

EXPOSURE DRAFT

Hospitality Industry (General) Award 2017

This plain language exposure draft has been prepared by staff of the Fair Work Commission based on the *Hospitality Industry (General) Award 2010* as at 27 April 2017. This exposure draft does not seek to amend any entitlements under the *Hospitality Industry (General) Award 2010*. It has been prepared to address some of the structural issues identified in modern awards and to apply plain language drafting principles and techniques to award-specific provisions.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2016/15](#). Additionally, a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

This draft does not represent the concluded view of the Commission in this matter.

Table of Contents

	Page
Part 1— Application and Operation of this Award	4
1. Title and commencement	4
2. Definitions.....	4
3. The National Employment Standards and this award.....	7
4. Coverage	7
5. Effect of variations made by the Fair Work Commission.....	9
6. Individual flexibility arrangements	9
7. Facilitative provisions for flexible working practices.....	9
Part 2— Types of Employment and Classifications.....	10
8. Types of employment.....	10
9. Full-time employment.....	10
10. Part-time employment.....	10
11. Casual employment.....	11
12. Apprentices	12
13. Junior employees.....	14
14. Classifications	14
Part 3— Hours of Work	14
15. Ordinary hours of work.....	14
16. Breaks.....	17

Part 4— Wages and Allowances	18
17. Work organisation.....	18
18. Minimum rates	18
19. Apprentice rates	23
20. Higher duties	25
21. Payment of wages	25
22. Annualised salary arrangements	26
23. Salaries absorption (Managerial Staff (Hotels))	27
24. Allowances.....	27
25. Superannuation.....	32
Part 5— Overtime and Penalty Rates	33
26. Overtime.....	33
27. Penalty rates	36
Part 6— Leave and Public Holidays.....	37
28. Annual leave	37
29. Personal/carer’s leave and compassionate leave.....	42
30. Community service leave.....	42
31. Public holidays.....	42
Part 7— Industry Specific Provisions	42
32. No deduction for breakages or cashiering underings.....	42
33. Deductions for provision of employee accommodation and meals	43
Part 8— Consultation and Dispute Resolution.....	44
34. Consultation about major workplace change	44
35. Consultation about changes to rosters or hours of work.....	44
36. Dispute resolution	45
Part 9— Termination of Employment and Redundancy	45
37. Termination of employment.....	45
38. Redundancy.....	45
39. Transfer to lower paid job on redundancy	45
40. Employee leaving during redundancy notice period.....	45
41. Job search entitlement.....	45

Schedule A —Classification Structure and Definitions	46
Schedule B —Summary of Hourly Rates of Pay	59
Schedule C —Summary of Monetary Allowances	65
Schedule D —School-based Apprentices.....	69
Schedule E — Supported Wage System.....	70
Schedule F —National Training Wage.....	71
Schedule G —2017 Part-day Public Holidays	72
Schedule H —Agreement for Time Off Instead of Payment for Overtime	73
Schedule I —Agreement to Take Annual Leave in Advance	74
Schedule J —Agreement to Cash Out Annual Leave	75

Part 1—Application and Operation of this Award

1. Title and commencement

- 1.1 This is the *Hospitality Industry (General) Award [2017]*.
- 1.2 This modern award, as varied, commenced operation on 1 January 2010.
- 1.3 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 this award.
- 1.4 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. Definitions

In this award:

Act means the [Fair Work Act 2009](#) (Cth).

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

adult employee means an employee who is 21 years of age or over.

all purpose allowance means an allowance that is payable for all purposes in accordance with clause 24.2(a).

NOTE 1: Where an allowance is payable for all purposes in accordance with clause 24.2(a), the allowance forms part of the employee's ordinary hourly rate and must be added to the minimum hourly rate when calculating penalties or overtime.

appropriate level of training, in relation to an employee other than a casino gaming employee, means that the employee:

- (a) has completed an appropriate training program that meets the training and assessment requirements of a qualification or one or more appropriate units of competency forming part of a training package; or
- (b) has been assessed by a qualified skills assessor as having skills at least equivalent to those attained in an appropriate training program; or
- (c) as at 30 June 2010, had been doing the work of a particular classification for a period of at least 3 months.

NOTE 1: The minimum classification level for an employee who has completed AQF Certificate III or higher qualifications relevant to the classification in which they are employed and who makes use of skills and knowledge derived from

Certificate III competencies relevant to the work undertaken is Level 4 specified in clause 18.1 (Minimum rates). Any dispute about an employee's entitlement to be paid at Level 4 must be dealt with in accordance with clause 36—Dispute resolution.

NOTE 2: See Schedule A—Classification Structure and Definitions in relation to casino gaming employees.

casino means a gaming establishment holding a casino licence under relevant State or Territory legislation and does not include a gaming facility that is a part of a hospitality establishment such as a hotel or tavern operation.

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

employee means a national system employee as defined by section 13 of the [Act](#).

employer means a national system employer as defined by section 14 of the [Act](#).

enterprise instrument has the meaning given by subitem 2(1) of Schedule 6 to the [Fair Work \(Transitional Provisions and Consequential Amendments\) Act 2009](#) (Cth).

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

junior employee means an employee who is less than 21 years of age.

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

long term casual employee has the meaning given by section 12 of the [Act](#).

Managerial staff (Hotels) means an employee within the Managerial staff (Hotels) classification level as defined in Schedule A—Classification Structure and Definitions.

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

National Employment Standards, see Part 2-2 of the [Act](#). Divisions 3 to 12 of Part 2-2 of the [Act](#) constitute the *National Employment Standards*. An extract of section 61 of the [Act](#) is reproduced below.

The National Employment Standards are minimum standards applying to employment of employees. The minimum standards relate to the following matters:

- (a) maximum weekly hours (Division 3);
- (b) requests for flexible working arrangements (Division 4);
- (c) parental leave and related entitlements (Division 5);
- (d) annual leave (Division 6);
- (e) personal/carer's leave and compassionate leave (Division 7);
- (f) community service leave (Division 8);
- (g) long service leave (Division 9);

- (h) public holidays (Division 10);
- (i) notice of termination and redundancy pay (Division 11);
- (j) Fair Work Information Statement (Division 12).

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

ordinary hourly rate means the minimum hourly rate for an employee plus any all purpose allowances to which the employee is entitled.

resort means an establishment that provides hotel services, accommodation and food and beverages together with access to recreation facilities for guests.

restaurant means a restaurant, reception centre, night club, cafe, roadhouse and includes any tea room operated in, or in connection with, a restaurant business.

rostered day off means a continuous 24 hour period between the end of the last ordinary shift, and the start of the next ordinary shift, on which an employee is rostered for duty.

shiftworker, see clause 28.2 (Annual leave).

spread of hours means the period between when an employee starts and finishes work within any period of 24 hours.

standard hourly rate means the minimum hourly rate for a Level 4 classification (Cook (tradesperson) grade 3) in Table 3—Minimum rates (see clause 18.1).

standard weekly rate means the minimum weekly rate for a Level 4 classification (Cook (tradesperson) grade 3) in Table 3—Minimum rates (see clause 18.1).

State reference public sector modern award has the meaning given by subitem 3(2) of Schedule 6A to the [*Fair Work \(Transitional Provisions and Consequential Amendments\) Act 2009 \(Cth\)*](#).

State reference public sector transitional award has the meaning given by subitem 2(1) of Schedule 6A to the [*Fair Work \(Transitional Provisions and Consequential Amendments\) Act 2009 \(Cth\)*](#).

Table 1—Facilitative provisions means the Table in clause 7.2.

Table 2—Entitlements to meal and rest break(s) means the Table in clause 16.2.

Table 3—Minimum rates means the Table in clause 18.1.

Table 4—Casino gaming minimum rates means the Table in clause 18.3.

Table 5—Junior employees (other than junior office employees) means the Table in clause 18.4(a).

Table 6—Junior office employees means the Table in clause 18.4(b).

Table 7—Cooking apprentice minimum rates means the Table in clause 19.1(a).

Table 8—Waiting apprentice minimum rates means the Table in clause 19.2(a).

Table 9—Supervisory allowance means the Table in clause 24.13.

Table 10—Overtime rates means the Table in clause 26.2.

Table 11—Penalty rates means the Table in clause 27.2.

Table 12—Employees on adult rates means the Table in clause 33.3.

Table 13—Employees on junior rates means the Table in clause 33.4.

3. The National Employment Standards and this award

- 3.1** The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 3.2** Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.
- 3.3** The employer must ensure that copies of this award and of the [NES](#) are available to all employees to whom they apply, either on a notice board conveniently located at or near the workplace or through accessible electronic means.

4. Coverage

- 4.1** This industry award covers, to the exclusion of any other modern award:
- (a) employers in the hospitality industry throughout Australia; and
 - (b) employees (with a classification defined in Schedule A—Classification Structure and Definitions) of employers mentioned in paragraph (a).
- 4.2** For the purposes of clause 4.1, **hospitality industry** includes:
- (a) hotels; and
 - (b) motor inns and motels; and
 - (c) boarding establishments; and
 - (d) condominiums or similar establishments; and
 - (e) health or recreational farms; and
 - (f) private hotels, guest houses or serviced apartments; and
 - (g) caravan parks; and
 - (h) ski lodges; and
 - (i) holiday flats or units, ranches or farms; and
 - (j) hostels or any other type of residential or tourist accommodation; and
 - (k) wine saloons, wine bars or taverns; and
 - (l) liquor booths; and

- (m) resorts; and
- (n) caterers; and
- (o) restaurants operating in, or in connection with, premises owned or operated by employers otherwise covered by this award; and
- (p) casinos; and
- (q) function areas or convention or similar facilities operating in, or in connection with, premises mentioned in paragraphs (a) to (p).

4.3 This industry award also covers:

- (a) on-hire employees working in the hospitality industry (with a classification defined in Schedule A—Classification Structure and Definitions) and the on-hire employers of those employees; and
- (b) apprentices or trainees engaged or employed by a group training employer and hosted by an employer covered by this award to work in the hospitality industry (with a classification defined in Schedule A—Classification Structure and Definitions) and the group training employers of those apprentices or trainees.

4.4 However, this industry award does not cover any of the following:

- (a) employees excluded from award coverage by the [Act](#); or
NOTE: See section 143(7) of the [Act](#).
- (b) employees covered by a modern enterprise award or an enterprise instrument or their employers; or
- (c) employees covered by a State reference public sector modern award or a State reference public sector transitional award or their employers; or
- (d) employers in the following industries or their employees:
 - (i) clubs registered or recognised under State or Territory legislation; and
 - (ii) boarding schools or residential colleges; and
 - (iii) hospitals; and
 - (iv) orphanages; and
 - (v) councils, county councils, municipal councils, shires, shire councils or local government bodies established under State or Territory legislation; and
 - (vi) catering by a restaurant business; and
 - (vii) theme parks; and
 - (viii) in-flight catering for airlines; and

- (ix) restaurants covered by the *Fast Food Industry Award 2010*, the *Registered and Licensed Clubs Award 2010* or the *Restaurant Industry Award [2017]*; and
- (x) contract cleaning undertaken by companies not operating exclusively in the hospitality industry; and
- (xi) catering services provided by employers in the aged care industry (except where these services are provided for or within an aged care facility by employers otherwise covered by this award); and
- (xii) contract security, contract gardening or contract maintenance provided by an external provider, whose primary business falls outside the hospitality operation; and
- (xiii) businesses primarily concerned with the sale of petroleum or mixed functions involving the sale of petroleum.

4.5 If an employer is covered by more than one award, an employee of that employer is covered by the award containing the classification that is most appropriate to the work performed by the employee and the industry in which they work.

NOTE: An employee working in the hospitality industry who is not covered by this industry award may be covered by an award with occupational coverage.

5. Effect of variations made by the Fair Work Commission

A variation of this award made by the Fair Work Commission does not affect any right, privilege, obligation or liability acquired, accrued or incurred under this award as in force before that variation.

6. Individual flexibility arrangements

Standard clause – not reproduced here. Standard clauses subject to conference on 11 April 2017. Please see Statement issued 27 March 2017 [PR591212](#)

7. Facilitative provisions for flexible working practices

7.1 This award contains facilitative provisions which allow agreement between an employer and an individual employee, or the majority of employees, on how specific award provisions are to apply at the workplace.

7.2 The following clauses have facilitative provisions:

Table 1—Facilitative provisions

Clause	Provision	Agreement between an employer and:
15.2(b)	Catering in remote locations	the majority of employees
15.3(a)	Make-up time (introduction of system of make-up time)	the majority of employees

Clause	Provision	Agreement between an employer and:
15.3(b)	Make-up time (agreement to take make-up time)	an individual employee
26.3	Time off instead of payment for overtime	an individual employee
28.9	Annual leave in advance	an individual employee
28.10	Cashing out of annual leave	an individual employee

7.3 The agreement must be kept by the employer as a time and wages record.

Part 2—Types of Employment and Classifications

8. Types of employment

8.1 An employee covered by this award must be one of the following:

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

8.2 At the time of engaging an employee, the employer must inform the employee of the terms of their engagement, including whether they are engaged as a full-time, part-time or casual employee.

9. Full-time employment

An employee who is engaged to work an average of 38 ordinary hours per week in accordance with an agreed hours of work arrangement is a full-time employee.

NOTE: The hours of work arrangement is agreed between the employer and the employee. See clause 15.1(b) (Ordinary hours of work).

10. Part-time employment

Part-time employment provisions may be affected by [AM2014/196](#)

10.1 An employee who is engaged to work for fewer than an average of 38 ordinary hours per week and whose hours of work are reasonably predictable is a part-time employee.

10.2 An employer may employ part-time employees with any classification defined in Schedule A—Classification Structure and Definitions.

- 10.3** This award applies to a part-time employee in the same way that it applies to a full-time employee except as otherwise expressly provided by this award.
- 10.4** A part-time employee is entitled to payments in respect of annual leave, personal/carer's leave, compassionate leave or public holidays on a proportionate basis.
- 10.5** At the time of engaging a part-time employee, the employer must agree in writing with the employee to all of the following:
- (a) the number of hours to be worked each day; and
 - (b) the days of the week on which the employee will work; and
 - (c) the times at which the employee will start and finish work each day.
- 10.6** The employer and the employee may vary an agreement under clause 10.5. Any variation must be recorded in writing.
- 10.7** An agreement under clause 10.5, or any variation of it under clause 10.6, must satisfy each of the following conditions:
- (a) the minimum number of ordinary hours that may be worked on any day is 3 (excluding meal breaks); and
 - (b) the maximum number of ordinary hours that may be worked on any day is 11.5 (excluding meal breaks); and
 - (c) an employee who is rostered to work more than 10 ordinary hours on more than 3 consecutive days is entitled to a break of at least 48 hours after the last consecutive day on which the employee works more than 10 ordinary hours; and
 - (d) the maximum number of days on which an employee may work more than 10 ordinary hours in a 4 week cycle is 8; and
 - (e) the maximum spread of hours for an employee who works split shifts is 12.
- 10.8** An employer must roster a part-time employee to work on any shift for a minimum of 3 consecutive hours.
- 10.9** A part-time employee must be paid in accordance with clause 18—Minimum rates for each ordinary hour worked.
- 10.10** The employer must keep a copy of any agreement under clause 10.5, and any variation under clause 10.6, and give another copy to the employee.

11. Casual employment

Casual employment provisions may be affected by [AM2014/197](#)

- 11.1** An employee who is not covered by clause 9—Full-time employment or clause 10—Part-time employment must be engaged and paid as a casual employee.

- 11.2** An employer must pay a casual employee for each ordinary hour worked a loading of 25% on top of the minimum hourly rate otherwise applicable under clause 18—Minimum rates.

NOTE: The casual loading is payable instead of entitlements from which casuals are excluded by the terms of this award and the [NES](#). See Part 2-2 of the [Act](#).

- 11.3** An employer must pay a casual employee for a minimum of 2 hours' work on each occasion on which the casual employee is rostered to attend work even if the employee works for a shorter time.
- 11.4** An employer must pay a casual employee at the end of each engagement unless the employer and the employee have agreed that the pay period of the employee is either weekly or fortnightly.

11.5 Moving between types of employment

Drafting of this clause will occur after determination of the Part-time and Casual common issue. See [AM2014/197](#)

12. Apprentices

- 12.1** An employer may engage apprentices.
- 12.2** Any engagement must be in accordance with the law regulating apprenticeships in force in the place in which the apprentice is engaged.
- 12.3** This award applies to an apprentice in the same way that it applies to a full-time employee except as otherwise expressly provided by this award.
- 12.4** An employer must pay an apprentice in accordance with clause 19—Apprentice rates.
- 12.5** An employer must not require an apprentice under the age of 18 to work overtime or shiftwork. However, an apprentice may agree to work overtime or shiftwork if requested to do so.
- 12.6** Except in an emergency, an employer must not require an apprentice to work overtime or shiftwork at any time that would prevent their attendance at training in accordance with their training contract.

12.7 Training

- (a) An employer must release an apprentice from work to attend training or any assessment in accordance with their training contract without loss of pay or continuity of employment.
- (b) Subject to Schedule D—School-based Apprentices, time spent by an apprentice in attending training or any assessment in accordance with their training contract is to be regarded as time worked for the employer for the purpose of calculating the apprentice's wages and determining the apprentice's employment conditions.
- (c) An employer must reimburse an apprentice for all fees paid by the apprentice themselves to a registered training organisation (RTO) for courses that the

apprentice is required to attend, and all costs incurred by the apprentice in purchasing textbooks (not provided or otherwise made available by the employer) that the apprentice is required to study, for the purposes of the apprenticeship.

- (d) The employer must make any reimbursement required under paragraph (c) by whichever of the following is the later:
 - (i) 6 months after the start of the apprenticeship; or
 - (ii) 6 months after the relevant stage of the apprenticeship; or
 - (iii) 3 months after the start of the training provided by the RTO.
- (e) Reimbursement under paragraph (c) is subject to the employer being satisfied that the apprentice is making satisfactory progress in the apprenticeship.

12.8 Block release training

- (a) Clause 12.8 applies to an apprentice who is required to attend block release training in accordance with their training contract.
- (b) If the training requires an overnight stay, the employer must pay for the reasonable travel costs incurred by the apprentice in travelling to and from the training.
- (c) The employer is not obliged to pay costs under paragraph (b) if the apprentice could have attended training at a closer venue and attending the more distant training had not been agreed between the employer and the apprentice.
- (d) Reasonable travel costs in paragraph (b) include:
 - (i) the total cost of reasonable transportation (including transportation of tools, where required) to and from the training; and
 - (ii) accommodation costs; and
 - (iii) reasonable expenses, including for meals, incurred which exceed those incurred in the normal course of travelling to and from the workplace.
- (e) Reasonable costs in paragraph (b) do not include payment for travelling time or expenses incurred while not travelling to and from the block release training.
- (f) The amount an employer must pay under paragraph (b) may be reduced by any amount that the apprentice has received, or was eligible to receive, for travel costs to attend block release training under a Government apprentice assistance scheme.
- (g) The employer may only make a reduction under paragraph (f) for an amount that an apprentice was eligible to receive, but did not receive, if the employer advised the apprentice in writing of the availability of the assistance and the apprentice choose not to seek it.

13. Junior employees

NOTE: Junior employee is defined in clause 2—Definitions.

- 13.1** An employer may engage junior employees.
- 13.2** An employer must pay a junior employee in accordance with clause 18.4—Junior rates.
- 13.3** An employer must not require an employee under 18 years of age to work more than 10 hours in a shift.
- 13.4** If permitted under the law applying in the relevant place, junior employees may work in a bar or other place where liquor is sold or dispensed.
- 13.5** Junior employees working as liquor service employees must be paid as an adult in accordance with Table 3—Minimum rates (see clause 18.1) at the classification rate for the work being performed.
- 13.6** An employer may at any time demand that a junior employee produce a birth certificate or other satisfactory proof of age. If the employer demands a birth certificate, the employer must pay the cost of obtaining the certificate.

14. Classifications

An employer must classify an employee covered by this award in accordance with Schedule A—Classification Structure and Definitions.

NOTE: The minimum rates applicable to the classifications in this award are in clause 18—Minimum rates.

Part 3—Hours of Work

15. Ordinary hours of work

15.1 Full-time employees

- (a)** The employer and a full-time employee must agree on the arrangement for working the average of 38 ordinary hours per week required for full-time employment.
- (b)** The following options are available:
 - (i)** working 19 days of 8 hours each per month; and
 - (ii)** working 4 days of 8 hours each and one day of 6 hours per week; and
 - (iii)** working 4 days of 9.5 hours each per week; and
 - (iv)** working 5 days of 7 hours and 36 minutes each per week; and
 - (v)** working 152 hours per 4 week cycle with at least 8 days off ; and

Plain Language Exposure draft – Hospitality Industry (General) Award 2017

- (vi) working 160 hours per 4 week cycle with at least 8 days off plus one rostered day off; and
 - (vii) any combination of the ways set out in subparagraphs (i) to (vi).
- (c) The arrangement agreed must adopt one of the options mentioned in paragraph (b) and must satisfy the following conditions:
 - (i) the minimum number of ordinary hours that may be worked on any day is 6 (excluding meal breaks); and
 - (ii) the maximum number of ordinary hours that may be worked on any day is 11.5 (excluding meal breaks); and
 - (iii) an employee who is rostered to work more than 10 ordinary hours on more than 3 consecutive days is entitled to a break of at least 48 hours after the last consecutive day on which the employee works more than 10 ordinary hours; and
 - (iv) the maximum number of days on which an employee may work more than 10 ordinary hours in a 4 week cycle is 8; and
 - (v) the maximum spread of hours for an employee who works split shifts is 12; and
 - (vi) for the option mentioned in paragraph (b)(v), the conditions set out in paragraph (d) in addition to those set out in subparagraphs (i) to (v); and
 - (vii) for the option mentioned in paragraph (b)(vi), the conditions set out in paragraph (e) in addition to those set out in subparagraphs (i) to (v).
- (d) The additional conditions are:
 - (i) the employer must not roster an employee to work on more than 10 consecutive days without a rostered day off; and
 - (ii) if an employer rosters an employee to work on more than 20 days in a 4 week period, the employer must pay the employee at the overtime rate for each day worked in excess of 20 in that period.
- (e) The additional conditions are:
 - (i) the employer must not roster an employee to work on more than 10 consecutive days without a rostered day off; and
 - (ii) where practicable, the employer must roster an employee's rostered day off for the day directly before or after a normal day off for the employee; and
 - (iii) up to 5 rostered days off may be banked; and
 - (iv) an employee may, with the consent of the employer, take rostered days off in part day amounts; and
 - (v) where practicable, if an employee's rostered day off falls on a public holiday, the rostered day off is moved to the next working day; and

- (vi) in calculating the number of days worked in the 4 week cycle, each day of paid leave (other than annual leave and long service leave) and any public holiday occurring during the cycle must be regarded as a day worked; and
- (vii) the employer must pay an employee, who has not accrued a rostered day off because the employee did not work a complete 4 week cycle, a proportionate amount at the rate of 24 minutes pay for each 8 hour day worked in the cycle.

15.2 Catering in remote locations

- (a) Clause 15.2 applies to employers providing catering services to clients in remote locations and their employees.
- (b) Despite clause 15.1, the employer and a majority of the employees at a workplace may agree to schedule work over consecutive recurring cycles followed by consecutive non-working days.
- (c) The employer and a majority of the employees at the workplace may agree to vary a schedule of work under paragraph (b).
- (d) The maximum number of ordinary hours that may be worked during a cycle must not exceed 40 multiplied by the number of working and non-working weeks in the cycle.
- (e) An employer who rosters an employee to work any time in excess of the total number of ordinary hours in an agreed schedule of work under paragraph (b) must pay the employee at the overtime rate for any time worked in excess of that total number.
- (f) An employer must pay an employee at the overtime rate for any time worked in excess of 8 hours per day.
- (g) Wages may be paid according to the average number of hours per week in a roster cycle instead of the actual number of ordinary hours worked in any particular week of the cycle.
- (h) An employee accrues rostered days off as set out in clause 15.1(b)(vi).
- (i) An employee is not entitled to payment for non-working days other than rostered days off.

15.3 Make-up time

- (a) The employer and a majority of the employees at a workplace may agree to introduce an arrangement at the workplace under which an employee takes time off during the employee's ordinary hours of work and makes up that time later.
- (b) If an agreement under paragraph (a) has been made for a workplace, an employee may elect, with the consent of the employer, to take time off and make up that time later.
- (c) An employee working make-up time is entitled to breaks in accordance with clause 16—Breaks.

- (d) If make-up time is worked at a time when penalty rates are applicable under clause 27—Penalty rates, the employer must pay the employee in accordance with Table 11—Penalty rates (see clause 27.2) for that time.
- (e) The employer must keep a record of make-up time arrangements as a time and wages record.

15.4 Rosters (Full-time and part-time employees)

- (a) The following rostering provisions apply to full-time and part-time employees.
- (b) The employer must prepare a roster showing for each employee their name and the times at which they start and finish work.
- (c) The employer must post the roster in a conspicuous place that is easily accessible by the employees.
- (d) The roster of an employee may be changed at any time by the employer and employee by mutual agreement or by the employer giving the employee 7 days’ notice of the change.
- (e) An employee must have a minimum break of 10 hours between when the employee finishes work on one day and starts work on the next and a minimum break of 8 hours for a changeover of rosters.

15.5 Notice of days off (including rostered days off)

- (a) An employer must, where practicable, give an employee a minimum of 2 weeks’ notice of any rostered day off.
- (b) A rostered day off may be changed by the employer and employee by mutual agreement or for any reason beyond the control of the employer (including sickness).

16. Breaks

16.1 Clause 16 gives an employee an entitlement to meal breaks and rest breaks.

16.2 An employee who works the number of hours in any one shift specified in column 1 of Table 2—Entitlements to meal and rest break(s) is entitled to a break or breaks as specified in column 2.

Table 2—Entitlements to meal and rest break(s)

Column 1	Column 2
Hours worked per shift	Breaks
More than 5 and up to 6	30 minute unpaid meal break
More than 6 and up to 8	30 minute unpaid meal break (to be taken after the first 2 hours of work and within the first 6 hours of work)
More than 8 and up to 10	30 minute unpaid meal break (to be taken after the first 2 hours of work and within the first 6 hours of

Column 1	Column 2
Hours worked per shift	Breaks
	work) One 20 minute paid rest break (may be taken as two 10 minute paid rest breaks)
More than 10	30 minute unpaid meal break (to be taken after the first 2 hours of work and within the first 6 hours of work) Two 20 minute paid rest breaks

16.3 In rostering the additional paid rest breaks, the employer must seek to ensure that breaks are spread evenly across the shift.

16.4 An employee working a shift of more than 5 and up to 6 hours who elects to take an unpaid meal break must request the break in writing no later than the start of their shift. The employer must not unreasonably refuse the employee’s request.

16.5 A request under clause 16.4 applies to all shifts of more than 5 hours worked by that employee unless otherwise agreed between the employee and the employer.

16.6 If an employee is not allowed to take an unpaid meal break in accordance with clause 16.2 during a shift of more than 6 hours, the employer must pay the employee at the rate of **150%** of the employee’s ordinary hourly rate from the end of 6 hours after starting work until either the employee is allowed to take it or the shift ends.

16.7 Additional rest break

An employer must give an employee an additional paid rest break of 20 minutes in any of the following circumstances:

- (a) the employee is required to work more than 5 continuous hours after an unpaid meal break; or
- (b) the employee is required to work more than 2 hours overtime after finishing their rostered hours.

Part 4—Wages and Allowances

17. Work organisation

An employer may require an employee to perform duties across the different classification streams set out in Schedule A—Classification Structure and Definitions that they are competent to perform.

18. Minimum rates

18.1 An employer must pay an adult employee (other than an apprentice) the minimum hourly rate specified in column 3 (or for a full-time employee the minimum weekly

Plain Language Exposure draft – Hospitality Industry (General) Award 2017

rate specified in column 2) in accordance with the employee classification specified in column 1 of Table 3—Minimum rates.

NOTE 1: Adult employee is defined in clause 2—Definitions.

NOTE 2: Provisions for calculating wages for an employee aged under 21 years is at clause 18.4—Junior rates.

Table 3—Minimum rates

Column 1	Column 2	Column 3
Employee classification	Minimum weekly rate	Minimum hourly rate
Introductory level	\$672.70	\$17.70
Level 1	\$692.10	\$18.21
Food and beverage attendant grade 1		
Guest service grade 1		
Kitchen attendant grade 1		
Level 2	\$718.60	\$18.91
Clerical grade 1		
Cook grade 1		
Door person/security officer grade 1		
Food and beverage attendant grade 2		
Front office grade 1		
Guest service grade 2		
Kitchen attendant grade 2		
Leisure attendant grade 1		
Gardener grade 1		
Storeperson grade 1		
Level 3	\$743.30	\$19.56
Clerical grade 2		
Cook grade 2		
Food and beverage attendant grade 3		
Fork-lift driver		
Front office grade 2		
Guest service grade 3		
Handyperson		

Plain Language Exposure draft – Hospitality Industry (General) Award 2017

Column 1	Column 2	Column 3
Employee classification	Minimum weekly rate	Minimum hourly rate
Kitchen attendant grade 3		
Leisure attendant grade 2		
Gardener grade 2		
Storeperson grade 2		
Timekeeper/security officer grade 2		
Level 4	\$783.30	\$20.61
Clerical grade 3		
Cook (tradesperson) grade 3		
Food and beverage attendant (tradesperson) grade 4		
Front office grade 3		
Guest service grade 4		
Leisure attendant grade 3		
Gardener grade 3 (tradesperson)		
Storeperson grade 3		
Level 5	\$832.30	\$21.90
Clerical supervisor		
Cook (tradesperson) grade 4		
Food and beverage supervisor		
Front office supervisor		
Guest service supervisor		
Gardener grade 4 (tradesperson)		
Level 6	\$854.60	\$22.49
Cook (tradesperson) grade 5		

18.2 Managerial staff (Hotels)

An employer must pay an employee within the Managerial Staff (Hotels) classification level as defined by Schedule A—Classification Structure and Definitions a minimum annual salary of **\$44,518.00**.

18.3 Casino gaming classifications

An employer must pay an adult employee (other than an apprentice) the minimum weekly rate specified in column 2 in accordance with the employee classification

specified in column 1 of Table 4—Casino gaming minimum rates as defined by the Casino Gaming Stream in Schedule A—Classification Structure and Definitions.

Table 4—Casino gaming minimum rates

Column 1 Employee classification	Column 2 Minimum weekly rate
Introductory level	\$692.10
Level 1	\$734.00
Casino electronic gaming employee grade 1	
Level 2	\$758.70
Casino electronic gaming employee grade 2	
Casino equipment technician grade 1	
Casino table gaming employee grade 1	
Customer liaison officer	
Gaming finance employee grade 1	
Level 3	\$783.30
Casino equipment technician grade 2	
Gaming finance employee grade 2	
Security officer grade 1	
Level 3A Casino table gaming employee grade 2	\$820.00
Level 4	\$832.30
Casino equipment technician grade 3	
Gaming finance employee grade 3	
Security officer grade 2	
Level 5	\$857.10
Casino table gaming employee grade 3	
Gaming finance employee grade 4	
Level 6	\$881.70

Column 1	Column 2
Employee classification	Minimum weekly rate
Casino table gaming employee grade 4	
Gaming finance employee grade 5	
Surveillance operator	

18.4 Junior rates

NOTE: Junior employee is defined in clause 2—Definitions.

(a) Junior employees (other than junior office employees)

An employer must pay a junior employee, who is not a junior office employee, aged as specified in column 1 of Table 5—Junior employees (other than junior office employees) the minimum percentage specified in column 2 of the minimum rate that would otherwise be applicable under Table 3—Minimum rates (see clause 18.1).

Table 5—Junior employees (other than junior office employees)

Column 1	Column 2
Age	% of minimum rate
16 years of age and under	50%
17 years of age	60%
18 years of age	70%
19 years of age	85%
20 years of age	100%

(b) Junior office employees

An employer must pay a junior office employee aged as specified in column 1 of Table 6—Junior office employees the minimum percentage specified in column 2 of the minimum rate that would otherwise be applicable under Table 3—Minimum rates (see clause 18.1).

Table 6—Junior office employees

Column 1	Column 2
Age	% of minimum rate
15 years of age and under	45%
16 years of age	55%
17 years of age	65%
18 years of age	75%
19 years of age	90%
20 years of age	100%

19. Apprentice rates

19.1 Cooking apprenticeship

- (a) An employer must pay an apprentice in the cooking trade at not less than the minimum weekly rate specified in column 3 in accordance with the year of the apprenticeship specified in column 1 of Table 7—Cooking apprentice minimum rates.

NOTE: The minimum weekly rates specified in column 3 are the percentage of the standard weekly rate specified in column 2 of Table 7—Cooking apprentice minimum rates.

Table 7—Cooking apprentice minimum rates

Column 1 Year of apprenticeship	Column 2 % of standard weekly rate	Column 3 Minimum weekly rate
1st year	55%	\$430.82
2nd year	65%	\$509.15
3rd year	80%	\$626.64
4th year	95%	\$744.14

- (b) An employer must pay an employee who has completed a full apprenticeship for cooking at not less than the standard weekly rate.

19.2 Waiting apprenticeship

- (a) An employer must pay an apprentice in the waiting trade at not less than the minimum weekly rate specified in column 3 in accordance with the stages of the apprenticeship specified in column 1 of Table 8—Waiting apprentice minimum rates. The rate in column 3 is calculated based on the method specified in column 2.

NOTE: The minimum weekly rates specified in column 3 are calculated as specified in column 2 of Table 8—Waiting apprentice minimum rates.

Table 8—Waiting apprentice minimum rates

Column 1 Stage of apprenticeship	Column 2 How minimum weekly rate is calculated	Column 3 Minimum weekly rate
1st 6 months	70% of the standard weekly rate	\$548.31
2nd 6 months	85% of the standard weekly rate	\$665.81
3rd 6 months	Midway between the minimum rate prescribed for Food and beverage attendant grade 2 in Table 3—Minimum rates (see clause 18.1) and the standard weekly rate	\$750.95

Column 1	Column 2	Column 3
Stage of apprenticeship	How minimum weekly rate is calculated	Minimum weekly rate
4th 6 months	Midway between the rate specified for the 3 rd 6 months and the standard weekly rate	\$767.13

- (b) An employer must pay an employee who has completed a full apprenticeship as a qualified tradesperson at not less than the standard weekly rate.

19.3 Proficiency payments—cooking trade

An employer must pay a 4th year apprentice in the cooking trade as follows:

- (a) at the 4th year apprentice rate specified in Table 7—Cooking apprentice minimum rates (see clause 19.1(a)) for the first 9 months of the year and the standard weekly rate for the rest of the year if the apprentice has successfully completed their schooling for a year on one occasion only;
- (b) at the 4th year apprentice rate specified in Table 7—Cooking apprentice minimum rates (see clause 19.1(a)) for the first 6 months of the year and the standard weekly rate for the rest of the year if the apprentice has successfully completed their schooling for a year on 2 occasions;
- (c) at the standard weekly rate for the entire 4th year if the apprentice has successfully completed their schooling for a year on 3 occasions.

19.4 Proficiency payments—waiting trade

An employer must pay a 2nd year apprentice in the waiting trade at the 2nd year apprentice rate specified in Table 8—Waiting apprentice minimum rates (see clause 19.2(a)) for the first 6 months of the year and the standard weekly rate for the rest of the year if the apprentice has successfully completed their schooling for the first year.

19.5 Adult apprentices

NOTE: Adult apprentice is defined in clause 2—Definitions.

- (a) An employer must pay a first year adult apprentice who commenced on or after 1 January 2014 and is in the first year of their apprenticeship at not less than whichever of the following is the greater:
- (i) **80%** of the standard weekly rate; or
 - (ii) the rate in either clause 19.1 or 19.2, as applicable, for the first year of the apprenticeship.
- (b) An employer must pay an adult apprentice who commenced on or after 1 January 2014 and is in the second or a subsequent year of the apprenticeship at not less than whichever of the following is the greater:
- (i) the lowest rate in Table 3—Minimum rates (see clause 18.1);

- (ii) the rate in either clause 19.1 or 19.2, as applicable, for the relevant year of the apprenticeship.
- (c) Paragraph (d) applies to an employee who, immediately before entering into a training agreement as an adult apprentice with an employer, had been employed by the employer as a full-time employee for not less than 6 months or as a part-time or long term casual employee for not less than 12 months.
- (d) The minimum rate that was applicable to the employee immediately before the person entered into the training agreement continues to be applicable to the employee throughout the apprenticeship.

20. Higher duties

- 20.1** An employer must pay an employee (other than an employee within the Food and beverage attendants grade 2 or 3 classification level), who performs for 2 or more hours on any particular day duties of a classification higher than the employee's ordinary classification, the minimum hourly rate specified in column 3 of Table 3—Minimum rates (see clause 18.1) for that higher classification for the whole of that day.
- 20.2** An employer must pay an employee (other than an employee within the Food and beverage attendants grade 2 or 3 classification level), who performs for less than 2 hours on any particular day duties of a classification higher than the employee's ordinary classification, the minimum hourly rate specified in column 3 of Table 3—Minimum rates (see clause 18.1) for that higher classification for the time during which those duties were performed.
- 20.3** An employer may require an employee to temporarily perform the duties of a classification lower than the employee's ordinary classification without loss of pay.

21. Payment of wages

This clause may be affected by [AM2016/8](#)

- 21.1** The employer and an individual employee may agree to a weekly or fortnightly pay period. However, the employer may determine that the pay period of an employee to whom clause 23—Salaries absorption (Managerial Staff (Hotels)) applies is monthly.
- 21.2** Except on termination of employment, wages may be paid on any day of the week other than a Friday, Saturday or Sunday. However, if the employer and a majority of the employees at a workplace agree, wages may be paid on the Friday of a week during which there is a public holiday.
- 21.3** The employer and an individual employee may agree to wages being paid, without cost to the employee, by cash, cheque or electronic funds transfer into a bank account nominated by the employee. However, an employer may determine to pay an employee by cash.
- 21.4** An employee paid by cash or cheque who has to wait at the workplace to be paid for more than 15 minutes is entitled to be paid at the overtime rate for any time longer than 15 minutes spent so waiting.

- 21.5** An employee paid by cash or cheque who has a rostered day off on a pay day is entitled to be paid on their last day at work before their rostered day off.

22. Annualised salary arrangements

This clause may be affected by [AM2016/13](#)

- 22.1** Clause 22 applies to all employees other than casual employees and employees within the Managerial Staff (Hotels) classification level as defined by Schedule A—Classification Structure and Definitions.
- 22.2** An individual employee may agree with their employer to be paid an annualised salary. An agreement must be one that is genuinely made without coercion or duress.
- 22.3** An agreement must take account of the pattern of work in the part of the hospitality industry in which the employee works.
- 22.4** An annualised salary must be at least **125%** of the minimum weekly rate that would otherwise be applicable under Table 3—Minimum rates (see clause 18.1) over the year.
- 22.5** Unless the employer and the employee otherwise agree, an annualised salary satisfies this award in relation to penalty rates and overtime. However, by agreement between the employer and the employee, an annualised salary may satisfy this award in relation to other monetary entitlements provided for by this award.
- 22.6** An annualised salary must not result in an employee being paid less over a year (or, if the employee’s employment is terminated before a year is completed, over the period of that employment) than would have been the case if an annualised salary had not been agreed and the employee had instead been paid their weekly rate and any other amounts satisfied by the annualised salary.
- 22.7** An employee who has entered into an agreement under clause 22.2 must be rostered to have a minimum of 8 days off duty during each 4 week cycle of work.
- 22.8** An employee who has entered into an agreement under clause 22.2 and who is required to work on a public holiday is entitled to paid time off of equal length to the time worked on the public holiday.
- 22.9** The paid time off mentioned in clause 22.8 may be taken on another day agreed between the employee and the employer or added to the employee’s annual leave entitlement.
- 22.10** The employer must keep a record of hours worked each day by an employee who has entered into an agreement under clause 22.2 showing the date and the times at which the employee started and finished work that day.
- 22.11** A record mentioned in clause 22.10 must be countersigned weekly by the employee and kept at the place of employment for 7 years.
- 22.12** If an annualised salary paid to an employee has the result mentioned in clause 22.6 at the end of a year or period of employment, the employer must pay the employee the difference.

23. Salaries absorption (Managerial Staff (Hotels))

- 23.1** Clause 23 applies to all employees within the Managerial Staff (Hotels) classification level as defined by Schedule A—Classification Structure and Definitions who are paid a salary that is at least **125%** of the minimum weekly rate that would otherwise be applicable under Table 3—Minimum rates (see clause 18.1) over the year.
- 23.2** An employee is not entitled to the benefit of the terms and conditions within the following clauses:
- (a) Clause 10—Part-time employment;
 - (b) Clause 24—Allowances;
 - (c) Clause 15—Ordinary hours of work
 - (d) Clause 16—Breaks;
 - (e) Clause 27—Penalty rates;
 - (f) Clause 26—Overtime;
 - (g) Clause 28.3—Payment for annual leave;
 - (h) Clause 31.3—Additional public holiday arrangements for full-time employees;
 - (i) Clause 33—Deductions for provision of employee accommodation and meals.
- 23.3** An employee must be rostered to have a minimum of 8 days off duty during each 4 week cycle of work.
- 23.4** An employee who is required to work on a public holiday is entitled to paid time off of equal length to the time worked on the public holiday.
- 23.5** The paid time off mentioned in clause 23.4 must be taken within 28 days after the entitlement is accrued.
- 23.6** Any calculation required to be made under this award to determine hourly amounts payable to an employee must be made by reference to the weekly equivalent of the annual salary of the employee. The weekly equivalent is determined by dividing the annual salary by 52 and rounding the result to the nearest **\$0.10**.
- 23.7** Subject to compliance with any reimbursement policy approved by the employer, the employer must reimburse an employee for any money reasonably spent by the employee for and on behalf of the employer.

24. Allowances

- 24.1** Clause 24 gives employees an entitlement to monetary allowances of specified kinds in specified circumstances.

NOTE: Schedule C—Summary of Monetary Allowances contains a summary of monetary allowances and methods of adjustment.

24.2 All purpose allowances

- (a) Allowances paid for **all purposes** are included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on annual leave.
- (b) The fork-lift driver allowance in clause 24.3 is paid for all purposes under this award.

24.3 Fork-lift driver allowance

An employer must pay an employee who is engaged to drive a fork-lift an all purpose allowance of:

- (a) **\$11.75** per week for a full-time employee; or
- (b) **\$2.35** per day up to a maximum of **\$11.75** per week for a part-time or casual employee.

24.4 Meal allowance

- (a) Clause 24.3 applies to any full-time or part-time employee who:
 - (i) is required to work overtime of more than 2 hours; and
 - (ii) was not advised of that requirement on or before the previous day.
- (b) The employer must:
 - (i) pay the employee a meal allowance of **\$12.57**; or
 - (ii) supply the employee with a meal.
- (c) The employer must pay the employee a meal allowance of **\$12.57** if all of the following apply:
 - (i) the employee is advised of a requirement to work overtime; and
 - (ii) the employee provides a meal; and
 - (iii) after providing the meal, the employee is no longer required to work overtime at all or only to work overtime of 2 hours or less.

24.5 Tool and equipment allowance

- (a) The employer must pay a cook who is required to provide and use their own tools a daily tool and equipment allowance of **\$1.55** up to a maximum of **\$7.60** per week.
- (b) The employer must reimburse an employee for the cost of purchasing any towels, tools, ropes, brushes, knives, choppers, implements, utensils or other materials that the employee is required to provide and use and that are not supplied or paid for by the employer and in respect of which a tool and equipment allowance is not payable under paragraph (a).

24.6 Special clothing allowance

- (a) In clause 24.6 **special clothing** means any article of clothing (including waterproof or other protective clothing) that the employer requires the employee to wear or that it is necessary for the employee to wear but does not include shoes, hosiery, socks and any easily obtainable black and white clothing that is not part of a uniform or formal clothing.
- (b) The employer must reimburse an employee who is required to wear special clothing for the cost of purchasing any such clothing that is not supplied or paid for by the employer.
- (c) If the employee is responsible for laundering any special clothing that is required to be worn by them, the employer must pay the employee a laundry allowance of:
 - (i) **\$6.00** per week for a full-time catering employee and **\$2.05** for each uniform for a part-time or casual employee; and
 - (ii) **\$2.40** for each uniform up to **\$7.45** per week for a motel employee.
- (d) The employer may require an employee on commencing employment to sign a receipt for any special clothing supplied or paid for by the employer that lists it and its value.
- (e) The employer is entitled to deduct from any wages owed to the employee on the employee ceasing employment the value (as stated on the receipt but allowing for fair wear and tear) of any item of special clothing not returned to the employer unless it was damaged, lost or stolen otherwise than because of the fault of the employee.

24.7 Motor vehicle allowance

- (a) Clause 24.7 applies to an employee within the Managerial Staff (Hotels) classification level in Schedule A—Classification Structure and Definitions who is required to use their own motor vehicle in performing their duties.
- (b) The employer must pay the employee an allowance of **\$0.78** for each kilometre travelled in performing duties.
- (c) The employer may require the employee, as a condition of qualifying for the allowance, to keep a written record of travel for which an allowance is payable.

24.8 Working late

- (a) Clause 24.8 applies to an employee to whom all of the following apply:
 - (i) the employee finishes work at a time at which it is unreasonable for them to travel to their usual place of residence by their regular means of transport; and
 - (ii) the employee is not provided by the employer with accommodation or a means of transport to their usual place of residence at no cost to the employee.

- (b) The employer must pay the employee the reasonable cost of transport to their usual place of residence.

24.9 Working early

- (a) Clause 24.9 applies to an employee to whom all of the following apply:
 - (i) the employee is required to start work before their normal starting time and at a time at which their regular means of transport is not available; and
 - (ii) the employee is not provided by the employer with a means of transport to their place of work.
- (b) The employer must pay the employee the cost of transport to their place of work.

24.10 Working away from usual place of work

- (a) Clause 24.10 applies to a full-time or part-time employee who is required to work at a place that is more than 80 kilometres from their usual place of work.
- (b) The employer must pay the employee an amount equal to the amount reasonably spent by the employee on fares to travel from their usual place of work to the new place of work.

Parties are invited to make submissions on whether clause 24.10(c) complies with the requirements of the Act regarding termination of employment

- (c) However, the employer may recover any amount paid to an employee under clause 24.10 if the employee leaves their employment, or is dismissed for misconduct, within 3 months after receiving that payment.

24.11 Airport catering travel allowance

The employer of an airport catering employee must pay the employee a travel allowance of **\$6.68** per day of work.

24.12 First aid allowance

- (a) Clause 24.12 applies to an employee who:
 - (i) has a current first aid qualification from St John Ambulance or a similar body; and
 - (ii) is appointed by the employer to perform first aid duty.
- (b) The employer must pay the employee an allowance of:
 - (i) **\$9.40** per week for a full-time employee; or
 - (ii) **\$1.88** per day up to a maximum of **\$9.40** per week for a part-time or casual employee.

24.13 Airport catering supervisory allowance

Parties are asked to make submissions about whether the allowances in Table 9 are all

purpose allowances? (See paragraph (c))

- (a) Clause 24.13 applies to an airport catering employee who is required to supervise other employees.
- (b) The employer must pay the employee an allowance per week of the amount specified in column 2 of Table 9—Supervisory allowance depending on the number of employees supervised as specified in column 1 of that table.

Table 9—Supervisory allowance

Column 1 Number of employees supervised	Column 2 Allowance per week
Up to 5	\$15.67
6 to 10	\$21.54
11 to 20	\$24.28
More than 20	\$40.73

- (c) The allowance is to be treated as part of the employee’s ordinary rate of pay for the purpose of calculations under this award.

24.14 Split shift allowance

- (a) Clause 24.14 applies to any full-time or part-time employee who works split shifts on any day.
- (b) The employer must pay the employee an allowance of:
 - (i) **\$2.58** per day where the period between shifts is between 2 and 3 hours; and
 - (ii) **\$3.92** per day where the period between shifts is more than 3 hours.

24.15 Overnight stay allowance

- (a) Clause 24.15 applies to an employee who is requested to stay overnight on the employer’s premises in order to provide prompt assistance to guests outside ordinary business hours.
- (b) An employer must pay the employee:
 - (i) an allowance of **\$47.00** per overnight stay; and
 - (ii) at **150%** of the ordinary hourly rate of the employee under Table 3—Minimum rates (see clause 18.1) for work performed of more than one hour in duration during an overnight stay.
- (c) Hours worked by the employee during an overnight stay do not count for the purposes of hours of work, overtime or leave accruals.

NOTE: The allowance specified in clause 24.15(b)(i) is intended to compensate for the overnight stay and for work undertaken of up to one hour’s duration.

25. Superannuation

This clause has not been drafted in plain language in accordance with section 156(2)(c) of the [Act](#)

25.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. 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.

25.2 Employer contributions

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

25.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 25.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 25.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 25.3(a) or (b) was made.

25.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 25.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 25.2 and pay the amount authorised under clauses 25.3(a) and (b) to one of the following superannuation funds or its successor:

- (a) HOST-PLUS;
- (b) Sunsuper;
- (c) InTrust Super;
- (d) Club Plus Superannuation Pty Ltd;
- (e) CareSuper;
- (f) Westscheme Superannuation Fund;
- (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
- (h) a superannuation fund or scheme which the employee is a defined benefit member of.

25.5 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 25.2 and pay the amount authorised under clauses 25.3(a) or (b):

- (a) **Paid leave**—while the employee is on any paid leave;
- (b) **Work-related injury or illness**—in respect of any employee entitled to accident pay 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—Overtime and Penalty Rates

26. Overtime

NOTE: Under the [NES](#) (see section 62 of the [Act](#)) an employee may refuse to work additional hours if they are unreasonable. Section 62 sets out factors to be taken into account in determining whether the additional hours are reasonable or unreasonable.

26.1 Payment of overtime

- (a) An employer must pay a full-time employee at the overtime rate for any time worked in excess of their ordinary hours.
- (b) An employer must pay a part-time employee at the overtime rate for any time worked in excess of the number of ordinary hours agreed under clause 10.5 (Part-time employment), as varied under clause 10.6.

- (c) An employer must pay an employee at the overtime rate for any time that the employee is required to work on a rostered day off.
- (d) The employee is entitled to be paid for a minimum of 4 hours' work on a rostered day off even if the employee is only required to work for a shorter time. However, this entitlement does not apply if the work is part of, or continuous on, a normal roster that started the day before.

26.2 Overtime rate

The overtime rate mentioned in clause 26.1 is the relevant percentage specified in column 2 of Table 10—Overtime rates (depending on when the overtime was worked as specified in column 1) of the employee's ordinary base rate of pay.

Table 10—Overtime rates

Column 1 For overtime worked on	Column 2 Overtime rate (% of ordinary base rate of pay)
Monday to Friday—first 2 hours	150%
Monday to Friday—after 2 hours	200%
Midnight Friday to midnight Sunday	200%
Rostered day off	200%

26.3 Time off instead of payment for overtime

- (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 26.3.
- (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; and
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime; and
 - (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; and
 - (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 H—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule H—

Agreement for Time Off Instead of Payment for Overtime. An agreement under clause 26.3 can 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 26.3 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.
- (f) If the employee requests at any time to be paid for overtime covered by an agreement under clause 26.3 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 26.3 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 26.3 will apply, including the requirement for separate written agreements under paragraph (b), in relation to 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 26.3 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 26.3.

27. Penalty rates

Clause 27 is subject to the outcome of the Penalty Rates Full Bench [AM2014/305](#)

27.1 Clause 27 sets out penalty rates for hours worked at specified times or on specified days that are not required to be paid at the overtime rate mentioned in clause 26.1.

27.2 An employer must pay an employee as follows for hours worked by the employee during a period, or on a day, specified in column 1 of Table 11—Penalty rates:

- (a) for a full-time or part-time employee, at the percentage specified in column 2 of that Table of the ordinary hourly rate of the employee under Table 3—Minimum rates (see clause 18.1) plus the additional amount specified in that column for hours worked between 7.00 pm and 7.00 am on a Monday to Friday; or
- (b) for a casual employee, at the percentage specified in column 3 of that Table of the ordinary hourly rate of the employee under Table 3—Minimum rates (see clause 18.1) plus the additional amount specified in that column for hours worked between 7.00 pm and 7.00 am on a Monday to Friday.

Table 11—Penalty rates

Column 1 Time of ordinary hours worked	Column 2 Full-time and part-time employees	Column 3 Casual employees
	% of ordinary hourly rate	% of ordinary hourly rate (inclusive of casual loading)
Monday to Friday—7.00 am to 7.00 pm	100%	125%
Monday to Friday—7.00 pm to midnight	100% plus \$2.06 per hour or part of an hour	125% plus \$2.06 per hour or part of an hour
Monday to Friday—midnight to 7:00 am	100% plus \$3.09 per hour or part of an hour	125% plus \$3.09 per hour or part of an hour
Saturday	125%	150%
Sunday	175%	175%
Public holiday	250%	275%

NOTE: Midnight to 7.00 am on a Monday is from midnight Sunday to 7.00 am Monday.

27.3 Penalty rates not cumulative

- (a) Clause 27.3 applies where, but for it, more than one penalty would be payable for hours worked at a particular time.
- (b) The employer must pay the employee the higher of the penalties but not more than one.

- (c) However, any penalty payable under clause 16.6 (Breaks) is payable in addition to the higher of any other penalties payable in accordance with paragraph (b).

27.4 Additional provisions for work on public holidays

NOTE: This clause is subject to application [AM2014/301](#)

- (a) A full-time or part-time employee who works on a public holiday is entitled to be paid for a minimum of 4 hours' work even if the employee works for a shorter time.
- (b) A casual employee who works on a public holiday is entitled to be paid for a minimum of 2 hours' work even if the employee works for a shorter time.
- (c) An employer and a full-time or part-time employee may agree that, instead of the employee being paid at **250%** of the ordinary hourly rate of the employee under Table 3—Minimum rates (see clause 18.1) for hours worked on a public holiday, the following arrangements are to apply:
- (i) the employee is to be paid at **150%** of the ordinary hourly rate of the employee under Table 3—Minimum rates (see clause 18.1) for hours worked on the public holiday; and
 - (ii) an amount of paid time equivalent to the hours worked on the public holiday is to be added to the employee's annual leave or the employee is to be allowed to take a day off during the week in which the public holiday falls or within a period of 28 days after the public holiday.
- (d) Paragraph (c) applies to a full-time or part-time employee who is required to work on Christmas Day when it falls on a weekend and is not a public holiday.
- (e) The employer must pay the employee at **150%** of the employee's ordinary hourly rate for hours worked on Christmas Day and also allow the employee to take a substitute day off.

Part 6—Leave and Public Holidays

28. Annual leave

The annual leave clause has been amended to incorporate [PR583018](#)

NOTE: Where an employee is receiving overaward payments resulting in the employee's base rate of pay being higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see ss.16 and 90 of the [Act](#)).

28.1 Annual leave is provided for in the [NES](#). It does not apply to casual employees.

28.2 Additional paid annual leave for certain shiftworkers

An employee who is a 7 day shiftworker and 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 7 days a week is a shiftworker for the purposes of the [NES](#).

28.3 Payment for annual leave

An employer must pay an employee a loading of **17.5%** on the amount payable to the employee under the [NES](#) for a period of paid annual leave, including a period of untaken paid annual leave when the employment of the employee ends.

28.4 Temporary close-down

- (a) Clause 28.4 applies if an employer:
 - (i) intends to close down its operations at all or part of a workplace for a particular period (**temporary close down period**); and
 - (ii) wishes to require affected employees to take leave during that period.
- (b) The employer must give the affected employees at least 4 weeks' notice of a temporary close down period.
- (c) The employer may require any affected employee to take a period of paid annual leave during a temporary close down period.

28.5 Special leave without pay arrangements for certain catering employees

- (a) Clause 28.5 applies to an employee whose work is connected with catering in primary schools, secondary boarding schools or residential colleges associated with tertiary educational institutions.
- (b) The employer may require an employee to take a period of leave without pay during all or part of a term break, semester break or the Christmas/summer vacation.
- (c) The employer must give the affected employees at least one week's notice in writing of a requirement to take leave without pay and the period (**unpaid leave period**) for which that leave is to be taken.
- (d) The unpaid leave period may be varied by agreement between the employee and employer.
- (e) An employee may take accrued annual leave or long service leave instead of leave without pay during an unpaid leave period.
- (f) All unpaid leave periods count for the purposes of accruing annual leave, long service leave and personal/carer's leave.
- (g) An employer must offer work to an employee during an unpaid leave period if appropriate work is available. For this purpose, work is appropriate if the employee is able to perform it and it is within the employee's skills and experience.
- (h) If the employee accepts an offer of appropriate work, the employer must pay the employee at the rate applicable to the work performed.
- (i) An employer must not terminate the employment of an employee because the employee is not able to accept an offer of appropriate work.

28.6 Excessive leave accruals: general provision

NOTE: Clauses 28.6 to 28.8 contain provisions, additional to the [NES](#), 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 [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 28.2).
- (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 28.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 28.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 28.6(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 28.6, 28.7 or 28.8 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.
- (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 28.7(b)(i).

NOTE 2: Under section 88(2) of the [Act](#), the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

28.8 Excessive leave accruals: request by employee for leave

- (a) Clause 28.8 comes into operation on 29 July 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 28.6(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.
- (c) However, an employee may only give a notice to the employer under paragraph (b) 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 28.7(a) that, when any other paid annual leave arrangements (whether made under clause 28.6, 28.7 or 28.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under paragraph (b) 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 28.6, 28.7 or 28.8 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.
- (e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker as defined by clause 28.2) in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

28.9 Annual leave in advance

- (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.
- (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 28.9 is set out at Schedule I—Agreement to Take Annual Leave in Advance There is no requirement to use the form of agreement set out at Schedule I—Agreement to Take Annual Leave in Advance

- (c) The employer must keep a copy of any agreement under clause 28.9 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 28.9, 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.

28.10 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under paragraph (c).
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under paragraph (c).
- (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 paragraph (c) 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 paragraph (c) must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (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 paragraph (c) as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under paragraph (c).

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 28.10.

NOTE 3: An example of the type of agreement required by paragraph (c) is set out at Schedule J—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule J—Agreement to Cash Out Annual Leave.

29. Personal/carer’s leave and compassionate leave

Personal/carer’s leave and compassionate leave are provided for in the [NES](#).

30. Community service leave

Community service leave is provided for in the [NES](#).

31. Public holidays

31.1 Public holiday entitlements are provided for in the [NES](#).

31.2 Substitution of public holidays by agreement

The employer and a majority of the employees at a workplace may agree to substitute another day for a public holiday.

31.3 Additional public holiday arrangements for full-time employees

An employer must, if the rostered day off of a full-time employee falls on a public holiday, do one of the following:

- (a) pay the employee an extra day’s pay; or
- (b) give the employee an alternative day off within 28 days; or
- (c) give the employee an additional day’s annual leave.

Part 7—Industry Specific Provisions

32. No deduction for breakages or cashiering underings

Unless they arise out of wilful misconduct, an employer must not deduct any sum from the wages or other money payable to an employee for any of the following:

- (a) breakages; or
- (b) cashiering underings.

33. Deductions for provision of employee accommodation and meals

NOTE: Schedule C—Summary of Monetary Allowances contains a summary of the deductions in Table 12 and Table 13.

33.1 An employer may make deductions from the wages of an employee for the provision of either or both of the following to the employee:

- (a) accommodation; or
- (b) meals.

33.2 An employer may only deduct an amount from the wages of an employee for providing a meal 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.

33.3 Adult employees and junior employees on adult wages

An employer may deduct from the wages of an adult employee, or the wages of a junior employee on adult rates, the amount specified in column 2 of Table 12—Employees on adult rates for the service specified in column 1 provided by the employer:

Table 12—Employees on adult rates

Column 1 Service provided by employer	Column 2 Deduction \$ per week
Single room and 3 meals a day	\$195.83
Shared room and 3 meals a day	\$190.93
Single room only; no meals	\$186.03
Shared room only; no meals	\$181.14
A meal	\$7.83

33.4 Junior employees on junior rates

An employer may deduct from the wages of a junior employee on junior rates aged as specified in column 2 of Table 13—Employees on junior rates the amount specified in column 3 for the service specified in column 1 provided by the employer.

Table 13—Employees on junior rates

Column 1 Service provided by employer	Column 2 Age	Column 3 Deduction \$ per week
Single room and 3 meals a day	15 years of age and under	\$88.12
	16 years of age	\$107.71

Column 1	Column 2	Column 3
Service provided by employer	Age	Deduction \$ per week
	17 years of age	\$137.08
	18 years of age	\$156.66
	19 years of age	\$176.25
Shared room and 3 meals a day	15 years of age and under	\$85.92
	16 years of age	\$105.01
	17 years of age	\$133.65
	18 years of age	\$152.74
	19 years of age	\$171.84
Single room only; no meals	15 years of age and under	\$83.71
	16 years of age	\$102.32
	17 years of age	\$130.22
	18 years of age	\$148.82
	19 years of age	\$167.43
Shared room only; no meals	15 years of age and under	\$81.51
	16 years of age	\$99.63
	17 years of age	\$126.80
	18 years of age	\$144.91
	19 years of age	\$163.03
A meal	Same rate all ages	—

Part 8—Consultation and Dispute Resolution

34. Consultation about major workplace change

Standard clause – not reproduced here. Standard clauses subject to conference on 11 April 2017. Please see Statement issued 27 March 2017 [PR591212](#)

35. Consultation about changes to rosters or hours of work

Standard clause – not reproduced here. Standard clauses subject to conference on 11 April

2017. Please see Statement issued 27 March 2017 [PR591212](#)

36. Dispute resolution

Standard clause – not reproduced here. Standard clauses subject to conference on 11 April 2017. Please see Statement issued 27 March 2017 [PR591212](#)

Part 9—Termination of Employment and Redundancy

37. Termination of employment

Standard clause – not reproduced here. Standard clauses subject to conference on 11 April 2017. Please see Statement issued 27 March 2017 [PR591212](#)

38. Redundancy

Standard clause – not reproduced here. Standard clauses subject to conference on 11 April 2017. Please see Statement issued 27 March 2017 [PR591212](#)

39. Transfer to lower paid job on redundancy

Standard clause – not reproduced here. Standard clauses subject to conference on 11 April 2017. Please see Statement issued 27 March 2017 [PR591212](#)

40. Employee leaving during redundancy notice period

Standard clause – not reproduced here. Standard clauses subject to conference on 11 April 2017. Please see Statement issued 27 March 2017 [PR591212](#)

41. Job search entitlement

Standard clause – not reproduced here. Standard clauses subject to conference on 11 April 2017. Please see Statement issued 27 March 2017 [PR591212](#)

Schedule A—Classification Structure and Definitions

Minor amendments have been made to the Classification Structure and Definitions to update redundant technologies and outdated terms. Parties are invited to make further submissions regarding classifications to ensure they are relevant and easy to apply in the workplace. See, for example, the clerical grade 3 (A.2.2(c)) and the additional requirements after the blocked text after the 10th dot point.

A.1 Introductory level

Introductory level is for an employee who enters the hospitality industry and does not demonstrate the competency requirements of level 1. The employee remains at Introductory level for up to 3 months while undertaking appropriate training and being assessed for competency to move to level 1. At the end of that period, the employee moves to level 1 unless the employee and the employer mutually agree that further training of up to 3 months is required for the employee to achieve the necessary competency.

NOTE: Any disagreement arising from this provision must be dealt with in accordance with clause 36—Dispute resolution.

A.2 General classification definitions

A.2.1 Food and beverage stream

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

- picking up glasses;
- emptying ashtrays;
- providing general assistance to food and beverage attendants of a higher classification not including service to customers;
- removing food plates;
- setting and wiping down tables;
- cleaning and tidying 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:

- supplying, dispensing and mixing liquor, including selling liquor from the bottle department;
- assisting in the cellar or bottle department;
- undertaking general waiting duties for food or beverages or both, including cleaning tables;
- receiving money;
- attending a snack bar;

- performing delivery duties.
- (c) **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:
- operating a mechanical lifting device;
 - attending a wagering terminal, electronic gaming terminal or similar terminal;
 - having full control of a cellar or liquor store (including the receipt, delivery and recording of goods);
 - mixing a range of sophisticated drinks;
 - assisting in the training and supervision of food and beverage attendants of a lower classification;
 - taking reservations and greeting and seating guests.
- (d) **Food and beverage attendant grade 4 (tradesperson)** means an employee who has completed an apprenticeship in waiting or has passed the appropriate trade test and who carries out specialised skilled duties in a fine dining room or a restaurant.
- (e) **Food and beverage supervisor** means an employee who has the appropriate level of training, including a supervisory course, and who has responsibility for the supervision, training and co-ordination of food and beverage staff or for stock control for one or more bars.

A.2.2 Kitchen stream

- (a) **Kitchen attendant grade 1** means an employee engaged in any of the following:
- general cleaning duties within a kitchen or food preparation area or scullery, including cleaning cooking and general utensils used in a kitchen or restaurant;
 - assisting employees who are cooking;
 - assembling and preparing ingredients for cooking;
 - general pantry duties.
- (b) **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 in supervising kitchen attendants of a lower classification.
- (c) **Kitchen attendant grade 3** means an employee who has the appropriate level of training, including a supervisory course, and has responsibility for the supervision, training and co-ordination of kitchen attendants of a lower classification.

- (d) **Cook grade 1** means an employee who is engaged in cooking breakfasts and snacks, baking, pastry cooking or butchering.
- (e) **Cook grade 2** means an employee who has the appropriate level of training and who performs cooking duties such as baking, pastry cooking or butchering.
- (f) **Cook grade 3 (tradesperson)** means a commi chef or equivalent who has completed an apprenticeship or passed the appropriate trade test or who has the appropriate level of training and who is engaged in cooking, baking, pastry cooking or butchering duties.
- (g) **Cook grade 4 (tradesperson)** means a demi chef or equivalent who has completed an apprenticeship or passed the appropriate trade test or who has the appropriate level of training and who is engaged to perform general or specialised cooking, butchering, baking or pastry cooking duties or supervises and trains other cooks and kitchen employees.
- (h) **Cook grade 5 (tradesperson)** means a chef de partie or equivalent who has completed an apprenticeship or passed the appropriate trade test or who has the appropriate level of training in cooking, butchering, baking or pastry cooking and who performs any of the following:
 - general and specialised duties, including supervision or training of kitchen employees; or
 - ordering and stock control; or
 - supervising kitchen employees in a single kitchen establishment.

A.2.3 Guest services stream

- (a) **Guest service grade 1** means an employee who is engaged in any of the following:
 - performing laundry or linen duties including carrying out minor repairs to linen or clothing (for example, buttons, zips or seams) and working with flat materials;
 - collecting and delivering guests' personal dry cleaning and laundry, linen and associated materials to and from accommodation areas;
 - performing general cleaning duties;
 - parking guests' motor vehicles.
- (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:
 - servicing and cleaning accommodation areas;
 - 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;

- performing cleaning duties using specialised equipment and chemicals;
 - 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 classification;
 - providing butler services such as food, beverage and personalised guest service;
 - carrying out major repairs to linen or clothing including basic tailoring and major alterations and refitting;
 - dry cleaning.
- (d) **Guest service grade 4** means an employee who has completed an apprenticeship or passed the appropriate trade test or otherwise has the appropriate level of training to perform the work of a tradesperson in dry cleaning or tailoring or as a butler.
- (e) **Guest service supervisor** means an employee who has the appropriate level of training, including a supervisory course, and has responsibility for the supervision, training and co-ordination of employees engaged in a housekeeping department.
- (f) **Front office grade 1** means an employee who is engaged as an assistant in front office duties including night auditing, performing duties as a telephonist, receptionist or cashier, providing information services or making reservations.
- (g) **Front office grade 2** means an employee who has the appropriate level of training and is in the front office engaged in performing duties including as a telephonist, receptionist or cashier, providing information services or making reservations.
- (h) **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 supervising front office employees of a lower classification.
- (i) **Front office supervisor** means an employee who has the appropriate level of training, including a supervisory course, and has responsibility for the supervision, training and co-ordination of front office employees.

A.2.4 Administration stream

- (a) **Clerical grade 1** means an employee who is required to perform basic clerical and routine office duties such as collating, filing, photocopying and delivering messages.
- (b) **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.
- (c) **Clerical grade 3** means an employee who has the appropriate level of training and who performs any of the following duties:

- operates a switchboard, paging system and office equipment;
- uses knowledge of keyboard and function keys to enter and retrieve data through a computer terminal;
- copy types at 25 words per minute with at least 98% accuracy;
- maintains mail register and records;
- maintains established paper-based filing or records systems in accordance with set procedures including creating and indexing new files, distributing files within the organisation as requested and monitoring file locations;
- transcribes information into records, completes forms and 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 and greets visitors;
- keeps appropriate records;
- sorts, processes and records original source financial documents (for example, invoices, cheques and 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 a personal computer or dictaphone equipment;
- produces documents and correspondence using knowledge of standard formats, touch types at 40 words per minute with at least 98% accuracy or audio types;
- uses one or more software application packages developed for a micro/personal computer to operate and populate a database, spreadsheet or worksheet so as to achieve a desired result; graphs previously prepared spreadsheets; uses simple menu utilities of a personal computer;
- follows standard procedures or template for the preceding functions using existing models or 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 or save text documents, for example, standard correspondence and business documents;

- takes shorthand notes at 70 wpm and transcribes with at least 95% accuracy;
 - arranges travel bookings and itineraries, makes appointments, screens telephone calls, follows visitor protocol procedures, establishes telephone contact on behalf of an executive;
 - applies a working knowledge of the organisation's products or services, functions, locations and clients;
 - responds to and acts on most internal or external inquiries in their 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 or archives files;
 - maintains financial records and journals, collects and prepares time and wage records; prepares accounts queries from debtors; posts transactions to ledger.
- (d) **Clerical supervisor** means an employee who has the appropriate level of training, including a supervisory course, and who co-ordinates other clerical staff.

A.2.5 Security stream

- (a) **Doorperson/security officer grade 1** means a person who assists in the maintenance of dress standards and good order at an establishment.
- (b) **Timekeeper/security officer grade 2** means a person who is responsible for the timekeeping of employees, for the security of keys, for the checking in and out of delivery vehicles or the supervision of doorperson/security officer grade 1 employees.

A.2.6 Leisure activities stream

- (a) **Leisure attendant grade 1** means a person who acts as an assistant instructor or pool attendant or is responsible for the setting up, distribution and care of equipment and the taking of bookings.
- (b) **Leisure attendant grade 2** means a person who has the appropriate level of training and takes classes or directs leisure activities such as sporting areas, health clubs and swimming pools.
- (c) **Leisure attendant grade 3** means a person who has the appropriate level of training and who plans and co-ordinates leisure activities for guests and may supervise other leisure attendants.

A.2.7 Stores stream

- (a) **Storeperson grade 1** means an employee who receives and stores general and perishable goods and cleans the store area.
- (b) **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 or who may perform duties of a more complex nature.

- (c) **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 or 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;
 - may exercise skills attained through the successful completion of an appropriate warehousing certificate;
 - 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 more than 10 storepersons;
 - maintaining control registers including inventory control and being responsible for the preparation and reconciliation of regular reports on matters such as stock movements or dispatches;
 - supervising the receipt and delivery of goods, recording outgoing goods or being responsible for the contents of a store.

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

Handyperson means a person who is not a tradesperson and whose duties include performing routine repair work and maintenance for the employer’s workplace.

Fork-lift driver means an employee who has a recognised fork-lift licence and who is engaged solely to drive a fork-lift vehicle.

Note: Employees who operate a fork-lift as only part of their duties will be paid at the level 3 classification rate in clause 18—Minimum rates.

- (a) **Gardener grade 1** means an employee primarily engaged in the following activities:
- keeping areas clean and tidy;
 - weeding and watering;
 - trimming or mowing surrounds or similar areas with hand implements;
 - assisting in preparing areas for play;
 - assisting in course or green maintenance and construction;
 - operating a limited range of vehicles, including motor vehicles;

- performing non-trade tasks incidental to the employee’s work.
- (b) **Gardener grade 2** means an employee who is engaged in any of the following activities in addition to the work of grade 1:
- operating and carrying out minor maintenance of motorised equipment under supervision, other than machinery or equipment requiring the holding of specialised licences;
 - assisting in the maintenance, renovation and reconstruction of greens and fairways, or the maintenance of playing surfaces, including mowing, rolling, top dressing, seeding, turfing and sprigging, fertilising under supervision, planting and maintenance of trees or pruning under supervision;
 - applying fertilisers, fungicides, herbicides and insecticides under general supervision;
 - performing gardening duties including planting and trimming trees, sowing, planting and cutting grass, and watering plants, gardens, trees, lawns and displays;
 - carrying out routine maintenance of turf, synthetic, artificial or other surfaces for play;
 - completing basic records;
 - assisting in the construction and installation of facilities and systems;
 - performing tasks incidental to the employee’s work;
 - handyperson duties;
 - supervising gardeners of a lower classification.
- (c) **Gardener 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):
- operating, maintaining and adjusting machinery as appropriate;
 - cleaning machinery and inspecting machinery after each use and reporting any problems to a management employee;
 - applying fertilisers, fungicides, herbicides and insecticides as directed by a management employee;
 - preparing turf, synthetic, artificial or other surfaces for play;
 - maintaining and repairing vehicles or motor engines;
 - carrying out repairs and minor renovation work;
 - the formation and maintenance of all gardens, lawns and greens;
 - the planting, maintenance and care of trees;
 - training and supervision of employees of a lower classification, including apprentices.

(d) **Gardener 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:

- supervising and training employees of a lower classification, including tradespersons;
- presenting written or oral reports, including budgets;
- carrying out general liaison with management;
- performing activities requiring application of specialist skills.

A.2.9 Managerial staff (Hotels)

For the purpose of this 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 associated services.

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 or is responsible for a significant area of the operations of one or more hotels. Indicative position titles for such an employee include:

- company secretary;
- chief accountant;
- personnel or human resources manager;
- financial controller;
- industrial relations manager;
- venue manager;
- general/hotel manager;
- executive assistant manager;
- regional manager; or
- a manager to whom any of those positions report or are responsible.

An employee appointed as a Manager must have completed an appropriate level of training in business management or have relevant industry experience, including in supervising employees in one or more areas of a hotel.

Note: 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:

- a hotel manager who is an employee of a proprietary or private company (within the meaning of the Corporations Law) and who holds a sufficient number of shares to entitle them to voting control at general meetings of the company; or
- a hotel manager who is the senior partner of a partnership or who 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.

A.3 Casino Gaming Stream

A.3.1 General

For the purposes of the casino gaming stream:

cage function includes:

- front window cashier duties including exchanging gaming chips for currency, controlling a float, recording transactions and reconciliation duties; and
- 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; and
- Premium Group settlements and buy-in.

cashier function includes supervising employees of a lower classification when required.

casino table game means a casino game played under the control and direction of a table game employee, including 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.

A.3.2 Casino table gaming

- (a) **Casino table gaming employee grade 1** means an employee who has the appropriate level of training and deals one major game offered by the casino.
- (b) **Casino table gaming employee grade 2** means an employee who has the appropriate level of training and deals 2 major games offered by the casino.

- (c) **Casino table gaming employee grade 3** means an employee who has the appropriate level of training and deals 3 major games offered by the casino.
- (d) **Casino table gaming employee grade 4** means an employee (other than a managerial employee) who undertakes table game inspection duties, including ensuring that correct procedures and standards are observed by table game employees of a lower classification.

NOTE: Clause 21—Payment of wages applies to a casino table game employee who has not been appointed as a Casino table gaming employee grade 4 but is required to perform any duties of that classification.

A.3.3 Casino electronic gaming

- (a) **Casino electronic gaming employee grade 1** means an employee in a casino who has the appropriate level of training and 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; or
 - explaining to patrons the playing of gaming machines.
- (b) **Casino electronic gaming employee grade 2** means an employee in a casino who has the appropriate level of training and is engaged in any of the following:
 - explaining to patrons the playing of gaming machines and providing pay-outs and rectifying minor malfunctions; or
 - selling and redeeming network gaming games such as Keno, TAB or other network games; or
 - conducting network games; or
 - explaining to patrons the playing of gaming machines.

A.3.4 Casino Finance stream

- (a) **Gaming finance employee grade 1** means an employee engaged to undertake any Count functions including:
 - hard or soft count; and
 - shuffling and preparation of playing cards for table games; and
 - destruction of playing cards, dice or similar items for table games.
- (b) **Gaming finance employee grade 2** means an employee engaged to undertake any Change Booth functions including:
 - limited supervision of gaming finance grade 1 employees; and
 - counting of change and associated change booth duties; and
 - sale and redemption of electronic gaming tickets.

- (c) **Gaming finance employee grade 3** means an employee engaged to undertake all grade 2 change functions including supervision of employees of a lower classification when required plus any of the following:
- assisting with the verification of floats and change machines; or
 - training employees in duties and functions of a lower classification; or
 - undertaking one cage function.
- (d) **Gaming finance employee grade 4** means an employee engaged to undertake:
- 2 cage cashier functions; or
 - gaming finance revenue audit clerk functions.
- (e) **Gaming finance employee grade 5** means an employee engaged to undertake more than 2 cage cashier functions.

A.3.5 Casino equipment technicians

- (a) **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.
- (b) **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.
- (c) **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 or check the work of Casino equipment technicians of lower grades.

A.3.6 Casino security

- (a) **Customer liaison officer** means an employee in a casino who holds appropriate licences and who is engaged to work as an area or door attendant to enforce dress, behaviour and entry requirements at the casino.
- (b) **Security officer grade 1** means an employee in a casino who holds appropriate licences and is required to carry out routine security functions throughout the Casino complex, including the duties of securing, watching, guarding or protecting the premises including responding to alarm signals and incidents.
- (c) **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 6 months of employment as such.

(d) Surveillance operator means an employee in a casino required to monitor, observe and report on 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;
- co-ordinate, monitor or record the activities of Security officers utilising a verbal communications system.

Schedule B—Summary of Hourly Rates of Pay

Clause 25 is subject to the outcome of the Penalty Rates Full Bench [AM2014/305](#)

NOTE: Employers who meet their obligations under this schedule are meeting their obligations under the award.

B.1 Ordinary hourly rate

B.1.1 Ordinary hourly rate means the minimum hourly rate of pay for an employee plus any all purpose allowances to which the employee is entitled.

NOTE 1: Where an allowance is payable for all purposes in accordance with clause 24.2(a), the allowance forms part of the employee’s ordinary hourly rate and must be added to the minimum hourly rate when calculating penalties or overtime.

B.1.2 The rates in the tables below are based on the **minimum hourly rates** in accordance with clause 18—Minimum rates. Consistent with clause B.1.1, all purpose allowances need to be added to the rates in the table where they are applicable.

B.2 Full-time and part-time general employees

B.2.1 Full-time and part-time general employees—ordinary and penalty rates

	Ordinary hours ¹	Saturday	Sunday	Public holiday
	% of ordinary hourly rate ²			
	100%	125%	175%	250%
Introductory Level	\$17.70	\$22.13	\$30.98	\$44.25
Level 1	\$18.21	\$22.76	\$31.87	\$45.53
Level 2	\$18.91	\$23.64	\$33.09	\$47.28
Level 3	\$19.56	\$24.45	\$34.23	\$48.90
Level 4	\$20.61	\$25.76	\$36.07	\$51.53
Level 5	\$21.90	\$27.38	\$38.33	\$54.75
Level 6	\$22.49	\$28.11	\$39.36	\$56.23

¹ Additional shift penalties may apply in accordance with Table 11—Penalty rates (see clause 27.2(b))

² Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.2.2 Full-time and part-time general employees—overtime rates

	Monday to Friday		Weekend
	First 2 hours	After 2 hours	
	% of ordinary hourly rate ¹		
	150%	200%	200%
Introductory Level	\$26.55	\$35.40	\$35.40
Level 1	\$27.32	\$36.42	\$36.42
Level 2	\$28.37	\$37.82	\$37.82
Level 3	\$29.34	\$39.12	\$39.12
Level 4	\$30.92	\$41.22	\$41.22
Level 5	\$32.85	\$43.80	\$43.80
Level 6	\$33.74	\$44.98	\$44.98

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.3 Casual employees

B.3.1 Casual employees—ordinary and penalty rates

	Ordinary hours ¹	Saturday	Sunday	Public holiday
	% of ordinary hourly rate ²			
	125%	150%	175%	275%
Introductory Level	\$22.13	\$26.55	\$30.98	\$48.68
Level 1	\$22.76	\$27.32	\$31.87	\$50.08
Level 2	\$23.64	\$28.37	\$33.09	\$52.00
Level 3	\$24.45	\$29.34	\$34.23	\$53.79
Level 4	\$25.76	\$30.92	\$36.07	\$56.68
Level 5	\$27.38	\$32.85	\$38.33	\$60.23
Level 6	\$28.11	\$33.74	\$39.36	\$61.85

¹ Additional shift penalties may apply in accordance with Table 11—Penalty rates (see clause 27.2(b))

² Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.4 Full-time and part-time managerial staff (Hotels) employees

B.4.1 Full-time and part-time managerial staff (Hotels) employees—ordinary and penalty rates

	Ordinary hours ¹	Saturday	Sunday	Public holiday
	% of ordinary hourly rate ²			
	100%	125%	175%	250%
Managerial staff (Hotels)	\$22.00	\$27.50	\$38.50	\$55.00

¹ Additional shift penalties may apply in accordance with Table 11—Penalty rates (see clause 27.2(b))

² Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.4.2 Full-time and part-time managerial staff (Hotels) employees—overtime rates

	Monday to Friday		Weekend
	First 2 hours	After 2 hours	
	% of ordinary hourly rate ¹		
	150%	200%	200%
Managerial staff (Hotels)	\$33.00	\$44.00	\$44.00

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.5 Full-time and part-time casino gaming employees

B.5.1 Full-time and part-time casino gaming employees—ordinary and penalty rates

	Ordinary hours ¹	Saturday	Sunday	Public holiday
	% of ordinary hourly rate ²			
	100%	125%	175%	250%
Introductory Level				
Level 1	\$17.79	\$22.24	\$31.13	\$44.48
Level 2	\$18.86	\$23.58	\$33.01	\$47.15
Level 3	\$19.50	\$24.38	\$34.13	\$48.75
Level 3A	\$20.13	\$25.16	\$35.23	\$50.33
Level 4	\$21.07	\$26.34	\$36.87	\$52.68
Level 5	\$21.39	\$26.74	\$37.43	\$53.48

Plain Language Exposure draft – Hospitality Industry (General) Award 2017

	Ordinary hours ¹	Saturday	Sunday	Public holiday
	% of ordinary hourly rate ²			
	100%	125%	175%	250%
Level 6	\$22.03	\$27.54	\$38.55	\$55.08

¹ Additional shift penalties may apply in accordance with Table 11—Penalty rates (see clause 27.2(b))

² Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.5.2 Full-time and part-time casino gaming employees—overtime rates

	Monday to Friday		Weekend
	First 2 hours	After 2 hours	
	% of ordinary hourly rate ¹		
	150%	200%	200%
Introductory Level	\$26.69	\$35.58	\$35.58
Level 1	\$28.29	\$37.72	\$37.72
Level 2	\$29.25	\$39.00	\$39.00
Level 3	\$30.20	\$40.26	\$40.26
Level 3A	\$31.61	\$42.14	\$42.14
Level 4	\$32.09	\$42.78	\$42.78
Level 5	\$33.05	\$44.06	\$44.06
Level 6	\$33.99	\$45.32	\$45.32

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.6 Casual employees

B.6.1 Casual general employees—ordinary and penalty rates

	Ordinary hours ¹	Saturday	Sunday	Public holiday
	% of ordinary hourly rate ²			
	125%	150%	175%	275%
	\$	\$	\$	\$
Introductory Level	\$22.13	\$26.55	\$30.98	\$48.68
Level 1	\$22.76	\$27.32	\$31.87	\$50.08
Level 2	\$23.64	\$28.37	\$33.09	\$52.00

Plain Language Exposure draft – Hospitality Industry (General) Award 2017

	Ordinary hours¹	Saturday	Sunday	Public holiday
	% of ordinary hourly rate²			
	125%	150%	175%	275%
	\$	\$	\$	\$
Level 3	\$24.45	\$29.34	\$34.23	\$53.79
Level 4	\$25.76	\$30.92	\$36.07	\$56.68
Level 5	\$27.38	\$32.85	\$38.33	\$60.23
Level 6	\$28.11	\$33.74	\$39.36	\$61.85
¹ Additional shift penalties may apply in accordance with Table 11—Penalty rates (see clause 27.2(b))				
² Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.				

B.6.2 Casual managerial staff (Hotels) employees—ordinary and penalty rates

	Ordinary hours¹	Saturday	Sunday	Public holiday
	% of ordinary hourly rate²			
	125%	150%	175%	275%
Managerial staff (Hotels)	\$27.50	\$33.00	\$38.50	\$60.50
¹ Additional shift penalties may apply in accordance with Table 11—Penalty rates (see clause 27.2(b))				
² Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.				

B.6.3 Casual casino gaming employees—ordinary and penalty rates

	Ordinary hours¹	Saturday	Sunday	Public holiday
	% of ordinary hourly rate²			
	125%	150%	175%	275%
Introductory Level	\$22.24	\$26.69	\$31.13	\$48.92
Level 1	\$23.58	\$28.29	\$33.01	\$51.87
Level 2	\$24.38	\$29.25	\$34.13	\$53.63
Level 3	\$25.16	\$30.20	\$35.23	\$55.36
Level 3A	\$26.34	\$31.61	\$36.87	\$57.94
Level 4	\$26.74	\$32.09	\$37.43	\$58.82

Plain Language Exposure draft – Hospitality Industry (General) Award 2017

	Ordinary hours ¹	Saturday	Sunday	Public holiday
	% of ordinary hourly rate ²			
	125%	150%	175%	275%
Level 5	\$27.54	\$33.05	\$38.55	\$60.58
Level 6	\$28.33	\$33.99	\$39.66	\$62.32
¹ Additional shift penalties may apply in accordance with Table 11—Penalty rates (see clause 27.2(b))				
² Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.				

Rates for junior employees and apprentices will be included after determination of the AWR 2017

Schedule C—Summary of Monetary Allowances

See clause 24 for full details of allowances payable under this award.

C.1 Wage-related allowances

The wage-related allowances in this award are based on the standard weekly rate as defined in clause 2 as the minimum weekly rate for a Level 4 classification (Cook (tradesperson) grade 3) in clause 18.1= **\$783.30**

Allowance	Clause	% of standard weekly rate \$783.30	\$ per week unless stated otherwise
Fork lift driver allowance ¹ :			
Full-time employee	24.3(a)	1.50%	\$11.75
Part-time or casual fork-lift driver	24.3(b)	0.30%	\$2.35 per day
Part-time or casual maximum payment	24.3(b)	1.50%	\$11.75
First aid allowance:			
Full-time employee	24.12(b)(i)	1.20%	\$9.40
Part-time or casual employee	24.12(b)(ii)	0.24%	\$1.88 per day
Part-time or casual maximum payment	24.12(b)(ii)	1.20%	\$9.40
Airport catering—supervisory allowance:	Table 9— Supervisory allowance (see clause 24.13(b))		
Up to 5 employees		2.00%	\$15.67
6 to 10 employees		2.75%	\$21.54
11 to 20 employees		3.10%	\$24.28
More than 20 employees		5.20%	\$40.73
Split shift allowance:			
2 hours and up to 3 hours	24.14(b)(i)	0.33%	\$2.58 per day
More than 3 hours	24.14(b)(ii)	0.50%	\$3.92 per day
Overnight stay allowance—outside ordinary business operating hours		6.00%	\$47.00 per overnight stay period
¹ This allowance applies for all purposes of this award			

C.1.1 Adjustment of wage-related allowances

Wage-related allowances are adjusted in accordance with increases to wages and are based on percentage of the standard rate as specified.

C.2 Expense-related allowances

The expense-related allowances in this award will be adjusted by reference to the Consumer Price Index (CPI) as per the following:

Allowance	Clause	\$
Meal allowance—overtime of more than two hours without required notice	24.4(b)(i)	\$12.57 per occasion
Clothing, equipment and tools - where a cook required to use their own tools:	24.5(a)	
Per day		\$1.55 per day or part thereof
Per week (maximum)		\$7.60 per week
Uniform/laundry allowance—catering employees, including airport catering employees:	24.6(c)(i)	
Full-time employees		\$6.00 per week
Part-time and casual employees	24.6(c)(i)	\$2.05 per uniform laundered
Laundry allowance—motel employees:	24.6(c)(ii)	
Per uniform		\$2.40 per uniform laundered
Per week (maximum)		\$7.45 per week
Motor vehicle allowance	24.7(b)	\$0.78 per km
Travel allowance—airport catering employees	24.11	\$6.68 per day of attendance

C.2.1 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

C.3 Penalty rates

Clause 25 is subject to the outcome of the Penalty Rates Full Bench [AM2014/305](#)

The additional hourly rate component of the penalty rates in this award for ordinary hours worked Monday to Friday—7.00 pm to 7.00 am are based on the standard

hourly rate as defined in clause 2 as the minimum hourly rate for a Level 4 classification (Cook (tradesperson) grade 3) in clause 18.1 = **\$20.61**

Penalty	Clause	% of standard hourly rate \$20.61	\$ per hour or part thereof
Monday to Friday—7.00 pm to midnight	Table 11—Penalty rates (see clause 27.2(b))	10%	\$2.06
Monday to Friday—midnight to 7.00 am	Table 11—Penalty rates (see clause 27.2(b))	15%	\$3.09

C.4 Deductions for provision of employee accommodation and meals

See clause 33 for full details on deductions for provision of employee accommodation and meals.

C.4.1 Adult employees and junior employees on adult wages

An employer may deduct from the wages of an adult employee, or the wages of a junior employee on adult rates, the amount specified in column 2 of Table 12—Employees on adult rates (in clause 33.3) for the service specified in column 1 provided by the employer.

NOTE: Column 3 sets out the relationship between the amount deducted and the standard weekly rate:

Column 1 Service provided by employer	Column 2 Deduction \$ per week	Column 3 % of standard weekly rate
Single room and 3 meals a day	\$195.83	25% of standard weekly rate
Shared room and 3 meals a day	\$190.93	97.5% of 25% of standard weekly rate
Single room only; no meals	\$186.03	95% of 25% of standard weekly rate
Shared room only; no meals	\$181.14	92.5% of 25% of standard weekly rate
A meal	\$7.83	1% of standard weekly rate

C.4.2 Junior employees on junior rates

An employer may deduct from the wages of a junior employee on junior rates aged as specified in column 2 of Table 13—Employees on junior rates (in clause 33.4) the percentage specified in column 3 of the amount per week that would be deducted if the employee were on adult rates for the service specified in column 1 provided by the employer.

Plain Language Exposure draft – Hospitality Industry (General) Award 2017

Column 1	Column 2	Column 3
Service provided by employer	Age	% of adult deduction
Single room and 3 meals a day	15 years of age and under	45%
	16 years of age	55%
	17 years of age	70%
	18 years of age	80%
	19 years of age	90%
Shared room and 3 meals a day	15 years of age and under	45%
	16 years of age	55%
	17 years of age	70%
	18 years of age	80%
	19 years of age	90%
Single room only; no meals	15 years of age and under	45%
	16 years of age	55%
	17 years of age	70%
	18 years of age	80%
	19 years of age	90%
Shared room only; no meals	15 years of age and under	45%
	16 years of age	55%
	17 years of age	70%
	18 years of age	80%
	19 years of age	90%
A meal	Same rate all ages	—

Schedule D—School-based Apprentices

D.1 In this Schedule:

D.1.1 **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; and

D.1.2 **school-based apprentice** is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.

D.2 A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement for an apprentice declared or recognised by the relevant State or Territory authority.

D.3 The relevant minimum hourly rates for full-time junior and adult apprentices provided for in this award apply to school-based apprentices for total hours worked, including time taken to be spent in off-the-job training.

D.4 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 time spent in training may be averaged over the semester or year.

D.5 A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.

D.6 The duration of the apprenticeship must be as specified in the training agreement for each apprentice but must not exceed 6 years.

D.7 School-based apprentices progress through the relevant wage scale at the rate of 12 months' progression for each 2 years of employment as an apprentice or at the rate of competency based progression if provided for in this award.

D.8 The apprentice wage scales are based on a standard full-time apprenticeship of 4 years (unless the apprenticeship is of 3 years' duration) or stages of competency based progression (if provided for in this award).

NOTE: The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.

D.9 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.

D.10 School-based apprentices are entitled to all of the other conditions in this award on a proportionate basis.

Schedule E— Supported Wage System

This Schedule has not been drafted in plain language, pending the outcome of [AM2013/30](#).

Schedule F—National Training Wage

The National Training Wage schedule may be affected by [AM2014/17](#). The schedule has not been included in this exposure draft.

Schedule G—2017 Part-day Public Holidays

The part-day public holidays schedule may be affected by [AM2014/301](#)

This Schedule has not been drafted in plain language.

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).

G.1 Where a part-day public holiday is declared or prescribed between 7.00 pm 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 7.00 pm 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 7.00 pm 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 7.00 pm 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 7.00 pm 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 G.1(f) applies, where an employee works any hours between 7.00 pm 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 7.00 pm and midnight.
- (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause G.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 H—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 I—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

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___