Restaurant Industry Award 2020

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 1 July 2025 (PR786538, PR786658 and PR786827).

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

18—Minimum rates

21—Allowances

24—Penalty rates

Schedule B—Summary of Hourly Rates of Pay

Schedule C—Summary of Monetary Allowances

Schedule E—Supported Wage System

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[Varied by PR720589, PR732377, PR742725, PR740708, PR746868, PR747479, PR750535, PR774848, PR778103]

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Part 1—Application and Operation of this Award

1. Title and commencement

[Varied by PR743467]

1.1 This is the *Restaurant Industry Award 2020.*

[1.2 varied by PR743467 ppc 11Jul22]

1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.

1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

2. Definitions

[Varied by PR733861, PR750535, PR774848, PR777355]

In this award:

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

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

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

appropriate level of training, in relation to an employee, means that the employee:

(a) has completed an appropriate training program that meets the training and assessment requirements of a qualification or one or more appropriate units of competency forming part of a training package; or

(b) has been assessed by a qualified skills assessor as having skills at least equivalent to those attained in an appropriate training program; or

(c) other than a Food and beverage attendant grade 2 as defined in Schedule A—Classification Structure and Definitions, as at 31 December 2009, had been doing the work of a particular classification for a period of at least 3 months.

NOTE 1: The minimum classification level for an employee who has completed AQF Certificate III or higher qualifications relevant to the classification in which they are employed and who makes use of skills and knowledge derived from Certificate III competencies relevant to the work undertaken is Level 4 specified in clause 18.1—Adult rates. Any dispute about an employee's entitlement to be paid at Level 4 must be dealt with in accordance with clause 34—Dispute resolution.

NOTE 2: In order for a Food and beverage attendant grade 2 to be classified at grade 3, the employee must have completed AQF Certificate II qualifications relevant to the grade 3 classification.

[Definition of **casual employee** inserted by PR733861 from 27Sep21; varied by PR777355 from 27Aug24]

casual employee has the meaning given by section 15A of the Act.

NOTE: Section 15A of the Act was amended with effect from 26 August 2024. Under clause 102(3) of Schedule 1 to the Act, an existing employee who was a casual employee of an employer under section 15A as it was immediately before that date is taken to be a casual employee of the employer for the purposes of section 15A after that date.

catering by a restaurant business means the provision by a restaurant of catering services for any social or business function where those services are incidental to the major business of the restaurant.

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

employee means a national system employee as defined by section 13 of the Act.

[Definition of **employee organisation** inserted by PR774848 from 01Jul24]

employee organisation has the meaning given by section 12 of Act.

employer means a national system employer as defined by section 14 of the Act.

[Definition of **enterprise** inserted by PR774848 from 01Jul24]

enterprise has the meaning given by section 12 of the Act.

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

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

Fair Work Regulations means the *Fair Work Regulations 2009* (Cth).

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

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

[Definition of **long term casual employee** deleted by PR733861 from 27Sep21]

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

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

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

(a) maximum weekly hours (Division 3);

(b) requests for flexible working arrangements (Division 4);

[Paragraph (ba) inserted by PR733861 ppc 27Sep21; substituted by PR777355 from 27Aug24]

(ba) casual employment (Division 4A);

(c) parental leave and related entitlements (Division 5);

(d) annual leave (Division 6);

[Paragraph (e) varied by PR750535 ppc 15Mar23]

(e) personal/carer's leave, compassionate leave and paid family and domestic violence leave (Division 7);

(f) community service leave (Division 8);

(g) long service leave (Division 9);

(h) public holidays (Division 10);

(i) notice of termination and redundancy pay (Division 11);

(j) Fair Work Information Statement (Division 12).

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

[Definition of **regular casual employee** inserted by PR733861 from 27Sep21]

regular casual employee has the meaning given by section 12 of the Act.

restaurant industry is defined in clause 4.2.

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

shiftworker, see clause 25.2 (Annual leave).

[Definition of **small business employer** inserted by PR774848 from 01Jul24]

small business employer has the meaning given by section 23 of the Act.

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

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

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

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

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

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

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

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

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

Table 4—Junior rates means the Table in clause 18.2(a).

Table 5—Junior apprentice—cooking trade minimum rates means the Table in clause 18.3(a).

Table 6—Four year apprenticeship (nominal term) means the Table in clause 18.3(b).

Table 7—Overtime rates means the Table in clause 23.4.

Table 8—Penalty rates means the Table in clause 24.2(c).

Table 9—Period of notice means the Table in clause 35.1(b).

training agreement means the apprenticeship training arrangement, however termed, relevant to the State and Territory apprenticeship legislation entered into by an apprentice and an employer.

[Definition of **workplace delegate** inserted by PR774848 from 01Jul24]

workplace delegate has the meaning given by section 350C(1) of the Act.

3. The National Employment Standards and this award

3.1 The National Employment Standards (NES) and this award contain the minimum conditions of employment for employees covered by this award.

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

3.3 The employer must ensure that copies of this award and of the NES are available to all employees to whom they apply, either on a notice board conveniently located at or near the workplace or through accessible electronic means.

4. Coverage

[Varied by PR743467]

4.1 This industry award covers, to the exclusion of any other modern award:

(a) employers in the restaurant industry throughout Australia; and

(b) employees (with a classification defined in Schedule A—Classification Structure and Definitions) of employers mentioned in clause 4.1(a).

4.2 In this award **restaurant industry** means restaurants, reception centres, night clubs, cafés or roadhouses and includes catering by a restaurant business and a tea room operated in, or in connection with, a restaurant business but does not include a restaurant operated in, or in connection with, premises owned or operated by an employer covered by any of the following awards:

(a) *Hospitality Industry (General) Award 2020*; or

[4.2(b) varied by PR743467 ppc 11Jul22]

(b) *Registered and Licensed Clubs Award 2020*; or

(c) *Fast Food Industry Award 2010*.

4.3 This industry award also covers:

(a) on-hire employees working in the restaurant industry (with a classification defined in Schedule A—Classification Structure and Definitions) and the on-hire employers of those employees; and

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

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

(a) employees excluded from award coverage by the Act; or

NOTE: See section 143(7) of the Act.

(b) employees covered by a modern enterprise award or an enterprise instrument or their employers; or

(c) employees covered by a State reference public sector modern award or a State reference public sector transitional award or their employers; or

(d) employers in the following industries or activities or their employees:

(i) contract caterers whose principal business activity is providing catering services or accommodation services on a contract or fee-for-service basis; and

(ii) retail industry; and

(iii) fast food industry; and

(iv) in-flight catering for airlines; and

(v) catering services provided by employers in the aged care industry; and

(vi) boarding schools and residential colleges; and

(vii) hospitals; and

(viii) orphanages; and

(ix) hotels, motels, hostels and boarding establishments; and

(x) clubs registered or recognised under State or Territory legislation; and

(xi) restaurants operated in or in connection with hotels, motels, hostels and boarding establishments, or clubs registered or recognised under State or Territory legislation.

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

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

5. Individual flexibility arrangements

5.1 Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:

(a) arrangements for when work is performed, excluding clause 16—Breaks; or

(b) overtime rates; or

(c) penalty rates; or

(d) allowances; or

(e) annual leave loading.

5.2 An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

5.3 An agreement may only be made after the individual employee has commenced employment with the employer.

5.4 An employer who wishes to initiate the making of an agreement must:

(a) give the employee a written proposal; and

(b) if the employer is aware that the employee has, or should reasonably be aware that the employee may have, limited understanding of written English, take

reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.

5.5 An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.

5.6 An agreement must do all of the following:

(a) state the names of the employer and the employee; and

(b) identify the award term, or award terms, the application of which is to be varied; and

(c) set out how the application of the award term, or each award term, is varied; and

(d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and

(e) state the date the agreement is to start.

5.7 An agreement must be:

(a) in writing; and

(b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

5.8 Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

5.9 The employer must keep the agreement as a time and wages record and give a copy to the employee.

5.10 The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.

5.11 An agreement may be terminated:

(a) at any time, by written agreement between the employer and the employee; or

(b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 of the Act then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the Act).

5.12 An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.

5.13 The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

6. Requests for flexible working arrangements

[6 substituted by PR763326 ppc 01Aug23]

Requests for flexible working arrangements are provided for in the NES.

NOTE: Disputes about requests for flexible working arrangements may be dealt with under clause 34—Dispute resolution and/or under section 65B of the Act.

7. Facilitative provisions

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

7.2 The following clauses have facilitative provisions:

Table 1—Facilitative provisions

Clause	Provision	Agreement between an employer and:
15.2(a)	Make-up time (introduction of system of make-up time)	the majority of employees
15.2(b)	Make-up time (agreement to take make-up time)	an individual employee
16.4	Agreement as to time of unpaid meal break	An individual employee
19.1	Payment of wages	an individual employee
19.2	Payment of wages	the majority of employees
23.5	Time off instead of payment for overtime	an individual employee
24.4(d)	Alternative payment for work on public holiday	an individual employee
25.8	Annual leave in advance	an individual employee
25.9	Cashing out of annual leave	an individual employee
30.2	Substitution of public holidays by agreement	an individual employee

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

Part 2—Types of Employment and Classifications

8. Types of employment

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

(a) a full-time employee; or

(b) a part-time employee; or

(c) a casual employee.

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

9. Full-time employees

An employee who is engaged to work an average of 38 ordinary hours per week over a period of no more than 4 weeks is a full-time employee.

10. Part-time employees

10.1 Classifications

An employer may employ a part-time employee in any classification defined in Schedule A—Classification Structure and Definitions.

10.2 Definition of part-time employee

A part-time employee is an employee who:

(a) is engaged to work at least 8 and fewer than 38 ordinary hours per week (or, if the employer operates a roster, an average of at least 8 and fewer than 38 hours per week over the roster cycle); and

(b) has reasonably predictable hours of work.

10.3 A part-time employee is entitled, on a proportionate basis, to the same pay and conditions as those of full-time employees who do the same kind of work.

10.4 Setting guaranteed hours and availability

At the time of engaging a part-time employee, the employer must agree in writing with the employee on all of the following:

(a) the number of hours of work which is guaranteed to be provided and paid to the employee each week or, where the employer operates a roster, the number of hours of work which is guaranteed to be provided and paid to the employee over the roster cycle (**the guaranteed hours**); and

(b) the days of the week on which, and the hours on those days during which, the employee is available to work the guaranteed hours (the **employee's availability**).

10.5 Any change to a part-time employee's guaranteed hours may only be made with the written consent of the employee.

10.6 Rostering

The employer may roster a part-time employee to work their guaranteed hours and any additional hours in accordance with clause 15.3—Rosters (full-time and part-time employees).

10.7 However, a part-time employee:

(a) must not be rostered to work any hours outside the employee's availability; and

(b) the employee must not be rostered to work in excess of 11.5 hours or fewer than 3 hours in a day; and

(c) must have 2 days off each week.

10.8 Increasing guaranteed hours to match regular work pattern

If a part-time employee has regularly worked a number of ordinary hours in excess of their guaranteed hours for at least 12 months, then they may request in writing that the employer agree to increase their guaranteed hours.

10.9 If the employer agrees to a request under clause 10.8, then the employer and the part-time employee must vary the agreement made under clause 10.4 to reflect the employee's new guaranteed hours. The variation must be recorded in writing before it occurs.

10.10 The employer may only refuse a request under clause 10.8 on reasonable business grounds. The employer must notify the part-time employee in writing of a refusal and the grounds for it.

10.11 Change in employee's circumstances that changes their availability

If there is a genuine and ongoing change in the part-time employee's personal circumstances, then they may alter the times they are available by giving 14 days' written notice of the alteration to the employer.

10.12 If the employer cannot reasonably accommodate the alteration to the part-time employee's availability under clause 10.11, then (regardless of clause 10.5):

(a) the part-time employee's guaranteed hours agreed under clause 10.4 cease to apply; and

(b) the employer and the part-time employee must agree a new set of guaranteed hours under clause 10.4.

10.13 Payment rates

(a) An employer must pay a part-time employee for ordinary hours worked in accordance with clause 18—Minimum rates.

(b) An employer must pay a part-time employee at the rates prescribed in clause 23.4—Overtime rate for all time worked in excess of:

(i) 38 hours per week (or, if the employee works in accordance with a roster, an average of 38 hours per week over the roster cycle); or

(ii) the maximum daily hours limitations specified in clause 15.1 (Ordinary hours of work); or

(iii) the employee's rostered hours.

10.14 Pre 1 January 2018 agreed pattern of work

A part-time employee who immediately before 1 January 2018 had a written agreement with their employer on a regular pattern of work is entitled to continue to be rostered in accordance with that agreement but may enter into a new written agreement under clause 10.4.

11. Casual employees

[Varied by PR733861, PR777355]

[11.1 deleted by PR733861 from 27Sep21]

[11.2 renumbered as 11.1 by PR733861 from 27Sep21]

11.1 An employer must pay a casual employee for each hour worked a loading of **25%** in addition to the minimum hourly rate otherwise applicable under clause 18—Minimum rates.

[11.3 renumbered as 11.2 by PR733861 from 27Sep21]

11.2 A casual employee may be engaged to work:

(a) a maximum of 12 hours per day or per shift;

(b) a maximum of 38 hours per week or, if the casual employee works in accordance with a roster, an average of 38 hours per week over the roster cycle (which may not exceed 4 weeks).

[11.4 renumbered as 11.3 by PR733861 from 27Sep21]

11.3 A casual employee must be engaged and paid for at least 2 consecutive hours of work on each occasion they are required to attend work.

[11.5 renumbered as 11.4 by PR733861 from 27Sep21]

11.4 An employer must pay a casual employee at the end of each engagement unless the employer and the employee have agreed that the pay period of the employee is either weekly or fortnightly.

[11.6 renumbered as 11.5 by PR733861 from 27Sep21]

11.5 An employer must pay a casual employee at the rates prescribed in clause 23.4—Overtime rate for all time worked in excess of the hours prescribed in clause 11.2.

11.6 Changes to casual employment status

[11.7 renumbered as 11.6 and renamed and substituted by PR733861; renamed and substituted by PR777355 from 27Aug24]

A pathway for employees to change from casual employment to full-time or part-time employment is provided for in the NES. See sections 66A to 66MA of the Act.

NOTE: Disputes about changes to casual employment status may be dealt with under sections 66M and 66MA of the Act and/or under clause 34—Dispute resolution.

12. Apprentices

12.1 An employer may engage apprentices.

12.2 Any engagement must be in accordance with the law regulating apprenticeships in force in the place in which the apprentice is engaged.

12.3 This award applies to an apprentice in the same way that it applies to an employee except as otherwise expressly provided by this award.

12.4 An employer must pay an apprentice in accordance with clauses 18.3—Junior apprentices—cooking trade, 18.4—Proficiency payments—cooking trade, 18.5—Adult apprentices—cooking trade.

12.5 An employer must not require an apprentice under the age of 18 to work overtime. However, such an apprentice may agree to work overtime if requested to do so.

12.6 Except in an emergency, an employer must not require an apprentice to work overtime or shiftwork at any time that would prevent their attendance at training in accordance with their training agreement.

12.7 Training

(a) An employer must release an apprentice from work to attend training or any assessment in accordance with their training agreement without loss of pay or continuity of employment.

(b) Subject to Schedule D—School-based Apprentices, time spent by an apprentice in attending training or any assessment in accordance with their training agreement is to be regarded as time worked for the employer for the purpose of calculating the apprentice's wages and determining the apprentice's employment conditions.

(c) An employer must reimburse an apprentice for all fees paid by the apprentice themselves to a registered training organisation (RTO) for courses that the apprentice is required to attend, and all costs incurred by the apprentice in purchasing textbooks (not provided or otherwise made available by the

employer) that the apprentice is required to study, for the purposes of the apprenticeship.

(d) The employer must make any reimbursement required under clause 12.7(c) by whichever of the following is the later:

(i) 6 months after the start of the apprenticeship; or

(ii) 6 months after the relevant stage of the apprenticeship; or

(iii) 3 months after the start of the training provided by the RTO.

(e) Reimbursement under clause 12.7(c) is subject to the employer being satisfied that the apprentice is making satisfactory progress in the apprenticeship.

12.8 Block release training

(a) Clause 12.8 applies to an apprentice who is required to attend block release training in accordance with their training agreement.

(b) If the training requires an overnight stay, the employer must pay for the reasonable travel costs incurred by the apprentice in travelling to and from the training.

(c) The employer is not obliged to pay costs under clause 12.8(b) if the apprentice could have attended training at a closer venue and attending the more distant training had not been agreed between the employer and the apprentice.

(d) Reasonable travel costs in clause 12.8(b) include:

(i) the total cost of reasonable transportation (including transportation of tools, where required) to and from the training; and

(ii) accommodation costs; and

(iii) reasonable expenses, including for meals, incurred which exceed those incurred in the normal course of travelling to and from the workplace.

(e) Reasonable costs in clause 12.8(b) do not include payment for travelling time or expenses incurred while not travelling to and from the block release training.

(f) The amount an employer must pay under clause 12.8(b) may be reduced by any amount that the apprentice has received, or was eligible to receive, for travel costs to attend block release training under a Government apprentice assistance scheme.

(g) The employer may only make a reduction under clause 12.8(f) for an amount that an apprentice was eligible to receive, but did not receive, if the employer advised the apprentice in writing of the availability of the assistance and the apprentice chose not to seek it.

12.9 Competency-based progression

(a) For the purpose of competency-based wage progression in clause 18.3 (Minimum rates) an apprentice will be paid at the relevant wage rate for the next stage of their apprenticeship if:

(i) competency has been achieved in the relevant proportion of the total units of competency specified in clause 18.3 (Minimum rates) for that stage of the apprenticeship. The units of competency which are included in the relevant proportion must be consistent with any requirements in the training plan; and

(ii) any requirements of the relevant State/Territory apprenticeship authority and any additional requirements of the relevant training package with respect to the demonstration of competency and any minimum necessary work experience requirements are met; and

(iii) either:

(A) the Registered Training Organisation (RTO), the employer and the apprentice agree that the abovementioned requirements have been met; or

(B) the employer has been provided with written advice that the RTO has assessed that the apprentice meets the abovementioned requirements in respect to all the relevant units of competency and the employer has not advised the RTO and the apprentice of any disagreement with that assessment within 21 days of receipt of the advice.

(b) If the employer disagrees with the assessment of the RTO referred to in clause 12.9(a)(iii)(B) above, and the dispute cannot be resolved by agreement between the RTO, the employer and the apprentice, the matter may be referred to the relevant State/Territory apprenticeship authority for determination. If the matter is not capable of being dealt with by such authority it may be dealt with in accordance with the dispute resolution clause in this award. For the avoidance of doubt, disputes concerning other apprenticeship progression provisions of this award may be dealt with in accordance with the dispute resolution clause.

(c) For the purposes of this clause, the training package containing the qualification specified in the contract of training for the apprenticeship, sets out the assessment requirements for the attainment of the units of competency that make up the qualification. The definition of "competency" utilised for the purpose of the training packages and for the purpose of this clause is the consistent application of knowledge and skill to the standard of performance required in the workplace. It embodies the ability to transfer and apply skills and knowledge to new situations and environments.

(d) The apprentice will be paid the wage rate referred to in clause 12.9(a) from the first full pay period to commence on or after the date on which an agreement or determination is reached in accordance with clause 12.9(a)(iii) or on a date as determined under the dispute resolution process in clause 12.9(b).

(e) If the apprentice disagrees with the assessment of the RTO referred to in clause 12.9(a), and the dispute cannot be resolved by agreement between the RTO, the employer and the apprentice, the apprentice may refer the matter to the relevant State/Territory apprenticeship authority for determination. If the matter is not capable of being dealt with by such authority it may be dealt with in accordance with the dispute resolution clause in this award. For the avoidance of doubt, disputes concerning other apprenticeship progression provisions of this award may be dealt with in accordance with the dispute resolution clause.

13. Junior employees

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

13.1 An employer may engage junior employees.

13.2 An employer must pay a junior employee in accordance with **Table 4—Junior rates**.

13.3 An employer must not require an employee under 18 years of age to work more than 10 hours in a shift.

13.4 Where the law permits, junior employees may work in a bar or other place where liquor is sold or dispensed.

13.5 Junior employees working as liquor service employees must be paid as an adult in accordance with **Table 3—Minimum rates** at the classification rate for the work being performed.

13.6 An employer may at any time demand that a junior employee produce a birth certificate or other satisfactory proof of age. If the employer demands a birth certificate, the employer must pay the cost of obtaining the certificate.

14. Classifications

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

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

Part 3—Hours of Work

15. Ordinary hours of work and rostering arrangements

NOTE: A full-time employee must work an average of 38 ordinary hours per week in a period of no more than 4 weeks. See clause 9—Full-time employees.

15.1 An arrangement for working ordinary hours must satisfy all of the following conditions:

(a) the minimum number of ordinary hours that may be worked by a full-time employee on any day is 6 (excluding meal breaks); and

(b) the maximum number of ordinary hours that may be worked on any day is 11.5 (excluding meal breaks); and

(c) an employee who is rostered to work more than 10 ordinary hours on more than 3 consecutive days is entitled to a break of at least 48 hours after the last consecutive day on which the employee works more than 10 ordinary hours; and

(d) the maximum number of days on which an employee may work more than 10 ordinary hours in a 4 week cycle is 8; and

(e) an employee (other than a casual employee) must have a minimum break of 10 hours between when the employee finishes ordinary hours on one day and starts ordinary hours on the next and a minimum break of 8 hours for a changeover of rosters; and

(f) an employee must have a minimum of 8 full days off work in a 4 week period; and

(g) the maximum spread of hours for an employee who works split shifts is 12.

NOTE: An employee under the age of 18 years must not be required to work more than 10 hours in a shift. See clause 13.3 (Junior employees).

15.2 Make-up time

(a) The employer and the majority of employees at a workplace may agree to introduce an arrangement at the workplace under which an employee takes time off during the employee's ordinary hours of work and makes up that time later.

(b) If an agreement under clause 15.2(a) has been made for a workplace, an employee may elect, with the consent of the employer, to take time off and make up that time later.

(c) An employee working make-up time is entitled to breaks in accordance with clause 16—Breaks.

(d) If make-up time is worked at a time when penalty rates are applicable under clause 24—Penalty rates, the employer must pay the employee in accordance with **Table 8—Penalty rates** for that time.

(e) The employer must keep a record of make-up time arrangements as a time and wages record.

15.3 Rosters (full-time and part-time employees)

(a) The following rostering provisions apply to full-time and part-time employees.

(b) The employer must prepare a roster showing for each employee their name and the times at which they start and finish work.

(c) The employer must post the roster in a conspicuous place that is easily accessible by the employees.

(d) The roster of an employee may be changed at any time by the employer and employee by mutual agreement or by the employer giving the employee 7 days' notice of the change.

15.4 Notice of days off (including rostered days off)

(a) An employer must, where practicable, give an employee a minimum of 2 weeks' notice of any rostered day off.

(b) A rostered day off may be changed by the employer and employee by mutual agreement or for any reason beyond the control of the employer (including sickness).

15A. Employee right to disconnect

[15A inserted by PR778103 from 26Aug24]

15A.1 Clause 15A provides for the exercise of an employee's right to disconnect under section 333M of the Act.

NOTE:

(a) Section 333M provides that, unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contact, from:

(1) their employer outside of the employee's working hours,

(2) a third party if the contact or attempted contact relates to, their work and is outside of the employee's working hours.

(b) Section 333M(3) lists matters that must be taken into account in determining whether an employee's refusal is unreasonable.

(c) Section 333M(5) provides that an employee's refusal will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.

(d) Section 333N provides for the resolution of disputes about whether an employee's refusal is unreasonable and about the operation of section 333M.

(e) The general protections in Part 3–1 of the Act prohibit an employer taking adverse action against an employee because of the employee's right to disconnect under section 333M of the Act.

15A.2 Clause 15A applies from the following dates:

(a) 26 August 2024—for employers that are not small business employers on this date and their employees.

(b) 26 August 2025—for employers that are small business employers on 26 August 2024 and their employees.

15A.3 An employer must not directly or indirectly prevent an employee from exercising their right to disconnect under the Act.

16. Breaks

16.1 Clause 16 deals with meal breaks and rest breaks and gives an employee an entitlement to them in specified circumstances.

16.2 Frequency of breaks

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

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

Column 1 **Hours worked per day**	**Column 2** **Breaks**
5 hours or more and up to 10 hours	An unpaid meal break of at least 30 minutes (to be taken after the first hour of work and within the first 6 hours of work or in accordance with clause 16.4). If the employee is rostered to take an unpaid meal break later than 5 hours after starting work, one additional 20 minute paid meal break (to be taken after the first 2 hours of work and within the first 5 hours of work).
More than 10 hours	An unpaid meal break of at least 30 minutes (to be taken after the first hour of work and within the first 6 hours of work or in accordance with clause 16.4). If the employee is rostered to take an unpaid meal break later than 5 hours after starting work, one additional 20 minute paid meal break (to be taken after the first 2 hours of work and within the first 5 hours of work). 2 additional 20 minute paid rest breaks.

16.3 When the employer rosters an employee's rest breaks, they must make all reasonable efforts to ensure that breaks are spread evenly across the employee's shift.

16.4 Agreement as to time of unpaid meal break

(a) An employer and an employee may agree that an unpaid meal break is to be taken after the first hour of work and within the first 6.5 hours of work (a 'facilitation agreement').

(b) An agreement must be made after the start of the employee's shift and within the first 5 hours of the work to which it applies.

(c) The employee or the employer may withdraw from an agreement within the first 5 hours of the work to which it applies.

NOTE: Under section 344 of the Act, an employer must not exert undue influence or undue pressure on an employee to make an agreement under clause 16.4(a).

16.5 Employer to pay higher rate if break not allowed at rostered time

If the employer does not allow the employee to take an unpaid meal break at the rostered time (or at the time agreed under clause 16.4), then the employer must pay the employee **50%** of the employee's ordinary hourly rate extra:

(a) from when the meal break was due to be taken;

(b) until either the employee is allowed to take the break or the shift ends.

16.6 Employer to pay higher rate if break not allowed and no rostered time

If the employer does not allow the employee to take an unpaid meal break and there is no rostered time for the break, then the employer must pay the employee **50%** of the employee's ordinary hourly rate extra:

(a) unless an agreement under clause 16.4 applies, from the end of 6 hours after starting work until either the employee is allowed to take the break or the shift ends; or

(b) if an agreement under clause 16.4 applies, from the end of 6.5 hours after starting work until either the employee is allowed to take the break or the shift ends.

16.7 Additional rest break

An employer must give an employee an additional paid rest break of 20 minutes if the employer requires the employee to work more than 5 continuous hours after an unpaid meal break.

16.8 Additional rest break after overtime

An employer must give an employee an additional 20 minute paid rest break if the employer requires the employee to work more than 2 hours' overtime after completion of the employee's rostered hours.

NOTE: For the purposes of clause 16.8 the overtime worked does not compound on the break entitlements under clause 16.2.

EXAMPLE: An employee who works a 7 hour shift, followed by 3 hours of overtime will be entitled to breaks as follows:

(a) for the 7 hour shift, an unpaid meal break of at least 30 minutes under clause 16.2; and

(b) for the 3 hours of overtime, an additional 20 minute paid rest break under clause 16.8.

Part 4—Wages and Allowances

17. Work organisation

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

18. Minimum rates

[Varied by PR720159, PR723829, PR718937, PR726419, PR730832, PR733861, PR729382, PR731022, PR740805, PR742741, PR762228, PR767908, PR774010, PR786658]

18.1 Adult rates

[18.1 varied by PR718937, PR729382, PR740805, PR762228, PR774010, PR786658 ppc 01Jul25]

An employer must pay an adult employee (other than an apprentice) the rate applicable to the employee classification specified in column 1 of **Table 3—Minimum rates** for ordinary hours of work as follows:

(a) for a full-time employee, the minimum weekly rate specified in column 3 of **Table 3—Minimum rates**; or

(b) for a part-time employee, the minimum hourly rate specified in column 4 of **Table 3—Minimum rates**.

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

NOTE 2: Provisions for calculating rates for a junior employee are at clause 18.2.

Table 3—Minimum rates

Column 1 **Employee classification**	**Column 2** **Employee stream and grade**	**Column 3** **Minimum weekly rate** **(full-time employee)**	**Column 4** **Minimum hourly rate**
		$	**$**
Introductory Level		922.70	24.28
Level 1	Food and beverage attendant grade 1 Kitchen attendant grade 1	948.00	24.95
Level 2	Food and beverage attendant grade 2 Cook grade 1 Kitchen attendant grade 2 Clerical grade 1 Storeperson grade 1 Door person/security officer grade 1	982.40	25.85

Column 1 Employee classification	Column 2 Employee stream and grade	Column 3 Minimum weekly rate (full-time employee)	Column 4 Minimum hourly rate
		$	$
Level 3	Food and beverage attendant grade 3 Cook grade 2 Kitchen attendant grade 3 Clerical grade 2 Storeperson grade 2 Timekeeper/security officer grade 2 Handyperson	1014.70	26.70
Level 4	Food and beverage attendant grade 4 (tradesperson) Cook grade 3 (tradesperson) Clerical grade 3 Storeperson grade 3	1068.40	28.12
Level 5	Food and beverage supervisor Cook grade 4 (tradesperson) Clerical supervisor	1135.50	29.88
Level 6	Cook grade 5 (tradesperson)	1165.70	30.68

NOTE 3: Provisions for calculating rates for casual employees are at clause 11—Casual employees.

NOTE 4: Schedule B—Summary of Hourly Rates of Pay contains a summary of hourly rates of pay including casual, overtime and penalty rates.

18.2 Junior rates

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

[18.2(a) varied by PR767908 ppc 31Dec23]

(a) An employer must pay a junior employee aged as specified in column 1 of **Table 4—Junior rates** the minimum percentage specified in column 2 of the minimum rate that would otherwise be applicable under **Table 3—Minimum rates**:

Table 4—Junior rates

Column 1 Age	Column 2 Minimum % of minimum weekly rate
Under 17 years of age	50
17 years of age	60
18 years of age	70

Column 1 Age	Column 2 Minimum % of minimum weekly rate
19 years of age	85
20 years of age	100

(b) A minimum weekly rate calculated in accordance with **Table 4—Junior rates** must be rounded to the nearest **$0.10**.

(c) An amount that is in dollars and a number of cents is rounded to the nearest **$0.10**:

(i) if the amount of cents is **$0.05** or more, by increasing that amount to the next **$0.10**; or

(ii) if the number of cents is **$0.04** or less, by deducting those cents from that amount.

18.3 Junior apprentices—cooking trade

(a) Minimum rates

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

[18.3(a)(ii) varied by PR718937, PR729382, PR740805, PR762228, PR774010, PR786658 ppc 01Jul25]

(ii) Except where clause 18.4 applies, an employer must pay a junior apprentice the rate applicable to the year of the apprenticeship specified in column 1 of **Table 5—Junior apprentice—cooking trade minimum rates** as follows:

- for a full-time employee, the minimum weekly rate specified in column 3; or
- for a part-time employee, the minimum hourly rate specified in column 4.

Table 5—Junior apprentice—cooking trade minimum rates

Column 1 Year of apprenticeship	Column 2 % of the standard rate	Column 3 Minimum weekly rate (full-time employee)	Column 4 Minimum hourly rate
		$	$
1st year	55	587.62	15.46
2nd year	65	694.46	18.28

Column 1 Year of apprenticeship	Column 2 % of the standard rate	Column 3 Minimum weekly rate (full-time employee)	Column 4 Minimum hourly rate
		$	$
3rd year	80	854.72	22.49
4th year	95	1014.98	26.71

NOTE: The minimum rates are the percentage of the standard rate specified in column 2 of **Table 5—Junior apprentice—cooking trade minimum rates**.

(b) Competency-based wage progression

Where the relevant apprenticeship legislation allows competency based progression and the training agreement does not specify otherwise, an employee apprenticed in a trade after 23 January 2020 will be paid the percentage of the standard weekly rate divided by 38 for each hour worked, in accordance with the following table:

Table 6—Four year apprenticeship (nominal term)

Stage of apprenticeship	Minimum training requirements on entry	% of the standard weekly rate
Stage 1	On commencement and prior to the attainment of the minimum training requirements specified for Stage 2	55
Stage 2	On attainment of 25% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or 12 months after commencing the apprenticeship, whichever is the earlier	65
Stage 3	On attainment of 50% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or 12 months after commencing Stage 2, whichever is the earlier	80
Stage 4	On attainment of 75% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or 12 months after commencing Stage 3, whichever is the earlier.	95

18.4 Proficiency payments—cooking trade

(a) Application

Proficiency pay as set out in clause 18.4(b) will apply to apprentices who have successfully completed their schooling in a given year.

(b) Payments

Apprentices must receive the standard rate during the latter half of the 4th year of the apprenticeship where the standard of proficiency has been attained on one, 2 or 3 occasions on the following basis:

(i) one occasion only:

- for the first 9 months of the 4th year of apprenticeship, the normal 4th year rate of pay;
- thereafter, the standard rate.

(ii) on 2 occasions:

- for the first 6 months of the 4th year of apprenticeship, the normal 4th year rate of pay;
- thereafter, the standard rate.

(iii) on all 3 occasions:

- for the entire 4th year, the standard rate.

18.5 Adult apprentices—cooking trade

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

(a) An employer must pay an adult apprentice who commenced on or after 1 January 2014 and is in the first year of their apprenticeship at not less than whichever of the following is the greater:

(i) **80%** of the standard rate; or

(ii) the rate in **Table 5—Junior apprentice—cooking trade minimum rates** for the first year of the apprenticeship.

(b) An employer must pay an adult apprentice who commenced on or after 1 January 2014 and is in the 2nd or a subsequent year of the apprenticeship at not less than whichever of the following is the greater:

(i) the lowest rate in **Table 3—Minimum rates**; or

(ii) the rate in **Table 5—Junior apprentice—cooking trade minimum rates** for the relevant year of the apprenticeship.

[18.5(c) varied by PR733861 from 27Sep21]

(c) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least 6 months as a full-time employee or 12 months as a part-time or regular casual employee immediately prior to commencing the apprenticeship.

(d) For the purposes only of fixing a minimum rate in clause 18.5(c), the adult apprentice must continue to receive the minimum rate that applies to the classification specified in clause 18.1 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

18.6 Supported wage system

For employees who, because of the effects of a disability, are eligible for a supported wage, see Schedule E—Supported Wage System.

18.7 National training wage

[18.7(a) varied by PR720159 ppc 18Jun20]

(a) Schedule E to the *Miscellaneous Award 2020* sets out minimum wage rates and conditions for employees undertaking traineeships.

[18.7(b) varied by PR720159 ppc 18Jun20, PR718937, PR729382, PR740805, PR762228, PR774010, PR786658 ppc 01Jul25]

(b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2020* as at 1 July 2025. For that purpose, any reference to "this award" in Schedule E to the *Miscellaneous Award 2020* is to be read as referring to the *Restaurant Industry Award 2020* and not the *Miscellaneous Award 2020*.

[Note inserted by PR742740; deleted by PR742741 ppc 01Oct22]

18.8 Higher duties

(a) An employer must pay an employee who performs for 2 or more hours on any particular day duties of a classification higher than the employee's ordinary classification the minimum hourly rate specified in column 4 of **Table 3—Minimum rates** for that higher classification for the whole of that day.

(b) An employer must pay an employee who performs for less than 2 hours on any particular day duties of a classification higher than the employee's ordinary classification the minimum hourly rate specified in column 4 of **Table 3—Minimum rates** for that higher classification for the time during which those duties were performed.

(c) An employer may require an employee to temporarily perform the duties of a classification lower than the employee's ordinary classification without loss of pay.

19. Payment of wages

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

19.1 The employer may determine the pay period of an employee as being either weekly or fortnightly. However, the employer and an individual employee may agree to a monthly pay period.

19.2 Except on termination of employment, wages may be paid on any day of the week other than a Friday, Saturday or Sunday. However, if the employer and the majority of employees at a workplace agree, wages may be paid on the Friday of a week during which there is a public holiday.

19.3 Wages may be paid, without cost to the employee, by cash, cheque or electronic funds transfer into a bank account nominated by the employee.

19.4 An employee paid by cash or cheque who has a rostered day off on a pay day is entitled, at the employee's election, to be paid on their last day at work before their rostered day off.

19.5 Payment on termination of employment

(a) Subject to clause 19.5(b), the employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:

(i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and

(ii) all other amounts that are due to the employee under this award and the NES.

(b) Where a casual employee is paid at the end of each engagement pursuant to clause 11.4 of this Award, and that employee's employment is terminated, the employer must pay the employee their wages due under the award at the end of their last engagement.

(c) The requirement to pay wages and other amounts under clause 19.5(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the Act.

NOTE 1: Section 117(2) of the Act provides that an employer must not terminate an employee's employment unless the employer has given the employee the required minimum period of notice or "has paid" to the employee payment instead of giving notice.

NOTE 2: Clause 19.5(c) allows the Commission to make an order delaying the requirement to make a payment under clause 19.5. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the Act for the Commission to reduce the amount of redundancy pay an employee is entitled to under the NES.

NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of the Act, may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.

20. Annualised wage arrangements

[20—Annualised salary arrangements renamed and substituted by PR740708 ppc 01Sep22]

20.1 Annualised wage instead of award provisions

(a) An employer and a full-time employee may enter into a written agreement for the employee to be paid an annualised wage of an amount that is at least 25% more than the minimum wages prescribed in clause 18 multiplied by 52 for the work being performed in satisfaction, subject to 20.1(b), of any or all of the following provisions of the award:

(i) 18—Minimum rates;

(ii) 21.3—Split shift allowance;

(iii) 23—Overtime;

(iv) 24—Penalty rates; and

(v) 25.3—Payment for annual leave.

(b) The employee must not be required by the employer in any roster cycle to work in excess of:

(i) an average of 18 ordinary hours which would attract a penalty rate under clause 24.2(a)of this award per week, excluding any hours worked from 10.00pm to midnight; or

(ii) an average of 12 overtime hours per week in excess of ordinary hours

without being entitled to an amount in excess of the annualised wage in accordance with clause 20.1(c).

(c) If in a roster cycle an employee works any hours in excess of either of the outer limit amounts specified in clause 20.1(b), such hours will not be covered by the annualised wage and must separately be paid for in accordance with the applicable provisions of this award.

(d) Where a written agreement for an annualised wage arrangement is entered into, the agreement must specify:

(i) the annualised wage that is payable;

(ii) which of the provisions of this award will be satisfied by payment of the annualised wage;

(iii) the outer limit number of ordinary hours which would attract the payment of a penalty rate under the award and the outer limit number of overtime

hours which the employee may be required to work in a roster cycle under clause 20.1(b)without being entitled to an amount in excess of the annualised wage in accordance with clause 20.1(c).

(e) The employer must give the employee a copy of the agreement and keep the agreement as a time and wages record.

(f) The agreement may be terminated:

(i) by the employer or the employee giving 12 months' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

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

20.2 Annualised wage not to disadvantage employees

(a) The annualised wage must be no less than the amount the employee would have received under this award for the work performed over the year for which the wage is paid (or if the employment ceases or the agreement terminates earlier over such lesser period as has been worked).

(b) The employer must each 12 months from the commencement of the annualised wage arrangement or, within any 12 month period upon the termination of employment of the employee or termination of the agreement, calculate the amount of remuneration that would have been payable to the employee under the provisions of this award over the relevant period and compare it to the amount of the annualised wage actually paid to the employee. Where the latter amount is less than the former amount, the employer shall pay the employee the amount of the shortfall within 14 days.

(c) The employer must keep a record of the starting and finishing times of work, and any unpaid breaks taken, of each employee subject to an annualised wage arrangement agreement for the purpose of undertaking the comparison required by clause 20.2(b). This record must be signed by the employee, or acknowledged as correct in writing (including by electronic means) by the employee, each pay period or roster cycle.

20.3 Base rate of pay for employees on annualised wage arrangements

(a) For the purposes of the NES, the base rate of pay of an employee receiving an annualised wage under this clause comprises the portion of the annualised wage equivalent to the relevant rate of pay in 18—Minimum rates and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

21. Allowances

[Varied by PR718937, PR719089, PR729382, PR729562, PR740805, PR740968, PR762228, PR762399, PR774010, PR774178, PR786658, PR786827]

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

21.1 Clause 21 gives employees an entitlement to monetary allowances of specified kinds in specified circumstances.

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

21.2 Meal allowance

[21.2(a) varied by PR719089, PR729562, PR740968, PR762399, PR774178, PR786827 ppc 01Jul25]

(a) An employer must supply an employee with a meal, or pay an employee a meal allowance of **$16.73,** if the employee is required to work overtime for more than 2 hours without being notified of that requirement on or before the previous day.

[21.2(b) varied by PR719089, PR729562, PR740968, PR762399, PR774178, PR786827 ppc 01Jul25]

(b) The employer must pay the employee a meal allowance of **$16.73** if all of the following applies:

(i) the employee is advised on or before the previous day of a requirement to work overtime; and

(ii) the employee provides a meal; and

(iii) after providing the meal, the employee is no longer required to work overtime at all or only to work overtime of 2 hours or less.

21.3 Split shift allowance

(a) Clause 21.3(b) applies to any full-time or part-time employee who has a broken working day.

[21.3(b) varied by PR718937, PR729382, PR740805, PR762228, PR774010, PR786658 ppc 01Jul25]

(b) The employer must pay the employee an allowance of **$5.34** for each separate work period of 2 hours or more.

21.4 Tool and equipment allowance

[21.4(a) varied by PR719089, PR729562, PR740968, PR762399, PR774178 ppc 01Jul24]

(a) The employer must pay a cook or an apprentice cook who is required to provide and use their own tools (and is not in receipt of a tool allowance) a daily tool and equipment allowance of **$2.03** per day or part day up to a maximum of **$9.94** per week.

(b) The employer must reimburse an employee for the cost of purchasing any towels, tools, knives, choppers, implements, utensils or other materials that the employee is required to provide and use and that are not supplied or paid for by the employer and in respect of which a tool and equipment allowance is not payable under clause 21.4(a).

21.5 Special clothing allowance

(a) In clause 21.5 **special clothing** means any item of clothing (including waterproof or other protective clothing) that the employer requires the employee to wear or that it is necessary for the employee to wear but does not include shoes, hosiery, socks and any black and white attire (other than a dinner suit or evening dress) that is not part of a uniform or formal clothing.

(b) The employer must reimburse an employee who is required to wear special clothing for the cost of purchasing any such clothing that is not supplied or paid for by the employer.

(c) If the employee is responsible for laundering any special clothing that is required to be worn by them, the employer must:

(i) pay the employee a weekly laundry allowance of an amount agreed between the employer and the employee; or

(ii) in the absence of an agreement mentioned in clause 21.5(c)(i), reimburse the employee for the cost of laundering any item of special clothing. For this purpose the employer may require the employee to show evidence of that cost.

(d) The employer may require an employee on commencing employment to sign a receipt for any special clothing supplied or paid for by the employer that lists it and its value.

(e) The employer is entitled to deduct from any wages owed to the employee on the employee ceasing employment the value (as stated on the receipt but allowing for fair wear and tear) of any item of special clothing not returned to the employer unless it was damaged, lost or stolen otherwise than because of the fault of the employee.

21.6 Allowance for distance work

(a) An employer must pay an employee who works away from their employer's workplace at their minimum hourly rate for time spent travelling both ways between the employee's residence and their place of work.

(b) Clause 21.6(c) applies to an employee to whom all of the following apply:

(i) the employee is engaged for work that requires the employee to travel 80 kilometres from their usual place of work or more to take up the engagement; and

(ii) the employee performs their work to the satisfaction of their employer for a period of up to 4 weeks; and

(iii) the employee is willing to complete the full period of the engagement.

(c) The employer must pay the employee for transport both ways between the employee's residence and their place of work.

22. Superannuation

[Varied by PR736662, PR741736, PR771395]

22.1 Superannuation legislation

[22.1 substituted by PR771395 ppc 09Apr24]

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

(b) The rights and obligations in clause 22 supplement those in superannuation legislation and the NES.

NOTE: Under superannuation legislation:

(a) Individual employees generally have the opportunity to choose their own superannuation fund.

(b) If a new employee does not choose a superannuation fund, the employer must ask the Australian Taxation Office (ATO) whether the employee is an existing member of a stapled superannuation fund and, if stapled fund details are provided by the ATO, make contributions to the stapled fund.

(c) If an employee does not choose a superannuation fund and does not have a stapled fund, the choice of superannuation fund requirements will be satisfied by contributions made to a superannuation fund nominated in the award covering the employee, provided the fund is able to accept contributions for the benefit of the employee.

(d) A fund may not be able to accept contributions for the benefit of an employee if the employee would be a new member of the fund's MySuper product and the MySuper product is closed to new members because it has failed the performance tests of Australian Prudential Regulation Authority (APRA) for 2 consecutive years.

22.2 Employer contributions

[22.2(a) renumbered as 22.2 by PR741736 ppc 01Jul22]

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

[22.2(b) deleted by PR741736 ppc 01Jul22]

22.3 Voluntary employee contributions

(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 22.2.

(b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of 3 months' written notice to their employer.

(c) The employer must pay the amount authorised under clauses 22.3(a) or 22.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 22.3(a) or 22.3(b) was made.

22.4 Superannuation fund

[22.4 varied by PR771395 ppc 09Apr24]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 22.2 to another superannuation fund, the employer must make the superannuation contributions provided for in clause 22.2 and pay any amount authorised under clauses 22.3(a) or 22.3(b) to one of the following superannuation funds or its successor, provided that, in respect of new employees, the fund is able to accept new beneficiaries:

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

[22.4(b) varied by PR736662 ppc 10Dec21]

(b) Hostplus;

(c) AustralianSuper;

(d) CareSuper;

(e) Sunsuper;

(f) MTAA Industry Superannuation Fund;

(g) Retail Employees Superannuation Trust;

(h) Tasplan;

(i) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or

(j) a superannuation fund or scheme which the employee is a defined benefit member of.

22.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 22.2 and pay the amount authorised under clauses 22.3(a) or 22.3(b):

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

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

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

(ii) the employee remains employed by the employer.

Part 5—Overtime and Penalty Rates

23. Overtime

[Varied by PR763326]

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

23.1 Requirement to pay overtime rates

(a) An employer must pay a full-time employee at overtime rates for any work done outside of the spread of hours or rostered hours set out in clause 15—Ordinary hours of work and rostering arrangements.

(b) An employer must pay a part-time employee at overtime rates in the circumstances specified in clause 10.13—Payment rates.

(c) An employer must pay a casual employee at overtime rates in the circumstances specified in clause 11.5 (Casual employment).

(d) An employer must pay an employee at the overtime rate for any time that the employee is required to work on a rostered day off.

(e) The employee is entitled to be paid for a minimum of 4 hours' work on a rostered day off even if the employee is only required to work for a shorter time. However, this entitlement does not apply if the work is part of, or continuous on, a normal roster that started the day before.

23.2 Break after working overtime

(a) Clause 23.2 applies to an employee who works overtime and is next rostered to start work less than 8 hours after the employee finishes working overtime.

(b) The employee may delay the start of their next rostered shift until 8 hours after the employee finished working overtime without loss of pay for the rostered ordinary hours not worked.

(c) If the employee does not have an 8 hour break, the employer must pay the employee at the overtime rate until the employee has a break of at least 8 hours.

23.3 In calculating overtime payments, overtime worked on any day stands alone from overtime worked on any other day.

23.4 Overtime rate

The overtime rate mentioned in clauses 23.1, and 23.2(c) is the relevant percentage specified in column 2 of **Table 7—Overtime rates** (depending on when the overtime was worked as specified in column 1) of the employee's minimum hourly rate.

Table 7—Overtime rates

Column 1 **For overtime worked on**	**Column 2** **Overtime rate** **(% of minimum hourly rate)**
Monday to Friday—first 2 hours	150
Monday to Friday—after 2 hours	200
Saturday—first 2 hours	175
Saturday—after 2 hours	200
Sunday—all time worked	200
Rostered day off – all time worked	200

NOTE 1: See clause 24.1 for work performed on a public holiday.

NOTE 2: Schedule B—Summary of Hourly Rates of Pay sets out the hourly overtime rate for all employee classifications, including junior employees and apprentices, according to when overtime is worked.

23.5 Time off instead of payment for overtime

(a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.

(b) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.

EXAMPLE: By making an agreement under clause 23.5 an employee who worked 2 overtime hours at the rate of time and a half is entitled to 3 hours' time off.

(c) Time off must be taken:

(i) within the period of 6 months after the overtime is worked; and

(ii) at a time or times within that period of 6 months agreed by the employee and employer.

(d) If the employee requests at any time to be paid for overtime covered by an agreement under clause 23.5 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

(e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 23.5(c), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

(f) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.

(g) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 23.5 will apply in relation to overtime that has been worked.

[Note varied by PR763326 ppc 01Aug23]

NOTE: If an employee makes a request under section 65 of the Act for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65A(3) of the Act).

(h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 23.5 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 23.5.

24. Penalty rates

[Varied by PR718937, PR729382, PR740805, PR747479, PR762228, PR774010, PR786658]

24.1 Clause 24 sets out penalty rates for hours worked at specified times or on specified days that are not required to be paid at the overtime rate mentioned in clause 23.4—Overtime rate.

[24.2 varied by PR718937, PR729382, PR740805, PR762228, PR774010, PR786658 ppc 01Jul25]

24.2 An employer must pay an employee as follows for hours worked by the employee during a period, or on a day, specified in Column 1 of **Table 8—Penalty rates**:

(a) for a full-time or part-time employee, at the percentage specified in column 2 of that Table of the minimum hourly rate of the employee under **Table 3—**

Minimum rates plus the additional amount specified in that column for hours worked between 10.00 pm and 6.00 am on a Monday to Friday; or

(b) for a casual employee (not classified at Level 3 to 6), at the percentage specified in column 3 of that Table of the minimum hourly rate of the employee under **Table 3—Minimum rates** plus the additional amount specified in that column for hours worked between 10.00 pm and 6.00 am on a Monday to Friday; or

(c) for a casual employee classified at Level 3 to 6, at the percentage specified in column 4 of that Table of the minimum hourly rate of the employee under **Table 3—Minimum rates** plus the additional amount specified in that column for hours worked between 10.00 pm and 6.00 am on a Monday to Friday.

Table 8—Penalty rates

Column 1 **Time of ordinary hours worked**	**Column 2** **Full-time and part-time employees**	**Column 3** **Casual employees – Introductory to Level 2**	**Column 4** **Casual employees – Level 3 to Level 6**
	% of minimum hourly rate	**% of minimum hourly rate (inclusive of casual loading)**	**% of minimum hourly rate (inclusive of casual loading)**
Monday to Friday – 6.00 am to 10.00 pm	100%	125%	125%
Monday to Friday – 10.00 pm to midnight	100% plus $2.81 per hour or part of an hour	125% plus $2.81 per hour or part of an hour	125% plus $2.81 per hour or part of an hour
Monday to Friday – midnight to 6.00 am	100% plus $4.22 per hour or part of an hour	125% plus $4.22 per hour or part of an hour	125% plus $4.22 per hour or part of an hour
Saturday	125%	150%	150%
Sunday	150%	150%	175%
Public holiday	225%	250%	250%

NOTE: Schedule B—Summary of Hourly Rates of Pay sets out the hourly penalty rate for all employee classifications, including junior employees and apprentices.

24.3 Penalty rates not cumulative

(a) Where more than one penalty rate would be payable for hours worked at a particular time, the employer must pay the employee the higher of the penalty rates, but not more than one.

(b) However, the penalty payable under clause 16.6 (Breaks) is payable in addition to the higher of any other penalty rates payable in accordance with clause 24.3(a).

24.4 Additional provisions for work on public holidays

(a) A full-time or part-time employee who works on a public holiday is entitled to be paid for a minimum of 4 hours' work even if the employee works for a shorter time.

(b) A casual employee who works on a public holiday is entitled to be paid for a minimum of 2 hours' work even if the employee works for a shorter time.

[New 24.4(c) inserted by PR747479 ppc 14Nov22]

(c) Hours of work performed immediately before or after a part-day public holiday, that form part of one continuous shift, are counted as part of the minimum payment/engagement period in clauses 24.4(a) and 24.4(b).

[24.4(c) renumbered as 24.4(d) by PR747479 ppc 14Nov22]

(d) An employer and employee may agree that, instead of the employee being paid at **225%** (as specified in clause 24.2) of the minimum hourly rate of the employee under **Table 3—Minimum rates** for hours worked on a public holiday, the following arrangements are to apply:

(i) the employee is to be paid at **125%** of the minimum hourly rate of the employee under **Table 3—Minimum rates** for hours worked on the public holiday; and

(ii) an amount of paid time equivalent to the hours worked on the public holiday is to be added to the employee's annual leave or the employee is to be allowed to take a day off during the week in which the public holiday falls or within a period of 28 days after the public holiday.

[New 24.4(e) inserted by PR747479 ppc 14Nov22]

(e) If a public holiday is a part-day public holiday, then clause 24.4(d) applies on a pro-rata basis for the number of ordinary hours on the part-day public holiday.

[24.4(d) renumbered as 24.4(f) by PR747479 ppc 14Nov22]

(f) Clause 24.4(g) applies to a full-time or part-time employee who is required to work on Christmas Day when it falls on a weekend and is not a public holiday.

[24.4(e) renumbered as 24.4(g) by PR747479 ppc 14Nov22]

(g) The employer must pay the employee at **125%** of the employee's minimum hourly rate for hours worked on Christmas Day and also allow the employee to take a substitute day off.

Part 6—Leave and Public Holidays

25. Annual leave

[Varied by PR751115]

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

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

25.2 Additional paid annual leave for certain shiftworkers

(a) Clause 25.2 applies to an employee who is a 7 day shiftworker regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for 7 days a week.

(b) The employee is a shiftworker for the purposes of the NES (entitlement to an additional week of paid annual leave).

25.3 Payment for annual leave

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

25.4 Direction to take annual leave during shutdown

[25.4 renamed and substituted by PR751115 ppc 01May23]

(a) Clause 25.4 applies if an employer:

(i) intends to shut down all or part of its operation for a particular period (**temporary shutdown period**); and

(ii) wishes to require affected employees to take paid annual leave during that period.

(b) The employer must give the affected employees 28 days' written notice of a temporary shutdown period, or any shorter period agreed between the employer and the majority of relevant employees.

(c) The employer must give written notice of a temporary shutdown period to any employee who is engaged after the notice is given under clause 25.4(b) and who will be affected by that period, as soon as reasonably practicable after the employee is engaged.

(d) The employer may direct the employee to take a period of paid annual leave to which the employee has accrued an entitlement during a temporary shutdown period.

(e) A direction by the employer under clause 25.4(d):

(i) must be in writing; and

(ii) must be reasonable.

(f) The employee must take paid annual leave in accordance with a direction under clause 25.4(d).

(g) In respect of any part of a temporary shutdown period which is not the subject of a direction under clause 25.4(d), an employer and an employee may agree, in writing, for the employee to take leave without pay during that part of the temporary shutdown period.

(h) An employee may take annual leave in advance during a temporary shutdown period in accordance with an agreement under clause 25.8.

(i) In determining the amount of paid annual leave to which an employee has accrued an entitlement, any period of paid annual leave taken in advance by the employee, in accordance with an agreement under clause 25.8, to which an entitlement has not been accrued, is to be taken into account.

(j) Clauses 25.5 to 25.7 do not apply to a period of annual leave that an employee is required to take during a temporary shutdown period in accordance with clause 25.4.

25.5 Excessive leave accruals: general provision

NOTE: Clauses 25.5 to 25.7 contain provisions, additional to the NES, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Act.

(a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 25.2).

(b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

(c) Clause 25.6 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.

(d) Clause 25.7 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

(a) If an employer has genuinely tried to reach agreement with an employee under clause 25.5(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.

(b) However, a direction by the employer under clause 25.6(a):

(i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 25.5, 25.6 or 25.7 or otherwise agreed by the employer and employee) are taken into account; and

(ii) must not require the employee to take any period of paid annual leave of less than one week; and

(iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and

(iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.

(c) The employee must take paid annual leave in accordance with a direction under clause 25.6(a) that is in effect.

(d) An employee to whom a direction has been given under clause 25.6(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in clause 25.6(d) may result in the direction ceasing to have effect. See clause 25.6(b)(i).

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

25.7 Excessive leave accruals: request by employee for leave

(a) If an employee has genuinely tried to reach agreement with an employer under clause 25.5(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.

(b) However, an employee may only give a notice to the employer under clause 25.7(a) if:

(i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and

(ii) the employee has not been given a direction under clause 25.6(a) that, when any other paid annual leave arrangements (whether made under clause 25.5, 25.6 or 25.7 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.

(c) A notice given by an employee under clause 25.7(a) must not:

(i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 25.5, 25.6 or 25.7

or otherwise agreed by the employer and employee) are taken into account; or

(ii) provide for the employee to take any period of paid annual leave of less than one week; or

(iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or

(iv) be inconsistent with any leave arrangement agreed by the employer and employee.

(d) An employee is not entitled to request by a notice under clause 25.7(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker as defined by clause 25.2) in any period of 12 months.

(e) The employer must grant paid annual leave requested by a notice under clause 25.7(a).

25.8 Annual leave in advance

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

(b) An agreement must:

(i) state the amount of leave to be taken in advance and the date on which leave is to commence; and

(ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

NOTE: An example of the type of agreement required by clause 25.8 is set out at Schedule F—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule F—Agreement to Take Annual Leave in Advance.

(c) The employer must keep a copy of any agreement under clause 25.8 as an employee record.

(d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 25.8, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

25.9 Cashing out of annual leave

(a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 25.9(c).

(b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 25.9(c).

(c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.

(d) An agreement under clause 25.9(c) must state:

(i) the amount of leave to be cashed out and the payment to be made to the employee for it; and

(ii) the date on which the payment is to be made.

(e) An agreement under clause 25.9(c) must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

(f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.

(g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.

(h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.

(i) The employer must keep a copy of any agreement under clause 25.9(c) as an employee record.

NOTE 1: Under section 344 of the Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 25.9(c).

NOTE 2: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 25.9.

NOTE 3: An example of the type of agreement required by clause 25.9(c) is set out at Schedule G—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule G—Agreement to Cash Out Annual Leave.

26. Personal/carer's leave and compassionate leave

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

27. Parental leave and related entitlements

[27 varied by PR763326 ppc 01Aug23]

Parental leave and related entitlements are provided for in the NES.

NOTE: Disputes about requests for extensions to unpaid parental leave may be dealt with under clause 34—Dispute resolution and/or under section 76B of the Act.

28. Community service leave

Community service leave is provided for in the NES.

29. Family and domestic violence leave

[29—Unpaid family and domestic violence leave renamed and substituted by PR750535 ppc 15Mar23]

Family and domestic violence leave is provided for in the NES.

NOTE 1: Information provided to employers concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers are subject to confidentiality requirements regarding the handling of this information under section 106C of the Act and requirements as to what can be reported on payslips pursuant to regulations 3.47 and 3.48 of the Fair Work Regulations.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

30. Public holidays

[Varied by PR747479]

30.1 Public holidays are provided for in the NES.

30.2 Substitution of public holidays by agreement

(a) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.

(b) An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

30.3 Additional public holiday arrangements for full-time employees

[30.3 substituted by PR747479 ppc 14Nov22]

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

(i) pay the employee an extra day's pay; or

(ii) give the employee an alternative day off within 28 days; or

(iii) give the employee an additional day's annual leave.

(b) If the public holiday is a part-day public holiday, then clause 30.3(a) applies on a pro-rata basis for the number of ordinary hours on the part-day public holiday.

30.4 When a full-time employee works on a public holiday which has been substituted for another day they will be entitled to the benefit of the substitute day.

[30.5 deleted by PR747479 ppc 14Nov22]

Part 7—Industry Specific Provisions

31. Deductions for breakages or cashiering underings

31.1 Right to make deductions

Subject to clauses 31.2 and 31.3, an employer must not deduct any sum from the wages due to an employee under this award in respect of breakages or cashiering underings except in the case of wilful misconduct.

31.2 Deductions to be reasonable and proportionate

Any deduction made under clause 31 must be reasonable in the circumstances and proportionate to the loss suffered by the employer.

31.3 Deductions for employees under 18 years of age

Deductions must not be made under clause 31 from the wages of an employee who is under 18 years of age unless the deductions have been agreed to in writing by the employee's parent or guardian.

Part 8—Workplace Delegates, Consultation and Dispute Resolution

[Part 8—Consultation and Dispute Resolution renamed by PR774848 from 01Jul24]

31A. Workplace delegates' rights

[31A inserted by PR774848 from 01Jul24]

31A.1 Clause 31A provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 31A.

31A.2 In clause 31A:

(a) **employer** means the employer of the workplace delegate;

(b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and

(c) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

31A.3 Before exercising entitlements under clause 31A, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

31A.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

31A.5 Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

(a) consultation about major workplace change;

(b) consultation about changes to rosters or hours of work;

(c) resolution of disputes;

(d) disciplinary processes;

(e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and

(f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

31A.6 Entitlement to reasonable communication

(a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 31A.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.

(b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

31A.7 Entitlement to reasonable access to the workplace and workplace facilities

(a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:

(i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;

(ii) a physical or electronic noticeboard;

(iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;

(iv) a lockable filing cabinet or other secure document storage area; and

(v) office facilities and equipment including printers, scanners and photocopiers.

(b) The employer is not required to provide access to or use of a workplace facility under clause 31A.7(a) if:

(i) the workplace does not have the facility;

(ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or

(iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

31A.8 Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

(a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.

(b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:

(i) full-time or part-time employees; or

(ii) regular casual employees.

(c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

(d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.

(e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.

(f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

(g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

31A.9 Exercise of entitlements under clause 31A

(a) A workplace delegate's entitlements under clause 31A are subject to the conditions that the workplace delegate must, when exercising those entitlements:

(i) comply with their duties and obligations as an employee;

(ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;

(iii) not hinder, obstruct or prevent the normal performance of work; and

(iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.

(b) Clause 31A does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.

(c) Clause 31A does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the Act, the employer must not:

(a) unreasonably fail or refuse to deal with a workplace delegate; or

(b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or

(c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 31A.

32. Consultation about major workplace change

32.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:

(a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and

(b) discuss with affected employees and their representatives (if any):

(i) the introduction of the changes; and

(ii) their likely effect on employees; and

(iii) measures to avoid or reduce the adverse effects of the changes on employees; and

(c) commence discussions as soon as practicable after a definite decision has been made.

32.2 For the purposes of the discussion under clause 32.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

(a) their nature; and

(b) their expected effect on employees; and

(c) any other matters likely to affect employees.

32.3 Clause 32.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

32.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 32.1(b).

32.5 In clause 32 **significant effects**, on employees, includes any of the following:

(a) termination of employment; or

(b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or

(c) loss of, or reduction in, job or promotion opportunities; or

(d) loss of, or reduction in, job tenure; or

(e) alteration of hours of work; or

(f) the need for employees to be retrained or transferred to other work or locations; or

(g) job restructuring.

32.6 Where this award makes provision for alteration of any of the matters defined at clause 32.5, such alteration is taken not to have significant effect.

33. Consultation about changes to rosters or hours of work

33.1 Clause 33 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

33.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

33.3 For the purpose of the consultation, the employer must:

(a) provide to the employees and representatives mentioned in clause 33.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and

(b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

33.4 The employer must consider any views given under clause 33.3(b).

33.5 Clause 33 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

34. Dispute resolution

[Varied by PR763326, PR777355, PR778103]

34.1 Clause 34 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the NES.

34.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.

34.3 If the dispute is not resolved through discussion as mentioned in clause 34.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

34.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 34.2 and 34.3, a party to the dispute may refer it to the Fair Work Commission.

34.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.

34.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the Act to use and that it considers appropriate for resolving the dispute.

34.7 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 34.

34.8 While procedures are being followed under clause 34 in relation to a dispute:

(a) work must continue in accordance with this award and the Act; and

(b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

34.9 Clause 34.8 is subject to any applicable work health and safety legislation.

[Note 1 and Note 2 inserted by PR763326; deleted by PR778103 from 26Aug24]

[Note inserted by PR778103 from 26Aug24; varied by PR777355 from 27Aug24]

NOTE: In addition to clause 34, the Act contains dispute resolution procedures as follows:

For a dispute about rights under the Act to	Section
Request flexible working arrangements	65B
Change casual employment status	66M
Request an extension to unpaid parental leave	76B
Exercise an employee's right to disconnect	333N

Part 9—Termination of Employment and Redundancy

35. Termination of employment

NOTE: The NES sets out requirements for notice of termination by an employer. See sections 117 and 123 of the Act.

35.1 Notice of termination by an employee

(a) Clause 35.1 applies to all employees except those identified in sections 123(1) and 123(3) of the Act.

(b) An employee must give the employer notice of termination in accordance with **Table 9—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 9—Period of notice

Column 1 Employee's period of continuous service with the employer at the end of the day the notice is given	Column 2 Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

NOTE: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

(c) In clause 35.1(b) **continuous service** has the same meaning as in section 117 of the Act.

(d) If an employee who is at least 18 years old does not give the period of notice required under clause 35.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.

(e) If the employer has agreed to a shorter period of notice than that required under clause 35.1(b), then no deduction can be made under clause 35.1(d).

(f) Any deduction made under clause 35.1(d) must not be unreasonable in the circumstances.

35.2 Job search entitlement

(a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.

(b) The time off under clause 35.2 is to be taken at times that are convenient to the employee after consultation with the employer.

36. Redundancy

NOTE: Redundancy pay is provided for in the NES. See sections 119 to 123 of the Act.

36.1 Transfer to lower paid duties on redundancy

(a) Clause 36.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.

(b) The employer may:

(i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the Act as if it were a notice of termination given by the employer; or

(ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 36.1(c).

(c) If the employer acts as mentioned in clause 36.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

36.2 Employee leaving during redundancy notice period

(a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the Act.

(b) The employee is entitled to receive the benefits and payments they would have received under clause 36 or under sections 119 to 123 of the Act had they remained in employment until the expiry of the notice.

(c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

36.3 Job search entitlement

(a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the Act for the purpose of seeking other employment.

(b) If an employee is allowed time off without loss of pay of more than one day under clause 36.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.

(c) A statutory declaration is sufficient for the purpose of clause 36.3(b).

(d) An employee who fails to produce proof when required under clause 36.3(b) is not entitled to be paid for the time off.

(e) This entitlement applies instead of clause 35.2.

Schedule A—Classification Structure and Definitions

A.1 Introductory level

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

NOTE: Any disagreement arising from this provision must be dealt with in accordance with clause 34—Dispute resolution.

A.2 Food and beverage stream

A.2.1 **Food and beverage attendant grade 1** means an employee who is engaged in any of the following:

(a) picking up glasses; or

(b) providing general assistance to food and beverage attendants of a higher classification not including service to customers; or

(c) removing food plates; or

(d) setting or wiping down tables; or

(e) cleaning and tidying associated areas; or

(f) receiving money.

A.2.2 **Food and beverage attendant grade 2** means an employee who has not achieved the appropriate level of training and who is engaged in any of the following:

(a) supplying, dispensing or mixing liquor; or

(b) assisting in the cellar; or

(c) undertaking general waiting duties for food or beverages, including cleaning tables; or

(d) receiving money; or

(e) attending a snack bar; or

(f) performing delivery duties; or

(g) taking reservations and greeting and seating guests.

A.2.3 **Food and beverage attendant grade 3** means an employee who has the appropriate level of training and is engaged in any of the following:

(a) supplying, dispensing or mixing liquor; or

(b) assisting in the cellar; or

(c) undertaking general waiting duties for both food and liquor, including cleaning tables; or

(d) receiving money; or

(e) assisting in the training and supervision of food and beverage attendants of a lower classification; or

(f) delivery duties; or

(g) taking reservations and greeting and seating guests.

A.2.4 **Food and beverage attendant grade 4 (tradesperson)** means an employee who has the appropriate level of training and who carries out specialised skilled duties in a fine dining room or a restaurant.

A.2.5 **Food and beverage supervisor** means an employee who has the appropriate level of training, including a supervisory course, and who has responsibility for the supervision, training and co-ordination of food and beverage staff or for stock control for one or more bars.

A.3 Kitchen stream

A.3.1 **Kitchen attendant grade 1** means an employee engaged in any of the following:

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

(b) assisting employees who are cooking; or

(c) assembling and preparing ingredients for cooking; or

(d) general pantry duties.

A.3.2 **Kitchen attendant grade 2** means an employee who has the appropriate level of training, and who is engaged in specialised non-cooking duties in a kitchen or food preparation area, or supervision of kitchen attendants of a lower classification.

A.3.3 **Kitchen attendant grade 3** means an employee who has the appropriate level of training, including a supervisory course, and who has responsibility for the supervision, training and co-ordination of kitchen attendants of a lower classification.

A.3.4 **Cook grade 1** means an employee who is engaged in cooking breakfasts and snacks, baking, pastry cooking or butchering.

A.3.5 **Cook grade 2** means an employee who has the appropriate level of training and who performs cooking duties such as baking, pastry cooking or butchering.

A.3.6 **Cook grade 3 (tradesperson)** means a commi chef or equivalent who has completed an apprenticeship or passed the appropriate trade test or who has the appropriate level of training, and who is engaged in cooking, baking, pastry cooking or butchering duties.

A.3.7 **Cook grade 4 (tradesperson)** means a demi chef or equivalent who has completed an apprenticeship or passed the appropriate trade test or who has the appropriate level of training and who is engaged to perform general or specialised cooking, butchering, baking or pastry cooking duties or supervises and trains other cooks and kitchen employees.

A.3.8 **Cook grade 5 (tradesperson)** means a chef de partie or equivalent who has completed an apprenticeship or passed the appropriate trade test or who has the appropriate level of training in cooking, butchering or pastry cooking and who performs any of the following:

(a) general and specialised duties, including supervision or training of kitchen employees; or

(b) ordering and stock control; or

(c) supervising other cooks and kitchen employees in a single kitchen establishment.

A.4 Administrative and general stream

A.4.1 **Clerical grade 1** means an employee who is required to perform basic clerical and routine office duties such as collating, filing, photocopying, and delivering messages.

A.4.2 **Clerical grade 2** means an employee who is engaged in general clerical or office duties, such as typing, filing, basic data entry and calculating functions.

A.4.3 **Clerical grade 3** means an employee who has the appropriate level of training and who performs any of the following:

(a) operates switchboard, paging system and office equipment; or

(b) uses knowledge of keyboard and function keys to enter and retrieve data through a computer terminal; or

(c) copy types at 25 words per minute with at least 98% accuracy; or

(d) maintains mail register and records; or

(e) maintains established paper-based filing/records systems in accordance with set procedures including creating and indexing new files, distributing files within the organisation as requested and monitoring file locations; or

(f) transcribes information into records, completes forms and takes telephone messages; or

(g) acquires and applies a working knowledge of office or sectional operating procedures and requirements; or

(h) acquires and applies a working knowledge of the organisation's structure and personnel in order to deal with inquiries at first instance, locates appropriate staff in different sections, relays internal information, responds to or redirects inquiries and greets visitors; or

(i) keeps appropriate records; or

(j) sorts, processes and records original source financial documents (for example, invoices, cheques and correspondence) on a daily basis, maintains and records petty cash; prepares bank deposits and withdrawals and does banking,

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

(k) operates computerised radio telephone equipment, micro/personal computer, printing devices attached to personal computer or dictaphone equipment; or

(l) produces documents and correspondence using knowledge of standard formats, touch types at 40 words per minute with at least 98% accuracy, audio types; or

(m) uses one or more software packages developed for a micro/ personal computer to operate and populate a database, spreadsheet/worksheet to achieve a desired result; graph previously prepared spreadsheet; use simple menu utilities of personal computer; or

(n) follows standard procedures or template for the preceding functions using existing models/fields of information; or

(o) creates and maintains and generates simple reports; or

(p) uses a central computer resource to an equivalent standard; or

(q) uses one or more software packages to create, format, edit, proof read, spell check, correct, print and save text documents, for example, standard correspondence and business documents; or

(r) takes shorthand notes at 70 wpm and transcribed with 95% accuracy; or

(s) arranges travel bookings and itineraries, makes appointments, screens telephone calls, follows visitors protocol procedures, establishes telephone contact on behalf of executive; or

(t) applies a working knowledge of the organisation's products/services, functions, locations and clients; or

(u) responds to and acts upon most internal/external inquiries in own function area; or

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

(w) maintains financial records and journals, collects and prepares time and wage records, prepares accounts queries from debtors, posts transactions to ledger.

A.4.4 **Clerical supervisor** means an employee who has the appropriate level of training including a supervisory course and who co-ordinates other clerical staff.

A.5 Stores stream

A.5.1 **Storeperson grade 1** means an employee who receives and stores general and perishable goods and cleans the store area.

A.5.2 **Storeperson grade 2** means an employee who, in addition to the duties for a storeperson grade 1, may also operate mechanical lifting equipment such as a fork-lift or who may perform duties of more complex nature.

A.5.3 **Storeperson grade 3** means an employee who has the appropriate level of training and who:

(a) implements quality control techniques and procedures; and

(b) understands and is responsible for a stores/warehouse area or a large section of such an area; and

(c) has a highly developed level of interpersonal and communication skills; and

(d) is able to supervise and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction; and

who may perform indicative tasks such as:

(e) liaising with management, suppliers and customers with respect to stores operations; detailing and co-ordinating activities of other storepersons and acting in a leading hand capacity for in excess of 10 storepersons; and

(f) maintaining control registers including inventory control and being responsible for preparation and reconciliation of regular reports or stock movements, dispatches, etc.; and

(g) supervising the receipt and delivery of goods, records, outgoing goods, responsible for the contents of a store.

A.6 Security stream

A.6.1 **Doorperson/security officer grade 1** means a person who assists in the maintenance of dress standards and good order at an establishment.

A.6.2 **Timekeeper/security officer grade 2** means a person who is responsible for the timekeeping of employees, the security of keys, the checking in and out of delivery vehicles or the supervision of doorperson/security officer grade 1 employees.

A.7 Handyperson

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

Schedule AA—Classification Structure and Definitions

[Sched AA inserted by PR732377 ppc 11Aug21]

Note: To avoid any doubt, for any employee at the introductory level, their duties as stipulated under the current award in Schedule A—Classification Structure and Definitions will remain unchanged.

AA.1 Schedule AA operates from 11 August 2021 until 10 August 2022. The period of operation can be extended on application to the Fair Work Commission.

AA.2 Restaurant/Café Worker Grade 1

AA.2.1 Means an employee who is engaged in any of the following:

(a) picking up glasses; or

(b) providing general assistance to food and beverage attendants of a higher classification not including service to customers; or

(c) removing food plates; or

(d) setting or wiping down tables; or

(e) cleaning and tidying associated areas; or

(f) receiving money; or

(g) cooking breakfasts and snacks, baking, pastry cooking or butchering; or

(h) general cleaning duties within a kitchen or food preparation area and scullery, including cleaning cooking and general utensils used in a kitchen and restaurant; or

(i) assisting employees who are cooking; or

(j) assembling and preparing ingredients for cooking; or

(k) general pantry duties.

AA.2.2 In addition to the duties set out in AA.2.1, means an employee who has not achieved the appropriate level of training and who is engaged in any of the following:

(a) supplying, dispensing or mixing liquor; or

(b) assisting in the cellar; or

(c) undertaking general waiting duties for food or beverages, including cleaning tables; or

(d) receiving money; or

(e) attending a snack bar; or

(f) performing delivery duties; or

(g) taking reservations and greeting and seating guests.

AA.2.3 In addition to the duties set out in AA.2.1 and AA.2.2, 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.

AA.3 Restaurant/Café Worker Grade 2

AA.3.1 Means an employee who has the appropriate level of training and is engaged in any of the following:

(a) supplying, dispensing or mixing liquor; or

(b) assisting in the cellar; or

(c) undertaking general waiting duties for both food and liquor, including cleaning tables; or

(d) receiving money; or

(e) assisting in the training and supervision of food and beverage attendants of a lower classification; or

(f) delivery duties; or

(g) taking reservations and greeting and seating guests; or

(h) cooking duties such as baking, pastry cooking or butchering.

AA.3.2 In addition to the duties set out in AA.3.1, means an employee who has the appropriate level of training, which may include a supervisory course, and who has responsibility for the supervision, training and co-ordination of kitchen attendants of a lower classification.

AA.4 Restaurant/Café Worker Grade 3

AA.4.1 Means an employee who has the appropriate level of training, which can include a supervisory course, who:

(a) carries out specialised skilled duties in a fine dining room or a restaurant; or

(b) has responsibility for the supervision, training and co-ordination of food and beverage staff or for stock control for one or more bars.

NOTE: To avoid any doubt, an employee classified in one of the classifications set out in this Schedule shall perform all the duties of the classification as required by the employer.

AA.5 Chef stream

AA.5.1 Chef grade 1 (tradesperson) means a commi chef or equivalent who has completed an apprenticeship or passed the appropriate trade test or who has the appropriate level of training, and who is engaged in cooking, baking, pastry cooking or butchering duties.

AA.5.2 Chef grade 2 (tradesperson) means a demi chef or equivalent who has completed an apprenticeship or passed the appropriate trade test or who has the appropriate level of

training and who is engaged to perform general or specialised cooking, butchering, baking or pastry cooking duties or supervises and trains other cooks and kitchen employees.

AA.5.3 Chef grade 3 (tradesperson) means a chef de partie or equivalent who has completed an apprenticeship or passed the appropriate trade test or who has the appropriate level of training in cooking, butchering or pastry cooking and who performs any of the following:

(a) general and specialised duties, including supervision or training of kitchen employees; or

(b) ordering and stock control; or

(c) supervising other cooks and kitchen employees in a single kitchen establishment.

Schedule B—Summary of Hourly Rates of Pay

[Varied by PR718937, PR729382, PR740805, PR762228, PR767908, PR774010, PR786658]

See also clause Part 4—Wages and Allowances and Part 5—Overtime and Penalty Rates.

B.1 Adult employees

B.1.1 Full-time and part-time adult employees—ordinary and penalty rates

[B.1.1 varied by PR718937, PR729382, PR740805, PR762228, PR774010, PR786658 ppc 01Jul25]

	Ordinary hours[1]	Saturday	Sunday	Public holiday	Public holiday[2]
	% of minimum hourly rate				
	100%	125%	150%	225%	125%
	$	$	$	$	$
Introductory Level	24.28	30.35	36.42	54.63	30.35
Level 1	24.95	31.19	37.43	56.14	31.19
Level 2	25.85	32.31	38.78	58.16	32.31
Level 3	26.70	33.38	40.05	60.08	33.38
Level 4	28.12	35.15	42.18	63.27	35.15
Level 5	29.88	37.35	44.82	67.23	37.35
Level 6	30.68	38.35	46.02	69.03	38.35

[1] Additional shift penalties apply in accordance with **Table 8—Penalty rates**.

[2] By agreement with equivalent paid time added to employee's annual leave or one day instead of public holidays (**Table 8—Penalty rates**).

B.1.2 Full-time and part-time adult employees—overtime rates

[B.1.2 varied by PR718937, PR729382, PR740805, PR762228, PR774010, PR786658 ppc 01Jul25]

	Monday to Friday		Saturday		Sunday – all time worked	Rostered day off – all time worked
	First 2 hours	After 2 hours	First 2 hours	After 2 hours		
	% of minimum hourly rate					
	150%	200%	175%	200%	200%	200%
	$	$	$	$	$	$
Introductory Level	36.42	48.56	42.49	48.56	48.56	48.56
Level 1	37.43	49.90	43.66	49.90	49.90	49.90
Level 2	38.78	51.70	45.24	51.70	51.70	51.70
Level 3	40.05	53.40	46.73	53.40	53.40	53.40
Level 4	42.18	56.24	49.21	56.24	56.24	56.24

	Monday to Friday		Saturday		Sunday – all time worked	Rostered day off – all time worked
	First 2 hours	After 2 hours	First 2 hours	After 2 hours		
	% of minimum hourly rate					
	150%	200%	175%	200%	200%	200%
	$	$	$	$	$	$
Level 5	44.82	59.76	52.29	59.76	59.76	59.76
Level 6	46.02	61.36	53.69	61.36	61.36	61.36

B.1.3 Casual adult employees—ordinary and penalty rates

[B.1.3 varied by PR718937, PR729382, PR740805, PR762228, PR774010, PR786658 ppc 01Jul25]

	Ordinary hours[1]	Saturday	Sunday – Introductory to Level 2	Sunday – Level 3 to Level 6	Public holiday
	% of minimum hourly rate				
	125%	150%	150%	175%	250%
	$	$	$	$	$
Introductory Level	30.35	36.42	36.42	–	60.70
Level 1	31.19	37.43	37.43	–	62.38
Level 2	32.31	38.78	38.78	–	64.63
Level 3	33.38	40.05	–	46.73	66.75
Level 4	35.15	42.18	–	49.21	70.30
Level 5	37.35	44.82	–	52.29	74.70
Level 6	38.35	46.02	–	53.69	76.70

[1] Additional shift penalties apply in accordance with **Table 8—Penalty rates**.

B.1.4 Casual adult employees—overtime rates

[B.1.4 varied by PR718937, PR729382, PR740805, PR762228, PR774010, PR786658 ppc 01Jul25]

	Monday to Friday		Saturday		Sunday – all time worked
	First 2 hours	After 2 hours	First 2 hours	After 2 hours	
	% of minimum hourly rate				
	150%	200%	175%	200%	200%
	$	$	$	$	$
Introductory Level	36.42	48.56	42.49	48.56	48.56
Level 1	37.43	49.90	43.66	49.90	49.90

	Monday to Friday		Saturday		Sunday – all time worked
	First 2 hours	After 2 hours	First 2 hours	After 2 hours	
	% of minimum hourly rate				
	150%	200%	175%	200%	200%
	$	$	$	$	$
Level 2	38.78	51.70	45.24	51.70	51.70
Level 3	40.05	53.40	46.73	53.40	53.40
Level 4	42.18	56.24	49.21	56.24	56.24
Level 5	44.82	59.76	52.29	59.76	59.76
Level 6	46.02	61.36	53.69	61.36	61.36

B.2 Junior employees

B.2.1 The **junior hourly rate** is based on a percentage of the appropriate adult rate in accordance with clause 18.2—Junior rates. Adult rates apply from 21 years of age in accordance with clause 18.1—Adult rates.

B.2.2 Full-time and part-time junior employees—ordinary and penalty rates

[B.2.2 varied by PR718937, PR729382, PR740805, PR762228, PR767908, PR774010, PR786658 ppc 01Jul25]

	Ordinary hours[1]	Saturday	Sunday	Public holiday	Public holiday[2]
	% of junior hourly rate				
	100%	125%	150%	225%	125%
	$	$	$	$	$
Introductory Level					
Under 17 years of age	12.14	15.18	18.21	27.32	15.18
17 years of age	14.57	18.21	21.86	32.78	18.21
18 years of age	17.00	21.25	25.50	38.25	21.25
19 years of age	20.64	25.80	30.96	46.44	25.80
20 years of age	24.28	30.35	36.42	54.63	30.35
Level 1					
Under 17 years of age	12.47	15.59	18.71	28.06	15.59
17 years of age	14.97	18.71	22.46	33.68	18.71
18 years of age	17.46	21.83	26.19	39.29	21.83
19 years of age	21.21	26.51	31.82	47.72	26.51
20 years of age	24.95	31.19	37.43	56.14	31.19

	Ordinary hours[1]	Saturday	Sunday	Public holiday	Public holiday[2]
	% of junior hourly rate				
	100%	125%	150%	225%	125%
	$	$	$	$	$
Level 2					
Under 17 years of age	12.93	16.16	19.40	29.09	16.16
17 years of age	15.51	19.39	23.27	34.90	19.39
18 years of age	18.10	22.63	27.15	40.73	22.63
19 years of age	21.97	27.46	32.96	49.43	27.46
20 years of age	25.85	32.31	38.78	58.16	32.31
Level 3					
18 years of age	18.69	23.36	28.04	42.05	23.36
19 years of age	22.70	28.38	34.05	51.08	28.38
20 years of age	26.70	33.38	40.05	60.08	33.38
Level 4					
18 years of age	19.68	24.60	29.52	44.28	24.60
19 years of age	23.90	29.88	35.85	53.78	29.88
20 years of age	28.12	35.15	42.18	63.27	35.15
Level 5					
18 years of age	20.92	26.15	31.38	47.07	26.15
19 years of age	25.40	31.75	38.10	57.15	31.75
20 years of age	29.88	37.35	44.82	67.23	37.35

[1] Additional shift penalties apply in accordance with **Table 8—Penalty rates**.

[2] By agreement with equivalent paid time added to employee's annual leave or one day instead of public holidays (**Table 8—Penalty rates**).

B.2.3 Full-time and part-time junior employees—overtime rates

[B.2.3 varied by PR718937, PR729382, PR740805, PR762228, PR767908, PR774010, PR786658 ppc 01Jul25]

	Monday to Friday		Saturday		Sunday - all time worked	Rostered day off – all time worked
	First 2 hours	After 2 hours	First 2 hours	After 2 hours		
	% of junior hourly rate					
	150%	200%	175%	200%	200%	200%
	$	$	$	$	$	$
Introductory Level						
Under 17 years of age	18.21	24.28	21.25	24.28	24.28	24.28
17 years of age	21.86	29.14	25.50	29.14	29.14	29.14
18 years of age	25.50	34.00	29.75	34.00	34.00	34.00
19 years of age	30.96	41.28	36.12	41.28	41.28	41.28
20 years of age	36.42	48.56	42.49	48.56	48.56	48.56
Level 1						
Under 17 years of age	18.71	24.94	21.82	24.94	24.94	24.94
17 years of age	22.46	29.94	26.20	29.94	29.94	29.94
18 years of age	26.19	34.92	30.56	34.92	34.92	34.92
19 years of age	31.82	42.42	37.12	42.42	42.42	42.42
20 years of age	37.43	49.90	43.66	49.90	49.90	49.90
Level 2						
Under 17 years of age	19.40	25.86	22.63	25.86	25.86	25.86
17 years of age	23.27	31.02	27.14	31.02	31.02	31.02
18 years of age	27.15	36.20	31.68	36.20	36.20	36.20
19 years of age	32.96	43.94	38.45	43.94	43.94	43.94
20 years of age	38.78	51.70	45.24	51.70	51.70	51.70
Level 3						
18 years of age	28.04	37.38	32.71	37.38	37.38	37.38
19 years of age	34.05	45.40	39.73	45.40	45.40	45.40
20 years of age	40.05	53.40	46.73	53.40	53.40	53.40
Level 4						
18 years of age	29.52	39.36	34.44	39.36	39.36	39.36

	Monday to Friday		Saturday		Sunday - all time worked	Rostered day off – all time worked
	First 2 hours	After 2 hours	First 2 hours	After 2 hours		
	% of junior hourly rate					
	150%	200%	175%	200%	200%	200%
	$	$	$	$	$	$
19 years of age	35.85	47.80	41.83	47.80	47.80	47.80
20 years of age	42.18	56.24	49.21	56.24	56.24	56.24
Level 5						
18 years of age	31.38	41.84	36.61	41.84	41.84	41.84
19 years of age	38.10	50.80	44.45	50.80	50.80	50.80
20 years of age	44.82	59.76	52.29	59.76	59.76	59.76

B.2.4 Casual junior employees—ordinary and penalty rates

[B.2.4 varied by PR718937, PR729382, PR740805, PR762228, PR767908, PR774010, PR786658 ppc 01Jul25]

	Ordinary hours[1]	Saturday	Sunday – Introductory to Level 2	Sunday – Level 3 to Level 6	Public holiday
	% of junior hourly rate				
	125%	150%	150%	175%	250%
	$	$	$	$	$
Introductory Level					
Under 17 years of age	15.18	18.21	18.21	–	30.35
17 years of age	18.21	21.86	21.86	–	36.43
18 years of age	21.25	25.50	25.50	–	42.50
19 years of age	25.80	30.96	30.96	–	51.60
20 years of age	30.35	36.42	36.42	–	60.70
Level 1					
Under 17 years of age	15.59	18.71	18.71	–	31.18
17 years of age	18.71	22.46	22.46	–	37.43
18 years of age	21.83	26.19	26.19	–	43.65
19 years of age	26.51	31.82	31.82	–	53.03
20 years of age	31.19	37.43	37.43	–	62.38
Level 2					

	Ordinary hours[1]	Saturday	Sunday – Introductory to Level 2	Sunday – Level 3 to Level 6	Public holiday
	% of junior hourly rate				
	125%	150%	150%	175%	250%
	$	$	$	$	$
Under 17 years of age	16.16	19.40	19.40	–	32.33
17 years of age	19.39	23.27	23.27	–	38.78
18 years of age	22.63	27.15	27.15	–	45.25
19 years of age	27.46	32.96	32.96	–	54.93
20 years of age	32.31	38.78	38.78	–	64.63
Level 3					
18 years of age	23.36	28.04	–	32.71	46.73
19 years of age	28.38	34.05	–	39.73	56.75
20 years of age	33.38	40.05	–	46.73	66.75
Level 4					
18 years of age	24.60	29.52	–	34.44	49.20
19 years of age	29.88	35.85	–	41.83	59.75
20 years of age	35.15	42.18	–	49.21	70.30
Level 5					
18 years of age	26.15	31.38	–	36.61	52.30
19 years of age	31.75	38.10	–	44.45	63.50
20 years of age	37.35	44.82	–	52.29	74.70

[1] Additional shift penalties apply in accordance with **Table 8—Penalty rates**.

B.2.5 Casual junior employees—overtime rates

[B.2.5 varied by PR718937, PR729382, PR740805, PR762228, PR767908, PR774010, PR786658 ppc 01Jul25]

	Monday to Friday		Saturday		Sunday – all time worked
	First 2 hours	After 2 hours	First 2 hours	After 2 hours	
	% of junior hourly rate				
	150%	200%	175%	200%	200%
	$	$	$	$	$
Introductory Level					
Under 17 years of age	18.21	24.28	21.25	24.28	24.28

	Monday to Friday		Saturday		Sunday – all time worked
	First 2 hours	After 2 hours	First 2 hours	After 2 hours	
	% of junior hourly rate				
	150%	200%	175%	200%	200%
	$	$	$	$	$
17 years of age	21.86	29.14	25.50	29.14	29.14
18 years of age	25.50	34.00	29.75	34.00	34.00
19 years of age	30.96	41.28	36.12	41.28	41.28
20 years of age	36.42	48.56	42.49	48.56	48.56
Level 1					
Under 17 years of age	18.71	24.94	21.82	24.94	24.94
17 years of age	22.46	29.94	26.20	29.94	29.94
18 years of age	26.19	34.92	30.56	34.92	34.92
19 years of age	31.82	42.42	37.12	42.42	42.42
20 years of age	37.43	49.90	43.66	49.90	49.90
Level 2					
Under 17 years of age	19.40	25.86	22.63	25.86	25.86
17 years of age	23.27	31.02	27.14	31.02	31.02
18 years of age	27.15	36.20	31.68	36.20	36.20
19 years of age	32.96	43.94	38.45	43.94	43.94
20 years of age	38.78	51.70	45.24	51.70	51.70
Level 3					
18 years of age	28.04	37.38	32.71	37.38	37.38
19 years of age	34.05	45.40	39.73	45.40	45.40
20 years of age	40.05	53.40	46.73	53.40	53.40
Level 4					
18 years of age	29.52	39.36	34.44	39.36	39.36
19 years of age	35.85	47.80	41.83	47.80	47.80
20 years of age	42.18	56.24	49.21	56.24	56.24
Level 5					
18 years of age	31.38	41.84	36.61	41.84	41.84
19 years of age	38.10	50.80	44.45	50.80	50.80
20 years of age	44.82	59.76	52.29	59.76	59.76

B.3 Full-time and part-time junior apprentices—cooking trade

B.3.1 The **junior apprentice—cooking trade hourly rate** is based on a percentage of the Level 4 adult rate in accordance with clause 18.1—Adult rates.

B.3.2 Full-time and part-time junior apprentices—cooking trade—ordinary and penalty rates

[B.3.2 varied by PR718937, PR729382, PR740805, PR762228, PR774010, PR786658 ppc 01Jul25]

	Ordinary hours[1]	Saturday	Sunday	Public holiday	Public holiday[2]
	% of junior apprentice hourly rate				
	100%	125%	150%	225%	125%
	$	$	$	$	$
1st year	15.46	19.33	23.19	34.79	19.33
2nd year	18.28	22.85	27.42	41.13	22.85
3rd year	22.49	28.11	33.74	50.60	28.11
4th year - not attained standard of proficiency	26.71	33.39	40.07	60.10	33.39
4th year - attained standard of proficiency	28.12	35.15	42.18	63.27	35.15

[1] Additional shift penalties apply in accordance with **Table 8—Penalty rates**.

[2] By agreement with equivalent paid time added to employee's annual leave or one day instead of public holidays (**Table 8—Penalty rates**).

B.3.3 Full-time and part-time junior apprentices—cooking trade—overtime rates

[B.3.3 varied by PR718937, PR729382, PR740805, PR762228, PR774010, PR786658 ppc 01Jul25]

	Monday to Friday		Saturday		Sunday – all time worked	Rostered day off – all time worked
	First 2 hours	After 2 hours	First 2 hours	After 2 hours		
	% of junior apprentice hourly rate					
	150%	200%	175%	200%	200%	200%
	$	$	$	$	$	$
1st year	23.19	30.92	27.06	30.92	30.92	30.92
2nd year	27.42	36.56	31.99	36.56	36.56	36.56
3rd year	33.74	44.98	39.36	44.98	44.98	44.98
4th year - not attained standard of proficiency	40.07	53.42	46.74	53.42	53.42	53.42
4th year - attained standard of proficiency	42.18	56.24	49.21	56.24	56.24	56.24

B.4 Full-time and part-time adult apprentices—cooking trade

NOTE: The adult apprentice cooking rate applies only to adult apprentices who started their apprenticeship on or after 1 January 2014. Adult apprentices who started their apprenticeship before 1 January 2014 are not entitled to the adult apprentice rates.

B.4.1 The **adult apprentice—cooking trade hourly rate** is calculated in accordance with clause 18.5—Adult apprentices.

B.4.2 Full-time and part-time adult apprentices—cooking trade—ordinary and penalty rates

[B.4.2 varied by PR718937, PR729382, PR740805, PR762228, PR774010, PR786658 ppc 01Jul25]

	Ordinary hours[1]	**Saturday**	**Sunday**	**Public holiday**	**Public holiday[2]**
	% of adult apprentice hourly rate				
	100%	**125%**	**150%**	**225%**	**125%**
	$	**$**	**$**	**$**	**$**
1st year	22.49	28.11	33.74	50.60	28.11
2nd year	24.28	30.35	36.42	54.63	30.35
3rd year	24.28	30.35	36.42	54.63	30.35
4th year - not attained standard of proficiency	26.71	33.39	40.07	60.10	33.39
4th year - attained standard of proficiency	28.12	35.15	42.18	63.27	35.15

[1] Additional shift penalties apply in accordance with **Table 8—Penalty rates**

[2] By agreement with equivalent paid time added to employee's annual leave or one day instead of public holidays (**Table 8—Penalty rates**)

B.4.3 Full-time and part-time adult apprentices—cooking trade—overtime rates

[B.4.3 varied by PR718937, PR729382, PR740805, PR762228, PR774010, PR786658 ppc 01Jul25]

	Monday to Friday		**Saturday**		**Sunday – all time worked**	**Rostered day off – all time worked**
	First 2 hours	**After 2 hours**	**First 2 hours**	**After 2 hours**		
	% of adult apprentice hourly rate					
	150%	**200%**	**175%**	**200%**	**200%**	**200%**
	$	**$**	**$**	**$**	**$**	**$**
1st year	33.74	44.98	39.36	44.98	44.98	44.98
2nd year	36.42	48.56	42.49	48.56	48.56	48.56
3rd year	36.42	48.56	42.49	48.56	48.56	48.56

	Monday to Friday		Saturday		Sunday – all time worked	Rostered day off – all time worked
	First 2 hours	After 2 hours	First 2 hours	After 2 hours		
	% of adult apprentice hourly rate					
	150%	200%	175%	200%	200%	200%
	$	$	$	$	$	$
4th year - not attained standard of proficiency	40.07	53.42	46.74	53.42	53.42	53.42
4th year - attained standard of proficiency	42.18	56.24	49.21	56.24	56.24	56.24

Schedule C—Summary of Monetary Allowances

[Varied by PR718937, PR719089, PR729382, PR729562, PR740805, PR740968, PR750871, PR762228, PR762399, PR774010, PR774178, PR786827]

See clause 21—Allowances for full details of allowances payable under this award.

C.1 Wage-related allowances

[C.1.1 varied by PR718937, PR729382, PR740805, PR762228, PR774010, PR786658 ppc 01Jul25]

C.1.1 The following wage-related allowances are based on the standard rate as defined in clause 2—Definitions as the minimum rate for a Level 4 classification (Cook grade 3 (tradesperson)) in clause 18.1—Adult rates = **$1068.40**.

Allowance	Clause	% of standard rate	$	Payable
Split shift allowance—full-time and part-time employees	21.3(b)	0.5	5.34	per each separate work period of 2 hours or more

C.1.2 Automatic adjustment of wage–related allowances

[C.1.2 renamed and substituted by PR750871 ppc 15Mar23]

The amount of each wage-related allowance is the percentage of the standard rate specified for the allowance and will automatically adjust to reflect the specified percentage when the standard rate is varied.

C.2 Expense-related allowances

[C.2.1 varied by PR719089, PR729562, PR740968, PR762399, PR774178, PR786827 ppc 01Jul25]

C.2.1 The following expense-related allowances will be payable to employees in accordance with clause 21—Allowances:

Allowance	Clause	$	Payable
Meal allowance—overtime of more than 2 hours without a day's notification	21.2	16.73	per occasion
Clothing, equipment and tool allowance—cook or apprentice cook—Per day or part day	21.4(a)	2.03	per day or part day
Clothing, equipment and tool allowance—cook or apprentice cook—Maximum per week—an amount of up to	21.4(a)	9.94	per week

C.2.2 Adjustment of expense-related allowances

(a) At the time of any adjustment to the standard rate, each expense-related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable

index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

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

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Tools allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group

C.3 Penalty rates

[C.3 varied by PR718937, PR729382, PR740805, PR762228, PR774010, PR786658 ppc 01Jul25]

The penalty rates in this award are based on the standard hourly rate as defined in clause 2—Definitions as the minimum hourly rate for a Level 4 classification (Cook grade 3 (tradesperson)) in clause 18.1—Adult rates = **$28.12**.

Penalty	Clause	% of standard hourly rate	$	Payable
Monday to Friday—10.00 pm to midnight	24.2	10.0	2.81	per hour or part thereof
Monday to Friday—midnight to 6.00 am	24.2	15.0	4.22	per hour or part thereof

Schedule D—School-based Apprentices

D.1 In this Schedule:

D.1.1 **off-the-job training** is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job; and

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

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

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

D.4 Where an apprentice is a full-time school student, the time spent in off-the-job training, for which the apprentice must be paid, is **25%** of the actual hours worked each week on-the-job. The wages paid for time spent in training may be averaged over the semester or year.

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

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

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

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

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

D.9 If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.

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

Schedule E—Supported Wage System

[Varied by PR719661, PR729672, PR742256, PR762969, PR774051, PR786538]

E.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

E.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

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

relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged.

supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au.

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.

E.3 Eligibility criteria

E.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

E.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

E.4 Supported wage rates

E.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause E.5) %	Relevant minimum wage %
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

[E.4.2 varied by PR719661, PR729672, PR742256, PR762969, PR774051, PR786538 ppc 01Jul25]

E.4.2 Provided that the minimum amount payable must be not less than **$109** per week.

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

E.5 Assessment of capacity

E.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the SWS by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

E.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

E.6 Lodgement of SWS wage assessment agreement

E.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

E.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

E.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the SWS.

E.8 Other terms and conditions of employment

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

E.9 Workplace adjustment

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

E.10 Trial period

E.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

E.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

[E.10.3 varied by PR719661, PR729672, PR742256, PR762969, PR774051, PR786538 ppc 01Jul25]

E.10.3 The minimum amount payable to the employee during the trial period must be no less than **$109** per week.

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

E.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause E.5.

Schedule F—Agreement to Take Annual Leave in Advance

Link to PDF copy of Agreement to Take Annual Leave in Advance.

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ___/___/20___

Schedule G—Agreement to Cash Out Annual Leave

Link to PDF copy of Agreement to Cash Out Annual Leave.

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ___/___/20___

[Schedule H—Part-day Public Holidays varied by PR740708; deleted by PR747479 ppc 14Nov22]

[Schedule I—Award Flexibility During the COVID-19 Pandemic substituted by PR720589; deleted by PR742725 ppc 17Jun22]

Schedule R—Award flexibility for COVID-19 Pandemic Recovery

[Sched R inserted by PR732377 ppc 11Aug21; varied by PR732375; corrected by PR732924]

R.1 The provisions of Schedule R are aimed at preserving the ongoing viability of businesses and preserving jobs during the COVID-19 pandemic and do not set any precedent in relation to award entitlements after its expiry date. Schedule R operates from 11 August 2021 until 10 August 2022. The period of operation can be extended on application to the Fair Work Commission.

R.2 During the operation of Schedule R, the following provisions apply:

R.3 Exemption Rate

NOTE 1: Exemption rate agreements under clause R.3 **only apply** to full time employees paid at Level 5 or 6 rates of pay. This clause does **not** apply to Level 1 to 4 employees.

NOTE 2: Under the NES (see section 62 of the Act) an employee may refuse to work additional hours if they are unreasonable. Section 62 sets out factors to be taken into account in determining whether the additional hours are reasonable or unreasonable.

R.3.1 An employer and a full time employee (paid at the Level 5 or Level 6 rate of pay) may enter into an agreement to pay the employee no less than 170% of their relevant Level rate of pay each week as set out in clause 18—Minimum rates of this award (the **Exemption Rate**).

R.3.2 Where an agreement to pay the Exemption Rate has been made, the following clauses of this award shall not apply:

(a) clauses 16.5 and 16.6 (meal break);

(b) clause 21 (allowances);

(c) clause 23 (overtime rates) but not clause 23.2; and

(d) clause 24 (penalty rates).

R.3.3 Where an agreement has been made to pay an employee the Exemption Rate the employee must be paid the Exemption Rate for each hour worked up to and including 57 hours in a week and for hours worked in excess of 57 hours in a week the employee must be paid:

(a) 150% of the Exemption Rate for the first two hours in excess of 57 hours in the week; and then

(b) 200% of the Exemption Rate thereafter in the week.

R.3.4 The Exemption Rate shall be the rate for the purposes of calculating:

(a) personal leave; and

(b) annual leave.

R.3.5 Clause R.3 does not apply to employees classified under the administrative and general stream (Schedule A.4).

R.4 Classification Structure and Definitions

R.4.1 Subject to clause R.4.2 an employer may elect to classify all relevant employees in accordance with the classifications set out in Schedule AA in substitution for classifying the employee in accordance with Schedule A.

[R.4.2 varied by PR732375 ppc 01Nov21]

R.4.2 An employee who is classified in accordance with Schedule AA shall be paid the minimum rate for the relevant classification in Schedule AA as set out in the table below in substitution for the minimum rates set out in clause 18—Minimum rates of the award that would otherwise apply:

Column 1 **Employee classification**	**Column 2** **Employee stream and grade**	**Column 3** **Minimum weekly rate** **(full-time employee)**	**Column 4** **Minimum hourly rate**
		$	**$**
Restaurant/Café Stream			
Level 2	Grade 1 - Restaurant/Café Worker	825.20	21.72
Level 3	Grade 2 - Restaurant/Café Worker	853.60	22.46
Level 5	Grade 3 - Restaurant/Café Worker	955.90	25.16
Chef stream			
Level 4	Grade 1 - Chef	899.50	23.67
Level 5	Grade 2 - Chef	955.90	25.16
Level 6	Grade 3 - Chef	981.50	25.83

R.5 Substitute Allowance

Subject to this clause:

[R.5.1 varied by PR732375 ppc 01Nov21; corrected by PR732924 ppc 01Nov21]

R.5.1 an employer and an employee may enter into an agreement to pay the employee a substitute allowance as below (the **Substitute Allowance**):

Column 1 **Employee level**	**Column 2** **Allowance per hour**
	$
Introductory	1.64
Level 1	1.64

Column 1 Employee level	Column 2 Allowance per hour
	$
Level 2	1.05
Level 3	1.00
Level 4	0.92
Level 5	1.04
Level 6	1.11

[R.5.2 varied by PR732375 ppc 01Nov21; corrected by PR732924 ppc 01Nov21]

R.5.2 An employer and at least 75% of the employees in the workplace concerned may agree to pay all of the employees in the workplace a Substitute Allowance as below:

Column 1 Employee level	Column 2 Allowance per hour
	$
Introductory	1.64
Level 1	1.64
Level 2	1.05
Level 3	1.00
Level 4	0.92
Level 5	1.04
Level 6	1.11

R.5.3 Where an agreement to pay the Substitute Allowance has been made in accordance with clause R.5, the following clauses of this award shall not apply:

(a) clauses 16.5 and 16.6 (meal break);

(b) clause 21.2 (meal allowance);

(c) clause 21.3 (split shift allowance);

(d) clause 21.4 (tool and equipment allowance);

(e) clause 21.5 (special clothing allowance); and

(f) clause 21.6 (distance work allowance).

R.5.4 The Substitute Allowance shall be paid for all purposes of this award.

R.5.5 The Substitute Allowance is adjusted in accordance with increases to wages.

R.6 Manner of Application

R.6.1 To avoid any doubt, clauses R.3 to R.5 inclusive operate on the following basis:

(a) **Exemption Rate (R.3):** individual employer and full time employee agreement;

(b) **Classification Structure and Definitions (R.4)**: employer election to apply to all relevant employees in the workplace; and

(c) **Substitute Allowance (R.5):** individual employer and employee agreement or all employees in the workplace collectively, if at least 75% of the employees agree.

R.7 Agreement to be recorded in writing

R.7.1 Individual agreements

Where an employer and employee enter into an agreement under clause Schedule R.3 or R.5 it must:

(a) be in writing;

(b) specify, in writing, that either party may withdraw from the agreement by giving 4 weeks' notice;

(c) be signed by the employer and the employee; and

(d) state the date the agreement commences operation.

R.7.2 Agreements with at least 75 per cent of employees

Where an employer and 75% of their employees enter into an agreement under clause R.5.2 it must:

(a) be in writing;

(b) be signed by at least one of the employees; and

(c) state the date the agreement commences operation.

R.8 Termination of Agreement

R.8.1 Where an employer and individual employee enter into an agreement under clause R.3, either party may terminate that agreement by giving the other party no less than 4 weeks' notice in writing.

R.8.2 Where an employer and individual employee enter into an agreement under clause R.5.1 either party may terminate that agreement by giving the other party no less than 4 weeks' notice in writing.

R.8.3 Agreements made under clause R.5.2 can be terminated by 50% plus one of the employees being covered by the agreement serving 4 weeks' notice on the employer in writing.

R.9 Consultation

R.9.1 Prior to initiating any of the provisions in clauses R.3 to R.5, the employer must consult with all employees affected by the proposed change and their representatives (if any).

R.9.2 For the purpose of the consultation, the employer must:

(a) Provide to the employees and their representatives (if any) information about the proposed change (for example, information about the nature of the change and when it is to begin); and

(b) Invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also their representative (if any) to give their views about that impact.

R.9.3 The employer must consider any views given under clause R.9.2(b).

R.10 Consent Arbitration

R.10.1 An employer who enters into an agreement under the provisions of Schedule R provides consent to a dispute being settled by the Fair Work Commission through arbitration in accordance with clause 34—Dispute resolution and section 739(4) of the Act.

R.10.2 In arbitrating a dispute, the Fair Work Commission may:

(a) terminate an agreement made under Schedule R if it determines that it was not entered into genuinely;

(b) terminate an agreement made under Schedule R if it determines that the employer failed to consult as required by clause R.9;

(c) require an employer to pay an employee the difference between what they were paid under this Schedule and what they would otherwise have received under this award if the Fair Work Commission determines that any agreement entered into under this Schedule was unfair for an employee (including in circumstances where it is shown that an employee would have earned more if an agreement under this Schedule had not been entered into and the employee had been paid in accordance with the terms of the award); and

(d) terminate an agreement made under Schedule R if the Fair Work Commission determines that any agreement entered into under this Schedule was unfair for the employee.

[Schedule X—Additional Measures During the COVID-19 Pandemic varied by PR720774, PR723052, PR728081, PR736911; deleted by PR746868 ppc 17Oct22]