

**IN THE FAIR WORK COMMISSION**

**Matter No: AM2016/15, AM2014/272**

**Section 156 - Four Yearly Review of Modern Awards –Plain Language redrafting –*Hospitality Industry (General) Award 2010***

**SUBMISSION OF UNITED VOICE**

1. This submission is in response to the Statement<sup>1</sup> made 25 October 2017 ('October Statement') in relation to the plain language redrafting of the *Hospitality Industry (General) Award 2010* ('Hospitality Award').

**Outstanding Items**

***Item 4***

2. The exclusion of the appropriate level of training for casino gaming employees appears to be a drafting error. We have no objection to the course of action proposed by the Commission in paragraph 19 of the October Statement.

***Item 7***

3. We continue to press this matter and we rely on paragraph 10 of our submission in reply dated 22 June 2017.

***Item 19***

4. We note that the drafter has commented that a Note could be inserted in clause 11.4 to clarify that an employer and a casual employee may agree to a weekly or fortnightly pay cycle.
5. The addition of a Note referring to a separate clause is unnecessarily complicated given that the current wording of the plain language draft expresses the entitlement clearly.
6. The Union prefers the current wording of the plain language draft and continues to press this matter.

***Item 20***

7. Apprenticeships do not always operate on a full time basis. However, clause 12.3 specifically references full time employment. The reference in clause 12.3 to full time employment assumes part time apprenticeships do not exist.
8. We continue to press this matter and we refer to page 1 of our submission dated 5 September 2017.

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<sup>1</sup> [2017] FWC 5402

**Item 28**

9. The Union notes the drafter's comment that a definition of '*catering employer*' could be included to clarify the operation of the clause.
10. The Union does not oppose including a definition of '*catering employer*'.

**Item 29**

11. We note the drafter's comments that the additional words are intended to clarify that an employee who has accrued an entitlement to a rostered day off is entitled to be paid for that day.
12. We withdraw our objection to clause 15.2(i).

**Item 56**

13. We continue to press this matter and we rely on paragraphs 12 - 23 of our submission dated 8 June 2017.

**Items 59 and 60**

14. We continue to press these matters and we rely on paragraphs 26-28 of our submission dated 8 June 2017.

**Changes to the revised plain language exposure draft of the Hospitality Award**

***Clause 28. Overtime***

15. We note that in clause 28.1 the Commission has inserted the words '*An employer may require a full time or part time employee to work additional hours.*'
16. The current wording of the award in clause 33.1 contains a qualifier that the overtime hours must be '*reasonable*'.
17. The Note in clause 28.1 provides that an employee may refuse to work additional hours if they are unreasonable. However, the clause no longer contains an obligation on the employer to ensure that overtime hours are reasonable.
18. Under the current clause, an employer can only require an employee to work *reasonable* overtime. An employee may refuse to work overtime where it is unreasonable.
19. Under the new clause 28.1, the employer's right to require an employee to work additional hours has expanded, as the employer is no longer required to give initial consideration to whether the additional hours are reasonable.
20. The new clause 28.1 shifts the responsibility solely onto the employee to raise the issue of whether the additional hours are reasonable or unreasonable.

21. The Union proposes the following wording for clause 28.1:

*'An employer may require a full time or part time employee to work reasonable additional hours.'*

**United Voice**  
**20 November 2017**