

**PUBLICAN.CO GROUP  
ENTERPRISE AGREEMENT 2023/2024**

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# Publican.Co Group Enterprise Agreement 2023/2024

## 1 Title

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This Agreement was made under s 182 (1) of the *Fair Work Act 2009* (Cth) and will be referred to as the "*Publican.Co Group Enterprise Agreement 2023/2024*".

## 2 Definitions

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### 2.1 In this Agreement:

- (a) "**Act**" means the *Fair Work Act 2009* (Cth) and includes any amendments to, or replacement of the *Fair Work Act 2009* (Cth).
- (b) "**Agreement**" means this 'Publican.Co Group Enterprise Agreement 2023/2024'.
- (c) "**Annual Leave**" means annual leave (paid and unpaid) as prescribed by the NES.
- (d) "**Availability**" means written notice of the days of the week (and hours on those days) that an Employee is available to perform their Guaranteed Hours.
- (e) "**Award**" means the *Hospitality Industry (General) Award 2020* or applicable industrial award as amended from time to time.
- (f) "**Casual Employee**" means an employee engaged on a casual basis as set out in clause 9.4 of this Agreement.
- (g) "**Child**" means:
  - (i) A newborn child born to the Eligible Employee or their de facto partner; or
  - (ii) A newly adopted child of less than 16 years of age
- (h) "**Classifications**" mean those set out at clause 11 of this Agreement.
- (i) "**Continuous Service**" means:
  - (i) an unbroken period of service; and
  - (ii) for the avoidance of doubt, while Unpaid Leave is not counted toward an Employee's period of Continuous Service, it will not break a period of service for the purpose of calculating length of Continuous Service.
- (j) "**Dispute**" means a dispute relating to a term of this Agreement or the NES.
- (k) "**Employee**" means an employee of Publican.Co Group (on a full-time, part-time or casual basis) and employed in one of the Classifications listed in clause 11 of this Agreement.
- (l) "**Employment Contract**" means an Employee's contract of employment which governs and/or varies the terms of this Agreement to the Employee's benefit.
- (m) "**Excessive Leave Accrual**" means an accrual of more than 8 weeks'

Paid Annual Leave.

- (n) **“Executive Level Staff”** means is a person engaged or appointed to discharge executive functions in the management and administration of Publican.Co Group.
- (o) **“Family and Domestic Leave”** means as defined in the NES.
- (p) **“First Role”** means the Employee’s initial Role prior to that role becoming redundant.
- (q) **“Final Pay”** means an Employee’s final payslip containing all amounts due inclusive of wages and unpaid accrued entitlements payable upon termination.
- (r) **“FWC”** means the Fair Work Commission.
- (s) **“Guaranteed Hours”** means the number of hours agreed in writing between the Parties at the time of engagement or varied by written agreement.
- (t) **“Half Pay”** means have half the Ordinary Rate of Pay the Employee would be entitled to for the period of Paid Parental Leave.
- (u) **“Hours of Work”** means either:
  - (i) Agreed hours of work set out in the Employee’s Employment Contract; or
  - (ii) Hours of work set in accordance with the Employee's Guaranteed Hours and Availability.
- (v) **“Major Change”** means a major workplace change that is likely to have a significant effect on the Relevant Employees as set out in clause 32 of this Agreement.

A Major Change is **“likely to have significant effect on Employees”** if it were to results in:

- (i) the termination of employment of Employees; or
  - (ii) major changes in the composition, operation, or size of Publican.Co Group's workforce or to the skills required of Employees; or
  - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (iv) the alteration of hours of work; or
  - (v) the need to retrain Employees; or
  - (vi) the need to relocate Employees to another workplace; or
  - (vii) the restructuring of jobs;
  - (viii) the sale of a Venue is not classified as being **“likely to have significant effect on Employees”**, so long as any proposed sale is not likely to have a significant effect on an Employee(s)’ ongoing employment or introduce a change to an Employee(s)’ regular Roster, Pay Rates, or Ordinary Hours.
- (w) **“Negotiated Salary”** means the salary specified in a Salary Employee’s Employment Contract.
  - (x) **“NES”** means the National Employment Standards as contained in ss 59 to 131 of Part 2.2 of the Act.

- (y) **“Nominal Expiry Term”** means 30 June 2027.
- (z) **“Notice”** means the periods as set out in clauses 27.1 and 27.2 of this Agreement.
- (aa) **“Notice Period”** means an Employee’s period of notice as specified in clauses 27.1 and 27.2 of this Agreement.
- (bb) **“Notice of Transfer”** means the Notice equivalent to the Notice set out in clauses 26.1 and 26.2 for Employees being transferred to a lower paid duties under clause 31 of this Agreement.
- (cc) **“Ordinary Average Pay”** means the average pay for an Employee’s Ordinary Hours inclusive of any higher rates of pay based on those hours as defined in clauses 12 and 13 of this Agreement.
- (dd) **“Ordinary Hours”** means an Employee’s ordinary set number of hours, as defined in their Employment Contract and/or set out in clauses 9 and 10 of this Agreement.
- (ee) **“Ordinary Rate of Pay”** or **“Ordinary Hourly Rate”** means:
  - (i) the base rate of pay, exclusive of any penalties, loadings or overtime; and
  - (ii) in the case of a PPT employee, “Rate 1” as prescribed in clause 12.1 of this Agreement.

For the avoidance of doubt, the rate of pay equivalent to the rate payable as Personal Leave as prescribed under the NES.
- (ff) **“Overtime”** means:
  - (i) **With respect to PPT Employees:** As defined in clause 13 of this Agreement; or
  - (ii) **With respect to Salaried Employees:** As defined in clause 15 of this Agreement.
- (gg) **“OT Rates”** means:
  - (i) **With respect to PPT Employees:** Those rates as set out in clause 13 of this Agreement; or
  - (ii) **With respect to Salaried Employees:** Those rates as set out in clause 15 of this Agreement.
- (hh) **“Parties”** means Publican.Co Group and Employees as specified in the Classifications set out at clause 11 of this Agreement.
- (ii) **“Paid Annual Leave”** means annual leave prescribed as by the NES for which an Employee is paid their Ordinary Rate of Pay.
- (jj) **“Paid Parental Leave”** or **“PPL”** means parental leave available for Employees deemed eligible pursuant to and set out in clause 23 of this Agreement.
- (kk) **“Paid Personal Leave”** means personal leave as prescribed by the NES for which an Employee is paid their Ordinary Rate of Pay.
- (ll) **“Pay Rates”** mean:
  - (i) **PPT Employees:** PPT Hourly Rates as set out in clause 12 of this Agreement.

- (ii) **Casual Employees:** Those rates set out in clause 11 of this Agreement.
- (mm) **“Personal Leave”** means personal leave, either paid or unpaid as prescribed by the NES and includes personal (sick), carer’s, and compassionate leave.
- (nn) **“PPT Employee”** means an Employee engaged on a permanent part-time role and paid on an hourly rate in one of the following Classifications:
  - (i) Introductory BOH Staff
  - (ii) BOH Staff Level 1
  - (iii) BOH Staff Level 2
  - (iv) BOH Staff Level 3
  - (v) BOH Staff Level 4 (chef)
  - (vi) Introductory FOH Staff
  - (vii) FOH Staff Level 1
  - (viii) FOH Staff Level 2
  - (ix) FOH Staff Level 3

Full descriptions of each staff Classifications are included in clause 11 of this Agreement.
- (oo) **“PPT Hourly Rates”** means those rates set out in clause 12 of this Agreement.
- (pp) **“Primary Carer”** means the person responsible for meeting a Child’s physical care and needs on a daily basis.
- (qq) **“Property”** means any property supplied to an Employee by Publican.Co Group, including, but not limited to:
  - (i) Devices;
  - (ii) Tools;
  - (iii) Cooking utensils;
  - (iv) Uniform; or
  - (v) Equipment.
- (rr) **“Proposed Change”** means a change to an Employee’s Ordinary Hours.
- (ss) **“Protection Industrial Action”** means as defined in the Act.
- (tt) **“Publican.Co Group”** means:
  - (i) 411 George Pty Ltd (ACN: 600 606 531);
  - (ii) Royal Oak Pub Group Pty Ltd (ACN: 654 856 087);
  - (iii) Mt Erica Group Pty Ltd (ACN: 617 395 516);
  - (iv) Union House Operations Pty Ltd (ACN: 617 356 359);
  - (v) Bridge Hotel Werribee Pty Ltd (ACN: 633 160 979);
  - (vi) The Charles Weston Pub Group Pty Ltd (ACN: 659 129 021) and/or
  - (vii) Another entity covered by Agreement upon application to and approval by the FWC.
- (uu) **“Public Holiday”** means:

- (i) New Years Day – 1 January;
  - (ii) Australia Day – 26 January;
  - (iii) Good Friday;
  - (iv) Easter Saturday;
  - (v) Easter Monday;
  - (vi) Anzac Day – 25 April;
  - (vii) King’s Birthday – on the day on which it is celebrated in the State or Territory where the Employee is engaged to perform services;
  - (viii) Christmas Day – 25 December;
  - (ix) Boxing Day – 26 December; and
  - (x) Any other day declared a public holiday by or under the laws of Victoria, or in a State or Territory in which the Employee is engaged to perform services, including a day declared in substitution for a day named in paragraphs (i)-(viii) above.
- (vv) **“Reasonable Additional Hours”** means 4 hours per week (up to 42 hours) for which the Salaried Employee will not receive remuneration above their Negotiated Salary.
- (ww) **“Regulations”** mean the *Fair Work Regulations 2009*.
- (xx) **“Relevant Employee”** means an employee who may be affected by a Proposed or Major Change.
- (yy) **“Representative”** means any person elected by the Employee and specifically includes an Employee Representative or Representative of the Employee’s Union.
- (zz) **“Retrenched Employee”** means an Employee who has not been re-deployed pursuant to clause 31 of this Agreement.
- (aaa) **“Roster”** means a regular roster setting out shifts, inclusive of expected start and finish times, over a 7-day period commencing Monday and finishing on Sunday.
- (bbb) **“Salaried Employee”** means a person who is employed on a permanent basis and is paid an annual salary as specified in the Employee’s Employment Contract. Salaried Employees are generally only engaged under the following Employee Classifications:
- (i) FOH Supervisor;
  - (ii) BOH Level 3;
  - (iii) BOH Level 4 (chef); or
  - (iv) BOH Level 5 (chef).
- Salaried Employees’ entitlement to additional payments outside of their Employment Contract are limited to those set out in clauses 15 and 26 of this Agreement.
- For the avoidance of doubt, salaries agreed to as between Salaried Employees and Publican.Co Group shall replace the hourly rates prescribed under clause 12 of this Agreement.
- (ccc) **“Secondary Carer”** means a person who has parental responsibility for the

Child but is not the Primary Carer.

(ddd) **“Second Role”** means the role to which the Employee has been transferred due to the First Role being made redundant and which has duties attracting lower rates of Ordinary Rate of Pay.

(eee) **“Serious Misconduct”** means as defined in clause 29.2 of this Agreement.

(fff) **“Sexual Harassment”** means as prescribed by the *Equal Opportunity Act 2010* (Vic) and/or the *Sex Discrimination Act 1984* (Cth) or applicable legislation as amended from time to time.

(ggg) **“Sixth Day”** means an additional day which is not ordinary rostered as part of a Salaried Employee’s full-time hours for the purpose of clause 15 of this Agreement.

For the avoidance of doubt, while the term “Sixth Day” will generally refer to a sixth day of work with most Salaried Employees will be rostered for 5 full days.

However, if a Salaried Employee’s Ordinary Hours are generally spread over 4 days, the **“Sixth Day”** can refer to a fifth day of work, or if generally spread over 6 days, a seventh day of work.

(hhh) **“Supervisor”** means a person(s) to whom the Employee is required to report as set out in their Employment Contract.

(iii) **“Temporary Shut Down”** means a period of temporary closure or shut down of all or part of a Venue(s)’s operations.

For the avoidance of doubt, the days subject to a Temporary Shut Down may vary between Venues.

(jjj) **“Unpaid Annual Leave”** means annual leave as prescribed by the NES for which an Employee does not receive payment.

(kkk) **“Unpaid Leave”** means any leave as prescribed by the NES for which the Employee does not receive payment.

(lll) **“Unpaid Personal Leave”** means personal leave as prescribed by the NES for which an Employee does not receive payment.

(mmm) **“Us”** and **“We”** means Publican.Co Group as defined in this clause 2; and

(nnn) **“Venue(s)”** means:

- (i) 411 George Pty Ltd T/A ‘Marquis of Lorne’;
- (ii) Royal Oak Pub Group Pty Ltd T/A ‘Royal Oak Hotel’
- (iii) Mt Erica Group Pty Ltd T/A ‘Mount Erica Hotel’;
- (iv) Union House Operations Pty Ltd T/A ‘Union House’;
- (v) Bridge Hotel Werribee Pty Ltd T/A ‘Bridge Hotel Werribee’;
- (vi) The Charles Weston Pub Group Pty Ltd T/A ‘Sporting Club Hotel’; and/or
- (vii) Another entity covered by Agreement upon application to and approval by the FWC.

(ooo) **“Weekday”** means Monday to Friday.

(ppp) **“Weekend”** means Saturday and/or Sunday.

(qqq) **“You”** means an Employee of Publican.Co Group.



### **3 Coverage of Agreement and Parties Bound**

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3.1 This Agreement applies to and is binding upon:

- (a) Publican.Co Group; and
- (b) All the Employees employed by Publican.Co Group who perform duties related to the provision of hospitality services.

For the avoidance of doubt, this Agreement is not intended to cover Executive Level Staff.

### **4 Relationship to NES**

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4.1 The entitlements in this Agreement are to be read in conjunction with, and are intended to be applied in satisfaction of, and not in addition to, any entitlements Employees may have under NES.

4.2 Should any provision provided under this Agreement be inconsistent with or provide a lesser benefit to the Employee than the NES, the NES shall apply to the extent of that inconsistency.

4.3 The terms and conditions of employment in this Agreement are intended to be exhaustive.

### **5 Access to this Agreement**

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5.1 Upon request, You will be provided with a copy of this Agreement.

5.2 A copy of the Agreement will be kept at the premises of the Employer and a copy is freely available on [www.fwc.gov.au](http://www.fwc.gov.au) (the FWC website).

### **6 The National Employment Standards**

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6.1 Publican.Co Group will ensure that copies of NES are available to all Employees, either visually displayed or through electronic means.

### **7 Term of this Agreement**

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7.1 This Agreement comes into operation on the first full pay period 7 days after the Agreement is approved by the FWC.

7.2 The Agreement will continue past its Nominal Expiry Term until replaced or cancelled in accordance with the Act.

### **8 Flexibility Term**

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#### **Individual Flexible Agreements**

8.1 Publican.Co Group and an Employee covered by this Agreement may agree to make an individual flexibility arrangement (IFA):

- (a) which varies the effect of terms of this Agreement; and
- (b) to meet the genuine needs of Publican.Co Group and the Employee; and
- (c) which complies with s 203 of the Act.

8.2 Either party may terminate the IFA:

- (a) by giving no more than 28 days written notice to the other; or

- (b) if the Parties agree in writing, at any time.

### **Flexible Working Conditions**

- 8.3 Salaried and PPT Employees who have worked for a continuous period of at least 12 months are entitled to request flexible working conditions (including part-time hours where the Employee:
- (a) Is a parent or has responsibility for the care of a child who is of school age or younger;
  - (b) Is a “carer” within the meaning of the *Carer Recognition Act 2010*;
  - (c) Has a disability;
  - (d) Is over the age of 55;
  - (e) Is pregnant;
  - (f) Is experiencing family or domestic violence; or
  - (g) Provides care or support to an Immediate Family Household Member.
- 8.4 Casual Employees who have worked on a regular and systemic basis for a continuous period of at least 12 months are entitled to request flexible working conditions if they meet one of the criteria set out in clause 8.3 above.
- 8.5 All requests for and agreements made in relation to flexible working conditions must be made in accordance with s 65 of the Act.

## **9 Types of Employment**

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- 9.1 At the time of engagement, Publican.Co Group will inform You of your date of commencement, Classification, and applicable Rate of Pay.

### **Salaried Employees**

- 9.2 Salaried Employees are:
- (a) Required to work Ordinary Hours as set out in clause 10.1.
  - (b) May be required from time to time to work Reasonable Additional Hours, as necessary to fulfill the requirements of their role: and
  - (c) Will be paid:
    - (i) In accordance with a Negotiated Salary as specified in their Employment Contract;
    - (ii) Overtime in accordance with clause 15 of this Agreement; and
    - (iii) on a Public Holiday in accordance with clause 26 of this Agreement.

### **PPT Employees**

- 9.3 PPT Employees are:
- (a) Required to work Ordinary Hours as set out in clause 10.2 of this Agreement; and
  - (b) Will be paid in accordance with clause 12 of this Agreement.

### **Casual Employees**

- 9.4 Publican.Co Group does not, as a general rule, offer employment on a casual basis in an effort to provide certainty to Employees and access to entitlements to support wellbeing such as Paid Annual and Personal

Leave.

- (a) Casual Employees will be paid an hourly rate equivalent to the minimum rates prescribed by the Award inclusive of an additional casual loading to compensate them for any entitlement to Paid Annual Leave, annual leave loading, personal/ carer's leave, notice of termination, redundancy benefits and other entitlements of a full time or part-time employment.
- (b) Casual Employees will be entitled to receive payment in accordance with the Award.
- (c) The following clauses in the Agreement do not apply to casual Employees:
  - (i) Overtime (clauses 13 and 15 of this Agreement);
  - (ii) Probationary Period (clause 20 of this Agreement);
  - (iii) Paid Leave (other than such Paid Domestic Violence Leave in accordance with the Act);
  - (iv) Notice (clause 27.1 of this Agreement);
  - (v) Resignation (clause 30 of this Agreement); or
  - (vi) Redundancy (clause 31 of this Agreement).
- (d) The Casual Employees will be entitled to be converted to permanent employment in accordance with the Act.

## 10 Hours of Work

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### Salary Employees

- 10.1 Ordinary Hours of Work (**Ordinary Hours**) for Salaried Employees are hours which:
  - (a) Are rostered to 152 hours per 4-week cycle (averaging of 38 hours per week);
  - (b) May include Reasonable Additional Hours of up to 16 hours per 4-week cycle (averaging 4 hours per week).

### PPT Employees

- 10.2 Ordinary Hours of Work (**Ordinary Hours**) for PPT Employees are hours which are rostered:
  - (a) Up to 152 hours per 4-week cycle (averaging of 38 hours per week);
  - (b) To ensure that PPT staff have at least 2 days off per week;
  - (c) Within a minimum of 3 hours and maximum of 10 hours per shift; and
  - (d) According to the PPT Employee's Availability and Guaranteed Hours.
- 10.3 Employees will be given a Roster which sets out the expected starting and finishing time for each shift over the rostered period.
- 10.4 In setting the Roster, Publican.Co Group will consider:
  - (a) Salaried Employee's agreed Ordinary Hours;
  - (b) PPT Employees' Guaranteed Hours;

- (c) PPT Employees' Availability, including any study or personal commitments; and
  - (d) Publican.Co Group's operational needs.
- 10.5 Guaranteed Hours will be confirmed in writing at the time of engagement.
- 10.6 PPT Employees must provide Publican.Co Group their Availability in writing at the time of engagement.
- 10.7 Guaranteed Hours may be changed by agreement in writing (including by electronic means).
- 10.8 PPT Employees may request in writing to increase their Guaranteed Hours if they have regularly worked in excess of their Guaranteed Hours for the previous 12 months.
- 10.9 PPT Employees will not be rostered to work outside the Employee's Availability.
- (a) The Parties Agree that PPT Employees may be rostered flexibly to meet the operational needs of Publican.Co Group and varying schedules of PPT Employees and that specifically:
    - (i) PTT Employees may elect to advise Availability broadly (inclusive of Monday to Sunday); and
    - (ii) Publican.Co Group may, unless notified in writing by the PPT Employee of their unavailability for certain shifts (inclusive of over a certain period such as periods of study or travel), may roster the PPT on any day or time within the span of the PPT Employee's Guaranteed Hours.
  - (b) If at any time an Employee can no longer commit to their Guaranteed Hours, they must notify their Supervisor in writing as soon as practicable.
- 10.10 PPT Employees are required to regularly check their Roster and maintain personal details on Publican.Co Group's rostering system.

## 11 Classification Structure

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- 11.1 There are eight Employee classifications within Publican.Co Group that are covered by this Agreement (**Classifications**) which include:
- (a) an **Introductory BOH** Employee is an employee within the first 3 months of employment who is receiving ongoing training in any of the following duties:
    - (i) kitchen-duties, which generally includes cleaning duties within a kitchen or food preparation area, cleaning of cooking and/or kitchen utensils;
    - (ii) assisting Employees who are cooking;
    - (iii) assembly and preparation of ingredients for cooking; and
    - (iv) general pantry duties.

**Introductory BOH** applies to an Employee who enters the hospitality industry and does not demonstrate the competency requirements of **BOH Level 1**.

An **Introductory BOH** Employee remains at this level for up to 3 months while undertaking appropriate training and being assessed for competency to move to **BOH Level 1**.

At the end of that 3-month period, the Employee moves to **BOH Level 1** unless the Employee and the Employer mutually agree that further training of up to 3 months is required for the Employee to achieve the necessary competency.

- (b) a **BOH Staff Level 1** Employee is a person engaged in any of the following duties:
- (i) general cleaning duties within a kitchen or food preparation area and scullery, including the cleaning of cooking utensils used in a kitchen or restaurant;
  - (ii) assisting Employees who are cooking;
  - (iii) assembly and preparation of ingredients for cooking;
  - (iv) general pantry duties; and/or
  - (v) general stocking duties, including receiving, distributing stock and checking against invoices.
- (c) a **BOH Staff Level 2** Employee is an unqualified cook who is engaged, under supervision, in any of the following duties:
- (i) assembly and preparation of ingredients for cooking;
  - (ii) assist in the preparation of mise en place for service;
  - (iii) assist in general kitchen duties, including preparation of the kitchen area;
  - (iv) prepare and/or assemble smaller menu items;
  - (v) plate items for service; and
  - (vi) general stocking duties, including receiving, distributing stock, and checking against invoices.
- (d) a **BOH Staff Level 3** Employee is a commis chef or equivalent who has completed an apprenticeship or has passed the appropriate trade certification who is engaged in any of the following duties:
- (i) assist in the preparation of mise en place for service;
  - (ii) general cooking;
  - (iii) general baking;
  - (iv) general pastry cooking;
  - (v) general butchering duties;
  - (vi) prepare and/or assemble smaller menu items; and
  - (vii) general stocking duties, including receiving, distributing stock, and checking against invoices.
- (e) a **BOH Staff Level 4 (Chef)** Employee is demi chef or equivalent who has completed an apprenticeship or has passed the appropriate trade certification who is engaged in any of the following duties:
- (i) assist in the preparation of mise en place for service;
  - (ii) general or specialised cooking;
  - (iii) general or specialised baking;
  - (iv) general or specialised pastry cooking;
  - (v) general or specialised butchering duties;
  - (vi) prepare and/or assemble smaller menu items;
  - (vii) supervising and/or training other BOH Employees; and
  - (viii) general and/overseeing stocking duties, including receiving, distributing stock, and checking against invoices.
- (f) a **BOH Staff Level 5 (Chef)** Employee is engaged in any of the following duties:
- (i) general and specialised cooking;

- (ii) general and specialised baking;
- (iii) general and specialised pastry; and
- (iv) general and specialised butchering duties; and
- (v) ordering stock;
- (vi) supervises, trains and/or is responsible for other BOH Employees; and
- (vii) general and/or overseeing stocking duties, including receiving, distributing stock, and checking against invoices.

(g) an **Introductory FOH** Employee is an employee within the first 3 months of employment engaged in ongoing training in any of the following duties:

- (i) picking up glasses;
- (ii) running and removing plates;
- (iii) setting, wiping, and setting, and resetting tables;
- (iv) cleaning and tidying areas of service;
- (v) assisting in cellar/ fridge stocking;
- (vi) receiving monies; or
- (vii) general duties associated with the position of a 'bussie', 'bar back', and/or 'food runner'.

**Introductory FOH** applies to an Employee who enters the hospitality industry and does not demonstrate the competency requirements of **FOH Level 1**.

An **Introductory FOH** Employee remains at this level for up to 3 months while undertaking appropriate training and being assessed for competency to move to **FOH Level 1**.

At the end of that 3-month period, the Employee moves to **FOH Level 1** unless the Employee and the Employer mutually agree that further training of up to 3 months is required for the Employee to achieve the necessary competency.

(h) a **FOH Level 1** Employee is engaged in in any of the following duties:

- (i) picking up glasses;
- (ii) running and removing plates;
- (iii) setting, wiping, and setting, and resetting tables;
- (iv) cleaning and tidying areas of service;
- (v) receiving monies;
- (vi) general duties associated with the position of a 'bussie', 'bar back', and/or 'food runner'; or
- (vii) general stocking duties, including receiving, distributing stock, and checking against invoices.

(i) a **FOH Level 2** is an Employee who is engaged in any of the following duties:

- (i) dispensing, mixing, and serving liquor;
- (ii) setting, wiping and setting tables;
- (iii) serving patrons and undertaking general waiting duties of both food and/or beverages, including taking table orders;
- (iv) greeting and seating patrons;
- (v) cleaning and tidying areas of service;
- (vi) taking, amending and/or checking reservations;
- (vii) receiving monies;
- (viii) assist in the general stocking duties, including receiving,

- (ix) distributing stock, and checking against invoices; or general duties associated with the position of a bartender or waiter.
- (j) a **FOH Level 3** is an Employee who has the appropriate level of training, including a supervisory course or equivalent experience and in addition to the roles and duties of a **FOH Level 2** Employee, undertakes the following duties:
  - (i) having full control of a cellar or liquor store (including the receipt, delivery and recording of goods within such an area);
  - (ii) is involved in the creation of new sophisticated drink recipes;
  - (iii) is responsible for the selection of beverages to be sold within the venue; and
  - (iv) general duties associated with the position of duty manager, senior bartender, or senior waiter.
- (k) a **FOH Level 4** is an Employee who has the appropriate level of training, including a supervisory course or equivalent experience, and who in addition to the role and duties of a **FOH Level 3** Employee, has responsibility for supervision, training, and coordination of FOH staff and/or stock control for a bar or series of bars and is engaged in any of the following duties:
  - (i) overseeing the cleaning and tidying areas of service;
  - (ii) managing, taking, amending and/or checking reservations
  - (iii) training, supervising and/or managing FOH staff in the provision of service and duties associated with maintaining bar and/or dining areas;
  - (iv) general stocking duties, including receiving, distributing stock, and checking against invoices; or
  - (v) general duties associated with the position of duty manager, senior bartender, or senior waiter.

## 12 PPT Pay Rates

12.1 The PPT Hourly Rate (**Rate 1**) is as follows:

<b>RATE 1</b>	
<b>Classification</b>	<b>Hourly rate</b>
Introductory BOH Staff	\$26.90
BOH Staff Level 1	\$27.85
BOH Level 2	\$28.78
BOH Level 3	\$30.50
BOH Level 4 (chef)	\$32.45
BOH Level 5 (chef)	\$33.45
Introductory FOH Staff	\$26.90
FOH Level 1	\$27.85

FOH Level 2	\$29.00
FOH Level 3	\$29.35
FOH Level 4	\$31.90

Rate 1 as set out in this in clause 12 is inclusive of all, certain penalty rates (including late night and split shifts), allowances, which may be provided under the Award, other than those expressly provided for in this Agreement.

12.2 The PPT Hourly Rate for all work performed the Saturday for PTT Employees (**Rate 2**) is as follows:

<b>RATE 2</b>	
<b>Classification</b>	<b>Hourly rate</b>
Introductory BOH Staff	\$29.48
BOH Staff Level 1	\$30.93
BOH Level 2	\$32.17
BOH Level 3	\$33.40
BOH Level 4 (chef)	\$36.25
BOH Level 5 (chef)	\$36.90
Introductory FOH Staff	\$29.48
FOH Level 1	\$30.93
FOH Level 2	\$32.17
FOH Level 3	\$32.75
FOH Level 4	\$36.50

Rate 2 as set out in this clause 12.2 inclusive of certain penalty rates (including late night and split shifts), allowances, which may be provided under the Award other than those expressly provided for in this Agreement.

12.3 The PPT Hourly Rate for all work performed the Sunday for PTT Employees (**Rate 3**) is as follows:

<b>RATE 3</b>	
<b>Classification</b>	<b>Hourly rate</b>
Introductory BOH Staff	\$31.48



BOH Staff Level 1	\$32.93
BOH Level 2	\$34.17
BOH Level 3	\$35.40
BOH Level 4 (chef)	\$39.25
BOH Level 5 (chef)	\$39.90
Introductory FOH Staff	\$31.48
FOH Level 1	\$32.93
FOH Level 2	\$34.17
FOH Level 3	\$34.75
FOH Level 4	\$39.50

12.4 The PPT Hourly Rate for work performed on a Public Holiday which falls on a Weekday (**Rate 4**) is as follows:

<b>RATE 4</b>	
<b>Classification</b>	<b>Hourly rate</b>
Introductory BOH Staff	\$42.12
BOH Staff Level 1	\$43.75
BOH Level 2	\$45.14
BOH Level 3	\$46.98
BOH Level 4 (chef)	\$50.00
BOH Level 5 (chef)	\$51.00
Introductory FOH Staff	\$42.12
FOH Level 1	\$43.75
FOH Level 2	\$45.14
FOH Level 3	\$45.85
FOH Level 4	\$47.50

12.5 The PPT Hourly Rate for work performed on a Public Holiday which falls on a Weekend (**Rate 5**) is as follows:

<b>RATE 5</b>
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<b>Classification</b>	<b>Hourly rate</b>
Introductory BOH Staff	\$45.77
BOH Staff Level 1	\$48.40
BOH Level 2	\$50.25
BOH Level 3	\$52.10
BOH Level 4 (chef)	\$54.00
BOH Level 5 (chef)	\$55.00
Introductory FOH Staff	\$45.77
FOH Level 1	\$48.40
FOH Level 2	\$50.25
FOH Level 3	\$50.84
FOH Level 4	\$52.10

### 13 Overtime Rates for PPT Employees

- 13.1 As a general rule, Publican.Co Group does not regularly require PPT Employees to perform any Overtime.
- 13.2 Under this clause, Overtime applies where PPT Employees:
- (a) Perform more than 38 hours per week (calculated as an average of 38 hours per week over a 4-week cycle);
  - (b) Work in excess of 10 hours per shift;
  - (c) Work hours not in accordance with clause 15.2 of the Award; or
  - (d) Has received written authorisation to work hours attracting OT Rates.
- 13.3 If a PPT Employee performs Overtime without prior written authorisation, they must notify their Supervisor in writing as soon as practicable.
- 13.4 Where Overtime is applicable in accordance with this clause, PPT Employees will be entitled to receive payment at the OT Rates set out below:
- 13.5 Overtime payable under this clause 13 for the **first 2 hours** on a Weekday (**OT Rate 1**) is as follows (Rate 1 at 150%):

<b>OT Rate 1</b>	
<b>Classification</b>	<b>Hourly rate</b>
Introductory BOH Staff	\$40.35
BOH Staff Level 1	\$41.75

BOH Level 2	\$43.17
BOH Level 3	\$45.75
BOH Level 4 (chef)	\$48.78
BOH Level 5 (chef)	\$50.18
Introductory FOH Staff	\$40.35
FOH Level 1	\$41.75
FOH Level 2	\$43.50
FOH Level 3	\$44.03
FOH Level 4	\$47.85

13.6 Overtime payable under this clause 13 **after 2 hours** on a Weekday (**OT Rate 2**) is as follows (Rate 1 at 200%):

<b>OT Rate 2</b>	
<b>Classification</b>	<b>Hourly rate</b>
Introductory BOH Staff	\$53.80
BOH Staff Level 1	\$55.70
BOH Level 2	\$57.56
BOH Level 3	\$61.00
BOH Level 4 (chef)	\$64.90
BOH Level 5 (chef)	\$66.90
Introductory FOH Staff	\$53.80
FOH Level 1	\$55.66
FOH Level 2	\$58.00
FOH Level 3	\$58.70
FOH Level 4	\$63.80

13.7 Overtime payable under this clause 13 on the Weekend (**OT Rate 3**) is as follows (Rate 1 at 200%):

<b>OT Rate 3</b>	
<b>Classification</b>	<b>Hourly rate</b>

Introductory BOH Staff	\$53.80
BOH Staff Level 1	\$55.70
BOH Level 2	\$57.56
BOH Level 3	\$61.00
BOH Level 4 (chef)	\$64.90
BOH Level 5 (chef)	\$66.90
Introductory FOH Staff	\$53.80
FOH Level 1	\$55.66
FOH Level 2	\$58.00
FOH Level 3	\$58.70
FOH Level 4	\$63.80

#### **14 Minimum Salaries for Salaried Employees**

- 14.1 Publican.Co Group may engage Employees classified above 'Level 3' in accordance with the Classifications set out in clause 11 of this Agreement under a Negotiated Salary.
- 14.2 Negotiated Salaries for Salaried Employees are guaranteed to meet or exceed the minimum salary amounts set out in this clause 14.2 below:

<b>Classification</b>	<b>Annual Salary</b>	<b>Weekly</b>
BOH Level 3	\$71,000	\$1,365
BOH Level 4 (Chef)	\$75,000	\$1,538
BOH Level 5 (Chef)	\$80,000	\$1,538
BOH Level 5 (Head Chef)	\$95,000	\$1,827
FOH Level 3 (Duty Manager)	\$65,000	\$1,250
FOH Level 3 (Bar Manager)	\$69,000	\$69,000
FOH Level 4 (Manger/ Assistant Venue Manager)	\$75,000	\$1,442
FOH Level 4 (Venue Manager')	\$80,000	\$1,538

#### **15 Overtime Rates for Salaried Employees**

- 15.1 Publican.Co Group is committed to making all reasonable efforts to ensure that Salaried Employees are not rostered to exceed an average of 38 hours per week.
- 15.2 Salaried Employees may be required to perform additional hours in excess of their

Ordinary Hours and Reasonable Additional Hours in order to meet the business and operational requirements of Publican.Co Group.

- 15.3 In such circumstances, Salaried Employees will be entitled to receive OT Rates in accordance with this clause.

**Entitlement to Overtime**

- 15.4 OT Rates are payable under this clause where Salaried Employees:

- (a) Perform more than 42 hours per week; or
- (b) Meets the criteria set out in the Sixth Day Arrangement (clause 15.7 of this Agreement); and
- (c) Obtain written authorisation to work Overtime from their Supervisor.

- 15.5 For the avoidance of doubt, where an Employee performs Overtime in accordance with clause 15.4(a) and (b) above but does not obtain written authorisation pursuant to clause 15.4(c) may receive payment for such Overtime in accordance with this clause 15 by notifying their Supervisor in writing as practicable.

- 15.6 The Salaried Employee acknowledges that:

- (a) they may not receive payment at the applicable OT Rate in accordance with this clause within the next Pay Period unless notice is not given pursuant to clause 15.5 before payments are made pursuant to clause 15.4 above; and
- (b) In such circumstances, any amount owing as a result of OT Rates not applied to an Employee's hours during that Pay Period may be deferred the next subsequent Pay Period following notification.

**"Sixth Day" Arrangement**

- 15.7 If a Salaried Employee is requested or required to work a Sixth Day:

- (a) The Salaried Employee must obtain written approval to work a Sixth Day by their Supervisor; and
- (b) In seeking written approval pursuant to clause 15.7(a) above, the salaried Employee notify their Supervisor in writing, either:
  - (i) 24 hours prior to commencing that Sixth Day; or
  - (ii) If becoming aware that they will be completing a Sixth Day within 24 hours before the commencement of that Sixth Day, as soon as reasonably practicable.
- (c) Where an Employee complies with clauses 15.7(a) and 15.7(b) above, they will be entitled to paid for that Sixth Day as follows:
  - (i) At the Employee's Ordinary Hourly Rate up to 42 hours; then
  - (ii) At their OT Rate for every hour thereafter.
- (d) For the avoidance of doubt:
  - (i) The Salaried Employee shall not be entitled to receive payment for a Sixth Day in accordance with this clause if the additional day was requested by their own initiative to suit a chosen lifestyle or work pattern; and
  - (ii) Should the Salaried Employee not comply with clauses 15.7(a) and 15.7(b) above, they may be entitled to receive payments

pursuant to clause 15.7(c) at the discretion of their Supervisor.

### **OT Rate for Salaried Employees**

15.8 Salaried Employees who are entitled to Overtime under this clause 15 shall be paid for Overtime Hours at OT Rate which shall equate to their Ordinary Hourly Rate at 150% (time and a half).

### **16 Payment of Wages**

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16.1 Wages are paid weekly with payment made by electronic funds transfer into the Employee's nominated bank account.

16.2 Upon termination of Your employment, payment of all outstanding wages and entitlements due will be made to You within 7 days.

### **17 Pay Increases**

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#### **PPT and Casual Employees**

17.1 For the term of this Agreement, Publican.Co Group, will ensure that the Pay Rates prescribed in clauses 12 and 13 of this Agreement are maintained at the same percentage above the applicable minimum award rates of pay in line with any increases to such applicable minimum award rates imposed by the FWC.

#### **Salaried Employees**

17.2 Publican.Co Group will conduct annual pay reviews for Salaried Employees.

17.3 Following an annual pay review:

- (a) Except in circumstances where a Salaried Employee has been subject to performance management or disciplinary action during the 12 months preceding the annual pay review, a Salaried Employee shall receive an increase to their Salary of not less than 2%, payable from 30 June of each year of this Agreement, up to a cap of \$90,000 per annum.
- (b) Despite clause 17.3(a) above, Publican.Co Group recognises that all Employees are entitled negotiate their pay, salary and employment conditions as a protected workplace right.
- (c) Publican.Co Group may, in its absolute discretion, increase an Employee's Salary above the minimum increase set out in clause 17.3(a) above, taking into account relevant factors, including:
  - (i) Performance indicators; and
  - (ii) Prevailing market conditions, both generally and relating to the operational requirements of the business.

### **18 Superannuation**

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18.1 Publican.Co Group will make superannuation contributions in accordance relevant superannuation legislation with the minimum rate prescribed by the Federal Government, as indexed from time to time:

(a) Into Your nominated and compliant superannuation fund; or

(b) If You do not nominate a superannuation fund, into a superannuation fund selected by Publican.Co Group on Your behalf.

## 19 Location of Work

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- 19.1 Your Location of Work is the location set out Your Employment Contract.
- 19.2 Publican.Co Group may request You to carry out Your duties or responsibilities under this Agreement, either permanently or temporarily, at another Venue.
- 19.3 Publican.Co Group will consult with You before implementing any change of location and will consider Your personal circumstances before implementing any change under this clause 19 in accordance with clause 32 of this Agreement.

## 20 Breaks

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### Entitlements to meal and rest break(s)

- 20.1 If You are required to work for 5 or more hours in a day, You will be entitled to meal and rest breaks in accordance with the table set out in this clause 20.

Hours worked per shift	Breaks
<b>More than 5 hours and up to 6</b>	Elective unpaid meal break of up to 30 minutes
<b>More than 6 hours and up to 8</b>	An unpaid meal break of no less than 30 minutes (to be taken after the first 2 hours of work and within the first 6 hours of work).
<b>More than 8 hours and up to 10</b>	An unpaid meal break of no less than 30 minutes (to be taken after the first 2 hours of work and within the first 6 hours of work). One 20-minute paid rest break (may be taken as two 10 minute paid rest breaks).
<b>More than 10 hours</b>	An unpaid meal break of no less than 30 minutes (to be taken after the first 2 hours of work and within the first 6 hours of work). Two 20-minute paid rest breaks

- 20.2 Publican.Co Group will make all reasonable efforts to ensure that breaks are rostered to spread evenly across the Employee's shift.

## 21 Probationary Period

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- 21.1 All Employees will be subject to a period of a six (6) months' probationary period.
- 21.2 During the probationary period, either party may terminate an Employee's employment by giving one week's written notice.
- 21.3 Publican.Co Group may in its discretion, elect to make a payment to an Employee in lieu of Notice prescribed in clauses 27.1 and 27.2 of this Agreement.

## **22 Personal, Carer's and Compassionate Leave**

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- 22.1 PPT and Salaried Employees are entitled to paid personal, carer's or compassionate leave pursuant to the NES unless otherwise varied by this clause.
- 22.2 Employees, including Casual Employees, are entitled to Unpaid Personal Leave in accordance with the NES.
- 22.3 While on Personal Leave, You must not engage in any conduct that is inconsistent with this Agreement or Your obligations to Publican.Co Group.
- 22.4 Employees who are approved to take Paid Personal Leave will be paid at their Ordinary Rate of Pay.
- 22.5 If requesting Personal Leave, You must do so in accordance with Publican.Co Group's Leave Policy, which may be amended from time to time.

### **Definitions**

- 22.6 Terms in this clause are defined as follows:
- (a) **"Paid Personal Leave"** means personal leave as prescribed by the NES for which an Employee is paid their Ordinary Rate of Pay.
  - (b) **"Paid Annual Leave"** means annual leave prescribed by the NES for which an Employee is paid their Ordinary Rate of Pay.
  - (c) **"Personal Leave"** means personal leave, either paid or unpaid as prescribed by the NES and includes personal (sick), carer's and compassionate leave.
  - (d) **"Ordinary Rate of Pay"** means:
    - (i) the base rate of pay, exclusive of any penalties, loadings or overtime; and
    - (ii) in the case of a PPT employee, "Rate 1" as prescribed in clause 12.1 of this Agreement.For the avoidance of doubt, the rate of pay equivalent to the rate payable as Personal Leave as prescribed under the NES.
  - (e) **"Unpaid Personal Leave"** means personal leave as prescribed by the NES for which an Employee does not receive payment.

## **23 Annual Leave**

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- 23.1 PPT and Salaried Employees are entitled to Annual Leave pursuant to the NES unless otherwise varied by this clause.
- 23.2 While on leave, You must not engage in any conduct that is inconsistent with this Agreement or Your obligations to Publican.Co Group.
- 23.3 Requests to take Annual Leave must be in accordance with the Publican.Co Group's Leave Policy, which may be amended from time to time which may granted or refused in accordance with that policy.

### **Temporary Shutdown – Direction to take Paid Annual Leave**

- 23.4 During a Temporary Shut Down, Publican.Co Group may direct You to take a period of Your accrued Paid Annual Leave during that period.
- 23.5 To direct Paid Annual Leave to be taken under this clause, Publican.Co Group must be satisfied that the direction is reasonable and must:



- (a) Provide Employees affected by this clause 23 at least 28 days' written notice of a Temporary Shut Down; or
- (b) If an Employee is engaged after notice is provided in accordance with clause 23.5(a) above, as soon as reasonably practicable after engagement.

**Temporary Shutdown – Agreement to take Unpaid or Paid Annual Leave in Advance**

- 23.6 Should an Employee not have sufficient Paid Annual Leave accrued, the Employee may, by written agreement, for the period of a Temporary Shut Down:
- (a) take Unpaid Annual Leave; or
  - (b) Paid Annual Leave in advance.

**Excessive Leave Accruals: Direction to take Annual Leave**

- 23.7 If You have an Excessive Leave Accrual, either Publican.Co Group or the Employee may seek to confer with the other and genuinely try and reach agreement on how to reduce or eliminate the Excessive Leave Accrual.
- 23.8 If Publican.Co Group has genuinely tried to reach agreement with the Employee, but agreement is not reached (including because the Employee refuses to confer), Publican.Co Group may direct the Employee in writing to take one or more periods of Paid Annual Leave.
- 23.9 A notice given by the Publican.Co Group under clause 23.8 must not:
- (a) Provide for a period of leave which if granted, would result in an Employee's remaining accrued entitlement to Paid Annual Leave being less than 6 weeks' when taking any other paid annual leave arrangements (such as a direction to take Paid Annual Leave during a Temporary Shut Down as set out above at clauses 23.4 and 23.5 above) are taken into account; and
  - (b) Direct the Employee to take any Paid Annual Leave of less than one week;
  - (c) Direct a period of Paid Annual Leave beginning less than 8 weeks or more than 12 months, after the direction is given; and
  - (d) Be inconsistent with any leave arrangements agreed to be Publican.Co Group and the Employee.

- 23.10 Where notice is given in accordance with clause 23.9 above, the Employee must take Paid Annual Leave if directed under clause 23.8 above.

**Excessive Leave Accruals: Request by Employee for Annual Leave**

- 23.11 If an Employee has genuinely tried to reach agreement with Publican.Co Group to take leave but agreement is not reached (including because Publican.Co Group refuses to confer), the Employee may give a written notice to Publican.Co Group requesting to take one or more periods of paid Annual Leave.
- 23.12 However, an Employee may only give a notice Publican.Co Group under this clause 23 if:
- (a) the Employee has had an Excessive Leave Accrual for more than 6 months at the time of giving the notice; and
  - (b) the Employee has not been given a direction that, when any other paid Annual Leave arrangements are taken into account; would eliminate the Employee's Excessive Leave Accrual.

- 23.13 A notice given by an Employee under clause 23.12 must not:
- (a) Request a period of Annual Leave, which if granted, would result in the Employee's remaining accrued entitlements to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements are taken into account; or
  - (b) Provide for the Employee to take any period of Paid Annual Leave of less than one week; or
  - (c) Provide for the Employee to take a period of Paid Annual Leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (d) Be inconsistent with any leave arrangement agreed with Publican.Co Group.

23.14 An Employee is not entitled to request by notice under clause 23.11 above more than 4 weeks' Paid Annual Leave in any one period of 12 months.

23.15 Where conditions set out in clause 23.13 above, Publican.Co Group must grant Paid Annual leave requested by a notice under clause 23.12 above.

#### **Annual Leave in Advance**

23.16 Publican.Co Group and an Employee may agree to the Employee taking a period of paid Annual Leave before the Employee has accrued an entitlement to that leave in accordance with the Award.

#### **Cashing Out of Annual Leave**

23.17 Publican.Co Group and an Employee may agree in writing to the cashing out of a particular amount of accrued annual leave provided that the agreement states the amount of leave to be cashed out, the payment that will be made to the Employee and the date on which payment will be made.

23.18 The agreement to cash out leave must be signed by the Employee and Publican.Co Group, and if the Employee is under 18 years of age, their parent or guardian.

23.19 Any payment made of the Employee's annual leave will not be less than the amount that would have been payable had the Employee taken the leave at the time that payment was made.

23.20 Any agreement to cash out Paid Annual Leave must not result in the Employee's remaining accrued annual leave being less than 4 weeks.

23.21 The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is two weeks.

23.22 Publican.Co Group will keep a copy of any agreement with respect to cashing out of Paid Annual Leave.

### **24 Paid Parental Leave**

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24.1 PPT and Salaried Employees are entitled to parental leave pursuant to the NES unless otherwise varied by this clause.

24.2 General eligibility for Parental Leave, associated entitlements prescribed by The NES and related government schemes, and the procedure for making applications regarding Parental Leave are set out in Publican.Co Group's Parental Leave Policy which may be amended from time to time.

#### **Paid Parental Leave (PPL)**

24.3 Separate from and in addition to parental leave payments available under the Federal Government's Paid Parental Leave Scheme, (or any other relevant government-provided paid parental leave available), Employees who meet the eligibility criteria in this clause 24 will be entitled to Paid Parental Leave (**PPL**) set out in this clause 24.

#### **Eligibility**

24.4 Employees will be eligible to receive PPL under this clause 24 where the (**Eligible Employees**):

- (a) The Employee is currently working at Publican.Co Group and is not on a leave of absence or accessing any other period of paid or unpaid leave;
- (b) As at the date of birth or adoption of a Child, the Employee has provided 24 months of Continuous Service with Publican.Co Group;
- (c) The Employee or the Employee's spouse or de facto partner gives birth to a Child; or
- (d) A Child is placed with the Employee for adoption.

24.5 Eligible Employees shall be entitled to receive PPL payments as follows:

- (e) **Primary Carers:**
  - (i) 4 weeks' paid leave; or
  - (ii) 8 weeks paid leave at Half Pay.
- (f) **Secondary Carers:**
  - (i) 2 weeks' paid leave; or
  - (ii) 4 weeks paid leave at Half Pay.

#### **PPL Payments**

24.6 For the purpose of this clause 24, PPL payments will equate to the Employee's Ordinary Rate of Pay.

#### **Applying for PPL**

24.7 In applying for PPL, Eligible Employees must:

- (a) Provide at least 10 weeks' notice that they intend to take Parental Leave (unless it is not possible to do so, in which case notice should be given as soon as is practicable) by:
- (b) Making an application in writing, containing details specifying the intended start and end dates of Your leave;
- (c) Should these dates change confirm in writing, least 4 weeks before the intended start date.

### **25 Other Leave Entitlements**

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25.1 Employees are entitled to Family and Domestic Leave in accordance with the NES.

25.2 PPT and Salaried Employees may be entitled to additional leave entitlements in accordance with Publican.Co Group's Leave Policies, which may be amended from time to time.

## 26 Public Holidays

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- 26.1 Employees acknowledge that they may be requested to work on Public Holidays in accordance with the NES.
- 26.2 Employees who work on a Public Holiday shall be paid at the Pay Rates prescribed under this clause 26.

### PPT Employees

- 26.3 PPT Employees who work on a Public Holiday shall be entitled to receive payment at the following rates as set out in clauses 12.3 and 12.4 of this Agreement.

### Salaried Employees

- 26.4 Salaried Employees who work on a Public Holiday shall be entitled to receive payment at Ordinary Hourly Rate at 200% (double time).
- 26.5 If a Public Holiday falls on a Salaried Employee's rostered day off, they will be entitled to either:
- (a) Payment at their Ordinary Hourly Rate;
  - (b) An alternative day off within 28 days;
  - (c) Accrual of an additional day of annual leave.

## 27 Termination – Notice

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### PPT Employees

- 27.1 Either Party may terminate their employment by giving notice in writing in accordance with the table below:

<b>Period of continuous employment with Publican.Co Group</b>	<b>Period of notice</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

In addition to the period of notice provided under 27.1 above, an Employee who is over 45 years of age at the time Notice has been given, who has completed a minimum of 2 years' Continuous Service shall be entitled to an additional week's notice.

### Salaried Employees

- 27.2 Either Party may terminate their employment by giving notice in writing in accordance with the table below:

<b>Period of continuous employment with Publican.Co Group</b>	<b>Period of notice</b>
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Not more than 1 year	1 week
More than 1 year	4 weeks

In addition to the period of notice provided under 27.2 above, an Employee who is over 45 years of age at the time Notice has been given, who has completed a minimum of 2 years' Continuous Service shall be entitled to an additional week's notice.

27.3 Publican.Co Group at its absolute discretion may elect to provide Employees:

- (a) Payment in lieu of Notice; or
- (b) A combination of Notice and payment in lieu.

27.4 Any payments made in lieu of Notice shall be at the Employee's at their Ordinary Rate of Pay.

27.5 Where an Employee has been provided Notice, they must continue to perform work in accordance with this Agreement during the applicable Notice Period.

## 28 Stand Down

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28.1 Publican.Co Group may stand down an Employee for a day or part of a day, without pay, if the Employee cannot be usefully employed because of:

- (a) Protected Industrial Action; or
- (b) A breakdown of essential equipment or machinery, if Publican.Co Group cannot reasonably be held responsible for the breakdown; or
- (c) Stoppage of work for any cause for which we cannot reasonably be held responsible including due to an enforceable government direction.

Notwithstanding this clause, Employees may be eligible to receive payment pursuant to Publican.Co Group's Disaster Leave Policy, as amended from time to time.

## 29 Termination – Serious Misconduct

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29.1 In the event of Serious Misconduct, Publican.Co Group:

- (a) May terminate an Employee's employment effective immediately;
- (b) Is not obliged to provide Notice or payment in lieu of Notice in accordance with clauses 27.1, 27.2 and 27.3.

29.2 "**Serious Misconduct**" has the meaning as prescribed by the Regulations and includes, but is not limited to:

- (a) Wilful or deliberate breach of any term of this Agreement;
- (b) Conduct that causes serious and imminent risk to:
  - (i) The health and safety of a person; or
  - (ii) The reputation, viability, or profitability of Publican.Co Group's business

- (c) Engaging in:
  - (i) Theft; or
  - (ii) Fraud; or
  - (iii) Assault; or
  - (iv) Sexual Harassment.
- (d) Intoxication during the performance of an Employee's duties;
- (e) Refusing to comply with any reasonable direction given by Publican.Co Group.

### **30 Resignation**

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- 30.1 An Employee who elects to resign from their employment must:
- (a) provide written Notice in accordance with clause 27.1 or 27.2 of this Agreement; and
  - (b) state their last day of employment.
- 30.2 If an Employee fails to provide Notice accordance with clause 30.1 above, Publican.Co Group may, if reasonable in the circumstances, withhold an amount equivalent to one week's pay from the Employee's Final Pay.

### **31 Redundancy**

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- 31.1 Redundancy pay will be provided for in accordance with the NES as prescribed under the Act for PPT and Salaried Employees.

#### **Re-deployment**

- 31.2 Publican.Co Group is committed to avoiding retrenchment where possible and will endeavour as far as practicable, to offer suitable redeployment.
- 31.3 You agree not to unreasonably refuse a suitable offer of re-deployment.
- 31.4 Without limiting the circumstances in which a redeployment can be reasonably refused, the following circumstances are deemed examples of when a refusal will be reasonable:
- (a) The re-deployment involves a significant reduction in Ordinary Average Pay;
  - (b) The re-deployment is lower in Classification;
  - (c) The re-deployment would involve a transit of more than 10 kilometres from the Employee's Ordinary Place of Work;
  - (d) The Employee would require significant retraining; or
  - (e) The re-deployment would involve duties which are incompatible with the Employees skills and experience.
- 31.5 Where an Employee reasonably refuses an offer of re-deployment, they may be entitled to redundancy pay in accordance with the NES.
- 31.6 Where an Employee unreasonably refuses a suitable offer of re-deployment, Publican.Co Group may make an application to the FWC to have any amount otherwise payable to the Employee reduced.

### **Transfer to Lower Paid Duties**

- 31.7 If, because of Redundancy, an Employee is transferred to new duties to which a lower Ordinary Pay Rate applies, Publican.Co Group may:
- (a) Provide the Employee a Notice of Transfer which is equivalent to the Notice prescribed in clause 27.1 of this Agreement; or
  - (b) Transfer the Employee without providing Notice of Transfer and make payment of an amount equivalent to the difference between the Ordinary Average Pay for the hours the Employee would have worked in the First Role and the Ordinary Pay for the hours the Employee would have worked in the Second Role for the applicable Notice Period which was not provided.

### **Employee Entitlements upon Retrenchment**

- 31.8 Upon Retrenchment, Employees are entitled to:
- (a) Notice or payment in lieu of Notice, in accordance with clauses 27.1, 27.2 and 27.3 of this Agreement.
  - (b) Redundancy Pay where they have completed a minimum of 12 months' Continuous Service in accordance with the NES.
  - (c) Job search entitlement in accordance with the Award.

### **Leaving During Redundancy Notice Period**

- 31.9 An Employee provided with Notice of termination in circumstances of redundancy may terminate their employment period during the minimum period of Notice prescribed in clauses 27.1 and 26.2 of this Agreement.
- 31.10 The Employee is entitled to receive Redundancy Pay as set out in this clause 30 as if they had remained employed until the expiry of the Notice Period.
- 31.11 However, the Employee is not entitled to be paid for any part of the Notice Period as set out in clauses 27.1, 27.2 and 27.3 which remain after the Employee ceases to be employed.

## **32 Consultation Term**

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This clause applies if Publican.Co Group:

- 32.1 Has made a definite decision to introduce Major Change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant impact on the Employees; or
- 32.2 Proposes to introduce a change to the regular Roster or Ordinary Hours of Work of Employees.

The sale of a Venue will not enliven the application of this clause so long as any proposed sale is not likely to have a significant effect on an Employee(s)' ongoing employment or introduce a change to an Employee(s)' regular Roster, Ordinary Rates of Pay or Ordinary Hours.

### **Major Change**

- 32.3 Publican.Co Group must notify the Relevant Employees of the decision to introduce the Major Change.

- 32.4 The Relevant Employee may appoint a Representative for the purposes of the procedures in this term:
- 32.5 Publican.Co Group must recognise the Representative if:
- (a) a Relevant Employee(s) appoints a representative for the purposes of consultation; and
  - (b) the Employee(s) advises Publican.Co Group of the identity of the Representative.
- 32.6 As soon as practicable after making its decision to introduce a Major Change, Publican.Co Group must:
- (a) discuss with the Relevant Employees:
    - (i) the introduction of a Major Change; and
    - (ii) the effect the Major Change is likely to have on the Relevant Employees; and
    - (iii) measures Publican.Co Group is taking to avert or mitigate the adverse effect of the change on the Relevant Employees; and
  - (b) for the purposes of the discussion pursuant to clause 32.5(a)(i), provide, in writing, to the Relevant Employees:
    - (i) all relevant information about the Major Change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the Employees; and
    - (iii) any other matters likely to affect the Relevant Employees.
- 32.7 However, Publican.Co Group is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- 32.8 Publican.Co Group must give prompt and genuine consideration to matters raised about the Major Change by the Relevant Employees.

#### **Change to regular roster or ordinary hours of work**

- 32.9 Publican.Co Group must notify the Relevant Employees of the Proposed Change.
- 32.10 The Relevant Employee may appoint a Representative for the purposes of the procedures in this term.
- 32.11 Publican.Co Group must recognise the Representative if:
- (a) a Relevant Employee(s) appoints a representative for the purposes of consultation; and
  - (b) the Employee(s) advises Publican.Co Group of the identity of the Representative.
- 32.12 As soon as practicable after proposing to introduce the Proposed Change, Publican.Co Group must:
- (a) discuss with the Relevant Employee(s) the introduction of the change; and
  - (b) for the purposes of the discussion, provide, in writing, to the Relevant Employee(s):



- (i) all relevant information about the change including the nature of the proposed change; and
  - (ii) information about what Publican.Co Group reasonably believes will be the effects of the change on the Employee(s); and
  - (iii) any other matters likely to affect the Employee(s) and
- (c) invite the Relevant Employee(s) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

32.13 However, Publican.Co Group is not required to disclose confidential or commercially sensitive information to the Relevant Employee(s).

32.14 Publican.Co Group must give prompt and genuine consideration to matters raised about the change by the Relevant Employee(s).

### **33 Dispute Resolution Procedure**

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33.1 This clause set out the procedures to settle a Dispute which relates to:

- (a) a matter arising under this Agreement; or
- (b) the NES.

33.2 In the first instance, the Parties to the Dispute must try to resolve the Dispute at the workplace level, by discussion between the Employee and the Employee's Supervisor.

33.3 If the matter is not resolved at this level, the matter will be further discussed between the Employee Publican.Co Group's HR Manager.

33.4 If discussions at the workplace level do not resolve the dispute, and all the agreed steps for resolving it have been taken, a Party to the dispute may then, and only then, refer the matter in Dispute to the Fair Work Commission (**FWC**).

33.5 An Employee who is a party to the Dispute may appoint a Representative for the purposes of the procedures of this clause.

33.6 In first instance, the FWC may deal with a dispute raised under this clause by (**First Stage**):

- (a) Mediation;
- (b) Conciliation; or
- (c) Making a recommendation or expressing an option in relation to the dispute.

33.7 If FWC is unable to resolve the dispute at the First Stage, then either or both Parties can request that the FWC (**Second Stage**):

- (a) Arbitrate the Dispute; and/or
- (b) Make a binding determination on the Parties.

33.8 The Parties agree to observe confidentiality about all aspects of the Dispute raised under this clause.

33.9 While the Parties attempt to resolve the Dispute using the procedures set out in this clause:

- (a) The Employee must continue to perform his or her work as they would normally unless they have a reasonable concern about an imminent risk to<sup>33</sup>

their health or safety; and

- (b) The Employee must comply with a direction given by Publican.Co Group to perform other available work at the same workplace, or at another workplace, unless:
  - (i) the work is not safe; or
  - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
  - (iii) the work is not appropriate for the Employee to perform; or
  - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.


**34 Execution**

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**Employer Representatives**

**411 George Pty Ltd**

Signed for and on behalf of the 411 George Pty Ltd T/A 'Marquis of Lorne' (ACN: 600 606 531):

**Signature:**   
.....

**Name:** John Anthony Chalker  
.....

**Position:** HR Manager  
.....

**Address:** 420 High Street, Prahran VIC 3181  
.....

**Date:** 5 February 2024  
.....

**Royal Oak Pub Group Pty Ltd**

Signed for and on behalf of the Royal Oak Pub Group Pty Ltd T/A 'Royal Oak Hotel' (ACN: 654 856 087):

**Signature:**   
.....

**Name:** John Anthony Chalker  
.....

**Position:** HR Manager  
.....

**Mt Erica Group Pty Ltd**

Signed for and on behalf of the Mt Erica Group Pty Ltd T/A 'Mount Erica Hotel' (ACN: 617 395 516):

**Signature:**   
.....

**Name:** John Anthony Chalker  
.....

**Position:** HR Manager  
.....

**Address:** 420 High Street, Prahran VIC 3181  
.....

**Date:** 5 February 2024  
.....

**Union House Operations Pty Ltd**

Signed for and on behalf of the Union House Operations Pty Ltd T/A 'Union House' (ACN: 617 356 359):

**Signature:**   
.....

**Name:** John Anthony Chalker  
.....

**Position:** HR Manager  
.....

**Address:** 420 High Street, Prahran VIC 3181

.....

**Date:** 5 February 2024

.....

**Bridge Hotel Werribee Pty Ltd**

Signed for and on behalf of the Bridge Hotel Werribee Pty Ltd T/A 'Bridge Hotel Werribee' (ACN 633 160 979):



**Signature:**

.....

**Name:** John Anthony Chalker

.....

**Position:** HR Manager

.....

**Address:** 420 High Street, Prahran VIC 3181

.....

**Date:** 5 February 2024

.....

**Employee Representative**

**Union Bargaining Representative**

Signed for and on behalf of the Union Bargaining Representative, United Workers Union:



**Signature:**

.....

**Name:** Ben Redford

**Position:** Director, United Workers Union

**Address:** 833 Bourke Street, Docklands Vic 3008

**Date:** 05/02/2024

**Address:** 420 High Street, Prahran VIC 3181

.....

**Date:** 5 February 2024

.....

**The Charles Weston Pub Group Pty Ltd**

Signed for and on behalf of the Charles Weston Pub Group Pty Ltd T/A 'Sporting Club Hotel' (ACN: 659 129 021):



**Signature:**

.....

**Name:** John Anthony Chalker

.....

**Position:** HR Manager

.....

**Address:** 420 High Street, Prahran VIC 3181

.....

**Date:** 5 February 2024

.....