply of food or beverage in or in connection with a café (licensed or not), a restaurant (licensed or not) a tea room, a take away chicken shop or a fish shop which is operated by an employer bound by the Retail Industry (SA) Award. |
| South East Queensland ¹⁸ | The provision of meals including any type of light refreshments or take away meals whether or not the establishment provides seating or table service and whether licensed or unlicensed. The provision of catering services where such services are incidental to the major business of the employer. | Does not apply to owner-operated motels; retail take-award food premises; contract caterers. |

¹⁵ Restaurants &c Employees (State) Award [AN120468]

¹⁶ Liquor and Accommodation Industry – Restaurants – Victoria – Award 1998 [AP787213CRV]

¹⁷ Cafes and Restaurants (South Australia) Award [AN150025]

¹⁸ Hospitality Industry – Restaurant, Catering and Allied Establishments Award – South-Eastern Division 2002 [AN140144]

| | | |
|---------------------------------|--|--|
| Western Australia ¹⁹ | <p>Workers employed in restaurants and tearooms (meaning any meal room, dining room, grill room, coffee shop, tea shop, oyster shop, fish café, cafeteria or hamburger shop, including any place, building or part, stand, stall, tent, vehicle or boat in or from which food is sold or served for consumption on the premises, and also includes any establishment or place where food is prepared and/or cooked to be sold or served for consumption elsewhere;</p> <p>Catering establishments (any building or place where meals and/or light refreshments and/or drinks are served and provided for weddings, parties, dances, social functions, theatres, festivals, fairs, exhibition buildings, cultural centres, convention centres, entertainment centres, racecourses, showgrounds, sporting grounds and the like.</p> <p>Catering contractors (any person, firm, company or corporation carrying on business as a catering contractor in the provision of catering and ancillary services for any social, commercial, industrial or other purpose or function).</p> | |
|---------------------------------|--|--|

¹⁹ Restaurant, Tearoom and Catering Workers' Award 1979 [AN160276]

| | | |
|--|---|---|
| Australian Capital Territory ²⁰ | Every person employed in any catering business whatsoever (every restaurant, tea shop, café, fish or oyster shop, liquor booth or in any tent, vehicle or building whatsoever where sandwiches, cakes, hot dogs, meals and drinks of any type are sold retail to the public other than hotels, motels, hostels, clubs and boarding establishments | Does not apply to hotels, motels, hostels, clubs and boarding establishments. |
| Tasmania ²¹ | The industries of Restaurant keeper, keeper of a boarding house accommodating four or more boarders, keeper of a hostel, caterer, keeper of an unlicensed residential club; and Suppliers of cooked or prepared food which is not to be consumed on the supplier's premises so long as the supplier is not with the jurisdiction of the Retail Trades Award. | Excludes retail traders |
| Northern Territory ²² | <p>All workers engaged in the conduct of hotels, clubs, restaurants, motels, boarding establishments, guest houses, hostels and/or any other type of accommodation and/or catering establishment, including but without in any way limiting the foregoing, persons employed in any capacity:</p> <p>In hotels (licensed, unlicensed or private); In motels or restaurants operating in association therewith; In combination hotel/motel; In guest houses, boarding houses and hostels; in clubs (incorporated under the Associations Incorporation Act) In casinos.</p> <p>In wine saloons or wine bars in or in connection with the selling of drinks.; in a cafe, restaurant or establishment in which food or drink is sold for consumption on the premises and where such food or drink is both ordered and served by table service.</p> <p>In preparing and serving food and drinks, cleaning and attending to the premises and all other services associated with hotels, motels, or restaurants operating in association therewith; combination hotel/motel, wine saloons or wine bars, guest houses, boarding houses, hostels, cafes, restaurants, incorporated clubs, casinos and/or any other type of accommodation and/or catering establishment and any other (award-covered) type of establishment.</p> | |

²⁰ Liquor and Allied Industries Catering, Café, Restaurant, etc (Australian Capital Territory) Award 1998 [AP787016]

²¹ Restaurant, Keepers Award [AN170086]

²² Hotels, Motels, Wine Saloons, Catering, Accommodation, Clubs and Casino Employees (Northern Territory) Award 2002 [AP812953]

PROPOSED AMENDMENTS TO THE SCOPE OF THE HOSPITALITY INDUSTRY (GENERAL) AWARD 2010
CONSEQUENT ON THE MAKING OF THE PROPOSED RESTAURANTS AND CATERING AWARD 2010

| | |
|---|---|
| In clause 3.1, insert (in alphabetical order): | Airport catering means the serving, dispensing, ordering, preparing, selling or organising of refreshments, food, sandwiches, snacks, meals, drinks and/or beverages of all types together with any ancillary functions including cleaning and attending to any restaurant, coffee shop, tea room, snack, drink or food bar, liquor booth, vehicle, stand, counter, building or premises providing any such services including the display or provision of food, beverages or goods. |
| Replace clause 4.5 with the following: | 4.5 For the purpose of clause 4.1, hospitality industry includes hotels; motor inns and motels; boarding establishments; condominiums and establishments of a like nature; health or recreational farms; private hotels, guest houses, serviced apartments; caravan parks; ski lodges; holiday flats or units, ranches or farms; hostels, or any other type of residential or tourist accommodation; wine saloons, wine bars or taverns; resorts; caterers (including those engaged in airport catering) whose principal and substantial business activity is that of providing catering and/or accommodation services on a contract or fee for service basis; casinos; and function areas and convention or like facilities (including restaurants and cafes) operating in association with the aforementioned, but does not include restaurants or cafes that are covered by the <i>Restaurant and Catering Industry Award 2010</i> . |
| Insert a new clause 4.6 as follows: | 4.6 To avoid doubt, this award covers caterers whose principal and substantial business activity is that of providing catering and/or accommodation services on a contract or fee for service basis (including garrison support catering services provided under contract to the Department of Defence, airport catering; the provision of catering and/or cleaning services and/or residential accommodation and ancillary services to or for any person, firm or company which is engaged in Western Australia in the mining and/or construction industry, the production and processing of minerals, including the harvesting of salt, dredging and sluicing work, and/or the provision of industrial catering and accommodation services required in connection with the construction, modification, maintenance and operation of the bauxite and alumina complex at Gove, Northern Territory and associated services and facilities) but does not cover employers who provide catering services for social or business functions as services incidental or ancillary to the major business of the operation of a restaurant or café. |

COVERAGE AND EXCLUSIONS – STATE AND FEDERAL CATERING AWARDS

| Jurisdiction | Coverage | Exclusions |
|---|---|--|
| New South Wales ²³ | <p>33.2 This award applies to all employees who perform work described in the classification structure in this award employed by caterers, whether catering by contract, by charge for admission, or otherwise, carrying on the business within the State, excluding the County of Yancowinna, within the jurisdiction of the Restaurant, &c., Employees (State) Industrial Committee.</p> <p>2. Definitions</p> <p>2.3 “Caterer” means an employer carrying on the business of catering whether by contract, by charge for admission, or otherwise within the State...</p> | Excludes work carried out in restaurants, tea shops, cafeterias or other eating establishments attached to, or carried on or in connection with factories, workshops, banks, business premises or in other like establishments where food is prepared for or served to employees |
| Airport Catering Award 2002 [AP818292] (all States and Territories) | This award covers employees engaged in any capacity whether full-time, part-time or casual in airport catering operation and covers the serving, dispensing, ordering, preparing, selling or organising of refreshments, food, sandwiches, snacks, meals, drinks and/or beverages of all types throughout the Commonwealth of Australia with the exception of the Australian Capital Territory and the County of Yancowinna and together with any ancillary functions including cleaning and attending to any restaurant, coffee shop, tea room, snack, drink or food bar, liquor booth, vehicle, stand, counter, building or premises providing any of the abovementioned services including the display or provision of food, beverages or goods sold by employers covered by this award. | |

²³ Caterers Employees (State) Award [AN120106]

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|-------------------------------------|--|--|
| Victoria ²⁴ | <p>6.2 This Award governs the wages and conditions of all employees engaged in the performance of all work in or in connection with, or incidental to, by any caterer who is engaged in the provision of food, beverages, accommodation, recreation and/or ancillary services in connection with those functions;</p> <p>6.3 Perform work within the classification structure contained in clause 17 - Classifications and wage rates.</p> | Persons who are covered by the terms of an Award to which the Health Services Union of Australia is a party. |
| South Australia ²⁵ | Licensed cafes, licensed restaurants, licensed roadhouses, in which meals are catered to the public or any section thereof; catering for any social or business function and the like. | Does not apply to persons employed in the supply of food or beverage in or in connection with a café (licensed or not), a restaurant (licensed or not) a tea room, a take away chicken shop or a fish shop which is operated by an employer bound by the Retail Industry (SA) Award. |
| South East Queensland ²⁶ | <p>Employers whose principal and substantial business activity is that of providing catering services and/or accommodation services on a contract or fee for service basis and to their employees:</p> <p>1.5.2 This Award also applies to industrial service establishments. For the purpose of this definition the term "industrial service establishment" means and includes any staff cafeteria, staff canteen, staff dining room or like eating establishments and staff accommodation which is attached to or carried on in connection with factories, workshops, offices, business premises or in other like establishments, the principle function of which is to provide meals and/or refreshments and/or accommodation to personnel employed in or about the premises at which it is located. Industrial service establishments will also include universities, boarding schools and other educational institutions.</p> | Employees of employers covered by the Hospitality Industry - Restaurant, Catering and Allied Establishments Award - South-Eastern Division 2002, the Accommodation Industry (Other than Hotels) Award - South Eastern Division 2003 (and) those employers who provide <i>ad hoc</i> catering services as an incidental function to the major business activity of that employer. |

²⁴ Catering – Victoria – Award 1998 [AP772681CRV]

²⁵ Cafes and Restaurants (South Australia) Award [AN150025]

²⁶ Hospitality Industry – Restaurant, Catering and Allied Establishments Award – South-Eastern Division 2002 [AN140144]

| | | |
|--|--|---|
| Western Australia ²⁷ | <p>Catering establishments (any building or place where meals and/or light refreshments and/or drinks are served and provided for weddings, parties, dances, social functions, theatres, festivals, fairs, exhibition buildings, cultural centres, convention centres, entertainment centres, racecourses, showgrounds, sporting grounds and the like.</p> <p>Catering contractors (any person, firm, company or corporation carrying on business as a catering contractor in the provision of catering and ancillary services for any social, commercial, industrial or other purpose or function).</p> | |
| Western Australia ²⁸ | Workers employed ... in the provision of catering and/or cleaning services and/or residential accommodation and ancillary services thereto, to or for any person, firm or company, which is engaged in the mining and/or construction industry, the production and processing of minerals, and including the harvesting of salt, dredging and sluicing work. | |
| Australian Capital Territory ²⁹ | Every person employed in any catering business whatsoever (every restaurant, tea shop, café, fish or oyster shop, liquor booth or in any tent, vehicle or building whatsoever where sandwiches, cakes, hot dogs, meals and drinks of any type are sold retail to the public other than hotels, motels, hostels, clubs and boarding establishments | Does not apply to hotels, motels, hostels, clubs and boarding establishments. |
| Tasmania ³⁰ | The industries of Restaurant keeper, keeper of a boarding house accommodating four or more boarders, keeper of a hostel, caterer, keeper of an unlicensed residential club; and Suppliers of cooked or prepared food which is not to be consumed on the supplier's premises so long as the supplier is not with the jurisdiction of the Retail Trades Award. | Excludes retail traders |

²⁷ Restaurant, Tearoom and Catering Workers' Award 1979 [AN160276]

²⁸ Industrial Catering Workers' Award 1977 [AN160179]

²⁹ Liquor and Allied Industries Catering, Café, Restaurant, etc (Australian Capital Territory) Award 1998 [AP787016]

³⁰ Restaurant, Keepers Award [AN170086]

| | | |
|----------------------------------|---|--|
| Northern Territory ³¹ | <p>All workers engaged in the conduct of hotels, clubs, restaurants, motels, boarding establishments, guest houses, hostels and/or any other type of accommodation and/or catering establishment, including but without in any way limiting the foregoing, persons employed in any capacity:</p> <p>In hotels (licensed, unlicensed or private); In motels or restaurants operating in association therewith; In combination hotel/motel; In guest houses, boarding houses and hostels; in clubs (incorporated under the Associations Incorporation Act) In casinos.</p> <p>In wine saloons or wine bars in or in connection with the selling of drinks.; in a cafe, restaurant or establishment in which food or drink is sold for consumption on the premises and where such food or drink is both ordered and served by table service.</p> <p>In preparing and serving food and drinks, cleaning and attending to the premises and all other services associated with hotels, motels, or restaurants operating in association therewith; combination hotel/motel, wine saloons or wine bars, guest houses, boarding houses, hostels, cafes, restaurants, incorporated clubs, casinos and/or any other type of accommodation and/or catering establishment and any other (award-covered) type of establishment.</p> | |
| Northern Territory ³² | The provisions of industrial catering and accommodation services required in connection with the construction, modification, maintenance and operation of the bauxite and alumina complex and associated services and facilities at Gove. | |

³¹ Hotels, Motels, Wine Saloons, Catering, Accommodation, Clubs and Casino Employees (Northern Territory) Award 2002 [AP812953]

³² AP821622 - Gove (Northern Territory) Industrial Catering Award 2003

Attachment D (2).xls

| | Aged Care Modern Award | Banking, Finance and Insurance Award | | Black Coal Mining Award | Building and Construction Award | | Business Equipment Award | Clerks Private Sector Award | Cleaning Services Award | Contract call centres award | Cotton Ginning award | Electrical, Electronic & Communications Contracting Award | Fast Food Industry Award |
|--|--|---|---|--------------------------|--|---|---|--|---|--|---|---|---|
| Early Morning Shift | | General | Call centres | | General | Civil construction | | | | | | | |
| Commencing: | 4am-6am 110% | 4am - 7am 112.5% | 4am - 7am 112.5% | | | | | | before 6am (mon - fri) 115% | | | | |
| Finishing | | | | | 12:30-2pm: 125% | | | | | | | | |
| Afternoon Shift | | | | | | | | | | | | | |
| Finishing: | | 6pm - am 120% | 6pm - 12am 120% | 6pm-12am 115% | 7pm - 9pm:125% 9pm-11pm:150% | | 6.30pm-12am 114.68% | 6pm-12 noon 115% | after 6pm (mon- fri) 115% | 7pm-12am: 115% Applies to e/ees designated as shift workers by e/er | | 6pm-12am: 115% | 6pm-12am Casuals: 150% Day workers: 110% Shiftworkers:?? |
| Commencing: | 10am - 1pm 110% | | | | | 10am-8pm 115% | | | | | | | |
| Commencing | 1pm - 4pm 112.5% | | | | | | | | | | | | |
| Night Shift | | | | | | | | | | | | | |
| Finishing: | | 12am - 8am: 125% | 12am - 8am: 125% | 12am - 8am 115% | 11pm-7am: 150% | | 12am - 8am 117.59% | 12am-8am 115% | after 6pm (mon- fri) 115% | 12am - 9am: 115% Applies to e/ees designated as shift workers by e/er | Ord hrs b/w 6pm - 8am (mon-fri) 115% | Midnight -8am | |
| Commencing: | 4pm-4am 115% | | | | | 8pm-6am 115% | | | | | | | |
| Non Continuous | | | | | | | | | | | | | |
| Less than 5 consecutive afternoon/night shifts | | | | | 150% (2 hrs) 200% thereafter | 150% | | | | | | 150% (2hrs) 200% | |
| Permanent Shifts | | | | | | | | | | | | | |
| Usual Definition: i) NS only or ii) NS for more than 4 wks or iii) less than 1/3 of time off NS per cycle | NA | Permanent shifts (no definition) 5% loading on top of shift penalty | Permanent shifts (no definition) 5% loading on top of shift penalty | Usual definition 125% | | Usual definition 130% | Usual definition 121% | non rotating NS, continues for no less than 4 weeks 130% | non rotating NS (finishing b/w 12am -8am) 130% | Usual definition 130% | | Usual definition 130% | |
| Saturday | | | | | | | | | | | | | |
| | Midnight fri - midnight sat 150% | 200% | 125% | 200% | Overtime rates: 150% (2 hr) 200% thereafter All time after noon: 200% | Overtime rates: 150% (2 hr) 200% thereaftr All time after noon: 200% | 12am fri - 12am sat Shiftworkers: 150% (4 hrs) 200% Dayworkers: 159.2% | 7am-noon 125%; Shift work: 200%; Call centres: 125% | midnight fri- midnight sat 150% | 12am fri- 12am sat 125% | Overtime rates 150% (2h) 200% thereafter | 12am fri - 12am sat Shift workers: 150% | 125% Casuals: 150% |
| Sunday | | | | | | | | | | | | | |
| | Midnight sat - midnight sun 175% | 200% | 7am- 7pm: 125% Other times: 175% | 200% | 200% | 200% | 12am sat-12am sun Shiftworkers: 200% Dayworkers: 182.95% | 200% Call centre e/ees: 7am-7pm (125%), other times (175%) | midnight sat - midnight sun 200% | 12am sat - 7am sun: 175% 7am-7pm: 150% 7pm-12am: 175% | 200% | Shift workers: 200% | 175% |
| Notes: | Casuals working < 38 hrs: not entitled to weekend penalties and casual loading. Additional provisions re PT e/ees | E/ees may be required to work 1 weeknight till 9pm at 100% rate (rather than shift work rate) | E/ees may be required to work 1 weeknight till 9pm at 100% rate (rather than shift work rate) | | | Day shifts start between 6am-10am | The rates above are for standard shifts (no more than 10 hrs). E/ees who work non standard shifts (up to 12 hrs): 130% | NB Call centre employees can be required to work ordinary hours (mon-fri) outside spread at 125% | | E/ees who are not designated shiftworkers can be required to work mon-fri outside ordinary hours at 125% | | | |

Attachment D (2).xls

| | General Retail Industry Award | Graphic Arts Printing and Publishing | Hair and Beauty Award | Health Professionals Award | Higher Education Award(s) | | Horse and Greyhound Training Award 2010 | Horticulture Award | Hospitality Industry | Joinery & Building Trades Award | Manufacturing and Associated Industries and Occupations Award | Market and Social Research Award |
|--|--|---|-----------------------|---|--|---------------------------------|---|--|---|--|--|--|
| Early Morning Shift | | | | | Academic Staff | General | | | | | | |
| Commencing: | | 5am-7am 120% | | 6pm - 6am 115% | | | | | | | | Out of hrs rate: ord hrs mon-fri outside 8am-8pm: 125% |
| Finishing | | | | | | | | | | 12:30pm-2pm | | |
| Afternoon Shift | | | | | | | | | | | | |
| Finishing: | Shiftwork b/w 12am sun -12am fri: 130% (155% for casuals). Day workers 6-9pm: 125% | 6pm-12.45 120% | | 6pm-8am 115% | | 6pm-12am 115% | | | Work performed 7pm-midnight (mon-fri): 110% | 9pm-11pm: 150% 7.30pm-9pm: 125% | 6pm-midnight 115% | Out of hrs rate applies to ord hrs worked Mon-Fri outside 8am-8pm: 125% |
| Commencing: | | | | | | | | | | | | |
| Commencing | | | | | | | | | | | | |
| Night Shift | | | | | | | | | | | | |
| Finishing: | Shiftwork b/w 12am sun -12am fri: 130% (155% for casuals) Day workers 6-9pm: 125%. | 12.45-10am 120% | | | | 12am - 8am 115% | | | Work performed mon-fri midnight - 7am: 115% | 11pm-7am 150% | midnight - 8am 115% | Out of hrs rate applies to ord hrs worked Mon-Fri outside 8am-8pm: 125% |
| Commencing: | | | | 6pm - 6am 115% | | | | | | | | |
| Non Continuous | | | | | | | | | | | | |
| Less than 5 consecutive afternoon/night shifts | | | | | | | | | | 150% (2hrs) 200% | 150% (3 hrs), 200% thereafter. | |
| Permanent Shifts | | | | | | | | | | | | |
| Usual Definition: i) NS only or ii) NS for more than 4 wks or iii) less than 1/3 of time off NS per cycle | | Usual definition 130% | | | | Non rotating nightshift 130% | | | | | Usual definition 130% | |
| Saturday | | | | | | | | | | | | |
| | Shiftwork: 150% (175% casuals) Day workers 7am - 6pm: 125% | Ord hrs by agt: 200% Otherwise overtime rates apply. | 7am-6pm 133% | Midnight fri - midnight sun 150% Casuals (175%) | | 150% | Overtime rates : 150% first 3 hrs 200% thereafter | Ordinary 100% rate. Exception: overtime rates apply to packing house e/ees | 125% Casuals (150%) | Overtime rates: 150% (first 2 hrs) 200% thereafter. Work after noon: 200%. | 12am fri -12am sat 150% | Out of hours penalty applies to ordinary hours on weekends: 125% |
| Sunday | | | | | | | | | | | | |
| | Shiftwork: 200% (225% casuals) Day workers 9am - 6pm: 200% | Ord hrs by agt: 200% Otherwise overtime rates apply. | 10am-5pm 200% | Midnight fri - midnight sun 150% Casuals (175%) | | 200% | Overtime rates : 150% first 3 hrs 200% thereafter | 200% | 175% Casuals (175%) | 200% | 12amsat - 12am sun: 200% Non continuous shiftwork: 250% | Out of hours penalty applies to ordinary hours on weekends: 150% |
| Notes: | Shift work defined as starting after 6pm and finishing before 5am | Weekend shift penalties for ord hrs worked by agt: 220% (AS or NS) 230% (permanent). NB shift penalties for newspaper e/ees | | | Employees receive an annual salary. No provision for shift penalties or weekend rates. | | | | | | Ord hrs on weekends at these rates by agt. Otherwise overtime penalties apply. | Out of hours rate applies to ordinary hours worked Mon-Fri outside 8am-8pm: 125% |

Attachment D (2).xls

| | Medical Practitioners Award | Mining Industry Award | Mobile Crane Hiring Award | Nursery Award | Nurses Award | Pastoral Award | | | Pharmacy Industry Award | Plumbing and Fire Sprinklers Award | Quarrying Award |
|--|---|--|---------------------------------------|---|--|--|-----------------------------------|---|---|--|--|
| Early Morning Shift | | | | | | Broadacre, live-stock, poultry | Pig breeding & raising | Shearing | | | |
| Commencing: | Community Practitioner (Commencing 5am-6:30am): 102.5% | | 6am - 10am 115% | | | See below | | See below | Work before 8am: 150% (175% casuals) | Ord hrs begin early by agt (6-8am). Otherwise shift rates. | |
| Finishing | | | | | | | | | | | |
| Afternoon Shift | | | | | | | | | | | |
| Finishing: | Career practitioners and senior doctors (work b/w 6pm-12am) 112.5%. Community practitioner: 104% (work b/w 12-5am), 105% (permanent shifts) | 7pm-midnight 115% | | | | See below | 6pm-midnight 115% | See below | Work between 7-9pm 125% (150% casuals) | No distinction between shifts. 133% rate | 6pm-midnight 115% |
| Commencing: | | | 10am-8pm 115% | | after 12 noon and finishing b/f 7.30am 112.5% (mon -fri) | | | | | | |
| Commencing | | | | | | | | | | | |
| Night Shift | | | | | | | | | | | |
| Finishing: | Career practitioners (work b/w midnight -8am) 125% Doctors in training (work b/w 9pm-6am) 102.5% | midnight - 8am 115% | | | | See below | midnight-8am 115% | See below | Work between 9pm-midnight 150% (175% casuals) | No distinction between shifts. 133% rate | midnight - 8am 115% |
| Commencing: | | | 8pm-6am 115% | | after 6pm and finishing before 7:30am 115% (mon -fri) | | | | | | |
| Non Continuous | | | | | | | | | | | |
| Less than 5 consecutive afternoon/night shifts | | | 150% (first 2 hrs) 200% thereafter | | | | 150% (3 hrs) 200% thereafter | | | | |
| Permanent Shifts | | | | | | | | | | | |
| Usual Definition: i) NS only or ii) NS for more than 4 wks or iii) less than 1/3 of time off NS per cycle | | 130% | | | | See below | usual definition 130% | See below | | | 130% |
| Saturday | | | | | | | | | | | |
| | Midnight fri - Midnight sat: 150% | Before noon: 150% (1st 3 hrs) 200% thereafter After noon: 200% | Overtime rates | 125% | 12am fri - 12am sat: Non day worker (150%) Day worker (overtime rates) | See below | 150% | See below | Before 8am 200% (225% casuals); 8am-6pm 125% (150% casuals); 6pm-9pm 175% (200% casuals) | Plumbing: 150%(first 2 hrs) 200% thereafter; after 12 noon: 200%. Sprinkler fitters: 200% | Midnight fri-midnight sat: 150% (first 2 hrs) 200% thereafter |
| Sunday | | | | | | | | | | | |
| | General: 150% Shift work: Career practitioner (175%) , Senior doctor (175%) | 200% | Overtime rates | 200% | 12am sat - 12 am sun Non dayworker (175%) Dayworker (overtime rates) | 200% (150% for feeding and watering stock) | 200% | See below | 200% (225% casuals) | 200% | 200% |
| Notes: | | Ordinary hours: 6am-6pm mon -sun | | Ordinary hours can be worked 6am-6pm 7 days. Overtime rates apply outside these hours. | Shift penalties do not apply where shift commences after noon and finishes before 6pm. | No limitations on spread of hrs. Overtime rate (150%) apply to hrs in excess of ordinary hrs. | Span: 6am-6pm (mon-fri) | Ord hrs are in two hour blocks ("runs") b/w 7.30-5:30pm mon-fri. Additional time: OT rate (150%). | | Ordinary hours are 38 hrs over 4 week cycle. 7am-9pm (mon - fri) | |

Attachment D (2).xls

| | Racing Clubs Award | Racing Industry Ground Maintenance Award | Rail Industry Award | Road Transport and Distribution Award | Road Transport (Long Distance) Award | Security Services Award | Silviculture Award | Telecommunication Services Award | Textile, Clothing, Footwear etc Award | Transport (Cash in Transit) Award | Waste Management Award | Wool Storage, Sampling and Testing Award |
|--|--|---|---|---|---|---|--|--|--|---|---|--|
| Early Morning Shift | | | | | | | | | | | | |
| Commencing: | | Ord hrs before 6.30am: 125% | 4am-5.30am 113.23% | | | | | | | | | |
| Finishing | | | | | | | | | | | | |
| Afternoon Shift | | | | | | | | | | | | |
| Finishing: | No shift provisions for FT or PT e/ees. Overtime rates apply. | Ord hrs b/w 6-11pm: 115% | Commences before 6pm & finishes after 6.30pm: 113.23% | 6.30pm-12.30am 117.5% 142.5%(casuals) | | | | 7pm-midnight 115% | 6pm-midnight 115% | 6.30pm-12:30am Rotating shift: 115% | 6.30pm-12:30am 117.5% 142.5% (casual) | 6pm-1am 115% |
| Commencing: | | | | | | work b/w 6pm - midnight: 121.7% | 10am-8pm 115% | | | | | |
| Commencing | | | | | | | | | | | | |
| Night Shift | | | | | | | | | | | | |
| Finishing: | Casual work b/w 11pm-7am: 155%. Other employees: overtime rates apply | | | 12:30am-8:30am 130% 155% (Casuals) | | work b/w midnight-6am: 121.7% | | midnight -9am 115% | midnight - 7am 115% | 12:30am-8:30am Rotating shift: 120% | 12:30am-8:30am 130% 155% (casuals) | 1am-7am 115% |
| Commencing: | | | 6pm-3.59am 115.73% | | | | 8pm-5am 115% | | | | | |
| Non Continuous | | | | | | | | | | | | |
| Less than 5 consecutive afternoon/night shifts | | | | 150% (2hrs) 200% | | | | | | 150% (3 hr) 200% thereafter | | |
| Permanent Shifts | | | | | | | | | | | | |
| Usual Definition: i) NS only or ii) NS for more than 4 wks or iii) less than 1/3 of time off NS per cycle | | | 29.86% | | | more than 2/3 of shifts in a cycle are ord hrs b/w 12am - 6am: 130% | | Standard definition 130% | 130% | Permanent NS (usual definition) 130% Permanent AS (similar definition): 117.5% | | Permanent NS: undefined 130% |
| Saturday | | | | | | | | | | | | |
| | Overtime rates apply: 150% (first 2 hrs) 200% thereafter | 125% | 12am fri-12am sat: 150% | 12am fri - 12am sat: 150% | | 12am fri-12am sat 150% | 150% (first 2 hrs) 200% thereafter Shiftworkers: 150% | 7am-1pm: 100% rate. 1-7pm: ord hrs by agt (150%) otherwise overtime rates apply. | 150% (first 3 hr) 200% thereafter | Shiftwork: 150% Day workers: overtime rates | Overtime rates: 150% (first 2 hrs) 200% thereafter | 150% (first 2 hr) 200% thereafter |
| Sunday | | | | | | | | | | | | |
| | Midnight sat - midnight sun: 200% | Ord hrs during public events: 175% Otherwise: 200% | 200% | 12am sat-12am sun 200% | | 12am sat-12am sun 200% | 200% | 7am-7pm: ord hrs by agt (150%), otherwise overtime rates apply | 200% | 200% | 200% | 200% |
| Notes: | NB Different penalty rates apply to casual liquor employees. See clause 14 | Ord hrs: 6.30am-6.30pm; 4am-4pm (track attendants). May be extended to 11pm by agt. May include weekends. | Ord hrs: 5:30-6:30pm (mon-fri). Ord hrs on weekends by agt. Different spread in other sectors eg newspaper deliveries | | Standard shift penalties and loadings do not apply in this industry | | Different provisions apply to bushfire fighting | | NB Slightly different provisions apply to textile workers. | | | |

HOURS OF WORK PROVISIONS – RESTAURANT AWARDS AND NAPSAs

(a) **Tasmania**

AN170086 – Restaurant Keepers Award

21. HOURS OF WORK

(a) Ordinary Hours

The hours of all permanent full-time employees shall be an average of 38 hours per week to be worked on the following basis:

- (i) (1) seven hours thirty six minutes per day (this option shall not apply to persons employed in a restaurant in a retail store); or
 - (2) eight hours per day on four days and six hours on one day in each week (this option shall not apply to persons employed in a restaurant in a retail store); or
 - (3) eight hours per day on nine days and four hours on one day in each fortnight; or
 - (4) eight hours per day on nineteen days with accumulated rostered leisure time in form of a rostered leisure day in each four week period; or
 - (5) eight hours per day, with an accumulation of rostered leisure time in form of rostered leisure days that can be stored up to a maximum of five before being taken; or
 - (6) by agreement between the employer and the employee and/or the union, the arrangements of hours of work can be implemented within any one or combination of the following:
 - 152 hours per each four week period; or
 - 160 hours per each four week period, with a day banked per period up to a maximum of five.
- (ii) The hours of work arrangements agreed upon in subparagraph (6) hereof shall be subject to the following conditions:

Within a minimum of six hours and a maximum of 12 hours per day and shall be exclusive of meal break intervals, subject to Clause 23 - Meal and Rest Periods.

PROVIDED that where shifts of more than 10 hours per day are rostered for work, employees working such hours cannot be rostered for work on more than three consecutive days without a break of at least 48 hours.

PROVIDED FURTHER that no more than eight shifts of more than 10 hours can be worked in a four week period without consultation with the State Branch of the Union.

In relation to this subparagraph, an employee shall be entitled to eight full days off per four week period.

No employee shall work more than ten days in succession without a rostered day off.

(b) Spread of Hours

The time worked, exclusive of meal breaks, shall be worked within a spread of 10 hours from commencing time except for employees covered by the provisions of subparagraph (a)(ii) hereof.

(c) Minimum Break between Shifts

The roster for all employees on weekly hire shall provide for a minimum of ten hours break between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day. In the case of changeover of rosters, eight hours shall be substituted for ten hours.

(d) Wage Entitlements

Employees shall be entitled to a week's wages in accordance with Clause 8 - Wage Rates of this award for each week of work. Notwithstanding the provision of this subclause, an employer may, subject to agreement with the employee pay wages fortnightly according to the actual hours worked in that fortnightly pay period.

(e) Pay Day

In the event that an employee by virtue of the arrangement of his ordinary working hours is rostered off duty on a day which coincides with pay day such employee shall be paid no later than the working day immediately following such pay day.

(f) Special Provisions for Banking of Days

(i) Where a rostered day off which has resulted from the method of implementation of the 38-hour week set out in subclause (a) of this clause, falls on a public holiday, the following day may be taken where practicable in lieu thereof.

(ii) Each day of paid leave (not including annual leave, long service leave and periods of workers' compensation) and any public holiday occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.

(g) Payment in Lieu of Accumulated Leisure Time

An employee who has not worked a complete four week cycle in order to accrue a rostered day off shall be paid a pro rata amount for credits accrued for each day worked in such cycle payable for the rostered day off (ie. an amount of 24 minutes for each eight hours worked or two hours for each 40 hours worked). Likewise an employee who has "banked" the maximum number of days as outlined in subclause (a) of this clause, shall have any subsequent accruals paid out in the same manner.

(h) Implementation of Hours

(i) In such establishment, an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned, the objective being to reach agreement on the method of implementation. A representative of the Australian Liquor, Hospitality and Miscellaneous Workers Union - Tasmanian Branch, and the Tasmanian Chamber of Commerce and Industry Limited may join in such consultation.

(ii) If agreement cannot be reached on the method of implementation, the procedures as outlined in Clause 19 - Grievance Procedure, shall apply.

(iii) The method of implementation shall be notified in writing to the Australian Liquor, Hospitality and Miscellaneous Workers Union - Tasmanian Branch, and the Tasmanian Chamber of Commerce and Industry Limited.

(iv) Where notification of the method of implementation is not given in accordance with (ii) and (iii) of this subclause, the method of implementation shall be as prescribed in (a)(i)(3) of this clause, for all provisions of this award.

(i) Make Up Time

Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of make up time provided that:

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

(ii) An employee on shift work may elect, with the consent of their employer, to work 'make up time' under which the employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

(iii) An employee or the employees may choose to request a union party to this award, to represent their interests in negotiation referred to in paragraph (i) of this subclause.

(iv) Once a decision has been taken to introduce an enterprise system of make up time, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to Regulation 25 of the *Industrial Relations Regulations 1993*.

(v) An employer shall record make up time arrangements in the time and wages book, as prescribed in Clause 36 - Time and Wages Records/Awards, of this award.

(j) Rostered Days Off

Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of Rostered Days Off to provide that:

(i) An employee may elect, with the consent of the employer, to take a rostered day off at any time.

(ii) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

(iii) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon by the employee at times mutually agreed by the employer, or subject to the reasonable notice by the employee or the employer.

(iv) An employee or the employees may choose to request a union party to this award to represent their interests in negotiation referred to in paragraph (i) of this subclause.

(v) Once a decision has been taken to introduce an enterprise system of Rostered Days Off flexibility, in accordance with this clause, its terms must be set on in the time and wages records kept pursuant to Regulation 25 of the *Industrial Relations Regulations 1993*.

(vi) An employer shall record Rostered Days Off arrangements in the time and wages book, as prescribed in Clause 36 - Time and Wages Records/Awards of this award.

(B) Northern Territory

AP812953CRN - Hotels, Motels, Wine Saloons, Catering, Accommodation, Clubs And Casino Employees (Northern Territory) Award 2002

23. HOURS OF WORK

- 23.1** Subject to 23.7, the hours of all employees engaged on weekly hiring, other than part-time employees, shall be an average of 38 hours per week, eight per day or shift, to be worked within a spread of twelve hours per day from starting time inclusive of meal breaks.
- 23.2** Despite the provisions of 23.1 a six hour day may be worked within a spread of ten hours from commencing time inclusive of meal breaks.
- 23.3** Each employee is entitled to two full days off each week.
- 23.4** Weekly employees must be given a regular starting and finishing time for each day which must not be changed unless by mutual consent or 24 hours' notice of such change.
- 23.5** Where practicable two weeks' notice of rostered day or days off must be given. The days off may be changed by mutual consent or through absence, through sickness or other cause over which the employer has no control.
- 23.6** For the purpose of this award, the whole of a shift is deemed to be worked on the day on which the shift commenced.
- 23.7** The average of 38 hours per week referred to in 23.1 may be worked in one or any combination of the following ways at an establishment:
- 23.7.1** by rostering employees off on one day each four week cycle;
- 23.7.2** by employees working four days of eight hours and one day of six hours per week;
- 23.7.3** by employees working less than eight ordinary hours each day;
- 23.7.4** by employees continuing to work a 40 hour week, and accumulating an extra day after each four week cycle up to a maximum of five days. These days may be taken by employees at a time acceptable to the employer and the employee.
- 23.7.5** The arrangement to work by one or any combination of the methods set out in this subclause must be recorded in writing between the employer and employees.
- 23.8** Special provisions for nineteen day month
- 23.8.1** Where the method of implementation of the 38 hour week is that set out in 23.7.1, days off must be by rostering, where practicable, so this rostered day off in each four week cycle is contiguous with normal rostered day or days off.
- 23.8.2** Where such rostered day off falls on a public holiday the following day may be taken, where practicable, in lieu thereof.

- 23.8.3** Employees are entitled to a week's wage in accordance with clauses 16 - Classification structure and wage rates, and 39 - Classification structure and wage rates - gaming staff, for each week of the cycle.
- 23.8.4** The entitlement to a rostered day off on full pay is subject to the following:
- 23.8.4(a)** Each day of paid leave (not including annual leave and long service leave) and any public holiday occurring during any cycle of four weeks will be regarded as a day worked for accrual purposes.
 - 23.8.4(b)** An employee who has not worked a complete four week cycle in order to accrue a rostered day off must be paid a pro rata amount for credits accrued for each day worked in such cycle payable for the rostered day off (i.e. an amount of 24 minutes for each day worked or two hours for each 40 hours worked).
 - 23.8.4(c)** For the purposes of this paragraph **worked** includes paid leave referred to in 23.8.4(a).
 - 23.8.4(d)** Where an employee is sick or injured on a rostered day off which has resulted from the nineteen-day month work cycle, such employee is not entitled to sick pay. Nor will the employee's sick pay entitlement be reduced as a result of such illness or injury on that day.

(C) New South Wales

AN120468 – RESTAURANTS, &C., EMPLOYEES (STATE) AWARD

5. HOURS

5.1 Full time employees will work not more than an average of 38 ordinary hours per week in accordance with this award. These ordinary hours may not be averaged over more than a 4 week period (except if the employee is a seasonal employee).

5.2 Full-time and part-time employees will work not more than 5 days per week or, by agreement between the employer and the employee, not more than 20 days in a 4 week period.

5.3 Rosters:

5.3.1 The employer shall display a roster in a place accessible to all employees. The roster shall set out the starting, finishing and meal times for full-time and part-time employees for each week. The roster shall be posted at least seven days before its commencement.

5.3.2 Subject to other clauses of this award, employees must work at such times and on such days as the employer needs them. An employer cannot change the roster of a full-time or part-time employee without giving the employee 7 days notice except in an emergency beyond the employers control. The employer will discuss any change with the employee and try to take into account the employee's family and personal needs.

5.4 The ordinary daily working hours of full-time and part-time employees will not be more than 10 hours in any one shift not including the time taken for meal breaks. By agreement between the employer and the employee, an employee, other than an employee under 18 years old, may work up to 12 ordinary hours including the time taken for a paid meal break, without the payment of a penalty under clause 11.1.

5.5 Full-time and part-time employees will be given 10 clear hours off between finishing work on one shift and starting work on the next shift or paid double the employees ordinary rate of pay for all time worked until the employee has had ten clear hours off.

5.6 If a full-time or part-time employee works less than 3 hours on a shift the employee will be paid for no less than 3 hours worked.

5.7 A part time employee's ordinary hours shall be:

5.7.1 where there are less than 15 full-time and part-time employees employed at the establishment, not less than 9 hours per week and not more than 128 hours per four week period.

5.7.2 where there are 15 or more full-time and part-time employees employed at the establishment, not less than 15 hours per week and not more than 128 hours per four week period.

5.8 If a part-time employee is not given at least 7 days notice of a change of rostered hours the employee will be paid an extra 10% for the whole of the period of any affected shift(s) (and any overtime or other penalty payments will be calculated on this extra 10%) except where the change of roster has been requested by the employee.

5.9 Subject to clause 11, Overtime and Penalty Payments, if a part-time employee is asked to work extra hours beyond the employee's rostered hours, the employer will pay the employee for the employees work during that time at the rate that would be paid to a casual employee. In addition to all other payments, the rate shall include payment required by the Annual Holidays Act on termination of employment. Hours worked under the provisions of this subclause shall not otherwise be taken into account in determining a person's entitlement to annual leave payments whether on termination of employment or otherwise.

5.10 Seasonal Workers:

5.10.1 If the amount of the employer's business changes substantially during the year because of seasonal factors, the employee and the employer can agree to treat a full-time or part-time employee as a seasonal employee. if so, the employer will pay the employee by equal weekly or fortnightly payments notwithstanding the number of hours the employee works in any one day provided that averaged over any period of 52 weeks the employer will not have paid the employee less than the monies the employee would be entitled to receive throughout that period under this award.

5.10.2 If an employee is terminated by the employer, except in circumstances allowing the employer to dismiss them without notice or by the employee for pressing social or domestic or personal reasons the employer will pay the employee any higher amount which would have been earned if the employee had not become a seasonal worker under this clause, calculated from the last anniversary of the date the employee commenced working for the employer as a full-time or part-time employee.

5.11 Where an employee works a broken shift the employer will pay the employee for not less than 8 hours worked on any one shift. The shift will be spread over not more than 2 periods within a span of not more than 14 hours inclusive of meal breaks. For each broken shift worked, an employee shall be paid an allowance of one half of the hourly ordinary rate of pay payable from time to time to employees at the level 2 work classification.

6. MAKE-UP TIME

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

6.2 An employee on a regular night shift may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

(D) WESTERN AUSTRALIA

AN160276 Restaurant, Tearoom and Catering Workers' Award, 1979 [No. R 48 of 1978]

8. - HOURS

- (1)
 - (a) Subject to this clause and except as provided elsewhere in this award, the ordinary hours of work shall be 76 per fortnight.
 - (b) The ordinary hours of work shall be exclusive of meal breaks and be so rostered that an employee shall not be required to commence work on more than ten days in each fortnight.
 - (c) Each ordinary hours work period shall not be less than four nor more than ten ordinary hours, and shall be worked within a spread of shift not exceeding 12 hours. Provided that no employee shall be rostered to work less than three hours consecutively exclusive of meal breaks.
 - (d) Where an ordinary hours work period commences prior to midnight on any day, that work period shall be deemed to have been worked on the day upon which the ordinary hours work period commenced. Provided, however, that the employee shall be paid the appropriate additional rates provided in Clause 9. - Additional Rates for Ordinary Hours or Clause 17. - Holidays according to the actual hours worked in that work period.
- (2)
 - (a) The employer shall have the right to roster the ordinary hours of work for each employee according to the needs of the business, but the employer shall, in the following circumstances, seek the agreement of each employee:
 - (i) where the work is to be rostered over more than seven consecutive work periods; or
 - (ii) where the proposed rostered hours of work include work periods exceeding eight ordinary hours work.
 - (b) Rostered days off shall be so arranged that, in circumstances where an employee's work roster includes work periods where more than eight ordinary hours are regularly worked, two of such days shall be consecutive.
- (3)
 - (a) The roster for each employee shall provide for a minimum of 10 consecutive hours break between the finish of ordinary hours on one shift and the commencement of ordinary hours on the following shift.
 - (b) A break of less than 10 but not less than 8 consecutive hours may apply in the case of a change in shift at the employee's request or a changeover of the roster or by agreement (recorded and signed by both parties on the time and wages record on each occasion) between the employer and employee.

(E) South Australia

AN150025 – Cafes and Restaurants (South Australia) Award

PART 6 – HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK AND PUBLIC HOLIDAY WORK

CLAUSE 6.1 HOURS

OPDATE 23:02:2006 on and from

6.1.1 The maximum number of ordinary hours to be worked by any weekly hired employee in any one week to entitle the employee to the ordinary week's wages as set out in Schedule 1 shall not exceed 38 hours per week or 10 hours per day. Such 10 hours shall be worked within a spread of 12 hours from starting time to finishing time.

6.1.2 For all time worked in ordinary hours after 6.00 p.m. an additional 10 per centum penalty shall be paid.

For all time worked in ordinary hours before 6.00 a.m. Monday to Friday an additional 10 per centum penalty shall be paid.

AN150025 – Cafes and Restaurants (South Australia) Award

CLAUSE 6.2 OPERATION OF 38 HOUR WEEK

OPDATE 23:02:2006 on and from

6.2.1 In an establishment in which 21 or more employees bound by this Award are employed the following provisions shall apply to the manner in which full-time employees are to work their ordinary hours:

(a) a fixed or rotating day off in each 4 week period; or by the working of a 9 1/2 hour day for each of four days as directed by the employer in any week.

(b) a specific written agreement between each employee and employer as to the manner of working ordinary hours. Such agreement may include the employees working in the basis of:

(i) a shorter working day of not more than 4 hours work in ordinary time on one day in each 2 week period.

(ii) a shorter working day of not more than 6 hours work in ordinary time on one day in each week.

(iii) a shorter working day of not more than 7.6 hours work in ordinary time on any day.

(c) Notwithstanding anything hereinbefore contained, the rostering arrangements may by mutual agreement in writing between the employer and an employee be altered to facilitate the implementation of a 10 hour spread of hours per day pursuant to clause 6.1.1.

6.2.2 In an establishment in which 10 or 20 employees bound by this Award inclusive are employed the following provisions shall apply to the manner in which full-time employees are to work their ordinary hours:

(a) a fixed or rotating day off in each 4 week period; or by the working of a 9 1/2 hour day for each of the four days as directed by the employer in any week.

(b) a shorter working day of not more than 4 hours in ordinary time on one day in each two week period; or

(c) a shorter working day of not more than 6 hours work in ordinary time on one day in each week; or

(d) a specific written agreement on employee and the employer which provides for a shorter working day of not more than 7.6 hours in ordinary time on any day.

(e) Notwithstanding anything hereinbefore contained, the rostering arrangements may by mutual agreement in writing between the employer and an employee be altered to facilitate the implementation of a 10 hour spread of hours per day pursuant to clause 6.1.1.

6.2.3 In an establishment in which 9 or less employees bound by this Award are employed the following options shall be available to determine the manner in which full-time employees are to work their ordinary hours:

(a) a fixed or rotating day off in each 4 week period; or by the working of a 9 1/2 hour day for each of the four days as directed by the employer in any week.

(b) a shorter working day of not more than 4 hours work in ordinary time on one day in each 2 week period; or

(c) a shorter working day of not more than 6 hours in ordinary time on one day in each week; or

(d) a shorter working day of not more than 7.6 hours work in ordinary time on any day.

(e) Notwithstanding anything hereinbefore contained, the rostering arrangements may by mutual agreement in writing between the employer and an employee be altered to facilitate the implementation of a 10 hour spread of hours per day pursuant to clause 6.1.1.

6.2.4 An employer may with the agreement of the majority of employees in an establishment or with the individual employee concerned substitute the day or part of the day that the employees are or the individual employee is to take off. Such substituted day or part day is to be arranged and taken as soon as practicable and in any event prior to the next rostered day or part day off.

6.2.5 An employee may with the agreement of the employer, substitute the day or part day that the employee is to take off. Such substituted day or part day is to be taken as soon as practicable and in any event prior to the next rostered day or part day off.

(F) ACT

AP787016CRA - Liquor And Allied Industries Catering, Cafe, Restaurant, Etc. (Australian Capital Territory) Award 1998

26. HOURS OF WORK

26.1 The hours of work of a full-time employee are an average of 38 per week.

26.2 The average of 38 hours per week is to be worked in one of the following ways:

26.2.1 a nineteen day month, of eight hours per day;

26.2.2 four days of eight hours and one of six hours;

26.2.3 four days of nine and a half hours per day;

26.2.4 five days of seven hours and 36 minutes per day;

26.2.5 152 hours per each four week period;

26.2.6 160 hours per each four week period with a rostered day off; or

26.2.7 any combination of the above.

26.3 The arrangement for working the average of 38 hours per week is to be agreed between the employer and the employee from the alternatives in clause 26.2. Subject to the provisions of this subclause, the agreed hours of work arrangement must meet the following conditions:

26.3.1 a minimum of six hours and a maximum of eleven and a half hours may be worked on any one day;

26.3.2 an employee cannot be rostered to work more than 10 hours per day on more than three consecutive days without a break of at least 48 hours;

26.3.3 no more than eight days of more than 10 hours may be worked in a four week period.

26.4 Despite anything else in this award:

26.4.1 full-time employees engaged in connection with the sale of liquor at any establishment covered by this award shall be rostered for duty for a period not exceeding nine hours, inclusive of one hour's meal break on any day;

26.4.2 an employee rostered on a shift for at least six hours after 10.30 p.m. on any night, shall be rostered to work continuously except for a rest break of twenty minutes which shall count as time worked.

- 26.5** Subject to this award where the whole of a weekly employee's ordinary eight hours of duty is worked between 6.30 a.m. and 7.30 p.m. in a broken shift on any day Monday to Friday inclusive, such employee shall be paid an allowance as provided for in clause 23.7.
- 26.6** Nothing in this clause affects the right of an employer to deduct for any day an employee cannot be usefully employed because of any strike or stoppage of work by any persons whatsoever in connection with that employment or otherwise.
- 26.7** Where the hours of work arrangement provides for 160 hours per four week period with a rostered day off:
- 26.7.1** No employee shall work more than ten days in a row without a rostered day off;
- 26.7.2** Where practicable the rostered day off must be contiguous with an employee's normal days off;
- 26.7.3** Rostered days off may be banked, to a maximum of five days;
- 26.7.4** An employee may elect, with the consent of the employer, to take rostered days off in part day amounts;
- 26.7.5** If a rostered day off falls on a holiday then, where practicable, the next day is to be taken as the rostered day off.
- 26.7.6** The entitlement to a rostered day off on full pay is subject to the following conditions:
- 26.7.6(a)** each day of paid leave, except annual leave and long service leave and any public holiday occurring during the four week cycle must be regarded as a day worked for accrual purposes; and
- 26.7.6(b)** an employee who has not worked a complete four week cycle in order to accrue a rostered dya off must be paid a pro rata amount for credits accrued for each day worked in the cycle. The pro rata amount is 24 minutes per day for each eight hour day worked.

26.8 Alternative pattern of working hours

Subject to 26.9, an employer and an employee may agree to adopt an alternative pattern of hours as follows:

- 26.8.1** any alternative pattern of working hours shall not in any four week period exceed 152 hours which will be worked on not more than 20 days;
- 26.8.2** the minimum ordinary hours that a full-time employee may be required to work will not be less than three hours on any day;

- 26.8.3** the maximum number of ordinary hours that an employee may be required to work will not exceed twelve on any day;
- 26.8.4** the daily margin of hours may be extended to a maximum of fourteen.
- 26.9** The operation of 26.8 is subject to the following:
- 26.9.1** If the employee is a member of the union, the union is to be notified and given a reasonable opportunity to represent the employee in negotiations.
- 26.9.2** The employer must record any such agreement in the time and wages records kept pursuant to Division 1 of Part 9A of the *Workplace Relations Regulations*.
- 26.9.3** Any dispute in relation to the practical application of paragraph 26.8 or 26.9 may be dealt with in accordance with clause 12 or by the establishment of a Board of Reference under s.133 of the Act.
- 26.10** Employees working shifts of greater than 10 hours in working time shall not be required work more than five hours without receiving a 20 minute paid crib break. However, the time of taking the break may be varied to meet working requirements, provide that:
- 26.10.1** the employee may not be required to work more than six hours without a break, and
- 26.10.2** the employee must receive two such breaks during the course of the shift.
- 26.11** No employer shall offer employment to any person on the basis that the employee must agree to an alternative pattern of working hours.

(G) Queensland

AN140144 – Hospitality Industry - Restaurant, Catering and Allied Establishments Award - South-Eastern Division 2002

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, 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 5; or
- (c) a combination of both (a) and (b) in any one establishment.

6.1.2 Implementation

The method of rostering such hours shall be by agreement between the employer and the majority of employees concerned subject to the particular needs of the establishment and the following conditions:

(a) Ordinary hours are to be worked within a minimum of 4 hours and a maximum of 10 hours per day and shall be exclusive of meal breaks subject to clause 6.2:

Provided that a maximum of twelve ordinary hours may be worked subject to agreement in writing between the employer and employee concerned.

(b) No such extended shifts shall be worked in a manner contrary to the employer's responsibilities to provide a safe and healthy work environment.

(c) Where employees are rostered to work 4 consecutive shifts of 10 or more hours per day, such employees shall not be rostered for work on more than 4 consecutive days of such hours without a break of at least 48 hours between rostering periods.

(d) 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 period:

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

(e) 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 by more than 3 hours, not including meal breaks:

Provided that in no case shall the spread of hours exceed twelve hours per day.

6.1.4 *Banking of rostered days off*

Where an employee's hours are worked in accordance with clauses 6.1.1(b) and 6.1.1(c) the banked rostered days off shall be taken within twelve calendar months from the date on which the first rostered day off was accrued.

(H) VICTORIA

AP787213CRV - Liquor And Accommodation Industry - Restaurants - Victoria - Award 1998

23. HOURS OF WORK

23.1 The hours of work of a full-time employee are an average of 38 per week.

23.1.1 The average of 38 hours per week is to be worked in one of the following ways:

23.1.1(a) a nineteen day month, of eight hours per day;

23.1.1(b) four days of eight hours and one of six hours;

23.1.1(c) four days of nine and a half hours per day;

23.1.1(d) five days of seven hours and 36 minutes per day;

23.1.1(e) 152 hours per each four week period;

23.1.1(f) 160 hours per each four week period with a rostered day off; or

23.1.1(g) any combination of the above.

23.2 The arrangement for working the average of 38 hours per week is to be agreed between the employer and the employee from the alternatives in 23.1.1.

23.3 The agreed hours of work arrangement must meet the following conditions:

23.3.1 A minimum of six hours and a maximum of eleven and a half hours may be worked on any one day. The daily minimum and maximum hours are exclusive of meal break intervals.

23.3.2 An employee cannot be rostered to work for more than ten hours per day on more than three consecutive days without a break of at least 48 hours.

23.3.3 No more than eight days of more than ten hours may be worked in a four week period.

23.3.4 An employee must be given a minimum break of ten hours between the finish of ordinary hours of work on one day and the commencement of ordinary hours of work on the next day. In the case of a changeover of rosters the minimum break must be eight hours.

23.3.5 An employee must be given a minimum of eight full days off per four week period.

23.3.6 An employee under the age of eighteen years must not be required to work more than ten hours in a shift.

23.3.7 Where the hours of work arrangement provides for 160 hours per four week period with a rostered day off:

23.3.7(a) No employee is to work more than ten days in a row without a rostered day off.

- 23.3.7(b)** Where practicable the rostered day off must be contiguous with an employee's normal days off.
- 23.3.7(c)** Rostered days off may be banked, up to a maximum of five days.
- 23.3.7(d)** An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- 23.3.7(e)** If a rostered day off falls on a public holiday then, where practicable, the next day is to be taken as the rostered day off.
- 23.3.7(f)** The entitlement to a rostered day on full pay is subject to the following:
- 23.3.7(f)(i)** each day of paid leave, except annual leave and long service leave, and any public holiday occurring during the four week cycle must be regarded as a day worked for accrual purposes; and
 - 23.3.7(f)(ii)** an employee who has not worked a complete four week cycle in order to accrue a rostered day off must be paid a pro rata amount for credits accrued for each day worked in the cycle. The pro-rata amount is twenty four minutes pay for each eight hour day worked.

23.4 Make-up time means an arrangement under which an employee takes time off during his or her ordinary hours of work and makes up that time later.

23.5 The employer and a majority of employees in a workplace may agree to introduce make-up time subject to the following conditions:

23.5.1 If an employer intends to introduce make-up time and the Union has members at the particular workplace then the employer must inform the Union of its intention and provide the Union with an opportunity to participate in negotiations relating to make-up time.

23.5.2 After the employer and a majority of employees have agreed to introduce make-up time an employee may elect, with the consent of his or her employer, to work make-up time.

23.5.3 Make-up time arrangements must comply with the conditions set out in 23.3 and clause 24 - Breaks.

23.5.4 The employer must record make-up time arrangements in the time and wages records kept pursuant to Division 1 of Part 9A of the *Workplace Relations Regulations*.

23.6 Any disputes in relation to the practical application of this clause may be dealt with in accordance with clause 12 - Procedure to avoid industrial disputation, or by the establishment of a Board of Reference under s.133 of the Act.

23.7 Spread of hours

Where broken shifts are worked the spread of hours can be no greater than twelve hours per day.

23.8 Minimum break between shift

The roster for all employees other than casuals will provide for a minimum ten hour break between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day. In the case of changeover of rosters, eight hours will be substituted for ten hours.

23.9 Roster

[23.9 inserted by [R3139](#) ppc 30Jun98]

23.9.1 A roster for full-time and regular part-time employees showing normal starting and finishing times and the surname and initials of each employee shall be prepared by the employer and shall be posted in a conspicuous place accessible to the employees concerned.

23.9.2 The roster shall be alterable by mutual consent at any time or by amendment of the roster on seven days notice. Where practicable two weeks notice of rostered day or days off should be given provided that the days off may be changed by mutual consent or through sickness or other cause over which the employer has no control.