



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

**HOTELS – ADELAIDE  
ENTERTAINMENTS CORPORATION  
AND STAFF EMPLOYED UNDER THE  
PARLIAMENT (JOINT SERVICES) ACT  
1985 – AWARD**

This is a consolidated version of an award of the **South Australian Employment Tribunal** published pursuant to the provisions of the *Fair Work Act 1994*.

**PART 1 – APPLICATION AND OPERATION OF AWARD**

**CLAUSE 1.1 TITLE**

OPDATE 17:05:2013 on and from

This Award may be referred to as the Hotels - Adelaide Entertainments Corporation and Staff Employed Under the Parliament (Joint Services) Act 1985 – Award.

**CLAUSE 1.2 ARRANGEMENT**

OPDATE 01:10:2019 on and from

This Award is arranged as follows:

**1.2.1 Clause number**

*Clause no. Title*

**Part 1 – Application and operation of Award**

- 1.1 Title
- 1.2 Arrangement
- 1.3 Scope and locality of Award
- 1.4 Duration
- 1.5 Definitions
- 1.6 Continuous service

**Part 2 – Award flexibility**

- 2.1 Enterprise flexibility

**Part 3 – Communication, consultation and dispute resolution**

- 3.1 Introduction of change
- 3.2 Consultation
- 3.3 Grievance procedure

**Part 4 – Employer and employees' duties, employment relationship and related arrangements**

- 4.1 Contract of hiring
- 4.2 Casual employees
- 4.3 Juniors
- 4.4 School based apprentices
- 4.5 Duties of employees
- 4.6 Breakages
- 4.7 Termination of employment
- 4.8 Redundancy
- 4.9 Transmission
- 4.10 Service provisions (termination, change and redundancy)
- 4.11 Anti-discrimination

*Clause no. Title*

**Part 5 – Wages and related matters**

- 5.1 Wages
- 5.2 Payment of wages
- 5.3 Mixed functions
- 5.4 Superannuation
- 5.5 Economic incapacity applications

**Part 6 – Hours of work, breaks, overtime, shift work, weekend work**

- 6.1 Hours: full-time employees
- 6.2 Hours: regular part-time employees
- 6.3 Roster of hours
- 6.4 Rostered Days Off
- 6.5 Overtime, Saturday/Sunday, special rates, broken work
- 6.6 Meals times and meals

**Part 7 – Leave of absence and public holidays**

- 7.1 Annual leave
- 7.2 Personal leave – injury and sickness
- 7.3 Bereavement leave
- 7.4 Parental leave
- 7.5 Personal leave to care for a family member
- 7.6 Trade union training leave
- 7.7 Public holidays
- 7.8 Christmas day falling on a Saturday or Sunday

**Part 8 – Transfers, travelling and working away from usual place of work**

Vacant

**Part 9 – Training and related matters**

- 9.1 Training and acquisition of additional skills
- 9.2 Training wage arrangements

**Part 10 – Work health and safety matters, equipment, tools and amenities**

- 10.1 Catering and reception
- 10.2 Clothing
- 10.3 Tools and gear
- 10.4 First-aid
- 10.5 Amenities

**Part 11 – Award compliance and association related matters**

- 11.1 Time books and records
- 11.2 Posting up of Award
- 11.3 Right of entry
- 11.4 Workplace meeting

## Schedules

- Sch. 1 Wages
- Sch. 2 Classification and career structure
- Sch. 3 Allowances
- Sch. 4 Training standards
- Sch. 5 Supported wage provisions
- Sch. 6 Training wage arrangements
- Sch. 7 Conversion of casual employment to full-time or regular part-time employment

### 1.2.2 In alphabetical order

*Clause no. Subject matter*

- Sch. 3 Allowances
- 10.5 Amenities
- 7.1 Annual leave
- 4.11 Anti-discrimination
- 4.4 Apprentices
- 1.2 Arrangement
- 2.1 Enterprise flexibility
- 7.3 Bereavement leave
- 4.6 Breakages
- Sch. 7 Conversion of casual employees to full-time or regular part-time employment
- 4.2 Casual employees
- 10.1 Catering and reception
- 7.8 Christmas day falling on a Saturday or Sunday
- Sch. 2 Classification and career structure
- 10.2 Clothing
- 3.2 Consultation
- 1.6 Continuous service
- 4.1 Contract of hiring
- 1.5 Definitions
- 1.4 Duration
- 4.5 Duties of employees
- 5.5 Economic incapacity application
- 10.4 First-aid
- 3.3 Grievance procedure
- 6.1 Hours: full-time employees
- 6.2 Hours: regular part-time employees
- 6.1.7 Implementation of 38-hour week
- 3.1 Introduction of change
- 4.3 Juniors
- 6.6 Meal times and meals
- 5.3 Mixed functions
- 6.5 Overtime, Saturday/Sunday, special rates, broken work
- 5.2 Payment of wages
- 7.4 Parental leave
- 7.2 Personal leave - injury and sickness
- 7.5 Personal leave to care for a family member
- 11.2 Posting up of Award
- 7.7 Public holidays
- 4.8 Redundancy
- 11.3 Right of entry
- 6.3 Roster of hours
- 6.4 Rostered days off
- 4.4 School based apprentices
- 1.3 Scope and locality of Award
- 4.10 Service provisions (termination, change and redundancy)

*Clause no. Subject matter*

5.4	Superannuation
Sch. 5	Supported wage provisions
4.7	Termination of employment
11.1	Time books and records
1.1	Title
10.3	Tools and gear
7.6	Trade union training leave
9.1	Training and acquisition of additional skills
Sch. 4	Training standards
Sch. 6	Training wage arrangements (also 9.2)
4.9	Transmission
Sch. 1	Wages (also 5.1)
11.4	Workplace meeting

**CLAUSE 1.3 SCOPE AND LOCALITY OF AWARD**

OPDATE 01:10:2019 on and from

This Award is binding upon:

- 1.3.1 The Chief Executive, Department of Treasury and Finance in respect to employees of the Adelaide Entertainments Corporation who are employed to undertake work set out in Schedule 2 of this Award.
- 1.3.2 Catering employees employed under the Parliament (Joint Services) Act 1985.

**CLAUSE 1.4 DURATION**

OPDATE 17:05:2013 on and from

This Award, as varied by section 99 review, operates on and from 17 May 2013 and continues in force as amended from time to time until rescinded or replaced.

**CLAUSE 1.5 DEFINITIONS**

OPDATE 01:10:2019 on and from

1.5.1 ***Appropriate level of training*** shall mean:

- 1.5.1.1 Completion of a training course deemed suitable according to guidelines issued through Tourism Hospitality Training South Australia for that particular classification (refer Schedule 4).

After June 1 1991 such course is to be accredited by the Australian Hospitality Review Panel.

- 1.5.1.2 That the employee's skills have been assessed to be at least the equivalent of those attained through the suitable course described in Schedule 4, such assessment to be undertaken by a qualified skills assessor as defined by Tourism Hospitality Training South Australia.

1.5.2 ***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.

1.5.3 ***Double time*** shall mean double the ordinary hourly rate prescribed for a full time or part time employee.

1.5.4 ***Union*** for the purpose of this Award shall mean the United Workers' Union.

1.5.5 ***Rostered day off (RDO)*** for the purpose of this Award, a shall be considered to be 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 on for duty.

- 1.5.6 **Resorts** for the purpose of this Award are hotels providing accommodation, food and beverage with access to recreation facilities for guests and are located in recognised resort areas.
- 1.5.7 **Record of decision** shall mean the document (approved by the parties to the Award, and filed in the **Tribunal** Registry) that records the choice made between the Monthly, Fortnightly, Weekly and Four-Day Arrangements.
- 1.5.8 **Voting paper** shall mean the document (approved by the parties to the Award, and filed in the **Tribunal** Registry) to be used in the ballot to choose between the Monthly, Fortnightly, Weekly and Four-Day Arrangements.
- 1.5.9 **Leisure day (LD)** shall mean the day-off that is accrued and taken every four weeks under the Monthly Arrangement.
- 1.5.10 **Banked leisure day (BLD)** shall mean a deferred Leisure Day.
- 1.5.11 **Time-credit** shall mean the 0.4 hour credit added to the employee's record for each 8-hour *day worked*. The expression *day worked* shall also include all paid absences pursuant to this Award, as well as absences on Long Service Leave and on Workers Compensation.
- 1.5.12 **Industry Work Cycle (IWC)** shall mean:
- The first four week Industry Work Cycle in 1989 started on Monday 9 January.
- The first Industry Work Cycle in 1990 shall start on 8 January, and in 1991 shall start on 7 January.
- 1.5.13 **Annual Deadline** shall mean 5 May 1986, 4 May 1987, 2 May 1988, 1 May 1989, 30 April 1990, 29 April 1991 and thereafter at the end of every thirteenth Industry Work Cycle.
- 1.5.14 **Front of house (FOH)** shall mean:
- A Food and Beverage Attendant of any level or employee holding approval as a Gaming Employee or Gaming Manager who is engaged in any one of the following:
- Supplying, dispensing or mixing of liquor from a bar or the sale of liquor from the bottle department; or
- Assisting in the cellar or bottle department with or without supervision or having full control of a cellar or liquor store (including the receipt, delivery and recording of goods within the cellar or liquor store).

1.5.15 **Back of house (BOH)** shall mean:

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

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

1.5.16 **Union picnic day** shall mean the 4<sup>th</sup> Monday in October.

1.5.17 **Act** means the *Fair Work Act 1994*.

1.5.18 **Tribunal** means the South Australian Employment Tribunal.

1.5.19 **Full-time employee** means an employee who works a fixed pattern of 38 hours in accordance with clause 6.1.

1.5.20 **Regular part-time employee** means an employee who is employed on a regular and systematic basis for a minimum of 15 ordinary hours per week.

1.5.21 **Continuous service** means service as described in 1.6.

1.5.22 **Spouse** includes a defacto spouse but, except in relation to parental leave, does not include a spouse from when the employee is legally separated

**CLAUSE 1.6 CONTINUOUS SERVICE**

OPDATE 12:12:2005 on and from

1.6.1 **Maintenance of continuous service**

Except as otherwise indicated, service is deemed to be continuous despite:

- (a) Absence of the employee from work in accordance with the employee's contract of employment or any provision of this Award.
- (b) Absence of the employee from work for any cause by leave of the employer.
- (c) Absence from work on account of illness, disease or injury.
- (d) Absence with reasonable cause. Proof of such reasonable cause lies with the employee.
- (e) Interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by this Award, the **Act** or the *Long Service Leave Act 1987*.
- (f) Interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute.
- (g) Transfer of the employment of an employee from one employer to a second employer where the second employer is the successor or assignee or transmittee of the first employer's business. In this case, service with the first employer is deemed to be service with the second employer.
- (h) Interruption or termination of the employee's service by the employer for any reason other than those referred to in this clause if the worker returns to the service of the employer within two months of the date on which the service was interrupted or terminated.

- (i) Any other absence from work for any reason other than those referred to in this clause, unless written notice is given by the employer that the absence from work is to be taken as breaking the employee's continuity of service. Such notice must be given during the period of absence or no later than 14 days after the end of the period of absence.

#### 1.6.2 **Calculation of period of service**

Where an employee's service is deemed to be continuous under this clause, the period of absence from work is not to be taken into account in calculating the employee's period of time served with the employer except:

- (a) to the extent that the employee receives or is entitled to receive pay for the period; or
- (b) where the absence results from a decision of the employer to stand the employee off without pay.

## PART 2 – AWARD FLEXIBILITY

### CLAUSE 2.1 ENTERPRISE FLEXIBILITY

OPDATE 01:10:2019 on and from

#### 2.1. Enterprise flexibility

2.1.1 In this clause a **relevant union** means an organisation of employees that:

- (a) has an interest in this Award; and
- (b) has one or more members employed by the employer to perform work in the relevant enterprise or workplace

[Note: The failure by an employer to give each **relevant union** an opportunity to be involved in the consultative process leading to the making of an Agreement may result in the **Tribunal** adjourning or refusing the application to vary the Award.]

2.1.2 At each enterprise or workplace, consultative mechanisms and procedures shall be established comprising representatives of the employer and employees. Each **relevant union** shall be entitled to be represented.

2.1.3 The particular consultative mechanisms and procedures shall be appropriate to the size, structure and needs of the enterprise or workplace.

2.1.4 The purpose of the consultative mechanisms and procedures is to facilitate the efficient operation of the enterprise or workplace according to its particular needs.

2.1.5 Where an Agreement is reached at an enterprise or workplace through such consultative mechanisms and procedures, and where giving effect to such Agreement requires this Award, as it applies at the enterprise or workplace, to be varied, an application to vary shall be made to the **Tribunal**. The Agreement shall be made available in writing, to all employees at the enterprise or workplace and the **unions** with an interest in this Award.

2.1.6 When this Award is varied to give effect to an Agreement made pursuant to this clause the variation shall become a schedule to this Award and the variation shall take precedence over any provision of this Award to the extent of any expressly identified inconsistency.

2.1.7 The Agreement must meet the following requirements to enable the **Tribunal** to vary this Award to give effect to it:

- (a) that the purpose of the Agreement is to make the enterprise or workplace operate more efficiently according to its particular needs;
- (b) that the majority of employees covered by the Agreement genuinely agree to it;
- (c) that the Award variation necessitated by the Agreement is consistent with the requirements of Section 79 of the **Act**.

## **PART 3 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **CLAUSE 3.1 INTRODUCTION OF CHANGE**

OPDATE 12:12:2005 on and from

#### **3.1.1 Notification of intended changes**

3.1.1.1 Where an employer has made a firm decision to implement changes in production, program, organisation, structure or technology that are likely to have **significant effects** on employees, the employer must as soon as practicable notify the employees who may be affected by the proposed changes and their **Union**.

3.1.1.2 **Significant effects** include:

- (a) termination of employment;
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required;
- (c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- (d) the alteration of hours of work;
- (e) the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

3.1.1.3 Where the Award makes provision for alteration of any of the matters in 3.1.1.2, an alteration will be deemed not to have **significant effect**.

#### **3.1.2 Consultation with employees and their union**

3.1.2.1 The employer must discuss with the employees affected and their **Union**, among other things:

- (a) the introduction of the changes referred to in 3.1.1.1;
- (b) the effects the changes are likely to have on employees;
- (c) measures to avert or mitigate the adverse effects of such changes on employees.

The employer must give prompt consideration to matters raised by the employees and/or their **Union** in relation to the changes.

3.1.2.2 The discussions must commence as early as practicable after a firm decision has been made by the employer to make the changes referred to in 3.1.1.1.

3.1.2.3 For the purposes of such discussion, the employer must provide in writing to the employees concerned and the Union:

- (a) all relevant information about the changes, including the nature of the changes proposed; and
- (b) the expected effects of the changes on employees and any other matters likely to affect them.

Employers are not required to disclose confidential information disclosure of which, when looked at objectively, would be against the employer's interests.

### CLAUSE 3.2 CONSULTATION

OPDATE 12:12:2005 on and from

- 3.2.1 The parties to this Award shall demonstrate their ongoing commitment to increased efficiency and productivity of the hospitality industry by encouraging the establishment of a Consultative Committee at each enterprise.
- 3.2.2 The form structure and method of implementing Consultative Committees shall be determined at the enterprise level and agreed in writing between the employer and the employees and the Union.
- 3.2.3 Each enterprise Consultative Committee will be comprised of the employers and/or his/her representative and employees and/or their representative. Employee representatives shall not be in the minority.
- 3.2.4 Employers wishing to implement the provisions of clauses 6.1.8.1, 6.2.3 or 5.2.7.1, can only do so after the matter has been addressed by the Consultative Committee provided for by clauses 3.2.1, 3.2.2 and 3.2.3, prior to such implementation.

Provided that such discussion shall be premised on the understanding that:

- 3.2.4.1 The majority of employees at each establishment/section/work area genuinely agree in principle to any change and that individual employees concerned genuinely agree to the changes that effect them.
- 3.2.4.2 No individual employee shall unreasonably oppose implementation where Agreement in principle has been given by the Consultative Committee.
- 3.2.4.3 The **Union** shall not unreasonably oppose any Agreement on change.
- 3.2.4.4 The **Union** shall assist in the implementation of any change, and shall attempt to ensure such change takes place in an orderly manner without creating false expectations or disputation. Any problem with implementation of a change shall be handled in accordance with the Grievance Procedure in clause 3.3.
- 3.2.5 Consultation with employees shall be ongoing and include discussions on mechanisms for increased enterprise flexibility and productivity of a non-Award nature.

Where no Training Committee exists as provided by clause 9.1, training may be addressed by the Consultative Committee.

### CLAUSE 3.3 GRIEVANCE PROCEDURE

OPDATE 01:10:2019 on and from

In the case of problems or complaints regarding employment, the following procedure shall apply:

- (a) The employee shall advise their immediate supervisor of the problem or complaint with a view to endeavouring to resolve the matter. If the matter is outside the immediate supervisor's jurisdiction it shall be referred on to the appropriate level of jurisdiction.
- (b) If the matter is not resolved to the employee's satisfaction, the employee may consult the internal **Union** representative. Permission to consult the internal **Union** representative will be automatic, and reasonable time and conditions of privacy shall be granted.
- (c) The internal **Union** representative shall be granted easy and ready access to the highest level of management to make representations on the employee's behalf.
- (d) Where there is no internal **Union** representative, or where such representative is unavailable, the employee(s) with the problem or complaint shall be granted easy and ready access to the highest level of management.

- (e) If the matter cannot be satisfactorily resolved the employee and/or the internal **Union** representative may refer the matter to his/her appropriate exterior **Union** official.
- (f) If, after consultation between management and the exterior **Union** official there is failure to agree and/or resolve the matter, then the issue shall be referred to the **Tribunal**.

This procedure is not intended to abrogate the accepted rights or responsibilities of internal **Union** representatives to communicate with or represent their members).

## **PART 4 – EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **CLAUSE 4.1 CONTRACT OF HIRING**

OPDATE 12:12:2005 on and from

- 4.1.1 The employer shall, upon employment of an employee, state in writing, whether such employee is employed on a full-time, regular part-time or casual basis.
- 4.1.2 The contract of hiring shall, in the absence of express contract (in writing) to the contrary, be deemed to be a hiring by the week.
- 4.1.3 The employer shall upon employing an employee provide a letter of appointment which states;
- (a) Name of Employer;
  - (b) Name of Employee;
  - (c) Classification to which the employee is being appointed;
  - (d) Date of appointment to that classification;
  - (e) Status of employment as provided by sub-clause (a) hereof;
  - (f) The number of fixed hours of work if employed pursuant to clause 6.2.3.
- 4.1.4 Where the holder of a Gaming Machine License is required to seek approval for a "Gaming Machine Employee" or a "Gaming Machine Manager" as prescribed by the *Gaming Machines Act 1992* or the *Gaming Machine Regulations 1993*, the costs relating to that approval application must be borne totally by the Gaming Machine Licensee. If an employee or a potential employee is requested to provide the fees initially, they shall be fully reimbursed on approval or refusal or withdrawal of the application.
- 4.1.5 Notice of termination given during working time and in accordance with clause 4.7 shall be effective from the end of that day or, if given prior to the commencement of work, that day will count as the first day of notice.

### **CLAUSE 4.2 CASUAL EMPLOYEES**

OPDATE 12:12:2005 on and from

An employee who is engaged as a casual employee and not engaged as a full-time or regular part-time employee shall, except as provided for in clause 10.1, be paid a minimum rate higher by 50 per centum than the appropriate ordinary hourly rate (refer clause 5.2) prescribed by clause 5.1 hereof, of the appropriate level/classification of work being performed and shall not be appointed to a classification lower than a level 1.

Provided further that a casual employee shall for the first engagement on any day, receive a minimum payment equivalent to two hours' pay at the rate mentioned in this clause, and for any subsequent engagement on the same day a minimum payment equivalent to one hour's pay.

Engagement for the purpose of this clause shall be deemed to mean the period or periods for which the employer notifies the employee that he/she is required to attend on any one day.

A regular casual employee who has been engaged by a particular employer for at least 12 months, may elect to have his or her contract of employment converted to full-time or regular part-time employment in accordance with Schedule 7.

### CLAUSE 4.3 JUNIORS

OPDATE 12:12:2005 on and from

4.3.1 Juniors employed in the front of house shall only be employed in the proportion of one junior for every three adult employees, or fraction thereof.

4.3.2 Juniors employed in the back of house shall only be employed in the proportion of one junior for every three adults, or fraction thereof. Provided that outside the Metropolitan area (as defined in the **Act**) the ratio of juniors to adult employees may be one for one.

### CLAUSE 4.4 SCHOOL BASED APPRENTICES

OPDATE 17:05:2013 on and from

4.4.1 Non-indentured juniors may be employed as food preparers (refer Schedule 2) and in all other classifications, with the exception of cook.

4.4.2 Wage rates for apprentices are specified in clause S1.1 of Schedule 1 to this Award.

#### 4.4.3 School based apprentices

##### 4.4.3.1 Definitions

- (a) A **School-based apprentice** is a person who is undertaking an apprenticeship in accordance with this clause 4.4 while also undertaking a course of secondary education.
- (b) **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.

##### 4.4.3.2 Wages and Training

- (a) The hourly rates for full-time junior and adult apprentice cooks as set out in Schedule 1 will apply to **School-based apprentices** for total hours worked including time deemed to be spent in **off-the-job training**.
- (b) For the purposes of 4.4.3.2(a), 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 per cent of the actual hours worked on the job each week.
- (c) A **school based apprentice** shall 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) The duration of the apprenticeship will be as specified in the training agreement or contract for each apprentice. Apprentice wage rates will apply for a maximum period of six years.

##### 4.4.3.3 Progression

- (a) **School-based apprentices** will progress through the wage scale of the rate of 12 months progression for each two years of employment as an apprentice.
- (b) 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.

4.4.3.4 Where an apprentice converts from school-based to full-time, all time spent as a full-time apprentice will count as service for the purposes of progression through the wage scale, in addition to the progression achieved as a ***school-based apprentice***.

4.4.3.5 ***School-based apprentices*** are entitled pro-rata to all the entitlements available to employees covered by this Award.

#### CLAUSE 4.5 DUTIES OF EMPLOYEES

OPDATE 12:12:2005 on and from

A barperson, cellar employee or assistant cellar employee shall not be required to scrub or wash floors.

A female shall not be required to do any cleaning work in a men's public convenience when it is open to the public.

#### CLAUSE 4.6 BREAKAGES

OPDATE 12:12:2005 on and from

An employer shall not charge a sum against nor deduct any sum from the wages of an employee in respect of breakages except in the case of wilful misconduct or culpable negligence.

#### CLAUSE 4.7 TERMINATION OF EMPLOYMENT

OPDATE 12:12:2005 on and from

##### 4.7.1 Notice of termination by employer

4.7.1.1 In order to terminate the employment of an employee, the employer must give the employee the following notice:

<i>Period of continuous service</i>	<i>Period of Notice</i>
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

4.7.1.2 In addition to the notice in 4.7.1.1, employees over forty-five years of age at the time of the giving of notice, with not less than 2 years ***continuous service***, are entitled to additional notice of one week.

4.7.1.3 Payment at the ordinary rate of pay, in lieu of the notice prescribed in 4.7.1.1 and/or 4.7.1.2 and/or 4.8.3, must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.

4.7.1.4 In calculating any payment in lieu of notice, the employer must pay the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated.

4.7.1.5 The period of notice in this clause does not apply in the case of:

- (a) dismissal for conduct that at common law justifies instant dismissal;
- (b) casual employees;
- (c) employees engaged for a specific period of time; or
- (d) employees engaged for a specific task or tasks.

#### 4.7.2 Time off during notice period

Where an employer has given notice of termination to an employee, the employee is entitled to up to 1 day of 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.

#### 4.7.3 Statement of employment

At the employee's request, the employer must provide to an employee whose employment has been terminated a written statement specifying the period of the employee's employment and the classification of, or the type of, work performed by the employee.

#### 4.7.4 Payment in lieu

If an employer makes payment in lieu for all or any of the period of notice prescribed, the period for which such payment is made must be treated as service with the employer for the purpose of computing any service related entitlement of the employee.

#### 4.7.5 Notice of termination by employee

In order to terminate employment an employee must give the employer the following notice:

<i>Period of continuous service</i>	<i>Period of notice</i>
Not more than 1 year	At least 1 week
More than 1 year	At least 2 weeks

### CLAUSE 4.8 REDUNDANCY

OPDATE 01:10:2019 on and from

#### 4.8.1 Definitions

**Redundancy** in this clause means the loss of employment due to the employer no longer requiring the job the employee has been doing to be performed by anyone, and **redundant** has a corresponding meaning.

**Small business** means an employer who employs fewer than 15 employees.

**Week's pay** means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments of a like nature.

#### 4.8.2 Discussions before termination

- 4.8.2.1 Where an employer has made a definite decision that the employer no longer wishes the job the employees have been doing done by anyone and that decision may lead to termination of employment, the employer shall have discussions as soon as practicable with the employees directly affected and with the Union. Discussions shall cover, among other things, the reasons for the proposed terminations, measures to avoid or minimize the terminations, and measures to mitigate the adverse effects of any terminations on the employees concerned.

- 4.8.2.2 For the purposes of discussion the employer shall as soon as practicable provide in writing to the employees concerned and the Union all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which when looked at objectively, would be against the employer's interests.

#### 4.8.3 Period of notice of termination on redundancy

- 4.8.3.1 If the services of an employee are to be terminated due to **redundancy** such employee shall be given notice of termination as prescribed by clause 4.7 provided that employees to whom notification of termination of service is to be given on account of the introduction or proposed introduction by the employer of automation or other like technological changes in the industry in relation to which the employer is engaged shall be given not less than three months notice of termination.
- 4.8.3.2 Should the employer fail to give notice of termination as required in this clause the employer shall pay to that employee an amount calculated in accordance with the ordinary rate of pay for a period being the difference between the notice given and that required to be given. The period of notice to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1987*, as amended.

#### 4.8.4 Notification to Centrelink

Where a decision has been made to terminate the employment of an employee, or of employees, on account of **redundancy** the employer shall notify the Centrelink thereof as soon as possible, giving relevant information including a written statement of the reason(s) for the termination(s), the number and categories of the employees likely to be affected, and the period over which the termination(s) are intended to be carried out.

#### 4.8.5 Severance pay

- 4.8.5.1 Employees are entitled to severance pay as prescribed below in addition to the period of notice prescribed for termination in 4.7 and 4.8.3.

##### 4.8.5.2 Severance pay - employees of a small business

An employee of a **small business** as defined in 4.8.1 whose employment is terminated by reason of **redundancy** is entitled to the following amount of severance pay in respect of a period of **continuous service**:

<i>Period of continuous service</i>	<i>Severance pay</i>
Less than 1 year	Nil
1 year and less than 2 years	4 <b>weeks pay</b> *
2 years and less than 3 years	6 <b>weeks pay</b>
3 years and less than 4 years	7 <b>weeks pay</b>
4 years and over	8 <b>weeks pay</b>

\* **Weeks pay** is defined in 4.8.1.

##### 4.8.5.3 Severance pay - other than employees of a small business

An employee, other than an employee of a **small business** as defined in 4.8.1 whose employment is terminated by reason of **redundancy**, is entitled to the following amount of severance pay in respect of a period of **continuous service**:

<i>Period of continuous service</i>	<i>Severance pay</i>
-------------------------------------	----------------------

Less than 1 year	Nil
1 year and less than 2 years	4 <b>weeks pay</b> *
2 years and less than 3 years	6 <b>weeks pay</b>
3 years and less than 4 years	7 <b>weeks pay</b>
4 years and less than 5 years	8 <b>weeks pay</b>
5 years and less than 6 years	10 <b>weeks pay</b>
6 years and less than 7 years	11 <b>weeks pay</b>
7 years and over	12 <b>weeks pay</b>

4.8.5.4 Additional severance pay for employees aged over 45 years with 10 years or more **continuous service**

In addition to the severance pay in 4.8.5.3 an employee with not less than 10 years **continuous service**, who is over the age of 45 years, is entitled to an additional 4 weeks severance pay.

\* **Weeks pay** is defined in 4.8.1.

4.8.5.5 Continuity of service will be calculated in the manner prescribed by clause 1.6.

4.8.5.6 The severance payment need not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's agreed date of retirement or the employee's eligibility date for social security benefits.

4.8.5.7 An employer may apply to the **Tribunal** for an order allowing the off-setting of all or part of an employee's entitlement to severance payment on the basis that such payment or part thereof is already provided for or included in the contributions which the employer has made to a superannuation scheme and which are paid or payable to the employee on **redundancy** occurring.

4.8.6 **Time off during notice period**

4.8.6.1 During the period of notice of termination given by the employer an employee shall 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.

4.8.6.2 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 shall, at the request of the employer, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.8.6.3 The time off during notice period entitlements under this clause 4.8.6 apply in lieu of the provisions of 4.7.2.

4.8.7 **Alternative employment**

An employer in a particular redundancy case, may make application to the **Tribunal** to have the severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

4.8.8 **Employee leaving during notice**

An employee whose employment is terminated on account of **redundancy** may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had they remained with the employer until the expiry of such notice. In such circumstances the employee shall not be entitled to payment in lieu of notice.

#### 4.8.9 **Written notice**

The employer shall, as soon as practicable but prior to the termination of the employee's employment, give to the employee a written notice containing, among other things, the following:

- (a) the date and time of the proposed termination of the employee's employment;
- (b) details of the monetary entitlements of the employee upon the termination of their employment including the manner and method by which those entitlements have been calculated;
- (c) advice as to the entitlement of the employee to assistance from the employer, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment; and
- (d) advice as to the entitlements of the employee should they terminate their employment during the period of notice.

#### 4.8.10 **Payment in lieu treated as service**

If an employer makes payment in lieu for all or any of the period of notice prescribed by clause 4.8.3, then the period for which such payment is made shall be treated as service for the purposes of computing any service related entitlements of the employee arising pursuant to this Award and shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1987*, as amended.

#### 4.8.11 **Transfer to lower paid duties**

Where an employee whose job has become **redundant** accepts an offer of alternative work by the employer the rate of pay for which is less than the rate of pay for the former position, the employee shall be entitled to the same period of notice of the date of commencement of work in the new position as if their employment had been terminated, and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former rate of pay and the new lower rate for the number of weeks of notice still owing.

#### 4.8.12 **Employees with less than one year of service**

This clause shall not apply to employees with less than 1 year's **continuous service** and the general obligation of employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

#### 4.8.13 **Employees exempted**

This clause shall not apply where employment is terminated as a consequence of conduct that at common law justifies instant dismissal or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks.

#### 4.8.14 **Incapacity to pay**

The **Tribunal** may vary the severance pay prescription on the basis of an employer's incapacity to pay. An application for variation may be made by an employer or a group of employers.

#### 4.8.15 **Transmission of business**

The provisions of this clause are not applicable where a transmission of business occurs and the conditions of 4.9.2 or 4.9.3 are met.

#### 4.8.16 **Contrived arrangements**

Subject to an order of the **Tribunal** of, where an employer contrives arrangements wholly or partly to deprive employees of the severance pay set out in 4.8.5.3 or 4.8.5.4, then the employees will be entitled to the severance pay set out in those clauses in lieu of that set out in 4.8.5.2.

### **CLAUSE 4.9 TRANSMISSION**

UPDATE 01:10:2019 on and from

#### 4.9.1 **Transmission of business**

This clause applies where a business, undertaking or establishment, or any part of it, has been transmitted from an employer (the **transmittor**) to another employer (the **transmittee**).

**Transmission** without limiting its ordinary meaning, includes transfer, conveyance, assignment or succession, whether by Agreement or operation of law. **Transmitted** has a corresponding meaning.

#### 4.9.2 **Acceptance of employment with transmittee**

Subject to further order of the **Tribunal**, where a person who at the time of the **transmission** was an employee of the **transmittor** in that business, undertaking, establishment, or part of it, becomes an employee of the **transmittee**:

4.9.2.1 The period of service that the employee has had with the **transmittor** or any prior **transmittor** will be deemed to be service of the employee with the **transmittee** for the purpose of calculating any entitlement of the employee to service-related periods of notice or severance payments; and

4.9.2.2 The provisions of clause 4.8 do not apply in respect of the termination of the employee's employment with the **transmittor**.

#### 4.9.3 **Offer of employment with the transmittee**

An employee is not entitled to benefits under clause 4.7 in respect of termination of employment resulting from **transmission** of the business, undertaking, establishment or part of it if:

4.9.3.1 The employee is offered employment by the **transmittee**;

4.9.3.2 The offer is made before the **transmission** of the business, undertaking, establishment or part of it;

4.9.3.3 The terms and conditions of the new employment offered:

(a) are not substantially different from those applying to the employment with the **transmittor**; or

(b) are substantially different, but the offer constitutes an offer of suitable employment in relation to the employee; and

4.9.3.4 The employee unreasonably refuses to accept the offer.

**CLAUSE 4.10 SERVICE PROVISIONS  
(TERMINATION, CHANGE AND REDUNDANCY)**

OPDATE 01:10:2019 on and from

**4.10.1 Continuity of service**

For the purpose of clauses 4.7 and 4.8 **service** means **continuous service** (as defined in clause 1.6).

**4.10.2 Service with two or more corporations**

Where an employee has been employed by two or more corporations that are associated corporations, or by two or more corporations that are related to each other within the meaning of Section 50 of the *Corporations Act 2001* (as amended), the service of the employee with each such corporation must be included in the calculation of the employee's **continuous service** for the purpose of determining the employee's entitlements according to clauses 3.1, 4.7, 4.8 and 4.9.

**CLAUSE 4.11 ANTI-DISCRIMINATION**

OPDATE 01:10:2019 on and from

4.11.1 It is the intention of the parties to this Award to achieve the principal object of section 3(m) of the **Act** by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

4.11.2 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the parties must make every endeavour to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.11.3 Nothing in this clause is to be taken to affect:

4.11.3.1 Any different treatment (or treatment having different effects) which is specifically exempted under the State or Commonwealth anti-discrimination legislation;

4.11.3.2 Until considered and determined further by the **Tribunal** of, the payment of different wages for employees who have not reached a particular age;

4.11.3.3 An employee, employer or registered organisation, pursuing matters of discrimination in the State or Federal jurisdiction, including by application to the Australian Human Rights Commission.

4.11.4 Nothing in this clause is to be taken to prevent:

4.11.4.1 A matter referred to in 4.11.1 from being a reason for terminating employment if the reason is based on the inherent requirements of the particular position.

4.11.4.2 A matter referred to in 4.11.1 from being a reason for terminating a person's employment as a member of the staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed, if the employer terminates the employment in good faith in order to avoid injury to the religious susceptibilities of adherents of the religion or creed.

## PART 5 – WAGES AND RELATED MATTERS

### CLAUSE 5.1 WAGES

OPDATE 12:12:2005 on and from

Wages payable to employees covered by this Award are contained in Schedule 1.

### CLAUSE 5.2 PAYMENT OF WAGES

OPDATE 12:12:2005 on and from

5.2.1 All full-time employees working under a Weekly Arrangement shall receive the weekly wage as fixed by Schedule 1.

Adjustments for overtime and other penalties, and for unpaid absences shall be based on the weekly rate divided by 38.

5.2.2 All full-time employees working under a Fortnightly or Monthly Arrangement, and whether or not accruing or taking a **banked leisure day(s)**, shall receive a constant basic weekly wage as fixed by Schedule 1.

5.2.2.1 Adjustments for overtime and other penalties, and for unpaid absences shall be based on the weekly rate divided by 38. Where such unpaid absence extends to one or more complete days, an additional deduction of 0.4 of the hourly wage rate shall be made in the second week (if a Fortnightly Arrangement) or in the fourth week (if a Monthly Arrangement), for each full day of absence.

5.2.2.2 Payment in lieu of taking time-credits shall not be made except:

- (a) where employment is terminated with time-credits outstanding;
- (b) where time-credits are carried past the Annual Deadline; or
- (c) where a **leisure day** (or Days) is deferred when an employee already has five **banked leisure days** to their credit.

5.2.3 Except upon termination of employment all wages including overtime shall be paid on the recognised pay day which can only be changed after one week's notice has been given.

5.2.4 When notice of termination of employment has been given by an employee or an employee's services have been terminated, payment of all wages and other moneys due shall be made at the employee's normal place of employment or posted to such employee, within 48 hours of the employee leaving such place of employment.

5.2.5 Employers shall furnish to each employee on the pay envelope or in a written statement, or show in the time book or other similar type of record as required to be kept by the **Act**, at the time when wages are paid, particulars as follows:

- (a) the amount of gross wages including overtime and other earnings;
- (b) the amount paid as overtime;
- (c) the amount deducted for tax;
- (d) particulars of other deductions; and
- (e) the net amount paid.

5.2.6 By written agreement between the employer and employee, wages may be paid either weekly or fortnightly by:

- (a) cheque; or
- (b) payment into the employee's bank account;
- (c) in the absence of a written agreement, wages shall be paid weekly in cash.

5.2.7.1 As an alternative to being paid by the week as provided for in clause 5.1 and subject to Agreement reached in accordance with clause 3.2 an employee can be paid at a rate equivalent to an annual salary of at least 25% or more above the rate prescribed in Schedule 1, times 52 for the work being performed. In such cases, there is no requirement under clause 6.5 to pay overtime and penalty rates in addition to the weekly Award wage, provided that the salary paid over a year was sufficient to cover what the employee would have been entitled if all Award overtime and penalty rate payment obligations had been complied with.

Provided further in the event of termination of employment prior to completion of a year the salary paid during such period of employment shall 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.

5.2.7.2 An employee being paid according to this sub-clause shall be entitled to a minimum of eight days off per four week cycle. Further, if an employee covered by this clause is required to work on a public holiday, such employee shall be entitled to a day off in lieu or a day added to his or her annual leave entitlement.

5.2.7.3 Where payment in accordance with this sub-clause is adopted and notwithstanding the provisions of clause 11.1, an employer shall keep a record of:

- (a) the daily record of the hours worked by an employee;
- (b) the date, starting and finishing times of the employee for each day worked; and
- (c) current Award rate for the appropriate classification of the employee.

The record shall be countersigned weekly by the employee and shall be kept at the place of employment for a period of at least six years from the date of termination of employment of employee as prescribed in clause 11.1.

### **CLAUSE 5.3 MIXED FUNCTIONS**

OPDATE 12:12:2005 on and from

5.3.1 If a full-time employee not usually employed as a barperson, cellar employee or assistant cellar employee is called upon to perform the functions of a barperson, cellar employee or assistant cellar employee, such employee shall be paid for the time so worked as a barperson or cellar employee or assistant cellar employee in accordance with the following:

- (a) at the hourly rate based upon the rate prescribed in Schedule 1 where the time so worked does not exceed 12 working hours per week; or
- (b) for a full week at the rate prescribed in Schedule 1 in any week where the time so worked exceeds 12 hours in such week.

For the purpose of this clause 5.3.1 an employee (including a barperson or assistant cellar employee) not appointed or usually and substantially engaged as a cellar employee shall not be deemed to perform the duties of a cellar employee if such duties are performed for a lesser period than the total ordinary hours on that day.

- 5.3.2 Where a full-time waiter/waitress in any one week dispenses drinks from a bar they shall be paid at the rate provided for the appropriate higher classification in Schedule 1 in accordance with the following:
- 5.3.2.1 For time worked in the higher classification where such does not exceed 12 working hours per week; or
- 5.3.2.2 For a full week in any week where the hours of work in the higher classification exceed 12 in such week.
- 5.3.3 Except as provided in clauses 5.3.1 and 5.3.2, where an employee in any one day or part thereof does any work, for which a higher rate of pay is fixed than that fixed for the work in which such employee is ordinarily engaged, such employee shall be paid such higher rate of pay as follows:
- 5.3.3.1 According to time worked up to four hours if in such day the employee does such first mentioned work for not more than four hours;
- 5.3.3.2 For eight hours if in any such day the employee does such work for more than four hours but for not more than eight hours;
- 5.3.3.3 For the time actually worked if in such day the employee does such work for more than eight hours; or
- 5.3.3.4 For the time actually worked where pursuant to the Weekly or Fortnightly Arrangement the employee does such work for more than four hours on the scheduled 4-hour or 6-hour day.
- 5.3.4 When an employee who has been approved as a Responsible Person, whether full time, regular part time or casual, is performing the duties of a Responsible Person pursuant to a direction given by the employer or manager, must be paid at a rate not less than the rate applicable to Food and Beverage Supervisor Level 5, for the time actually worked as a Responsible Person.
- 5.3.5 When a casual employee who has been approved as a Gaming Machine Manager pursuant to the *Gaming Machine Act 1992* is engaged as a Gaming Machine Manager for any engagement such employee will be paid at the rate not less than the rate applicable to a Food and Beverage Attendant Level 4 for the engagement.

#### CLAUSE 5.4 SUPERANNUATION

OPDATE 17:05:2013 on and from

##### 5.4.1 Definitions

- 5.4.1.1 The ***fund*** means the HOST-PLUS Superannuation Fund, governed by a Declaration of Trust which commenced on 1 October 1987.
- 5.4.1.2 ***Ordinary time earnings*** means an employee's wages for ordinary time worked plus ***applicable allowances and loadings***, with the exception of overtime earnings.
- 5.4.1.3 ***Applicable allowances and loadings*** means those allowances and loadings that are not related to the reimbursement of expenses.
- 5.4.1.4 ***Casual employee*** means any employee who is engaged and paid as a casual.

5.4.1.5 **Eligible employee** means an employee engaged under the terms of this Award subject to any exclusions under this clause.

5.4.2 **Employer application**

5.4.2.1 Each employer, with the exception of the employers named in clause 5.4.2.2, shall make application to participate in the **fund**.

5.4.2.2 Notwithstanding clause 5.4.2.1, the following employers shall be exempted from participation in the **fund** in so far as and for as long as their employees have unconditional access to occupational superannuation arrangements as stated in this clause, and contributions are made to the superannuation fund stated:

- Underdale/City Student & Union Inc. (contributions to the SST Superannuation Fund).
- Naval Military and Air Force Club of South Australia Incorporated (contributions to the National Mutual Simple Superannuation Fund).

5.4.3 **Employee application**

5.4.3.1 Within seven days of an employee becoming eligible for contributions, the employer must provide the employee with a **Fund** membership application form.

5.4.3.2 Each **eligible employee** who is not already a member of the **Fund**, must complete a membership application form within 14 days of becoming eligible as prescribed.

5.4.3.3 If an **eligible employee** has failed to complete a **Fund** membership application as at the due date of the first employer contribution, the employer, shall provide the Fund with details of the **eligible employees** current name, address and date of birth.

5.4.4 **Employer contributions**

5.4.4.1 The employer must pay to the Trustee of the **Fund** a weekly contribution equal to 9% of the **ordinary time earnings** on behalf of each **eligible employee**. The minimum level of contributions will be adjusted when necessary to comply with the *Superannuation Guarantee (Administration) Act 1992*.

5.4.4.2 Provided that in the case of a casual employee whose gross **ordinary time earnings** is less than \$250 in any calendar month, the employer will not be required to make a superannuation contribution for that month.

Providing that in the case of a casual employee who is in their first **season** of employment with the South Australian National Football League Inc. and who is not already a member of the **Fund**, the employer will not be required to make a superannuation contribution for that season.

**Season** means the 30-week South Australian National Football League football season.

5.4.4.3 Notwithstanding the date upon which the employee signs a membership application form, contributions in accordance with this clause shall be made from the date the employee became eligible for membership.

5.4.4.4 The weekly contributions described in this clause must be remitted to the **Fund** on a monthly basis for each employee.

5.4.4.5 An employee's eligibility for contribution shall cease on the last day of employment with the employer, and the employer shall not make any contributions to the **Fund** in respect of any period beyond the last day of employment.

5.4.5 **Employee contributions**

5.4.5.1 An employee who is a member of the **Fund**, or who has applied to join the **Fund**, may in writing authorise the employer to pay into the Fund a voluntary additional amount deducted from the employee's wage.

5.4.5.2 Such an additional amount shall be expressed in whole dollars, and shall be increased or decreased, with the employee's written authorisation, on an annual basis or as mutually agreed. Providing that the employee can immediately discontinue the full voluntary contribution by notifying the employer in writing.

**CLAUSE 5.5 ECONOMIC INCAPACITY APPLICATIONS**

OPDATE 01:07:2023 1<sup>st</sup> pp on or after

Any employer or group of employers bound by an Award may apply to, temporarily or otherwise, reduce, postpone and/or phase-in the application of any increase in labour costs flowing from the *2023 State Wage Case* and Minimum Standard for Remuneration on the grounds of serious economic adversity. The merit of such application will be determined in the light of the particular circumstances of each case and the impact on employment at the enterprise level of the increase in labour costs is a significant factor to be taken into account in assessing the merit of any application. A party may make such an application under s 31A of the *South Australian Employment Tribunal Act 2014* (the SAET Act) in the form approved under rule 34 of the *South Australian Employment Tribunal Rules 2022*. It will then be a matter for the President to decide whether it should be dealt with by a Full Bench of SAET.

Any decision to temporarily postpone or reduce an increase will be subject to a further review, the date of which will be determined by SAET at the time it decides any application under this provision.

An individual employer making an application pursuant to this provision may make a request under s 55(2) of the SAET Act that the hearing of the matter be conducted in private and/or that some or all of the evidentiary material produced in the case not be available for inspection. Any such request will be determined by SAET in the circumstances of each case.

## **PART 6 – HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK AND PUBLIC HOLIDAY WORK**

### **CLAUSE 6.1 FULL-TIME EMPLOYEE HOURS**

OPDATE 01:10:2019 on and from

6.1.1 The ordinary hours of work of all full-time employees at each establishment shall be or shall average 38 hours per week, but shall not exceed 40 hours per week on any five out of seven days in any pay week. Such hours shall be worked in a fixed pattern under one of the following 38-Hour Week Arrangements:

- (a) a Monthly Arrangement of working three weeks of five 8-hour days each, plus one week of four 8-hour days (with a day off termed a **Leisure Day**); or
- (b) a Fortnightly Arrangement of working one week of five 8-hour days, plus one week of four 8-hour days and one day of four hours (with a half-day off); or
- (c) a Weekly Arrangement of working four 8-hour days and one day of six hours; or
- (d) a Four-Day Arrangement of working four days of 9.5 hours, where mutually agreed in writing between the employee and employer, and where such Agreement is retained with the records required by clause 11.1.1(e). The ordinary daily hours (exclusive of meal breaks) shall not exceed eight per day or shift, except that the daily maximum shall be four hours for one day in ten under the Fortnightly Arrangement; shall be six hours for one day in five under the Weekly Arrangement; and shall be 9.5 hours under the Four-Day Arrangement.

Employees working under a Monthly or Fortnightly Arrangement shall accrue a time-credit of 0.4 hours for each 8-hour day worked within an Industry Work Cycle (refer Clause 1.5 Definitions). An employee shall accrue a 0.4 hour time-credit for each day or part-day of absence paid pursuant to this Award, and for absence on Long Service Leave and on Workers Compensation.

#### **6.1.2 Spread of hours**

6.1.2.1 The spread of hours, from starting time to finishing time (inclusive of meal breaks), within which the ordinary day of eight hours shall be worked, shall be:

- (a) 9.5 hours for front of the house;
- (b) 11 hours for back of the house (**metropolitan area**); and
- (c) 12 hours for back of the house (non-**metropolitan area**).

The term **metropolitan area** shall be as defined in the Act.

6.1.2.2 The spread of hours in clause 6.1.2.1 shall also apply to regular part-time employees, but shall not apply to casual employees.

6.1.2.3 The four-hour day under the Fortnightly Arrangement shall be worked continuously. The six-hour day under the Weekly Arrangement, shall be worked continuously except as broken by the meal provisions of clause 6.6.

6.1.2.4 The 9.5 hour day under the Four-Day Arrangement shall be worked within a spread of 10.5 hours.

### 6.1.3 Scheduling time-off

- 6.1.3.1 The **leisure day** under the Monthly Arrangement and the half-day off under the Fortnightly Arrangement shall, wherever practicable, be taken in conjunction with another scheduled day off.
- 6.1.3.2 A **leisure day** shall not be scheduled to coincide with any public holiday. To avoid such coincidence a **leisure day** shall, wherever practicable, be taken on the day immediately preceding or the day immediately following a public holiday.
- 6.1.3.3 Re-scheduling a **leisure day** as described in clause 6.1.3.2, shall be done at no less than four weeks notice unless the change is mutually agreed between the employer and the employee.

### 6.1.4 Choice of arrangement

- 6.1.4.1 The choice between the Monthly, Fortnightly, Weekly and Four-Day Arrangements shall be made at a special meeting called at one week's notice by the employer at each establishment where there are at least three full-time employees under this Award. All full-time employees, including those who are on any form of leave, shall be given the opportunity to attend. Notice of the meeting shall be given in each employee's pay envelope or with the "pay advice" slip, and in the case of an employee on leave shall be given by mail. Any employee attending outside of his/her normal rostered hours, or if attending while on leave, shall receive an additional one hour's pay at the ordinary rate.
- 6.1.4.2 The employer shall ensure that at the start of the meeting there is:
- (a) an adequate number of **approved voting papers** (refer clause 1.5 Definitions);
  - (b) an **approved record of decision** (refer Clause 1.5 Definitions); and
  - (c) a voting box, or the like.
- 6.1.4.3 The meeting shall proceed if three or more full-time employees are in attendance. The meeting procedure shall be:
- 6.1.4.3(a) The employer shall explain the purpose of the meeting and the procedure to be followed, and may outline to the meeting the reasons for a particular arrangement being preferred. Questions shall be encouraged to ensure a complete understanding of the situation.
  - 6.1.4.3(b) A full-time employee shall be appointed scrutineer by the employees present.
  - 6.1.4.3(c) Each full-time employee, including the scrutineer, shall then be issued with an unmarked voting paper which he/she shall mark (but not sign) and place in the voting box.
  - 6.1.4.3(d) The ballot shall be counted simultaneously by the employer and the scrutineer. A simple majority of votes for one of the arrangements shall prevail, with a tied-vote being decided by the employer.
  - 6.1.4.3(e) The employer shall:
    - (ii) announce the result of the ballot;
    - (ii) complete Part A of the **record of decision** sheet with the scrutineer;
    - (iii) invite the scrutineer to shred the voting papers; and

- (iv) formally close the meeting with a statement about the chosen arrangement starting at the beginning of the next Industry Work Cycle (refer Clause 1.5 Definitions).

6.1.4.3(f) The employer shall then hold the Record of Decision sheet with the time books and records as required by clause 11.1.

6.1.4.4 Notwithstanding the requirements of clause 6.1.4.3(c), any employer who considers the result of the ballot to be intolerable:

6.1.4.4(a) shall at step 6.1.4.3(e)(iv) inform the meeting that time-credits shall accrue until the grievance is settled by the **Tribunal**; and

6.1.4.4(b) shall act in accordance with paragraph 6.1.4.3(f), but in addition shall within seven days invoke the Grievance Procedure provisions of the Award at step (f) of clause 3.3.

6.1.4.5 (a) The employer at any establishment with less than three full-time employees under this Award or at an establishment where less than three such employees attend the special meeting called under clause 6.1.4.1, shall consult with each employee about the arrangement under which such employee shall work.

In an establishment with more than one full-time employee, such employees shall all work under either a Monthly, Fortnightly or Weekly Arrangement.

6.1.4.5 (b) After the employee(s) has been consulted, Part B of the Record of Decision sheet shall be completed by the employer and held with the time books and records as required by clause 11.1.

6.1.4.6 The Arrangement applying at an establishment shall remain unaltered except by agreement between the employer, the employees, the relevant respondent Association and the **Union**, or alternatively by decision of the Industrial Relations **Commission**.

6.1.4.7 Where ownership of an establishment is changed as in clause 6.1.5.4, the Arrangement applying shall remain unaltered except by agreement between the employer, the employees, the relevant respondent Association and the **Union**, or alternatively by decision of the **Commission**.

#### 6.1.5 Banked leisure days

Notwithstanding clauses 6.1.1 or 6.1.4, a Fortnightly or Monthly Arrangement can be varied by giving four weeks' notice, or by mutual agreement between employer and employee, to allow a Banked Leisure Day (**BLD**)(refer clause 1.5 Definitions) to be recorded for each Industry Work Cycle (**IWC**). A maximum of five **BLDs** may be accumulated provided that:

6.1.5.1 to ensure adherence to the **IWC** the 0.4 hour time-credit accrued for each of the 20 days in the Industry Work Cycle shall, at the end of the twentieth day, be recorded as a "**BLD** + 0.4 hours". The 0.4 hours in this instance shall only be used during the **IWC** within which the **BLD** is taken;

6.1.5.2 each **BLD** shall be taken at a mutually agreed time, and wherever practicable shall be taken in conjunction with another day off but shall not coincide with a public holiday;

6.1.5.3 each **BLD** shall be taken by the **Annual Deadline** (refer clause 1.5 Definitions) with each **BLD** not taken by that date being paid for at double the ordinary hourly rate within one month of the said date;

- 6.1.5.4 any **BLD** in excess of five **BLDs** shall be paid for at double the ordinary hourly rate, with such payment to be made with the wages for the week in which such **BLD** was worked;
- 6.1.5.5 a **BLD** shall not be used in substitution for any provision of this Award;  
and
- 6.1.5.6 in the event of a business (or part thereof) changing hands by whatever method, the former employer shall transmit to the new employer all of the liability for all **BLDs** and all other time-credits accrued.

#### 6.1.6 New employees

- 6.1.6.1 A new employee starting at any time other than on the first day of an **IWC** shall be paid-by-the-clock for all time worked before the start of their first full **IWC**. Overtime rates shall apply after eight hours per day on four days per week, and after six hours on one day per week.
- 6.1.6.2 The provisions of clause 6.1.6.1 shall also apply to employees in new establishments that start operations at any time other than on the first day of an **IWC**.
- 6.1.6.3 Time-credits shall only start to accrue at the beginning of the first full **IWC** worked by employees described in clauses 6.1.6.1 and 6.1.6.2, should such employees begin working under a Fortnightly or Monthly Arrangement.
- 6.1.6.4 New establishments shall choose an Arrangement using the provisions of clause 6.1.4 before the expiry of the third full **IWC** after the start of operations. Employees shall either continue to work in accordance with clauses 6.1.6.1, 6.1.6.2 and 6.1.6.3, or shall work under the **BLD** provisions (refer clause 6.1.5) during each **IWC** occurring before a permanent Arrangement is introduced.

#### 6.1.7 Implementation of the 38-hour week

- 6.1.7.1 All Award changes pertaining to the introduction of the 38-Hour Week shall, with the exception of those described in clause 6.1.7.2, take effect on 1 July 1985.
- 6.1.7.2 Before 1 July 1985 the choice of a 38-Hour Week Arrangement shall be made in accordance with clause 6.1.4. Implementation of the Arrangement shall begin on 1 July 1985.
- 6.1.7.3 Any unavoidable delay in following the procedures prescribed by clause 6.1.4, shall result in employees either working in accordance with clause 6.1.6.1 or under the **BLD** provisions of the Award (refer clause 6.1.5) from 1 July 1985.

#### 6.1.8 Alternative hours of work arrangement

- 6.1.8.1 Pursuant to the provisions of clause 3.2, the arrangement of hours of work can be implemented within any one or combination of the following:
  - (a) 76 hours per each two week period.
  - (b) 152 hours per each four week period and/or
  - (c) 160 hours per each four week period, with a banked leisure day per period. A maximum of five **leisure days** may be banked pursuant to the provisions prescribed by clauses 6.1.5.2, 6.1.5.3, 6.1.5.4, 6.1.5.5 and 6.1.5.6.
- 6.1.8.2 The hours of work arrangement agreed upon in clause 6.1.8.1 shall be subject to the following conditions:

- 6.1.8.2(a) Within a minimum of four hours and a maximum of 11 hours per day and shall be exclusive of meal break intervals subject to clause 6.6. Provided that where shifts of more than ten hours per day are rostered for work, employees working such hours cannot be rostered for work on more than three consecutive days without a break of at least 48 hours, and further provided that no more than eight shifts of more than ten hours can be worked in a four week period without consultation with the Union.
- 6.1.8.2(b) Notwithstanding the provisions of paragraphs 6.1.8.2(a) and (d), an employee who works 76 hours per each two week period shall be entitled to a minimum of four rostered days off per two week period.
- 6.1.8.2(c) Notwithstanding the provisions of paragraphs 6.1.8.2(a) and (d), an employee who works 152 or 160 hours per each four week period shall be entitled to a minimum of eight full rostered days off per four week period.
- 6.1.8.2(d) No employee shall work more than ten days in succession without a rostered day off.
- 6.1.8.2(e) Employees shall be entitled to a weeks wages in accordance with Schedule 1 of the Award for each week of the cycle.
- 6.1.8.2(f) Provided that all time credits accrued under an existing arrangement shall be paid to all employees concerned prior to the implementation of this arrangement.

#### 6.1.8.3 Spread of hours

Where broken shifts are worked the spread of hours shall not exceed the ordinary hours by more than a total of two hours at each establishment within the metropolitan area and three hours in non metropolitan areas, provided that no spread of hours shall be greater than 12 hours per day.

#### 6.1.9 **Minimum break between shifts**

- 6.1.9.1 The roster for all employees (other than a casual employee) shall provide for a minimum of ten hours 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 shall be substituted for ten hours.
- 6.1.9.2 If, on the instructions of their employer an employee (other than a casual employee) resumes or continues work without having had ten consecutive hours off duty they must be paid at double rates until released from duty for such period and then shall be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 6.1.9.3 The provisions of clause 6.1.9.1, need not apply to the shifts which fall between Christmas Eve and Christmas Day and New Year's Eve and New Year's Day or any other day agreed upon between the employer, employer representative, employee and the **Union**.

### **CLAUSE 6.2 REGULAR PART-TIME EMPLOYEES HOURS**

OPDATE 12:12:2005 on and from

- 6.2.1 A regular part-time employee shall be paid a minimum rate higher by 10 per centum than the appropriate ordinary hourly rate prescribed by Schedule 1 for a minimum of 15 ordinary hours per week or time actually worked per week, whichever is the greater.

6.2.2 In lieu of the ordinary hourly rate prescribed in clause 6.2.1, all time worked by a regular part-time employee shall be paid as follows:

- (a) All time worked in excess of eight hours per day or outside the spread of daily hours (such days not being a Saturday or a Sunday), specified by clause 6.1.2.2 or in excess of 35 ordinary hours per week at the rate of time and a half, for which overtime has not been granted pursuant to clause 6.5.1.2.
- (b) On a public holiday as set out in clause 7.7 at the rate of double time and a half.
- (c) On a Saturday at the rate of time and a half for the first eight hours, time and three-quarters for the next three hours and double time thereafter.
- (d) On a Sunday at the rate of double time in the case of an employee in the front of the house and in the case of an employee in the back of the house at the rate of time and three-quarters for ordinary time and double time for overtime.

Provided that in the front of the house and the back of the house the hours of duty shall be continuous except for meal breaks as specified in clause 6.6, with a minimum payment of two hours for work performed on any one day. The minimum engagement two hours shall not be interrupted by any unpaid break.

Engagement for the purpose of this clause 6.2.2 shall be deemed to mean the period or periods designated on the employee's weekly roster.

### 6.2.3 **Alternative hours of work arrangement**

Notwithstanding the provisions prescribed in clauses 6.2.1 and 6.2.2 and pursuant to the provisions of clause 3.2 the following hours of work arrangement shall apply for part-time employees.

Such employees shall be employed for a fixed number of hours each week on the basis as follows:

- 6.2.3.1 The fixed number of hours for such part-time employees shall be not less than 12 hours and not more than 37 hours each week and not less than four hours and not longer than 11 hours each day to be worked in not more than five days each week.
- 6.2.3.2 All time worked in excess of the rostered hours each day and the specific number of hours each week shall be overtime and paid for at the rates prescribed for other weekly employees in clause 6.5.
- 6.2.3.3 Provided further and subject to Agreement reached in accordance with clause 3.2 of the Award, the fixed number of hours shall be worked within any one or combination of the following:
  - (a) not less than 24 hours and not more than 75 hours per each two week period.
  - (b) not less than 48 hours and not more than 151 hours per each four week period.
- 6.2.3.4 The hours of work arrangement agreed upon in clause 6.2.3.3 shall be subject to the following conditions:
  - 6.2.3.4(a) Employees shall be engaged for not less than a three hour unbroken shift each day, or shall receive a minimum payment equivalent to three hours' pay at the appropriate rate as prescribed in this clause.

- 6.2.3.4(b) Notwithstanding the provisions of paragraphs (d), (e) and (f) employees who work in accordance with the provisions of paragraph 6.2.3.3(a), shall be entitled to a minimum of four rostered days off per each two week period.
- 6.2.3.4(c) Notwithstanding the provisions of paragraphs (d), (e) and (f) hereof, employees who work in accordance with the provisions of paragraph 6.2.3.3(b), shall be entitled to a minimum of eight full rostered days off per each four week period.
- 6.2.3.4(d) No employee shall work more than ten days in succession without a rostered day off.
- 6.2.3.4(e) No employee shall work more than three consecutive days where ten or more hours a day are rostered for work without a break of at least 48 hours.
- 6.2.3.4(f) All time worked in excess of the rostered hours each day and the fixed number of hours each two week period or each four week period, shall be overtime and paid for at the rates prescribed for other weekly employees in clause 6.5.
- 6.2.3.5 An employee's number of fixed hours of work each week, each two week period or each four week period as prescribed in clauses 6.2.3.1 and 6.2.3.3, once specified shall not be altered.
- 6.2.3.6 A part-time employee employed under the provisions of this clause shall be paid per hour at the rate of 1/38th of the weekly rate prescribed for the class of work performed.
- 6.2.3.7 A part-time employee employed under the provision of this clause shall be entitled to all other conditions of this clause provided such conditions are not inconsistent with the provisions of this clause.

### **CLAUSE 6.3 ROSTER OF HOURS**

OPDATE 12:12:2005 on and from

- 6.3.1 A roster for all full-time and part-time employees showing normal starting and finishing time and the surname and initials of each employee shall be prepared by the employer and shall be posted in a conspicuous place or places accessible to the employees concerned.
- 6.3.2.1 In the case of employees working under clause 6.1.1, the roster shall be alterable by mutual consent at any time or by amendment of the roster on one weeks' notice. Where practicable two weeks' notice of rostered day or days off shall 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.
- 6.3.2.2 In the case of employees working the alternative Hours of Work as provided by clause 6.1.8, the roster shall be alterable by mutual consent at any time or by amendment of the roster on two weeks' notice. Where practicable three weeks' notice of rostered day or days off shall 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.
- 6.3.2.3 However, the provisions of this clause concerning alteration to the roster shall not apply to the 38-hour week entitlement prescribed by clause 6.1.

#### **CLAUSE 6.4 ROSTERED DAYS OFF**

OPDATE 12:12:2005 on and from

- 6.4.1.1 Each full-time employee shall be entitled to two full days off per week if working eight ordinary hours per day, or three full days off per week if working nine-and-a-half ordinary hours per day. The days off shall be nominated by the employer and shall be deemed to be rostered days off.
- 6.4.1.2 Each regular part-time employee shall be entitled to two full days off per week. The days off shall be nominated by the employer and shall be deemed to be rostered days off.
- 6.4.2 Other time-off to which a full-time employee becomes entitled under the 38-hour week arrangement is dealt with in clause 6.1.1.
- 6.4.3 Where an employee (not being a casual employee) is required to work on their rostered day or days off, such employee shall be paid for the time worked at the rate of time and a half for the first eight hours and for the next three hours at the rate of time and three-quarters and double time thereafter, provided that:
  - 6.4.3.1 if an employee (other than a casual employee) in the front of the house does work from Monday to Friday and is required to work on the Saturday in that week, such Saturday being a rostered day off, such employee shall be paid at the rate of time and one-half for the first three hours and double time thereafter;
  - 6.4.3.2 if an employee (other than a casual employee) is required to work on a Sunday, being a rostered day off, the employee shall be paid at the rate of double time.
- 6.4.4 Where a rostered day off of an employee (not being a casual employee) coincides with a holiday or holidays prescribed in clause 7.7, one day in lieu of each such holiday shall be added to the employee's annual leave or allowed within 28 days of such holiday, or payment of one day's pay shall be made on the next succeeding pay day.
- 6.4.5 If a rostered day off of an employee (not being a casual employee) coincides with a holiday or holidays prescribed in clause 7.7, and the employee is required to work on such day they shall be paid for the time so worked at the rate prescribed in clause 6.4.3 in addition to their entitlement as prescribed in clause 6.4.4.
- 6.4.6 No employer shall change an employee's rostered day or days off for the express purpose of avoiding payment for a holiday prescribed by clause 7.7.

#### **CLAUSE 6.5 OVERTIME, SATURDAY AND SUNDAY, SPECIAL RATES AND BROKEN WORK**

OPDATE 12:12:2005 on and from

##### **6.5.1 Overtime**

- 6.5.1.1 An employer may require any weekly employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements. To ensure that weekly employees are not deprived of the opportunity to work reasonable overtime an employer shall so far as it is practicable offer such employee the opportunity to work any overtime that may be required to meet fluctuations in trade or other special circumstances, in preference to engaging casuals to supplement their normal labour force. An employer shall adopt the same principle in relation to work on public holidays.
- 6.5.1.2 All time worked by an employee (not being a casual employee) in excess of the ordinary hours per day or outside the spread of hours prescribed by clauses 6.1.1 and 6.1.2, in any one day (such day not being a Saturday or Sunday) shall be paid for at the rate of time and a half for the first three hours and double time thereafter on the basis that each day stands alone.

## **6.5.2 Saturday and Sunday front of house**

- 6.5.2.1 Except as provided in clauses 6.1.2 and clause 6.4.3, an employee (other than a casual employee) in the front of the house shall be paid for all time worked on a Saturday (whether in ordinary time or otherwise) at the rate of time and a half for ordinary hours and time and three-quarters for the next three hours and double time thereafter.
- 6.5.2.2 An employee (other than a casual employee) in the front of the house shall be paid double time for all time worked on a Sunday.

## **6.5.3 Saturday and Sunday back of house**

- 6.5.3.1 An employee (other than a casual employee) in the back of the house shall be paid for all time worked on a Saturday (whether in ordinary time or otherwise) at the rate of time and a half for ordinary hours and time and three-quarters for the next three hours and double time thereafter.
- 6.5.3.2 Except as provided in clause 6.4.3, an employee (other than a casual employee) in the back of the house shall be paid for all time worked on a Sunday in ordinary time at the rate of time and three-quarters and for all overtime worked on a Sunday at double time.

## **6.5.4 Time off in lieu**

- 6.5.4.1 Notwithstanding the rate prescribed in clauses 6.5.1.1 and 6.5.1.2, at the instigation of the employee there may be an agreement in writing between the employee and employer to take time off with pay equivalent to the amount for which payment would otherwise have been made. Such accumulated time must be taken within four weeks from the time of accrual. Where such prescribed time has not been taken, the employee shall receive payment equivalent to the appropriate overtime rate.
- 6.5.4.2 An employee (other than a casual employee) who works so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary work on the next day, that they have not had at least ten consecutive hours off duty between those times, shall be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence, notwithstanding the provisions prescribed by clause 6.1.9.1 and 6.1.9.2.

If, on the instructions of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty the employee must be paid at double rates until released from duty for such period and then will be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

## **6.5.5 Special time rates**

An employee (other than a casual employee) who is required to work any of their ordinary hours outside the hours of 7 a.m. and 7 p.m. on Monday to Friday inclusive, shall be paid an allowance in accordance with the rates specified in Schedule 3.

## **6.5.6 Broken work**

- 6.5.6.1 An employee (other than a casual employee) in the Back of House shall be paid an additional allowance for a broken work day within the spread of hours as set out in clauses 6.1.1 and 6.1.2, in accordance with rates specified in Schedule 3. Provided that where any such broken work period extends into any period for which special time or overtime rates apply, the penalties or allowances shall not be cumulative, but the highest applicable penalty or allowance shall apply.

- 6.5.6.2 An employee (other than a casual employee) who is employed pursuant to clause 6.1.8 or 6.2.3 shall be paid an additional allowance for broken work day within the spread of hours as set out respectively in clause 6.1 and clause 6.2.
- 6.5.6.3 Provided that where any such broken work period extends into any period for which special time or overtime rates apply, the penalties or allowances shall not be cumulative, but the highest applicable penalty or allowance shall apply.

#### **CLAUSE 6.6 MEAL TIMES AND MEALS**

OPDATE 12:12:2005 on and from

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

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

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

- 6.6.2 Where an employee is required to work overtime and such overtime follows the completion of the employees' normal hours of work a 20 minute paid meal break shall be allowed where such overtime exceeds two hours work.
- 6.6.3 Notwithstanding the provisions of clause 6.6.1, employees rostered to work more than ten ordinary hours in a shift shall be entitled to two paid 20 minute meal breaks in addition to an unpaid meal break of at least half an hour. In rostering for these breaks, the employer shall make all reasonable efforts to provide these breaks at a time which gives the employees an even mix of work time and breaks.

#### **6.6.4 Casual employees - meal times and meals**

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

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

## **PART 7 – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **CLAUSE 7.1 ANNUAL LEAVE**

OPDATE 01:10:2019 on and from

#### **7.1.1 Period of leave**

Except in the case of a regular part-time employee as provided in clause 7.1.10 a period of four weeks paid leave shall be allowed annually to each employee (not being a casual employee) after each period of 12 months **continuous service** (less the period of annual leave). Provided, however, that the annual leave prescribed by this clause 7.1.1, by mutual agreement between the employer and the employee concerned, may be allowed and taken on the basis of three weeks leave for four weeks pay.

#### **7.1.2 Annual leave exclusive of public holidays**

Subject to this clause 7.1.2 the period of annual leave prescribed in clause 7.1.1 shall be exclusive of any public holiday prescribed by this Award and if any such holiday falls within an employee's period of absence on annual leave and is observed on a day which in the case of that employee would have been an ordinary working day or rostered day off there shall be added to that period one day for each holiday falling as aforesaid.

Where a public holiday falls as aforesaid and the employee fails without reasonable cause, proof whereof shall be upon the employee, to attend for work at their ordinary starting time on the working day immediately following the last day of the period of the annual leave the employee shall not be entitled to be paid for any such holiday.

#### **7.1.3 Calculation of month**

For the purpose of this clause a month shall be reckoned as commencing with the beginning of the first day of the employment or period of employment in question and as ending at the beginning of the day which in the latest month in question has the same date number as that which the commencing day had in its month and if there be no such day in such subsequent month shall be reckoned as ending at the end of such subsequent month.

#### **7.1.4 Leave to be taken**

The annual leave provided for by this clause shall be allowed and shall be taken and except as provided by clauses 7.1.1, 7.1.8 and 7.1.10.4 payment shall not be made or accepted in lieu of annual leave.

#### **7.1.5 Time of taking annual leave**

Annual leave shall be given at a time fixed by the employer within a period not exceeding six months from the date when the right to annual leave accrued and after not less than two weeks notice to the employee. However, to assist employees in balancing their work and family responsibilities, an employee may elect with the consent of the employer, to accrue and carry forward any amount of annual leave for a maximum of two years from the date of the entitlement.

Where in accordance with the provisions of this clause annual leave is given in two periods the interval between the two periods shall be not less than one month unless the employer and employee agree otherwise.

Annual leave prescribed by clause 7.1.1 shall, where practicable be granted in one continuous period provided, however, the employer may, at his discretion, allow annual leave to be taken in two periods. Where the said annual leave is of four weeks duration each of the aforesaid two periods shall be of two weeks duration.

Where, in accordance with the provisions of clause 7.1.1, the said annual leave is of three weeks duration the aforesaid two periods shall be one week and two weeks respectively. Where in the exercise of his/her discretion an employer decides to allow annual leave in two periods the employee concerned shall be notified of the fact within one month of becoming entitled to the leave. An employee who considers that the granting of their annual leave in two periods will cause hardship or is unfair may submit their case to the **Tribunal** pursuant to clause 3.3.

Notwithstanding these provisions the said annual leave, by Agreement between the employer and employee concerned, may be given and taken in a manner different from that set out herein, such as in single days not exceeding 10 days in any calendar year for the purposes of personal leave to care for a family member as set out in 7.5, provided that in any event the whole of the leave shall be given within 12 months from the date it first became due except in circumstances as outlined above.

#### **7.1.6 Leave allowed before due date**

An employer may allow annual leave to an employee before the right has accrued but where leave is taken in such a case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued. Where leave has been granted to an employee pursuant to this subclause before the right has accrued and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months continuous service in respect of which the leave was granted, the employer may for each one completed month of the qualifying period of 12 months not served by the employee deduct from whatever remuneration is payable upon the termination of the employment 1/12 of the amount of wages paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed in this Award.

#### **7.1.7 Payment for period of leave**

Each employee before going on leave shall be paid such wages as are payable in respect of the period of leave due and being taken by the employee as provided in subclauses 7.1.1 and 7.1.5 including any days added pursuant to clause 7.1.2. For the purposes of this clause 7.1.7 and clause 7.1.8 wages shall be at the rate prescribed by Schedule 1 for the occupation in which the employee was ordinarily employed immediately prior to the commencement of their leave or the termination of their employment as the case may be. Provided that:

- 7.1.7.1 Where an employee works portion of the qualifying period as a full-time employee and portion of such period as a regular part-time employee the employee shall be paid at the appropriate rate for each month of continuous service as full-time or regular part-time employee as the case may be, irrespective of the contract of hiring at the time the annual leave accrued or the employment was terminated;
- 7.1.7.2 Where an employee works portion of the qualifying period as a full-time or regular part-time employee and portion of such period as a casual employee, the employee shall be paid at the appropriate rate for each month of continuous service as a full-time or regular part-time employee, as the case may be, irrespective of the contract of hiring at the time the annual leave accrued or when employment was terminated; and

- 7.1.7.3 In addition to the rate of payment prescribed in this subclause each employee shall be paid an additional amount of 17 1/2 per cent calculated on their wage rate so prescribed. This provision shall apply to proportionate leave on termination where the employee has served a minimum of three months with an employer.

**7.1.8 Proportionate leave on termination**

Except in the case of a regular part-time employee as provided in clause 7.1.10, if after one month's continuous service in any qualifying 12-monthly period an employee (not being a casual employee) leaves their employment or their employment is terminated by the employer the employee shall be paid at their ordinary rate of wages for 12 2/3 hours at the same rate in respect of each completed month of continuous service, being service in respect of which leave has not accrued due to be taken in accordance with the annual leave provisions of this Award.

In addition, employees with three months service or more whose employment terminates or is terminated, shall be entitled to a loading of 17 1/2 per cent calculated on the sum prescribed in clause 7.1.7.

**7.1.9 Interpretation**

The days in a period of leave shall be deemed to be consecutive even though any of the public holidays named in clause 7.7 occur therein, provided that the necessary day or days are added as prescribed by clause 7.1.2.

**7.1.10 Regular part-time employee**

- 7.1.10.1 A regular part-time employee shall be entitled to four weeks annual leave for each period of 12 months continuous service completed on the following basis:

<i>Where the average number of ordinary hours worked per week in the preceding 12 months were:</i>	<i>The annual leave hours to be paid for shall be:</i>
12	48
13	52
14	56
15	60
16	64
17	68
18	72
19	76
20	80
21	84
22	88
23	92
24	96
25	100
26	104
27	108
28	112
29	116
30	120
31	124
32	128
33	132
34	136
35	140
36	144
37	148

- 7.1.10.2 The annual leave prescribed by this clause 7.1.10 shall be exclusive of any public holiday prescribed in this Award and if any public holiday falls within a regular part-time employee's annual leave and is observed on a day which in the case of that employee would have been an ordinary working day or rostered day off there shall be added to that period the number of hours the employee, would normally have been required to work on such public holiday. Where the employee fails without reasonable cause, proof being upon the employee, to attend for work at the ordinary starting time on their usual working day immediately following the last day of the period of their annual leave the employee shall not be entitled to be paid for the public holiday.
- 7.1.10.3 A regular part-time employee before going on leave shall be paid wages as are payable in respect of the period of leave due to and being taken by the employee (including any period added by virtue of clause 7.1.10.2). For the purpose of this clause wages shall be at the hourly equivalent of the rate prescribed by Schedule 1 for the occupation for which such employee was ordinarily engaged immediately prior to the commencement of their leave or the termination of their employment.
- 7.1.10.4 If after one month's continuous service in any qualifying 12-monthly period a regular part-time employee leaves their employment or their employment is terminated by the employer the employee shall be paid at the rate of 1/12 of the yearly paid entitlement prescribed in clause 7.1.10.1 in respect of each completed month of continuous service in such qualifying period being service in respect of which leave has not been granted.
- 7.1.10.5 The provisions of clauses 7.1.3, 7.1.4, 7.1.5, 7.1.6, 7.1.7, and 7.1.8 shall apply, with necessary changes, to a regular part-time employee.

**7.1.11 Illness on annual leave**

Illness while on annual leave shall be handled in accordance with the provisions of clauses 7.2.1 and 7.2.2, and will not count as annual leave.

**CLAUSE 7.2 PERSONAL LEAVE – INJURY AND SICKNESS**

OPDATE 01:10:2019 on and from

**7.2.1 Where:**

- 7.2.1.1 A full-time or regular part-time employee is unable to attend or remain at the place of employment by reason of illness; or
- 7.2.1.2 A full-time or regular part-time employee is ill while on annual leave and the illness is such as would, if the employee were not on annual leave, have rendered the employee unable to attend at the place of employment for a period of not less than three consecutive days, the employee shall, subject to compliance with the terms and conditions prescribed by clause 7.2.2, be granted paid personal leave by the employer not exceeding the personal leave credit of the employee computed in accordance with clauses 7.2.4 and 7.2.5.
- 7.2.2 The personal leave prescribed by this clause shall be granted subject to the following terms and conditions:
- 7.2.2.1 In the case of an illness occurring other than while on annual leave an employee shall be entitled to payment in respect of an absence due to illness provided that:
- 7.2.2.1(a) Within 24 hours after the commencement of the absence the employee shall inform their employer of their inability to attend for duty and, as far as practicable, also inform the employer of the nature of the illness and the estimated duration of the absence; and

7.2.2.1(b) If so required by their employer, the employee shall produce to the employer a medical certificate or other reasonable evidence to prove that the employee was unable to attend for duty on the day or days in respect of which personal leave is claimed.

7.2.2.2 In the case of illness occurring while an employee is on annual leave, being an illness of the kind referred to in clause 7.2.1.2, and the employee asserts an entitlement to paid leave of the kind referred to in that subsection, the employee shall, within three days of resuming work after taking such annual leave, deliver to the employer a medical certificate certifying that for the period of not less than three consecutive days specified in such certificate the employee would have been unable to attend or remain at their place of employment if the employee had been required to do so. Such personal leave granted shall not count as annual leave and shall be debited against the personal leave credit of the employee.

7.2.2.3 Leave granted to an employee under clause 7.2.1.2 does not count as annual leave provided that where an employee has been paid a loading of 17.5 per cent on the said annual leave, and is to take this leave at a later time, the employer shall deduct the amount of the loading for the personal leave days from any remuneration payable to the employee for the first pay period after the return to work.

7.2.3 For the purpose of this clause the word illness includes personal injury but does not include an injury for which compensation is payable under the *Return to Work Act 2014* (as amended).

#### 7.2.4 **Accrual of entitlements**

7.2.4.1 The first year of service: an employee shall be entitled to a grant of leave under this section at the rate of 1.46 hours for each complete week of service; and

7.2.4.2 The succeeding years of **continuous service** with an employer, including an employer who has taken over a business as provided in clause 7.2.4.1, such an employee shall, on or after the commencement of each such year, be entitled to a grant of leave under this section by that employer equal to ten days of ordinary working time.

7.2.5 Where an employee is sick or injured on the day upon which they are scheduled to take accrued time off in accordance with clause 6.1.1, they shall not be entitled to personal pay nor will their personal pay entitlement be reduced as a result of their sickness or injury on that day.

7.2.5.1 A regular part-time employee shall be entitled to personal leave based on the same quantum of leave as is prescribed by clause 7.2.4.1 but calculated on a pro rata basis according to the average number of ordinary hours usually worked per week and as set out in the table below:

<i>Average number of ordinary hours worked per week</i>	<i>Hours of personal leave entitlement per week</i>
12	0.46
13	0.50
14	0.54
15	0.58
16	0.62
17	0.65
18	0.69
19	0.73
20	0.77
21	0.81
22	0.85
23	0.88
24	0.92
25	0.96
26	1.00
27	1.04
28	1.08
29	1.12
30	1.15
31	1.19
32	1.23
33	1.27
34	1.31
35	1.35
36	1.38
37	1.42

- 7.2.5.2 In the calculation of the pro rata quantum of leave at the commencement of each succeeding year (see clause 7.2.4.2) of **continuous service** of a regular part-time employee the number of ordinary hours then being worked or agreed to be worked on the average each week shall be the basis of the calculation. If at the end of any such year the number of ordinary hours worked on average each week is materially different from the number used on that basis the credit shall be altered accordingly. For the purposes of calculating the quantum in respect of this paragraph see table in clause 7.2.5.1.
- 7.2.6 For the purposes of this clause wages shall be at the hourly equivalent of the rate prescribed by Schedule 1 for the occupation for which the employee was engaged immediately prior to the commencement of the personal leave.
- 7.2.7 For the purposes of this clause, and subject to this subclause, an employer taking over a business shall be responsible for the continuance of the personal leave entitlement, if any, for which an employee, by reason of their **continuous service** with the predecessor(s) in the business, has qualified. Such responsibility shall be for all of the personal leave entitlement accrued with any and all predecessor companies.

### CLAUSE 7.3 BEREAVEMENT LEAVE

OPDATE 10:03:2006 on and from

#### 7.3.1 Entitlement to leave

An employee (other than a casual employee), on the death of a:

- a **spouse**/defacto **spouse**;
- parent/step parent/foster parent/guardian;
- parent-in-law;
- sister or brother/step or half sister or brother
- child or step-child
- grandparent;
- any other member of the person's household,

is entitled, on reasonable notice, to leave up to and including the day of the funeral of the relative. This leave is without deduction of pay for the number of ordinary hours worked by the employee in 2 ordinary days work. Proof of death must be furnished by the employee to the satisfaction of the employer if requested.

### 7.3.2 Unpaid entitlement to leave

An employee may take unpaid bereavement leave by agreement with the employer.

### 7.3.3 Effect of other leave

This clause has no operation where the period of entitlement to this leave coincides with any other period of leave.

## CLAUSE 7.4 PARENTAL LEAVE

OPDATE 10:03:2006 on and from

### 7.4.1 Definitions

In this clause, unless the contrary intention appears:

- 7.4.1.1 **Adoption** includes the placement of a child with a person in anticipation of or for the purposes of adoption.
- 7.4.1.2 **Adoption Leave** means adoption leave provided under 7.4.3.4.
- 7.4.1.3 **Child** means a child of the employee or the employee's **spouse** under the age of one year; or  
  
means a child under the age of school age who is placed with an employee for the purposes of **adoption**, other than a child or step-child of the employee or of the **spouse** of the employee who has previously lived with the employee for a continuous period of at least six months.
- 7.4.1.4 **Eligible casual employee** means a casual employee employed by an employer during a period of at least 12 months; either
  - (a) on a regular and systematic basis for several periods of employment; or
  - (b) on a regular and systematic basis for an ongoing period of employment;and who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
- 7.4.1.5 **Extended adoption leave** means adoption leave provided under 7.4.3.4(b).
- 7.4.1.6 **Extended paternity leave** means paternity leave provided under 7.4.3.3(b).
- 7.4.1.7 **Government authority** means a person or agency prescribed as a government authority for the purposes of this definition.
- 7.4.1.8 **Maternity leave** means maternity leave provided under 7.4.3.2.

- 7.4.1.9 **Medical certificate** means a certificate as prescribed in 7.4.5.1.
- 7.4.1.10 **Parental leave** means **adoption leave, maternity leave, paternity leave, extended adoption leave or extended paternity leave** as appropriate, and is unpaid leave.
- 7.4.1.11 **Paternity leave** means paternity leave provided under 7.4.3.3.
- 7.4.1.12 **Primary care-giver** means a person who assumes the principal role of providing care and attention to a **child**.
- 7.4.1.13 **Relative adoption** means the adoption of a **child** by a parent, a spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).
- 7.4.1.14 **Short adoption leave** means **adoption leave** provided under 7.4.3.4(a).
- 7.4.1.15 **Special adoption leave** means **adoption leave** provided under 7.4.10.
- 7.4.1.16 **Special maternity leave** means **maternity leave** provided under 7.4.9.1.
- 7.4.1.17 **Spouse** includes a defacto spouse or a former spouse.

#### 7.4.2 **Employer's responsibility to inform**

On becoming aware that:

- (a) an employee is pregnant; or
- (b) an employee's **spouse** is pregnant; or
- (c) an employee is adopting a **child**;

an employer must inform the employee of:

- (i) the employee's entitlements under this clause; and
- (ii) the employee's responsibility to provide various notices under this clause.

#### 7.4.3 **Eligibility for and entitlement to parental leave**

- 7.4.3.1 Subject to the qualification in 7.4.4, the provisions of this clause apply to full-time, part time and **eligible casual employees** but do not apply to other casual employees.

For the purposes of this clause **continuous service** is work for an employer on a regular and systematic basis (including a period of authorised leave or absence).

An employer must not fail to re-engage a casual employee because:

- (a) the employee or employee's **spouse** is pregnant; or
- (b) the employee is or has been immediately absent on **parental leave**.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

- 7.4.3.2 An employee who becomes pregnant is, on production of the required **medical certificate**, entitled to up to 52 weeks of **maternity leave**.

7.4.3.3 A male employee is, on production of the required **medical certificate**, entitled to one or two periods of **paternity leave**, the total of which must not exceed 52 weeks, as follows:

- (a) An unbroken period of up to one week at the time of the birth of the **child**;
- (b) A further unbroken period of up to 51 weeks in order to be the **primary care-giver** of the **child** (to be known as **extended paternity leave**).

7.4.3.4 An employee is entitled to one or two periods of **adoption leave**, the total of which must not exceed 52 weeks, as follows:

- (a) An unbroken period of up to three weeks at the time of the placement of the **child** (to be known as **short adoption leave**);
- (b) A further unbroken period of up to 49 weeks in order to be the **primary care-giver** of the **child** (to be known as **extended adoption leave**).

#### 7.4.4 Qualifications on entitlements and eligibility

7.4.4.1 An employee engaged on seasonal work is not entitled to **parental leave**.

7.4.4.2 An entitlement to **parental leave** is subject to the employee having at least 12 months of **continuous service** with the employer immediately preceding:

- (a) in the case of **maternity leave**, the expected date of birth, or otherwise;
- (b) the date on which the leave is due to commence.

7.4.4.3 The entitlement to **parental leave** is reduced:

- (a) In the case of **maternity leave**, by any period of **extended paternity leave** taken by the employee's **spouse** and/or by any period of **special maternity leave** taken by the employee;
- (b) In the case of **extended paternity leave**, by any period of **maternity leave** taken by the employee's **spouse**;
- (c) In the case of **extended adoption leave**, by any period of **extended adoption leave** taken by the employee's **spouse**.

#### 7.4.5 Certification required

7.4.5.1 An employee must, when applying for **maternity leave**, or **paternity leave**, provide the employer with a medical **certificate** which:

- (a) Names the employee or the employee's **spouse** as appropriate;
- (b) States that the employee or the employee's **spouse** is pregnant; and
- (c) States:
  - (i) the expected date of birth;
  - (ii) the expected date of termination of pregnancy; or
  - (iii) the date on which the birth took place,

whichever is appropriate.

7.4.5.2 At the request of the employer, an employee must, in respect of the conferral of **parental leave**, produce to the employer within a reasonable time a statutory declaration which states:

- (a) The particulars of any period of **parental leave** sought or taken by the employee's **spouse**, and where appropriate;
- (b) That the employee is seeking the leave to become the **primary care-giver** of a **child**;
- (c) In the case of **adoption leave**, a statement from a **Government authority** giving details of the date, or presumed date, of **adoption**; and
- (d) That for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

#### 7.4.6 Notice requirements

##### 7.4.6.1 Maternity leave

7.4.6.1(a) An employee must:

- (i) Not less than 10 weeks before the expected date of birth of the **child**, give notice in writing to her employer stating the expected date of birth; and
- (ii) Give not less than four weeks notice in writing to her employer of the date on which she proposes to commence **maternity leave** stating the period of leave to be taken; and
- (iii) Notify the employer of any change in the information provided pursuant to 7.4.5 within two weeks after the change takes place.

7.4.6.1(b) An employer may, by not less than 14 days notice in writing to the employee, require her to commence **maternity leave** at any time within six weeks immediately before the expected date of birth. Such a notice may be given only if the employee has not given her employer the required notice.

##### 7.4.6.2 Paternity leave

7.4.6.2(a) An employee must, not less than 10 weeks prior to each proposed period of **paternity leave**, give the employer notice in writing stating the dates on which he proposes to start and finish the period(s) of **paternity leave**.

7.4.6.2(b) The employee must notify the employer of any change in the information provided pursuant to 7.4.5 within two weeks after the change takes place.

##### 7.4.6.3 Adoption leave

An employee must:

- (a) On receiving notice of approval for **adoption** purposes, notify the employer of the approval and within two months of the approval further notify the employer of the period(s) of **adoption leave** the employee proposes to take.
- (b) In the case of a **relative adoption**, so notify the employer on deciding to take the **child** into custody pending an application for **adoption**.

- (c) As soon as the employee is aware of the expected date of the placement of a **child** for **adoption** purposes, but not later than 14 days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of **short adoption leave** to be taken.
- (d) At least 10 weeks before the proposed date of commencing any **extended adoption leave**, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

#### 7.4.6.4 Unforeseen circumstances

An employee is not in breach of these notice requirements if the employee's failure to comply is caused by unforeseen or other compelling circumstances, including:

- (a) The birth occurring earlier than the expected date; or
- (b) The death of the mother of the **child**; or
- (c) The death of the employee's **spouse**, or
- (d) The requirement that the employee accept earlier or later placement of the **child**;

so long as, where a living **child** is born, the notice is given not later than two weeks after the birth.

#### 7.4.7 **Taking of parental leave**

- 7.4.7.1 No employee may take **parental leave** concurrently with such leave taken by the employee's **spouse**, apart from paternity leave of up to one week at the time of the birth of the **child** or **adoption leave** of up to three weeks at the time of the placement of the **child**.
- 7.4.7.2 Subject to complying with any relevant provision as to the taking of annual leave or long service leave, an employee may, instead of or in conjunction with **parental leave**, take any annual leave or long service leave to which the employee is entitled.
- 7.4.7.3 Paid personal leave or other paid absences are not available to an employee during the employee's absence on **parental leave**.
- 7.4.7.4 A period of **maternity leave** must be taken as one continuous period and must include, immediately following the birth of the **child**, a period of 6 weeks of compulsory leave.
- 7.4.7.5 **Maternity leave** and **paternity leave** cannot extend beyond the **child's** first birthday.
- 7.4.7.6 **Adoption leave** cannot extend beyond the **child** reaching school age.
- 7.4.7.7 **Extended adoption leave** cannot extend beyond the first anniversary of the initial placement of the **child**.

#### 7.4.8 **Variation or cancellation of parental leave**

- 7.4.8.1 Without extending an entitlement beyond the limit set by 7.4.3, **parental leave** may be varied as follows:

- (a) The leave may be lengthened once by the employee giving the employer at least 14 days notice in writing stating the period by which the employee requires the leave to be lengthened; or
- (b) The leave may be lengthened or shortened by agreement between the employer and the employee.

7.4.8.2 **Parental leave**, if applied for but not commenced, is cancelled:

- (a) Should the pregnancy terminate otherwise than by the birth of a living **child**; or
- (b) Should the placement of a **child** proposed for adoption not proceed; as the case may be.

7.4.8.3 If, after the commencement of any **parental leave**:

- (a) The pregnancy is terminated otherwise than by the birth of a living **child** or, in the case of **adoption leave**, the placement of a **child** ceases; and
- (b) The employee gives the employer notice in writing stating that the employee desires to resume work:

the employer must allow the employee to resume work within four weeks of receipt of notice.

7.4.8.4 **Parental leave** may be cancelled by agreement between the employer and the employee.

#### 7.4.9 **Special maternity leave and personal leave**

7.4.9.1 If,

- (a) an employee not then on **maternity leave** suffers illness related to her pregnancy, or;
- (b) the pregnancy of an employee not then on **maternity leave** terminates after 28 weeks otherwise than by the birth of a living **child**,

she may take such paid personal leave as she is then entitled to and such further unpaid leave (to be known as **special maternity leave**) as a legally qualified medical practitioner certifies to be necessary before her return to work, provided that the aggregate of paid personal leave, **special maternity leave** and **maternity leave** will not exceed the period to which the employee is entitled under 7.4.3.2.

7.4.9.2 An employee who returns to work after the completion of a period of such leave is entitled to the position which she held immediately before commencing such leave, or in the case of an employee who was transferred to a safe job, to the position which she held immediately before transfer.

7.4.9.3 If that position no longer exists, but there are other positions available which the employee is qualified for and is capable of performing, she is entitled to a position as nearly as possible comparable in status and pay as that of her former position.

#### 7.4.10 **Special adoption leave**

7.4.10.1 An employee who has received approval to **adopt** a **child** who is overseas is entitled to such unpaid leave as is reasonably required by the employee to obtain custody of the **child**.

7.4.10.2 An employee who is seeking to **adopt** a **child** is entitled to such unpaid leave not exceeding five days as is required by the employee to attend to such interviews, workshops, court attendances or examinations as are necessary as part of the **adoption** procedure.

7.4.10.3 The leave under this clause is to be known as **special adoption leave** and does not affect any entitlement under 7.4.3

7.4.10.4 **Special adoption leave** may be taken concurrently by an employee and the employee's **spouse**.

7.4.10.5 Where paid leave is available to the employee, the employer may require the employee to take such leave instead of **special adoption leave**.

#### 7.4.11 **Transfer to safe job - maternity leave**

7.4.11.1 If, in the opinion of a legally qualified medical practitioner:

(a) Illness or risks arising out of the pregnancy, or

(b) Hazards connected with the work assigned to the employee,

make it inadvisable for the employee to continue her present work, the employee must, if the employer considers that it is practicable to do so, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of **maternity leave**.

7.4.11.2 If the transfer to a safe job is not considered practicable, the employee is entitled, or the employer may require the employee, to take leave for such period as is certified necessary by a legally qualified medical practitioner.

7.4.11.3 Leave under this clause will be treated as **maternity leave**.

#### 7.4.12 **Part-time work**

An employee who is pregnant or is entitled to **parental leave** may, by agreement with the employer, reduce the employee's hours of employment to an agreed extent subject to the following conditions;

7.4.12.1 Where the employee is pregnant, and to do so is necessary or desirable because of the pregnancy; or

7.4.12.2 Where the employee is entitled to **parental leave**, by reducing the employee's entitlement to **parental leave** for the period of such agreement.

#### 7.4.13 **Communication during parental leave**

7.4.13.1 Where an employee is on **parental leave** and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing **parental leave**; and

(b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing on **parental leave**.

7.4.13.2 The employee shall take reasonable steps to inform the employer about any significant matter that will effect the employee's decision regarding the duration of **parental leave** to be taken, whether the employee intends to return to work and whether the employee intends to return to work on a part-time basis.

7.4.13.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 7.4.13.1.

#### 7.4.14 Return to work after parental leave

7.4.14.1 An employee must confirm the employee's intention to return to work by notice in writing to the employer given at least four weeks before the end of the period of **parental leave**.

7.4.14.2 On returning to work after **parental leave** an employee is entitled:

- (a) To the position which the employee held immediately before commencing **parental leave**; or
- (b) In the case of an employee who was transferred to a safe job, to the position which she held immediately before the transfer.
- (c) If the employee's previous position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee is entitled to a position as nearly as comparable in status and pay to that of the employee's former position
- (d) An **eligible casual employee** who is employed by a labour hire company will be entitled to the position which they held immediately before proceeding on **parental leave**.

Where such a position is no longer available, but there are other positions available that they employee is qualified for an is capable of performing, the employer shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the employee's former position.

#### 7.4.15 Right to request

7.4.15.1 An employee entitled to parental leave pursuant to clause 7.4.3, may request the employer to allow the employee:

- (a) to extend the period of simultaneous unpaid leave provided for in clause 7.4.3.3(a) and 7.4.3.4(a) up to a maximum of eight weeks;
- (b) to extend the period of unpaid parental leave provided for in 7.4.3.2 by a further continuous period of leave not exceeding 12 months;
- (c) to return to work from a period of **parental leave** on a part-time basis until the **child** reaches school age,

to assist the employee in reconciling work and parental responsibilities.

7.4.15.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- 7.4.15.3 The employee's request and the employer's decision made under 7.4.15.1(b) and (c) must be recorded in writing.
- 7.4.15.4 Where an employee wishes to make a request under 7.4.15.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

#### 7.4.16 Termination of employment

- 7.4.16.1 An employee on **parental leave** may terminate the employee's employment at any time during the period of leave by giving the required notice.
- 7.4.16.2 An employer must not terminate the employment of an employee on the ground of her pregnancy or the employee's absence on of **parental leave**. Otherwise the rights of an employer in relation to termination of employment are not affected by this clause.

### CLAUSE 7.5 PERSONAL LEAVE TO CARE FOR A FAMILY MEMBER

OPDATE 10:03:2006 on and from

#### 7.5.1 Definitions

- 7.5.1.1 **Personal leave to care for a family member** means leave provided in accordance with this clause.
- 7.5.1.2 **Family** – the following are to be regarded as members of a person's family:
- (a) a **spouse**/former **spouse**/de facto **spouse**;
  - (b) a child or an adult child (including a step-child, adopted child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or the employee's **spouse**;
  - (c) any other member of the person's household;
  - (d) any other person who is dependent on the person's care.
- 7.5.1.3 **Personal leave** means leave provided for in accordance with clause 7.2.

#### 7.5.2 Paid personal leave to care for a family member

- 7.5.2.1 An employee (other than a casual employee) with responsibilities in relation to a member of the employee's **family** who need the employee's care and support:
- (a) due to personal injury; or
  - (b) for the purposes of caring for a **family** member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency,
- is entitled to up to 10 days or 76 hours in any completed year of **continuous service** (pro rata for part-time employees) to provide care and support for such persons when they are ill.
- 7.5.2.2 By agreement between the employer and an individual employee, the employee may access an additional amount of their accrued **personal leave** for the purposes set out in this clause. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.
- 7.5.2.3 The entitlement to use **personal leave** is subject to the employee being responsible for the care of the person concerned.
- 7.5.2.4 The employee must, if required by the employer, establish by production of a medical certificate a statutory declaration, by the illness of the person concerned and that the illness is such as to required care by another.

- 7.5.2.5 In normal circumstances an employee must not take **personal leave** where another person has taken leave to care for the same person.
- 7.5.2.6 The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of the absence.
- 7.5.2.7 The amount of **personal leave** to care for a **family** member taken is to be deducted from the amount of the employee's personal leave credit.

**7.5.3 Unpaid personal leave to care for a family member**

- 7.5.3.1 Where an employee has exhausted all paid personal leave entitlements, an employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a **family** member who is ill or who requires care due to an unexpected emergency.
- 7.5.3.2 The employer and the employee shall agree upon the period of unpaid **personal leave** to care for a **family** member which may be taken.
- 7.5.3.3 In absence of the agreement between the employer and the employee, the employee is entitled to take up to two days (of a maximum of sixteen hours) of unpaid leave per occasion, provided that notice and evidentiary requirements are met.

**7.5.4 Single day absences**

Single day absences may be taken for **personal leave to care for a family member** as provided for in Clause 7.1.5 Time of Taking Annual Leave.

**7.5.5 Casual employees caring responsibilities**

- 7.5.5.1 Casual employees are not entitled to personal leave to care for a **family** member or bereavement leave but subject to the notice and evidentiary requirements in 7.5 and 7.3, casuals are entitled not to be available to attend work, or to leave work:
- (a) to care for a member of their **family** who is sick and requires care and support, or who require care due to an unexpected emergency, or the birth of a child; or
  - (b) upon the death of a **family** member.
- 7.5.5.2 The period for which the employee will be entitled to not be available to attend work for each occasion in clause 7.5.5.1 is:
- (a) the period agreed upon between the employer and the employee; or
  - (b) up to 48 hours (or 2 days) per occasion.
- 7.5.5.3 The casual employee is not entitled to any payment for the period of non-attendance under this clause.
- 7.5.5.4 An employee must not fail to re-engage a casual employee because the employee accessed the entitlement provided for under this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

- 7.5.5.5 The clause does not intend to alter the nature of casual employment and is without prejudice to any parties' arguments about the nature of casual employment.

#### **CLAUSE 7.6 TRADE UNION TRAINING LEAVE**

OPDATE 12:12:2005 on and from

- 7.6.1.1 Weekly employees shall be allowed leave without loss of pay for ordinary working hours (excluding penalty payments) to attend trade union training courses.
- 7.6.1.2 Where on a premises an employer employs weekly employees bound by this Award, the employer shall grant a maximum number of normal working days leave per premises per annum in accordance with the following formula:

<i>Number of weekly employees bound by the Award per Premises</i>	<i>Days leave per annum</i>
Less than 5	Nil
Between 5 and 20	5
Between 21 and 40	10
Over 40	15

These days shall not be cumulative from year to year.

- 7.6.2.1 Subject to clause 7.6.3.4, weekly employees bound by this Award who are recognised as job representatives by the employer shall be allowed leave without loss of pay for ordinary working hours (excluding penalty payments) up to a maximum of five additional normal working days per annum (not exceeding 10 normal working days in total), to attend trade union training courses as described in clause 7.6.1.1.
- 7.6.2.2 Leave taken by a job representative pursuant to this clause 7.6.2 which exceeds five normal working days shall be deemed as leave taken pursuant to the formula prescribed by clause 7.6.1.2, whichever shall apply.
- 7.6.3.1 An application for leave pursuant to this clause shall when possible, be made eight weeks prior to the date of commencement of the course. If less than four weeks' notice is given leave need not be granted.
- 7.6.3.2 Leave shall only be granted where the employer is able to make adequate staffing arrangements during the period of such leave and provided that no disruption is likely to be caused to the carrying on of the employer's business. The employer shall not use this provision to avoid the obligation to grant leave.
- 7.6.3.3 A weekly employee shall have completed a period of 12 months service (not including periods of service as a casual employee) with an employer before becoming eligible for the leave.
- 7.6.3.4 At any one time, no more than one employee of any one establishment of any employer covered by this Award shall be on leave pursuant to this clause unless otherwise agreed.
- 7.6.3.5 This clause shall not bind an employer who employs less than five weekly employees bound by this Award.
- 7.6.3.6 The employer shall not be liable for any additional cost other than the payment of wages to the employee whilst on leave except for the payment of extra remuneration where relieving arrangements are instituted to cover the absence of employees.
- 7.6.3.7 An application for leave pursuant to this clause shall be made in writing by the Union to the employer and shall include the following details:

- (a) the name of the employee seeking leave;
- (b) period of time for which leave is sought ( including daily commencing and finishing times);
- (c) title, description and agenda of the course or courses to be attended;
- (d) the place or places where the said course or courses will be held;
- (e) the name of the person or persons conducting the said course or courses;  
and
- (f) a copy of the syllabus, curriculum or outline of the course or courses to be attended.

7.6.3.8 Where an employee attending a course pursuant to this clause is recalled to the employee's place of work by the employer because of reasons unforeseen at the time of granting the said leave, all the time spent at the course prior to recall shall be reinstated as if such leave was not taken.

7.6.3.9 Where an employee fails to attend the course or courses for which leave has been granted by the employer, the Union shall notify the employer as soon as possible of the non-attendance and the period thereof. The employer shall not be required to make payment for any period of leave granted that is not utilised in the attendance at a course unless the employee can substantiate that the failure to attend the course was due to illness.

7.6.3.10 Employees granted leave shall within 14 days of completion of the course or courses for which leave was granted, provide to the employer a report outlining the nature of the course and the employee's observations thereto.

7.6.4 Leave taken pursuant to this clause shall be counted as continuous leave for all purposes of the Award and for the purposes of the *Long Service Act 1987*.

7.6.5 The scope, content and level of courses for which paid leave is granted, shall be such as to contribute to a better understanding of industrial relations. Further, courses shall have regard to the special needs of course participants from non-English speaking backgrounds.

## CLAUSE 7.7 PUBLIC HOLIDAYS

OPDATE 12:12:2005 on and from

7.7.1 Except as provided in clause 7.7.2, each employee (not being a casual employee) shall be paid at the rate of double time and a half for all time worked on the following public holidays, viz.: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Adelaide Cup Day, Queen's Birthday, Labour Day, Union Picnic Day (substituted for day after Good Friday), Christmas Day, Proclamation Day, and any other day which by proclamation under section 4 of the Holidays Act may be declared a public holiday.

Provided that in a year when 25 December falls on a Saturday or a Sunday and a public holiday is declared on some other day in lieu thereof such other day shall be deemed to be the public holiday for the purpose of this subclause in lieu of 25 December.

7.7.2 An employee (other than a casual employee) in the **front of house** shall be paid at the rate of treble time for all time worked on Good Friday or Christmas Day. Provided that in a year when 25 December falls on a Saturday or a Sunday and a public holiday is declared on some other day in lieu thereof such employee shall not be entitled to treble time payment for work on 25 December but shall be paid at the rate of double time and a half for all time worked on the day declared a public holiday in lieu thereof.

- 7.7.3 Except as provided in clause 6.4 an employee (other than a casual employee) shall be paid an ordinary day's pay for any of the public holidays mentioned in this clause on which no work is performed. Provided that in the case of a regular part-time employee this subclause shall only apply if the public holiday is observed on a rostered day off with such day being a rostered day off as provided in clause 6.4 or the holiday is observed on a day which would otherwise have been an ordinary working day for such employee.

#### **CLAUSE 7.8 CHRISTMAS DAY FALLING ON A SATURDAY OR SUNDAY**

OPDATE 12:12:2005 on and from

##### **7.8.1 Applicability**

Despite any other provisions in the Award when Christmas Day falls on a Saturday or Sunday and the declared Christmas Day public holiday is a day other than the **actual day** (that is, the Christmas Day public holiday has been substituted for another day), the following arrangements will apply but only for weekly hired employees who do not work a standard Monday to Friday week. Employees employed to work the standard week of Monday to Friday, will be paid in accordance with the existing Public Holiday provisions of the Award.

- 7.8.1.1 **Actual day** means a Saturday or Sunday that is a Christmas Day but the declared public holiday for the Christmas Day has been gazetted for another day.

- 7.8.1.2 **Substitute day** means the day that is gazetted a public holiday in lieu of the public holiday for Christmas Day falling on a Saturday or Sunday.

##### **7.8.2 Full-time employees**

- 7.8.2.1 An employee rostered and not required to work on the **actual day** will be paid for that day at ordinary rates but will not be entitled to the **substitute day**;

- 7.8.2.2 An employee rostered and required to work on the **actual day** will be entitled to:
- (a) in addition to the normal Saturday or Sunday payment (as appropriate), a Christmas Day loading of one half of an ordinary day's pay, and
  - (b) the **substitute day** as a holiday. However, where the **substitute day** falls on a non-working day, the employee is entitled to either an additional day's pay or an additional day's leave with pay.

- 7.8.2.3 An employee rostered and required to work both on the **actual day** and also on the **substitute day** will be entitled to:

- (a) for the **actual day**, the payment described in 7.8.2.2(a); and,
- (b) for the **substitute day**, either public holiday rates or be granted an additional day's leave in lieu of the public holiday rates.

##### **7.8.3 Part-time employees**

- 7.8.3.1 An employee rostered and not required to work on the **actual day** will be paid for that day at ordinary rates but will not be entitled to the **substitute day**.

- 7.8.3.2 An employee rostered and required to work on the **actual day** will be entitled to:
- (a) the payment described in 7.8.2.2(a); and
  - (b) another day, which may or may not be the **substitute day**, as a holiday, or payment at ordinary rates for an additional day of equal length.

- 7.8.3.3 If the benefits of 7.8.3.1 or 7.8.3.2 apply, an employee who works on the ***substitute day***, will be paid at ordinary time rates for such day.

## **PART 8 – TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

OPDATE 17:05:2013 on and from  
Vacant

## **PART 9 – TRAINING AND RELATED MATTERS**

### **CLAUSE 9.1 TRAINING AND ACQUISITION OF ADDITIONAL SKILLS**

OPDATE 12:12:2005 on and from

9.1.1 The parties to this Award recognise that in order to increase the efficiency, productivity and competitiveness of enterprises, a commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate training to acquire additional skills;
- (c) removing barriers to the utilisation of skills acquired;
- (d) developing procedures for the objective assessment of skills and training.

9.1.2 The parties may establish a Training Committee and/or Consultative Committee comprised of employers, and/or their representative, employees and their Union representatives at each enterprise. Employee representatives will not be in the minority.

9.1.3 Where requested by employees with the Training Committee and/or Consultative Committee, the Employer may develop a training programme consistent with:

- (a) the current and future skill needs of the enterprise;
- (b) the size, structure and nature of the operations of the enterprise;
- (c) the need to develop vocational skills relevant to each enterprise through courses conducted internally or by accredited training institutions and trainers;
- (d) the provision of opportunities for employees to undertake training to advance their careers.

### **CLAUSE 9.2 TRAINING WAGE ARRANGEMENTS**

OPDATE 12:12:2005 on and from

See Schedule 6.

## **PART 10 – WORK HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES**

OPDATE 01:10:2019 on and from

### **CLAUSE 10.1 CATERING AND RECEPTION**

OPDATE 12:12:2005 on and from

- 10.1.1 All casual employees engaged as barpersons at racecourses shall be paid at a rate per hour based upon the appropriate rate prescribed by Schedule 1 for a general barperson plus 50 per centum thereof for the time employed with a minimum payment as for four hours' work.
- 10.1.2 All casual employees engaged as barpersons at showgrounds, sports grounds, ovals and other outside catering work except racecourses, shall be paid at a rate per hour based upon the appropriate rate prescribed by Schedule 1 for general bar persons plus 50 per centum thereof for the time employed with a minimum payment as for three hours' work.
- 10.1.3 All casual employees (other than barpersons) engaged on or in connection with racecourses, showgrounds, sports grounds, picnics, special breakfasts, luncheons, dinners, receptions, balls, garden parties, or like functions shall be paid at a rate per hour based upon the appropriate rate prescribed by Schedule 1 plus 50 per centum thereof for the time employed with a minimum payment as for three hours' work. Provided that where work exceeds eight hours in any one day or continues later than 11.30 p.m. shall be paid for at a rate per hour based upon the rate prescribed by Schedule 1 plus 100 per centum.
- 10.1.4. Employees who work at any metropolitan venue, shall receive a free meal.
- 10.1.5 Employees referred to in this clause who work at any non-metropolitan venue shall be paid fares to and from the job and 50 cents for a meal or, at the employee's option, the employer shall provide the employee with a meal in lieu of payment.
- 10.1.6 The provision of clauses 6.5, 6.6, 7.1, 7.2 and 7.7 shall not apply to catering employees mentioned in this clause.

### **CLAUSE 10.2 CLOTHING**

OPDATE0 01:10:2019 on and from

- 10.2.1 An employer may require an employee to wear a plain, white shirt/blouse and plain, dark slacks/skirt of an unspecified colour.
- 10.2.2 No employee shall perform work and no employer shall require an employee to perform work clothed or partially clothed in transparent clothing or in a state of complete or partial undress.
- 10.2.3 Should an employer require an employee to wear a uniform other than as described in clause 10.2.1, two such uniforms shall be supplied annually by the employer. These uniforms shall be maintained and laundered by the employer, and shall remain the property of the employer.
- 10.2.4 Where, in the opinion of the employer, it is necessary that waterproof or other protective clothing be required to be worn by an employee for his/her protection, such protective clothing shall be supplied by the employer and shall remain the property of the employer.
- 10.2.5 Each employee shall be required to sign an itemised list for the use of employer's property as provided by clauses 10.2.3 and 10.2.4. The list shall state the cost of each item.

Where upon termination of employment an item is not return, the employer may deduct the listed value of that item from the employee's termination pay. If in dispute about the whereabouts, value or condition of an item, the issue shall be referred to the ***Tribunal***.

#### **CLAUSE 10.3 TOOLS AND GEAR**

OPDATE 01:10:2019 on and from

10.3.1 All aprons, towels, tools, ropes, brushes, knives, choppers, implements, utensils and material shall be supplied by the employer without cost to the employee.

10.3.2 Each employee shall be required to sign an itemised list for the use of employer's property as provided by clause 10.3.1. The list shall state the cost of each item.

Where upon termination of employment an item is not returned, the employer may deduct the listed value of that item from the employee's termination pay. If in dispute about the whereabouts, value or conditions of an item, the issue shall be referred to the ***Tribunal***.

#### **CLAUSE 10.4 FIRST-AID**

OPDATE 12:12:2005 on and from

10.4.1 An employee who holds an appropriate current first-aid qualification and who is appointed by the employer to perform first-aid duties, shall be paid an allowance as specified in Schedule 3.

10.4.2 Every employer shall provide a first-aid kit for the use by employees in some accessible place in the establishment.

#### **CLAUSE 10.5 AMENITIES**

OPDATE 12:12:2005 on and from

An employer shall provide employees with adequate accommodation for changing clothes, eating, washing and toilet facilities.

## **PART 11 – AWARD COMPLIANCE AND ASSOCIATION RELATED MATTERS**

### **CLAUSE 11.1 TIME BOOKS AND RECORDS**

OPDATE 12:12:2005 on and from

11.1.1 Each employer shall, in addition to and without limiting their obligations under Section 102 of the **Act**, and under Section 10 of the South Australia *Long Service Leave Act 1987*, keep for the period of six years from the date of termination of employment of an employee a record of:

- (a) the name and address of each employee;
- (b) the date of commencement of service;
- (c) the employee's classification;
- (d) the date of appointment to classification;
- (e) the date of each day, starting and finishing time when an employee is performing the duties of a responsible person;
- (f) the date of each shift, start and finishing times when a casual employee is performing the duties of a Gaming Machine Manager.
- (g) the employee's date of birth, if under 21 years of age;
- (h) the employee's times of beginning and of ending work on every day (together with a note of time allowed for meals and other breaks) and, at the end of each week or fortnight the wages paid. The time book, or time and wages record, shall be signed (wherever practicable) by the employee concerned at the end of each work week or fortnight as the case may be;
- (i) rate of pay;
- (j) the 38-Hour Week Arrangement being worked (as entered on the Record of Decision sheet), together with the employee's 0.4 hours per day time-credits earned and spent (and those that are Banked Leisure Days, and the time at which such days are taken), or when any payment or deduction is made in lieu of taking or providing for such time off; and
- (k) the employee's annual, sick and long service leave taken, or when any termination payment is made in lieu of taking annual or long service leave.

11.1.2 Whenever a business, or part thereof, changes hands by whatever method, the former employer shall transmit to the new employer all records and books referred to in clause 11.1.1.

### **CLAUSE 11.2 POSTING UP OF AWARD**

OPDATE 12:12:2005 on and from

A copy of this Award shall be posted up by each employer in a conspicuous part of the premises where it will be easily accessible and may be read by the employees.

### CLAUSE 11.3 RIGHT OF ENTRY

OPDATE 01:10:2019 on and from

- 11.3.1 An official of an association of employees may enter an employers premises at which one or more members of the association work and:
- (a) inspect time books and wages records; and
  - (b) inspect the work carried out at the workplace and note the conditions under which the work is carried out; and
  - (c) if specific complaints of non-compliance with the Award have been made, interview any person who works at the workplace about the complaints.
- 11.3.2 Before an official exercises these powers the official must give 24 hours notice in writing to the employer.
- 11.3.3 A person exercising these powers must not interrupt the performance of work at the workplace or:
- (a) harass an employer or employee; or
  - (b) address offensive language to an employee or an employer; or
  - (c) hinder or obstruct an employee in carrying out a duty of employment; or
  - (d) use or threaten to use force in relation to an employer, an employee or any other person.
- 11.3.4 An employer may apply to the ***Tribunal*** seeking the withdrawal of the relevant powers from an official from an association in the event of abuse of any of these powers.

### CLAUSE 11.4 WORKPLACE MEETING

OPDATE 12:12:2005 on and from

One official stop work meeting per year shall be allowed without loss of ordinary pay, provided the following conditions are observed:

- 11.4.1 At least 14 days notice of such meeting is given to the employer.
- 11.4.2 The period of the meeting shall be a maximum three hours and the employee shall return to duty by noon.
- 11.4.3 Payment shall be made for the period that the employee was rostered for duty.
- 11.4.4 Such stop work meeting shall be held on a week day other than a Thursday or a Friday.
- 11.4.5 Payment of wages shall be made only upon the employer being in receipt of satisfactory evidence of the employees' attendance at the meeting.

## **SCHEDULE 1 - WAGES**

OPDATE 01:07:2023 1<sup>st</sup> pp on or after

### **CLAUSE S1.1 WAGES**

#### **S1.1.1 Adults**

The minimum weekly rates of wages for work in ordinary time payable to the following classes of employees shall be:

<i>Level</i>	<i>Per week total \$</i>
Introductory	898.80
1	901.00
2	939.90
3	968.70
4	1021.10
5	1086.50
6	1116.00

#### **S1.1.2 Juniors**

S1.1.2.1 The minimum weekly rates of wages for work in ordinary time to be paid to employees under the age of 21 engaged in supplying, dispensing or mixing of liquor over a bar including the sale of liquor from the bottle department or assisting in the cellar or bottle department shall be paid the appropriate adult rate for the level/classification of work being performed.

S1.1.2.2 The minimum weekly rates of wages for work in ordinary time to be paid to other juniors shall be in accordance with the percentages set out hereunder of the adult rate for the appropriate level/classification of work being performed.

	<i>%</i>
Under 18 years of age	60
18 and under 19 years	70
19 and under 20 years	85
20 and under 21 years	95

#### **S1.1.3 Over Award payments**

Over Award payments may be absorbed during the Minimum Rates Adjustment as provided for in this Award. Such over Award payments will not include overtime, shift allowances, penalty rates, disability allowances, travelling allowances and any other ancillary payment of a like nature prescribed by this Award.

#### **S1.1.4 Safety net adjustments**

The rates of pay in this Award include the safety net adjustment payable under the 2023 *State Wage Case* and Minimum Standard for Remuneration. This safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such above Award payments include wages payable pursuant to enterprise agreements, currently operating enterprise flexibility agreements, award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under the existing or previous State Wage Case principles, previous General Reviews of Award Wages and the *2023 State Wage Case* and Minimum Standard for Remuneration excepting those resulting from enterprise agreements or Award variations to give effect to enterprise agreements, are not to be used to offset safety net adjustments.

#### **CLAUSE S1.2 CALCULATION**

Wage rates shall be calculated to the nearest ten cents per week, any fraction less than five cents to go to the lower multiple and five cents or more to go the higher multiple.

## SCHEDULE 2 - CLASSIFICATION AND CAREER STRUCTURE

OPDATE 01:10:2019 on and from

### S2.1 Food and beverage

S2.1.1 **Food and Beverage Attendant Level 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 level not including service to customers,
- removing food plates,
- setting and/or wiping down tables,
- tidying of associated areas.

S2.1.2 **Food and Beverage Attendant Level 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 food and/or beverage including cleaning of tables;
- receipt of monies and/or attending a snack bar.

S2.1.3 **Food and Beverage Attendant Level 3** means an employee who:

Holds an approval as a Gaming Machine Employee pursuant to the *Gaming Machines Act, 1992*; or

Supervises Food and Beverage Attendants of a lower level; or

Trains Food and Beverage Attendants of a lower level; or

Operates a TAB or Lotteries Commission Terminal; or

Mixes a range of sophisticated drinks; or

Is a **Food and Beverage Attendant Level 2** who operates a mechanical lifting device; or

Is a **Food and Beverage Attendant Level 2** who operates a TAB or Lotteries **Commission** Terminal; or

Is a **Food and Beverage Attendant Level 2** working up to four hours per day (averaged over the relevant work cycle) in the cellar without supervision; or

Has the appropriate level of training and is engaged in any one of the following:

- Supplying, dispensing or mixing liquor including the sale of liquor from the bottle department;
- Assisting in the cellar or bottle department. Cellar duties could include working up to four hours per day (averaged over the relevant work cycle) without supervision;
- Undertaking general waiting duties of food or liquor, including cleaning of tables;
- Receipt of monies;
- Taking reservations, greeting and seating guests; or
- Engaged on delivery duties.

S2.1.4 **Food and Beverage Attendant Level 4** means an employee who:

Supervises Food and Beverage Attendants of a lower level; or

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

Has completed an apprenticeship in waiting or who has passed the appropriate trade test and carries out specialised skilled duties in a fine dining room or restaurant; or

Is a full time or part time employee who holds an approval as a Gaming Machine Manager pursuant to the *Gaming Machines Act, 1992*; or

Is a casual employee who holds an approval as a Gaming Machine Manager pursuant to the *Gaming Machines Act, 1992* and undertakes the duties of a Gaming Machine Manager for any engagement.

S2.1.5 **Food and Beverage Supervisor Level 5** shall mean:

An employee who has the appropriate level of training including a Supervisory Course and has the responsibility for supervision, training and co-ordination of Food and Beverage Staff, or Stock Control for a bar or series of bars; or

Is an employee who holds an approval as a Responsible Person pursuant to the *Liquor Licensing Act, 1997* and is appointed by the employer or Manager to Act as a Responsible Person.

## S2.2 **Kitchen**

S2.2.1 **Kitchen Attendant Level 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;
- assembly and preparation of ingredients for cooking;
- general pantry duties.

S2.2.2 **Kitchen Attendant Level 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.

S2.2.3 **Kitchen Attendant Level 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 level.

S2.2.4 **Cook Level 2** means an employee who carries out basic cooking duties such as the cooking of breakfasts and/or grills and/or snacks.

S2.2.5 **Cook Level 3** means an employee who has the appropriate level of training and carries out basic cooking duties such as the cooking of breakfasts and/or grills and/or snacks, or an employee who has not achieved the appropriate level of training but who carries out a wide range of cooking duties, such as a la carte cooking, baking, pastry cooking and butchering.

S2.2.6 **Cook (Tradesperson) Level 4** means a Commis Chef or equivalent who has completed an apprenticeship or who has passed the appropriate trade test and who carries out a wide range of cooking duties, such as a la carte cooking, baking, pastry cooking and butchering.

S2.2.7 **Cook (Tradesperson) Level 5** means a Demi Chef or equivalent who has completed an apprenticeship or who 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.

S2.2.8 **Cook (Tradesperson) Level 6** means a Chef de Partie or equivalent who has completed an apprenticeship or has passed the appropriate trade test in cooking, butchering, or pastry cooking and has completed additional appropriate training who performs any of the following:

- general and specialised duties including supervision or training of other kitchen Staff;
- ordering and stock control;
- solely responsible for other cooks and other kitchen employees in a single kitchen establishment.

## S2.3 **Guest Service**

S2.3.1 **Guest Service Level 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, parking guest's cars.

S2.3.2 **Guest Service Level 2** means an employee who has not achieved the appropriate level of training and who is engaged in any of the following:

- servicing accommodation areas and cleaning thereof,
- receiving and assisting guests at the entrance to the establishment,
- driving a passenger vehicle or courtesy bus,
- transferring guests' baggage to and from rooms,
- providing butler services such as food, beverage and personalised guest service.

S2.3.3 **Guest Service Level 3** means an employee who has 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,
- transferring guests' baggage to and from rooms,
- providing butler services such as food, beverage and personalised guest service,
- supervising guest service employees of a lower level,
- major repair of linen and/or clothing including basic tailoring, tailoring and major alterations and refitting;
- dry cleaning,

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

- supervising Guest Service employees of a lower level;
- training Guest Service employees of a lower level.

- S2.3.4 **Guest Service Level 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, and/or an employee who is engaged in supervising guest service employees of a lower level.
- S2.3.5 **Guest Service Supervisor Level 5** 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.
- S2.4 **General**
- S2.4.1 **Storeperson Level 2** means an employee who receives and stores general and perishable goods and cleans the store area.
- S2.4.2 **Storeperson Level 3** means an employee who, in addition to the duties for a **Storeperson Level 2**, may also operate mechanical lifting equipment such as a forklift and/or who may perform duties of more complex nature.
- S2.4.3 **Storeperson Level 4** means an employee who has the appropriate level of training and who supervises the receipt and delivery of goods and records, outgoing goods and is responsible for the contents of a store.
- S2.4.4 **Doorperson/Security Officer Level 2** means a person who assists in maintenance of dress standards and good order at an establishment.
- S2.4.5 **Doorperson/Security Officer Level 3** 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 Level 2** personnel.
- S2.4.6 **Handyperson Level 2** means an employee who is not a tradesperson and whose duties include the performance of routine repair work and maintenance in and about the employer's premises.
- S2.4.7 **Forklift Driver Level 3** means an employee who has a recognised forklift licence and who is engaged solely on the basis of driving a forklift vehicle (for those employees who operate a forklift as only part of their duties, either **Food and Beverage Level 3** or **Storeperson Level 3** are applicable).
- S2.4.8 **Persons Not Otherwise Provided For/Level 1** shall mean any employee for which no specific classification exists in this Award.
- S2.5 **Introductory level** shall be applicable if an employee (other than a casual) has not achieved the **appropriate level of training** and has less than three (3) months experience either in the Industry as defined in clause 1.5.1, or in another industry where the employee performed work similar to that which he or she is required to perform under this Award.
- S2.6 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award provided that such duties are not designed to promote de-skilling.

### **SCHEDULE 3 - ALLOWANCES**

OPDATE 01:07:2023 1<sup>st</sup> pp on or after

NOTE:- The allowances in this Schedule operate from the first pay period to commence on or after 1 July 2023.

#### **CLAUSE S3.1 SPECIAL TIME RATES**

(Refer clause 6.5.4 of the Award.) An employee (other than a casual employee) who is required to work any of their ordinary hours outside the hours of 7 am and 7 pm on Monday to Friday inclusive, shall be paid an allowance of \$2.43 per hour (or part of an hour) for any such time worked outside the said hours.

Provided that:

- (a) in the case of any such employee (other than a casual employee) the minimum payment in respect of any one day shall be \$3.63.
- (b) an employee (other than a casual employee) who is required to work their total ordinary hours between 7 pm and 7 am Monday to Friday inclusive shall be paid \$2.43 per hour, with a minimum payment in the case of a full-time employee only of \$19.51 per day; and
- (c) this clause shall not apply to any of the holidays prescribed in clause 7.7 of the Award.

#### **CLAUSE S3.2 BROKEN WORK**

S3.2.1 (Refer clause 6.5.6 of the Award.) An employee (other than a casual employee) in the Back of the House shall be paid an additional allowance for a broken work day within the spread of hours as set out in clause 6.1.1 of the Award as follows:

	<i>Rate per day \$</i>
Under 10 hours	Nil
10 hours and under 10 1/2 hours	2.14
Where the spread of hours is:	
10 1/2 hours and under 11 1/2 hours	4.20
11 1/2 hours or more	6.30

Provided that where any such broken work period extends into any period for which special time or overtime rates apply, the penalties or allowances shall not be cumulative, but the highest applicable penalty or allowance shall apply.

S3.2.2 (Refer clause 6.1.8 of the Award). An employee (other than a casual employee) shall be paid an additional allowance for a broken work day within the spread of hours as set out in clause 6.1.1 of the Award as follows:

- (a) Two hours over the hours worked in a day and up to three hours - \$3.21;
- (b) Three hours over the hours worked - \$4.99.

Provided that where any such broken work period extends into any period for which special time or overtime rates apply, the penalties or allowances shall not be cumulative, but the highest applicable penalty or allowance shall apply.

### **CLAUSE S3.3 FIRST AID**

(Refer clause 10.4 of the Award). An employee who holds an appropriate current first aid qualification and who is appointed by the employer to perform first aid duties, shall be paid an allowance of \$4.16 per day or working period.

## **SCHEDULE 4 - TRAINING STANDARDS**

OPDATE 12:12:2005 on and from

### **CLAUSE S4.1 FOOD AND BEVERAGE**

#### **S4.1.1 Food and Beverage Attendant Grade 3**

The standard required for Food and Beverage Attendant Grade 3

- The Hospitality Section (I)
- Food and Beverage (I)
- Food Production The Kitchen(I)
- Basic Interpersonal Kills (I)
- Customer Relations (including local area knowledge) (I)
- Occupational Hygiene (I)
- Occupational Safety and Security (I)
- Hospitality law (I)

Choice of 3 of the following, but at least 1 module must be related to the job:

- Bars and Services of Drinks (B)
- Restaurant: Preparing for Service (B)
- Restaurant Service (including cashiering) (B)
- Wine and Wine Service (B)
- Cellar Operations (B)
- Bottle Shop Operations (including use of lifting devices) (B)
- One to One Job Instruction (B)
- Keno
- TAB
- Forklift License

Or completion of a Traineeship

#### **S4.1.2 Food and Beverage Attendant Grade 4**

The standard required for Food and Beverage Attendant Grade 3 plus;

- Advance Interpersonal Skills (A)
- Sales and Marketing (A)
- Patron Care (A)

Choice of 3 of the following:

- Advanced Cocktails Knowledge (A)
- Advanced Cellar Procedures (A)
- Ordering Control Procedures (A)
- Gueridon Service Bar (A)
- Supervisions (S)
- Training (S)
- Advanced Cuisine Knowledge (A)
- Advanced Wine Knowledge (A)

#### **S4.1.3 Food and Beverage Attendant Grade 5**

Completion of a waiting apprenticeship or the standard required for Food and Beverage Attendant Grade 3 plus:

- Advanced Interpersonal Skills (A)
- Sales and Marketing (A)
- Patron Care (A)
- Advanced Cuisine Knowledge (A)
- Advanced Wine Knowledge (A)
- Gueridon Cooking and Carving (optional) (A)
- Silver Service (A)
- Gueridon Service General (Food) (A)
- Completion of Trade Test or equivalent

#### **S4.1.4 Food and Beverage Supervisor**

The standard required for Food and Beverage Attendant Grade 4 or 5 plus:

- Administration (S)
- Administration - Food and Beverage (S)
- Staffing (S)
- Supervision (S)
- Training (S)
- Ordering Control Procedures (A)

### **CLAUSE S4.2 KITCHEN**

#### **S4.2.1 Kitchen Attendant Grade 2**

The standard required for Kitchen Attendant Grade 2 plus:

- Introduction to the Kitchen (I)
- Occupational Hygiene (I)
- The Hospitality Sector (I)
- Basic Interpersonal Skills (I)
- Occupational Safety and Security (I)
- Hospitality Law (I)
- Choice of 3 of the following:
  - Receiving (B)
  - Cleaning (B)
  - Mise-en-place and Food Preparation (CC)
  - Basic Food Presentation (B)
  - One to One Job Instruction (B)
  - Supervision (S)

#### **S4.2.2 Kitchen Attendant Grade 3**

The standard required for Kitchen Attendant Grade 2 plus:

- Advanced Interpersonal Skills(A)
- Training (S)
- Administration - General (S)
- Supervision (S)

#### **S4.2.3 Cook Grade 2**

The standard required for Kitchen Attendant Grade 2 plus:

- Principles and Methods of Cookery (CC)
- Mise-en-place and Basic Preparation (CC)
- Salads, HORS D'OEUVRE, Canapes and Sandwiches (CC)

#### **S4.2.4 Cook Grade 3**

The standard required for Cook Grade 2 plus:

- Stocks, Sauces and Soups (CC)
- Vegetables, Potatoes, Rice, Eggs and Farinaceous (CC)
- Poultry and Game Preparation and Cookery (CC)
- Fish and Shellfish Preparation and Cookery (CC)
- Pork, Lamb, Beef and Veal Butchery and Cookery (CC)
- Hot and Cold Sweets and Desserts (CC)
- Restaurant Operations (CC)

#### **S4.2.5 Cook (Tradesperson) Grade 4**

Completion of a cooking apprenticeship or a full Commercial Cookery Certificate and completion of a trade test or equivalent or the standard required for Cook Grade 3 plus:

- Pastries, Cakes and Yeast Goods (CC)
- A La Carte and Table d'Hote Operations (CC)
- Buffet and Larder Work (CC)
- Kitchen Equipment (CC)
- Commodities (CC)
- Food Costing and Catering Control (CC)
- Menu Planning (CC)
- Food Science (Chemistry-Preservation-Nutrition) (CC)
- Elective Module
- Completion of a Trade Test or equivalent

### **CLAUSE S4.3 GUEST SERVICE**

#### **S4.3.1 Guest Service Grade 3**

The standard required for Guest Service Grade 3

One of the following options:

Option 1

- The Hospitality Sector (I)
- Basic Interpersonal Skills (I)
- Occupational Safety and Security (I)
- Customer Relations (I)
- Hospitality Law and Industrial Relations (I)
- Guest Relations (B)
- Supervisions (S)
- Training (S)
- Advanced Interpersonal Skills(A)
- Sales and Marketing (A)

Option 2

- Basic Tailoring (B)

Option 3

Completion of a Traineeship in dry cleaning

Option 4 (Housekeeping)

- The Hospitality Sector (I)
- Basic Interpersonal Skills (I)
- Occupational Safety and Security (I)
- Customer Relations (I)
- Hospitality Law and Industrial Relations (I)
- Guest Relations (B)
- Housekeeping (I)
- Guest Relations (B)
- Housekeeping (I)
- Occupational Hygiene (I)
- General Cleaning Procedure (B)
- Servicing Bedrooms (B)
- Servicing Bathrooms (B)
- Supervision (S)
- Training (S)
- Advanced Interpersonal Skills (A)
- Sales and Marketing (A)

Option 5

The standard required for Food and Beverage Attendant Grade 3 plus:

- Valet

**S4.3.2 Guest Service Grade 4**

The standard required for Guest Service Grade 3 plus:

- Supervision (S)
- Training (S)
- Advanced Interpersonal Skills (A)
- Sales and Marketing (A)

**S4.3.3 Guest Service Grade 5**

One of the following options:

Option 1

- Completion of an apprenticeship in dry cleaning or tailoring

Option 2

The standard required for Food and Beverage Attendant Grade 5 plus:

- Valet

Guest Service Supervisor

The standard required for Guest Service Grade 4 plus:

- Administration - General (S)
- Staffing (S)
- Administration: Housekeeping (S)

## **CLAUSE S4.4 GENERAL**

### **S4.4.1 Storeperson Grade 3**

- Occupational Safety and Security (I)
- Occupational Hygiene (I)
- Basic Interpersonal Skills (I)
- Receiving
- Basic Accounting Practices (B) Supervision (S)
- One to One Job Instruction
- Ordering Control Procedures (A)
- Advanced Interpersonal Skills (A)

### **S4.4.2 Forklift Driver**

The standard required in accordance with State regulations.

## **CLAUSE S4.5 MODULES CODES**

12

I - Introductory

B - Basic

A - Advanced Skills

S - Supervisory

CC - Common Core Curriculum for Apprenticeship

AC - National Modules in the Advanced Certificate in Hospitality

## SCHEDULE 5 - SUPPORTED WAGE PROVISIONS

UPDATE 01:072023 1<sup>st</sup> pp on or after

### CLAUSE S5.1 DEFINITIONS

This Schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Award. In the context of this Schedule, the following definitions will apply:

**Accredited Assessor** means a person accredited by the management unit established by the Commonwealth under the **Supported Wage System** to perform assessments of an individual's productive capacity within the **Supported Wage System**.

**Assessment Instrument** means the form provided for under the **Supported Wage System** that records the assessment of the productive capacity of the person to be employed under the **Supported Wage System**.

**Disability Support Pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.

**Supported Wage System** means the Commonwealth Government System to promote employment for people who cannot work at full Award wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Process".

### CLAUSE S5.2 ELIGIBILITY CRITERIA

- S5.2.1 Employees covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity, and who meet the impairment criteria for receipt of a **Disability Support Pension**.
- S5.2.2 This Schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Award relating to the rehabilitation of employees who are injured in the course of their current employment.
- S5.2.3 This Schedule does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the **Disability Services Act 1986** (as amended) and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a **Disability Support Pension**, in accordance with the requirements of the **Disability Services Act 1986** (as amended) and the Standards contained therein, as amended from time to time.

### CLAUSE S5.3 SUPPORTED WAGE RATES

- S5.3.1 Employees to whom this Schedule applies will be paid the applicable percentage of the minimum rate of pay prescribed by this Award for the class of work which the person is performing according to the following schedule:

<i>Assessed capacity (clause S5.4)</i>	<i>% of prescribed Award rates</i>
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

S5.3.2 Provided that the minimum amount payable will not be less than \$103.17 per week.

S5.3.3 Where a person's assessed capacity is 10% they will receive a high degree of assistance and support.

#### **CLAUSE S5.4 ASSESSMENT OF CAPACITY**

For the purpose of establishing the percentage of the Award rate to be paid to an employee under this Award, the productive capacity of the employee will be assessed in accordance with the **Supported Wage System** and documented in an **assessment instrument** by either:

- S5.4.1 the employer and a Union party to the Award, in consultation with the employee or, if desired by any of these;
- S5.4.2 the employer and an **accredited assessor** acceptable to the employee and the employee's advisers and to the employer.

#### **CLAUSE S5.5 LODGEMENT OF ASSESSMENT INSTRUMENT**

- S5.5.1 All **assessment instruments** under the conditions of this Schedule, including the appropriate percentage of the Award wage to be paid to the employee, will be lodged by the employer with the Registrar of the South Australian Employment Tribunal.
- S5.5.2 All **assessment instruments** will be agreed and signed by the parties to the assessment, provided that where a Union which is party to the Award, is not a party to the assessment, it will be referred by the Registrar to the Union by certified mail and will take effect unless an objection is notified to the Registrar within 10 working days.

#### **CLAUSE S5.6 REVIEW OF ASSESSMENT**

The assessment of the applicable percentage should be subject to annual review, or earlier on the basis of a reasonable request for such a review. The process of review will be in accordance with the procedures for assessing capacity under the **Supported Wage System**.

## **CLAUSE S5.7 OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

Where an assessment has been made, the applicable percentage will apply to the wage rate only. Employees covered by the provisions of this Schedule will be entitled to the same terms and conditions of employment as all other workers covered by this Award paid on a pro rata basis.

## **CLAUSE S5.8 WORKPLACE ADJUSTMENT**

An employer wishing to employ a person under the provisions of this Schedule will take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation, in consultation with other workers in the area.

## **CLAUSE S5.9 TRIAL PERIOD**

- S5.9.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- S5.9.2 During the trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.
- S5.9.3 The minimum amount payable to the employee during the trial period will not be less than \$103.17 per week.
- S5.9.4 Work trials should include induction or training, as appropriate, to the job being trialed.
- S5.9.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment must be entered into based on the outcome of assessment under clause S5.4.

## SCHEDULE 6 - TRAINING WAGE ARRANGEMENTS

UPDATE 01:07:2023 1<sup>st</sup> pp on or after

### CLAUSE S6.1 TITLE

This Schedule shall be known as the SA Public Sector Hotels Adelaide Entertainments Corporation Award Training Wage Arrangements Schedule.

### CLAUSE S6.2 ARRANGEMENT

*Clause No. Title*

S6.1	Title
S6.2	Arrangement
S6.3	Application
S6.4	Period of operation
S6.5	Definitions
S6.6	Training conditions
S6.7	Employment conditions
S6.8	Wages
S6.9	Disputes settling procedures
S6.10	Dispute settlement over traineeship schemes
S6.11	Part-time traineeships

Sect. A Allocation of traineeships to wage Levels

Sect. B Traineeship schemes excluded from this Award

### CLAUSE S6.3 APPLICATION

S6.3.1 This Schedule shall apply to persons:

- (a) who are undertaking a **Traineeship** (as defined); and
- (b) whose employment is, or otherwise would be, covered by the Award.

S6.3.2 This Schedule does not apply to the apprenticeship system or any training programme, which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.

This Schedule only applies to AQF IV **Traineeships** when the AQF III **Traineeship** in the **Training Package** is listed in Section A. Further, this Schedule also does not apply to any certificate IV training qualification that is an extension of the competencies acquired under a certificate III qualification, which is excluded from this Schedule due to the operation of this clause S6.3.2.

S6.3.3 At the conclusion of the **Traineeship**, this Schedule ceases to apply to the employment of the **Trainee** and the Award shall apply to the former **Trainee**.

S6.3.4 Nothing in this Schedule shall be taken to replace the prescription of training requirements in the Award.

### CLAUSE S6.4 PERIOD OF OPERATION

This Schedule shall operate from the first pay period commencing on or after 1 July 2023.

## CLAUSE S6.5 DEFINITIONS

- S6.5.1 **Act** means the *Training and Skills Development Act 2008* or any successor legislation.
- S6.5.2 **Adult Trainee** means for the purpose of this Schedule a **Trainee** who would qualify for the highest wage rate in Wage Level A, B or C if covered by that wage level.
- S6.5.3 **Approved Training** means that training which is specified in the **Training Plan**, which is part of the **Training Agreement**, which is registered with the **T&SC**. It includes training undertaken both on and off-the-job in a **Traineeship** and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a National **Training Package** or a **Traineeship Scheme** and leads to a qualification under the Australian Qualification Framework.
- S6.5.4 **T&SC** means the Training and Skills Commission under the **Act**.
- S6.5.5 **Award** means the SA Public Sector Hotels Adelaide Entertainments Corporation Award.
- S6.5.6 **Trainee** is an individual who is a signatory to a **Training Agreement** registered with the **T&SC** and is involved in paid work and structured training, which may be on or off the job. **Trainee** does not include an individual who already has the competencies to which the **Traineeship** is directed.
- S6.5.7 **Traineeship** means a system of training which has been approved by the **T&SC**, which meets the requirements of a National **Training Package** developed by a National Industry Training Advisory Board and endorsed by the National Training Quality Council, which leads to an Australian Qualifications Framework qualification specified by that National **Training Package**, and includes full-time **Traineeships** and part-time **Traineeships** including school-based **Traineeships**.
- S6.5.8 **Training Agreement** means a Contract of Training for a **Traineeship** made between the employer and a **Trainee**, which is registered with the **T&SC**.
- S6.5.9 **Training Package** means the competency standards, assessment guidelines and Australian Qualifications Framework qualification endorsed for an industry or enterprise by the National Training Quality Council and placed on the National Training Information Service with the approval of Commonwealth and State Ministers responsible for vocational education and training.
- S6.5.10 **Training Plan** means a programme of training which forms part of a **Training Agreement** registered with the **T&SC**.
- S6.5.11 **Traineeship Scheme** means an approved **Traineeship** applicable to a group or class of employees or to an industry or sector of an industry or an enterprise, which has been approved by the **T&SC**.
- S6.5.12 **Tribunal** means the South Australian Employment Tribunal.
- S6.5.13 **Year 10** - for the purposes of this Schedule, any person leaving school before completing Year 10 shall be deemed to have completed Year 10.

## CLAUSE S6.6 TRAINING CONDITIONS

- S6.6.1 The **Trainee** shall attend an **Approved Training** course or **Training Program** prescribed in the **Training Agreement** or as notified to the trainee by the **T&SC** in accredited and relevant **Training Schemes**.

- S6.6.2 Employment as a **Trainee** under this Schedule shall not commence until the relevant **Training Agreement**, made in accordance with a **Training Scheme**, has been signed by the employer and the **Trainee** and lodged for registration with the **T&SC**, provided that if the **Training Agreement** is not in a standard format, employment as a **Trainee** shall not commence until the **Training Agreement** has been registered with the **T&SC**. The employer shall ensure that the **Trainee** is permitted to attend the training course or program provided for in the **Training Agreement** and shall ensure that the **Trainee** receives the appropriate on-the-job training.
- S6.6.3 The employer shall provide a level of supervision in accordance with the **Traineeship Agreement** during the **Traineeship** period.
- S6.6.4 The provisions of the **Act** dealing with the monitoring by officers of the **T&SC** and the use of training records or work books as part of this monitoring process shall apply to **Traineeships** under this Schedule.

#### CLAUSE S6.7 EMPLOYMENT CONDITIONS

- S6.7.1 A full-time **Trainee** shall be engaged for a maximum of one year's duration, except in respect of AQF III and AQF IV **Traineeships** which may extend up to two years full-time, provided that a **Trainee** shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer. By agreement in writing, and with the consent of the **T&SC**, the Employer and the **Trainee** may vary the duration of the **Traineeship** and the extent of **Approved Training** provided that any agreement to vary is in accordance with the relevant **Traineeship Scheme**. A part-time **Trainee** shall be engaged in accordance with the provisions of Clause S5.11 Part-Time Traineeships, of this Schedule.
- S6.7.2 Where the **Trainee** completes the qualification in the **Training Agreement** earlier than the time specified in the **Training Agreement**, then the **Traineeship** may be concluded by mutual agreement.
- S6.7.3 Termination of employment of **Trainees** is dealt with in the **Training Agreement**, or the **Act**. An employer initiating such action shall give written notice to the **Trainee** at the time the action is commenced and to the **T&SC** in accordance with the **Act**.
- S6.7.4 The **Trainee** shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the **Approved Training**.
- S6.7.5 Where the employment of a **Trainee** by the employer is continued after the completion of the **Traineeship** period, such **Traineeship** period shall be counted as service for the purposes of the Award or any other legislative entitlements.
- S6.7.6 **Trainees working overtime**
- S6.7.6.1 Reasonable overtime may be worked by the **Trainee** provided that it does not affect the successful completion of the **Approved Training**.
- S6.7.6.2 No **Trainee** shall work overtime or shiftwork on their own unless consistent with the provisions of the Award.
- S6.7.6.3 No **Trainee** shall work shiftwork unless the shiftwork makes satisfactory provision for **Approved Training**. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork **Trainees**.

S6.7.6.4 The **Trainee** wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by the Award, unless the Award makes specific provision for a **Trainee** to be paid at a higher rate, or the employer and **Trainee** agree in writing that a **Trainee** will be paid at a higher rate, in which case the higher rate shall apply.

S6.7.7 All other terms and conditions of the Award that are applicable to the **Trainee** or would be applicable to the **Trainee** but for this Schedule shall apply unless specifically varied by this Schedule.

S6.7.8 A **Trainee** who fails to either complete the **Traineeship**, or who cannot for any reason be placed in full-time employment with the employer on successful completion of the **Traineeship**, shall not be entitled to any severance payments payable pursuant to termination, change and redundancy provisions of the Award.

Note: It is not intended that existing employees shall be displaced from employment by **Trainees**.

### CLAUSE S6.8 WAGES

S6.8.1 The weekly wage payable to full-time **Trainees** shall be provided in S6.8.4, S6.8.5 and S6.8.6 of this Schedule and in accordance with Clause S6.7 Employment Conditions.

S6.8.2 These wage rates will only apply to **Trainees** while they are undertaking an **Approved Traineeship**, which includes **Approved Training** as defined in this Schedule.

S6.8.3 The wage rates prescribed by this clause do not apply to complete trade level training, which is covered by the Apprenticeship system.

#### S6.8.4 **Wage Level A**

Where the **Accredited Training** course and work performed are for the purpose of generating skills, which have been defined for work at Wage Level A.

	<i>Highest year of schooling completed</i>		
	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	319.00 (50%) 369.00 (33%) 405.00	396.00 (33%) 445.00 (25%) 445.00	533.00
Plus 1 year <b>out of school</b>	445.00	533.00	617.00
Plus 2 years <b>out of school</b>	533.00	617.00	721.00
Plus 3 years <b>out of school</b>	617.00	721.00	825.00
Plus 4 years <b>out of school</b>	721.00	825.00	
Plus 5 or more years	825.00		

**S6.8.5 Wage Level B**

Where the **Accredited Training** course and work performed are for the purpose of generating skills, which have been defined for work at Wage Level B.

	<i>Highest year of schooling completed</i>		
	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	319.00 (50%)* 369.00 (33%) 405.00	396.00 (33%) 445.00 (25%) 445.00	515.00
Plus 1 year <b>out of school</b>	445.00	515.00	595.00
Plus 2 years <b>out of school</b>	515.00	595.00	695.00
Plus 3 years <b>out of school</b>	595.00	695.00	793.00
Plus 4 years <b>out of school</b>	695.00	793.00	
Plus 5 or more years	793.00		

**S6.8.6 Wage Level C**

Where the **Accredited Training** course and work performed are for the purpose of generating skills, which have been defined for work at Wage Level C.

	<i>Highest year of schooling completed</i>		
	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	319.00 (50%)* 369.00 (33%) 405.00	396.00 (33%) 445.00 (25%) 445.00	515.00
Plus 1 year <b>out of school</b>	445.00	515.00	580.00
Plus 2 years <b>out of school</b>	515.00	580.00	651.00
Plus 3 years <b>out of school</b>	580.00	651.00	723.00
Plus 4 years <b>out of school</b>	651.00	723.00	
Plus 5 or more years	723.00		

**S6.8.7 School Based Traineeships**

	<i>Year of Schooling</i>	
	<i>Year 11</i>	<i>Year 12</i>
	\$	\$
School based <b>Traineeships</b> in Wage Levels A, B and C	405.00	445.00

\*Figures in brackets indicate the average proportion of time spent in **Approved Training** to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training, which has been taken into account in setting the rate, is 20 per cent.

**S6.8.8 Wage rates for Certificate IV Traineeships**

S6.8.8.1 **Trainees** undertaking an AQF IV **Traineeship** shall receive the relevant weekly wage rate for AQF III **Trainees** at Wage Levels A, B or C as applicable with the addition of 3.8 per cent of that wage rate.

S6.8.8.2 An **Adult Trainee** who is undertaking a **Traineeship** for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

<i>Wage Level</i>	<i>First year of Traineeship</i>	<i>Second year of Traineeship</i>
	\$	\$
Wage Level A	856.00	889.00
Wage Level B	823.00	854.00
Wage Level C	750.00	779.00

S6.8.9 Where a person was employed by the employer under the Award immediately prior to becoming an **Adult Trainee** with the employer, such person shall not suffer a reduction in the rate of pay by virtue of becoming a **Trainee**.

S6.8.10 Where a **Traineeship** is converted from an AQF II to an AQF III **Traineeship**, or from an AQF III to an AQF IV **Traineeship**, the **Trainee** shall move to the next higher rate provided in this Schedule, if a higher rate is provided for that new AQF level.

S6.8.11 Section A sets out the Wage Level of a **Traineeship**.

S6.8.12 For the purposes of this provision, **out of school** shall refer only to periods out of school beyond **Year 10**, and shall be deemed to:

S4.8.12.1 Include any period of schooling beyond **Year 10**, which was not part of nor contributed to a completed year of schooling;

S6.8.12.2 Include any period during which a **Trainee** repeats in whole or part of a year of schooling beyond **Year 10**;

S6.8.12.3 Not include any period during a calendar year in which a year of schooling is completed; and

S6.8.12.4 Have effect on an anniversary date being January 1 in each year.

S6.8.13 Despite any other clause in this Schedule, **Trainees** may not be employed under this Schedule under the **Traineeship Schemes** and in the areas of employment listed in Section B.

## CLAUSE S6.9 DISPUTE SETTLING PROCEDURES

For matters not dealt with in accordance with the **Act**, the procedures to avoid industrial disputation contained in the Award will apply to **Trainees**.

## CLAUSE S6.10 DISPUTE SETTLEMENT OVER TRAINEESHIP SCHEMES

S6.10.1 A party may initiate this procedure when that party wishes to argue that this Schedule should not provide for employment under a particular **Traineeship Scheme** despite the allocation of the scheme to a Wage Level by Section A.

S6.10.2 The party shall:

S6.10.2.1 Notify the relevant parties of an intention to dispute the particular **Traineeship Scheme**, identifying the scheme.

S6.10.2.2 Request the parties with an interest in the scheme to meet with them at a mutually agreed location.

S6.10.2.3 If agreement cannot be reached the matter may be referred to the **Tribunal**.

S6.10.2.4 If agreement is not reached during conciliation then an application may be made to include the **traineeship** scheme in Section B.

### CLAUSE S6.11 PART-TIME TRAINEESHIPS

S6.11.1 This clause shall apply to **Trainees** who undertake a **Traineeship** on a part-time basis by working less than full-time hours and by undertaking the **Approved Training** at the same or lesser training time than a full-time **Trainee**.

S6.11.1.1 A part-time **Trainee** (other than a school-based **Trainee**) will be engaged to work for no less than a minimum average of 15 hours per week.

S6.11.1.2 A part-time school-based **Trainee** may be engaged to work less hours than the minimum hours prescribed by this Schedule and the Award provided that the **Trainee** remains enrolled in compulsory education.

#### S6.11.2 Wages

S6.11.2.1 The tables set out below are the hourly rates of pay where the training is either fully off-the-job or where 20% of time is spent in **Approved Training**. These rates are derived from a 38 hour week.

Table 1: Trainees who have left school (\$ per hour)

Wage Level A	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	\$	\$	\$
School Leaver	13.32	14.64	17.53
Plus 1 year <b>out of school</b>	14.64	17.53	20.30
Plus 2 years <b>out of school</b>	17.53	20.30	23.72
Plus 3 years <b>out of school</b>	20.30	23.72	27.14
Plus 4 years <b>out of school</b>	23.72	27.14	
Plus 5 or more years	27.14		
Wage Level B	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	\$	\$	\$
School Leaver	13.32	14.64	16.94
Plus 1 year <b>out of school</b>	14.64	16.94	19.57
Plus 2 years <b>out of school</b>	16.94	19.57	22.86
Plus 3 years <b>out of school</b>	19.57	22.86	26.09
Plus 4 years <b>out of school</b>	22.86	26.09	
Plus 5 or more years	26.09		
Wage Level C	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	\$	\$	\$
School Leaver	13.32	14.64	16.94
Plus 1 year <b>out of school</b>	14.64	16.94	19.08
Plus 2 years <b>out of school</b>	16.94	19.08	21.41
Plus 3 years <b>out of school</b>	19.08	21.41	23.78
Plus 4 years <b>out of school</b>	21.41	23.78	
Plus 5 or more years	23.78		

Table 2: School based Traineeships (\$ per hour)

	<i>Year of schooling</i>	
	<i>Year 11</i>	<i>Year 12</i>
	\$	\$
Wage Levels A, B and C	13.32	14.64
20% loading [S6.11.6.2]	15.98	17.57

Table 3: Wage rates for part-time Certificate IV Traineeships (\$ per hour):

**Trainees** undertaking a part-time AQF IV **traineeship** shall receive the relevant hourly rate for AQF III trainees at Wage Levels A, B or C as applicable under Table 1 or 2 with the addition of 3.8 per cent of that wage rate.

An adult **trainee** (as defined) who is undertaking a part-time **traineeship** for an AQF IV qualification shall receive the following hourly rate as applicable based on the allocation of AQF III qualifications:

<i>Wage Level</i>	<i>First year of traineeship</i>	<i>Second year of traineeship</i>
	\$	\$
Wage Level A	28.16	29.23
Wage Level B	27.07	28.10
Wage Level C	24.67	25.61

S6.11.3 The hours for which payment shall be made are determined as follows:

S6.11.3.1 Where the **Approved Training** for a **Traineeship** (including a school based **Traineeship**) is provided off-the-job by a registered training organisation, for example at school or at TAFE, these rates shall apply only to the total hours worked by the part-time **Trainee** on-the-job.

S6.11.3.2 Where the **Approved Training** is undertaken solely on-the-job and the average proportion of time to be spent in **Approved Training** is 20% (i.e. the same as for the equivalent full-time **Traineeship**), then the total hours on-the-job shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

S6.11.3.3 Where the **Approved Training** is partly on-the-job and partly off-the-job and the average proportion of time to be spent in **Approved Training** is 20% (ie the same as for the equivalent full-time **Traineeship**), then the total of all hours spent in work and training shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

Note: As noted in clause S6.8, 20 per cent is the average proportion of time spent in **Approved Training**, which has been taken into account in setting the wage rates for most full-time **Traineeships**.

S6.11.3.4 Where a person was employed part-time by an employer under this Award immediately prior to becoming a part-time adult **trainee** with that employer, such person shall not suffer a reduction in the hourly rate of pay by virtue of becoming a **trainee**.

S6.11.3.5 Where the normal full-time weekly hours are not 38 the appropriate hourly rate may be obtained by multiplying the rate in the table by 38 and then dividing by the normal full-time hours.

#### S6.11.4 General formula

S6.11.4.1 For **Traineeships** not covered by S6.11.2.1, the following formula for calculation of wage rates shall apply:

The wage rate shall be pro-rata the full-time rates based on variation in the amount of training and/or the amount of work over the period of the **Traineeship**, which may also be varied on the basis of the following formula:

$$\text{Full-time wage rate} \times \frac{\text{Trainee hours} - \text{average weekly training time}}{30.4^*}$$

\* Note: 30.4 in the above formula represents 38 ordinary full-time hours less the average training time for full-time **Trainees** (ie 20%). A pro-rata adjustment will need to be made in the case where the Award specifies different ordinary full-time hours: for example where the ordinary weekly hours are 40, 30.4 will be replaced by 32.

- (a) **Full-time wage rate** means the appropriate rate as set out in S6.8.4, S6.8.5, S6.8.6 and S6.8.7 of this Schedule.
- (b) **Trainee hours** shall be the hours worked per week including the time spent in **Approved Training**.
- (c) **Average weekly training time** is based upon the length of the **Traineeship** specified in the **Traineeship Agreement** or **Training Agreement** as follows:

$$\frac{7.6 \times 12}{\text{Length of the } \textbf{Traineeship} \text{ in months}}$$

Note 1: 7.6 in the above formula represents the **average weekly training time** for a full-time **Trainee** whose ordinary hours are 38 per week. A pro-rata adjustment will need to be made in the case where the Award specifies different ordinary time hours for example, where the ordinary weekly hours are 40, 7.6 will be replaced by 8.

Note 2: The parties note that the **Training Agreement** will require a **Trainee** to be employed for sufficient hours to complete all requirements of the **Traineeship**, including the on the job work experience and demonstration of competencies. The parties also note that this would result in the equivalent of a full day's on the job work per week.

#### S6.11.5 Example of the calculation for the wage rate for a part-time traineeship

A school student commences a **Traineeship** in year 11. The ordinary hours of work in the Award are 38. The **Training Agreement** specifies two years (24 months) as the length of the **Traineeship**.

**Average weekly training time** is therefore  $7.6 \times 12/24 = 3.8$  hours.

**Trainee hours** totals 15 hours; these are made up of 11 hours work which is worked over two days of the week plus 1-1/2 hours on the job training plus 2-1/2 hours off the job **Approved Training** at school and at TAFE.

So the wage rate in year 11 is:

$$\frac{\$405.00 \times 15 - 3.8}{30.4} = \$149.21 \text{ (plus any applicable penalty rates under the Award)}$$

The wage rate varies when the student completes year 11 and passes the anniversary date of 1 January the following year to begin year 12 and/or if **trainee hours** changes.

#### S6.11.6 Employment conditions for all part-time trainees

S6.11.6.1 A part-time **Trainee** shall receive, on a pro-rata basis, all employment conditions applicable to a full-time **Trainee**. All the provisions of the Award shall apply to part-time **Trainees** except as specified in this Schedule.

S6.11.6.2 However, a **Trainee** undertaking a school based **Traineeship** may, with the agreement of the **Trainee**, be paid an additional loading 20 per cent on all ordinary hours in lieu of annual leave, sick leave, personal leave and public holidays. Notwithstanding this, where a **Trainee** is called upon to work on a public holiday the provisions of the Award shall apply.

S6.11.6.3 A part-time **Trainee** may, by agreement, transfer from a part-time to a full-time **Traineeship** position should one become available.

S6.11.6.4 The minimum engagement periods specified in the Award shall also be applicable to part-time **Trainees**.

### SECTION A

#### Allocation of Traineeships to Wage Levels

##### New Training Package Titles

Wage Levels that apply to Certificates under Training Packages

##### Wage Level A

<i>Training package</i>	<i>Certificate level</i>
Administration	I
	II
	III
Assessment and Workplace Training	III
Food Processing Industry	III
Hospitality Industry	III

##### Wage Level B

<i>Training package</i>	<i>Certificate level</i>
Food Processing Industry	I
	II
Hospitality Industry	I
	II

### SECTION B

#### Traineeship schemes excluded from this Award

Nil

## **SCHEDULE 7 - CONVERSION OF CASUAL EMPLOYMENT TO FULL-TIME OR REGULAR PART-TIME EMPLOYMENT**

OPDATE 01:10:2019 on and from

S7.1.1 This Schedule only applies to a **regular casual employee**.

S7.1.2 A **regular casual employee** means a casual employee whose employment is consistent with full-time or part-time employment as defined in clauses 6.1 or 6.2, and 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.

S7.2 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 Schedule) to have the employee's contract of employment converted to full-time or regular part-time employment.

S7.2.1 An employee who has worked at the rate of an average of 38 or more hours a week in the preceding period of 12 months casual employment may elect to have the employee's employment converted to full-time employment.

S7.2.2 An employee who has worked at the rate of an average less than 38 hours a week in the preceding period of 12 months casual employment may elect to have the employee's employment converted to regular part-time employment.

S7.2.3 Where a **regular casual employee** seeks to convert to full-time or regular part-time employment, the employer may consent or, on reasonable grounds only, refuse the election. In considering a request from a casual employee to convert to full-time or regular part-time employment the employer may have regard to any of the following factors:

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

S7.3 Where it is agreed that a **regular casual employee** will have the employee's employment converted to full-time or regular part-time employment as provided for in this schedule, the employer and employee must discuss and agree upon:

S7.3.1 To which form of employment the employee will convert - that is, full-time or regular part-time employment; and

S7.3.2 If it is agreed that the employee will become a regular part-time employee, the matters referred to in clauses 4.1, 6.2 and 6.4 of this Award.

S7.4 Where a **regular casual employee** is engaged for a 2 hour minimum shift pursuant to clause 4.2 of this Award, the employer and employee may agree that the employee will convert to regular part-time employment as provided for in this schedule for a minimum of 2 consecutive hours on any shift. However, nothing in this schedule requires an employer to convert a casual employee working 2 hour shifts to regular part-time employment.

S7.5 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.

- S7.6 Once a **regular casual employee** has converted to full-time or regular part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- S7.7 An employee must not be engaged and/or re-engaged (which includes a refusal to re-engage) to avoid any obligation under this Award.
- S7.8 Nothing in this Schedule obliges a casual employee to convert to full-time or regular part-time employment, nor permits an employer to require a casual employee to so convert.
- S7.9 Nothing in this Schedule requires an employer to convert the employment of a **regular casual employee** to full-time or regular part-time employment if the employee has not worked for 12 months or more in a particular establishment or in a particular classification stream.
- S7.10 Nothing in this Schedule requires an employer to increase the hours of a **regular casual employee** seeking conversion to full-time or regular part-time employment.
- S7.11 Any dispute about a refusal of an election to convert a contract of employment or about the matters referred to in Clause S7.2 of this Schedule must be dealt with in accordance with the provisions of Clause 3.3 Grievance Procedure.
- S7.12 Eligible employees who convert their employment under the provisions of this Schedule may do so from 1 July 2005. Service with the same employer prior to 1 July 2005 will be taken into account for the purposes of any such election. Any dispute arising about the application of this schedule between the date of this order and 1 July 2005 may be referred to the **Tribunal** for resolution.
- S7.13 Where an employee converts from casual employment to full-time employment or part-time employment under this Schedule, the employee's service for the purposes of leave entitlements (other than long service leave) will be calculated from the commencement of part-time or full-time employment.
- S7.14 When an employee converts from casual employment to full-time employment or part-time employment under this Schedule, the employee's service as a casual employee, with the same employer (including service prior to 1 July 2005) to the extent that employment was consistent with clause S7.1.2 shall constitute part of the period of continuous service pursuant to Clause 4.7 Termination of Employment and Clause 4.8 Redundancy, and be counted for the purposes of those clauses.

## APPLICATIONS FILED

<i>Case No</i>	<i>Description</i>
<b>5257/2013</b>	AWARD VARIATION Award varied. Cl 1.1 & Cl. 1.3 Title changed FROM SA Public Sector Hotels Adelaide Entertainments Corporation Award TO Hotels-Adelaide Entertainments Corporation and Staff Employed Under the Parliament (Joint Services) Act 1985-Award. Oupdate 17/05/2013.
<b>4395/2014</b>	AWARD VARIATION Award varied. Cl.5.5 Economic Incapacity Applications, Sch.1 Wages, Sch.3. Allowances, Sch.5 Supported Wage Provisions, Sch. 6 Training Wage Arrangements re SWC 2014. Oupdate ppc 01/07/2014.
<b>6391/2015</b>	AWARD VARIATION Award varied. Cl.5.5 Economic Incapacity Applications, Sch.1 Wages, Sch.3. Allowances, Sch.5 Supported Wage Provisions, Sch. 6 Training Wage Arrangements re SWC 2015. Oupdate ppc 01/07/2015.
<b>3235/2016</b>	AWARD VARIATION Award varied. Cl.5.5 Economic Incapacity Applications, Sch.1 Wages, Sch.3. Allowances, Sch.5 Supported Wage Provisions, Sch. 6 Training Wage Arrangements re SWC 2016. Oupdate ppc 01/07/2016.
<b>3382/2017</b>	AWARD VARIATION Award varied. Cl.5.5 Economic Incapacity Applications, Sch.1 Wages, Sch.3. Allowances, Sch.5 Supported Wage Provisions, Sch. 6 Training Wage Arrangements re SWC 2017. Oupdate ppc 01/07/2017.
<b>4323/2018</b>	AWARD VARIATION Award varied. Cl.5.5 Economic Incapacity Applications, Sch.1 Wages, Sch.3. Allowances, Sch.5 Supported Wage Provisions, Sch. 6 Training Wage Arrangements re SWC 2018. Oupdate ppc 01/07/2018.
<b>ET-19-01422</b>	AWARD VARIATION Award varied. Cl.5.5 Economic Incapacity Applications, Sch.1 Wages, Sch.3. Allowances, Sch.5 Supported Wage Provisions, Sch. 6 Training Wage Arrangements re SWC 2019. Oupdate ppc 01/07/2019.
<b>ET-19-00752</b>	S99 REVIEW OF AWARD Award varied. Cl. 1.2 Arrangement, Cl. 1.3 Scope and Locality of Award, Cl. 1.5 Definitions, Cl. 2.1 Enterprise Flexibility, Cl. 3.3 Grievance Procedure, Cl. 4.8 Redundancy, Cl. 4.9 Transmission, Cl. 4.10 Service Provisions (Termination, Change and Redundancy), Cl. 4.11 Anti-Discrimination, Cl. 5.5 Economic Incapacity Applications, Cl. 6.1 Full-Time Employee Hours, Cl. 7.1 Annual Leave, Cl. 7.2 Personal Leave – Injury and Sickness, Part 10 Occupational Health and Safety Matters, Equipment, Tools and Amenities, Cl. 10.2 Clothing, Cl. 10.3 Tools and Gear, Cl. 11.3 Right of Entry, Sch. 1 Wages (deletion of S1.1.3), Sch. 2 Classification and Career Structure (cl. S2.2 Kitchen), Sch. 5 Supported Wage Provisions (cl. S5.2 Eligibility Criteria, cl. S5.5 Lodgement of Assessment Information), Sch. 6 Training Wage Arrangements (cl. S6.5 Definition, cl. S6.10 Dispute Settlement Over Traineeship Schemes), Sch. 7 Conversion of Casual Employment to Full-Time or Regular Part-Time Employment. Oupdate 01/10/2019.

<i>Case No</i>	<i>Description</i>
<b>ET-21-00552</b>	AWARD VARIATION Award varied. Cl.5.5 Economic Incapacity Applications, Sch.1 Wages, Sch. 5 Supported Wage Provisions, Sch. 6 Training Wage Arrangements re SWC 2020 (wages). Oupdate ppc 01/07/2020.
<b>ET-21-00552</b>	AWARD VARIATION Award varied. Sch. 3 Allowances (3.1 Special Time Rates, 3.2 Broken Work, 3.3 First Aid) re SWC 2020 (allowances). Oupdate ppc 01/07/2020.
<b>ET-22-00821</b>	AWARD VARIATION Award varied. Cl.5.5 Economic Incapacity Applications, Sch.1 Wages, Sch.3. Allowances, Sch.5 Supported Wage Provisions, Sch. 6 Training Wage Arrangements re SWC 2021. Oupdate ppc 01/07/2021.
<b>ET-23-00803</b>	AWARD VARIATION Award varied. Cl.5.5 Economic Incapacity Applications, Sch.1 Wages, Sch.3. Allowances, Sch.5 Supported Wage Provisions, Sch. 6 Training Wage Arrangements re SWC 2022. Oupdate ppc 01/07/2022.
<b>ET-23-05990</b>	AWARD VARIATION Award varied. Cl.5.5 Economic Incapacity Applications, Sch.1 Wages, Sch.3. Allowances, Sch.5 Supported Wage Provisions, Sch. 6 Training Wage Arrangements re SWC 2023. Oupdate ppc 01/07/2023.