

IN THE FAIR WORK COMMISSION

Matter No:

AM2017/39

FOUR YEARLY REVIEW OF MODERN AWARDS
REGISTERED AND LICENSED CLUBS AWARD 2010 AND HOSPITALITY
INDUSTRY (GENERAL) AWARD 2010

Party:

AUSTRALIAN HOTELS ASSOCIATION
ACCOMMODATION ASSOCIATION OF AUSTRALIA
MOTOR INN AND MOTEL ACCOMMODATION ASSOCIATION

SUBMISSIONS IN RESPONSE TO CLUBS AUSTRALIA INDUSTRIAL

1. These submissions are made on behalf of the Australian Hotels Association, the Accommodation Association of Australia and the Motor Inn and Motel Accommodation Association (collectively “**the Associations**”) in reply to the application by Clubs Australia Industrial (“**CAI**”) to revoke the *Registered and Licensed Clubs Award 2010* (“**Clubs Award**”) and vary the *Hospitality Industry (General) Award 2010* (“**Hospitality Award**”) so that the employees covered by the Clubs Award are covered by the Hospitality Award (“**Application**”).
2. The Application was made following the decision of a Full Bench of the Fair Work Commission (“**Commission**”) in *4 yearly review of modern awards – Penalty Rates* [2017] FWCFB 1001 (“**Penalty Rates Decision**”).

Preliminary Issue – Statutory Basis for the Application

3. To the extent that it is necessary for the Commission to determine the statutory basis for the Application as a threshold issue, the Associations make no submission on this point.

Modern Awards Objective and Proponents of Change

4. The modern awards objective is set out at s.134 (1) of the *Fair Work Act 2009* (“**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**.*

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5. 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 *4 Yearly Review of Modern Awards: Preliminary Jurisdictional Issues* [2014] FWCFB 1788 at [31] (“**Jurisdictional Issues Decision**”).
 6. 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 the Jurisdictional Issues Decision at [32]-[33]).
 7. Furthermore, it is abundantly 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]).
 8. 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]).
 9. 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]).

10. An important consideration for the Commission in these proceedings will be whether, looking forward, the Hospitality Award as varied will meet the modern awards objective taking into account the need for a *simple, easy to understand and stable* modern award system.

The position of the Associations in response to the Application

11. The Associations do not object to the Application, subject to the following four matters:

- (i) That the employers and employees presently covered by the Hospitality Award are not disadvantaged;
- (ii) That any variation to the coverage of the Hospitality Award is limited to only that necessary to cover employees presently covered by the Clubs Award;
- (iii) That any transition by club employers to the penalty rate loadings in the Hospitality Award be subject to CAI establishing a merit case warranting such transition; and
- (iv) That any clubs-specific arrangements be accommodated in a clubs-specific schedule.

No disadvantage for current users

12. The Associations submit that the employees and employers presently covered by the Hospitality Award should not be disadvantaged by the outcome of the Application.

13. While the Associations accept there may be some minor compromises to accommodate a composite provision (for example, standardising maximum daily work limits – currently 11.5 hours for the Hospitality Award and 12 hours for the Clubs Award), any major differences should be dealt with by appropriate transitional provisions, or by preserving clubs-specific matters in a clubs-specific schedule.

Coverage

14. The Associations oppose any variation to the coverage of the Hospitality Award other than that necessary to accommodate those employees and that are covered by the Clubs Award.
15. In particular, the Associations oppose any variation to the coverage of the Hospitality Award that would result in classes of employees (other than those presently covered by the Clubs Award) who have traditionally not been covered by the Hospitality Award being covered (see ss.143 (7) of the *Fair Work Act 2009* (“**FW Act**”))
16. The Associations submit that the scope of the coverage of the Hospitality Award, and its antecedent award instruments, have been the subject of consideration and determination by the Commission (and its predecessors) (see *Staples v Omnibell Pty Ltd t/as The Grove Inn Hotel* (PR964245) [2005] AIRC 983; *Boreland v Reserve Hotels Pty Limited* [2013] FWC 2063).

Transition to Hospitality Award Penalty Rate Loadings

17. In the Penalty Rates Decision, a Full Bench of the Commission concluded that CAI had “*not established a merit case sufficient to warrant*” changes to penalty rate loadings (See Penalty Rates Decision at [994]).
18. As discussed above, the established principles associated with seeking a variation to a modern award require a proponent of that variation to advance a merit case (see [7]-[9] above).
19. Accordingly, and quite unremarkably, the Associations submit that for club employers to transition to the penalty rate loadings in the Hospitality Award, CAI must advance a merit case warranting any such transition.

20. Furthermore, and in the event that the Commission grants the Application, including club employers transitioning to the penalty rate loadings in the Hospitality Award, the Associations submit that any transition:

- a. Be consistent with the decision of the Full Bench of the Commission in *4 yearly review of modern awards – Penalty Rates – Transitional Arrangements* [2017] FWCFB 3001, relevant to the Hospitality Award; and
- b. Commence no earlier than 1 July 2019.

Clubs Specific Schedule

21. In the Penalty Rates Decision at [998], the Full Bench of the Commission stated:

*Extending the coverage of the Hospitality Award and revoking the Clubs Award would also have the desirable outcome of rationalising the awards applying to the hospitality sector and providing greater consistency in the regulation of penalty rates in the sector. **We would also observe that the ‘merger’ of the Hospitality and Clubs Awards is consistent with the ‘need to ensure a simple, easy to understand... modern award system’,** which is one of the considerations we are required to make into account in determining whether a modern award meets the modern awards objective’ (s.134(1)(g) of the FW Act). (emphasis added)*

22. In terms of accommodating clubs specific arrangements, the Full Bench of the Commission stated at [1005] of the Penalty Rates Decision:

*[W]e accept that there are differences between the two awards, for example in relation to annualised salary arrangements, overtime on Saturdays and in both the classification definitions and the range of classifications covered. But it seems to us that such differences may be accommodated by either appropriate transitional arrangements **or the inclusion of clubs-sector specific arrangement within the Hospitality Award.** (emphasis added)*

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23. The Associations submit that the need to ensure a simple and easy to understand modern award system includes ensuring the modern awards are internally simple and easy to understand.
24. The consolidated Hospitality Award proposed by CAI seeks to retain a substantial portion of the Clubs Award by placing clubs-specific provisions alongside existing provisions in the Hospitality Award.
25. While the Associations accept the Hospitality Award presently contains a limited number of sector specific provisions (for example, motel employees, hotel managerial classifications, airport catering etc), the range of clubs-specific provisions that CAI seeks to retain in the draft proposed Hospitality Award, and their proposed positioning in the Hospitality Award, creates confusion and results in a document that is not, in our submission, simple and easy to understand.
26. The Associations submit that the bulk of the clubs-specific provisions be placed in a clubs-specific schedule to avoid confusion (and inadvertent misapplication and breach) by users (both employers and employees), and to ensure the Hospitality Award remains simple and easy to understand. To that end, we have attached to these submissions a proposed draft Hospitality Award (“**Annexure A**”).
27. The Association’s draft proposed Hospitality Award sets out a proposed structure with the clubs-specific provisions in a clubs-specific schedule which prevails in the event of conflict with any other provisions.
28. We anticipate that in the event the Commission grants the Application, there will be further conferences to refine the precise nature of the variations.

Other 4 yearly review of modern awards proceedings

29. It is relevant to note that the Hospitality Award is currently the subject of other proceedings being conducted as part of the 4 yearly review of modern awards, which may impact any proposed variations to the Hospitality Award arising out of the Application.

30. These proceedings include:

- a. Annualised Salaries: the current Clubs Award and Hospitality Award both contain annualised salary arrangements;
- b. Group 4 – Substantive Issues: a hearing regarding any substantive issues sought in the relation to the Hospitality Award is listed for October 2018;
- c. Plain Language Drafting: the Hospitality Award is being re-drafted in plain language as part of the Plain Language Drafting Common Issue.

For the Australian Hotels Association, the Accommodation Association of Australia and the Motor Inn and Motels Accommodation Association

11 May 2018

ANNEXURE A

Hospitality Industry (General) Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 12 December 2017 ([PR598473](#)).

Clause(s) affected by the most recent variation(s):

- 12—Part-time employment
- 13—Casual employment
- 29—Ordinary hours of work (Full-time and part-time employees)
- 33—Overtime
- 37—Public holidays

Current review matter(s): [AM2014/47](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/272](#); [AM2014/300](#); [AM2014/301](#); [AM2014/305](#); [AM2015/1](#); [AM2015/2](#); [AM2016/8](#); [AM2016/13](#); [AM2016/15](#); [AM2016/17](#)

Table of Contents

[Varied by [PR992056](#), [PR994455](#), [PR532630](#), [PR540249](#), [PR540578](#), [PR544519](#), [PR546288](#), [PR557581](#), [PR573679](#), [PR583018](#), [PR584111](#)]

Part 1— Application and Operation.....	4
1. Title	4
2. Commencement and transitional	4
3. Definitions and interpretation.....	5
4. Coverage.....	8
5. Access to the award and the National Employment Standards	10
6. The National Employment Standards and this award	10
7. Award flexibility	10
Part 2— Consultation and Dispute Resolution.....	12
8. Consultation.....	12
9. Dispute resolution.....	13
Part 3— Types of Employment and Termination of Employment.....	14
10. Types of employment	14
11. Full-time employment	14
12. Part-time employment	15
13. Casual employment	16

Hospitality Industry (General) Award 2010

14.	Apprentices	18
15.	Junior employees	19
16.	Termination of employment	19
17.	Redundancy	20
Part 4— Classifications and Minimum Wage Rates		21
18.	Work organisation.....	21
19.	Classifications	21
20.	Minimum wages	21
21.	Allowances.....	27
22.	Supported wage system	32
23.	National training wage.....	32
24.	School-based apprenticeship.....	32
25.	Higher duties.....	32
26.	Payment of wages	32
27.	Salary arrangements (Other than Clubs).....	33
28.	Superannuation	35
Part 5— Hours of Work and Related Matters		37
29.	Ordinary hours of work (Full-time and part-time employees)	37
30.	Rostering.....	39
31.	Breaks (Other than Clubs)	40
32.	Penalty rates.....	41
33.	Overtime	42
Part 6— Leave and Public Holidays		45
34.	Annual leave	45
35.	Personal/carer’s leave and compassionate leave	49
36.	Community service leave.....	49
37.	Public holidays.....	49
Part 7— Industry Specific Provisions		50
38.	No deduction for breakages or cashiering underings.....	50
39.	Provision of employee accommodation and meals.....	50

Hospitality Industry (General) Award 2010

Schedule A —Transitional Provisions	53
Schedule B —Transitional Provisions in respect of South Australia	59
Schedule C —Transitional Provisions in respect of Western Australia.....	70
Schedule D —Classification Definitions	71
Schedule E —Supported Wage System	83
Schedule F —National Training Wage.....	86
Schedule G —School-based Apprenticeship	87
Schedule H —2017 Part-day Public Holidays.....	89
Schedule I —Agreement to Take Annual Leave in Advance	90
Schedule J —Agreement to Cash Out Annual Leave	91
Schedule K —Agreement for Time Off Instead of Payment for Overtime.....	92
Schedule L —Specific provisions in respect of Clubs	93

Part 1—Application and Operation

1. Title

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

2. Commencement and transitional

[Varied by [PR992056](#), [PR542129](#)]

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, Schedule B and Schedule C. The arrangements in Schedules Schedule A, Schedule B and Schedule C 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 varied by [PR542129](#) ppc 04Dec13]

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, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

[2.5 varied by [PR542129](#) ppc 04Dec13]

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

[2.6 varied by [PR542129](#) ppc 04Dec13]

2.6 The Fair Work Commission 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

Hospitality Industry (General) Award 2010

- (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

[Varied by [PR991389](#), [PR992056](#), [PR994455](#), [PR997772](#), [PR505248](#), [PR540249](#), [PR544256](#), [PR545964](#)]

3.1 In this award, unless the contrary intention appears:

[Definition of **Act** substituted by [PR994455](#) from 01Jan10]

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

[Definition of **adult apprentice** inserted by [PR544256](#) ppc 01Jan14]

adult apprentice means an apprentice who is 21 years of age or over at the commencement of their apprenticeship

[Definition of **agreement-based transitional instrument** inserted by [PR994455](#) from 01Jan10]

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

appropriate level of training means that an employee:

- (a) has completed an appropriate training program that meets the training and assessment requirements of a qualification or one or more designated units of competency from a Training Package; 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) as at 30 June 2010, has been doing the work of a particular classification for a period of at least three months.

[Note 1 substituted by [PR542129](#) ppc 04Dec13]

(Note 1: Any dispute concerning (c) above may be referred to the Fair Work Commission for determination. The Fair Work Commission may require an employee to demonstrate to its satisfaction that the employee utilises skills and knowledge, and that these are relevant to the work the employee is doing.)

[Note 2 substituted by [PR542129](#) ppc 04Dec13]

(Note 2: The minimum classification level for an employee who has completed AQF Certificate III qualifications relevant to the classification in which they are employed and who utilises skills and knowledge derived from Certificate III competencies relevant to the work undertaken is the Level 4 rate prescribed in clause 20.1. Any dispute concerning an employee's entitlement to be paid at Level 4 may be referred to the Fair Work Commission for determination. The Fair Work Commission may require an employee to demonstrate to its satisfaction that the employee utilises skills and knowledge derived from Certificate III competencies, and that these are relevant to the work the employee is doing.)

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 in the absence of the Secretary/Manager, General Manager, Chief Executive Officer, Secretary or Manager, to undertake duties the major and substantial part of which is responsibility for the duties of the employees as defined

[Definition of **award-based transitional instrument** inserted by [PR994455](#) from 01Jan10]

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

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

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

[Definition of **Commission** deleted by [PR994455](#) from 01Jan10]

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 operation of a 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 XX** of Schedule L-Specific provisions in respect of clubs.

[Definition of **default fund employee** inserted by [PR545964](#) ppc 01Jan14]

default fund employee means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of **defined benefit member** inserted by [PR545964](#) ppc 01Jan14]

defined benefit member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of **Division 2B State award** inserted by [PR505248](#) ppc 01Jan11]

Division 2B State award has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **Division 2B State employment agreement** inserted by [PR505248](#) ppc 01Jan11]

Division 2B State employment agreement has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **employee** substituted by [PR994455](#), [PR997772](#) from 01Jan10]

employee means national system employee within the meaning of the Act

[Definition of **employer** substituted by [PR994455](#), [PR997772](#) from 01Jan10]

employer means national system employer within the meaning of the Act

Hospitality Industry (General) Award 2010

[Definition of **enterprise award** deleted by [PR994455](#) from 01Jan10]

[Definition of **enterprise award-based instrument** inserted by [PR994455](#) from 01Jan10]

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

[Definition of **exempt public sector superannuation scheme** inserted by [PR545964](#) ppc 01Jan14]

exempt public sector superannuation scheme has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

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

[Definition of **NAPSA** deleted by [PR994455](#) from 01Jan10]

[Definition of **managerial staff (hotels)** inserted by [PR540249](#) ppc 15Aug13]

Managerial Staff (Hotels) means an employee within the Managerial Staff (Hotels) classification level as defined in Schedule D

[Definition of **MySuper product** inserted by [PR545964](#) ppc 01Jan14]

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

[Definition of **NES** substituted by [PR994455](#) from 01Jan10]

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

[Definition of **on-hire** inserted by [PR994455](#) from 01Jan10]

on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

[Definition of **ordinary hourly rate** inserted by [PR540249](#) ppc 15Aug13]

ordinary hourly rate means the employee's applicable minimum hourly wage rate in clause [20.120.1](#)

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 beverages with access to recreation facilities for guests, and includes an offshore island resort

[Definition of **restaurant** substituted by [PR994455](#) from 01Jan10]

restaurant means a restaurant, reception centre, night club, licensed cafe and licensed roadhouse and includes any tea room or cafe

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

Hospitality Industry (General) 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

[Definition of **standard hourly rate** inserted by [PR540249](#) ppc 15Aug13]

standard hourly rate means the minimum hourly wage for a level 4 classification (Cook (tradesperson) grade 3) clause 20.1

[Definition of **standard weekly rate** varied by [PR540249](#) ppc 15Aug13]

standard weekly rate means the minimum weekly wage for a level 4 rate (Cook (tradesperson) grade 3) in clause 20.1

[Definition of **transitional minimum wage instrument** inserted by [PR994455](#) from 01Jan10]

transitional minimum wage instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

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

4. Coverage

[Varied by [PR991389](#), [PR992056](#), [PR994455](#)]

4.1 This industry award covers employers throughout Australia in the hospitality industry and their employees in the classifications within Schedule D—Classification Definitions or Schedule L - Specific Provisions in respect of Clubs to the exclusion of any other modern award. The award does not cover employers in the following industries:

~~(a) clubs registered or recognised under State or Territory legislation;~~

~~(b)(a)~~ boarding schools;

~~(e)(b)~~ residential colleges;

~~(d)(c)~~ hospitals;

~~(e)(d)~~ orphanages;

~~(f)(e)~~ 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 *City of Brisbane Act 1924* (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);

~~(g)(f)~~ catering by a restaurant business;

~~(h)(g)~~ theme parks;

~~(i)(h)~~ in-flight catering for airlines;

[4.1(j) substituted by [PR994455](#) from 01Jan10]

~~(j)(i)~~ restaurants covered by the *Fast Food Industry Award 2010*, ~~the *Registered and Licensed Clubs Award 2010*~~ or the *Restaurant Industry Award 2010*;

Hospitality Industry (General) Award 2010

- ~~(k)~~(j) contract cleaning undertaken by companies not operating exclusively in the hospitality industry;
- ~~(l)~~(k) catering services provided by aged care employers (except where these services are provided by a hospitality industry employer for or within an aged care facility);
- ~~(m)~~(l) _____ contract security, contract gardening or contract maintenance provided by an external provider, whose primary business falls outside the hospitality operation; and
- ~~(n)~~(m) _____ businesses primarily concerned with the sale of petroleum or mixed functions involving the sale of petroleum.

[4.5 renumbered as 4.2 and substituted by [PR994455](#) from 01Jan10]

4.2 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; liquor booths; resorts; caterers; restaurants operated in or in connection with premises owned or operated by employers otherwise covered by this award; casinos; clubs and function areas and convention or like facilities operating in association with the aforementioned.

[4.2 renumbered as 4.3 by [PR994455](#) from 01Jan10]

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

[4.3 renumbered as 4.4 and substituted by [PR994455](#) from 01Jan10]

4.4 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 and 4.6 deleted by [PR994455](#) from 01Jan10]

[New 4.5, 4.6, 4.7 and 4.8 inserted by [PR994455](#) from 01Jan10]

4.5 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.

4.6 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

4.7 This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

4.8 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;
- (d) employees employed by an employer other than the club, where the employer operates a golf pro shop, driving range or other golfing facility, or provides golf coaching or other similar services, which are accessible to the general public;
- (e) thoroughbred, harness, trotting and greyhound racing clubs and their employees in relation to operations covered by the *Racing Clubs Events Award 2010*; or
- (f) club honorary secretaries;
- (g) employees of employers who are covered by the following awards:
 - *Cleaning Services Award 2010*;
 - *Racing Industry Ground Maintenance Award 2010*; or
 - *Security Services Industry Award 2010*.

4.74.9 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

[Varied by [PR994455](#), [PR542129](#)]

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;

Hospitality Industry (General) Award 2010

- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

[7.2 varied by [PR542129](#) ppc 04Dec13]

7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

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

[7.3(b) substituted by [PR994455](#) from 01Jan10; varied by [PR542129](#) ppc 04Dec13]

- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

[7.4 substituted by [PR994455](#) from 01Jan10]

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 deleted by [PR994455](#) from 01Jan10]

[7.6 renumbered as 7.5 by [PR994455](#) from 01Jan10]

7.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

[New 7.6 inserted by [PR994455](#) from 01Jan10]

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

Hospitality Industry (General) Award 2010

must take measures, including translation into an appropriate language, to ensure that the employee understands the proposal.

7.8 The agreement may be terminated:

[7.8(a) varied by [PR542129](#) ppc 04Dec13]

- (a) by the employer or the individual employee giving 13 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.

[Note inserted by [PR542129](#) ppc 04Dec13]

Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the *Fair Work Act 2009* (Cth)).

[New 7.9 inserted by [PR542129](#) ppc 04Dec13]

7.9 The notice provisions in clause 7.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 7.8(a), subject to four weeks' notice of termination.

[7.9 renumbered as 7.10 by [PR542129](#) ppc 04Dec13]

7.10 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

[8—Consultation regarding major workplace change renamed and substituted by [PR546288](#) ppc 01Jan14]

8.1 Consultation regarding major workplace change

(a) Employer to notify

- (i) 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.
- (ii) **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

Hospitality Industry (General) Award 2010

alteration of any of these matters an alteration is deemed not to have significant effect.

(b) Employer to discuss change

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1(a), 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.
- (ii) 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(a).
- (iii) 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.

8.2 Consultation about changes to rosters or hours of work

- (a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The employer must:
 - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

9. Dispute resolution

[Varied by [PR994455](#), [PR542129](#)]

- 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

Hospitality Industry (General) Award 2010

in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

[9.2 varied by [PR994455](#), [PR542129](#) ppc 04Dec13]

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 Fair Work Commission.

[9.3 varied by [PR994455](#), [PR542129](#) ppc 04Dec13]

9.3 The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

[9.4 varied by [PR994455](#), [PR542129](#) ppc 04Dec13]

9.4 Where the matter in dispute remains unresolved the Fair Work 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

[Varied by [PR992056](#); substituted by [PR598473](#) ppc 01Jan18]

- 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 is employed in a classification in **Schedule D—~~Classification Definitions~~—Classification Definitions** and who:
- (a) is engaged to work at least 8 and less than 38 ordinary hours per week or, where the employer operates a roster, an average of at least 8 and fewer than 38 hours per week over the roster cycle;
 - (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 upon:
- (a) the number of hours of work which is guaranteed to be provided and paid to the employee each week or, where the employer operates a roster, the number of hours of work which is guaranteed to be provided and paid to the employee over the roster cycle (**the guaranteed hours**); and
 - (b) the days of the week, and the periods in each of those days, when the employee will be available to work the guaranteed hours (**the employee's availability**).
- 12.4** Any change to the guaranteed hours may only occur with the written consent of the part-time employee.
- 12.5** The employer may roster the working of the employee's guaranteed hours and any additional hours in accordance with **clause 29.2—~~Part-time employees~~Part-time employees** and **clause 30—~~Rostering~~Rostering**, provided that:
- (a) the employee may not be rostered for work for any hours outside the employee's availability; and
 - (b) the employee must have two days off each week.
- 12.6** Where a part-time employee has over a period of at least 12 months regularly worked a number of ordinary hours that is in excess of the guaranteed hours, the employee may request in writing that the employer agree to increase the guaranteed hours. If the employer agrees to the request, the new agreement concerning guaranteed hours will be recorded in writing. The employer may refuse the request only upon reasonable business grounds, and such refusal must be provided to the employee in writing and specify the grounds for refusal.
- 12.7** Where there has been a genuine and ongoing change in the employee's personal circumstances, the employee may alter the days and hours of the employee's availability on 14 days' written notice to the employer. If the alteration to the employee's availability cannot reasonably be accommodated by the employer within the guaranteed hours then, despite clause 12.4, those guaranteed hours will no longer apply and the employer and the employee will need to reach a new agreement in writing concerning guaranteed hours in accordance with clause 12.3(a).

- 12.8** All time worked in excess of:
- (a) 38 hours per week or, where the employee works in accordance with a roster, an average of 38 hours per week over the roster cycle; or
 - (b) the maximum hours limitations specified in clause 29.2; or
 - (c) the employee's rostered hours;
- will be overtime and paid for at the rates prescribed in **clause 33.3—Overtime rates**~~Overtime rates~~.
- 12.9** An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 13.
- 12.10** 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.
- 12.11** A part-time employee who immediately prior to 1 January 2018 has a written agreement with their employer for a regular pattern of hours is entitled to continue to be rostered in accordance with that agreement, unless that agreement is replaced by a new written agreement made in accordance with clause 12.3.

13. Casual employment

[Varied by [PR598473](#)]

- 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 substituted by [PR598473](#) ppc 01Jan18]

- 13.2** A casual employee may be engaged to work:
- (a) for a maximum of 12 hours per day or per shift;
 - (b) for a maximum of 38 hours per week or, where the casual employee works in accordance with a roster, an average of 38 hours per week over the roster cycle (which may not exceed 4 weeks).

[13.3 inserted by [PR598473](#) ppc 01Jan18]

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

[13.4 inserted by [PR598473](#) ppc 01Jan18]

- 13.4** All time worked in excess of the hours prescribed in clause 13.2 will be overtime and paid for at the rates prescribed in **clause 33.3—Overtime rates**~~Overtime rates~~.

[13.3 renumbered as 13.5 by [PR598473](#) ppc 01Jan18]

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

[13.4 renumbered as 13.6 by [PR598473](#) ppc 01Jan18]

13.6 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.

Hospitality Industry (General) Award 2010

- (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 varied by [PR559284](#)]

- 14.1 Apprentices will be engaged in accordance with relevant apprenticeship legislation and be paid in accordance with clause ~~20.5-20.4~~.
- 14.2 An apprentice under the age of 18 years must not, without their consent, be required to work overtime or shift work.

[14.3 to 14.11 inserted by [PR559284](#) ppc 01Jan15]

- 14.3 No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.
- 14.4 Except as provided in this clause or where otherwise stated, all conditions of employment specified in this award apply to apprentices.
- 14.5 Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.
- 14.6 For the purposes of clause 14.5, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- 14.7 The amount payable by an employer under clause 14.5 may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.
- 14.8 All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library)

Hospitality Industry (General) Award 2010

for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.

- 14.9** An employer may meet its obligations under clause 14.8 by paying any fees and/or cost of textbooks directly to the RTO.
- 14.10** An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- 14.11** Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This subclause operates subject to the provisions of Schedule G—School-based Apprenticeship.

15. Junior employees

[15.1 substituted by [PR994907](#) ppc 10Mar10]

- 15.1** Junior employees will be paid in accordance with clause ~~20.6~~-~~20.5~~. Where the law permits, junior employees may be employed as liquor service employees (being persons employed to sell or dispense liquor in bars and/or bottle departments or shops, as well as cellar employees or other places where liquor is sold) and 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

[Varied by [PR540249](#)]

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

16.2 Notice of termination by an employee

[16.2 renumbered as 16.2(a) by [PR540249](#) ppc 15Aug13]

- (a) 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.

[new 16.2(b) inserted by [PR540249](#) ppc 15Aug13]

- (b) If an employee gives notice of termination in accordance with clause 16.2(a), the employer may, at its discretion, elect to make a payment in lieu of the employee working for all or part of the notice period. The payment must be equivalent to the amount the employer would have been otherwise required to make pursuant to s.117 of the Act had the employer terminated the employee's employment.

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

[Varied by [PR994455](#), [PR505248](#), [PR561478](#)]

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 – NAPSA employees

[17.5 substituted by [PR994455](#); renamed by [PR505248](#); deleted by [PR561478](#) ppc 05Mar15]

17.6 Transitional provisions – Division 2B State employees

[17.6 inserted by [PR505248](#); deleted by [PR561478](#) ppc 05Mar15]

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 D—Classification Definitions and Schedule L-Specific Provisions in respect of Clubs. However, outdoor employees employed by a club will give priority to the caring of the greens and they will not be compelled to perform duties associated with or in the club house.

19. Classifications

The definitions of the classification levels in clause 20—Minimum wages are contained in Schedule D—Classification Definitions and Schedule L-Specific Provisions in respect of Clubs.

20. Minimum wages

[Varied by [PR992056](#), [PR994455](#), [PR997888](#), [PR509040](#), [PR514972](#), [PR522871](#), [PR536674](#), [PR540249](#), [PR540578](#), [PR544256](#), [PR551597](#), [PR566676](#), [PR579759](#), [PR592104](#)]

20.1 General

[20.1 varied by [PR994455](#) from 01Jan10; [PR997888](#), [PR509040](#), [PR514972](#), [PR522871](#), [PR536674](#), [PR551597](#), [PR566676](#), [PR579759](#), [PR592104](#) ppc 01Jul17]

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 D—Classification Definitions or Schedule L-Specific Provisions in respect of Clubs, 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:

(i) -the additional allowance for a fork-lift driver (other than clubs) set out in clause 21.2(a);

~~(ii)~~ (ii) in respect of a club employee, the first aid allowance set out in clause 21.2 (b).

Level	Classification	Minimum weekly wage \$	Minimum hourly wage \$
Introductory		694.90	18.29
Level 1	Food and beverage attendant grade 1	714.90	18.81
	Guest service grade 1		
	Kitchen attendant grade 1		
Level 2	Clerical grade 1	742.30	19.53
	Cook grade 1		
	Door person/security officer grade 1		

Hospitality Industry (General) Award 2010

Level	Classification	Minimum weekly wage \$	Minimum hourly wage \$
	Food and beverage attendant grade 2		
	Front office grade 1		
	Guest service grade 2		
	Kitchen attendant grade 2		
	Leisure attendant grade 1		
	Gardener <u>Maintenance and horticultural employee</u> grade 1		
	Storeperson grade 1		
Level 3	Clerical grade 2	767.80	20.21
	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		
	<u>Maintenance and horticultural employee</u> Gardener grade 2		
	Storeperson grade 2		
	Timekeeper/security officer grade 2		
Level 4	Clerical grade 3	809.10	21.29
	Cook (tradesperson) grade 3		
	Food and beverage attendant (tradesperson) grade 4		
	Front office grade 3		
	Guest service grade 4		
	Leisure attendant grade 3		
	<u>Maintenance and horticultural employee</u> Gardener grade 3 (tradesperson)		
	Storeperson grade 3		
Level 5	Clerical supervisor	859.80	22.63
	Cook (tradesperson) grade 4		
	Food and beverage supervisor		

Hospitality Industry (General) Award 2010

Level	Classification	Minimum weekly wage \$	Minimum hourly wage \$
	Front office supervisor		
	Guest service supervisor		
	<u>Maintenance and horticultural employee</u> Gardener grade 4 (tradesperson)		
Level 6	Cook (tradesperson) grade 5	882.80	23.23

20.2 Managerial staff (Hotels)

[20.2 varied by [PR997888](#), [PR509040](#), [PR522871](#), [PR536674](#); renamed and substituted by [PR540249](#) ppc 15Aug13; corrected by [PR540578](#) ppc 15Aug13; varied by [PR551597](#), [PR566676](#), [PR579759](#), [PR592104](#) ppc 01Jul17]

The minimum annual salary payable to employees within the Managerial Staff (Hotels) classification level within Schedule D, will be \$45,987 per annum.

20.3 Casino gaming classifications

[20.3 varied by [PR997888](#), [PR509040](#), [PR522871](#), [PR536674](#), [PR551597](#); substituted by [PR566676](#) ppc 01Jul15; varied by [PR579759](#), [PR592104](#) ppc 01Jul17]

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 D—Classification Definitions, for the work on which the employee is engaged:

Level	Classification	Minimum weekly rate \$
	Introductory	714.90
Level 1	Casino electronic gaming employee grade 1	758.20
Level 2	Casino electronic gaming employee grade 2	783.70
	Casino equipment technician grade 1	
	Casino table gaming employee grade 1	
	Customer liaison officer	
	Gaming finance employee grade 1	
Level 3	Casino equipment technician grade 2	809.10
	Gaming finance employee grade 2	
	Security officer grade 1	
Level 3A	Casino table gaming employee grade 2	847.10
Level 4	Casino equipment technician grade 3	859.80
	Gaming finance employee grade 3	

Hospitality Industry (General) Award 2010

	Security officer grade 2	
Level 5	Casino table gaming employee grade 3	885.40
	Gaming finance employee grade 4	
Level 6	Casino table gaming employee grade 4	910.80
	Gaming finance employee grade 5	
	Surveillance operator	

20.4 Club specific classifications

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 L-Specific Provisions in respect of Clubs, 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 first aid allowance set out in clause 21.2 (b).

<u>Level</u>	<u>Classification</u>	<u>Minimum weekly wage</u> <u>\$</u>	<u>Minimum hourly wage</u> <u>\$</u>	<u>Annual salary (where applicable)</u>
<u>Level 2</u>	<u>Child care worker grade 1</u>	<u>742.30</u>	<u>19.53</u>	
<u>Level 5</u>	<u>Child care worker grade 2</u>	<u>859.80</u>	<u>22.63</u>	
<u>Level 6</u>	<u>Club manager of a club with a gross annual revenue of less than \$500,000</u>	<u>882.80</u>	<u>23.23</u>	
	<u>Child care worker grade 3</u>			
<u>Level 7</u>	<u>Level A manager</u>	<u>905.00</u>	<u>23.82</u>	<u>47,189</u>
<u>Level 8</u>	<u>Level B manager</u>	<u>943.30</u>	<u>24.82</u>	<u>49,186</u>
	<u>Maintenance and horticultural management level 1</u>			
<u>Level 9</u>	<u>Level C manager</u>	<u>955.80</u>	<u>25.15</u>	<u>49,838</u>
<u>Level 10</u>	<u>Level D manager</u>	<u>990.90</u>	<u>26.08</u>	<u>51,668</u>
<u>Level 11</u>	<u>Level E manager</u>	<u>1027.10</u>	<u>27.03</u>	<u>53,556</u>
	<u>Maintenance and horticultural management level 2</u>			
<u>Level 12</u>	<u>Level F manager</u>	<u>1092.10</u>	<u>28.74</u>	<u>56,945</u>
<u>Level 13</u>	<u>Level G manager</u>	<u>1113.40</u>	<u>29.30</u>	<u>58,056</u>

20.420.5 Apprentice wages

(a) **Cooking and maintenance and horticultural apprenticeships**

- (i) A person who has completed a full apprenticeship for cooking or maintenance and horticulture must be paid not less than the standard weekly rate.
- (ii) An employee apprenticed in the cooking or maintenance and horticultural trades will be paid the percentage of the standard weekly 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 weekly rate.
- (ii) An employee apprenticed in the waiting trade will be paid the standard weekly 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 20.1 and the <u>standard weekly rate</u> ; and
Fourth six months	Midway between the total rate prescribed for third six months, above, and the <u>standard weekly rate</u> .

(c) **Proficiency payments—cooking trade**

(i) **Application**

Proficiency pay as set out in clause ~~20.5(c)(ii)–20.4(e)(ii)~~ will apply to apprentices who have successfully completed their schooling in a given year.

(ii) **Payments**

Apprentices must receive the standard weekly 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;

Hospitality Industry (General) Award 2010

- thereafter, the [standard weekly rate](#).

(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 weekly rate](#).

(3) on all three occasions:

- for the entire fourth year, the [standard weekly rate](#).

(d) **Proficiency payments—waiting trade**

(i) **Application**

Proficiency pay as set out in clause ~~20.5(d)(ii)~~ ~~20.4(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 weekly rate](#) during the latter half of the second year of apprenticeship.

(e) **Adult apprentices**

[20.4(e) inserted by [PR544256](#) ppc 01Jan14]

- (i) The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the first year of their apprenticeship must be 80% of the minimum wage for Level 4 in clause 20.1, or the rate prescribed by clause ~~20.5(a) or 20.5(b)~~ ~~20.4(a) or 20.4(b)~~ for the relevant year of the apprenticeship, whichever is the greater.
- (ii) The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be the rate for the lowest adult classification in clause 20.1, or the rate prescribed by clause ~~20.5(a) or 20.5(b)~~ ~~20.4(a) or 20.4(b)~~ for the relevant year of the apprenticeship, whichever is the greater.
- (iii) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least six months as a full-time employee or twelve months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 20.1 or 20.3 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

~~20.5~~**20.6 Juniors (Other than Clubs)**

(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:

Hospitality Industry (General) Award 2010

Age	% of adult rate
16 years and under	50
17 years	60
18 years	70
19 years	85
20 years	100

(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	% of adult rate
Under 16 years	45
16 years	55
17 years	65
18 years	75
19 years	90
20 years	100

21. Allowances

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](#).

[Varied by [PR994455](#), [PR998103](#), [PR505248](#), [PR509162](#), [PR522992](#), [PR536795](#), [PR540249](#), [PR540578](#), [PR551718](#), [PR561478](#), [PR566817](#), [PR579513](#), [PR592266](#)]

21.1 Expenses incurred in the course of employment

(a) Meal allowance **(Employees other than Club Managers)**

[21.1(a)(i) varied by [PR998103](#), [PR509162](#), [PR522992](#), [PR536795](#), [PR551718](#), [PR566817](#), [PR579513](#), [PR592266](#) ppc 01Jul17]

- (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 be paid an allowance of \$12.71.
- (ii) 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

Hospitality Industry (General) Award 2010

than the amount advised, they must be paid as prescribed above 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.
- (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, 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 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 21.1(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) **Uniform/laundry allowance—catering employees, including airport catering employees**

Where a catering employer requires any employee to wear any special uniform, dress or 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. Unless such uniform, dress or clothing is laundered by the employer, the employee will be paid a laundry allowance of \$6.00 per week; and in

Hospitality Industry (General) Award 2010

the case of regular part-time employees and casual employees, \$2.05 for each uniform laundered.

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.

(d) **Laundry allowance—motel employees**

Where any employee is required to wear a special uniform such uniform must be provided and laundered by the employer free of cost to the employee or if mutually agreed that the employee will launder such uniform the employer must pay the employee an allowance of \$2.40 per uniform laundered with a maximum of \$7.45 per week.

(e) **Vehicle allowance**

[21.1(e) varied by [PR522992](#), [PR536795](#), [PR540249](#) ppc 15Aug13; corrected by [PR540578](#) ppc 15Aug13; varied by [PR551718](#) ppc 01Jul14]

Employees defined as Managerial Staff (Hotels) **or club employees** who are 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 \$0.78 for 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.

(f) **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.

(g) **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.

(h) **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.

(i) **Travel allowance—airport catering employees**

[21.1(i) varied by [PR522992](#), [PR536795](#), [PR551718](#) ppc 01Jul14]

All employees engaged by airport catering employers must be paid a travelling allowance of \$6.68 for each day the employee attends work.

(j) **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	Clothing and footwear group
Vehicle/travel allowance	Private motoring sub-group

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

(a) **Fork-lift driver (Other than Clubs)**

[21.2(a) varied by [PR540249](#) ppc 15Aug13]

In addition to the wage rates set out in clause 20.1, a fork-lift driver must be paid an additional allowance, per week, equal to 1.5% of the [standard weekly rate](#) for all purposes. A part-time or casual fork-lift driver must be paid an additional allowance, per day, equal to 0.3% of the standard weekly rate, to a maximum of 1.5% of the standard weekly rate per week.

(b) **First aid allowance**

[21.2(b) varied by [PR540249](#) ppc 15Aug13]

A full-time 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 must be paid an additional allowance, per week, equal to 1.2% of the [standard weekly rate](#) if they are appointed by the employer to perform first aid duty.

A part-time or casual employee so appointed must be paid an additional allowance, per day, equal to 0.24% of the standard weekly rate, to a maximum of 1.2% of the standard weekly rate per week.

(c) **Airport catering**

The following supervisory allowances are payable for employees of airport catering employers, and are to be treated as part of the wage rate for all award payment calculations:

Hospitality Industry (General) Award 2010

Supervisory allowance	% of the <u>standard rate</u> per week
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A person required to supervise:

up to 5 employees	2.00
6 to 10 employees	2.75
11 to 20 employees	3.10
more than 20 employees	5.20

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

(a) **Broken periods of work (Other than Clubs)**

[21.3(a) substituted by [PR994455](#) from 01Jan10]

Employees other than casuals who have a broken work day must receive an additional allowance as follows:

- where the time between periods of work is two hours and up to three hours—an allowance per day equal to 0.33% of the standard weekly rate; or
- where the time between periods of work is more than three hours—an allowance per day equal to 0.5% of the standard weekly rate.

(b) **Overnight stay allowance**

Where an employee is requested to stay on the employer's premises for the purpose of providing prompt assistance to guests outside of ordinary business operating hours, the following arrangements will apply:

- (i) The employee will be paid an amount equal to 6% of the standard weekly rate per overnight stay period;
- (ii) This payment will be deemed to provide compensation for the overnight stay and also includes compensation for all work necessarily undertaken by an employee up to an hour's duration;
- (iii) Any work necessarily performed during an overnight stay period by an employee in excess of a total of one hour's duration must be paid for at the rate of 150%; and
- (iv) Time worked in accordance with this provision will not be taken into account for the purposes of hours of work, overtime, leave accruals and the like.

21.4 District allowances

[21.4 varied by [PR994455](#); deleted by [PR561478](#) ppc 05Mar15]

21.5 Accident pay

Hospitality Industry (General) Award 2010

[21 varied by [PR994455](#); substituted by [PR505248](#); deleted by [PR561478](#) ppc 05Mar15]

22. Supported wage system

[Varied by [PR992056](#)]

See Schedule E

23. National training wage

[Varied by [PR992056](#); substituted by [PR593806](#) ppc 01Jul17]

23.1 Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.

23.2 This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2017. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Hospitality Industry (General) Award 2010* and not the *Miscellaneous Award 2010*.

24. School-based apprenticeship

[Varied by [PR992056](#)]

See Schedule G

25. Higher duties

[Mixed functions renamed as Higher duties by [PR994455](#) from 01Jan10]

25.1 Except for Food and beverage attendants grade 2 and 3 as defined in Schedule D—Classification Definitions 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.

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

26. Payment of wages

[26 varied by [PR588641](#)]

26.1 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.

26.2 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 the employee's bank account by electronic funds transfer, without cost to the employee.

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

[26.4 substituted by [PR588641](#) ppc 16Dec16]

26.4 Where an employee is paid their wages by cash or cheque and the employee is left waiting at the workplace to be paid for more than 15 minutes, the employee must be paid overtime rates after that 15 minutes for the duration spent waiting at the workplace.

26.5 Employees who are not paid by electronic funds transfer and 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.

27. Salary arrangements (Other than Clubs)

[27—Annualised salary arrangements renamed as Salary arrangements and substituted by [PR540249](#) ppc 15Aug13; corrected by [PR540578](#) ppc 15Aug13; varied by [PR551597](#), [PR566676](#), [PR579759](#), [PR592104](#)]

27.1 Annualised Salary (Employees other than Managerial Staff (Hotels))

This clause applies to employees other than those classified as Managerial Staff (Hotels).

- (a) As an alternative to being paid by the week according to clause 20—Minimum wages, by agreement between the employer and the employee, the employer may pay the employee at a rate equivalent to an annual salary of at least 25% or more above the rate prescribed in clause 20—Minimum wages, times 52 for the work being performed. The employer and the individual employee must genuinely make the agreement without coercion or duress.
- (b) An agreement provided for in subclause 27.1(a) will:
 - (i) have regard to the pattern of work in the employee's occupation, industry or enterprise but must not disadvantage the employee involved; and
 - (ii) unless the parties otherwise agree, relieve the employer of the requirements under clauses 32—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 will be 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.
- (c) 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.

Hospitality Industry (General) Award 2010

- (d) 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 paid time off that is of equal length to the time worked on the public holiday or the equal length of time worked to be added to their annual leave entitlement.
- (e) 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.

27.2 Salaries absorption (Managerial Staff (Hotels))

This clause applies to those employees classified as Managerial Staff.

[27.2(a) varied by [PR551597](#), [PR566676](#), [PR579759](#), [PR592104](#) ppc 01Jul17]

- (a) Managerial Staff who are paid a salary of 25% in excess of the minimum annual salary rate of \$45,987 per annum as in clause ~~020.2~~ (in receipt of a salary of at least \$57,484 per annum), will not be entitled to the benefit of the terms and conditions within the following clauses:
 - clause 12—Part-time employment;
 - clause 21—Allowances;
 - clause 29—~~Ordinary hours of work (Full-time and part-time employees); Ordinary hours of work (Full-time and part-time employees)~~
 - clause 31—Breaks;
 - clause 32—Penalty rates;
 - clause 33—Overtime;
 - clause 34.2—Payment for annual leave;
 - clause 37.1(b)(i)—Additional arrangements for full-time employees (on public holidays);
 - clause 39—Provision of employee accommodation and meals.
- (b) An employee being paid according to clause 27.2(a) will be entitled to a minimum of eight days off per four week cycle.
- (c) An employee being paid according to clause 27.2(a) who works on a public holiday will be entitled to paid time off that is of equal length to the time worked on the public holiday. This time is to be taken within 28 days of accruing it.
- (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 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.

- (e) Managerial Staff will be reimbursed for all monies reasonably expended for and on behalf of the employer subject to hotel policy or approval.

27.3 Payment of salaries

In such circumstances and despite clause 26.2, where an employee is being paid in accordance with clause 27.1 or clause 27.2, the employer may elect to pay the employee monthly.

28. Superannuation

[Varied by [PR990534](#), [PR992056](#), [PR994455](#), [PR530234](#), [PR533914](#), [PR545964](#), [PR549532](#), [PR561478](#)]

28.1 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.

28.2 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~~ An employer, other than a club employer, must make contributions for each employee for such month where the employee earns \$350.00 or more in a calendar month.

28.3 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 28.2.
- (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 28.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 28.3(a) or (b) was made.

28.4 Superannuation fund

[28.4 varied by [PR994455](#) from 01Jan10]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 28.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 28.2 and pay the amount authorised under clauses 28.3(a) and (b) to one of the following superannuation funds or its successor:

- (a) HOST-PLUS;
- (b) Sunsuper;
- (c) InTrust Super;

[28.4(d) deleted by [PR545964](#) ppc 01Jan14]

[New 28.4(e) inserted by [PR533914](#) ppc 11Feb13; renumbered as 28.4(d) by [PR545964](#) ppc 01Jan14]

- (d) Club Plus Superannuation Pty Ltd;

[28.4(e) renumbered as 28.4(f) by [PR533914](#) ppc 11Feb13; deleted by [PR545964](#) ppc 01Jan14]

[28.4(f) substituted by [PR530234](#) ppc 26Oct12; renumbered as 28.4(g) by [PR533914](#); renumbered as 28.4(e) by [PR545964](#) ppc 01Jan14]

- (e) CareSuper;

[New 28.4(f) inserted by [PR549532](#) ppc 01Jan14]

- (f) Westscheme Superannuation Fund;

[28.4(g) renumbered as 28.4(h) by [PR533914](#); renumbered as 28.4(f) and varied by [PR545964](#) ppc 01Jan14; renumbered as 28.4(g) by [PR549532](#) ppc 01Jan14]

- (g) 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 and is a fund that offers a MySuper product or is an exempt public sector scheme; or

[New 28.4(g) inserted by [PR545964](#) ppc 01Jan14; renumbered as 28.4(h) by [PR549532](#) ppc 01Jan14]

- ~~(h)~~ Club Super;

- ~~(i)~~ Tasplan;

- ~~(j)~~ AustralianSuper;

- ~~(h)~~~~(k)~~ a superannuation fund or scheme which the employee is a defined benefit member of.

28.5 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 28.2 and pay the amount authorised under clauses 28.3(a) or (b):

- (a) **Paid leave**—while the employee is on any paid leave;

[28.5(b) varied by [PR561478](#) ppc 05Mar15]

- (b) **Work-related injury or illness**—in respect of any employee entitled to accident pay 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

29. Ordinary hours of work (Full-time and part-time employees)

[29—Ordinary hours of work renamed as Ordinary hours of work (Full-time and part-time employees) and substituted by [PR540249](#); corrected by [PR540578](#); varied by [PR598473](#)]

29.1 Full-time employees

- (a) 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 day 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 each four week period with a minimum of eight days off each four week period;
 - 160 hours each four week period with a minimum of eight days off each four week period plus a rostered day off;
 - any combination of the above.
- (b) 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 29.1(a) and must meet the following conditions:
- (i) 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.
 - (ii) 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 immediately following.
 - (iii) No more than eight days of more than 10 hours may be worked in a four week period.
 - (iv) Where broken shifts are worked the spread of hours can be no greater than 12 hours per day.

Hospitality Industry (General) Award 2010

- (c) In addition to the conditions set out under clause 29.1(b), where the agreed hours of work arrangement provides for 160 hours per four week period with a rostered day off, the arrangement will be subject to the following:
- (i) No employee is to work more than 10 days in a row without a rostered day off.
 - (ii) Where practicable the rostered day off must be contiguous with an employee's normal days off.
 - (iii) Rostered days may be banked, up to a maximum of five days.
 - (iv) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - (v) 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.
 - (vi) 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.
- (d) In addition to the conditions set out under clause 29.1(b), where the agreed hours of work arrangement provides for 152 hours each four week period, the arrangement will be subject to the following:
- (i) No employee is to work more than 10 days in a row without a rostered day off;
 - (ii) Where an employee works more than 20 days 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.

29.2 Part-time employees

[29.2 varied by [PR598473](#) ppc 01Jan18]

A part-time employee's rostered hours of work under clause 12.5 must meet the following conditions:

- (a) A minimum of three 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 immediately following.
- (c) No more than eight days of more than 10 hours may be worked in a four week period.
- (d) Where broken shifts are worked the spread of hours can be no greater than 12 hours per day.

29.3 Catering in remote locations

- (a) Notwithstanding clauses 29.1(a) to 29.1(d) catering employers servicing clients in remote locations, may schedule work over consecutively recurring cycles followed by consecutive non-working days. Such work cycles will only be altered or introduced by agreement between an employer and the majority of their employees.
- (b) The total ordinary hours of work during a cycle will not exceed 40 hours multiplied by the number of working and non-working weeks in the cycle.
- (c) Overtime rates will be paid for any time in excess of eight hours per day or in excess of the total ordinary hours prescribed in clause 29.3(a)
- (d) Wages may be paid according to a weekly average of the ordinary hours worked even though more or less than 40 ordinary hours may be worked in any particular week of the work cycle.
- (e) An employee whose hours of duty are worked in accordance with this clause will accrue an entitlement to paid accrued days off in accordance with the provisions of clause 29.1(c).
- (f) An employee will have no entitlement to payment for the non-working days.

29.4 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 who 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.~~

(a) 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.

(b) Make-up time arrangements must comply with the conditions set out in clauses 31—Breaks and 32—Penalty rates.

(c) The employer must record make-up time arrangements in the time and wages records.

30. Rostering

[Varied by [PR540249](#)]

[30.1 substituted by [PR540249](#) ppc 15Aug13]

30.1 A roster for full-time and part-time employees must be prepared by the employer and must be posted in a conspicuous place accessible to the employees concerned indicating:

- (a) The name of each employee concerned and their starting and finishing times; and

- (b) 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.

30.2 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.

31. Breaks (Other than Clubs)

[31 substituted by [PR540249](#) ppc 15Aug13; corrected by [PR540578](#) ppc 15Aug13]

31.1 Breaks

An employee (including a casual employee) who is required to work a shift of more than five hours and up to six hours may elect to take an unpaid meal break of up to 30 minutes during the shift and the employer shall not unreasonably refuse the request.

31.2 Longer shifts

- (a) If the employee is required to work a shift of more than six hours and up to eight hours, the employee is entitled to an unpaid meal break of no less than 30 minutes. The unpaid break may be taken no earlier than two hours after starting work and no later than six hours of starting work.
- (b) If the employee is required to work a shift of more than eight hours and up to 10 hours, the employee is entitled to an unpaid break of no less than 30 minutes and an additional 20 minute paid break (which may be taken as two 10 minute paid breaks).

The unpaid break may be taken no earlier than 2 hours after starting work and no later than six hours after starting work. Breaks should be spread evenly across the shift.

- (c) If the employee is required to work a shift exceeding 10 hours, the employee is entitled to an unpaid break of no less than 30 minutes and two 20 minute paid breaks. The unpaid break may be taken no earlier than two hours after starting work and no later than 6 hours after starting work. Breaks should be spread evenly across the shift.

31.3 Request for unpaid meal break

- (a) Where an employee elects to take an unpaid break, the request must be made in writing no later than at the commencement of a shift and the employer shall not unreasonably refuse the request.
- (b) The written request will apply to all shifts undertaken by the employee of more than five hours, unless otherwise agreed between the employee and employer. This arrangement may be reviewed at any time.

31.4 Break not given

For a shift of more than six hours, if the employer does not release an employee for an unpaid meal break the employee shall be paid at the rate of 50% of the ordinary hourly rate extra for each hour or part of an hour from six hours after the employee started work until the employer gives the employee the unpaid meal break, or until the shift ends.

31.5 Entitlement to additional breaks

- (a) If the employer requires an employee to work more than five continuous hours after an unpaid break, the employer must give the employee an additional 20 minute paid break.

[31.5(b) corrected by [PR540578](#) ppc 15Aug13]

- (b) If the employer requires an employee to work more than two hours' overtime after the employee completes his or her rostered hours, the employer must give the employee an additional 20 minute paid break.

32. Penalty rates

[Varied by [PR994455](#), [PR540249](#), [PR540578](#), [PR593954](#)]

[32.1 substituted by [PR593954](#) ppc 01Jul17]

- 32.1** An employee performing work on the following days will be paid the following percentage of the minimum wage rate in clause 20—Minimum wages for the relevant classification:

	Full-time and part-time employees %	Casual employees (inclusive of 25% loading) %
Monday to Friday	100	125
Saturday (Other than Clubs)	125	150
<u>Saturday (Clubs)</u>		
<u>1 July 2018 – 30 June 2019</u>	<u>150</u>	<u>150</u>
<u>1 July 2019 – 30 June 2020</u>	<u>145</u>	<u>150</u>
<u>1 July 2020 – 30 June 2021</u>	<u>135</u>	<u>150</u>
<u>From 1 July 2021</u>	<u>125</u>	<u>150</u>
<u>Sunday (Other than Clubs)</u>		
<u>1 July 2017 – 30 June 2018</u>	<u>170</u>	<u>175</u>
<u>1 July 2018 – 30 June 2019</u>	<u>160</u>	<u>175</u>
<u>From 1 July 2019</u>	<u>150</u>	<u>175</u>
<u>Sunday (Clubs)</u>		
<u>1 July 2018 – 30 June 2019</u>	<u>175</u>	<u>175</u>
<u>1 July 2019 – 30 June 2020</u>	<u>170</u>	<u>175</u>
<u>1 July 2020 – 30 June 2021</u>	<u>160</u>	<u>175</u>
<u>From 1 July 2021</u>	<u>150</u>	<u>175</u>
<u>Public holiday</u>	<u>225</u>	<u>250</u>

32.2 Public holidays

[32.2 substituted by [PR994455](#) from 01Jan10]

[32.2(a) varied by [PR540249](#) ppc 15Aug13]

- (a) An employee other than a casual working on a public holiday will be paid for a minimum of four hours' work. A casual employee working on a public holiday will be paid for a minimum of two hours' work.

[32.2(b) varied by [PR540249](#) ppc 15Aug13; corrected by [PR540578](#) ppc 15Aug13; varied by [PR593954](#) ppc 01Jul17]

- (b) Employees (other than casuals) who work on a prescribed holiday may, by agreement, perform such work at their applicable ordinary hourly rate plus 25% additional loading rather than the penalty rate prescribed in clause 32.1, 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.

[32.2(c) substituted by [PR540249](#) ppc 15Aug13; varied by [PR593954](#) ppc 01Jul17]

- (c) An employee other than a casual working on Christmas Day when it falls on a weekend, and is not prescribed as a public holiday under the NES will be paid an additional loading of 25% of their applicable ordinary hourly rate for the hours worked on that day and will also be entitled to the benefit of a substitute day.

[32.3 deleted by [PR994455](#) from 01Jan10]

32.3 Other penalty

[32.4 renumbered as 32.3 by [PR994455](#) from 01Jan10]

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

- (a) Monday–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;
- (b) Monday–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.

32.4 Penalty rates not cumulative

[32.5 renumbered as 32.4 by [PR994455](#) from 01Jan10]

Except as provided in clause 31—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.

33. Overtime

[Varied by [PR584111](#); [PR598473](#)]

33.1 Reasonable overtime

[33.1(a) substituted by [PR598473](#) ppc 01Jan18]

- (a) Subject to clause 33.1(b) an employer may require an 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 the employee's 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 29—Ordinary hours of work.

[33.2(b) substituted by [PR598473](#) ppc 01Jan18]

- (b) A part-time employee is paid at overtime rates in the circumstances specified in clause 12.8.

[33.2(c) inserted by [PR598473](#) ppc 01Jan18]

- (c) A casual employee is paid at overtime rates in the circumstances specified in clause 13.4.

33.3 Overtime rates

[33.3(a) substituted by [PR598473](#) ppc 01Jan18]

- (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% of their ordinary hourly rate for the first two hours of overtime; and 200% of their ordinary hourly rate for the rest of the overtime.
 - (ii) Between midnight Friday and midnight Sunday: 200% of their ordinary hourly rate.

[33.3(b) substituted by [PR598473](#) ppc 01Jan18]

- (b) When a full-time or part-time employee works overtime on a rostered day off the following apply:

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- (i) Subject to clause 33.3(b)(ii), the employee shall be paid 200% of their ordinary hourly rate for at least four hours even if they work for less than four hours.
 - (ii) 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.

33.4 Time off instead of payment for overtime

[33.4 inserted by [PR584111](#) ppc 22Aug16]

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 33.4.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule K. There is no requirement to use the form of agreement set out at Schedule K. An agreement under clause 33.4 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

- (d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 33.4 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.

Hospitality Industry (General) Award 2010

- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 33.4 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 33.4 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 33.4 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

Note: If an employee makes a request under section 65 of the Act for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 33.4 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 33.4.

Part 6—Leave and Public Holidays

34. Annual leave

[Varied by [PR992056](#), [PR992195](#), [PR994455](#), [PR583018](#)]

34.1 Leave entitlement

Annual leave is provided for in the NES. It does not apply to casual employees.

Shiftworker —(Other than Clubs)

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 days a week.

34.2 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.

34.3 Close-down

[34.3 renamed and substituted by [PR583018](#) ppc 29Jul16]

An employer may require an employee to take annual leave by giving at least four weeks' notice as part of a close-down of its operations.

34.4 Special leave without pay arrangements in respect of catering provided for boarding schools and residential colleges

Where an employee is employed at or in connection with catering functions in primary and secondary boarding schools or residential colleges associated with tertiary educational institutions the following provisions apply:

[34.4(a) varied by [PR994455](#) from 01Jan10]

- (a) An employee may be required to take leave without pay during official term breaks, semester breaks and the Christmas/summer vacation (the relevant period) provided that:
- an employee will be given as much notice as is practicable of the start and finish of the relevant period. Such notice must be at least one week. The notice must be provided to the employee in writing. Once the notice is provided to the employee, the period of leave without pay may be varied by agreement between the employee and employer;
 - an employee may take accrued annual leave or long service leave during the relevant period;
 - all periods of leave without pay will count for the purposes of accruing personal/carer's leave, annual leave and long service leave;
 - if appropriate work is available for the employee to perform during the relevant period, an employee will be offered that work. For the purposes of this subclause, appropriate work is work able to be performed by the employee within the employee's skills and experience; and
 - where an employee performs appropriate work, the employee will be paid at the rate applicable to the work performed.
- (b) No employee will have their employment terminated by reason of not being able to perform work during the relevant period.

34.5 Annual leave in advance

[34.5 inserted by [PR583018](#) ppc 29Jul16]

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.

Hospitality Industry (General) Award 2010

- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Note: An example of the type of agreement required by clause 34.5 is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I.

- (c) The employer must keep a copy of any agreement under clause 34.5 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 34.5, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

34.6 Cashing out of annual leave

[34.6 inserted by [PR583018](#) ppc 29Jul16]

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 34.6.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 34.6.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 34.6 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 34.6 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 34.6 as an employee record.

Hospitality Industry (General) Award 2010

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 34.6.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 34.6.

Note 3: An example of the type of agreement required by clause 34.6 is set out at Schedule J. There is no requirement to use the form of agreement set out at Schedule J.

34.7 Excessive leave accruals: general provision

[34.7 inserted by [PR583018](#) ppc 29Jul16]

Note: Clauses 34.7 to 34.9 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 34.1).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 34.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 34.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

34.8 Excessive leave accruals: direction by employer that leave be taken

[34.8 inserted by [PR583018](#) ppc 29Jul16]

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 34.7(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 34.7, 34.8 or 34.9 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.

Hospitality Industry (General) Award 2010

- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 34.8(b)(i).

Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

34.9 Excessive leave accruals: request by employee for leave

[34.9 inserted by [PR583018](#) ppc 29Jul16; substituted by [PR583018](#) ppc 29Jul17]

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 34.7(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 34.8(a) that, when any other paid annual leave arrangements (whether made under clause 34.7, 34.8 or 34.9 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 34.7, 34.8 or 34.9 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) 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
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 34.1) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

35. Personal/carer's leave and compassionate leave

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

36. Community service leave

Community service leave is provided for in the NES.

37. Public holidays

[Varied by [PR994455](#), [PR997632](#); [PR598473](#)]

37.1 National Employment Standards

(a) Public holidays are provided for in the NES

[37.1(a) substituted by [PR994455](#) from 01Jan10]

- (i) 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.115 of the Act.
- (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 32.2, 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.
- (c) **Arrangements for part-time employees**

[37.1(c) inserted by [PR997632](#); substituted by [PR598473](#) ppc 01Jan18]

Part-time employees are entitled to public holidays prescribed in s.115 of the Act without loss of pay if those public holidays fall on days on which hours of work are rostered under clause 12.5. Part-time employees who work on a public holiday must be paid in accordance with clause 32.

Part 7—Industry Specific Provisions

38. 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.

39. Provision of employee accommodation and meals

[Varied by [PR994455](#), [PR997888](#), [PR509040](#), [PR522871](#), [PR525469](#), [PR536674](#), [PR551597](#), [PR566676](#), [PR579759](#), [PR592104](#)]

39.1 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.

39.2 Adult employees

[39.2 varied by [PR997888](#), [PR509040](#), [PR522871](#), [PR536674](#), [PR551597](#), [PR566676](#), [PR579759](#), [PR592104](#) ppc 01Jul17]

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	202.28
Shared room and 3 meals a day	197.22
Single room only, no meals	192.17
Shared room only, no meals	187.11
A meal	8.09

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	95.0
Shared room only, no meals	92.5
A meal	1% of the standard weekly rate

39.3 Junior employees receiving junior rates

[39.3 varied by [PR994455](#) from 01Jan10; [PR997888](#), [PR509040](#), [PR522871](#); corrected by [PR525469](#) ppc 01Jul12; varied by [PR536674](#), [PR551597](#), [PR566676](#), [PR579759](#), [PR592104](#) ppc 01Jul17]

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.

Hospitality Industry (General) Award 2010

Service provided	Age	Deduction % of adult deduction	Deduction per week \$
Single room and 3 meals a day	15 yrs & under	45	91.03
	16 yrs	55	111.25
	17 yrs	70	141.60
	18 yrs	80	161.82
	19 yrs	90	182.05
Shared room and 3 meals a day	15 yrs & under	45	88.75
	16 yrs	55	108.47
	17 yrs	70	138.05
	18 yrs	80	157.78
	19 yrs	90	177.50
Single room only; no meals	15 yrs & under	45	86.48
	16 yrs	55	105.69
	17 yrs	70	134.52
	18 yrs	80	153.74
	19 yrs	90	172.95
Shared room only; no meals	15 yrs & under	45	84.20
	16 yrs	55	102.91
	17 yrs	70	130.98
	18 yrs	80	149.69
	19 yrs	90	168.40
A meal	Same rate all ages	—	8.09

39.4 Deductions for meals

[39.4 inserted by [PR994455](#) from 01Jan10]

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.

[Part 8 deleted by [PR994455](#) from 01Jan10]

Schedule A—Transitional Provisions

[Varied by [PR992056](#), [PR505248](#)]

NOTE: The general transitional provisions in this Schedule operate subject to the special transitional provisions for South Australia in Schedule B and for Western Australia in Schedule C for particular modern award 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:

- (a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;
- (b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;
- (c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or
- (d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

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 or an enterprise agreement 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.

Hospitality Industry (General) Award 2010

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 or an enterprise agreement 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.

Hospitality Industry (General) Award 2010

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 or an enterprise agreement 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 a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty 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 loading or penalty in the relevant transitional minimum wage instrument or 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.

Hospitality Industry (General) Award 2010

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 or an enterprise agreement 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 a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty 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 transitional minimum wage instrument or 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. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.

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

Hospitality Industry (General) Award 2010

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 in this award.

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 in this award:

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.

A.8 Former Division 2B employers

[A.8 inserted by [PR505248](#) ppc 01Jan11]

A.8.1 This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.

A.8.2 All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.

A.8.3 Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.

A.8.4 Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.

A.8.5 Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.

A.8.6 In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

A.9 Public holidays

A.9.1 (a) A full-time employee employed as at [date of decision] whose rostered day off falls on a public holiday must, subject to clause 32.2:

(i) be paid an extra day's pay;

(ii) be provided with an alternative day off within 28 days; or

Hospitality Industry (General) Award 2010

(iii) receive an additional day's annual leave.

(b) Clause (a) does not apply in relation to Easter Saturday, if employees have their ordinary hours rostered only on Monday to Friday.

(c) From the following dates the employer must pay no less than the provisions in (a) minus the proportion of the transitional percentage:

First full pay period on or after

1 July 2019 25%;

1 July 2020 50%;

1 July 2021 75%.

(d) Clause A.9 shall cease to apply on 30 June 2022.

Schedule B—Transitional Provisions in respect of South Australia

[Sched B varied by [PR992056](#), [PR992315](#), [PR997888](#), [PR999412](#), [PR505248](#), [PR509040](#), [PR522871](#), [PR535452](#), [PR536674](#), [PR551597](#), [PR566676](#)]

[Note substituted by [PR505248](#) ppc 01Jan11]

NOTE: The transitional provisions in respect of South Australia in this Schedule operate instead of the general transitional provisions in Schedule A in respect of the particular modern award provisions dealt with in this Schedule. The transitional provisions in this Schedule apply to all employers in the hospitality industry who meet the conditions of B.1.1 and B.1.2

This award covers State Referred Employers and State Referred Employees from 1 January 2011 noting that the National Employment Standards have applied since 1 January 2010 (subject to the no detriment rule—Item 37, Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*).

The award coverage exemptions as listed in subclauses [1.1\(a\)4.1\(a\)](#) to [\(m\)\(n\)](#) also apply to State Referred Employers.

[B.1 substituted by [PR992315](#), [PR999412](#) ppc 16Jul10]

[B.1.1 substituted by [PR535452](#) ppc 28Mar13]

B.1.1 Clause B.3.1 of Schedule B applies throughout South Australia to employers in the hospitality industry who hold a Hotel Licence, Entertainment Venue Licence, a Small Venue Licence or a Special Circumstances Licence (including those that previously held a General Facility Licence).

[B.1.2 substituted by [PR535452](#) ppc 28Mar13]

B.1.2 Clause B.3.2 of Schedule B applies throughout South Australia to employers in the hospitality industry who hold a Hotel Licence, a Small Venue Licence, a Special Circumstances Licence or Residential Licence.

B.1.3 Division 2B State Referred Employers and Employees

[B.1.3 inserted by [PR505248](#) ppc 01Jan11]

All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.

The other transitional provisions in Schedule B apply to all hospitality industry State Referred Employers who meet the license coverage criteria of B.1.1 and/or B.1.2 from 1 February 2011.

A **State Referred Employer** is a national system employer who becomes such by virtue of s.30N of the *Fair Work Act 2009*.

A **State Referred Employee** is a national system employee who becomes such by virtue of s.30M of the *Fair Work Act 2009*.

[B.2 substituted by [PR992315](#), [PR505248](#) ppc 01Jan11]

B.2 Schedule B will apply from 1 January 2010 to employers covered by an award-based transitional instrument immediately prior to 1 January 2010. It will apply from 1 January 2011 to employers covered by a Division 2B State award immediately prior to 1 January 2011. The Schedule will cease to operate from 31 December 2014.

Hospitality Industry (General) Award 2010

B.3 The following clauses outlined below replace the corresponding clause or part thereof in the body of this Modern Award:

B.3.1 Hotels, Clubs etc Award [AN150066–SA or RA150066–SA]

[B.3.1 renamed by [PR505248](#) ppc 01Jan11]

(a) Minimum rates of pay

[New B.3.1(a) inserted by [PR505248](#) ppc 01Jan11]

The provisions of clause 20, of the award and in particular 20.1—General Minimum Weekly and Hourly Wages, do not apply to State Referred Employers covered by B.3.1 until the first full pay period commencing on or after 1 February 2011.

Refer to clause B.1.3–Division 2B State Referred Employers for more information.

(b) Part-time employment [clause 12 in the award]

[B.3.1(a) renumbered as B.3.1(b) by [PR505248](#) ppc 01Jan11]

- (a) An employer may employ part-time employees in any classification in this award.
- (b) A **part-time employee** means an employee who is employed on a regular and systematic basis for a minimum of 15 ordinary hours per week and up to a maximum of 35 ordinary hours per week.
- (c) An employer is required to roster a part-time employee for a minimum of two consecutive hours on any shift.
- (d) 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 B.3.1(fa)(ii) within this Schedule.
- (e) All time worked in excess of eight hours per day, outside the spread of hours specified in clause 29.2 of this award or in excess of 35 ordinary hours per week will be overtime and paid for at the rates prescribed in clause ~~B.3.1(g)(ii)~~ of this schedule.

[B.3.1(a)(vi) substituted by [PR999412](#) ppc 16Jul10]

- (f) A part-time employee who is employed under the provisions of this clause must be paid for ordinary hours at the rate of 1/38th of the weekly rate prescribed in clause 20—Minimum wages, of the award, plus a 10% loading.

The 10% loading is not payable in circumstances where the following loadings apply:

- Saturday (clause [B.3.1\(fa\)\(ii\)](#))
- Sunday (clause [B.3.1\(fa\)\(ii\)](#))
- Public holidays (clause [B.3.1\(fa\)\(ii\)](#))
- Overtime (clause [B.3.1\(g\)](#))

The part-time loading is payable in addition to any allowance payable under clause B.3.1(fb).

(c) Apprentice wages [clause 20.4 in the award]

[B.3.1(b) renumbered as B.3.1(c) by [PR505248](#) ppc 01Jan11]

Cooking apprenticeship

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

Year	2010	2011	2012	2013
	%	%	%	%
First year	55	55	55	55
Second year	65	65	65	65
Third year	77.5	80	80	80
Fourth year	87.5	90	92.5	95

Adult apprentices

Any apprentice cook who is 21 years of age or older will receive a minimum rate of pay equal to 95% of the rate for a Level 3 employee.

(d) Junior employees (other than office juniors) [clause ~~20.6(a)~~20.5(a) in the award]

[B.3.1(c) substituted by [PR999412](#) ppc 16Jul10; renumbered as B.3.1(d) by [PR505248](#) ppc 01Jan11]

The minimum rates of pay 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:

Year	2010	2011	2012	2013	2014
	%	%	%	%	%
16 years and under	60	57.5	55	52.5	50
17 years	60	60	60	60	60
18 years	70	70	70	70	70
19 years	85	85	85	85	85
20 years	95	95	95	Adult	Adult
21 years	Adult	Adult	Adult	Adult	Adult

(e) Allowance for disabilities associated with performance of particular tasks or work in particular conditions or locations

[B.3.1(d) renumbered as B.3.1(e) by [PR505248](#) ppc 01Jan11]

Broken periods of work [clause 21.3(a) in the award]

- Employees other than casuals who have a broken work day must receive an additional allowance for the spread of hours described in clause 29—Ordinary hours of work, in the award, as follows:

Hospitality Industry (General) Award 2010

	Rate per day % of <u>standard weekly rate</u>
Under 10 hours	Nil
10 hours and under 10.5 hours	0.21
10.5 hours and under 11.5 hours	0.41
11.5 hours or more	0.62

- Provided that where any such broken work period extends into any period for which clause B.3.1(fb)—Other penalty, or clause B.3.1(g)—Overtime of this schedule apply, the penalties or allowances will not be cumulative, but the highest applicable penalty or allowance will apply.

(f) Penalty rates [clause 32 in the award]

[B.3.1(e) varied by [PR992315](#), [PR999412](#) ppc 16Jul10; renumbered as B.3.1(f) by [PR505248](#) ppc 01Jan11]

- (fa)(i)** Sub-clauses B.3.1(fa)(ii) and B.3.1(fa)(iii) outlined below replace sub-clause 32.1 and 32.3—Other penalty, in the award.

Sub-clauses 32.2—Public holidays and 32.4—Penalty rates not cumulative, as contained in clause 32—Penalty rates, of the award will continue to apply as from 1 January 2010.

- (fa)(ii)** A full-time and part-time employee performing work on the following days will be paid the following percentage of the minimum wage rate in clause 20—Minimum wages for the relevant classification:

(fa)(ii)(1) Front of house employees

	Monday to Friday	Saturday	Sunday	Public holiday
	%	%	%	%
Full-time	100	150	200	250
Part-time	110	150	200	250

(inclusive of the 10% loading in clause B.3.1(b)(vi))

(fa)(ii)(2) Back of house employees

	Monday to Friday	Saturday	Sunday	Public holiday
	%	%	%	%
Full-time	100	150	175	250
Part-time	110	150	175	250

(inclusive of the 10% loading in clause B.3.1(b)(vi))

- (fa)(ii)(3)** In clause B.3.1(fa)(ii)(1) and B.3.1(fa)(ii)(2) the following definitions apply:

Hospitality Industry (General) Award 2010

Front of house (FOH) will mean:

A Food and Beverage Attendant of any level or employee holding approval as a Gaming Employee or Gaming Manager who is engaged in any one of the following:

- Supplying, dispensing or mixing of liquor from a bar or the sale of liquor from the bottle department; or
- Assisting in the cellar or bottle department with or without supervision or having full control of a cellar or liquor store (including the receipt, delivery and recording of goods within the cellar or liquor store).

Back of House (BOH) will mean:

An employee who is engaged in any one of the following classifications as set out in this clause:

- Kitchen
- Guest services
- General
- Food and Beverage Attendant or employee holding approval as a Gaming Employee or Gaming Manager serving but not dispensing alcohol or other beverages.

(fa)(iii) 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 50%.
- Casual employees will not be entitled to any loadings for work performed between 7.00 pm and 7.00 am, Monday to Friday, on Saturday or Sunday or for work performed on a public holiday or overtime.
- The allowances contained within 21—Allowances, of the award, will not be payable to casuals employed in accordance with this Schedule.

[‘Front of house’ heading inserted by administrative error; deleted 28Jul11]

(fb) Other penalty

- (a)** An employee (other than a casual employee) who is required to work any of their ordinary hours between the hours of 7.00 pm and 7.00 am, Monday to Friday inclusive, will be paid an additional amount of 0.25% of the [standard weekly rate](#) per hour or part of an hour for such time worked within the said hours.
- (b)** Provided that:
- in the case of any such employee (other than a casual employee) the minimum payment in respect of any one day will be 0.35% of the [standard weekly rate](#);
 - an employee (other than a casual employee) who is required to work their total ordinary hours between 7.00 pm and 7.00 am Monday to Friday inclusive will be paid 0.25% of the [standard weekly rate](#) per hour, with a minimum payment

Hospitality Industry (General) Award 2010

in the case of a full-time employee only of 1.85% of the [standard weekly rate](#) per day; and

- this clause will not apply on any of the public holidays prescribed in the NES.

(g) Overtime [clause 33 in the award]

[B.3.1(f) renumbered as B.3.1(g) by [PR505248](#) ppc 01Jan11]

Entitlement to overtime rates

- A full-time employee is paid at overtime rates for any work done outside of the hours set out in clause 29—Ordinary hours of work.
- A part-time employee is paid at overtime rates in the circumstances specified in clause ~~B.3.1(b)(e)~~[B.3.1\(b\)\(v\)](#) in this Schedule.

Overtime rates

The following overtime rates are payable to an employee, other than a casual employee, depending on the time at which the overtime is worked:

- Monday to Friday: 150% of their normal rate of pay for the first three hours of overtime, 200% for the rest of the overtime.
- Between midnight Friday and midnight Saturday: 175% of their normal rate of pay for the first three hours of overtime, 200% for the rest of the overtime.
- Between midnight Saturday and midnight Sunday: 200%.
- On a rostered day off falling Monday–Saturday: 150% for the first eight hours, 175% for the next three hours and 200% thereafter.
- On a rostered day off falling on a Sunday: 200%.

Overtime stands alone

Overtime worked on any day stands alone.

(h) Breaks

[New B.3.1(g) inserted by [PR999412](#) ppc 16Jul10; renumbered as B.3.1(h) by [PR505248](#) ppc 01Jan11]

Clause B.3.1(h) replaces clause 31 of the award.

(ha) Each employee (not being a casual employee) will be granted a meal interval of not less than 30 minutes and not more than 60 minutes to be commenced:

- (a) At any time after completion of one and a half hour's work but no later than five hours after commencement of duty; or
- (b) At any time after completion of one hour's work but no later than six hours after commencement of duty, provided that where an employee is required to work for more than five hours before such a meal break then an employee will be allowed a 20 minute meal break without loss of pay during such work periods at a time suitable to the employer between two and five hours worked.

Hospitality Industry (General) Award 2010

Where it is not possible to grant an employee such meal breaks, the employee will be paid at the rate of the day plus half time additional at the ordinary weekly rate until released for a meal. Provided further that where an employee is required to work in excess of five hours after their first meal interval the employee will be granted a further meal interval of 20 minutes to be treated as time worked.

- (hb) Where an employee is required to work overtime and such overtime follows the completion of the employees' normal hours of work a 20 minute paid meal break will be allowed where such overtime exceeds two hours work.
- (hc) Notwithstanding the provisions of clause B.3.1(ha), employees rostered to work more than ten ordinary hours in a shift will be entitled to two paid 20 minute meal breaks in addition to an unpaid meal break of at least half an hour. In rostering for these breaks, the employer will make all reasonable efforts to provide these breaks at a time which gives the employees an even mix of work time and breaks.
- (hd) **Casual employees—meal times and meals**

A casual employee required to work for a continuous period in excess of six hours, will be granted an unpaid meal interval of 30 minutes to be commenced after completing not less than two hours of duty and will not work in excess of six hours without a meal break. Provided that where it is not possible to grant the meal interval on any day, the employer will pay the casual employee in addition to time worked, 60 minutes at the applicable rate.

Provided further that a casual employee required to work for a continuous period in excess of five hours but no more than six hours will be granted an unpaid meal interval of 20 minutes during such work period at a time suitable to the employer between two and five hours worked. Where it is not possible to grant such break the employer will pay the casual employee in addition to time worked, 20 minutes at the applicable rate.

- (i) Classification Definitions [Schedule D in the award]

[B.3.1(g) renumbered as B.3.1(h) by [PR999412](#); B.3.1(h) renumbered as B.3.1(i) by [PR505248](#) ppc 01Jan11]

Food and beverage [D.2.1 in the award]

- (a) **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.
- (b) **Food and beverage attendant grade 2** means an employee who has not achieved the appropriate level of training and who is engaged in any of the following:

Hospitality Industry (General) Award 2010

- 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.

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

- supplying, dispensing or mixing of liquor including the sale of liquor from the bottle department;
- 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/or beverage 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;
- operates a TAB or Lotteries Commission Terminal;
- holds an approval as a Gaming Machine Employee pursuant to the *Gaming Machines Act 1992 (SA)*,

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

- 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 level.

(d) **Food and beverage attendant (tradesperson) grade 4** means an employee who:

- supervises food and beverage attendants of a lower level;

Hospitality Industry (General) Award 2010

- has completed an apprenticeship in waiting or who has passed the appropriate trade test and carries out specialised skilled duties in a fine dining room or restaurant;
- full control of a cellar or liquor store (including the receipt, delivery and recording of goods within such an area);
- is a full-time or part-time employee who holds an approval as a Gaming Machine Manager pursuant to the *Gaming Machines Act 1992* (SA);
- is a casual employee who holds an approval as a Gaming Machine Manager pursuant to the *Gaming Machines Act 1992* (SA) and undertakes the duties of a Gaming Machine Manager for any engagement.

(e) Food and beverage supervisor Level 5 means:

- An employee who has the appropriate level of training including a supervisory course and has the responsibility for supervision, training and co-ordination of Food and Beverage staff, or stock control for a bar or series of bars;
- Is an employee who holds an approval as a Responsible Person pursuant to the *Liquor Licensing Act 1997* (SA) and is appointed by the employer or Manager to act as a Responsible Person. Where a person has been approved as a Responsible Person, whether full-time, regular part-time or casual, and is performing the duties of a Responsible Person pursuant to a direction given by the employer or manager, they are to be paid at Level 5 for the time actually worked as a Responsible Person only.

B.3.2 Clerks (Clubs, Hotels and Motels) Award [AN150037–SA or RA150037–SA]

[B.3.2 inserted by [PR992315](#) from 20Jan10; renamed by [PR505248](#) ppc 01Jan11]

(a) Minimum wages [clause 20 in the award]

[B.3.2(a) varied by [PR997888](#), [PR509040](#), [PR522871](#), [PR536674](#), [PR551597](#); substituted by [PR566676](#) ppc 01Jul15]

In accordance with clause B.2, Schedule B ceases to operate on 31 December 2014. Refer to clause 20 for rates of pay.

(b) Classification Definitions [Schedule D in the award]

(ba) Guest services stream [D.2.3 in the award]

(a) 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; and
- parking guests' cars.

(b) 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:

Hospitality Industry (General) Award 2010

- 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;
 - cleaning duties using specialised equipment and chemicals; and
 - providing butler services such as food, beverage and personalised guest service.
- (c) **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; and
 - dry cleaning.
- (d) **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.
- (e) **Guest service supervisor** means an employee who has the appropriate level of training including a supervisory course, who supervises, trains and co-ordinates the work of employees engaged in a housekeeping department.
- (bb) **Clerical stream—South Australia** [D.2.4 in the award]
- (a) **Level 1** means an employee who has not achieved the appropriate level of training and who is primarily engaged in one or more of the following:
- front office duties such as receptionist, telephonist, cashier, information services, or reservations;
 - performs basic clerical and routine office duties like collating, filing, photocopying and delivering messages;
 - general clerical duties like typing, basic data entry and calculation functions;
 - accounts; and
 - night auditing.

Hospitality Industry (General) Award 2010

- (b) **Level 2** means an employee who has the appropriate level of training and who is primarily engaged in one or more of the following:
- front office duties such as receptionist, telephonist, cashier, information services, or reservations;
 - clerical duties of an advanced nature;
 - general clerical duties like typing, basic data entry and calculation functions;
 - accounts; and
 - night auditing.
- (c) **Level 3** means an employee appointed as such who has the appropriate level of training and who carries out:
- general or secretarial or stenographic duties;
 - clerical duties of an advanced nature;
 - recognised experience in complex duties;
 - may be responsible for guidance of other office personnel and may check and allocate their work; and
 - is in the front office engaged in duties including assisting in training and supervision of front office employees of the lower grade(s).
- (d) **Level 4** means an employee appointed as such who has the appropriate level of training including a supervisory course, and trains, co-ordinates and supervises the work of front office and/or clerical employees in motels or clubs, or front office employees in a hotel.
- (e) **Level 5** means an employee who has the appropriate level of training including a supervisory course and also trains, co-ordinates and supervises the work of front office or clerical employees in a hotel.

Schedule C—Transitional Provisions in respect of Western Australia

[Sched C varied by [PR992056](#), [PR994455](#)]

NOTE: The transitional provisions in respect of Western Australia in this Schedule operate instead of the general transitional provisions in Schedule A—Transitional Provisions in respect of the particular modern award provisions dealt with in this Schedule.

[C.1 substituted by [PR994455](#) from 01Jan10]

C.1 Schedule C will apply from 1 January 2010 and will cease to operate on 31 December 2014.

C.2 Junior employees [clause 15 of the award]

[C.2.1 varied by [PR994455](#) from 01Jan10]

C.2.1 Junior employees will be paid in accordance with clause ~~20.620.5~~—Juniors, on reaching the age of 18 years, may be employed in the bar or other places where liquor is sold.

C.2.2 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.

C.2.3 No employee under the age of 18 years will be required to work more than 10 hours in a shift.

C.3 Breaks [clause 31 of the award]

C.3.1 Every employee will be entitled to a meal break of not less than one half hour nor more than one hour after not more than five hours of work.

C.3.2 Where it is not possible for the employer to grant a meal break on any day, the said meal break will be treated as time worked and the employee will be paid at the rate applicable to the employee at the time such meal break is due, plus 50% of the prescribed ordinary hourly rate applying to such employee, until such time as the employee is released for a meal.

C.3.3 In addition to a break for a meal, there may be one other break of at least one hour during each shift. Such break may be taken in conjunction with the meal break.

C.3.4 Where an employee is required to work five or more consecutive hours in a shift the employee will also be entitled to one only paid break of 10 minutes at a time agreed between the employer and the employee provided that the employer must not require that the break be taken in the first or last hour of any work period and the employee will not work more than five hours before either the paid or unpaid break is taken.

Schedule D—Classification Definitions

[Sched D varied by [PR992056](#), [PR994455](#), [PR514972](#), [PR540249](#)]

D.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.

D.2 General classification definitions

D.2.1 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; and
- 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; and
- engaged on delivery duties.

Food and beverage attendant grade 3 means an employee who in addition to the tasks performed by a **Food and beverage attendant grade 2** is engaged in any of the following:

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

Hospitality Industry (General) Award 2010

- 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; and
- 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.

D.2.2 Kitchen stream

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;
- assembling and preparing ingredients for cooking; and
- 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 and who performs any of the following:

- general and specialised duties including supervision or training of other kitchen staff;
- ordering and stock control; and
- supervising other cooks and other kitchen employees in a single kitchen establishment.

D.2.3 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; and
- parking guests' 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;
- cleaning duties using specialised equipment and chemicals; and
- 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; and
- 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 duties including 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.

D.2.4 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 or 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;
- 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; and

Hospitality Industry (General) Award 2010

- 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 transcribes 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;
- 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
- 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.

D.2.5 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.

D.2.6 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.

D.2.7 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 a 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:
 - liaising with management, suppliers and customers with respect to stores operations; and
 - 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; and
- supervises the receipt and delivery of goods, records, outgoing goods, responsible for the contents of a store.

D.2.8 Maintenance and trades—other than the cooking trade

[D.2.8 substituted by [PR514972](#) ppc 04Oct11]

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 20.1.

~~**Gardener**~~ **Maintenance and horticultural employee grade 1** means an employee primarily engaged in the following activities:

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

~~**Gardener**~~ **Maintenance and horticultural employee grade 2** means an employee who is engaged in any of the following activities in addition to the work of grade 1:

- operation and minor maintenance of motorised equipment under supervision, other than machinery or equipment requiring the holding of specialised licences;
- 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;
- applying fertilisers, fungicides, herbicides and insecticides under general supervision;
- gardening duties including the planting and trimming of trees, sowing, planting and cutting of grass, and the watering of plants, gardens, trees, lawns and displays;
- routine maintenance of turf, synthetic, artificial and other play surfaces;
- completion of basic records;
- assistance in the construction and installation of facilities and systems;
- performing tasks incidental to the employee's work;
- handyperson duties;
- supervising gardeners of a lower grade.

~~**Gardener**~~ **Maintenance and horticultural employee grade 3 (tradesperson)** 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):

- operate, maintain and adjust machinery as appropriate;
- clean machinery and inspects machinery after each use, reporting any problems to a management employee;

Hospitality Industry (General) Award 2010

- applying fertilisers, fungicides, herbicides and insecticides as directed by a management employee;
- preparing turf, synthetic, artificial and other surfaces for play;
- maintenance and repair of vehicles and/or motor engines;
- repair and minor renovation work;
- formation and maintenance of all gardens, lawns and greens;
- the planting, maintenance and care of trees;
- training and supervision of employees of a lower grade, including apprentices.

GardenerMaintenance and horticultural employee -grade 4 (tradesperson) 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 3, the employee is also engaged in the following activities:

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

D.2.9 Managerial staff (Hotels)

[D.2.9 varied by [PR994455](#) from 01Jan10; Managerial staff—hotels renamed as Managerial staff (Hotels) by [PR540249](#) ppc 15Aug13]

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;

Hospitality Industry (General) Award 2010

- 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 or 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.

This additional classification does not apply to:

- Any hotel manager who is an employee of a proprietary or private company (within the meaning of the Corporations Law) where the Hotel Manager holds sufficient number of shares to entitle the Hotel Manager to voting control at general meetings of the company; or
- Any hotel manager who is the senior partner of a partnership or has at least 49% of that partnership; or
- A parent, spouse or de facto partner, son or daughter of a hotel manager excluded from the additional classification by this paragraph.

D.3 Definitions for the purposes of the Casino Gaming Stream

D.3.1 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 club, 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 AQF; or

Hospitality Industry (General) Award 2010

- 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.

D.3.2 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 game 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 25—Higher duties, 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.

D.3.3 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; and
- explaining to patrons the playing of gaming machines.

D.3.4 Casino Finance

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

- hard and/or soft count;

Hospitality Industry (General) Award 2010

- 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;
- 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;
- 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.

D.3.5 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 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.

D.3.6 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; and
- co-ordinate, monitor or record the activities of Security officers utilising a verbal communications system.

Schedule E—Supported Wage System

[Varied by [PR992056](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR542129](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#)]

E.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.

[E.2 varied by [PR568050](#) ppc 01Jul15]

E.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 Social Services that records the employee's productive capacity and agreed wage rate

E.3 Eligibility criteria

E.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.

E.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.

E.4 Supported wage rates

Hospitality Industry (General) Award 2010

E.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 <u>E.5E.5</u>)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

[E.4.2 varied by [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#) ppc 01Jul17]

E.4.2 Provided that the minimum amount payable must be not less than \$84 per week.

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

E.5 Assessment of capacity

E.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.

E.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.

E.6 Lodgement of SWS wage assessment agreement

[E.6.1 varied by [PR542129](#) ppc 04Dec13]

E.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 Fair Work Commission.

[E.6.2 varied by [PR542129](#) ppc 04Dec13]

E.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 Fair Work Commission to

Hospitality Industry (General) Award 2010

the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

E.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.

E.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.

E.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.

E.10 Trial period

E.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.

E.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.

[E.10.3 varied by [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#) ppc 01Jul17]

E.10.3 The minimum amount payable to the employee during the trial period must be no less than \$84 per week.

E.10.4 Work trials should include induction or training as appropriate to the job being trialled.

E.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 E.5.

Schedule F—National Training Wage

[Varied by [PR992056](#), [PR997888](#), [PR509040](#), [PR522871](#), [PR536674](#), [PR545787](#), [PR551597](#), [PR566676](#), [PR579759](#);
deleted by [PR593806](#) ppc 01Jul17]

Schedule G—School-based Apprenticeship

[Sched G varied by [PR992056](#), [PR994455](#), [PR542129](#); substituted by [PR544256](#) ppc 01Jan14]

- G.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.
- G.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.
- G.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.
- G.4** For the purposes of clause G.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.
- G.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.
- G.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.
- G.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.
- G.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 or at the rate of competency-based progression if provided for in this award.
- G.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency based progression (if provided for in this award). 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.
- G.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and 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.
- G.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.
- G.12** For the purpose of this clause, a relevant training qualification is:
- G.12.1** a qualification 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

Hospitality Industry (General) Award 2010

G.12.2 an AQF Certificate Level III. A school-based apprenticeship 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).

Schedule H—2017 Part-day Public Holidays

[Sched H inserted by [PR532630](#) ppc 23Nov12; renamed and varied by [PR544519](#) ppc 21Nov13; renamed and varied by [PR557581](#), [PR573679](#), [PR580863](#), [PR598110](#) ppc 04Dec17]

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the NES.

H.1 Where a part-day public holiday is declared or prescribed between 7.00pm and midnight on Christmas Eve (24 December 2017) or New Year's Eve (31 December 2017) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
- (e) Excluding annualised salaried employees to whom clause H.1(f) applies, where an employee works any hours between 7.00pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
- (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00pm and midnight.
- (g) An employee not rostered to work between 7.00pm and midnight, other than an employee who has exercised their right in accordance with clause H.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

This schedule is not intended to detract from or supplement the NES.

This schedule is an interim provision and subject to further review.

Schedule I—Agreement to Take Annual Leave in Advance

[Sched I inserted by [PR583018](#) ppc 29Jul16]

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: ____ hours/days

The leave in advance will commence on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

[If the employee is under 18 years of age - include:]

I agree that:

if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule J—Agreement to Cash Out Annual Leave

[Sched J inserted by [PR583018](#) ppc 29Jul16]

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:

The amount of leave to be cashed out is: ____ hours/days

The payment to be made to the employee for the leave is: \$_____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: ____/____/20__

Signature of employee: _____

Date signed: ____/____/20__

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20__

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20__

Schedule K—Agreement for Time Off Instead of Payment for Overtime

[Sched K inserted by [PR584111](#) ppc 22Aug16]

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee may take time off instead of being paid for the following amount of overtime that has been worked by the employee:

Date and time overtime started: ___/___/20___ ___ am/pm

Date and time overtime ended: ___/___/20___ ___ am/pm

Amount of overtime worked: _____ hours and _____ minutes

The employer and employee further agree that, if requested by the employee at any time, the employer must pay the employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Schedule L—Specific provisions in respect of Clubs

L.1 INTRODUCTION

L.1.1 This Schedule contains specific provisions in respect of Clubs.

L.1.2 The specific provisions in respect of Clubs in this Schedule operate instead of the general provisions in this award. Where a provision in this Schedule conflicts with a provision in this award, the provision in this Schedule shall prevail.

L.2. CLASSIFICATION DEFINITIONS

L.2.1 Child care stream

Child care worker grade 1 means an unqualified child care worker who is engaged in a role that requires some previous relevant experience or qualifications, detailed on-the-job training for the specific employers requirements and work under supervision.

Child care worker grade 2 means a child care worker who has completed as a minimum an AQF Certificate 3 or 4 in Children’s Services (or equivalent).

Child care worker grade 3 means a child care worker who is engaged as a supervisor and who has completed as a minimum an AQF Diploma in Children’s Services.

L.2.2 Leisure activities stream

The following applies in addition to the definitions in clause D.2.7:

Leisure attendant grade 1 includes a person who attends a shop associated with the club’s activities, for example a golf pro shop owned and operated by the club.

Leisure attendant grade 2 includes an assistant bingo caller.

Leisure attendant grade 3 includes a bingo caller (being a person engaged to present, host or comper the games of Bingo, Alphy and Housie, or games of a like nature).

L.2.3 Maintenance and horticultural management stream

Maintenance and horticultural management level 1 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.

Maintenance and horticultural management level 2 means an 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.

L.2.4 Club managers stream

L.2.4.1 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;

Hospitality Industry (General) Award 2010

(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

Hospitality Industry (General) Award 2010

(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

Hospitality Industry (General) Award 2010

- (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 monies 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;
- (iii) entertainment;
- (iv) engagement of artists, in accordance with Board policy; and
- (v) 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 website and computer hardware and software 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

(i) Maintenance or establishment of relations with organisations and Government departments;

(ii) employers' associations;

(iii) industrial unions;

(iv) liquor licensing division;

(v) treasury/gaming.

L.2.5 Appendix 1 to Schedule L.2

L.2.5.1 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.

L.2.5.2 The hospitality training package

L.2.5.3 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.

L.2.5.4 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.

L.2.5.5 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.

L.2.5.6 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.

L.2.5.7 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)

L.2.5.8 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)

L.2.5.9 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.

(c) 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

(d) Level B manager

Hospitality Industry (General) Award 2010

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).

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

(e) Level C manager

Competencies for Levels A and B plus:

<u>SITHGAM001A</u>	<u>Analyse and report on gaming machine data</u>
<u>SITXHRM006A</u>	<u>Monitor staff performance</u>
<u>SITXHRM008A</u>	<u>Manage workplace relations</u>
<u>SITXPRM005A</u>	<u>Develop and manage marketing strategies</u>

(f) Level D manager

Competencies for Levels A, B and C plus:

<u>SITXFIN008A</u>	<u>Manage financial operations</u>
<u>SITXFIN007A</u>	<u>Manage physical assets</u>
<u>SITXGAM005A</u>	<u>Develop and manage gaming activities</u>

(g) Level E manager

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

<u>SITXHRM002A</u>	<u>Recruit and select staff</u>
<u>SITXINV003A</u>	<u>Manage and purchase stock</u>
<u>SITXMGT004A</u>	<u>Develop and implement a business plan</u>

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).

(h) Level F manager

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

(i) 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.

L.2.5.10 Elective units

		<u>Certificate level</u>
<u>Client and customer service</u>		
<u>SITXCCS001A</u>	<u>Provide visitor information</u>	<u>I</u>
<u>SIRXCCS001A</u>	<u>Apply point-of-sale handling procedures</u>	<u>I</u>
<u>SITXCCS002A</u>	<u>Provide quality customer service</u>	<u>II</u>
<u>SITXCCS004A</u>	<u>Provide club reception services</u>	<u>II</u>
<u>Communication and team work</u>		
<u>TDTE597B</u>	<u>Carry out basic workplace calculations</u>	<u>I</u>
<u>SITXCOM003A</u>	<u>Deal with conflict situations</u>	<u>III</u>
<u>SITXCOM004A</u>	<u>Communicate on the telephone</u>	<u>III</u>
<u>SITXCOM005A</u>	<u>Make presentations</u>	<u>III</u>
<u>SITXCOM006A</u>	<u>Address protocol requirements</u>	<u>III</u>
<u>Finance</u>		
<u>SITXFIN001A</u>	<u>Process financial transactions</u>	<u>I</u>
<u>SITXFIN002A</u>	<u>Maintain financial records</u>	<u>II</u>
<u>SITXFIN003A</u>	<u>Interpret financial information</u>	<u>III</u>
<u>Food and beverage</u>		
<u>SITHFAB001A</u>	<u>Clean and tidy bar areas</u>	<u>I</u>
<u>SITHFAB002A</u>	<u>Operate a bar</u>	<u>I</u>
<u>SITHFAB003A</u>	<u>Serve food and beverage to customers</u>	<u>I</u>
<u>SITHFAB005A</u>	<u>Provide table service of alcoholic beverages</u>	<u>I</u>
<u>SITHFAB009A</u>	<u>Provide responsible service of alcohol</u>	<u>I</u>
<u>SITHFAB010A</u>	<u>Prepare and serve non-alcoholic beverages</u>	<u>I</u>
<u>SITHFAB012A</u>	<u>Prepare and serve espresso coffee</u>	<u>I</u>
<u>SITHFAB004A</u>	<u>Provide food and beverage service</u>	<u>II</u>
<u>SITHFAB006A</u>	<u>Operate cellar systems</u>	<u>II</u>
<u>SITHFAB007A</u>	<u>Complete retail liquor sales</u>	<u>II</u>
<u>SITHFAB008A</u>	<u>Provide room service</u>	<u>II</u>
<u>SITHFAB011A</u>	<u>Develop and update food and beverage knowledge</u>	<u>II</u>
<u>SITHFAB013A</u>	<u>Provide specialist advice on food</u>	<u>III</u>
<u>SITHFAB014A</u>	<u>Provide specialist advice on wine</u>	<u>III</u>
<u>SITHFAB015A</u>	<u>Prepare and serve cocktails</u>	<u>III</u>
<u>SITHFAB016A</u>	<u>Plan and monitor espresso coffee service</u>	<u>III</u>
<u>SITHFAB017A</u>	<u>Provide gueridon service</u>	<u>III</u>
<u>SITHFAB018A</u>	<u>Provide silver service</u>	<u>III</u>
<u>FDFCDSEWB</u>	<u>Evaluate wines (standard)</u>	<u>III</u>
<u>FDFCDSSTA</u>	<u>Conduct a standard product tasting</u>	<u>III</u>
<u>Food safety</u>		
<u>SITHFSA003A</u>	<u>Transport and store food in a safe and hygienic manner</u>	<u>II</u>
<u>SITHFSA001A</u>	<u>Implement food safety procedures</u>	<u>III</u>
<u>Inventory</u>		
<u>SITXINV001A</u>	<u>Receive and store stock</u>	<u>I</u>
<u>SITXINV002A</u>	<u>Control and order stock</u>	<u>III</u>
<u>Administration</u>		
<u>SITXADM001A</u>	<u>Perform office procedures</u>	<u>II</u>
<u>SITXADM002A</u>	<u>Source and present information</u>	<u>III</u>
<u>SITXADM003A</u>	<u>Write business documents</u>	<u>III</u>
<u>SITXADM004A</u>	<u>Plan and manage meetings</u>	<u>III</u>

Hospitality Industry (General) Award 2010

		<u>Certificate level</u>
<u>BSBEBUS401A</u>	<u>Conduct online research</u>	<u>III</u>
<u>Gaming</u>		
<u>SITHGAM001A</u>	<u>Attend gaming machines</u>	<u>II</u>
<u>SITHGAM002A</u>	<u>Operate a TAB outlet</u>	<u>II</u>
<u>SITHGAM003A</u>	<u>Conduct a Keno game</u>	<u>II</u>
<u>SITHGAM006A</u>	<u>Provide responsible gambling services</u>	<u>II</u>
<u>SITHGAM004A</u>	<u>Analyse and report on gaming machine data</u>	<u>III</u>
<u>Risk management and security</u>		
<u>PRSSO217A</u>	<u>Provide lost and found facility</u>	<u>II</u>
<u>Computer operations and ICT management</u>		
<u>BSBADM304A</u>	<u>Design and develop text documents</u>	<u>III</u>
<u>BSBADM305A</u>	<u>Create and use databases</u>	<u>III</u>
<u>BSBCMN108A</u>	<u>Develop keyboard skills</u>	<u>III</u>
<u>BSBCMN205A</u>	<u>Use business technology</u>	<u>III</u>
<u>BSBCMN213A</u>	<u>Produce simple word-processed documents</u>	<u>III</u>
<u>BSBCMN306A</u>	<u>Produce business documents</u>	<u>III</u>
<u>Environmental sustainability</u>		
<u>SITXENV001A</u>	<u>Participate in environmentally sustainable work practices</u>	<u>III</u>
<u>First aid</u>		
<u>HLTFA301B</u>	<u>Apply first aid</u>	<u>III</u>

L.3 ARRANGEMENTS FOR WHEN WORK IS PERFORMED AND RELATED MATTERS

L.3.1 Minimum Engagement for casual bingo callers and assistant bingo callers

Despite clause 13.3, a casual employee engaged solely as a bingo caller or an assistant bingo caller is entitled to a minimum payment for three hours' work.

L.3.2 Maximum rostered hours

Despite clauses 29.1(b)(i) and 29.2(a), a full-time or part-time employee may work a maximum of 12 hours on any one day.

L.3.3 Higher Duties

[to be confirmed].

L.3.4 Special Provisions for maintenance and horticultural employees of clubs

- (a) The following provisions shall apply to maintenance and horticulture employees of clubs instead of the other provisions of clause 29.1, and clauses 32.1 and 33.3.
- (b) The ordinary hours will be worked between the hours of 6.00 am and 6.00 pm Monday to Friday and 6.00 am and 12.00 noon on Saturday, provided that by agreement between the employer and the majority of employees the span of hours may be increased by up to one hour.

The maximum number of ordinary hours worked on any one day will not exceed eight hours on Monday to Friday and four hours on Saturday.

- (c) An employee performing overtime work on Saturday after 12 noon shall be paid 150% for the first 2 hours then 200%, and 200% on a Sunday.
- (d) An employee performing work on a public holiday shall be paid 225%. By agreement between an employer and an employee, ordinary hours can be worked on a Saturday afternoon or on a Sunday, and in excess of four hours on a Saturday. The penalty rates set out in clause 32.1 shall apply to any work performed in such ordinary hours on a Saturday afternoon or a Sunday.

L.3.5 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.

Hospitality Industry (General) Award 2010

- (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 26.8(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 26.8(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 26.8(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.
- (a)(l) Despite anything to the contrary in this Award, and subject to further order of the Fair Work Commission, the provisions of this sub-clause 26.8(h) apply from 1 January 2010 to club managers employed or engaged in New South Wales or the Australian Capital Territory, and will not apply to club managers employed or engaged in any other State or Territory until 1 January 2013.

L.3.6 Meal Breaks

- (a) Subject to the provisions of this clause:

 - (i) If an employee, including a casual employee, is required to work more than five 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 1.5 hours after starting work and no later than five hours after starting work.
 - (ii) An employee rostered for a five hour shift may elect to take an unpaid 30 minute meal break during the shift and the employer shall not unreasonably refuse.
- (b) If an employee is not given a meal break in accordance with clause 32.5 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.
- (c) 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.

- (d) Where the club employs fewer than 10 people covered by this award, then the break prescribed by clause 32.6 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 32.6 will not apply.
- (e) If either:
- (i) an employee's hours of work fall entirely between 11.00 pm and 8.00 am; or
 - (ii) 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 32.5.
- (f) A maintenance and horticultural employee is entitled to two tea breaks of 10 minutes duration each, to be counted as time worked, in the morning and afternoon of each day at a time to be arranged by the employer. Alternatively, the employer and employee may agree to combine the breaks into one break of 20 minutes.
- (g) A maintenance and horticultural employee working overtime will be allowed a crib break of 20 minutes duration without deduction of pay after each four hours of overtime worked if the employee continues work after such a break.
- (h) Where the period of overtime is to be for more than 1.5 hours such an employee will be allowed a meal break of 20 minutes after ordinary hours before starting overtime. This break will be paid for at ordinary rates.

L.3.7 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.

L.4 JUNIOR EMPLOYEES

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:

<u>Age</u>	<u>%</u>
<u>17 years of age and under</u>	<u>60</u>
<u>18 years of age</u>	<u>70</u>
<u>19 years of age</u>	<u>85</u>
<u>20 years of age</u>	<u>100</u>

L.5 ALLOWANCES

L.5.1 Meal Allowance club managers

- (a) 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 \$12.71, whenever the club is providing such meals.
- (b) 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 \$12.71 per meal.
- (c) Despite the provisions of this clause, an employer and an employee may agree in writing that an allowance of \$12.71 per meal will be paid instead of the provision of a meal free of cost to the employee.
- (d) Where a club does not provide a meal for members, the employee will be entitled to an allowance of \$12.71 per meal.

L.5.2 Maintenance and horticultural employee tool allowance

Where a maintenance and horticultural employee is required to supply and use their own tools, the employer will reimburse the cost of such tools

L.5.3 Uniforms – club managers

- (a) 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 supplied by the employer.
- (b) Where the employer requires a manager to wear a uniform, the employer must pay to the employee an allowance 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.
- (c) 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.
- (d) 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.

L.5.4 Expenses – club managers

An employee will be reimbursed for all monies reasonably expended by the employee for and on behalf of the employer subject to Board policy or approval.

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.

L.5.5 Maintenance and horticultural employees training allowance

Maintenance and horticultural employees undertaking a horticultural, maintenance and/or greenkeeping certificate course required by their employer will be given leave in the employer's time to attend such classes, lectures and examinations as required by the relevant technical college. Fees for the course will be reimbursed by the employer to the employee at the successful completion of each year.

L.5.6 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% of the standard weekly rate per day, for such broken work period worked.

L.6 SALARY ARRANGEMENTS

L.6.1 Managerial Classifications (Levels 7-13 inclusive)

(a) Subject to the requirements of the NES, the provisions of clauses:

- 25—Higher duties;
- 21.3(a)—Broken shifts;
- 29—Ordinary hours of work and rostering (other than sub clause 29(f)—Special provisions for accrued rostered days off—club managers);
- 33(s)—Recall to duty—club managers;
- 33—Overtime; and
- 32—Penalty rates (other than penalty rate provisions relating to public holidays (see clause 2932));

will not apply to a club manager receiving a salary of 20% in excess of the minimum annual salary rates for the appropriate classification prescribed in Schedule D—Classification Definitions.

(b) Subject to the requirements of the NES, the provisions of clauses:

- 21.1(a)—Meal allowance;
- 21—Uniforms—club managers;
- 21.1(e)—Vehicle allowance;
- 25—Higher duties;
- 21.3(a)—Broken shifts;
- 29—Ordinary hours of work and rostering;
- 33(s)—Recall to duty—club managers;
- 33—Overtime;
- 32—Penalty rates; and
- 37.1(a)—Additional arrangements for full-time employees

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 D—Classification Definitions.

(c) To avoid doubt, where a club manager is not paid in accordance with either paragraph (i) or (ii) above, the club manager will be entitled to the benefits of all relevant provisions of this Award.

[L.6.2 Maintenance and horticultural levels 1-4

An employee classified at Maintenance and horticultural levels 1–4 (as defined) may freely agree in writing to payment of a salary of not less than 33% in excess of the minimum weekly rate of pay for level 4 (Maintenance and horticultural level 3—tradesperson) instead of the following provisions of the award—clause 21.1(a)—Meal allowance; clause 31—Meal breaks; clause 29—Ordinary hours of work and rostering; clause 33— Overtime; and clause 37—Public holidays, provided that no employee on such a salary arrangement will be required to work in excess of 38 ordinary hours per week, averaged over a 52 week period. An agreement made pursuant to this subclause may be terminated by either party after 12 months by giving 28 days’ written notice or such lesser period as is agreed.

L.7 OTHER PROVISIONS

L.7.1 Shiftworker – additional week of annual leave

For the purpose of the additional week of annual leave provided by the NES, a **shiftworker** is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays, and includes a club manager.

L.7.2 Accommodation – club managers

(a) Where a club provides accommodation for a club manager, a club manager and spouse or de facto partner, or a club manager, spouse or de facto partner 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.

(a)(b) 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

L.7.3 Professional development leave – club managers

(a) This clause applies only to club managers.

(b) 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. 56 (c)

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

(d) The entitlement to paid professional development leave is dependent on:

(i) 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;

(ii) the granting of leave not unduly affecting the operation of the club; and

(iii) 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.

(e) The club will reimburse an employee for any costs associated with undertaking continuing education programs and industry activities.