## Hospitality Industry (General) Award 2010

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MA000009 This award does not come into force until 1 January 2010
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Part 1—Application and Operation

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

2. **Commencement date**
   
   This award commences on 1 January 2010.

3. **Definitions and interpretation**

   3.1 In this award, unless the contrary intention appears:

   - **Act** means the *Workplace Relations Act 1996* (Cth)
   - **appropriate level of training** means that an employee has:
     - (a) completed an appropriate training course accredited within the Australian Qualifications Framework (AQF); and/or
     - (b) been assessed by a qualified skills assessor to have skills at least equivalent to those attained in an appropriate training course; and/or
     - (c) at 31 December 2009, been doing the work of a particular classification for a period of at least three months.
   - **casino** means a gaming establishment holding a casino license under relevant State or Territory legislation
   - **Commission** means the Australian Industrial Relations Commission or its successor
   - **employee** has the meaning in the Act
   - **employer** has the meaning in the Act
   - **enterprise award** has the meaning in the Act
   - **liquor service employee** means a person employed to sell or dispense liquor in bars and/or bottle departments or shops and includes a cellar employee
   - **NAPSA** means notional agreement preserving a State award and has the meaning in the Act
   - **NES** means National Employment Standards
   - **relevant apprenticeship legislation** means any awards and/or regulations made by any State Apprenticeship Authority
   - **resort** means an establishment providing hotel services, accommodation, food and beverages with access to recreation facilities for guests, and includes an offshore island resort
restaurant includes reception centres and nightclubs

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

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

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

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

4. Coverage

4.1 This industry award covers employers throughout Australia in the hospitality industry and their employees in the classifications within Schedule A to the exclusion of any other modern award. The award does not cover employers in the following industries:

(a) Clubs registered or recognised under State or Territory legislation;

(b) Boarding schools;

(c) Residential colleges;

(d) Hospitals;

(e) Industrial schools;

(f) Orphanages;

(g) Any council, county council, municipal council, shire, shire council or local government body as defined by the Local Government Act 1993 (NSW); the Local Government Act 1989 (Vic); the Local Government Act 1993 (Qld); the City of Brisbane Act 1924 (Qld), the Local Government Act 1995 (WA); the Local Government Act 1999 (SA); the Local Government Act 1993 (Tas); and the Local Government Act 2008 (NT);

(h) Off-shore island resorts;

(i) Theme parks;

(j) In-flight catering for airlines;

(k) Contract cleaning undertaken by companies not operating exclusively in the hospitality industry;

(l) Catering services provided by aged care employers (except where these services are provided by a hospitality industry employer for or within an aged care facility);
(m) Contract security, contract gardening or contract maintenance provided by an external provider, whose primary business falls outside the hospitality operation; and

(n) Businesses primarily concerned with the sale of petroleum or mixed functions involving the sale of petroleum.

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

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

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

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

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

5. Access to the award and the National Employment Standards

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

6. The National Employment Standards and this award

The NES and this award combine to contain the minimum conditions of employment for employees covered by this award.

7. Award flexibility

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

(a) arrangements for when work is performed;

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

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

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

(a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and

(b) not disadvantage the individual employee in relation to the individual employee’s terms and conditions of employment.

7.4 For the purposes of clause 7.3(b) the agreement will be taken not to disadvantage the individual employee in relation to the individual employee’s terms and conditions of employment if:

(a) the agreement does not result, on balance, in a reduction in the overall terms and conditions of employment of the individual employee under this award and any applicable agreement made under the Act, as those instruments applied as at the date the agreement commences to operate; and

(b) the agreement does not result in a reduction in the terms and conditions of employment of the individual employee under any other relevant laws of the Commonwealth or any relevant laws of a State or Territory.

7.5 The agreement between the employer and the individual employee must also:

(a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee’s parent or guardian;

(b) state each term of this award that the employer and the individual employee have agreed to vary;

(c) detail how the application of each term has been varied by agreement between the employer and the individual employee;

(d) detail how the agreement does not disadvantage the individual employee in relation to the individual employee’s terms and conditions of employment; and

(e) state the date the agreement commences to operate.

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

7.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee’s understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure that the employee understands the proposal.

7.8 The agreement may be terminated:
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(a) by the employer or the individual employee giving four weeks’ notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

(b) at any time, by written agreement between the employer and the individual employee.

7.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

Part 2—Consultation and Dispute Resolution

8. Consultation regarding major workplace change

8.1 Employer to notify

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

(b) Significant effects include termination of employment, major changes in the composition, operation or size of the employer’s workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

8.2 Employer to discuss change

(a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

(b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1.

(c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer’s interests.
9. **Dispute resolution**

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

9.2 If a dispute in relation to a matter arising under this award or the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Commission.

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

9.4 Where the matter in dispute remains unresolved the Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

9.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

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

**Part 3—Types of Employment and Termination of Employment**

10. **Types of employment**

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

(a) full-time;

(b) part-time; or

(c) casual.

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

11. **Full-time employment**

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

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

12.2 A part-time employee is an employee who:

(a) works less than full-time hours of 38 per week; and

(b) has reasonably predictable hours of work; and

(c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

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

12.4 Any agreed variation to the regular pattern of work will be recorded in writing.

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

12.6 An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 13—Casual employment.

12.7 All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates prescribed in clause 33—Overtime.

12.8 A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed in clause 20—Minimum wages, for the work performed.

13. Casual employment

13.1 A casual employee is an employee engaged as such and must be paid a casual loading of 25% as provided for in this award. The casual loading is paid as compensation for annual leave, personal/carer’s leave, notice of termination, redundancy benefits and the other entitlements of full-time or part-time employment.

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

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

13.4 Conversion to full-time or part-time employment

(a) This clause only applies to a regular casual employee.

(b) A regular casual employee means a casual employee who is employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months.
Hospitality Industry (General) Award 2010

(c) A regular casual employee who has been engaged by a particular employer for at least 12 months may elect (subject to the provisions of this clause) to have their contract of employment converted to full-time or part-time employment.

(d) An employee who has worked at the rate of an average of 38 or more hours a week in the period of 12 months casual employment may elect to have their employment converted to full-time employment.

(e) An employee who has worked at the rate of an average of less than 38 hours a week in the period of 12 months casual employment may elect to have their employment converted to part-time employment.

(f) Where a casual employee seeks to convert to full-time or part-time employment, the employer may consent to or refuse the election, but only on reasonable grounds. In considering a request, the employer may have regard to any of the following factors:

- the size and needs of the workplace or enterprise;
- the nature of the work the employee has been doing;
- the qualifications, skills, and training of the employee;
- the trading patterns of the workplace or enterprise (including cyclical and seasonal trading demand factors);
- the employee’s personal circumstances, including any family responsibilities; and
- any other relevant matter.

(g) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and agree upon:

- the form of employment to which the employee will convert—that is, full-time or part-time employment; and
- if it is agreed that the employee will become a part-time employee, the matters referred to in clause 12—Part-time employment.

(h) The date from which the conversion will take effect is the commencement of the next pay cycle following such agreement being reached unless otherwise agreed.

(i) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.

(j) An employee must not be engaged and/or re-engaged (which includes a refusal to re-engage) to avoid any obligation under this award.

(k) Nothing in this clause obliges a casual employee to convert to full-time or part-time employment, nor permits an employer to require a casual employee to so convert.
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(l) Nothing in this clause requires the employer to convert the employment of a regular casual employee to full-time or part-time employment if the employee has not worked for 12 months or more in a particular establishment or in a particular classification stream.

(m) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.

14. **Apprentices**

14.1 Apprentices will be engaged in accordance with relevant apprenticeship legislation and be paid in accordance with clause 20.4.

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

15. **Junior employees**

15.1 Junior employees will be paid in accordance with clause 20.5. Junior employees, on reaching the age of 18 years, may be employed in the bar or other places where liquor is sold. Junior employees working as liquor service employees must be paid at the adult rate of pay in clause 20.1 for the classification for the work being performed.

15.2 An employer may at any time demand the production of a birth certificate or other satisfactory proof for the purpose of ascertaining the correct age of a junior employee. If a birth certificate is required, the cost of it must be borne by the employer.

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

16. **Termination of employment**

16.1 Notice of termination is provided for in the NES.

16.2 **Notice of termination by an employee**

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

16.3 **Job search entitlement**

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

17. **Redundancy**

17.1 Redundancy pay is provided for in the NES.

17.2 **Transfer to lower paid duties**

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

17.3 **Employee leaving during notice period**

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

17.4 **Job search entitlement**

(a) An employee given notice of termination in circumstances of redundancy will be allowed up to one day’s time off without loss of pay during each week of notice for the purpose of seeking other employment.

(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee will, at the request of the employer, be required to produce proof of attendance at an interview or they will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

(c) This entitlement applies instead of clause 16.3.

17.5 **Transitional provisions**

(a) Subject to clause 17.5(b) an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a NAPSA:

(i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under the Act had applied to the employee; and

(ii) that would have entitled the employee to redundancy pay in excess of the employee’s entitlement to redundancy pay, if any, under the NES.

(b) The employee’s entitlement to redundancy pay under the NAPSA is limited to the amount of redundancy pay which exceeds the employee’s entitlement to redundancy pay, if any, under the NES.
(c) This clause does not operate to diminish an employee’s entitlement to redundancy pay under any other instrument.

(d) This clause ceases to operate on 31 December 2014.

Part 4—Classifications and Minimum Wage Rates

18. Work organisation

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

19. Classifications

The definitions of the classification levels in clause 20—Minimum wages, are contained in Schedule A.

20. Minimum wages

20.1 General

An adult employee within a level specified in the following table (other than an apprentice or an employee in respect of whom a certificate under s.123 of the Act is in force) will be paid not less than the rate per week assigned to the classification, as defined in Schedule A, for the area in which such employee is working. An employee’s rate of pay is inclusive of the award rate set out in this clause and the additional allowance for a fork lift driver set out in clause 21.2(a).

<table>
<thead>
<tr>
<th>Level</th>
<th>Classification</th>
<th>Minimum weekly wage</th>
<th>Minimum hourly wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introductory</td>
<td></td>
<td>$543.90</td>
<td>$14.31</td>
</tr>
<tr>
<td>Level 1</td>
<td>Food and beverage attendant grade 1</td>
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</tr>
<tr>
<td></td>
<td>Guest service grade 1</td>
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<td></td>
<td>Kitchen attendant grade 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Level 2</td>
<td>Clerical grade 1</td>
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<td>$15.34</td>
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<td></td>
<td>Cook grade 1</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Door person/security officer grade 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Food and beverage attendant grade 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Front office grade 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Guest service grade 2</td>
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<tr>
<td></td>
<td>Kitchen attendant grade 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Level</td>
<td>Classification</td>
<td>Minimum weekly wage</td>
<td>Minimum hourly wage</td>
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<tr>
<td>-------</td>
<td>---------------------------------</td>
<td>---------------------</td>
<td>---------------------</td>
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<tr>
<td></td>
<td>Leisure attendant grade 1</td>
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<tr>
<td></td>
<td>Storeperson grade 1</td>
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</tr>
<tr>
<td>Level 3</td>
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<td>Cook grade 2</td>
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<td>Food and beverage attendant grade 3</td>
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<td></td>
</tr>
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<td>Guest service grade 3</td>
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</tr>
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<td>Handyperson</td>
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</tr>
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<td>Kitchen attendant grade 3</td>
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<td>Leisure attendant grade 2</td>
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<tr>
<td></td>
<td>Storeperson grade 2</td>
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<td>Timekeeper/security officer grade 2</td>
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<tr>
<td>Level 4</td>
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<td>637.60</td>
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<td>Food and beverage attendant (tradesperson) grade 4</td>
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<td>Front office grade 3</td>
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<td>Front office supervisor</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Guest service supervisor</td>
<td></td>
<td></td>
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<tr>
<td>Level 6</td>
<td>Cook (tradesperson) grade 5</td>
<td>698.20</td>
<td>18.37</td>
</tr>
</tbody>
</table>

### 20.2 Managerial staff—hotels

(a) The minimum annual salary payable to employees within the Managerial staff—hotels classification level within Schedule A, will be $36,370 per annum.

(b) Salaries absorption
Employees within the Manager classification level within clause 20.2(a), who are in receipt of a salary of 25% in excess of the minimum annual salary rate of $36,370 per annum (in receipt of a salary of at least $45,462 per annum), will not be entitled to the benefit of the terms and conditions within the following clauses:

- clause 12—Part-time employees;
- clause 21.1(b)—Clothing equipment and tools;
- clause 21.1(c)—Vehicle allowance;
- clause 29—Ordinary hours of work;
- clause 31—Breaks;
- clause 32—Penalty rates;
- clause 33—Overtime;
- clause 34.2—Payment for annual leave; and
- clause 39—Provision of employee accommodation and meals.

(e) An employee being paid according to clause 20.2(b) will be entitled to a minimum of eight days off per four week cycle. Further, where an employee is being paid according to clause 20.2(b) and works a public holiday the employee will be entitled to a day off for each public holiday worked.

(d) For the purpose of calculating the weekly equivalent of the annual salary rates prescribed by this clause, the divisor of 52 will be used and the resultant amount will be taken to the nearest 10 cents. All calculations required to be made under this award for the purpose of determining hourly amounts payable to an employee will be calculated on the weekly equivalent of the annual salary.

20.3 Casino gaming classifications

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

<table>
<thead>
<tr>
<th>Level</th>
<th>Classification</th>
<th>Minimum weekly rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introductory</td>
<td></td>
<td>$560.50</td>
</tr>
<tr>
<td>Level 1</td>
<td>Casino electronic gaming employee grade 1</td>
<td>$596.00</td>
</tr>
<tr>
<td>Level 2</td>
<td>Casino electronic gaming employee grade 2</td>
<td>$616.70</td>
</tr>
<tr>
<td></td>
<td>Casino equipment technician grade 1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Casino table gaming employee grade 1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Customer liaison officer</td>
<td></td>
</tr>
<tr>
<td>Level</td>
<td>Classification</td>
<td>Minimum weekly rate</td>
</tr>
<tr>
<td>------------</td>
<td>----------------------------------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td></td>
<td>Gaming finance employee grade 1</td>
<td></td>
</tr>
<tr>
<td>Level 3</td>
<td>Casino equipment technician grade 2</td>
<td>637.60</td>
</tr>
<tr>
<td></td>
<td>Gaming finance employee grade 2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Security officer grade 1</td>
<td></td>
</tr>
<tr>
<td>Level 3A</td>
<td>Casino table gaming employee grade 2</td>
<td>668.90</td>
</tr>
<tr>
<td>Level 4</td>
<td>Casino equipment technician grade 3</td>
<td>679.30</td>
</tr>
<tr>
<td></td>
<td>Gaming finance employee grade 3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Security officer grade 2</td>
<td></td>
</tr>
<tr>
<td>Level 5</td>
<td>Casino table gaming employee grade 3</td>
<td>700.20</td>
</tr>
<tr>
<td></td>
<td>Gaming finance employee grade 4</td>
<td></td>
</tr>
<tr>
<td>Level 6</td>
<td>Casino table gaming employee grade 4</td>
<td>721.00</td>
</tr>
<tr>
<td></td>
<td>Gaming finance employee grade 5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Surveillance operator</td>
<td></td>
</tr>
</tbody>
</table>

20.4 Apprentice wages

(a) Cooking apprenticeship

(i) A person who has completed a full apprenticeship for cooking must be paid not less than the standard rate.

(ii) An employee apprenticed in the cooking trade will be paid the percentage of the standard rate, as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>55</td>
</tr>
<tr>
<td>Second</td>
<td>65</td>
</tr>
<tr>
<td>Third</td>
<td>80</td>
</tr>
<tr>
<td>Fourth</td>
<td>95</td>
</tr>
</tbody>
</table>

(b) Waiting apprenticeship

(i) Any person who has completed a full apprenticeship as a qualified tradesperson must be paid not less than the standard rate.
Hospitality Industry (General) Award 2010

(ii) An employee apprenticed in the waiting trade will be paid the standard rate, or the wage as otherwise prescribed, as follows:

First six months  70%
Second six months  85%
Third six months Midway between the total rate prescribed for food and beverage attendant grade 2 (waiter) in clause 20.1 and the standard rate; and
Fourth six months Midway between the total rate prescribed for third six months, above, and the standard rate.

(c) Proficiency payments—cooking trade

(i) Application

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

(ii) Payments

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

(1) one occasion only:
   - for the first nine months of the fourth year of apprenticeship, the normal fourth year rate of pay;
   - thereafter, the standard rate.

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

(3) on all three occasions:
   - for the entire fourth year, the standard rate.

(d) Proficiency payments—waiting trade

(i) Application

Proficiency pay as set out in clause 20.4(d)(ii) will apply to level 2 apprentices who have successfully completed their schooling in the first year.

(ii) Payments

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

(a) Junior employees (other than office juniors)

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

<table>
<thead>
<tr>
<th>Age</th>
<th>% of adult rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>16 years and under</td>
<td>50</td>
</tr>
<tr>
<td>17 years</td>
<td>60</td>
</tr>
<tr>
<td>18 years</td>
<td>70</td>
</tr>
<tr>
<td>19 years</td>
<td>85</td>
</tr>
<tr>
<td>20 years</td>
<td>100</td>
</tr>
</tbody>
</table>

(b) Junior office employees

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

<table>
<thead>
<tr>
<th>Age</th>
<th>% of adult rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 16 years</td>
<td>45</td>
</tr>
<tr>
<td>16 years</td>
<td>55</td>
</tr>
<tr>
<td>17 years</td>
<td>65</td>
</tr>
<tr>
<td>18 years</td>
<td>75</td>
</tr>
<tr>
<td>19 years</td>
<td>90</td>
</tr>
<tr>
<td>20 years</td>
<td>100</td>
</tr>
</tbody>
</table>

21. Allowances

21.1 Expenses incurred in the course of employment

(a) Meal allowance

(i) An employee required to work overtime for more than two hours without being notified on the previous day or earlier that they will be so required to work must either be supplied with a meal by the employer or be paid an allowance of $10.07.

(ii) If an employee who has been given notice of a requirement to work overtime has provided a meal and is not required to work overtime or is required to work less than the amount advised, they must be paid as prescribed above for the meal which they have provided but which is surplus.
Hospitality Industry (General) Award 2010

(b) Clothing, equipment and tools

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

(ii) Where the employer requires an employee to wear any special clothing such as coats, dresses, caps, aprons, cuffs and any other articles of clothing, the employer must reimburse the employee for the cost of purchasing such special clothing. The provisions of this clause do not apply where the special clothing is paid for by the employer.

(iii) Where the employee is responsible for laundering the special clothing the employer must reimburse the employee for the demonstrated costs of laundering it.

(iv) The employer and the employee may agree on an arrangement under which the employee will wash and iron the special clothing for an agreed sum of money to be paid by the employer to the employee each week.

(v) For the purposes of this clause black and white attire (not being dinner suit or evening dress), shoes, hose and/or socks are not special clothing.

(vi) Where it is necessary that an employee wear waterproof or other protective clothing such as waterproof boots, aprons, or gloves, the employer must reimburse the employee for the cost of purchasing such clothing. The provisions of this clause do not apply where the protective clothing is paid for by the employer.

(vii) An employer may require an employee on commencing employment to sign a receipt for item/s of uniform and property. This receipt must list the item/s of uniform and property and the value of them. If, when an employee ceases employment, the employee does not return the item/s of uniform and property (or any of them) in accordance with the receipt, the employer will be entitled to deduct the value as stated on the receipt from the employee’s wages.

(viii) In the case of genuine wear and tear, damage, loss or theft that is not the employee’s fault the provisions of clause 21.1(b)(vii) will not apply.

(ix) Where the employer requires an employee to provide and use any towels, tools, ropes, brushes, knives, choppers, implements, utensils and materials, the employer must reimburse the employee for the cost of purchasing such equipment. The provisions of this clause do not apply where these items are paid for by the employer.

(c) Uniform/laundry allowance—catering employees, including airport catering employees

Where a catering employer requires any employee to wear any special uniform, dress or clothing, the employer must reimburse the employee for the cost of purchasing such special clothing. The provisions of this clause do not apply where the special clothing is paid for by the employer. Unless such uniform, dress or clothing is laundered by the employer, the employee will be paid a
Hospitality Industry (General) Award 2010

laundry allowance of $6.00 per week; and in the case of regular part-time employees and casual employees, $2.05 for each uniform laundered.

For the purposes of this clause, black and white attire (not being dinner suit or evening dress), shoes, hose and/or socks are not special clothing.

(d) Laundry allowance—motel employees

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

(e) Vehicle allowance

An employee within the Managerial staff—hotels classification level within Schedule A who is required by their employer to use their own vehicle in or in connection with the official business of the employer must be paid an allowance of 74 cents each kilometre of authorised travel. An employer may require an employee to record full details of all such official travel requirements in a log book as a pre-condition for the employee qualifying for the allowance.

(f) Working late

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

(g) Working early

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

(h) Working away from usual place of work

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

(i) Travel allowance—airport catering employees

All employees engaged by airport catering employers must be paid a travelling allowance of $6.40 for each day the employee attends work.
(j) **Adjustment of expense related allowances**

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

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

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Applicable Consumer Price Index Figure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meal allowance</td>
<td>Take away and fast foods sub-group</td>
</tr>
<tr>
<td>Clothing, equipment and tools</td>
<td>Clothing and footwear group</td>
</tr>
<tr>
<td>allowance</td>
<td></td>
</tr>
<tr>
<td>Vehicle/travel allowance</td>
<td>Private motoring sub-group</td>
</tr>
</tbody>
</table>

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

(a) **Fork lift driver**

In addition to the wage rates set out in clause 20.1, a fork lift driver must be paid an additional allowance, per week, equal to 1.5% of the standard weekly rate for all purposes.

(b) **First aid allowance**

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

(c) **Airport catering**

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

<table>
<thead>
<tr>
<th>Supervisory allowance</th>
<th>% of the standard rate per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>up to 5 employees</td>
<td>2</td>
</tr>
<tr>
<td>6 to 10 employees</td>
<td>2.75</td>
</tr>
<tr>
<td>11 to 20 employees</td>
<td>3.1</td>
</tr>
<tr>
<td>more than 20 employees</td>
<td>5.2</td>
</tr>
</tbody>
</table>
21.3 Allowance for disabilities associated with the performance of particular tasks or work in particular conditions or locations

(a) Broken periods of work

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

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

(b) Overnight stay allowance

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

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

21.4 District allowances

(a) Northern Territory

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

(i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under that Act had applied to the employee; and

(ii) that would have entitled the employee to payment of a district allowance.

(b) Western Australia

An employee in Western Australia is entitled to payment of a district allowance in accordance with the terms of a NAPSA or an award made under Workplace Relations Act 1996 (Cth):
Hospitality Industry (General) Award 2010

(i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under that Act had applied to the employee; and

(ii) that would have entitled the employee to payment of a district allowance.

(c) This clause ceases to operate on 31 December 2014.

21.5 Accident pay

(a) Subject to clause 21.5(b), an employee is entitled to accident pay in accordance with the terms of:

(i) a NAPSA that would have applied to the employee immediately prior to 1 January 2010 or an award made under the Workplace Relations Act 1996 (Cth) that would have applied to the employee immediately prior to 27 March 2006, if the employee had at that time been in their current circumstances of employment and no agreement made under the Workplace Relations Act 1996 (Cth) had applied to the employee; and

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

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

(c) This clause does not operate to diminish an employee’s entitlement to accident pay under any other instrument.

(d) This clause ceases to operate on 31 December 2014.

22. Supported wage system

See Schedule B—to be inserted.

23. National training wage

See Schedule C—to be inserted.

24. School-based apprenticeship

See Schedule D.

25. Mixed functions

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

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

26. **Payment of wages**

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

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

- cash;
- cheque; or
- payment into the employee’s bank account by electronic funds transfer, without cost to the employee.

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

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

26.5 Employees who are not paid by electronic funds transfer and whose rostered day off falls on pay day must be paid their wages, if they so desire, before going off duty on the working day prior to their day off.

27. **Annualised salary arrangements**

27.1 As an alternative to being paid by the week according to clause 20—Minimum wages, by agreement between the employer and the employee an employee may be paid at a rate equivalent to an annual salary of at least 25% or more above the rate prescribed in clause 20—Minimum wages, times 52 for the work being performed. In such circumstances, and despite clause 26.2, an employer paying an employee according to this clause may elect to pay the employee monthly.

27.2 An agreement provided for in clause 27.1 will have regard to the pattern of work in the employee’s occupation, industry or enterprise but must not disadvantage the employee involved. The employer and the individual employee must genuinely make the agreement without coercion or duress.

27.3 An agreement provided for in clause 27.1 will, unless the parties otherwise agree, relieve the employer of the requirements under clauses 32—Penalty rates and 33—Overtime (or other award clauses prescribing monetary entitlements, as specified in the agreement) to pay penalty rates and/or overtime (or other specified award-derived monetary entitlements) that the employer would otherwise be obliged to pay in addition to the weekly award wage for the work performed and the hours worked by the employee, provided that the salary paid over a year will be sufficient to cover...
what the employee would have been entitled to if all award overtime and penalty rate payment obligations (and other monetary entitlements specified in the agreement) had been complied with.

27.4 Provided further in the event of termination of employment prior to completion of a year the salary paid during such period of employment will be sufficient to cover what the employee would have been entitled to if all award overtime and penalty rate payment obligations had been complied with.

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

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

28. Superannuation

28.1 Superannuation legislation

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

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

28.2 Employer contributions

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

(b) The employer must make contributions for each employee for such month where the employee earns $350.00 or more in a calendar month.

28.3 Voluntary employee contributions

(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 28.2.
(b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months’ written notice to their employer.

(c) The employer must pay the amount authorised under clauses 28.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 28.3(a) or (b) was made.

28.4 Superannuation fund

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

(a) The Hospitality Industry Portable Liquor Union Superannuation Trust Deed (HOST-PLUS);

(b) HOST-PLUS Queensland Trust Deed;

(c) Sunsuper;

(d) InTrust Super Fund;

(e) HostWest Superannuation Fund;

(f) Westscheme Superannuation Fund; or

(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.

28.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 28.2 and pay the amount authorised under clauses 28.3(a) or (b):

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

(b) Work-related injury or illness—in respect of any employee entitled to accident pay, pursuant to clause 21.5, for the period of absence from work of the employee due to work-related injury or work-related illness provided that:

(i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and

(ii) the employee remains employed by the employer.
Part 5—Hours of Work and Related Matters

29. Ordinary hours of work

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

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

- a 19 day month, of eight hours per day;
- four days of eight hours and one day of six hours;
- four days of nine and a half hours per day;
- five days of seven hours and 36 minutes per day;
- 152 hours each four week period with a minimum of eight days off each four week period;
- 160 hours each four week period with a minimum of eight days off each four week period plus a rostered day off;
- any combination of the above.

29.3 Subject to clause 29.1, the arrangement for working the average of 38 hours per week is to be agreed between the employer and the employee from the alternatives in clause 29.2.

29.4 Subject to clause 29.1, the agreed hours of work arrangement must meet the following conditions:

(a) A minimum of six hours and a maximum of 11 and a half hours may be worked on any one day. The daily minimum and maximum hours are exclusive of meal break intervals.

(b) An employee cannot be rostered to work for more than 10 hours per day on more than three consecutive days without a break of at least 48 hours immediately following.

(c) No more than eight days of more than 10 hours may be worked in a four week period.

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

(a) No employee is to work more than 10 days in a row without a rostered day off.

(b) Where practicable the rostered day off must be contiguous with an employee’s normal days off.

(c) Rostered days may be banked, up to a maximum of five days.

(d) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
Hospitality Industry (General) Award 2010

(e) If a rostered day off falls on a public holiday then, where practicable, the next day is to be taken as the rostered day off.

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

(a) each day of paid leave, except annual leave and long service leave, and any public holiday occurring during the four week cycle must be regarded as a day worked for accrual purposes; and

(b) an employee who has not worked a complete four week cycle in order to accrue a rostered day off must be paid a pro rata amount for credits accrued for each day worked in the cycle. The pro rata amount is 24 minutes pay for each eight hour day worked.

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

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

(b) Where an employee works more than 20 days each four week period, the 21st and any subsequent days worked in the four week period must be paid at the rates prescribed in clause 33—Overtime.

29.8 Catering in remote locations

(a) Notwithstanding clauses 29.1 to 29.7, catering employers, servicing clients in remote locations, may schedule work over consecutively recurring cycles followed by consecutive non-working days. Such work cycles will only be altered or introduced by agreement between an employer and the majority of their employees.

(b) The total ordinary hours of work during a cycle will not exceed 40 hours multiplied by the number of working and non-working weeks in the cycle.

(c) Overtime rates will be paid for any time in excess of eight hours per day or in excess of the total ordinary hours prescribed in clause 29.8(b).

(d) Wages may be paid according to a weekly average of the ordinary hours worked even though more or less than 40 ordinary hours may be worked in any particular week of the work cycle.

(e) An employee whose hours of duty are worked in accordance with this clause will accrue an entitlement to paid accrued days off in accordance with the provisions of clause 29.5.

(f) An employee will have no entitlement to payment for the non-working days.

29.9 Make-up time

(a) Make-up time means an arrangement under which an employee takes time off during their ordinary hours of work and makes up that time later. The employer and a majority of employees in a workplace may agree to introduce make-up time subject to the following conditions:

(i) An employer who intends to introduce make-up time will consult with its employees and their representatives.
(ii) After the employer and a majority of employees have agreed to introduce make-up time an employee may elect, with the consent of their employer, to work make-up time.

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

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

29.10 Spread of hours

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

29.11 Minimum break between shift

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

30. Rostering

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

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

31. Breaks

31.1 If an employee, including a casual employee, is required to work for five or more hours in a day they must be given an unpaid meal break of no less than 30 minutes. The break must be given no earlier than one hour after starting work and no later than five and a half hours after starting work.

31.2 If the unpaid meal break is rostered to be taken after five hours of starting work, the employee must be given an additional 20 minute paid meal break. The employer must allow the employee to take this additional meal break no earlier than two hours after starting work and no later than five hours after starting work.

31.3 If an employee is not given the unpaid meal break at the time the employer has told them it will be given, the employer must pay the employee an extra hourly or part thereof payment at the rate of 50% of the ordinary hourly rate from the time the meal break was to commence until either the meal break is given or the shift ends.

31.4 If clause 31.3 does not apply and an employee is not given a meal break in accordance with clause 31.1 the employer must pay the employee an extra hourly or
part thereof payment at the rate of 50% of the ordinary hourly rate from the end of six hours until either the meal break is given or the shift ends.

31.5 If an employee is required to work more than five hours after they are given the unpaid meal break, they must be given an additional 20 minute paid break.

31.6 If a full-time or part-time employee is required to work more than 10 ordinary hours in the day, they will be given two additional 20 minute paid breaks. In rostering for these breaks, the employer must make all reasonable efforts to ensure an even mix of work time and breaks.

31.7 If an employee is required to work more than two hours’ overtime after completion of the employee’s rostered hours, they must be given an additional 20 minute paid break.

32. Penalty rates

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

<table>
<thead>
<tr>
<th></th>
<th>Monday to Friday</th>
<th>Saturday</th>
<th>Sunday</th>
<th>Public Holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-time and part-time</td>
<td>100 %</td>
<td>125 %</td>
<td>175 %</td>
<td>250 %</td>
</tr>
<tr>
<td>Casual (inclusive of the  25% casual loading)</td>
<td>125 %</td>
<td>150 %</td>
<td>175 %</td>
<td>275 %</td>
</tr>
</tbody>
</table>

32.2 Public holidays

An employee other than a casual working on a public holiday will be paid for a minimum of four hours work.

32.3 Employees who work on a prescribed holiday may, by agreement, perform such work at ordinary rates plus 50% additional loading, rather than the penalty rate prescribed in clause 32.1, provided that equivalent paid time is added to the employee’s annual leave or one day in lieu of such public holiday will be allowed to the employee during the week in which such holiday falls. Provided that such holiday may be allowed to the employee within 28 days of such holiday falling due.

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

32.4 Other penalty

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

(a) Monday–Friday—7.00 pm to midnight: 10% of the standard hourly rate per hour or any part of an hour for such time worked within the said hours;

(b) Monday–Friday—midnight to 7.00 am: 15% of the standard hourly rate per hour or any part of an hour for such time worked within the said hours.
Hospitality Industry (General) Award 2010

32.5 Penalty rates not cumulative

Except as provided in clause 31—Breaks, where time worked is required to be paid for at more than the ordinary rate such time will not be subject to more than one penalty, but will be subject to that penalty which is to the employee’s greatest advantage.

33. Overtime

33.1 Reasonable overtime

(a) Subject to clause 33.1(b) an employer may require an employee—other than a casual employee—to work reasonable overtime at overtime rates.

(b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

(i) any risk to the employee’s health and safety;

(ii) the employee’s personal circumstances including any family responsibilities;

(iii) the needs of the workplace or enterprise;

(iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and

(v) any other relevant matter.

33.2 Entitlement to overtime rates

(a) A full-time employee is paid at overtime rates for any work done outside of the hours set out in clause 29—Ordinary hours of work.

(b) A part-time employee is paid at overtime rates in the circumstances specified in clause 12.7.

33.3 Overtime rates

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

(i) Monday to Friday: 150% of their normal rate of pay for the first two hours of overtime; and twice their normal rate of pay for the rest of the overtime.

(ii) Between midnight Friday and midnight Sunday: twice their normal rate of pay for any work done.

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

(c) **Overtime stands alone**

Overtime worked on any day stands alone.

**Part 6—Leave and Public Holidays**

34. **Annual leave**

34.1 **Leave entitlement**

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

For the purpose of the additional week of leave provided by the NES, a **shiftworker** is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven hours a shift.

34.2 **Payment for annual leave**

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

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

34.3 **Requirement to take leave notwithstanding terms of the NES**

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

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

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

35. **Personal/carer’s leave and compassionate leave**

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

36. **Community service leave**

Community service leave is provided for in the NES.
37. Public holidays

37.1 National Employment Standards

(a) Public holidays are provided for in the NES

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

(b) Additional arrangements for full-time employees:

(i) A full-time employee whose rostered day off falls on a public holiday must, subject to clause 32.2, either:

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

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

Part 7—Industry Specific Provisions

38. No deduction for breakages or cashiering underings

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

39. Provision of employee accommodation and meals

39.1 Right to make deductions

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

39.2 Adult employees

The amounts set out in the table below may be deducted from the wages of an adult employee for the provision of accommodation, meals or both by their employer. The same amounts may be deducted from the wages of a junior employee in receipt of adult wages.
Hospitality Industry (General) Award 2010

<table>
<thead>
<tr>
<th>Service provided</th>
<th>Deduction $ per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single room and 3 meals a day</td>
<td>159.40</td>
</tr>
<tr>
<td>Shared room and 3 meals a day</td>
<td>155.40</td>
</tr>
<tr>
<td>Single room only, no meals</td>
<td>151.40</td>
</tr>
<tr>
<td>Shared room only, no meals</td>
<td>147.40</td>
</tr>
<tr>
<td>A meal</td>
<td>6.40</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Service provided</th>
<th>% of adult deduction per week $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single room and 3 meals a day</td>
<td>100</td>
</tr>
<tr>
<td>Shared room and 3 meals a day</td>
<td>97.5</td>
</tr>
<tr>
<td>Single room only, no meals</td>
<td>95.0</td>
</tr>
<tr>
<td>Shared room only, no meals</td>
<td>92.5</td>
</tr>
<tr>
<td>A meal</td>
<td>1% of the standard weekly rate</td>
</tr>
</tbody>
</table>

39.3 Junior employees receiving junior rates

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

<table>
<thead>
<tr>
<th>Service provided</th>
<th>Age</th>
<th>Deduction $ per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single room and 3 meals a day</td>
<td>15 yrs &amp; under</td>
<td>45</td>
</tr>
<tr>
<td></td>
<td>16 yrs</td>
<td>55</td>
</tr>
<tr>
<td></td>
<td>17 yrs</td>
<td>70</td>
</tr>
<tr>
<td></td>
<td>18 yrs</td>
<td>80</td>
</tr>
<tr>
<td></td>
<td>19 yrs</td>
<td>90</td>
</tr>
<tr>
<td>Shared room and 3 meals a day</td>
<td>15 yrs &amp; under</td>
<td>45</td>
</tr>
<tr>
<td></td>
<td>16 yrs</td>
<td>55</td>
</tr>
<tr>
<td></td>
<td>17 yrs</td>
<td>70</td>
</tr>
<tr>
<td></td>
<td>18 yrs</td>
<td>80</td>
</tr>
<tr>
<td></td>
<td>19 yrs</td>
<td>90</td>
</tr>
<tr>
<td>Single room only; no meals</td>
<td>15 yrs &amp; under</td>
<td>45</td>
</tr>
<tr>
<td></td>
<td>16 yrs</td>
<td>55</td>
</tr>
<tr>
<td></td>
<td>17 yrs</td>
<td>70</td>
</tr>
<tr>
<td></td>
<td>18 yrs</td>
<td>80</td>
</tr>
<tr>
<td></td>
<td>19 yrs</td>
<td>90</td>
</tr>
<tr>
<td>Service provided</td>
<td>Age</td>
<td>Deduction</td>
</tr>
<tr>
<td>---------------------------</td>
<td>---------</td>
<td>-----------</td>
</tr>
<tr>
<td></td>
<td>% of adult deduction</td>
<td>$</td>
</tr>
<tr>
<td>Shared room only; no meals</td>
<td>15 yrs &amp; under</td>
<td>45</td>
</tr>
<tr>
<td></td>
<td>16 yrs</td>
<td>55</td>
</tr>
<tr>
<td></td>
<td>17 yrs</td>
<td>70</td>
</tr>
<tr>
<td></td>
<td>18 yrs</td>
<td>80</td>
</tr>
<tr>
<td></td>
<td>19 yrs</td>
<td>90</td>
</tr>
<tr>
<td>A meal</td>
<td>Same rate all ages</td>
<td>--</td>
</tr>
</tbody>
</table>

Deductions for meals

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

(a) the employee does not live in accommodation provided by the employer; and

(b) the meal is provided during the employee’s normal working hours.

Part 8—Transitional Provisions

38. Transitional Provisions
Schedule A—Classification Definitions

A.1 Introductory level

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

A.2 General classification definitions

A.1.1 Food and beverage stream

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

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

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

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

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

- supplying, dispensing or mixing of liquor including the sale of liquor from the bottle department;
• assisting in the cellar or bottle department, where duties could include working up to four hours per day (averaged over the relevant work cycle) in the cellar without supervision;

• undertaking general waiting duties of both food and liquor including cleaning of tables;

• receipt and dispensing of monies;

• assembling and preparing ingredients for cooking; and

• general pantry duties.

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

• the operation of a mechanical lifting device; and

• attending a wagering (e.g. TAB) terminal, electronic gaming terminal or similar terminal.

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

• full control of a cellar or liquor store (including the receipt, delivery and recording of goods within such an area);

• mixing a range of sophisticated drinks;

• supervising food and beverage attendants of a lower grade;

• taking reservations, greeting and seating guests; and

• training food and beverage attendants of a lower grade.

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

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

A.1.2 Kitchen stream

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

• general cleaning duties within a kitchen or food preparation area and scullery, including the cleaning of cooking and general utensils used in a kitchen and restaurant;

• assisting employees who are cooking;

• assembling and preparing ingredients for cooking; and

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

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

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

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

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

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

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

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

A.1.3 Guest services stream

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

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

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

- servicing accommodation areas and cleaning thereof;
- receiving and assisting guests at the entrance to the establishment;
- driving a passenger vehicle or courtesy bus;

MA000009 This award does not come into force until 1 January 2010
transferring guests’ baggage to and from rooms;

• assisting in the dry cleaning process;

• cleaning duties using specialised equipment and chemicals; and

• providing butler services such as food, beverage and personalised guest service.

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

• supervising guest service employees of a lower grade;

• providing butler services such as food, beverage and personalised guest service;

• major repair of linen and/or clothing including basic tailoring and major alterations and refitting; and

• dry cleaning.

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

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

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

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

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

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

**A.1.4 Administration stream**

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

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

**Clerical grade 3** means an employee who has the appropriate level of training and who performs any of the following:
Hospitality Industry (General) Award 2010

- operates adding machines, switchboard, paging system, telex machine, typewriter or calculator;
- uses knowledge of keyboard and function keys to enter and retrieve data through computer terminal;
- copy types at 25 words per minute with 98% accuracy;
- maintains mail register and records;
- maintains established paper-based filing/records systems in accordance with set procedures including creating and indexing new files, distributing files within the organisation as requested, monitoring file locations;
- transcribes information into records, completes forms, takes telephone messages;
- acquires and applies a working knowledge of office or sectional operating procedures and requirements;
- acquires and applies a working knowledge of the organisation’s structure and personnel in order to deal with inquiries at first instance, locates appropriate staff in different sections, relays internal information, responds to or redirects inquiries, greets visitors;
- keeps appropriate records; and
- sorts, processes and records original source financial documents (e.g. invoices, cheques, correspondence) on a daily basis; maintains and records petty cash; prepares bank deposits and withdrawals and does banking.

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

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

• applies a working knowledge of the organisation’s products/services, functions, locations and clients;

• responds to and acts upon most internal/external inquiries in own function area;

• uses and maintains a computer-based record management system to identify, access and extract information from internal sources; maintains circulation, indexing and filing systems for publications, reviews files, closes files, archives files; and

• maintains financial records and journals, collects and prepares time and wage records; prepares accounts queries from debtors; posts transactions to ledger.

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

A.1.5 Security stream

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

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

A.1.6 Leisure activities stream

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

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

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

A.1.7 Stores stream

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

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

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

• implements quality control techniques and procedures;
- understands and is responsible for a stores/warehouse area or a large section of such an area;
- has a highly developed level of interpersonal and communications skills;
- is able to supervise and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction;
- exercises discretion within the scope of this grade; and who may exercise skills attained through the successful completion of an appropriate warehousing certificate; and may perform indicative tasks at this level such as:
  - liaising with management, suppliers and customers with respect to stores operations; and
  - detailing and co-ordinating activities of other storepersons and acting in a leading hand capacity for in excess of 10 storepersons;
- maintains control registers including inventory control and being responsible for preparation and reconciliation of regular reports or stock movements, dispatches, etc; and
- supervises the receipt and delivery of goods, records, outgoing goods, responsible for the contents of a store.

A.1.8 Maintenance and trades—other than the cooking trade

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

Fork lift driver means an employee who has a recognised fork lift licence and who is engaged solely on the basis of driving a fork lift vehicle. Those employees who operate a fork lift as only part of their duties will be paid at the level 3 classification rate in clause 20.1.

A.1.9 Managerial staff—hotels

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

In this additional classification, hotel manager means an employee (however designated) who:
- under the direction of senior management is required to manage and co-ordinate the activities of a relevant area or areas of the hotel; and
- directs staff to ensure they carry out their duties in the relevant area or areas of the hotel; and
- implements policies, procedures and operating systems for the hotel;
but excludes an employee who is employed to undertake the duties of senior management, responsible for a significant area of the operations of one or more hotels. Indicative position titles for such an employee include:

- Company secretary;
- Chief accountant;
- Personnel or human resources manager;
- Financial controller;
- Industrial relations manager;
- Venue manager;
- General/hotel manager;
- Executive assistant manager;
- Regional manager; or
- a Manager to whom any of those positions report or are responsible.

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

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

A.1.10 General

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

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

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

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

- completed a relevant training course accredited by the AQF; or
- completed training to a level or standard imposed by a statutory gaming licensing authority; or
• been assessed to have skills at least equivalent to those attained through the suitable training referred to above, such assessment to have been undertaken by a qualified skills assessor; or

• at 1 January 2010, had been doing the work of a particular classification for a period of at least three months.

A.1.11 Casino Table Gaming

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

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

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

Casino table gaming employee grade 4 means an employee engaged as such who undertakes table game inspection duties including ensuring that correct procedures and standards are observed by table game employees of a lower grade. This classification does not apply to managerial employees. The provisions of clause 25—Mixed functions, will apply to Casino table game employees who have not been appointed to this grade but are required to perform any functions of this position.

A.1.12 Casino Electronic Gaming

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

• providing information on customer loyalty programs, electronic gaming promotions or services and facilities within a gaming machine area; and/or

• explaining to patrons the playing of gaming machines.

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

• explaining to patrons the playing of gaming machines and providing pay-outs and rectifying minor malfunctions;

• selling and redeeming network gaming games such as Keno, TAB or other network games;

• conducting network games; and

• explaining to patrons the playing of gaming machines.

A.1.13 Casino Finance

Gaming finance employee grade 1 means an employee engaged to undertake any Count functions including:
• hard and/or soft count;
• shuffling and preparation of playing cards for table games;
• destruction of playing cards, dice, etc. for table games.

**Gaming finance employee grade 2** means an employee engaged to undertake any Change Booth functions including:

• limited supervision of gaming finance grade 1 employees;
• counting of change and associated change booth duties;
• sale and redemption of electronic gaming tickets.

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

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

**Gaming finance employee grade 4** means:

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

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

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

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

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

A.1.14 Casino Equipment Technicians

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

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

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

A.1.15 Casino Security

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

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

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

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

- input information or react to signals and instruments related to electronic surveillance;
- keyboard operation to alter the parameters within an integrated security surveillance system; and
- co-ordinate, monitor or record the activities of Security officers utilising a verbal communications system.
Schedule D—School-based Apprenticeship

D.1 This clause will apply to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this clause while also undertaking a course of secondary education.

D.2 The hourly rates for full-time junior and adult apprentices as set out in this award will apply to school-based apprentices for total hours worked including time deemed to be spent in off the job training.

D.3 For the purposes of clause D.2 above, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice is paid is deemed to be 25% of the actual hours each week worked on-the-job. The wages paid for training time may be averaged over a semester or year.

D.4 The school-based apprentice will 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.5 For the purposes of this subclause, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.

D.6 The duration of the apprenticeship will be as specified in the training agreement or contract for each apprentice. The period so specified to which the apprentice wage rates apply will not exceed six years.

D.7 School-based apprentices will progress through the wage scale at the rate of 12 months progression for each two years of employment as an apprentice.

D.8 These rates are based on a standard full-time apprenticeship of four years. 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 Where an apprentice converts from school-based to full-time, all time spent as a full-time apprentice will count for the purposes of progression through the wage scale. This progression will apply in addition to the progression achieved as a school-based apprentice.

D.10 School-based apprentices will be entitled pro rata to all of the conditions of employees under this award.
Subject to further orders of the Commission, school-based apprentices will be able to undertake a relevant training qualification which includes any of the following training packages:

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

For the purpose of this clause, a relevant training qualification is:

**D.12.1** a qualification from a National Training Package that covers occupations or work which are covered by this award, or is a qualification from an enterprise Training Package listed above; and

**D.12.2** an AQF Certificate Level III. A school-based apprenticeship does not include a qualification which can normally be completed through a Training Agreement of a duration of three years or less (such qualifications would generally be covered by traineeship provisions).