

HOSPITALITY GROUP TRAINING/LHMU COLLECTIVE AGREEMENT 2007 - 2011



**BETTER WAGES
BETTER CONDITIONS
BETTER JOBS**

A Union Collective Agreement between:

**Liquor Hospitality and Miscellaneous Union
and Hospitality Group Training**

Hospitality Group Training/ LHMU Collective Agreement 2007-2011

PART 1 – APPLICATION AND OPERATION OF AGREEMENT

CLAUSE 1.1 - TITLE

This Agreement shall be known as the Hospitality Group Training / LHMU Collective Agreement 2007-2011.

CLAUSE 2 - ARRANGEMENT

This Agreement is arranged as follows:

Part 1 – Application and Operation of Agreement

- 1 Title
- 2 Arrangement
- 3 Parties Bound
- 4 Application
- 5 Savings Clause
- 6 Relationship to the NAPSA
- 7 Area of Operation
- 8 Date and Period of Operation
- 9 Objectives of Agreement
- 10 Definitions
- 11 No Extra Claims
- 12 Variation of Agreement
- 13 Contract of Employment
- 14 Employment Policies
- 15 Termination of Agreement
- 16 Continuous Service

Part 2 – Communication, Consultation and Dispute Resolution

- 17 Consultation
- 18A Disputes and Grievance procedure relating to Contracts of Training
- 18B Alternative Dispute Settling Procedure
- 19 Representatives
- 20 Anti-Discrimination

Part 3 – Employer and Employees' Duties, Employment Relationship and Related Arrangements

- 21 Employment Categories
- 22 Apprentice Cooks
- 23 Breakages
- 24 Termination of Employment

Part 4 – Wages and Related Matters

- 25 Wages
- 26 Payment of Wages
- 27 Superannuation

Part 5 – Hours of Work, Breaks, Saturday and Sunday Work and Overtime

- 28 Hours of Work
- 29 Roster of Hours
- 30 Rostered Days Off
- 31 Overtime, Saturday and Sunday Work
- 32 Meals Times and Meals

Part 6 – Leave of Absence and Holidays

- 33 Annual Leave
- 34 Personal/Carer's Leave
- 35 Compassionate Leave
- 36 Parental Leave
- 37 Public Holidays
- 38 Christmas Day Falling on a Saturday or Sunday
- 39 Industry Leisure Day

Part 7 – Occupational Health and Safety Matters

- 40 Clothing
- 41 First-Aid

Part 8 – Agreement Compliance and Related Matters

- 42 Time and Wages Records
- 43 Posting up of Agreement

Schedules

- Sch. 1 Wages
- Sch. 2 Allowances
- Sch. 3 Supported Wage Provisions
- Sch. 4 Training Wage Arrangements

Appendix A Alternative Rostering Arrangements

Signatures

CLAUSE 3- PARTIES BOUND

- 3.1 The parties to this Agreement are:
 - 3.1.1 Liquor Hospitality and Miscellaneous Union (LHMU) (“The Union”)
 - 3.1.2 Hospitality Group Training Incorporated (“HGT”) (“The Employer”)
 - 3.1.3 The employees employed by Hospitality Group Training Incorporated, subject to Clause 4.
- 3.2 This Agreement does not apply to employees of HGT who are not undertaking a traineeship or apprenticeship.

CLAUSE 4 – APPLICATION

- 4.1 This Agreement applies to all employees engaged by HGT as an apprentice or trainee who is a signatory to a training Agreement registered with the relevant state training authority to perform duties that are contemplated by the classifications set out in the Hotels, Clubs Etc. Award, the Cafes and Restaurants Award, Clerks (Clubs, Hotels and Motels) and the Motels (SA) Award which formed part of the Notional Agreements Preserving State Awards (‘NAPSA’s’), binding the employer prior to this Agreement coming into operation.
- 4.2 This Agreement also applies to employees engaged by HGT who would otherwise be employed under the National Training Wage Award 2000 but for the operation of this Agreement.
- 4.3 This Agreement does not apply to school based Apprentices.

CLAUSE 5 – SAVINGS CLAUSE

- 5.1 In accordance with Sections 16(3)(c) and 17(2)(c) of the *Workplace Relations Act 1996*, this Agreement has effect subject to any State Law dealing with Child Labour or training arrangements.

CLAUSE 6 - RELATIONSHIP TO THE ‘NAPSA’s’

- 6.1 This Agreement wholly replaces the Hotels, Clubs Etc. Award, the Cafes and Restaurants Award, Clerks (Clubs Hotels and Motels) and the Motels (SA) Award which formed part of the Notional Agreements Preserving a State Award (‘NAPSA’s’) which were binding on the employer prior to this Agreement coming into operation.

CLAUSE 7 – AREA OF OPERATION

- 7.1 This Agreement applies at all Host Employers establishments where work is performed that could fall under the classification structures of the Hotels, Clubs Etc. Award, the Cafes and Restaurants Award, Clerks (Clubs Hotels and Motels) and the Motels (SA) Award which formed part of the Notional Agreements Preserving a State Award (‘NAPSA’s’).
- 7.2 This Agreement applies throughout the state of South Australia.

CLAUSE 8 - DATE AND PERIOD OF OPERATION

- 8.1 This Agreement will operate from the date of lodgement with the Workplace Authority, and has a nominal expiry date of 1 July 2011.
- 8.2 Despite this term the Agreement will continue in force until superseded by a replacement Agreement or terminated in accordance with Clause 15

CLAUSE 9 - OBJECTIVES OF AGREEMENT

- 9.1 HGT employs apprentices and trainees and places them for employment in a variety of establishments in the Hospitality industry. The placement term may be for short or long periods, and the apprentice or trainee may be on a five, six or seven day roster.

The primary objective of this Agreement is to provide conditions of employment for apprentices and trainees employed by HGT, which are relevant and flexible to meet the different working requirements of the various establishments at which the apprentice or trainee will work throughout the term of their Contract of Training.

HGT acknowledges that different workplaces may have varying needs. An apprentice or trainee may be required from time to time, to work under the alternative employment conditions prescribed in Appendix A, when they are working in an establishment which warrants alternative employment conditions.

- 9.2 The parties, in consultation with their nominated representatives, intend to meet and confer to review the attainment of the objectives of this Agreement by no later than 1 January 2011.

CLAUSE 10 - DEFINITIONS

- 10.1 **Act** means the Workplace Relations Act 1996.
- 10.2 **Agreement** means this Agreement.
- 10.3 **Award** means the Hotels, Clubs Etc. Award, the Cafes and Restaurants (SA) Award, the Clerks (Clubs Hotels and Motels), the Motels (SA) Award.
- 10.4 **Commission** means the Australian Industrial Relations Commission.
- 10.5 **Continuous service** means service as described in Clause 16 of this Agreement.
- 10.6 **Defacto spouse** means the employee's partner, whether or not of the same sex, who cohabits with the employee on a genuine domestic basis.
- 10.7 **Employees** means those employees who are employed by HGT.
- 10.8 **Employer** means the entity referred to in subclause 3.1.2.
- 10.9 **Full-time employee** means an employee whose engagement is for thirty eight ordinary hours of work per week.
- 10.10 **Host Employer** means a client of HGT with whom the employee is placed for a period of time to undertake on the job training.
- 10.11 **HGT** means Hospitality Group Training Incorporated.
- 10.12 **NAPSA** means a Notional Agreement Preserving a State Award as defined in Schedule 8 Part 3 of the Act.
- 10.13 **Permanent employee** means a full-time or part-time employee.
- 10.14 **Part-time employee** means an employee who is employed on a regular and systematic basis for a maximum of thirty five ordinary hours of work per week. Minimum hours per week for part-time employees are detailed below.

Length of Contract of Training	Minimum Hours per week
Up to and including 23 months	15 hours
Between 24 and 48 months	25 hours
Australian School Based traineeship	8 hours

- 10.15 **Parties** means those set out in Clause 3 of this Agreement.
- 10.16 **Rostered day off** means any continuous twenty four hour period between the completion of the last ordinary shift and the commencement of the next ordinary shift on which an employee is rostered for duty.
- 10.17 **Spouse** includes a former spouse, a de facto spouse or a former de facto spouse of the same or opposite sex of the employee.
- 10.18 **Spread of hours** means the period of time elapsing from the time an employee commences duty to the time the employee ceases duty within any period of twenty four hours.
- 10.19 **Union** means the Liquor Hospitality and Miscellaneous Union (LHMU).

CLAUSE 11- NO EXTRA CLAIMS

The parties intend for this Agreement to be a 'Closed Agreement' for its duration.

CLAUSE 12 – VARIATION OF AGREEMENT

Subject to Clause 11 of this Agreement and S.367(1)(c) of the Workplace Relations Act 1996, the parties agree that this Union Collective Agreement may be varied during its period of operation to give effect to an Agreement between the LHMU, HGT and a majority of employees bound by the Agreement.

CLAUSE 13 – CONTRACT OF EMPLOYMENT

- 13.1 HGT shall upon employing an employee under this Agreement provide a letter of appointment which states;
- (a) Name of Employer;
 - (b) Name of Employee;
 - (c) That HGT and the LHMU are party to this Union Collective Agreement, which in part, sets out their terms and conditions of employment;
 - (d) Classification to which the employee is being appointed;
 - (e) Rate of pay;
 - (f) Working hours (if possible);
 - (g) Date of appointment to that classification;
 - (h) Status of employment (i.e. full time, part-time); and
 - (i) Reference to other relevant employment arrangements or policies.

13.2 Where HGT is required to seek approval for a 'Gaming Machine Employee', as prescribed by the Gaming Machines Act 1992, the Gaming Machine Regulations 2005 or the Liquor Licensing Act 1997, the costs relating to that approval application must be borne totally by HGT. If an employee or a potential employee is requested to provide the fees initially, they shall be fully reimbursed on approval or refusal or withdrawal of the application.

13.3 **Probation and Qualifying Period**

All employees will be subject to a Probation and Qualifying period. The duration of the Probation and Qualifying period will be the Probationary Period which is relevant to the employees apprenticeship or traineeship as prescribed by the Training and Skills Development Act 2003.

CLAUSE 14 – EMPLOYMENT POLICIES

14.1 The parties acknowledge that this Agreement does not comprehensively prescribe all employment arrangements applicable to employees and some matters may be provided for by alternative arrangements such as employer policies.

14.2 Significant policy changes may be addressed through Clause 17 where appropriate.

CLAUSE 15 – TERMINATION OF AGREEMENT

15.1 Subject to Section 382(c) of the Workplace Relations Act 1996, this Agreement may be terminated after its nominal expiry date when all parties and the majority of employees covered by this Agreement consent to its termination.

15.2 The parties do not intend to terminate this Agreement in a manner other than as set out in this clause.

15.3 In the event that this Agreement is terminated, the parties intend to continue to observe the terms and conditions of this Agreement, including the minimum entitlements of employees, until such time as new workplace arrangements come into operation.

CLAUSE 16 - CONTINUOUS SERVICE

16.1 **Maintenance of continuous service**

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

- (a) Absence of the employee from work in accordance with the employee's contract of employment or any provision of this Agreement.
- (b) Absence of the employee from work for any cause by leave of HGT.
- (c) Absence from work on account of illness, disease or injury.
- (d) Absence with reasonable cause. Proof of such reasonable cause lies with the employee.
- (e) Interruption or termination of the employee's service by an act or omission of HGT with the intention of avoiding any obligation imposed by this Agreement, the Act or the Long Service Leave Act 1987.
- (f) Interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of HGT in consequence of the settlement of the dispute.

- (g) Transfer of the employment of an employee from one employer to a second employer where the second employer is the successor or assignee or transmittee of the first employer's business. In this case service with the first employer is deemed to be service with the second employer.
- (h) Interruption or termination of the employee's service by HGT for any reason other than those referred to in this clause if the worker returns to the service of HGT within two months of the date on which the service was interrupted or terminated.
- (i) Any other absence from work for any reason other than those referred to in this clause, unless written notice is given by HGT that the absence from work is to be taken as breaking the employee's continuity of service. Such notice must be given during the period of absence or no later than fourteen days after the end of the period of absence.

16.2 **Calculation of period of service**

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

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

PART 2 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

CLAUSE 17 – CONSULTATION

- 17.1 The parties to this Agreement shall demonstrate their ongoing commitment to increased efficiency and productivity by encouraging a consultative approach between Management and employees.
- 17.2 The Consultative process will comprise of employers and/or their representative and employees and/or their representative, as considered necessary in any particular issue.
- 17.3 Any discussions shall be premised on the understanding that:
- 17.3.1 No individual employee shall unreasonably oppose implementation where agreement in principle has been given by the consultative process.
- 17.3.2 Where requested by an employee, an external party including the Union may assist in the implementation of any change and shall attempt to ensure such change takes place in an orderly manner without creating false expectations or disputation. Any problem with the implementation of a change shall be handled in accordance with the Dispute Settling Procedure in Clause 18.
- 17.3.3 Consultation with employees shall be ongoing and may include discussions on mechanisms for increased flexibility and productivity.
- 17.4 **Introduction of Change**
- 17.4.1 **Notification of intended changes.**
- 17.4.1.1 Where HGT has made a firm decision to implement changes in production, program, organisation or structure that are likely to have significant effects on employees, HGT must as soon as practicable notify the employees who may be affected by the proposed changes.
- 17.4.1.2 Significant effects include termination of employment; major changes in the composition, operation or size of HGT's workforce or in the skills required; the elimination or diminution of job opportunities, stand down, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- 17.4.2 **Consultation with employees**
- 17.4.2.1 HGT must discuss with the employees affected and, if requested by employees, their representative, among other things, the introduction of the changes referred to, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representative in relation to the changes.
- 17.4.2.2 The discussions must commence as early as practicable after a firm decision has been made by HGT to make the changes.
- 17.4.2.3 For the purposes of such discussion, HGT must provide in writing to the employees concerned, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees, but an employer will not be required to disclose confidential information disclosure of which, when looked at objectively, would be against HGT's interests.

17.5 **Stand down**

- 17.5.1 This Agreement expressly excludes any provision dealing with stand down of employees otherwise than in accordance with this clause. Any proposal to stand an employee down without pay must be dealt with in accordance with Clause 17 – Consultation or Clause 18 – Dispute Settling Procedure

***CLAUSE 18A – DISPUTES AND GRIEVANCE PROCEDURE
RELATING TO CONTRACTS OF TRAINING***

- 18A.1 If a dispute arises between the employer and an employee or either party is aggrieved by the other's conduct, then either the employer or the employee may refer the matter to the Grievances and Disputes Mediation Committee as constituted under the Training and Skills Development Act 2003 (South Australia).
- 18A.2 If after inquiring into the matter, the Grievances and Disputes Mediation Committee forms the opinion that the matter is one that should be dealt with under the alternative disputes procedure in this UCA then the Committee may decline to deal further with the matter and refer it back to the parties to progress through the alternative procedure.
- 18A.3 The employer and the employee can agree under this procedure to refer the matter to the South Australian Industrial Relations Commission ("SAIRC") under the Commercial Arbitration and Industrial Referral Agreements Act 1986. When so referred the SAIRC may exercise such functions or powers as it might exercise under s.26 of the Fair Work Act 1994 (South Australia).
- 18A.4 If, after inquiring into the matter, the Grievances and Disputes Mediation Committee forms the opinion that the matter is one that should be dealt with by an industrial authority, the Training and Skills Commission or some other body, the Committee may refer the matter to the industrial authority, Training and Skills Commission or other body.
- 18A.5 The Grievances and Disputes Mediation Committee may, if it thinks fit, by order, exercise any of its powers under the Training and Skills Development Act 2003.

CLAUSE 18B – ALTERNATIVE DISPUTE SETTLING PROCEDURE

- 18B.1 The intention of this procedure is to facilitate the timely resolution of grievances and disputes between HGT and employees, provide for them to nominate a representative of their choosing, and prescribe a role for independent determination of the matters if they are unable to settle the matter themselves.
- 18B.2 The scope of the procedure is to be construed widely, so as to facilitate dispute resolution.
- 18B.3 Any grievance, industrial dispute, or matter likely to create a dispute which pertains to the relationship between HGT and any of the employees covered by this agreement may be dealt with as set out below.
- 18B.4 An employee or HGT may be represented at any stage in this procedure by a representative of their choosing.
- 18B.5 An employee must, in the first instance discuss and attempt to resolve grievances or issues with their supervisor. The employee may request to be accompanied by their nominated workplace representative.
- 18B.6 If the matter cannot be resolved at the first instance, the matter may be referred to higher management. The employee and/or their representative should then discuss and attempt to resolve the issue with management and/or the management's representative.

- 18B.7 If the matter is still not resolved, HGT, employees and their chosen representatives will meet and confer and discuss whether they can agree upon an independent conciliator, mediator or arbitrator to assist in the resolution of the matter.
- 18B.8 In the event that HGT, employees and their chosen representatives are able to agree on an independent conciliator, mediator or arbitrator to assist in the resolution of the matter, both parties will notify such person or body. At this stage the independent body will be empowered to conciliate, mediate or if conciliation or mediation is exhausted and as a last resort, arbitrate a resolution to the matter.
- 18B.9 In the event that HGT, employees and their chosen representatives cannot agree upon an independent conciliator, mediator or arbitrator, or such person is unable to settle the grievance or dispute, then either HGT, employees or their chosen representatives may refer the matter to the Australian Industrial Relations Commission ("AIRC").
- 18B.10 The AIRC is empowered to conciliate or, if conciliation is exhausted and as a last resort, arbitrate a resolution to the dispute.
- 18B.11 Where a dispute is referred to an independent body, the body shall have the power to do all things as are necessary for the resolution or determination of the matter in dispute. This includes the exercising of procedural powers in relation to directions, hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 18B.12 While the above procedure is being followed, work must continue normally. No party will be prejudiced as to final settlement by the continuance of work in accordance with this provision.
- 18B.13 It is the intention of HGT, employees and their chosen representatives to co-operate with nominated representatives of HGT and employees to enable the timely and effective operation of these procedures including taking reasonable steps to agreement on an independent conciliator or mediator.

CLAUSE 19–REPRESENTATIVES

19. The parties acknowledge the role their representatives may undertake in the workplace, where requested by employees or HGT, to support and assist in matters relating to their employment relationship and in the effective operation of the Grievance and Dispute Settling Procedures. That role will be formally recognised, accepted and supported.

CLAUSE 20 - ANTI-DISCRIMINATION

- 20.1 It is the intention of the parties to this Agreement to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 20.2 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 20.3 Nothing in this clause is to be taken to affect:
- 20.3.1 Any different treatment (or treatment having different effects) which is specifically exempted under the State or Commonwealth anti-discrimination legislation;
- 20.3.2 The payment of different wages for employees who have not reached a particular age;

- 20.3.3 An employee or employer, pursuing matters of discrimination in the State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.
- 20.4 Nothing in this clause is to be taken to prevent a matter referred to in 20.1 from being a reason for terminating employment if the reason is based on the inherent requirements of the particular position.

PART 3 – EMPLOYER AND EMPLOYEES’ DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

CLAUSE 21 – EMPLOYMENT CATEGORIES

21.1 The employment categories under this Agreement are:

Full Time;
Part-time;

as defined in Clause 10 – Definitions.

CLAUSE 22 - APPRENTICE COOKS

22.1 Juniors and adults may be indentured as Apprentice Cooks pursuant to the provisions of the Training and Skills Development Commission Act 2003, as varied, for a four-year term of apprenticeship or such other term as may be fixed by the Training and Skills Commission.

22.2 Wage rates for apprentices are specified in Schedule 1 of this Agreement.

CLAUSE 23 – BREAKAGES

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

CLAUSE 24 - TERMINATION OF EMPLOYMENT

24.1 All apprentices and trainees are employed on a fixed term contract which concludes upon the cancellation or completion of the contract of training.

On that basis, neither the employer nor employees are required to provide notice of termination.

24.2 **Statement of employment**

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

PART 4 – WAGES AND RELATED MATTERS

CLAUSE 25- WAGES

Wages payable to apprentices covered by this Agreement are contained in Schedule 1.

CLAUSE 26 - PAYMENT OF WAGES

26.1.1 All full time apprentices working under a Weekly Arrangement shall receive the weekly wage as fixed by Schedule 1.

26.1.2 All full time trainees working under a Weekly Arrangement shall receive the weekly wage as fixed by Schedule 3.

- 26.1.3 All part time apprentices working under a Weekly Arrangement shall be paid an hourly rate as fixed by Schedule 1 for a minimum number of hours as described in Clause 10.14 or time actually worked per week, whichever is the greater.
- 26.1.4 All part time trainees working under a Weekly Arrangement shall be paid an hourly rate as fixed by Schedule 3 for a minimum number of hours as described in Clause 10.14 or time actually worked per week, whichever is the greater.
- 26.2 Adjustments for overtime and other penalties, and for unpaid absences shall be based on the weekly rate divided by thirty eight.
- 26.3 Every employee must be provided with a payslip which contains the following:
- (a) the basis on which the employee's rate of pay is determined;
 - (b) the gross rate of pay expressed as an hourly rate;
 - (c) details of any incentive-based payment, bonus, loading monetary allowance, penalty rate or other separately identifiable entitlement that the employee is entitled to;
 - (d) the period to which the payment relates;
 - (e) the total remuneration received by the employee during that period, including the gross and net amounts;
 - (f) the dates on which the employee was paid; and
 - (g) the deductions (if any) made from that remuneration and the name of the fund or account into which the deductions were paid.
- 26.4 Except upon termination of employment all wages including overtime shall be paid on the recognised pay day which can only be changed after one week's notice has been given. Where, as a result of circumstances beyond the control of HGT, wages are not paid on the recognised pay day, HGT will use their best endeavours to deposit the wages into the employee's nominated bank account within twenty four hours.
- 26.5 When notice of termination of employment has been given by an employee or an employee's services have been terminated, payment of all wages and other moneys due shall be made at the employee's normal place of employment or posted to such employee, in the pay week following the termination date.

CLAUSE 27 – SUPERANNUATION

27.1 Definitions

- 27.1.1 The **Fund** means the HOST-PLUS Superannuation Fund, governed by a Declaration of Trust which commenced on 1 October 1987.
- 27.1.2 **Ordinary time earnings** means an employee's wages for ordinary time worked with the exception of overtime earnings.
- 27.1.3 **Applicable allowances and loadings** means those allowances and loadings that are not related to the reimbursement of expenses.
- 27.1.4 **Eligible employee** means an employee engaged under the terms of this Agreement subject to any exclusions under this clause.

27.2 Employer application

- 27.2.1 HGT must make application to participate in the fund.

27.3 Employee application

- 27.3.1 Within seven days of an employee becoming eligible for contributions, HGT must provide the employee with a fund membership application form.

- 27.3.2 Each eligible employee who is not already a member of the fund, must complete a membership application form within fourteen days of becoming eligible as prescribed.
- 27.3.3 If an eligible employee has failed to complete a fund membership application as at the due date of the first employer contribution, HGT, shall provide the fund with details of the eligible employee's current name, address and date of birth.

27.4 Employer contributions

- 27.4.1 HGT must pay to the Trustee of the Fund a weekly contribution as required by the Superannuation Guarantee (Administration) Act 1992.
- 27.4.2 Notwithstanding the date upon which the employee signs a membership application form, contributions in accordance with this clause shall be made from the date the employee became eligible for membership.
- 27.4.3 The weekly contributions described in this clause must be remitted to the fund on a monthly basis for each employee.
- 27.4.4 An employee's eligibility for contribution shall cease on the last day of employment with HGT, and HGT shall not make any contributions to the Fund in respect of any period beyond the last day of employment.

27.5 Employee contributions

- 27.5.1 An employee who is a member of the fund, or who has applied to join the fund, may in writing authorise HGT to pay into the fund a voluntary additional amount deducted from the employee's wage.
- 27.5.2 Such an additional amount shall be expressed in whole dollars, and shall be increased or decreased, with the employee's written authorisation, on an annual basis or as mutually agreed. Providing that the employee can immediately discontinue the full voluntary contribution by notifying HGT in writing.

27.6 Salary sacrifice to superannuation

- 27.6.1 HGT and an employee may enter into a superannuation salary sacrifice arrangement by mutual agreement. Such arrangement must be detailed in a separate document, executed between HGT and the employee upon commencement of Salary Sacrifice Arrangements. Both parties shall retain a copy of this separate document.
- 27.6.2 All Salary Sacrifice to Superannuation arrangements shall comply with the requirements of the Australian Taxation Authority and other relevant laws.
- 27.6.3 Employees will have the Superannuation Guarantee Contribution (SGC) calculated on the ordinary time earnings per pay period prior to the application of any salary sacrifice arrangements.
- 27.6.4 One months notice by either party is required for change or termination of a Salary Sacrifice to Superannuation Agreement, unless the change or termination is brought about by legislation.
- 27.6.5 Where an employee receives a pay increase under this Collective Agreement, salary sacrifice arrangements shall continue to apply based on the previous ordinary time earnings, unless the employee chooses to alter the sacrificed amount or percentage.
- 27.6.6 Where applicable, any payments of consideration shall be calculated by reference to the pay rate which would have applied to the employee in the absence of any salary sacrifice to superannuation arrangements.

PART 5 – HOURS OF WORK, BREAKS, SATURDAY AND SUNDAY WORK AND OVERTIME

CLAUSE 28 - HOURS OF WORK

28.1 Full-time employees

28.1.1 The ordinary hours of work of all full-time employees at each premises shall be thirty-eight hours per week, over a maximum of five days.

28.1.2 The hours of work shall be subject to the following conditions:

- (a) Within a minimum of four hours and a maximum of ten hours per day and shall be exclusive of unpaid meal break intervals.
- (b) When working a split shift, no full-time employee shall be rostered for a continuous working period of less than three hours.
- (c) No employee shall be rostered to work more than ten days in succession without a rostered day off.

28.2 Part-time employees

28.2.1 The ordinary hours of work of all full-time employees at each premises shall be for a minimum number of hours as described in Clause 10.14, a maximum of 35 hours over a maximum of five days.

28.2.2 The hours of work shall be subject to the following conditions:

- (a) Within a minimum of four hours and a maximum of ten hours per day and shall be exclusive of unpaid meal break intervals.
- (b) When working a split shift, no part-time employee shall be rostered for a continuous working period of less than three hours.
- (c) No employee shall be rostered to work more than ten days in succession without a rostered day off.

28.2.3 All time worked in excess of ten hours each day or thirty five hours per week shall be overtime and paid for at the penalty rates in Clause 31 – overtime, as applied to the rate specified in subclause 31.2.1.

28.3 Spread of hours

28.3.1 The spread of hours, from starting time to finishing time (inclusive of all meal breaks), within which the ordinary hours shall be worked, shall be no more than eleven hours.

28.4 Minimum break between shifts

28.4.1 The roster for all employees shall provide for a minimum of ten hours break between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day. In the case of changeover of rosters or for shifts which fall between Christmas Eve and Christmas Day and New Year's Eve and New Year's Day, eight hours shall be substituted for ten hours.

28.4.2 If, on the instructions of HGT, or the Host Employer an employee resumes or continues work without having had the minimum break specified in 28.4.1, then the employee must be paid at double ordinary rates until released from duty for such period and then shall be entitled to be absent until they have had the minimum break

specified in 28.4.1 without loss of pay for ordinary working time occurring during such absence.

CLAUSE 29 - ROSTER OF HOURS

- 29.1 A roster for all full-time and part-time employees showing normal starting and finishing time and the surname and initials of each employee shall be prepared by HGT and made available to the employees. HGT may arrange for the roster to be prepared and made available by the host employer.
- 29.2 The roster may be changed by mutual consent at any time or by amendment of the roster on one weeks' notice. Where practicable two weeks' notice of rostered day or days off shall be given provided that the days off may be changed by mutual consent or through sickness or other cause over which either the host employer or HGT has no control.

CLAUSE 30 - ROSTERED DAYS OFF

- 30.1 Each permanent employee shall be entitled to two full days off per week. The days off shall be nominated by the host employer and shall be deemed to be rostered days off.
- 30.2 Where an employee is required to work on their rostered day or days off, such employee shall be paid for the time worked at the rate of time and a half for the first eight hours and for the next three hours at the rate of time and three-quarters and double time thereafter, provided that:
- 30.2.1 If an employee does work from Monday to Friday and is required to work on the Saturday in that week, such Saturday being a rostered day off, such employee shall be paid at the rate of time and one-half for the first three hours and double time thereafter;
- 30.2.2 If an employee is required to work on a Sunday, being a rostered day off, the employee shall be paid at the rate of double time.
- 30.3 Where a rostered day off of an employee coincides with one of the following holidays:
- (a) New Year's Day
 - (b) Australia Day
 - (c) Adelaide Cup Day
 - (d) Good Friday
 - (e) Easter Monday
 - (f) Anzac Day
 - (g) Queens Birthday
 - (h) Labour Day
 - (i) Industry Leisure Day
 - (j) Christmas Day
 - (k) Proclamation Day,

One day in lieu of each such holiday shall be added to the employee's annual leave or allowed within 28 days of such holiday, or payment of one day's pay shall be made on the next succeeding pay day.

- 30.4 If a rostered day off of an employee coincides with a holiday or holidays listed in clause 30.3, and the employee is required to work on such day they shall be paid for the time so worked at the rate prescribed in Clause 30.2 in addition to their entitlement as prescribed in Clause 30.3.
- 30.5 No employer shall change an employee's rostered day or days off for the express purpose of avoiding payment for a holiday prescribed by Clause 37.
- 30.6 Hours worked on a rostered day off shall not be considered ordinary hours of work.

CLAUSE 31 – OVERTIME, SATURDAY AND SUNDAY WORK

31.1 The employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.

When determining whether overtime is reasonable, the following factors must be taken into account:

- (a) any risk to the employee's health and safety that might reasonably be expected to arise if the employee worked the additional hours;
- (b) the employee's personal circumstances (including family responsibilities);
- (c) the operational requirements of the workplace, or enterprise, in relation to which the employee is required or requested to work the additional hours;
- (d) any notice given by the host employer of the requirement or request that the employee work the additional hours;
- (e) any notice given by the employee of the employee's intention to refuse to work the additional hours;
- (f) whether any of the additional hours are on a public holiday; and
- (g) the employee's hours of work over the four weeks ending immediately before the employee is required or requested to work the additional hours.

31.2 All time worked by an employee in excess of the ordinary hours per day or outside the spread of hours prescribed by Clause 28.3, in any one day (such day not being a Saturday or Sunday) shall be paid for at the rate of time and a half for the first three hours and double time thereafter on the basis that each day stands alone.

31.3 Saturday and Sunday

31.3.1 Except as provided in Clause 30.2, an employee shall be paid for all ordinary hours worked on a Saturday at the rate of time and a half. All overtime on a Saturday is to be paid at time and three-quarters for the first three hours of overtime and double time thereafter.

31.3.2 An employee shall be paid double time for all time worked on a Sunday.

31.4 Time off in lieu of overtime

31.4.1 Notwithstanding the rate prescribed in Clause 31.2, at the instigation of the employee there may be an Agreement in writing between the employee and employer to take time off with pay equivalent to the amount for which payment would otherwise have been made. Such accumulated time must be taken within four weeks from the time of accrual. Where such prescribed time has not been taken, the employee shall receive payment equivalent to the appropriate overtime rate.

31.5 Minimum break after overtime

31.5.1 An employee who works so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary work on the next day, that they have not had at least ten consecutive hours off duty between those times, shall be released after completion of such overtime until they have had at least ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

31.6 Special time rates

31.6.1 An employee who is required to work any of their ordinary hours outside the hours of 7 a.m. and 7 p.m. on Monday to Friday inclusive, shall be paid an allowance in accordance with the rates specified in Schedule 2.

31.7 **Broken work**

- 31.7.1 An employee shall be paid an additional allowance for a broken work day within the spread of hours as set out in Clause 28.3, in accordance with rates specified in Schedule 2.
- 31.7.2 Provided that where any such broken work period extends into any period for which special time or overtime rates apply, the penalties or allowances shall not be cumulative, but the highest applicable penalty or allowance shall apply.

CLAUSE 32 - MEAL TIMES AND MEALS

- 32.1 Each permanent employee shall be granted meal breaks as follows:

Length of shifts

Six hours or less

More than six and up to eight hours

More than eight and up to ten hours

More than ten hours

Entitlement to Breaks

No break, unless specifically requested by the employee.

One half hour unpaid meal break.

One half hour unpaid meal break and one fifteen minute paid break.

One half hour unpaid meal break, one fifteen minute paid break and one twenty minute paid break.

The unpaid meal break must be commenced at any time after the completion of three hour's work but no later than six hours after the commencement of duty.

- 32.2 Where a permanent employee is not able to be granted a half hour unpaid meal break as outlined in Clause 32.1, the employee shall be paid at the rate of time and a half until released for a meal.
- 32.3 A permanent employee may request in writing an unpaid meal break for a shift of six hours or less. The host employer and HGT will not unreasonably refuse such a request. This written request will apply for all of the shifts undertaken by the employee of six hours or less. This arrangement may be reviewed at any time.

PART 6 – LEAVE OF ABSENCE AND HOLIDAYS

CLAUSE 33 - ANNUAL LEAVE

33.1 Accrual of leave

33.1.1 A permanent employee is entitled to accrue an amount of paid annual leave for each completed four week period of continuous service with an employer, of 1/13 of the number of nominal hours worked by the employee for HGT during that four week period.

33.1.2 The nominal hours for a full-time employee are thirty eight hours per week.

33.1.3 The nominal hours for a part-time employee are worked out as follows:

The number of hours (if any) that the employee actually works + the number of hours (if any) that the employee is absent from work on paid leave – any hours of work per week that the employee was absent on industrial action.

33.1.4 A shift worker as defined in the Workplace Relations Act 1996 shall be entitled to additional annual leave in accordance with the Act and Regulations.

33.2 Crediting of leave

Each month, HGT must credit to the employee the amount (if any) accrued by the employee under subclause 33.1 since HGT last credited to the employee an amount of annual leave under that subclause.

33.3 Annual leave exclusive of holidays

Subject to this subclause the period of annual leave prescribed in Clause 33.1 shall be exclusive of the following holidays:

- (a) New Year's Day
- (b) Australia Day
- (c) Adelaide Cup Day
- (d) Good Friday
- (e) Easter Monday
- (f) Anzac Day
- (g) Queens Birthday
- (h) Labour Day
- (i) Industry Leisure Day
- (j) Christmas Day
- (k) Proclamation Day,

If any such holiday falls within an employee's period of absence on annual leave and is observed on a day which in the case of that employee would have been an ordinary working day or rostered day off there shall be added to that period one day for each holiday falling as aforesaid.

33.4 Time of taking leave

33.4.1 Subject to 33.4.2, annual leave shall be taken at a time agreed between HGT and the employee. There is no minimum or maximum period of annual leave that must be taken.

33.4.2 An employer may require an employee to take an amount of extensive accumulated annual leave during a particular period in accordance with Section 236(6) of the Workplace Relations Act 1996.

33.5 **Payment for period of leave**

While on annual leave, each permanent employee shall be paid at their current rate of pay as outlined in Schedule 1 for each hour of annual leave taken. In addition to the rate of pay prescribed in this subclause, each employee shall be paid an additional amount of 17.5% calculated on their wage rate so prescribed. The provision shall apply to proportionate leave on termination where the employee has served a minimum of three months with an employer.

33.6 **Proportionate leave on termination**

If after four weeks continuous service a permanent employee leaves their employment or their employment is terminated by HGT, the employee shall be paid at their ordinary rate of pay as outlined in Schedule 1, the balance of the employee's annual leave credit.

33.7 **Financial hardship**

33.7.1 An employee who is experiencing demonstrable financial hardship that is impacting upon his or her employment may make a written request of the employer to cash out an amount of annual leave in certain circumstances.

The employee must give the employer a written request and demonstrate to the employer that he or she is suffering financial hardship. Approval or rejection of the request is at the sole discretion of HGT.

33.7.2 During each 12 month period an employee can only cash out an amount of leave up to 1/26 of the employee's nominal hours worked during that period. (That is no more than 2 weeks annual leave for a full time employee may be cashed out in any year).

33.7.3 Annual leave paid as a cash out, will be paid at the hourly rate applicable at the time the election to cash out is made and in accordance with Clause 33.5 as applicable to the employees circumstances.

33.7.4 The employer will monitor and record the incidence and extent to which employees demonstrate financial hardship and avail themselves of the annual leave cashing out option.

33.7.5 An employee who experiences financial hardship will be offered an opportunity to participate in the ACCESS_ OCAR employee assistance programme.

33.8 **Illness on annual leave**

Illness while on annual leave shall be handled in accordance with the provisions of Clauses 33.1 and 33.2, and will not count as annual leave, if the period of illness exceeds three days. HGT may ask for reasonable evidence of such illness.

CLAUSE 34 – PERSONAL/CARER'S LEAVE

34.1 **Definitions**

34.1.1 Immediate family includes the following:

- (a) a spouse, child, parent, grandparent, grandchild or sibling of the employee;
- (b) a child, parent, grandparent, grandchild or sibling of a spouse of the employee.

34.2 Where:

34.2.1 A permanent employee is unable to attend or remain at the place of employment by reason of illness (to be called personal leave); or

- 34.2.2 A permanent employee is ill while on annual leave and the illness is such as would, if the employee were not on annual leave, have rendered the employee unable to attend at the place of employment for a period of not less than three consecutive days (to be called personal leave) or;
- 34.2.3 A permanent employee is unable to attend or remain at the place of employment because they are required to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care and support because of a personal illness or injury, or because of an unexpected emergency (to be called carer's leave),

The employee shall, be granted paid personal leave by HGT not exceeding the personal leave credit of the employee computed in accordance with Clauses 34.6 and 34.8

34.3 **Payment for personal/carer's leave**

An employee on personal/carer's leave shall be paid in accordance with Section 247 of the Workplace Relations Act 1996.

- 34.4.1 In the case of an illness occurring other than while on annual leave an employee shall:
- 34.4.1.1 Before or as soon as is reasonably practical after the commencement time the employee shall inform their employer of their inability to attend for duty and, as far as practicable, also inform HGT and their host employer of the nature of the illness and the estimated duration of the absence; and
- 34.4.1.2 Produce to HGT a medical certificate from a registered health practitioner or other reasonable evidence to prove that the employee was unable to attend for duty on the day or days in respect of which personal leave is claimed.
- 34.4.2 In the case of illness occurring while an employee is on annual leave, being an illness of the kind referred to in Clauses 34.2.2 or 34.2.3, and the employee asserts an entitlement to paid leave of the kind referred to in that subsection, the employee shall, within three days of resuming work after taking such annual leave, deliver to HGT a medical certificate certifying that for the period of not less than three consecutive days specified in such certificate the employee would have been unable to attend or remain at their place of employment if the employee had been required to do so. Such personal leave granted shall not count as annual leave and shall be debited against the personal leave credit of the employee. Leave granted to an employee under 34.2.2 does not count as annual leave.
- 34.4.3 Clause 34.4 does not apply to an employee who could not comply with it because of circumstances beyond their control.
- 34.5 For the purpose of Clause 34, the word illness includes personal injury but does not include an injury for which compensation is payable under the Workers Rehabilitation and Compensation Act 1986, as amended.

34.6 **Accrual of entitlements**

- 34.6.1 The first year of service: an employee shall be entitled to a grant of leave under this section at the rate of 1/26 of the number of nominal hours worked by the employee for HGT during each four week period (i.e. ten days of leave per year for a full time employee); and
- 34.6.2 The succeeding years of continuous service with an employer such an employee shall, on or after the commencement of each such year, be entitled to a grant of leave under this section by that employer equal to ten days of ordinary working time.

- 34.6.3 In the calculation of the pro-rata quantum of leave at the commencement of each succeeding year of continuous service of a part-time employee, the number of nominal hours then being worked or agreed to be worked on the average each week shall be the basis of the calculation. If at the end of any such year, the number of nominal hours worked on average each week is materially different from the number used on that basis the credit shall be altered accordingly.
- 34.6.4 Nominal hours has the meaning attributed to it in Clause 33.1.2 and 33.1.3.
- 34.7 Where an employee is sick, injured or has caring responsibilities on the day upon which they are scheduled to take accrued time off in, they shall not be entitled to personal pay nor will their personal pay entitlement be reduced as a result of their sickness, injury or caring responsibilities on that day.
- 34.8 **Paid carer's leave – annual limit**
- 34.8.1 The employee is not entitled to take paid carer's leave if, during the period of 12 months ending at the time, the employee has already taken a total amount of paid carer's leave from that employment of 1/26 of the nominal hours worked by the employee for HGT during that period (i.e. ten days of leave).
- 34.8.2 Nominal hours has the meaning attributed to it in Clauses 33.1.2 and 33.1.3.
- 34.9 **Unpaid carer's leave**
- 34.9.1 An employee is entitled to a period of up to two days unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support during such a period because of a personal illness or injury or an unexpected emergency affecting the member.
- 34.9.2 An employee is entitled to unpaid carer's leave only if the employee complies with the notice and documentation requirements in Clause 34.3, to the extent to which they apply to the employee.
- 34.9.3 Unpaid carer's leave may be taken in a single, unbroken period of up to two days or any separate periods to which the employee and HGT agree.
- 34.9.4 Unpaid carer's leave can only be taken where an employee has exhausted all available paid leave.

CLAUSE 35 - COMPASSIONATE LEAVE

- 35.1 Compassionate leave is paid leave taken by a permanent employee:
- (a) for the purposes of spending time with a person who:
 - is a member of the employee's immediate family or a member of the employee's household; and
 - has a personal illness, or injury, that poses a serious threat to his or her life; or
 - (b) after the death of a member of the employee's immediate family or a member of the employee's household.
- 35.2 Immediate family has the meaning attributed to it in Clause 34.1.1
- 35.3 A permanent employee is entitled to a period of two days of compassionate leave for each occasion when a member of the employee's immediate family or a member of the employee's household:
- (a) contracts or develops a personal illness that poses a serious threat to his or her life;

- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

- 35.4 An employee is entitled to compassionate leave only if they give HGT any evidence that HGT reasonably requires of the illness, injury or death.
- 35.5 An employee who is entitled to a period of compassionate leave may take the compassionate leave at a single, unbroken period of two days, two separate periods of one day each or any separate periods to which the employee and HGT agree.
- 35.6 While on compassionate leave the employee is entitled to be paid in accordance with Section 259 of the Workplace Relations Act 1996.

CLAUSE 36 - PARENTAL LEAVE

36.1 Definitions

36.1 In this clause, unless the contrary intention appears:

- 36.1.1 **Adoption** includes the placement of a child with a person in anticipation of or for the purposes of adoption.
- 36.1.2 **Adoption leave** means adoption leave provided under Clause 36.3.4.
- 36.1.3 **Child** means a child of the employee or the employee's spouse under the age of one year; or
- 36.1.4 means a child under the age of school age who is placed with an employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee who has previously lived with the employee for a continuous period of at least six months.
- 36.1.5 **Extended adoption leave** means adoption leave provided under 36.3.4(b).
- 36.1.6 **Extended paternity/spousal leave** means paternity/spousal leave provided under 36.3.3(b)
- 36.1.7 **Government authority** means a person or agency prescribed as a government authority for the purposes of this definition.
- 36.1.8 **Maternity leave** means maternity leave provided under 36.3.2.
- 36.1.9 **Medical certificate** means a certificate as prescribed in 36.5.1.
- 36.1.10 **Parental leave** means adoption leave, maternity leave, paternity/spousal leave, extended adoption leave or extended paternity/spousal leave as appropriate, and is unpaid leave.
- 36.1.11 **Paternity leave** means paternity leave provided under 36.3.3.
- 36.1.12 **Primary care-giver** means a person who assumes the principal role of providing care and attention to a child.
- 36.1.13 **Relative adoption** means the adoption of a child by a parent, a spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).
- 36.1.14 **Short adoption leave** means adoption leave provided under 36.3.4(a).
- 36.1.15 **Special adoption leave** means adoption leave provided under 36.10.

36.1.16 **Special maternity leave** means maternity leave provided under 36.9.1.

36.1.17 **Spousal leave** means leave provided under 36.6.3.

36.1.18 **Spouse** includes a defacto spouse or a former spouse.

36.2 **Employer's responsibility to inform**

On becoming aware that:

- an employee is pregnant, or
- an employee's spouse is pregnant; or
- an employee is adopting a child;

An employer must inform the employee of:

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

36.3 **Eligibility for and entitlement to parental leave**

36.3.1 The provisions of this clause apply to full time and part time employees.

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

36.3.2 An employee who becomes pregnant is, on production of the required medical certificate, entitled to up to fifty two weeks of maternity leave.

36.3.3 A spouse is, on production of the required medical certificate, entitled to one or two periods of paternity/spousal leave, the total of which must not exceed fifty two weeks, as follows:

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

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

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

36.4 **Qualifications on entitlements and eligibility**

36.4.1 An entitlement to parental leave is subject to the employee having at least twelve months of continuous service with HGT immediately preceding:

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

36.4.2 The entitlement to parental leave is reduced:

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

36.5 Certification required

36.5.1 An employee must, when applying for maternity leave or paternity/spousal leave, provide HGT with a medical certificate which:

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

whichever is appropriate.

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

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

36.6 Notice requirements

36.6.1 Maternity leave

An employee must:

- (a) Not less than ten weeks before the expected date of birth of the child, give notice in writing to her employer stating the expected date of birth; and
- (b) Give not less than four weeks notice in writing to her employer of the date on which she proposes to commence maternity leave stating the period of leave to be taken; and
- (c) Notify HGT of any change in the information provided pursuant to Clause 36.5 within two weeks after the change takes place.

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

36.6.3 **Paternity/Spousal leave**

36.6.3.1 An employee must, not less than ten weeks prior to each proposed period of paternity/spousal leave, give HGT notice in writing stating the dates on which he proposes to start and finish the period(s) of paternity/spousal leave.

36.6.3.2 The employee must notify HGT of any change in the information provided pursuant to Clause 36.5 within two weeks after the change takes place.

36.6.4 **Adoption leave**

An employee must:-

- (a) On receiving notice of approval for adoption purposes, notify HGT of the approval and within two months of the approval further notify HGT of the period(s) of adoption leave the employee proposes to take.
- (b) In the case of a relative adoption, so notify HGT on deciding to take the child into custody pending an application for adoption.
- (c) As soon as the employee is aware of the expected date of the placement of a child for adoption purposes, but not later than fourteen days before the expected date of placement, give notice in writing to HGT of that date, and of the date of commencement of any period of short adoption leave to be taken.
- (d) At least 10 weeks before the proposed date of commencing any extended adoption leave, give notice in writing to HGT of the date of commencing leave and the period of leave to be taken.

36.6.5 **Unforeseen circumstances**

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

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

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

36.7 **Taking of parental leave**

36.7.1 No employee may take parental leave concurrently with such leave taken by the employee's spouse, apart from paternity/spousal leave of up to one week at the time of the birth of the child or adoption leave of up to three weeks at the time of the placement of the child.

- 36.7.2 Subject to complying with any relevant provision as to the taking of annual leave or long service leave, an employee may, instead of or in conjunction with parental leave, take any annual leave or long service leave to which the employee is entitled.
- 36.7.3 Paid personal leave or other paid absences are not available to an employee during the employee's absence on parental leave.
- 36.7.4 A period of maternity leave must be taken as one continuous period and must include, immediately following the birth of the child, a period of six weeks of compulsory leave.
- 36.7.5 Maternity leave and paternity/spousal leave cannot extend beyond the child's first birthday.
- 36.7.6 Adoption leave cannot extend beyond the child's fifth birthday.
- 36.7.7 Extended adoption leave cannot extend beyond the first anniversary of the initial placement of the child.

36.8 Variation or cancellation of parental leave

- 36.8.1 Without extending an entitlement beyond the limit set by Clause 36.3, parental leave may be varied as follows:
- (a) The leave may be lengthened once by the employee giving HGT at least fourteen days notice in writing stating the period by which the employee requires the leave to be lengthened; or
 - (b) The leave may be lengthened or shortened by agreement between HGT and the employee.
- 36.8.2 Parental leave, if applied for but not commenced, is cancelled:
- (a) Should the pregnancy terminate otherwise than by the birth of a living child; or
 - (b) Should the placement of a child proposed for adoption not proceed; as the case may be.
- 36.8.3 If, after the commencement of any parental leave:-
- (a) The pregnancy is terminated otherwise than by the birth of a living child or, in the case of adoption leave, the placement of a child ceases; and
 - (b) The employee gives HGT notice in writing stating that the employee desires to resume work:

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

- 36.8.4 Parental leave may be cancelled by Agreement between HGT and the employee.

36.9 Special maternity leave and sick leave

- 36.9.1 If,
- (a) an employee not then on maternity leave suffers illness related to her pregnancy, or;

- (b) the pregnancy of an employee not then on maternity leave terminates after twenty eight weeks otherwise than by the birth of a living child, she may take such paid sick leave as she is then entitled to and such further unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies to be necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave will not exceed the period to which the employee is entitled under Clause 36.3.2.

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

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

36.10 Special adoption leave

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

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

36.10.3 The leave under this clause is to be known as special adoption leave and does not affect any entitlement under Clause 36.3.

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

36.10.5 Where paid leave is available to the employee, HGT may require the employee to take such leave instead of special adoption leave.

36.11 Transfer to safe job - maternity leave

36.11.1 Where the employee gives her employer a medical certificate from a medical practitioner containing a statement to the effect that, in the medical practitioner's opinion, the employee is fit to work, but it is inadvisable for her to continue in her present position for a stated period because of:

- (a) illness or risks arising out of her pregnancy; or
- (b) hazards connected with that position,

HGT must, if reasonably practicable, transfer the employee to a safe job with no other changes to their terms and conditions of employment or contract of training.

36.11.2 If HGT does not think that it is reasonably practicable to transfer the employee to a safe job and continue with the contract of training then HGT may suspend the contract of training in accordance with the Training and Skills Development Act 2003. Where a contract of training is suspended under this clause, an employee's contract of employment can be suspended without pay for the same period.

36.11.3 Where the employee's contract of training and employment contract is suspended due to an inability to find a safe job for the employee to perform, the suspension ends at the earliest of the following times:

- (a) the end of the period stated on the certificate;
- (b) if the employee's pregnancy results in the birth of a living child, the end of the day before the date of birth;
- (c) if the employee's pregnancy ends otherwise than by the birth of a living child, the end of the day before the end of the pregnancy.

36.11.4 In order to be entitled to the benefits of Clause 36.11, the employee must be entitled to ordinary maternity leave and have already complied with the documentation requirements.

36.12 **Communication during parental leave**

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

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing on parental leave

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

36.12.3 The employee shall also notify HGT of changes of address or other contact details which might affect HGT's capacity to comply with Clause 36.14.1.

36.13 **Return to work after parental leave**

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

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

- (a) To the position which the employee held immediately before commencing parental leave; or
- (b) In the case of an employee who was transferred to a safe job, to the position which she held immediately before the transfer.

36.14 **Right to request**

36.14.1 An employee entitled to parental leave pursuant to Clause 36.3, may request HGT to allow the employee:

- (a) to extend the period of simultaneous unpaid leave provided for in Clauses 36.3.3(a) and 36.3.4(a) up to a maximum of eight weeks;
- (b) to extend the period of unpaid parental leave provided for in 36.3.2 by a further continuous period of leave not exceeding twelve months;
- (c) to return to work from a period of parental leave on a part-time basis until the child reaches school age, to assist the employee in reconciling work and parental responsibilities.

- 36.14.2 HGT shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or HGT's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency, the impact on customer service or the inability to find a placement at a suitable host employer.
- 36.14.3 The employee's request and HGT's decision made under 36.16.1(b) and (c) must be recorded in writing.
- 36.14.4 Where an employee wishes to make a request under 36.16.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

36.15 **Termination of employment**

An employee on parental leave may terminate the employee's employment at any time during the period of leave by giving the required notice.

An employer must not terminate the employment of an employee on the ground of her pregnancy or the employee's absence on of parental leave. Otherwise the rights of an employer in relation to termination of employment are not affected by this clause.

CLAUSE 37 - PUBLIC HOLIDAYS

- 37.1 The parties acknowledge that the nature of host employers' workplaces, including their operational requirements, contemplates that employees may be required to work on public holidays. Either HGT or the host employer may require permanent employees to work on a public holiday by incorporating the public holiday into the employee's roster in accordance with Clause 29 of this Agreement.

HGT requests employees to work on a public holiday as required by host employers.

- 37.2 An employee requesting a change in the roster so as not to work on a public holiday must have reasonable grounds for requesting that change in the roster. The employee must firstly raise with the host employer at the earliest practicable opportunity upon notification of the roster that the employee has reasonable grounds to request a change in the roster.

Any dispute about rostering on a public holiday must be dealt with by the Grievance and Dispute Settling Procedure set out in Clause 18 of this Agreement. When considering whether an employee has reasonable grounds for requesting a change in a public holiday roster regard must be had to the Act. The employee may identify reasonable grounds to HGT, and request that they not be rostered to work on a public holiday.

- 37.3 The following public holidays are acknowledged under this Agreement:

New Year's Day
Australia Day
Adelaide Cup Day
Good Friday
The Day after Good Friday*
Easter Monday
ANZAC Day
Queen's Birthday
Labour Day
Christmas Day (25 December)
Proclamation Day/Boxing Day
Sundays*

- 37.4 Each permanent employee shall be paid at the rate of double time and a half for all time worked on the above public holidays, save and except for the Day After Good Friday* and Sundays* which are to be paid at the rate of pay ordinarily applicable for work performed on those days of the week.
- 37.5 When Christmas Day (December 25) falls on a weekend day and a public holiday is declared on some other day in lieu, such other day shall be deemed to be a public holiday for the purpose of this clause in lieu of 25 December.
- 37.6 A permanent employee shall be paid at the rate of treble ordinary time for all time worked on Good Friday or Christmas Day. Provided that in a year when 25 December falls on a weekend and a public holiday is declared on some other day in lieu, such employees shall not be entitled to treble time for work on 25 December, but shall be paid at the rate of double time and a half for all time worked on the day declared as a public holiday in lieu.
- 37.7 A permanent employee shall be paid an ordinary day's pay for all of the above public holidays other than the day after Good Friday and Sundays, if the employee is not rostered to work on that day. Provided that in a case of a part-time employee, this subclause will only apply if the public holiday is observed on a day that, if not for the public holiday, would otherwise have been an ordinary working day for the employee.

CLAUSE 38 - CHRISTMAS DAY FALLING ON A SATURDAY OR SUNDAY

38.1 Applicability

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

- 38.1.1 **Actual day** means a Saturday or Sunday that is a Christmas Day but the declared public holiday for the Christmas Day has been gazetted for another day.
- 38.1.2 **Substitute day** means the day that is gazetted a public holiday in lieu of the public holiday for Christmas Day falling on a Saturday or Sunday.

38.2 Full-time employees

- 38.2.1 An employee rostered and not required to work on the actual day will be paid for that day at ordinary rates but will not be entitled to the substitute day;
- 38.2.2 An employee rostered and required to work on the actual day will be entitled to:
- (a) in addition to the normal Saturday or Sunday payment (as appropriate), a Christmas Day loading of one half of an ordinary day's pay, and
 - (b) the substitute day as a holiday. However, where the substitute day falls on a non-working day, the employee is entitled to either an additional day's pay or an additional day's leave with pay.
- 38.2.3 An employee rostered and required to work both on the actual day and also on the substitute day will be entitled to:
- (a) for the actual day, the payment described in 38.2.2(a); and,

- (b) for the substitute day, either public holiday rates or be granted an additional day's leave in lieu of the public holiday rates.

38.3 Part-time employees

- 38.3.1 An employee rostered and not required to work on the actual day will be paid for that day at ordinary rates but will not be entitled to the substitute day.
- 38.3.2 An employee rostered and required to work on the actual day will be entitled to:
 - (a) the payment described in 38.2.2(a); and
 - (b) another day, which may or may not be the substitute day, as a holiday, or payment at ordinary rates for an additional day of equal length.
- 38.3.3 If the benefits of 38.3.1 or 38.3.2 apply an employee who works on the substitute day will be paid at ordinary time rates for such day.

CLAUSE 39 – INDUSTRY LEISURE DAY

- 39.1 This Agreement provides for an Industry Leisure Day on the fourth Monday in October each year. HGT and/or host employer may roster an employee to work on the leisure day and the employee will be required to attend for work.
- 39.2 An employee who is required to work on the Industry Leisure Day shall be paid at the rate of double time and a half of ordinary rates for all time worked, whether or not the Industry Leisure Day forms part of the employees ordinary rostered hours or overtime.
- 39.3 Where an employee would ordinarily work on the fourth Monday in the month, but is not required to work on the Industry Leisure Day, the employee will be paid an ordinary days pay for the day.

PART 7 – OCCUPATIONAL HEALTH AND SAFETY MATTERS

CLAUSE 40 - CLOTHING

- 40.1 The standard uniform requirement for a cookery apprentice or trainee consists of check chef pants, white chef jacket, chef cap and appropriate non-slip footwear.
- 40.1.1 The standard uniform requirement for a Food and Beverage Trainee consists of black slacks or skirt, a white shirt or blouse and appropriate non-slip enclosed black foot wear.
- 40.2 No employee shall be required to perform work clothed or partially clothed in transparent clothing or in a state of complete or partial undress.
- 40.3 Should a host employer request a HGT employee to wear a uniform other than as described in Clause 40.1 and 40.1.1, then HGT will seek agreement from the host employer, to supply the uniforms.
- 40.4 Where, in the opinion of the host employer, it is necessary that waterproof or other protective clothing be required to be worn by an employee for his/her protection, the parties expect that such protective clothing will be supplied by the host employer. In such circumstances HGT will seek agreement from the host employer to supply such protective clothing.
- 40.5 Where upon termination of employment an item is not returned, HGT may deduct the listed value of that item from the employee's termination pay on behalf of the host employer. If in dispute about the whereabouts, value or condition of an item, the matter shall be handled using the dispute resolution procedure outlined in this Agreement.

CLAUSE 41 – FIRST AID

- 41.1 A qualified first aid person must have undertaken a Senior First Aid Certificate from a recognised training organisation.
- 41.2 An employee who holds the appropriate current qualification as outlined in 41.1 and who is the nominated first aid person on duty shall receive an allowance as prescribed in Schedule 2, Clause S2.3 – First Aid.

PART 8 – AGREEMENT COMPLIANCE AND RELATED MATTERS

CLAUSE 42 - TIME AND WAGES RECORDS

- 42.1 HGT must keep time and wages records in accordance with the requirements of the Workplace Relations Act 1996.

CLAUSE 43- AVAILABILITY OF AGREEMENT

- 43.1 The employer will advise employees of the existence of this Agreement and will provide access to a copy on request.

SCHEDULE 1 - WAGES

CLAUSE S1.1 WAGES

S1.1.1 Level 3 and 4 wages

The minimum weekly rates of wages (in accordance with the Australian Fair Pay Commission decision effective 1 December 2006) for work in ordinary time payable to the following classes of employees shall be as outlined below. These minimum weekly rates of wages shall apply from the first full pay period on or after the dates below:

Level	Per week total	Per hour (F/T)
	\$	\$
3	571.90	15.05
4	605.60	15.94

From the first full pay period commencing on or after 1 October 2007:

Level	Per week total	Per hour (F/T)
	\$	\$
3	591.90	15.58
4	626.80	16.49

From the first full pay period commencing on or after 1 July 2008:

Level	Per week total	Per hour (F/T)
	\$	\$
3	612.60	16.12
4	648.70	17.07

From the first full pay period commencing on or after 1 July 2009:

Level	Per week total	Per hour (F/T)
	\$	\$
3	634.00	16.68
4	671.40	17.67

From the first full pay period commencing on or after 1 July 2010:

Level	Per week total	Per hour (F/T)
	\$	\$
3	656.20	17.27
4	694.90	18.29

S1.1.2 Apprentice cooks

The minimum rates of wages for work in ordinary time (in accordance with the Australian Fair Pay Commission Decision effective 1 December 2006) shall be the percentages set out hereunder of the rate for a level 4 employee

		Per week total	Per hour
	%	\$	\$
First year of training	55%	333.10	8.77
Second year of training	65%	393.60	10.36
Third year of training	77.5%	469.30	12.35
Fourth year of training	87.5%	529.90	13.94

From the first full pay period commencing on or after 1 October 2007:

		Per week total	Per hour
	%	\$	\$
First year of training	55%	344.70	9.07
Second year of training	65%	407.40	10.72
Third year of training	77.5%	485.80	12.78
Fourth year of training	87.5%	548.50	14.43

From the first full pay period commencing on or after 1 July 2008:

		Per week total	Per hour
	%	\$	\$
First year of training	55%	356.80	9.39
Second year of training	65%	421.70	11.10
Third year of training	77.5%	502.70	13.23
Fourth year of training	87.5%	567.60	14.94

From the first full pay period commencing on or after 1 July 2009:

		Per week total	Per hour
	%	\$	\$
First year of training	55%	369.30	9.72
Second year of training	65%	436.40	11.48
Third year of training	77.5%	520.30	13.69
Fourth year of training	87.5%	587.50	15.46

From the first full pay period commencing on or after 1 July 2010:

		Per week total	Per hour
	%	\$	\$
First year of training	55%	382.20	10.06
Second year of training	65%	451.70	11.89
Third year of training	77.5%	538.50	14.17
Fourth year of training	87.5%	608.00	16.00

Any apprentice cook who is twenty one years of age or older shall receive a minimum rate of pay equal to 95% of the rate for a Level 3 employee.

SCHEDULE 2 - ALLOWANCES

CLAUSE S2.1 SPECIAL TIME RATES

An employee who is required to work any of their ordinary hours outside the hours of 7 am and 7 pm on Monday to Friday inclusive, shall be paid an allowance of \$1.43. per hour (or part of an hour) for any such time worked outside the said hours.

Provided that:

- (a) in the case of any such employee the minimum payment in respect of any one day shall be \$2.12.
- (b) an employee who is required to work their total ordinary hours between 7 pm and 7 am Monday to Friday inclusive shall be paid \$1.43 per hour, with a minimum payment in the case of a full-time employee only of \$11.39 per day; and
- (c) this clause shall not apply to any of the holidays prescribed in Clauses 37 and 39 of the Agreement.

CLAUSE S2.2 BROKEN WORK

An employee shall be paid an additional allowance for a broken work day within the spread of hours as set out in Clause 28.3 of the Agreement as follows:

	Rate per day
	\$
Under ten hours	Nil
Ten hours and under 10.5 hours	1.20
10.5 hours to eleven hours	2.38

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

CLAUSE S2.3 FIRST AID

An employee who holds a current Senior First Aid Certificate and who is appointed by HGT to perform first aid duties, as per Clause 41 of this Agreement, shall be paid an allowance of \$2.43 per day or working period.

CLAUSE S2.4 ANNUAL INCREASES

The allowances contained within this clause are to increase by 3.5 per cent from 1 October 2007 and then from the first full pay period on or after 1 July every year, for the duration of this Agreement.

SCHEDULE 3 - SUPPORTED WAGE PROVISIONS

CLAUSE S3.1 DEFINITIONS

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

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

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

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

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

CLAUSE S3.2 ELIGIBILITY CRITERIA

S3.2.1 Employees covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity, and who meet the impairment criteria for receipt of a Disability Support Pension.

S3.2.2 This Schedule does not apply to any existing employee who has a claim against HGT which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their current employment.

CLAUSE S3.3 SUPPORTED WAGE RATES

S3.3.1 Employees to whom this Schedule applies will be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

<i>Assessed capacity (Clause S3.4)</i>	<i>% of prescribed Agreement rates</i>
10%	10%
20%	20%
30%	30%
36%	36%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- S3.3.2 Provided that the minimum amount payable will not be less than \$64.00 per week for a thirty eight hour week (pro rata for part time employees). This amount will increase by 3.5 per cent from the first full pay period on or after 1 July every year for the duration of this Agreement.
- S3.3.3 Where a person's assessed capacity is 10% they will receive a high degree of assistance and support.

CLAUSE S3.4 ASSESSMENT OF CAPACITY

For the purpose of establishing the percentage of the Agreement rate to be paid to an employee under this Agreement the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by HGT, in consultation with the employee.

CLAUSE S3.5 LODGEMENT OF ASSESSMENT INSTRUMENT

All assessment instruments under the conditions of this schedule, including the appropriate percentage of the Award Wage to be paid to the employee, will be lodged by HGT with the Registrar of the Commission.

CLAUSE S3.6 REVIEW OF ASSESSMENT

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

CLAUSE S3.7 OTHER TERMS AND CONDITIONS OF EMPLOYMENT

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

CLAUSE S3.8 WORKPLACE ADJUSTMENT

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

CLAUSE S3.9 TRIAL PERIOD

- S3.9.1 In order for an adequate assessment of the employee's capacity to be made, HGT 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.
- S3.9.2 During the trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.
- S3.9.3 The minimum amount payable to the employee during the trial period will not be less than the amount specified in S3.3.2. per week.
- S3.9.4 Work trials should include induction or training, as appropriate, to the job being trialled.
- S3.9.5 Where HGT and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment must be entered into based on the outcome of assessment under Clause S5.4.

SCHEDULE 4 – TRAINING WAGE ARRANGEMENTS

CLAUSE S4.1 TITLE

This schedule shall be known as the HGT/LHMU Collective Agreement Training Wage Arrangements Schedule.

CLAUSE S4.2 ARRANGEMENT

<u>Clause No.</u>	<u>Title</u>
S4.1	Title
S4.2	Arrangement
S4.3	Application
S4.4	Definitions
S4.5	Training conditions
S4.6	Employment conditions
S4.7	Wages

CLAUSE S4.3 APPLICATION

S4.3.1 This schedule shall apply to persons:

(a) who are undertaking a Traineeship (as defined).

S4.3.2 At the conclusion of the Traineeship, this schedule ceases to apply to the employment of the Trainee and the Agreement shall apply to the former Trainee if they are offered and have accepted an apprenticeship.

S4.3.3 Nothing in this schedule shall be taken to replace the prescription of training requirements in the Agreement.

CLAUSE S4.4 DEFINITIONS

S4.4.1 **Act** means the Training and Skills Development Act 2003 or any successor legislation.

S4.4.2 **Adult trainee** means for the purpose of this schedule a Trainee who would qualify for the highest wage rate in Wage Level A or B if covered by that wage level.

S4.4.3 **Approved training** means that training which is specified in the Training Plan, which is part of the Training Agreement, which is registered with the T&SC. It includes training undertaken both on and off-the-job in a Traineeship and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a National Training Package or a Traineeship Scheme and leads to a qualification under the Australian Qualification Framework.

S4.4.4 **T&SC** means the Training and Skills Commission under the Act.

S4.4.5 **Agreement** means this Agreement.

S4.4.6 **Commission** means the Australian Industrial Relations Commission.

S4.4.7 **Trainee** is an individual who is a signatory to a Training Agreement registered with the T&SC and is involved in paid work and structured training, which may be on or off the job. Trainee does not include an individual who already has the competencies to which the Traineeship is directed.

- S4.4.8 **Traineeship** means a system of training which has been approved by the T&SC which meets the requirements of a National Training Package developed by a National Industry Training Advisory Board and endorsed by the National Training Quality Council, which leads to an Australian Qualifications Framework qualification specified by that National Training Package, and includes full-time Traineeships and part-time Traineeships including school-based Traineeships.
- S4.4.9 **Training Agreement** means a Contract of Training for a Traineeship made between HGT and a Trainee, which is registered with the T&SC.
- S4.4.10 **Training package** means the competency standards, assessment guidelines and Australian Qualifications Framework qualification endorsed for an industry or enterprise by the National Training Quality Council and placed on the National Training Information Service with the approval of Commonwealth and State Ministers responsible for vocational education and training.
- S4.4.11 **Training plan** means a programme of training which forms part of a Training Agreement registered with the T&SC.
- S4.4.12 **Traineeship scheme** means an approved Traineeship applicable to a group or class of employees or to an industry or sector of an industry or an enterprise, which has been approved by the T&SC.
- S4.4.13 **Year 10** – for the purposes of this schedule, any person leaving school before completing Year 10 shall be deemed to have completed Year 10.

CLAUSE S4.5 TRAINING CONDITIONS

- S4.5.1 The trainee shall attend an Approved Training course or training program prescribed in the Training Agreement or as notified to the trainee by the T&SC in accredited and relevant Training Schemes.
- S4.5.2 Employment as a trainee under this schedule shall not commence until the relevant Training Agreement, made in accordance with a training scheme, has been signed by HGT and the trainee and lodged for registration with the T&SC, provided that if the Training Agreement is not in a standard format, employment as a trainee shall not commence until the Training Agreement has been registered with the T&SC. HGT shall ensure that the trainee is permitted to attend the training course or program provided for in the Training Agreement and shall ensure that the trainee receives the appropriate on-the-job training.
- S4.5.3 The host employer shall provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.
- S4.5.4 The provisions of the Act dealing with the monitoring by officers of the T&SC and the use of training records or work books as part of this monitoring process shall apply to traineeships under this schedule.

CLAUSE S4.6 EMPLOYMENT CONDITIONS

- S4.6.1 A full-time trainee shall be engaged for a maximum of one year's duration, except in respect of AQF III and AQF IV Traineeships which may extend up to two years full-time. By Agreement in writing, and with the consent of the T&SC, HGT and the trainee may vary the duration of the traineeship and the extent of approved training provided that any Agreement to vary is in accordance with the relevant traineeship scheme.

- S4.6.2 A part-time trainee, shall be engaged proportionally to the minimum number of hours to be worked each week in regards to the terms in Clause S4.6.1.1, and Clause 10.14. By Agreement in writing, and with the consent of the T&SC, HGT and the trainee may vary the duration of the traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant traineeship scheme.
- S4.6.3 Where the trainee completes the qualification in the Training Agreement earlier than the time specified in the Training Agreement, then the traineeship may be concluded by mutual agreement.
- S4.6.4 Termination of employment of trainees is dealt with in the Training Agreement, or the Act. An employer initiating such action shall give written notice to the trainee at the time the action is commenced and to the T&SC in accordance with the Act.
- S4.6.5 The trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the approved training.
- S4.6.6 Where the employment of a trainee by HGT is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purposes of this Agreement or any other legislative entitlements.
- S4.6.7 **Trainees working overtime**
- S4.6.8 Reasonable overtime may be worked by the trainee provided that it does not affect the successful completion of the approved training.
- S4.6.9 No trainee shall work overtime or shiftwork on their own unless consistent with the provisions of the Agreement.
- S4.6.10 No trainee shall work shiftwork unless the shiftwork makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork trainees.
- S4.6.11 The trainee wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by the Agreement, unless HGT and Trainee agree in writing that a trainee will be paid at a higher rate, in which case the higher rate shall apply.
- S4.6.12 All other terms and conditions of the Agreement that are applicable to the trainee or would be applicable to the trainee but for this schedule shall apply unless specifically varied by this schedule.

CLAUSE S4.7 WAGES

- S4.7.1 The minimum wage payable to full-time, part time and school based Trainees shall be as per the Australian Pay and Classification Scale (AP&CS) as derived from the National Training Wage Award 2000.
- S4.7.2 These wage rates will only apply to trainees while they are undertaking an approved traineeship, which includes approved training as defined in this schedule.
- S4.7.3 The wage rates prescribed by this clause do not apply to complete trade level training, which is covered by the apprenticeship system.

- S4.7.4 All (non-school based) trainees who, for ordinary hours, are being paid the minimum rate prescribed in S4.7.1 above will be paid an additional flat weekly collective agreement allowance which does not apply for all purposes.
- S4.7.5 The flat collective agreement allowance is \$15.00 per week for trainees who work 20 or more hours in a week, and \$10.00 per week for trainees who work less than 20 hours in a week.
- S4.7.6 The flat collective agreement allowance applies on top of any additional remuneration a trainee may be entitled to for overtime or such payments but does not compound with the base hourly rate.

APPENDIX A – (ALTERNATIVE ROSTERING ARRANGEMENTS)

- A.1 Appendix A provides HGT with the option of using a loaded pay rate for permanent employees to simplify payroll, to provide flexible alternative hours of work arrangements, and to match employees' arrangements with host employers.
- A.2 Prior to implementing an alternative rostering arrangement with a loaded rate of pay HGT must provide the employee with a fortnight's notice. The same notice is required when moving from the loaded rate back to the basic rate arrangements.
- A.3.4 Any disputes about the transition to and implementation of the arrangements in this Appendix must be dealt with by the employer and employees in the first instance, and by using the dispute settlement procedure set out in Clause 18.

ALTERNATIVE CLAUSES

The following clauses replace the corresponding clauses in the body of the Agreement.

CLAUSE 10 - DEFINITIONS (10.11 and 10.20 only)

- 10.11 Full-time employee means an employee whose engagement is based on 38 ordinary hours of work per week.
- 10.20 "Loaded Rate of Pay" means the base rates of pay set out in Schedule 1 and 4 in the main body of the Agreement plus an additional 17.5%.

The additional 17.5% loading is in lieu of all allowances, annual leave loading, an amount of weekend and public holiday penalties, part-time loading, special time rates and limited supplementary hours. The wage rates in Schedule 1 and 4 in Appendix A have been calculated to include the 17.5% loaded rate.

CLAUSE 26 – PAYMENT OF WAGES

- 26.1 The wages payable to employees covered by the alternative arrangements are contained in Appendix A Wages (Alternative clause to Schedule 1 and 4).
- 26.2 The loaded rates of pay contained in this appendix shall be paid in all of the following circumstances:
- For work performed over a twenty four (24) hours a day, seven (7) days a week coverage.
 - When an employee is taking, annual leave, personal leave or compassionate leave.
 - When calculating payment for overtime
 - When calculating superannuation.
 - When an employee is on Work Cover.
 - When an employee is taking Long Service Leave.
- 26.3 The loaded rate which applies to Appendix A is inclusive of an additional 17.5% loading which is in lieu of annual leave loading. The rate of pay for annual leave will be at the rate of pay set out in Schedules 1 and 4 in Appendix A.

CLAUSE 28 – HOURS OF WORK

28.1 Spread of hours

- 28.1.1 The spread of hours, from starting time to finishing time (inclusive of all meal breaks), within which the ordinary hours shall be worked, shall be no more than eleven hours.
- 28.1.2 The spread of hours for a permanent employee shall not exceed eleven hours per broken shift day.

28.2 Weekly roster

28.2.1 Full-time employees

- 28.2.2 The maximum ordinary hours of work for a full-time employee are thirty eight hours per week.
- 28.2.3 With the exception of weekend work, where a full-time employee is required to work on any given day they shall be provided with at least four ordinary hours work per day, and shall not be rostered to work more than ten ordinary hours per day. Where the employee works a period beyond ten ordinary hours per day Clause 31 - Overtime, shall apply to that period.
- 28.2.4 Where a full-time employee is required to work on a Saturday or Sunday, they shall be provided with at least four hours work per day, and shall not be rostered to work more than eight ordinary hours per day. Where a full-time employee works a period beyond eight hours on a Saturday or Sunday, Clause 31 - Overtime, shall apply to that period.
- 28.2.5 A full time employee may be required to work up to a maximum number of supplementary hours each roster. An employee working a weekly roster may be required to work up to 4 supplementary hours per week. Supplementary hours are exclusive of ordinary hours and overtime worked.

28.3 Fortnightly roster

28.3.1 Full-time employees

- 28.3.2 The maximum ordinary hours of work for a full-time employee are seventy six hours per fortnight.
- 28.3.3 With the exception of weekend work, where a full-time employee is required to work on any given day they shall be provided with at least four ordinary hours work per day, and shall not be rostered to work more than ten ordinary hours per day . Where the employee works a period beyond ten ordinary hours per day Clause 31 - Overtime, shall apply to that period.
- 28.3.4 Where a full-time employee is required to work on a Saturday or Sunday they shall be provided with at least four hours work per day and shall not be rostered to work more than eight ordinary hours per day. Where a full-time employee works a period beyond eight hours on a Saturday or Sunday, Clause 31 - Overtime, shall apply to that period.
- 28.3.5 A full time employee may be required to work up to a maximum number of supplementary hours each roster. An employee working a fortnightly roster may be required to work up to 8 supplementary hours per fortnight. Supplementary hours are exclusive of ordinary hours and overtime worked.

28.4 Minimum break between shifts

- 28.4.1 The roster for all permanent employees shall provide for a minimum of ten hours break between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day. In the case of changeover of rosters or for shifts which fall between Christmas Eve and Christmas Day and New Year's Eve and New Year's Day, eight hours shall be substituted for ten hours.
- 28.4.2 If, on the instructions of their employer a permanent employee resumes or continues work without having had ten consecutive hours off duty they must be paid at double rates until released from duty for such period and then shall be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

28.5 Supplementary hours

- 28.5.1 A full time employee may be required to work up to a maximum number of supplementary hours each roster. An employee working a weekly roster may be required to work up to 4 supplementary hours per week. An employee working a fortnightly roster may be required to work up to 8 supplementary hours per fortnightly roster. Supplementary hours are exclusive of ordinary hours and overtime worked.
- 28.5.2 Supplementary hours must not be systematically rostered and are for the purposes of accommodating unexpected or unpredictable work demands. Supplementary hours must only be worked contiguous with an ordinary rostered shift immediately prior to the rostered commencement time of ordinary hours, or immediately following the rostered cessation time of ordinary hours (i.e for the purposes of "starting earlier" or "staying back later", on a Monday, Tuesday, Wednesday, Thursday or Friday).
- 28.5.3 Supplementary hours do not form part of an employee's regular roster pattern.
- 28.5.4 The total combination of supplementary and ordinary hours must not exceed ten hours on any weekday.
- 28.5.5 The only circumstances where supplementary hours can be worked upon a weekend day is where a Friday shift extends onto the contiguous Saturday. In these circumstances at least half of, or the majority of an employee's ordinary hours must fall on the Friday.
- 28.5.6 As much notice as possible must be given of a requirement, or potential to work supplementary hours and the employer and the employee must take account of the operational needs of the business and the personal circumstances of the employee when arranging supplementary hours.
- 28.5.7 Supplementary hours are paid at the loaded rate of pay applicable to ordinary hours.

CLAUSE 29 - ROSTERING

Predictable rosters and hours are fundamental to the operation of this Appendix. The parties will co-operate and consult with host employers to ensure rosters are developed and implemented so as to take account of the operational needs of the host employer and the personal circumstances of employees.

- 29.1 HGT will endeavour to ensure that a roster for all full-time employees showing normal starting and finishing times and the surname and initials of each employee is provided to the employees concerned at least 1 week in advance.

- 29.2 The roster may be changed by mutual consent at any time or by amendment of the roster with one weeks notice for a weekly roster and two weeks notice for a fortnightly roster to account for circumstances beyond the HGT's or host employer's control.
- 29.3 An employee may work their hours of work in a period of less than five days per week.
- 29.4 An employee must not be rostered for more than eight consecutive days of ordinary shifts and must not be rostered for more than ten days of ordinary shifts per two weeks cycle.
- 29.5 An employee must not work more than eight consecutive days of ordinary shifts and must not work more than ten ordinary shifts per two weeks cycle.
- 29.6 Each two weekly cycle must provide every permanent full time employee with at least four days off, which will include at least two weekend days.
- 29.7 Each two weekly cycle must include at least two consecutive days off.
- 29.8. The spread of hours for a permanent employee shall not exceed eleven hours per day.

CLAUSE 30 - ROSTERED DAYS OFF

- 30.1 Each permanent employee shall be entitled to at least two days off per week or four days off per two week cycle as detailed in Clause 29. The days off shall be nominated by the host employer and shall be deemed to be rostered days off.
- 30.2 All time worked on an employee's rostered day off is to be paid at overtime rates as per Clause 31.

CLAUSE 31 - OVERTIME

- 31.1. The HGT may require any permanent employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.
- 31.2 Overtime rates are calculated by reference to the loaded rate in this Schedule.
- 31.3 Overtime is exclusive of supplementary hours and any reference to time worked attracting overtime does not apply to time worked as supplementary hours.
- 31.4 When determining whether overtime is reasonable, regard must be given to the factors outlined in the Workplace Relations Act 1996.
- 31.5 Other than on public holidays (including Sundays but excluding the Day after Good Friday), all overtime is to be paid for at the rate of time and a half for the first three hours and double time thereafter on the basis that each day stands alone.
- 31.6 All overtime worked on a public holiday (including Sundays but excluding the Day after Good Friday) is to be paid at double time.
- 31.7 All overtime worked on Industry Leisure Day will be paid at double time.
- 31.8 A permanent employee who works so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary work on the next day, that they have not had at least ten consecutive hours off duty between those times, shall be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence, not withstanding the provisions prescribed by subclause 32.3.

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

CLAUSE 33 – ANNUAL LEAVE

33.1 Payment for period of leave

The loaded rate which applies in Appendix A incorporates an additional 17.5% loading which covers annual leave loading. The rate of pay for annual leave will be at the loaded rate of pay set out in Appendix A.

CLAUSE 37 - PUBLIC HOLIDAYS

- 37.1 The parties acknowledge that the nature of the host employer's workplace, including its operational requirements, contemplates that employees may be required to work on public holidays. Either HGT or the host employer may request permanent employees to work on a public holiday by incorporating the public holiday into the employee's roster in accordance with Clause 29 of this Agreement.

- 37.2 An employee requesting a change in the roster so as not to work on a public holiday must have reasonable grounds for requesting that change in the roster. The employee must firstly raise with the host employer at the earliest practicable opportunity upon notification of the roster that the employee has reasonable grounds to request a change in the roster.

Any dispute about rostering on a public holiday must be dealt with by the Grievance and Dispute Settling Procedure set out in Clause 18 of this Agreement. When considering whether an employee has reasonable grounds for requesting a change in a public holiday roster regard must be had to the Act.

- 37.3 The following public holidays are acknowledged under this Agreement:

New Year's Day
Australia Day
Adelaide Cup Day
Good Friday
The Day after Good Friday*
Easter Monday
ANZAC Day
Queen's Birthday
Labour Day
Christmas Day (25 December)
Proclamation Day/Boxing Day
Sundays*

- 37.4 Each permanent employee shall be paid at the rate of double time for all time worked on the above public holidays, save and except for the Day After Good Friday* and Sundays*, which are to be paid at the rate of pay ordinarily applicable for work performed on those days of the week.

An employee may elect to have an additional day's paid leave and be paid single time for work on a public holiday, instead of being paid double time.

- 37.5 When Christmas Day (December 25) falls on a weekend day and a public holiday is declared on some other day in lieu, such other day shall be deemed to be a public holiday for the purpose of this clause in lieu of 25 December.
- 37.6 A permanent employee shall be paid an ordinary day's pay for all of the above public holidays other than the Day After Good Friday and Sundays, if the employee is not rostered to work on that day. Provided that in a case of a part-time employee, this subclause will only apply if the public holiday is observed on a day that, if not for the public holiday, would otherwise have been an ordinary working day for the employee.

CLAUSE 38 - CHRISTMAS DAY FALLING ON A SATURDAY OR SUNDAY

38.1 Applicability

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

- 38.1.1 **Actual day** means a Saturday or Sunday that is a Christmas Day but the declared public holiday for the Christmas Day has been gazetted for another day.
- 38.1.2 **Substitute day** means the day that is gazetted a public holiday in lieu of the public holiday for Christmas Day falling on a Saturday or Sunday.

38.2 Full-time employees

- 38.2.1 An employee rostered and not required to work on the actual day will be paid for that day at ordinary rates but will not be entitled to the substitute day;
- 38.2.2 An employee rostered and required to work on the actual day will be entitled to:
- (a) in addition to the normal Saturday or Sunday payment (as appropriate), a Christmas Day loading of one half of an ordinary day's pay, and
 - (b) the substitute day as a holiday. However, where the substitute day falls on a non-working day, the employee is entitled to either an additional day's pay or an additional day's leave with pay.
- 38.2.3 An employee rostered and required to work both on the actual day and also on the substitute day will be entitled to:
- (a) for the actual day, the payment described in 38.2.2(a); and,
 - (b) for the substitute day, either public holiday rates or be granted an additional day's leave in lieu of the public holiday rates.

38.3 Part-time employees

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

- (a) the payment described in 38.2.2(a); and
- (b) another day, which may or may not be the substitute day, as a holiday, or payment at ordinary rates for an additional day of equal length.

38.3.3 If the benefits of 38.3.1 or 38.3.2 apply, an employee who works on the substitute day, will be paid at ordinary time rates for such day.

CLAUSE 39 – INDUSTRY LEISURE DAY

39.1 This Agreement provides for an Industry Leisure Day on the fourth Monday in October each year. Either HGT or a host employer may roster an employee to work on the Leisure Day and the employee will be required to attend for work.

39.2 An employee who is required to work on the Industry Leisure Day shall be paid at the rate of double time for all time worked, whether or not the Industry Leisure Day forms part of the employee’s ordinary rostered hours or overtime.

An employee may elect to have an additional day’s paid leave and be paid single time for work on a Industry Leisure Day, instead of being paid double time.

39.3 Where an employee would ordinarily work on the fourth Monday in the month, but is not required to work on the Industry Leisure Day, the employee will be paid an ordinary days pay for the day.

The following clauses from the body of the Collective Agreement do not apply while this Appendix operates:-

- **Clause 31.6 – Special Time Rates**
- **Clause 31.7 – Broken Work**

SCHEDULE 1 – WAGES

CLAUSE S1.1 WAGES

S1.1.1 Level 3 and Level 4 Wages

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

Level	Per week (F/T)	Per hour (P/T)
	\$	\$
3	671.98	17.68
4	711.58	18.73

From the first full pay period commencing on or after 1 October 2007:

Level	Per week (F/T)	Per hour
	\$	\$
3	695.48	18.30
4	736.49	19.38

From the first full pay period commencing on or after 1 July 2008:

Level	Per week (F/T) \$	Per hour \$
3	719.81	18.94
4	762.22	20.06

From the first full pay period commencing on or after 1 July 2009

Level	Per week (F/T) \$	Per hour \$
3	744.95	19.60
4	772.11	20.32

From the first full pay period commencing on or after 1 July 2010:

Level	Per week (F/T) \$	Per hour \$
3	771.04	20.29
4	816.51	21.49

S1.1.2 **Apprentice cooks**

The minimum weekly rates of wages for work in ordinary time shall be the percentages set out hereunder of the loaded rate for a level 4 employee.

	%	Per week (F/T) \$	Per hour \$
First year of training	55%	391.37	10.30
Second year of training	65%	462.53	12.17
Third year of training	77.5%	551.48	14.51
Fourth year of training	87.5%	622.63	16.39

From the first full pay period commencing on or after 1 October 2007:

	%	Per week (F/T) \$	Per hour \$
First year of training	55%	405.07	10.66
Second year of training	65%	478.72	12.60
Third year of training	77.5%	570.78	15.02
Fourth year of training	87.5%	644.43	16.96

From the first full pay period commencing on or after 1 July 2008:

	%	Per week (F/T) \$	Per hour \$
First year of training	55%	419.22	11.03
Second year of training	65%	495.44	13.04
Third year of training	77.5%	590.72	15.54
Fourth year of training	87.5%	666.94	17.55

From the first full pay period commencing on or after 1 July 2009:

	%	Per week (F/T) \$	Per hour \$
First year of training	55%	424.66	11.18
Second year of training	65%	501.87	13.21
Third year of training	77.5%	598.39	15.75
Fourth year of training	87.5%	675.60	17.78

From the first full pay period commencing on or after 1 July 2010:

	%	Per week (F/T) \$	Per hour \$
First year of training	55%	449.08	11.82
Second year of training	65%	530.73	13.96
Third year of training	77.5%	632.80	16.65
Fourth year of training	87.5%	714.45	18.80

Any apprentice cook who is 21 years of age or older shall receive a minimum rate of pay equal to 95% of the loaded rate for a Level 3 employee.

SCHEDULE 2 – ALLOWANCES

The wage rates in this appendix include a loading to compensate for all allowances and therefore the allowances outlined in Schedule 2 do not apply.

SCHEDULE 3 – SUPPORTED WAGE PROVISIONS (S3.3.2 only)

Provided that the minimum amount payable will not be less than \$78.36 per week. This amount will increase by 3.5 per cent from the first full pay period on or after 1 October 2007 and then from the first full pay period on or after 1 July every year for the duration of this Agreement.

CLAUSE S4.7 WAGES

The minimum wage payable to full-time, part time and school based Trainees shall be as per the Australian Pay and Classification Scale (AP&CS), as derived from the National Training Wage Award 2000 at a Loaded Rate of 17.5%.

SIGNATURES

I am authorised to sign this Agreement on behalf of Liquor, Hospitality and Miscellaneous Union.

Signature

Print Name and Title

Address:

101 Henley Beach Road
Mile End SA 5031

In the presence of:

Signature of Witness

Print Name

Date

I am authorised to sign this Agreement on behalf of Hospitality Group Training Incorporated

Signature

Print Name and Title

Address:

60 Hindmarsh Square
Adelaide SA 5000

In the presence of:

Signature of Witness

Print Name

Date