

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

AUSTRALIAN INDUSTRIAL REGISTRY LOOSE-LEAF CONSOLIDATION

HOTELS, MOTELS, WINE SALOONS, CATERING, ACCOMMODATION, CLUBS AND
CASINO EMPLOYEES (NORTHERN TERRITORY) AWARD 2002

This award as varied to 6 February 2006 (variation [PR968351](#)) comprises pages:

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.113 application for variation

Australian Liquor, Hospitality and Miscellaneous Workers Union
(C2001/4214)

Review of an award pursuant to item 51 of Part 2 of Schedule 5 of the
Workplace Relations and Other Legislation Amendment Act 1996
(C No. 00244 of 1998)

**HOTELS, MOTELS, WINE SALOONS, CATERING, ACCOMMODATION, CLUBS
AND CASINO EMPLOYEES (NORTHERN TERRITORY) CONSOLIDATED**

AWARD 1986
(ODN C No. 03276 of 1979)
[Print G6935 [H0021CRN]]

Various employees

Northern Territory

COMMISSIONER EAMES

MELBOURNE, 11 JANUARY 2002

Award simplification.

ORDER

A. Further to the decision issued by the Commission on 11 January 2002, [Print No. [PR913124](#)] the above award is varied as follows:

By deleting all clauses, schedules and appendices and inserting the following:

PART 1 - APPLICATION AND OPERATION OF AWARD

1. AWARD TITLE

This award is the Hotels, Motels, Wine Saloons, Catering, Accommodation, Clubs and Casino Employees (Northern Territory) Award 2002.

2. ARRANGEMENT

[2 amended by [PR950192](#) [PR968351](#)]

This award is arranged as follows:

Part 1 - Application and operation of award

1. Award title
2. Arrangement
3. Anti-discrimination
4. Definitions
5. Relationship with other awards
6. Where and whom the award covers
7. Who is bound by this award
8. Date the award starts

Part 2 - Award flexibility

9. Enterprise flexibility provisions
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Part 3 - Communication, consultation and dispute resolution

11. Procedure to avoid industrial disputation

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

12. Types of employment
13. Notice of termination
14. Redundancy
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Part 5 - Wages and related matters

16. Classification structure and wage rates
17. Allowances
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19. Supported wage system
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23. Hours of work
24. Night loadings
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Part 7 - Leave of absence and public holidays

28. Parental leave
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Part 9 - Posting of award

36. Posting of award

Part 10 - Casino employees

37. Application of this part
38. Terms of employment
39. Classification structure and wage rates - gaming staff
40. Hours of work

Schedule A List of respondents

Appendix A School based apprenticeship

3. ANTI-DISCRIMINATION

- 3.1** It is the intention of the respondents to this award to achieve the principal object in s.3(j) of the *Workplace Relations Act 1996* through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

3.2 Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

3.3 Nothing in this clause is taken to affect:

3.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

3.3.2 junior rates of pay;

3.3.3 an employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;

3.3.4 the exemptions in s.170CK(3) and (4) of the Act.

4. DEFINITIONS

In this award:

4.1 Continuous service

4.1.1 In calculating the twelve months' continuous service, the only absences counted as time worked are the following:

- up to fourteen days in a twelve month period because of sickness or accident;
- long service leave that an employee takes under the relevant State long service leave legislation; and
- annual leave.

4.1.2 Where a period of work is less than twelve months, the absences counted as time worked because of sickness or accident are calculated on a proportionate basis.

4.1.3 The following events do not break an employee's continuous service:

- sick leave;
- leave as the result of an accident;
- leave lawfully granted by the employer; or
- absence for a reasonable cause. (The employee must prove that the leave was reasonable).

- 4.1.4** Where employees are temporarily stood down through no fault of their own, service is not to be considered to be broken.
- 4.1.5** Any other absence from work does not break continuity of service unless the employer notifies the employee within fourteen days of the employee returning to work after the absence. The employer must tell the employee in writing.

[4.2 substituted by [PR959915](#) ppc 07Jul05]

- 4.2 Union** means the Liquor, Hospitality and Miscellaneous Union.
- 4.3 Permanent employee** means an employee engaged and paid by the week.
- 4.4 Bar attendant** mean any person usually employed for more than two hours in any one day or night in supplying or dispensing or mixing of liquor in any portion of the licensed premises, including sales of liquor from the bottle department.
- 4.5 Handyman** means an employee who is not a tradesman but who is primarily employed to perform routine repair maintenance duties within and about the employer's establishment.
- 4.6 Gardener** (qualified) means an employee engaged as a gardener and who is required to have an appropriate certificate, other technical qualification or approved experience and knowledge relating to gardening for the performance of their duties.
- 4.7 General hand** means an employee engaged to perform general duties in and around the establishment but not including cooking, waiting, servicing liquor or other specialised functions.
- 4.8 Cleaner** means a worker who does general cleaning duties in bars and/or public areas.
- 4.9 Bar area:** a person is deemed to be working in a "bar area" where they are engaged in the provision of alcoholic beverages.
- 4.10 Front of the house** means the bar and cellar areas of the establishment and also includes the classifications specified in clause 39 - Classification structure and wage rates - gaming staff.
- 4.11 Back of the house** means all areas not coming within the definition of "front of the house".
- 4.12 Commission** means the Australian Industrial Relations Commission.

5. RELATIONSHIP WITH OTHER AWARDS

This award supersedes all previous awards and orders of the Australian Industrial Relations Commission relating to employment in the industries and/or industrial pursuits governed by this award, but no right, obligation or liability incurred under previous awards are affected by such supersession.

6. WHERE AND WHOM THE AWARD COVERS

6.1 This award operates in the Northern Territory.

6.2 This award governs the wages and conditions of employment of all employees engaged in the performance of all work in or in connection with, or incidental to, the following industries and/or industrial pursuits:

6.2.1 All workers engaged in the conduct of hotels, clubs, restaurants, motels, boarding establishments, guest houses, hostels and/or any other type of accommodation and/or catering establishment, including but without in any way limiting the foregoing, persons employed in any capacity:

6.2.1(a) In hotels (licensed, unlicensed or private).

6.2.1(b) In motels or restaurants operating in association therewith.

6.2.1(c) In combination hotel/motel.

6.2.1(d) In wine saloons or wine bars in or in connection with the selling of drinks.

6.2.1(e) In a cafe, restaurant or establishment in which food or drink is sold for consumption on the premises and where such food or drink is both ordered and served by table service.

6.2.1(f) In guest houses, boarding houses and hostels.

6.2.1(g) In clubs (incorporated under the Associations Incorporation Act).

6.2.1(h) In casinos.

6.2.1(i) In preparing and serving food and drinks, cleaning and attending to the premises and all other services associated with hotels, motels, or restaurants operating in association therewith; combination hotel/motel, wine saloons or wine bars, guest houses, boarding houses, hostels, cafes, restaurants, incorporated clubs, casinos and/or any other type of accommodation and/or catering establishment and any other type of establishment covered by the incidence of the award.

7. WHO IS BOUND BY THIS AWARD

This award binds:

[7.1 substituted by [PR959915](#) ppc 07Jul05]

- 7.1** the employers referred to in the schedule hereto in respect of all employees, whether members or not of Liquor, Hospitality and Miscellaneous Union; and
- 7.2** the Australian Liquor, Hospitality and Miscellaneous Workers Union, its officers and members.

8. DATE THE AWARD STARTS

This award comes into force from the beginning of the first pay period commencing on or after 11 January 2002 and shall remain in force for a period of twelve months.

PART 2 - AWARD FLEXIBILITY

9. ENTERPRISE FLEXIBILITY PROVISIONS

(See ss.113A and 113B of the Act)

Where an employer or employees wish to pursue an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs the following process shall apply:

- 9.1** A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace shall be established.
- 9.2** For the purpose of the consultative process the employees may nominate the Union or another to represent them.
- 9.3** Where agreement is reached an application shall be made to the Commission.

10. WORK ORGANISATION

An employer may direct an employee to perform a range of duties which are incidental or peripheral to the employee's main tasks or functions provided that such duties are:

- Within the limits of the employee's skills, competency and training;
- Consistent with the classification structure of the award;
- Not designed to promote de-skilling.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

11. PROCEDURE TO AVOID INDUSTRIAL DISPUTATION

11.1 In the event of a dispute arising in the workplace the procedure to be followed to resolve the matter will be as follows:

11.1.1 The employee and their supervisor meeting and conferring on the matter; and

11.1.2 If the matter is not resolved at such a meeting, the parties shall arrange for further discussions between the employee and his or her nominated representative, if any, and more senior levels of management.

11.2 If the matter is still not resolved a discussion shall be held between a representative of the employer and the Union or other employee representative.

11.3 If the matter cannot be resolved it may be referred to the Australian Industrial Relations Commission.

11.4 While the parties attempt to resolve the matter work will continue as normal unless an employee has a reasonable concern about an imminent risk to his or her health and safety.

11.5 Redundancy disputes procedure

[11.5 inserted by [PR950192](#) ppc 05Aug04]

11.5.1 Paragraphs 2 and 3 of this sub-clause impose additional obligations on an employer where an employer contemplates termination of employment due to redundancy and a dispute arises ('a redundancy dispute'). These additional obligations do not apply to employers who employ fewer than 15 employees.

11.5.2 Where a redundancy dispute arises, and if it has not already done so, an employer must provide affected employees and the relevant union or unions (if requested by an affected employee) in good time, with relevant information including:

11.5.2(a) the reasons for any proposed redundancy;

11.5.2(b) the number and categories of workers likely to be affected; and

11.5.2(c) the period over which any proposed redundancies are intended to be carried out.

- 11.5.3** Where a redundancy dispute arises and discussions occur in accordance with this clause the employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse effects of any proposed redundancies on the employees concerned.

PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

12. TYPES OF EMPLOYMENT

12.1 Employees (other than casual employees) shall be engaged by the week.

12.2 Employees (other than casual employees) shall be subject to a period of fourteen days probation, during which either the employer or the employee may terminate the contract of employment by giving one day's notice.

12.3 Regular part-time employees

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

12.3.2 A regular part-time employee is an employee who:

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

12.3.2(b) has reasonably predictable hours of work; and

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

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

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

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

12.3.6 An employee who does not meet the definition of a regular part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with 12.2.

- 12.3.7** All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates prescribed in clause 25 - Overtime.
- 12.3.8** A regular part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

[12.3.9 corrected by [PR923616](#) ppc 11Jan02]

- 12.3.9** The hours of duty each day shall be worked continuously. An employee who is required to work longer than five hours must be granted a meal break of 30 minutes. The meal break does not count as time worked. Where such meal break is not granted in a period of longer than five hours of duty, the penalty prescribed in 27.2 must be paid.

12.4 Casual employees

- 12.4.1** **Casual employee** in this industry means an employee engaged as such to work for a lesser period than a working week of 38 hours in the class of employment for which the casual is employed.
- 12.4.2** A casual employee must be paid per hour at the rate of 1/38th of the weekly rate prescribed in respect of the classification in which the person is casually employed plus the following additional percentage:
- 12.4.2(a)** 25% for casual work, Monday to Friday inclusive.
 - 12.4.2(b)** 75% for casual work on Saturday.
 - 12.4.2(c)** 100% for casual work on Sunday.
 - 12.4.2(d)** 150% for casual work on public holidays prescribed in clause 30 - Public holidays.
- 12.4.3** For work in excess of eight hours on any one day or shift, a casual employee shall be paid in accordance with the penalties specified in clause 25 - Overtime, as if they were weekly employees. The above additional penalties shall not apply in the case of such overtime.
- 12.4.4** A casual employee shall be paid a minimum of two hours' pay for each engagement.
- 12.4.5** Casual employees must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.

12.4.6 On each occasion a casual employee is required to attend work he or she is entitled to a minimum payment for two hours work.

12.4.7 The employer must pay a casual employee the difference in the cost of all fares reasonably incurred in travelling to and from work where such fares are in excess of 20 cents for each journey. For the purposes of this subclause, such travel shall be deemed to be between the employee's place of residence and the place of work.

12.4.8 Subject to 12.4.6, a casual employee's period of engagement may be terminated by one hour's notice by the employer or the employee. In lieu of notice, the employer may pay the employee one hour's pay, or the employee may forfeit one hour's pay.

12.4.9 Caring responsibilities

[12.4.9 inserted by [PR968351](#) ppc 02Feb06]

12.4.9(a) Subject to the evidentiary and notice requirements in 29.7 and 29.8 casual employees are entitled to not be available to attend work, or to leave work:

- if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
- upon the death in Australia of an immediate family or household member.

12.4.9(b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

12.4.9(c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

13. NOTICE OF TERMINATION

[13 Termination of employment title changed and substituted by [PR950192](#) ppc 05Aug04]

13.1 Notice of termination by employer

13.1.1 In order to terminate the employment of an employee the employer must give to the employee the period of notice specified in the table below:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

13.1.2 In addition to the notice in 13.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

13.1.3 Payment in lieu of the prescribed notice in 13.1.1 and 13.1.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

13.1.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

- 13.1.4(a) the employee's ordinary hours of work (even if not standard hours); and
- 13.1.4(b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
- 13.1.4(c) any other amounts payable under the employee's contract of employment.

13.1.5 The period of notice in this clause does not apply:

- 13.1.5(a) in the case of dismissal for serious misconduct;
- 13.1.5(b) to apprentices;
- 13.1.5(c) to employees engaged for a specific period of time or for a specific task or tasks;
- 13.1.5(d) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
- 13.1.5(e) to casual employees.

13.1.6 **Continuous service** is defined in subclause 4.1.

13.2 Notice of termination by an employee

13.2.1 The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

13.2.2 If an employee fails to give the notice specified in 13.1.1 the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under 13.1.4.

13.3 Job search entitlement

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

13.4 Transmission of business

Where a business is transmitted from one employer to another, as set out in clause 14 - Redundancy, the period of continuous service that the employee had with the transmitter or any prior transmitter is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

14. REDUNDANCY

[14 substituted by [PR950192](#) ppc 05Aug04]

14.1 Definitions

- 14.1.1 Business** includes trade, process, business or occupation and includes part of any such business.
- 14.1.2 Redundancy** occurs when an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.
- 14.1.3 Small employer** means an employer who employs fewer than 15 employees.
- 14.1.4 Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.
- 14.1.5 Week's pay** means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:
- overtime;
 - penalty rates;
 - disability allowances;
 - shift allowances;
 - special rates;
 - fares and travelling time allowances;
 - bonuses; and
 - any other ancillary payments of a like nature.

14.2 Transfer to lower paid duties

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

14.3 Severance pay

14.3.1 Severance pay – other than employees of a small employer

An employee, other than an employee of a small employer as defined in 14.1, whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

* **Week's pay** is defined in 14.1.

14.3.2 Severance pay – employees of a small employer

An employee of a small employer as defined in 14.1 whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and over	8 weeks' pay

* **Week's pay** is defined in 14.1.

- 14.3.3 Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.
- 14.3.4 Continuity of service shall be calculated in the manner prescribed by clause 4.1. Provided that, service prior to 5 August 2004 shall not be taken into account in calculating an entitlement to severance pay for an employee of a small employer pursuant to 14.3.2.
- 14.3.5 Application may be made for variation of the severance pay provided for in this clause in a particular redundancy situation in accordance with the *Redundancy Case Decision* [[PR032004](#), 26 March 2004] and the *Redundancy Case Supplementary Decision* [[PR062004](#), 8 June 2004].

14.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 13 - Notice of Termination. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

14.5 Alternative employment

- 14.5.1 An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.
- 14.5.2 This provision does not apply in circumstances involving transmission of business as set in 14.7.

14.6 Job search entitlement

- 14.6.1 During the period of notice of termination given by the employer in accordance with clause 13.1, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 14.6.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- 14.6.3 The job search entitlements under this subclause apply in lieu of the provisions of 13.3.

14.7 Transmission of business

14.7.1 The provisions of this clause are not applicable where a business is before or after the date of this award, transmitted from an employer (in this subclause called the **transmittor**) to another employer (in this subclause called the **transmittee**), in any of the following circumstances:

14.7.1(a) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or

14.7.1(b) Where the employee rejects an offer of employment with the transmittee:

- in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
- which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

14.7.2 The Commission may vary 14.7.1(b) if it is satisfied that this provision would operate unfairly in a particular case.

14.8 Employees exempted

This clause does not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary employees;
- apprentices;
- trainees;
- employees engaged for a specific period of time or for a specified task or tasks; or
- casual employees.

14.9 Incapacity to pay

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

15. NO DEDUCTION FOR BREAKAGES

An employer must not charge any sum, nor deduct any sum from the wages of an employee in respect of breakages of crockery and other utensils, except deliberate breakages.

PART 5 - WAGES AND RELATED MATTERS

16. CLASSIFICATION STRUCTURE AND WAGE RATES

The following clauses of the Hotels, Motels, Wine Saloons, Catering, Accommodation, Clubs and Casino Employees (Northern Territory) Consolidated Award 1986 [Print G6935 [H0021CRN]] has not yet been reviewed under item 51 and will be subject to further proceedings [see 16.1, 16.2 and 17.1 of this order].

16.1 Classification definitions

16.1.1 Hospitality worker level 1

This level applies to unskilled personnel. This level is intended to apply to an employee without formal training in the industry who performs basic duties requiring minimal judgement. Indicative tasks an employee at this level may perform as follows:

Food and beverage division	Kitchen division	Guest services division	Administrative and ancillary services division
Picking up glasses	General cleaning duties within a kitchen or food preparation area and scullery, including the cleaning of cooking and general utensils used in a kitchen and restaurant	The collection and delivery of guests personal dry cleaning and laundry, linen and associated materials to and from accommodation areas	Basic office duties
General assistance to food and beverage attendants of a higher grade not including service to customers		Perform general cleaning duties	Labouring and cleaning duties
Removing food plates		Parking guest cars	
Setting and/or wiping down tables	Assembly and preparation of ingredients for cookery		
Cleaning and tidying up of associated areas	General pantry maintenance		
Cleaning ashtrays			

16.1.2 Hospitality worker level 2

This level applies to employees who have satisfactorily completed the appropriate standard of training. It includes an employee who has completed induction training in the enterprise to the extent that the employee can perform work within the scope of this level.

This level is intended to apply to an employee with a limited range of duties, who works under supervision either individually or in a team environment. Indicative tasks an employee at this level may perform are, in addition to all the tasks included in Level 1, as follows:

Food and beverage division	Kitchen division	Guest services division	Administrative and ancillary services division
Supplying, dispensing or mixing of liquor including the sale of liquor from the bottle shop	Assistance to employees who are cooking General cleaning of kitchen areas, equipment/utensils used in the food services area	Routine front office duties Servicing accommodation areas and cleaning thereof	Clerical or routine office duties of collating, filing, photocopying and delivering messages
Assisting in the cellar or bottle department		Receiving and assisting guests at the entrance to the establishment	Routine ground maintenance, ground keeping and basic gardening
Undertaking general waiting duties of both food and/or beverage including cleaning tables	Preparing simple food items, salads and pre-cooked meals Assist qualified staff in assembly and preparation for cooking	Transferring guests baggage to/from rooms Assisting in dry cleaning process	Receiving, despatching and storage of general and perishable goods
Receipt of monies		Laundry and/or linen duties which may include minor repairs to linen or clothing such as buttons, zips, seams, working with flat materials	
Attending a snack bar			
Engaged on delivery duties			

16.1.3 Hospitality worker level 3

This level applies to an employee who has satisfactorily completed the appropriate standard of industry training so as to enable them to perform work either individually or in a team environment with only routine supervision. This level is intended to apply to an employee who has experience in the industry, and who is responsible for the quality of their own work, and who undertakes a broader range of duties than at level 2. Indicative tasks an employee at this level may perform are, in addition to all the tasks included in levels 1 and 2, as follows:

Food and beverage division	Kitchen division	Guest services division	Administrative and ancillary services division
Supplying, dispensing or mixing drinks including the sale of drinks from the bottle department	Specialised non cooking duties in a kitchen or food preparation area	Front office duties including night auditing and telephone reception, desk reception, receipt of monies, reservations	General clerical or office duties of copy typing, filing, basic data entry and simple calculating and machine work
Assisting in the cellar or bottle department, where duties could include working in the cellar without direct supervision	Cooking of breakfast and snacks Preparing basic meals for room service	Providing butler services such as food, beverage and personalised guest services	General non-trade repair work and maintenance
Undertaking general waiting duties of both food and liquor including cleaning tables		Driving a passenger vehicle or courtesy bus	Fork lift operation
Receipt of monies			Gardening and greenkeeping
Taking reservations, greeting and seating guests			Receiving, despatching and documenting and recording of goods
Engaged in delivery duties			Security of premises including the checking of delivery vehicles

16.1.4 Hospitality worker level 4

This level applies to an employee who has satisfactorily completed the appropriate level of industry training so as to enable the employee to co-ordinate work in a team environment or to work individually under general supervision. This level is intended to apply to an employee capable of working from complex instructions/procedures, and who can assist in the provision of on-the-job training. Indicative tasks an employee at this level may perform, in addition to all the tasks included in levels 1 to 3, are as follows:

Food and beverage division	Kitchen division	Guest services division	Administrative and ancillary services division
Full control of a cellar or liquor store (including receipt, delivery and recording of goods within such an area)	Baking, pastry cooking or butchering	Front office duties, reservations	Clerical duties of audio typing, stenography, word processing and data processing
Designing and mixing a range of sophisticated drinks	Cooking (general)	Guidance of guest services employees of a lower grade	Repair work and maintenance involving a broad range of tasks
Guidance of food and beverage attendants of a lower grade		Providing personalised guest services	Gardening and greenkeeping
		Major repair of linen and/or clothing including basic tailoring and major alterations and refitting	Inventory and stores control
		Dry cleaning	Basic surveillance of premises including interaction with guests; basic surveillance of staff and cash control

16.1.5 Hospitality worker level 5

This level applies to an employee who has undertaken industry training to the point of trade, or trade equivalent, qualifications and who is required in the application of their training to exercise skills and responsibilities under limited supervision.

This level is intended to apply to an employee who exercises discretion in the performance of their tasks, and who is capable and/or required to regularly supervise work performed by employees operating within skill levels 1 to 4. Indicative tasks an employee at this level may perform, in addition to all the tasks included in levels 1 to 4, are as follows:

Food and beverage division	Kitchen division	Guest services division	Administrative and ancillary services division
Specialised duties in a fine dining room	All qualified employees engaged in cooking, baking, pastry cooking or butchery duties e.g. Commi Chef	Administration assistance in the supervision and training of front office personnel Dry cleaning Tailoring Butler responsibilities	Advanced clerical duties including administration assistance, the supervision of office personnel and the checking of work Repair and maintenance of all facilities within the scope of an employee's trade Gardening and greenkeeping Advanced surveillance of premises including interaction with customers; advanced surveillance of staff and cash control

16.1.6 Hospitality worker level 6

An employee who possesses and applies qualifications and skills beyond that of a level 5 employee.

Food and beverage division	Kitchen division	Guest services division	Administrative and ancillary services division
Supervision, training and coordination of food and beverage staff, or stock control for a bar or bars	Specialised cooks engaged to perform general or specialised cooking, butchering, baking or pastry cooking duties and/or supervise and train other cooks and kitchen employees e.g. Demi Chef	Supervision, training and coordination of front office employees Supervision training and coordination of housekeeping department employees	Supervision, training and coordination of clerical employees

16.1.7 Hospitality worker level 7

An employee who possesses and applies qualifications and skills beyond that of a level 6 employee.

Food and beverage division	Kitchen division	Guest services division	Administrative and ancillary services division
	Specialised cooks engaged to perform general or specialised cooking, butchering, baking or pastry cooking duties and/or supervise and train other cooks and kitchen employees e.g. Chef de Partie		

16.2 Wage rates

[16.2 corrected by [PR913235](#); varied by [PR920086](#); substituted by [PR935508](#) [PR948176](#); [PR959915](#) ppc 07Jul05; corrected by [PR961185](#) ppc 07Jul05]

An adult employee of a classification in the table set out below must be paid at the respective minimum rate per week assigned to that classification:

Classification	Total rate per week \$
Trainee	476.10
Hospitality worker level one	484.40
Hospitality worker level two	501.10
Hospitality worker level three	523.60
Hospitality worker level four	544.50
Hospitality worker level five	578.20
Hospitality worker level six	599.10
Hospitality worker level seven	619.90

An employer may direct an employee to perform a range of duties which are incidental or peripheral to their main tasks or function provided that such duties are:

- Within the limits of the employees skills, competence and training.
- Consistent with the above classification structure.
- Not designed to promote de-skilling.

16.3 Arbitrated Safety Net Adjustment

[16.3 varied by [PR920086](#); substituted by [PR935508](#) [PR948176](#); [PR959915](#) ppc 07Jul05; corrected by [PR961185](#) ppc 07Jul05]

The rates of pay in this award include the arbitrated safety net adjustment payable under the *Safety Net Review - Wages June 2005* decision [[PR002005](#)]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

16.4 Juniors

16.4.1 The minimum wage for juniors, being persons under the age of nineteen years, shall be the following percentages of the appropriate adult weekly wage prescribed for the area in which they are employed.

Age	%
at 16 years of age and under	70
at 17 years of age	75
at 18 years of age	85
at 19 years of age	100

16.4.2 Despite 16.4.1, a junior employee, on reaching the age of eighteen years, who has worked in the industry for a minimum period of twelve months must be paid the full adult weekly wage prescribed for the area in which he or she is employed, provided that a junior employee working as a bar attendant must have worked at least six months out of the twelve months referred to in this paragraph in the bar area.

16.4.3 The rates payable under this clause are calculated in multiples of five cents, amounts of less than 2.5 cents being taken to the lower multiple and amounts of 2.5 cents or more being taken to the higher multiple.

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

16.4.5 No employee will have any claim upon an employer for additional pay in the event of the age of the employee being wrongfully stated, either on the certificate or, if no such certificate is furnished, verbally to the employer. If a junior employee wilfully misstates his or her age, either verbally to the employer or on the certificate, he or she alone will be guilty of a breach of this award and in the event of an employee receiving a lower rate than that to which he or she was entitled, the employee will have no claim against the employer up to the date at which the breach comes to the knowledge of the employer.

16.5 Apprentices

16.5.1 An apprentice is entitled to the general terms and conditions of this award.

16.5.2 The rate of wage payable to an apprentice shall be calculated to the following percentage of the rate of wage fixed for Hospitality Worker Level Five:

Four year apprenticeship:	%
in the first year	55.5
in the second year	69
in the third year	77
in the fourth year	87

16.5.3 The rates payable under 16.4.2 shall be calculated in multiples of five cents, amounts of less than 2.5 cents being taken to the lower multiple and amounts of 2.5 cents or more being taken to the higher multiple.

17. ALLOWANCES

17.1 Increments

All weekly employees other than those covered by Part 10 shall on the satisfactory completion of the following periods of continuous service with any one employer, be eligible to [receive] service increments based on the following scale, subject to the provisos detailed below :

After twelve months' continuous service	\$5.44 per week
After 24 months' continuous service a further	\$4.90 per week
After 36 months' continuous service a further	\$1.88 per week

17.1.1 Service increments are payable for all purposes of the award.

17.1.2 The right to receive an increment in any period shall depend on the good conduct, diligence and efficiency of the employee and the period of attendance of such employee for duty during that period. For the purpose of this clause an efficient employee shall be an employee who has undertaken and satisfactorily completed in-company training.

17.1.3 The right of an employee to receive an increment shall be determined by the employer at the date the increment accrues for the employee. Where it is determined that an employee will receive an increment that decision cannot be reversed. Should an employer determine to defer an increment, the employee shall be officially advised either in writing or verbally of the decision and the reason for the decision. Any dispute concerning the non-payment of a service increment may be referred to a Board of Reference.

17.1.4 In addition to their prescribed rate of pay, apprentices and junior employees shall be paid the same percentage of service increment as is fixed for their normal wage rate in accordance with clauses 10 - Work organisation, and 19 - Supported wage system [clauses 10 and 11 of the Hotels, Motels, Wine Saloons, Catering, Accommodation, Clubs And Casino Employees (Northern Territory) Consolidated Award 1986 [Print G6935 [H0021CRN]]].

17.2 Notwithstanding the foregoing, the following shall apply in respect of service increments:

17.2.1 The increments shall be frozen at the rate which applied as at 1 March 1994.

17.2.2 The increment shall only be payable to persons employed as at 1 March 1994 and will remain for each employee so affected at the level payable at that date while the employee remains employed at their current place of employment.

17.2.3 The amount of increment payable to an employee shall be absorbed against any wage increase which would apply when the employee is promoted or advances to a classification level higher than that which applies upon translation. Provided that the amount so absorbed in accordance with this provisions and paragraph 8(a)(v) of the Hotels, Motels, Wine Saloons, Catering, Accommodation, Clubs And Casino Employees (Northern Territory) Consolidated Award 1986 [Print G6935 [H0021CRN]] shall be absorbed as a cumulative amount.

17.3 District allowance

17.3.1 In addition to the wages prescribed in 16.2, the following district allowance must be paid to all full-time weekly adult employees in the following areas:

17.3.1(a) North of the 20th parallel of South latitude - at the rate of \$16.60 per week.

17.3.1(b) South of the 20th parallel of South latitude - at the rate of \$6.70 per week.

[17.3.2 corrected by [PR957150](#) from 11Jan02]

17.3.2 In addition to their prescribed rate of pay, apprentices and junior employees must be paid the same percentage of district allowance as is fixed for their normal wage rate in accordance with 16.4.1 and 16.5.2.

17.3.3 No district allowance is payable during the period of annual leave or other leave.

17.3.4 However, district allowance is payable during leave on public holidays including those public holidays which fall during an employee's annual leave.

17.3.5 The district allowance is not subject to any penalty or premium addition.

- 17.3.6 Casual employees must be paid per hour 1/38th of the appropriate district allowance with a maximum of 38 hours.
- 17.3.7 Part-time employees must be paid the district allowance on a pro rata basis, that is, the ordinary hours worked expressed as a fraction of 38. The resultant fraction shall be applied to the appropriate district allowance specified in 18.2.1.

17.4 Broken shift allowance

[17.4 varied by [PR920086](#) [PR935508](#) [PR948176](#); [PR959915](#) ppc 07Jul05]

A weekly employee in the back-of-the-house who has a broken work day must be paid an additional allowance for a spread of hours as prescribed as follows:

Where the spread of hours is	But is under	Rate per day \$
Under 10	-	-
10	10.5	1.47
10.5	11.5	2.85
11.5	12	4.20

17.5 Meal allowances

[17.5.1 varied by [PR959915](#) ppc 07Jul05]

- 17.5.1 When an employee is called upon to work overtime for more than two hours after the usual ceasing time, without having received notice of such overtime on the previous working day, the employer must pay the employee an amount of \$6.70 to meet the cost of a meal. The provisions of this clause do not apply if the employer elects to provide the employee with a meal at no cost to the employee.

[17.5.2 varied by [PR959915](#) ppc 07Jul05]

- 17.5.2 Unless the employer advises the employee on the previous working day that the amount of overtime to be worked necessitates the partaking of a second meal or subsequent meal (as the case may be), the employer must pay the employee \$6.70 for the second and \$8.35 for each subsequent meal. The second and subsequent meals must be taken after each four hours of overtime. The provisions of this clause do not apply if the employer elects to provide the employee with a meal at no cost to the employee.
- 17.5.3 If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised, the employee must be paid as prescribed above for meals which the employee has provided but which are surplus.
- 17.5.4 The employer and the employee may agree to any variation of this subclause to meet the circumstances of the work in hand.

17.6 Call-back allowances

- 17.6.1** An employee recalled to work overtime after leaving the employer's premises (whether notified before or after leaving the premises) must be paid for a minimum of four hours work at the appropriate overtime rate for each time the employee is so recalled.
- 17.6.2** However, except in the case of unforeseen circumstances arising, the employee is not required to work the full four hours if the job the employee was recalled to perform is completed within a shorter period.
- 17.6.3** This subclause does not apply where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

17.7 Laundry allowances

- 17.7.1** The employer must reimburse an employee for the demonstrated cost of the employee purchasing and/or laundering uniforms (except black and whites) the employer requires the employee to wear. The provisions of this clause do not apply if the employer elects to supply and/or launder (as the case may be) uniforms free of cost to the employee.
- 17.7.2** The employer must reimburse an employee for the demonstrated cost of the employee purchasing and/or laundering any special clothing such as coats, dresses, caps, aprons, cuffs and any other articles of clothing to be worn by the employee. The provisions of this clause do not apply if the employer elects to supply and/or launder (as the case may be) such special clothing free of cost to the employee.

17.8 Travelling allowances

Where an employee normally relies on public transport as the means of conveying himself or herself from work, the employee must be reimbursed the demonstrated cost of alternate transport to his or her place of residence if public transport has ceased for the day. For the purposes of this clause, taxi cabs are not regarded as public transport. The provisions of this clause do not apply if the employer elects to convey the employee to the employee's residence free of cost to the employee.

17.9 Insurance allowance

The employer must reimburse an employee for the demonstrated replacement cost of any personal effects damaged or lost at work where such personal effects are under the employer's or the employers' representatives custody. In this clause, an employee's personal effects shall be regarded as being in the employer's or the employers' representatives custody when they are in a secure locker, or are registered and left with the employer for safe keeping.

17.10 Tool allowance

- 17.10.1** The employer must reimburse an employee for the demonstrated cost of purchasing all aprons, towels, tools, ropes, brushes, knives, choppers, implements, utensils and materials. The provisions of this clause will not apply if the employer elects to supply such equipment and materials at no cost to the employee.
- 17.10.2** Where a butcher or cook is required by the employer to supply his or her own tools, he or she must be paid, in addition to the rates prescribed in clause 16 - Classification structure and wage rates, an allowance of \$3.91 per week for the replacement of tools. This amount shall be for all purposes of the award.

18. MIXED FUNCTIONS

- 18.1** An employee engaged for two hours or less on a day on duties carrying a higher rate of pay than his or her ordinary classification must be paid at the higher rate for the time during which he or she is performing such higher duties.
- 18.2** An employee engaged for more than two hours during any one day or shift must be paid at the higher rate for the whole of such day or shift.
- 18.3** An employee performing duties carrying a higher rate for more than 24 hours in any one week must be paid the higher rate for the whole of that week.
- 18.4** Where the employee is called upon to perform duties carrying a lower rate of wage than his or her ordinary classification, there must be no reduction in the rate of payment to such employee for the performance of such work.

19. SUPPORTED WAGE SYSTEM

- 19.1** This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award. In the context of this clause, the following definitions will apply:
- 19.1.1** **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*.
- 19.1.2** **Accredited assessor** means a person accredited by the managing unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

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

19.1.4 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.

19.2 Eligibility criteria

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

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

19.2.3 The clause also does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Service Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or s.12A of that Act, or if a part only has received recognition, that part.

19.3 Supported wage rates

19.3.1 Employees to whom this clause applies will be paid the applicable percentage of the minimum rate of pay prescribed by this award for the class of work which the person is performing according to the following schedule:

Assessed capacity (clause 20.4)	Prescribed award rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

[19.3.2 varied by [PR918572](#) [PR933943](#) [PR951978](#); [PR961629](#) ppc 19Aug05]

19.3.2 Provided that the minimum amount payable will be not less than \$62.00 per week.

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

19.4 Assessment of capacity

For the purpose of establishing the percentage of the award rate to be paid to an employee under this award, the productive capacity of the employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:

19.4.1 the employer and a union party to the award, in consultation with the employee or, if desired by any of these; or

19.4.2 the employer and an accredited assessor from a panel agreed by the parties to the award and the employee.

19.5 Lodgment of assessment instrument

19.5.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Australian Industrial Relations Commission.

19.5.2 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the award, is not a party to the assessment, it shall be referred by the Registrar to the Union by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.

19.6 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.

19.7 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 the clause will be entitled to the same terms and conditions of employment as all other workers covered by this award paid on a pro rata basis.

19.8 Workplace adjustment

An employer wishing to employ a person under the provisions of this clause 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.

19.9 Trial period

19.9.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

19.9.2 During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

[19.9.3 varied by [PR918572](#) [PR933943](#) [PR951978](#); [PR961629](#) ppc 19Aug05]

19.9.3 The minimum amount payable to the employee during the trial period shall be no less than \$61.00 per week.

19.9.4 Work trials should include induction or training as appropriate to the job being trialled.

19.9.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under 19.4 hereof.

20. AUTHORISED DEDUCTIONS FROM WAGES

20.1 An employer who, by reason of the failure or shortage of electrical power, is unable to carry out his or her undertaking during ordinary working hours of any day, may deduct from the wages of an employee payment for any part of a day in excess of twenty minutes such employee cannot be usefully employed. However, where an employee who is required to attend for work on any day and, for the reasons mentioned above is not provided with work, the employee must be paid at least two hours' pay. Where an employee commences work, he or she must be paid for at least four hours.

20.2 An employee not attending for duty, will lose pay for the time of non-attendance unless payment for such non-attendance is permitted under the provisions of this award.

21. PAYMENT OF WAGES

- 21.1** Except upon the termination of employment, all wages including overtime must be paid on a day other than Friday, Saturday or Sunday in each week. However, by agreement between the employer and the employee in a week where a holiday occurs, payment of wages may be made on Friday.
- 21.2** By agreement between the employer and the employee or by giving three months notice wages may be paid either weekly or fortnightly by one of the following means:
- 21.2.1** cash;
 - 21.2.2** cheque; or
 - 21.2.3** payment into an employee's bank account;
- without cost to the employee. Despite the provisions of this subclause, an employer may pay an employee weekly by cash without consultation.
- 21.3** An employee who is paid his or her wages at any time other than during his or her working time must, if kept waiting more than fifteen minutes, be paid overtime rates for all such waiting time.
- 21.4** An employee whose rostered day off falls on pay day must be paid his or her wages, if he or she so desires, before going off duty on the working day prior to his or her day off.
- 21.5** When notice of termination of employment has been given by an employee or an employee's services have been terminated by an employer, payment of all wages and other moneys due shall be made at the employee's normal place of employment prior to the employee leaving such place of employment. If any employee is kept waiting for more than fifteen minutes after termination of employment, such employee must be paid overtime rates for waiting time.
- 21.6** However, where an employee is dismissed for misconduct, or terminates without notice, such employee must be paid within 24 hours from the time of dismissal or termination of employment.
- 21.7** For the purpose of this subclause, waiting time means all time an employee is kept waiting on the premises of the employer on the day of termination of employment in excess of the waiting time specified herein.

- 21.8** Except in the case of an employee who is dismissed for misconduct, an employee not paid on the day of termination of employment must be paid overtime rates until payment is effected, with a minimum payment of two hours and a maximum payment of seven hours 36 minutes. In the case of an employee who is dismissed for misconduct and who has been kept waiting for more than 24 hours from the time of dismissal, the employee must be paid at overtime rates until payment is effected, with a minimum payment of two hours and a maximum payment of seven hours 36 minutes per day for such additional waiting time. The above seven hours 36 minutes shall refer to the period of shift that would normally been worked by the employee had he or she continued in his or her employment.
- 21.9** However, in the case of an employee whose ordinary hours are arranged in accordance with 23.7.1 and 23.7.3 and who is paid average pay and who has not taken the day off or days due to him or her during the work cycle in which his or her employment is terminated, the wages due to that employee must include the total of credits that accrued during the work cycle as mentioned in clause 23 - Hours of work. Where the employee has taken a day off during the work cycle in which his or her employment is terminated, the wages due to that employee will be reduced by the total amount of credits which have not been accrued during the work cycle.
- 21.10** For the purposes of this award including overtime, weekend and public holiday penalties, the hourly rates of wages are calculated by dividing the appropriate weekly rates provided in clauses 16 - Classification structure and wage rates, and 39 - Classification structure and wage rates - gaming staff, by 38, subject to the provisions of 12.4.

22. SUPERANNUATION

22.1 Definitions

- 22.1.1** **Approved industry fund** means ARF or HOST-PLUS.
- 22.1.2** **ARF** means the Australian Retirement Fund, a superannuation scheme established and governed by a declaration of trust dated 11 July 1986, as amended from time to time which complies with the Australian Government's operational standards for occupational superannuation funds.
- 22.1.3** **HOST-PLUS** means the HOST-PLUS Superannuation Fund, a superannuation scheme established and governed by a declaration of trust dated 8 February 1988, as amended from time to time which complies with the Australian Government's operational standards for occupational superannuation funds.
- 22.1.4** A **permanent employee** for the purposes of this clause only means an employee who is engaged on a weekly hired basis and who is still engaged at the end of the calendar month in which employment commenced.

- 22.1.5 A **casual employee** for the purposes of this clause only means all employees other than permanent employees as defined herein.
- 22.1.6 **Ordinary time earnings** means in respect of the relevant period of employment, the employee's classification rate, including payment at such rate for all hours worked as part of a regular roster together with any additional amount paid thereon; allowances paid for supervisory or managerial purposes; allowances which relate to work or conditions, including tool allowance, first aid allowance, home deliveries allowance, and fork-lift driving allowance; district allowance; service increments; qualification allowance; and any over-award payment; but shall not include payment for overtime or reimbursement allowances.
- 22.2 Each employer bound by this award, must sign and execute an application to become a participating employer of an approved industry fund.
- 22.3 Each employer bound by this award must become party to the approved industry fund upon the acceptance of the trustee of the approved industry fund of the application to become a participating employer, duly signed and executed by each employer and the trustees of the approved industry fund.
- 22.4 Each employer bound by this award must provide every employee who is not already a member of the approved industry fund, with a membership application form for the approved industry fund to which the employer has become a participating employer upon commencement of service or upon commencement of this clause. Each employee must be required to complete such form and the completed form must be forwarded to the administrator of the approved industry fund at the end of the calendar month of commencement of service.
- 22.5 All employees will be eligible to join an approved fund upon commencement of employment.
- 22.6 Despite the date upon which an employee signs a membership application form, contributions in accordance with 22.7 and/or 22.8 must be made from the date when the employee became eligible for membership.

22.7 Contributions - Permanent employees

Contributions for permanent employees must be paid at the end of each calendar month by employers calculated at the following rates of ordinary time earnings for each complete week worked during the month:

Ordinary time earnings

2000/2001	8%
2001/2002	8%

22.8 Contributions - casual employees

Contributions for casual employees shall be made at the end of each calendar month by employers. If a casual employee earns more than \$120 but less than \$450 in any month, the contribution is calculated at the rate of 3% of all earnings earned during that month. However, if a casual employee's earnings are less than \$120 per month, the employer is not required to make any contribution for that month. For casual employees earning \$450 or more in any month, the contribution is calculated at the rate set out in 22.7.

22.9 Payment of contributions

Contributions in accordance with 22.7 must be made at the completion of each calendar month in respect of completed weeks of membership of the approved industry fund during which time the employee was at work or was on paid leave. Contributions must continue during the period of the first 26 weeks in which a person is entitled to receive payments under the *Work Health Act*. Contributions are not paid in respect of accrued annual leave paid on termination.

22.10 Exemption

22.10.1 Alice Springs Town Council is exempt from paying into the ARF or HOST-PLUS industry funds as provided for in this clause.

22.10.2 Alice Springs Town Council must contribute to the Local Government Superannuation Scheme in accordance with the deed of agreement of that fund and to the extent of the inconsistency between that deed and this clause is exempted from the provisions of this clause.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

23. HOURS OF WORK

23.1 Subject to 23.7, the hours of all employees engaged on weekly hiring, other than part-time employees, shall be an average of 38 hours per week, eight per day or shift, to be worked within a spread of twelve hours per day from starting time inclusive of meal breaks.

23.2 Despite the provisions of 23.1 a six hour day may be worked within a spread of ten hours from commencing time inclusive of meal breaks.

23.3 Each employee is entitled to two full days off each week.

- 23.4** Weekly employees must be given a regular starting and finishing time for each day which must not be changed unless by mutual consent or 24 hours' notice of such change.
- 23.5** Where practicable two weeks' notice of rostered day or days off must be given. The days off may be changed by mutual consent or through absence, through sickness or other cause over which the employer has no control.
- 23.6** For the purpose of this award, the whole of a shift is deemed to be worked on the day on which the shift commenced.
- 23.7** The average of 38 hours per week referred to in 23.1 may be worked in one or any combination of the following ways at an establishment:
- 23.7.1** by rostering employees off on one day each four week cycle;
- 23.7.2** by employees working four days of eight hours and one day of six hours per week;
- 23.7.3** by employees working less than eight ordinary hours each day;
- 23.7.4** by employees continuing to work a 40 hour week, and accumulating an extra day after each four week cycle up to a maximum of five days. These days may be taken by employees at a time acceptable to the employer and the employee.
- 23.7.5** The arrangement to work by one or any combination of the methods set out in this subclause must be recorded in writing between the employer and employees.
- 23.8** Special provisions for nineteen day month
- 23.8.1** Where the method of implementation of the 38 hour week is that set out in 23.7.1, days off must be by rostering, where practicable, so this rostered day off in each four week cycle is contiguous with normal rostered day or days off.
- 23.8.2** Where such rostered day off falls on a public holiday the following day may be taken, where practicable, in lieu thereof.
- 23.8.3** Employees are entitled to a week's wage in accordance with clauses 16 - Classification structure and wage rates, and 39 - Classification structure and wage rates - gaming staff, for each week of the cycle.
- 23.8.4** The entitlement to a rostered day off on full pay is subject to the following:
- 23.8.4(a)** Each day of paid leave (not including annual leave and long service leave) and any public holiday occurring during any cycle of four weeks will be regarded as a day worked for accrual purposes.

- 23.8.4(b)** An employee who has not worked a complete four week cycle in order to accrue a rostered day off must be paid a pro rata amount for credits accrued for each day worked in such cycle payable for the rostered day off (i.e. an amount of 24 minutes for each day worked or two hours for each 40 hours worked).
- 23.8.4(c)** For the purposes of this paragraph **worked** includes paid leave referred to in 23.8.4(a).
- 23.8.4(d)** Where an employee is sick or injured on a rostered day off which has resulted from the nineteen-day month work cycle, such employee is not entitled to sick pay. Nor will the employee's sick pay entitlement be reduced as a result of such illness or injury on that day.

24. NIGHT LOADINGS

[24.1 varied by [PR920086](#) [PR935508](#) [PR948176](#); [PR959915](#) ppc 07Jul05; corrected by [PR961185](#) ppc 07Jul05]

- 24.1** An employee (other than a casual employee) who is required to work any of his or her ordinary hours outside the hours of 7.00 a.m. to 7.00 p.m. Monday to Friday inclusive, must be paid an additional \$1.61 per hour or any part of an hour, for any such time worked outside the said hours with a minimum payment of \$2.38 for any one day. An employee (other than a casual employee) who is required to work all of his or her ordinary hours outside the hours of 7.00 a.m. to 7.00 p.m. Monday to Friday inclusive, must be paid \$1.81 per hour for all ordinary time worked.

[24.2 varied by [PR920086](#) [PR935508](#) [PR948176](#); [PR959915](#) ppc 07Jul05]

- 24.2** A casual employee for work performed Monday to Friday inclusive, in addition to the 25% prescribed in 12.4.2(a), must be paid for work performed outside the hours of 7.00 a.m. to 7.00 p.m. a further \$1.61 per hour with a maximum additional payment of \$4.82.

25. OVERTIME

- 25.1** All time worked in excess of the hours and/or outside the spread of hours or outside the rostered hours prescribed in clauses 12 - Types of employment, and 23 - Hours of work, is overtime and must be paid for at the rate of time and a half for the first two hours on any one day or shift and double time thereafter.

- 25.2** However:

- 25.2.1** overtime worked on a Saturday shift other than a rostered day off must be paid for at the rate of double time for all time worked;

- 25.2.2** overtime worked on a Sunday shift other than a rostered day off must be paid for at the rate of double time for all time worked;
- 25.2.3** an employee must be paid at the rate of double time with a minimum start of four hours for all work on a rostered day off.
- 25.3** Overtime worked on any one day stands alone.
- 25.4** Employees must be paid a minimum payment of four hours for overtime worked on a Saturday, Sunday or public holiday. However, this minimum payment does not apply to overtime worked at the conclusion of an ordinary shift, nor in respect of overtime which is continuous with overtime commenced on a previous day.

25.5 Rest period before recommencing work

- 25.5.1** When an employee finishes a period of work the employee must, subject to 25.5, be released until the employee has had ten consecutive hours off duty without loss of pay for his or her ordinary working time occurring during such absence.
- 25.5.2** If, on the instructions of his or her employer, such an employee resumes or continues work without having had ten consecutive hours off duty, the employee must be paid at overtime rates until he or she is released from duty for such period and the employee will then be entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay, for his or her ordinary working time occurring during such absence. However, where an employee completes his or her ordinary hours after 10.00 p.m. and is rostered on before 8.00 a.m. the next morning, **ten hours** shall be read as eight hours.
- 25.6** An employee is not entitled to be paid for overtime work unless the employee has been instructed to work overtime by his or her employer or his or her employer's representative.
- 25.7** An employer may require a weekly employee to work reasonable overtime at overtime rates and such employee must work overtime in accordance with such requirements.

25.8 Crib break

An employee working overtime must be allowed a crib break of not less than twenty minutes before starting overtime, where the period of overtime is more than two hours. After each four hours of overtime an employee must be allowed a crib break of twenty minutes. Such crib break counts as time worked.

26. WEEKEND PENALTY RATES FOR WEEKLY EMPLOYEES

- 26.1** All ordinary time worked on a Saturday shift must be paid at the rate of time and one half.
- 26.2** All ordinary time worked on a Sunday shift in the back of the house (as defined) must be paid at the rate of time and three quarters.
- 26.3** All ordinary time worked in the front of the house (as defined) on a Sunday shift must be paid at the rate of double time, with a minimum payment of eight hours at the rate of double time.
- 26.4** Where time worked is required to be paid for at more than the ordinary rates, such time shall not be subject to more than one penalty, but where two penalty rates are applicable the employee must be paid for the time so worked, at whichever is the higher penalty rate. However, this provision does not apply in the case of special payments for working between the hours of 7.00 p.m. to 7.00 a.m. as provided in clause 24 - Night loadings.
- 26.5** Employees who work on a Saturday, Sunday or public holiday, must be paid for a minimum of four hours.

27. MEAL TIMES AND TEA BREAKS

- 27.1** All employees other than casual employees must be allowed a meal break of not less than thirty minutes, which time will not be paid for. No employee must be required to work more than five hours without a break for a meal, or six hours where an emergency occurs.
- 27.2** An employer and employee may agree to any variation of this clause to meet the circumstances of the work in hand. However, for any time worked during a re-scheduled meal break the employee must be paid at overtime rates. This rate must continue to be paid for all time worked until the re-scheduled meal break is taken or the employee ceases work for that day, whichever occurs first.
- 27.3** Full-time employees must be given two breaks each day of fifteen minutes duration for refreshment. Such breaks may be combined to allow one 30 minute break. The period of such breaks or break are regarded for all purposes as time of duty.
- 27.4** The following table is indicative of the breaks expected to be available and taken:

Length of shift	Number of breaks
Less than 3 hours	Nil
3-7 hours	1 break (plus meal break if appropriate)
7 plus hours	2 breaks (plus meal break)

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

28. PARENTAL LEAVE

[28 substituted by [PR968351](#) ppc 02Feb06]

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and a full-time employee may elect to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full time, part time and eligible casual employees, but do not apply to other casual employees.

An **eligible casual employee** means a casual employee:

- (a) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

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

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

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

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

An eligible casual employee employed by their current employer, on or prior to 1 January 1998, shall be entitled to parental leave under the term of the award as of 11 January 2002.

An eligible casual employee employed on or after 11 January 2002 shall be entitled to parental leave under the term of the award as of 11 January 2003.

28.1 Definitions

- 28.1.1** For the purpose of this clause **child** means a child of the employee under school age or a child under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

- 28.1.2** Subject to 28.1.3, in this clause, **spouse** includes a de facto or former spouse.
- 28.1.3** In relation to 28.7, spouse includes a de facto spouse but does not include a former spouse.

28.2 Basic entitlement

- 28.2.1** After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- 28.2.2** Subject to 28.5.6, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
- 28.2.2(a)** for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
 - 28.2.2(b)** for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

28.3 Variation of period of parental leave

Where an employee takes leave under 28.2.1 or 28.4.1(b), unless otherwise agreed between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in 28.2.1 or 28.4.1(b).

28.4 Right to request

- 28.4.1** An employee entitled to parental leave pursuant to the provisions of 28.2 may request the employer to allow the employee:
- 28.4.1(a)** to extend the period of simultaneous unpaid parental leave provided for in 28.2.2 up to a maximum of eight weeks;
 - 28.4.1(b)** to extend the period of unpaid parental leave provided for in 28.2.1 by a further continuous period of leave not exceeding 12 months;
 - 28.4.1(c)** to return 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.

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

28.4.3 Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 28.4.1(b) and 28.4.1(c) must be recorded in writing.

28.4.4 Request to return to work part-time

Where an employee wishes to make a request under 28.4.1(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.

28.5 Maternity leave

28.5.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

28.5.1(a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least 10 weeks;

28.5.2(b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least 4 weeks.

28.5.2 When the employee gives notice under 28.5.1(a) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

28.5.3 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

28.5.4 Subject to 28.2.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

28.5.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

28.5.6 Special maternity leave

28.5.6(a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

28.5.6(b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

28.5.6(c) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

28.5.7 Where leave is granted under 28.5.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

28.6 Paternity leave

28.6.1 An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:

28.6.1(a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

28.6.1(b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and

28.6.1(c) except in relation to leave taken simultaneously with the child's mother under 28.2.2 and 28.4.1(a) a statutory declaration stating:

28.6.1(c)(i) he will take that period of paternity leave to become the primary care-giver of a child;

28.6.1(c)(ii) particulars of any period of maternity leave sought or taken by his spouse; and

28.6.1(c)(iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

28.6.2 The employee will not be in breach of 28.6.1(a) if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

28.7 Adoption leave

28.7.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

28.7.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

28.7.2(a) the employee is seeking adoption leave to become the primary care-giver of the child;

28.7.2(b) particulars of any period of adoption leave sought or taken by the employee's spouse; and

28.7.2(c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

28.7.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

28.7.4 Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

28.7.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

28.7.6 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

28.8 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or longer as agreed under 28.4.

28.9 Transfer to a safe job

28.9.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

28.9.2 If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

28.10 Returning to work after a period of parental leave

28.10.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

28.10.2 Subject to 28.10.4, an employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 28.9, the employee will be entitled to return to the position they held immediately before such transfer.

28.10.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

28.10.4 An eligible casual employee who is employed by a labour hire company who performs work for a client of the labour hire company will be entitled to the position which they held immediately before proceeding on parental leave.

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

28.11 Replacement employees

28.11.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

28.11.2 Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

28.12 Communication during parental leave

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

28.12.1(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

28.12.1(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 parental leave.

28.12.2 The employee shall take reasonable steps to inform the employer 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 request to return to work on a part-time basis.

28.12.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 28.12.1.

29. PERSONAL LEAVE

[29 substituted by [PR968351](#) ppc 02Feb06]

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees in relation to caring responsibilities are set out in paragraph 12.4.9.

29.1 Definitions

In this clause the term **immediate family** means:

29.1.1 spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and

29.1.2 child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

29.2 Amount of paid personal leave

29.2.1 Paid personal leave is available to an employee, other than a casual employee, when they are absent:

- due to personal illness or injury;
- for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.

29.2.2 The amount of personal leave to which a full-time employee is entitled depends on how long they have worked for the employer and accrues as follows:

Length of time worked for the employer	Personal leave (hours)
Less than 1 month	0
1 month to 2 months	7.6
2 months	15.2
3 months	22.8
4 months	30.4
5 months	38
6 months	45.6
6 months to less than 12 months	76
Each year thereafter	76

29.2.3 After the first six months of service, an employee must be paid for any personal leave to which they were not entitled, due to insufficient service, up to a maximum of 76 hours.

29.3 Accumulation of personal leave

Untaken personal leave may accumulate by up to 76 hours per year, to a maximum of 760 hours.

29.4 The effect of workers' compensation

If an employee is receiving workers' compensation payments, they are not entitled to personal leave.

29.5 Personal leave for personal injury or sickness

Full-time employees may take up to the full amount of their personal leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

29.6 Personal leave to care for an immediate family or household member

29.6.1 Subject to 29.6.2 and 29.6.3, a full-time employee is entitled to use their personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.

29.6.2 The entitlement in 29.6.1 is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take leave for this purpose where another person has taken leave to care for the same person.

29.6.3 Except as provided for in 29.6.4, not more than 76 hours of personal leave can be used in a year by an employee for the purposes set out in 29.6.1. Provided that, an employee who normally works eight or more hours per day so as to provide a rostered day(s) off in a work cycle in accordance with 26.1.1 is entitled to use up to 80 hours of their accrued personal leave in a year for the purposes set out in 29.6.1.

29.6.3(a) These limits apply to the employee's total accrued personal leave which includes any untaken personal leave from the current year's entitlement and any untaken personal leave which has accumulated from previous years.

29.6.4 By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in 29.6.1, beyond the relevant limit set out in 29.6.3. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

29.7 Employee must give notice

29.7.1 The employee must, as soon as reasonably practicable and at least four hours before his or her next rostered starting time, inform the employer or their inability to attend for duty and as far as practicable state the nature of the injury, illness or emergency and the estimated duration of the absence. If it is not reasonably practicable to inform the employer at least four hours before his or her next rostered starting time, the employee will inform the employer at the first opportunity.

29.7.2 When taking leave to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, the notice must include:

- the name of the person requiring care and support and their relationship to the employee;
- the reasons for taking such leave; and

- the estimated length of absence.

29.8 Evidence supporting claim

- 29.8.1** An employee who claims sick leave for one day only and who has already in that year been allowed paid sick leave on more than three occasions for one day only must, if required by the employer, establish by production of a medical certificate that the employee was unable to work because of injury or personal illness. If such certificate is not produced, the employee is not entitled to payment for that day. In other circumstances, an employee must, if required by the employer, establish by production of a medical certificate or statutory declaration that the employee was unable to work because of injury or personal illness.
- 29.8.2** When taking leave to care for members of their immediate family or household who are sick and require care and support, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by the employee.
- 29.8.3** When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

29.9 Unpaid personal leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) of unpaid leave per occasion, provided the requirements of 29.7 and 29.8 are met.

29A. BEREAVEMENT LEAVE

[29A inserted by [PR968351](#) ppc 02Feb06]

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in clause 12.4.9.

29A.1 Paid leave entitlement

An employee other than a casual is entitled to 22.8 hours bereavement leave on any occasion on which a member of the employee's immediate family or household dies.

29A.2 Unpaid leave entitlement

Where an employee has exhausted all bereavement leave entitlements, including accumulated leave entitlements, he or she is entitled to take unpaid bereavement leave. The employer and the employee should agree on the length of the unpaid leave. In the absence of agreement, the employee is entitled to take up to 16 hours unpaid leave. An employee may take unpaid bereavement leave by agreement with the employer.

29A.3 Evidence supporting claim

The employer may require the employee to provide satisfactory evidence of the death of the member of the employee's immediate family or household.

30. PUBLIC HOLIDAYS

30.1 An employee on weekly hiring is entitled to the following days (referred to in this award as **public holidays**) without deduction of wages:

- New Year's Day;
- Australia Day;
- Good Friday;
- Easter Monday;
- Anzac Day;
- Labour Day (1st May);
- Queen's Birthday;
- Show Day;
- Picnic Day (1st Monday in August);
- Christmas Day; and
- Boxing Day;

or such other day as is generally observed in the locality as a substitution for any of the said days.

30.2 Where a holiday falls on a non-working day, the holiday will be taken on the first next ordinary working day or will be added to the employee's annual leave and paid for as such.

- 30.3** Where the Commonwealth Government or the Northern Territory Government proclaims or gazettes an additional public holiday to be observed by persons generally in the Northern Territory or a particular locality in the Territory (other than those covered by Federal Awards), or when such proclaimed or gazetted day is by any required judicial or administrative order to be so observed, such day will be deemed to be a holiday for the purposes of this award. They day will apply to employees covered by this Award employed in the Northern Territory or locality in respect of which the holiday has been proclaimed or ordered.
- 30.4** Where a public holiday falls due while an employee is acting in a higher class or grade, payment for the holiday must be made at the rate for such higher class or grade.
- 30.5** All time worked on a public holiday must be paid for at the rate of double time and a half with a minimum payment for four hours. Alternatively, weekly employees who work on a prescribed holiday may, by mutual agreement, perform such work at ordinary rates plus half time additional, provided that equivalent paid time is added to the employee's annual leave, or one day in lieu of such public holiday is allowed to the employee within 28 days of such holiday falling due.

[30.6 corrected by [PR925206](#) from 11Jan02]

- 30.6** Where an employee is absent from his or her employment on the working day before or the working day after a public holiday, without reasonable cause or without the consent of the employer, the employee shall not be entitled to the holiday without loss of pay.
- 30.7** It will be a breach of this award for an employer to evade payment for a public holiday by dismissing an employee immediately before a public holiday and re-engaging him or her immediately after such holiday.
- 30.8** An employee, whose employment is terminated by the employer for reasons other than those justifying summary dismissal within ten days before a public holiday or group of public holidays, is entitled to payment for the public holiday or group of public holidays as provided in this clause. For the purposes of this subclause a group of public holidays means those holidays which are consequential upon the same special significance (such as Christmas and Easter) or where such holidays occur immediately together.

31. ANNUAL LEAVE

- 31.1** A period of four weeks paid leave must be allowed annually to an employee on weekly hiring after twelve months, continuous service (less the period of annual leave).
- 31.2** Subject to this subclause, the annual leave prescribed by this clause is exclusive of any public holiday, and, if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, one day must be added to the employee's period of leave for each holiday falling within the employee's leave period.

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

31.3 Calculation of month

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

31.4 Leave to be taken

The annual leave provided by this clause must be allowed and must be taken and except as provided for by 31.7, payment must not be made or accepted in lieu of annual leave.

31.5 When to take annual leave

[31.5 Time of taking leave title changed and substituted by [PR968351](#) ppc 02Feb06]

- 31.5.1** Annual leave must be given and taken in one or two continuous periods at a mutually agreed upon time. If the annual leave is given in two continuous periods, then one of those two periods must be of at least 21 consecutive days, including non-working days.
- 31.5.2** However, if the employer and an employee so agree, annual leave entitlements may be given and taken in two separate periods, neither of which is at least 21 consecutive days, including non-working days, or in three separate periods.
- 31.5.3** Failing agreement, annual leave will be given at a time fixed by the employer within a period not exceeding six months from the date when the right to annual leave accrued and after not less than four weeks notice to the employee.
- 31.5.4** Despite the provisions of this subclause the leave provided in 31.1 may at the option of the employee be taken in conjunction with leave becoming due after the following twelve months of continuous service.
- 31.5.5** The employee must be allowed to take annual leave, at a time agreed with the employer, within six months after it is due. The employer and the employee may agree to extend this period to 12 months.
- 31.5.6** To assist employees in balancing their work and family commitments:
 - 31.5.6(a)** an employee may elect, with the consent of the employer, to accrue and carry forward any amount of annual leave for a maximum of two years from the date the employee becomes entitled to the leave.

31.5.6(b) an employee may elect, with the consent of their employer, to take annual leave in single days, up to maximum of 10 single days in any year.

31.6 Payment for period of leave

31.6.1 Each employee before going on leave must be paid such wages as have accrued on account of annual leave at the rate applicable at the time the leave is taken.

31.6.2 In addition an employee must receive, before going on annual leave, a loading of 17.5% of the wage rate payable to the employee pursuant to clauses 16 - Classification structure and wage rates, 17.1, and 12.3.

31.7 Proportionate leave on termination

31.7.1 If after four weeks' continuous service in any qualifying twelve monthly period, an employee lawfully leaves his or her employment or his or her employment is terminated by the employer through no fault of the employee, the employee must be paid at his or her ordinary rate of wage 3.08 hours (2.923 as from 1 May 1988) in respect of each completed week of continuous service being service in respect of which leave has not been granted hereunder.

31.7.2 If after nine months' continuous service an employee's service is terminated in accordance with 31.7.1, the employee must be paid in addition to the payment payable pursuant to 31.7.1, a loading of 17.5% of the pro rata leave payment to which the employee is entitled.

31.8 Sickness while on annual leave

An employee on weekly hiring who suffers a personal illness or injury while on annual leave is entitled to additional paid leave for a period not exceeding the period of illness or injury during annual leave, subject to the following conditions and limitations:

31.8.1 Within 24 hours of the employee's return to work, the employee must produce to his or her employer a certificate from a qualified medical practitioner to the effect that had the employee not been on annual leave, the employee would have been unfit to perform his or her normal duties for a period of not less than five consecutive days.

31.8.2 The additional paid leave is subject to the existence of an entitlement to paid sick leave in accordance with this clause and will be set off against accumulated sick leave credits.

31.8.3 Subject to the provisions of 31.8.4 the employee, provided he or she is fit to perform his or her normal duties, must return to work at the time the employee would have returned had the employee not suffered personal illness or injury during annual leave.

31.8.4 Despite 31.5, the additional paid leave will be given and taken at a mutually convenient time.

- 31.8.5** An employee proceeding on leave pursuant to 31.8.4 is not entitled to annual leave loading for any period of leave for which the loading has been paid.
- 31.8.6** Where an employee leaves the employment of the employer, or his or her employment is taken, such leave will be treated as accrued annual leave.

32. JURY SERVICE

An employee required to attend for jury service during his or her ordinary working hours must be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of wage he or she would have received in respect of the ordinary time he or she would have worked, had he or she not been on jury service. An employee must notify his or her employer as soon as possible of the date upon which he or she is required to attend for jury service. The employee must also give his or her employer proof of his or her attendance, the duration of such attendance and the amount received in respect of such jury service.

33. REPATRIATION LEAVE

Employees who are ex-servicemen or ex-servicewomen must be allowed as time worked, lost time incurred attending repatriation centres for medical examination and/or treatment providing that:

- 33.1** Such lost time does not exceed eight hours on any one occasion, the employee to return to work where practicable, if the employee is not required to attend for the whole day.
- 33.2** Payment is limited to the difference between the appropriate hourly rate for the period and any payment received from any other source in respect of such attendance.
- 33.3** The employee produces satisfactory evidence of the requirement to attend and proof of attendance.

34. LEAVE FOR CONSULTATION MEETINGS

Each employer must allow his/her employees to attend meetings to discuss industrial matters without loss of ordinary pay provided the following conditions are observed:

- 34.1** At least fourteen days' notice of such meeting is given to the employer.
- 34.2** The period of the meeting is no greater than three hours, and employees returning to duty by noon.
- 34.3** The employer is only obliged to pay wages for the period that the employee was rostered for duty.

- 34.4** Such consultation meetings are to be held on weekdays, other than Thursday or Friday.
- 34.5** The employer is only obliged to pay wages for the period of the meeting if the employer is in receipt of satisfactory evidence of the employee's attendance at the meeting.
- 34.6** The employer is not obliged to pay wages for more than one such meeting in any calendar year.

PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

35. BOARD AND LODGING

- 35.1** Where board and residence is made available to adult employees and the employer may deduct from the pay of the employee residing on the premises an amount of \$78.10 per week.
- 35.2** However, where an adult employee is required to share a room for lodging, the amount to be deducted from the pay of such employee for board and lodging shall be \$77.10 per week provided that lodging rooms are fitted with adequate heating and cooling appliances.
- 35.3** Where lodgings only are made available to adult employees, the employer may deduct from the pay of the employee residing on the premises the sum of \$69.30 per week, provided that lodging rooms are fitted with adequate heating and cooling appliances
- 35.4** However, where an adult employee is required to share a room for lodging, the amount to be deducted from the pay of such employee for lodging shall be \$68.70 provided that lodging rooms are fitted with adequate heating and cooling appliances.
- 35.5** In the case of employees who do not reside on the employer's premises a deduction at the rate of \$3.00 for each meal supplied and consumed during the employee's spread of working hours may be made by the employer.
- 35.6** The above rates for board and lodging and meals shall be increased or decreased by the same percentage as wage rate movements for the classification of bar attendant under this award.

PART 9 - POSTING OF AWARD

36. POSTING OF AWARD

A copy of this award shall be kept available by each employer on his or her premises in a place accessible to all employees.

PART 10 - CASINO EMPLOYEES

37. APPLICATION OF THIS PART

[37.1 substituted by [PR959915](#) ppc 07Jul05]

37.1 In addition to the provisions of this award the following conditions apply in respect of the employment of all employees whether members of Liquor, Hospitality and Miscellaneous Union or not employed in casinos in the classification set out in clause 39 - Classification structure and wage rates - gaming staff.

37.2 Except for matters expressly dealt with in this part of the award, the provisions of Part A shall apply.

38. TERMS OF EMPLOYMENT

38.1 All employees (other than casual employees) shall be engaged by the week.

38.2 Employment may be terminated by one week's notice by either the employer or by the employee or by payment or forfeiture of one week's pay as the case may be.

38.3 Authority to deduct from wages

38.3.1 An employer who, by reason of the failure or shortage of electrical power, is unable to carry out his or her undertaking during ordinary working hours of any day may deduct from the wages of an employee payment for any part of a day in excess of twenty minutes such employee cannot be usefully employed.

38.3.2 However, an employee who is required to attend for work on any day but for whom, for the reasons abovementioned, no work is provided, must be paid a minimum of two hours' pay. Where an employee commences work he or she must be paid a minimum of four hours pay.

38.3.3 An employee not attending for duty shall lose pay for the time of non-attendance unless payment for such non-attendance is permitted under the provisions of this award.

38.4 For the purposes of this award persons employed in casinos of a classification specified in clause 39 - Classification structure and wage rates - gaming staff, are regarded as working in the “front of the house”.

39. CLASSIFICATION STRUCTURE AND WAGE RATES - GAMING STAFF

39.1 Classification definitions

39.1.1 Gaming attendant introductory level

Introductory rate means that rate of pay paid to a gaming division employee on engagement. This rate applies during on-floor training and establishment orientation. It is intended that this rate will apply for a maximum period of three months from the date of engagement.

39.1.2 Gaming attendant level one means an employee who carries out the collection of Keno tickets and fees from patrons and delivery of these to the Keno game. This category includes persons employed paying out minor prizes and performing minor repairs to slot machines. This category also includes employees in the slots technicians’ area with a limited knowledge of electronic equipment associated with gaming.

39.1.3 Gaming attendant level two means an employee who carries out counting and dispensing of monies received from slot machines and the recording of these monies under secure conditions, receiving Keno tickets and fees and conducting Keno games. This category also includes employees in the slots technicians’ area with knowledge of all slots machines and a basic understanding of other electronic equipment associated with gaming.

39.1.4 Gaming attendant level three means an employee fully experienced and competent in the operations of Keno gaming and who needs minimal supervision, or an employee who is able to deal one major game and has been trained in all minor games. This category also includes employees in the slots technicians’ area with knowledge of all electronic equipment associated with gaming.

39.1.5 Gaming attendant level four means an employee who is able to deal two major games and has been trained in all minor games.

39.1.6 Gaming attendant level five means an employee who is able to deal three or more major games and has been trained in all minor games, or an employee who is able to inspect two major games and all minor games, or a cashier responsible for cash transactions under the direction of senior cashiers.

39.1.7 Gaming attendant level six means an employee who is able to inspect three or more major games and all minor games, or an experienced cashier who is responsible for large transactions and foreign currency exchange.

39.2 Wage rates

[39.2 varied by [PR920086](#) [PR935508](#) [PR948176](#); substituted by [PR959915](#); ppc 07Jul05; corrected by [PR961185](#) ppc 07Jul05]

An adult employee of a classification in the following table must be paid at the respective minimum rate per week assigned to that classification

Classification	Total rate per week
	\$
Gaming attendant introductory level	484.40
Gaming attendant level one	542.10
Gaming attendant level two	556.20
Gaming attendant level three	576.90
Gaming attendant level four	631.30
Gaming attendant level five	650.20
Gaming attendant level six	671.80

39.3 Work organisation

An employer may direct an employee to perform a range of duties which are incidental or peripheral to their main task or function provided that such duties are:

- 39.3.1** Within the limits of the employees skill, competence and training.
- 39.3.2** Consistent with the above classification structure.
- 39.3.3** Not designed to promote de-skilling.

39.4 Arbitrated safety net adjustment

[39.4 varied by [PR920086](#); substituted by [PR935508](#) [PR948176](#); [PR959915](#) ppc 07Jul05]

The rates of pay in this award include the arbitrated safety net adjustment payable under the *Safety Net Review – Wages June 2005* decision [[PR002005](#)]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

39.5 Translations

Employees must be graded into the above classifications based on their experience, work responsibilities and qualifications. Employees have the right to discuss their grading with their union or other representative, or with their employer. Any dispute arising in relation to this subclause must be processed according to the provisions of Clause 11 - Procedure to avoid industrial disputation.

40. HOURS OF WORK

- 40.1** Subject to clause 23 - Hours of work, the hours of all employees engaged on weekly hiring, other than part-time employees, are an average of 38 hours per week, eight hours per day or shift, to be worked within a spread of twelve hours per day from starting time inclusive of meal breaks. Each employee is entitled to two full days off each week.
- 40.2** Weekly employees must be given a regular starting and finishing time for each day which must not be changed unless by mutual consent or seven days' notice of such change. Where practicable one week's notice of rostered day or days off must be given. However, the days off may be changed by mutual consent or through absence through sickness or other cause over which the employer has no control.
- 40.3** No person employed in a casino in the classifications set out in clause 16 - Classification structure and wage rates, may be required to work broken shifts. However, an employee may agreed to work broken shifts, and such agreement must be recorded in the time and wages records kept pursuant to Division 1 of Part 9A of the *Workplace Relations Regulations*.

SCHEDULE A - LIST OF RESPONDENTS

[Sched A corrected by [PR923382](#) ppc 11Jan02]

Adelaide River Country Store and Motel Stuart Highway Adelaide River NT 0846
Adelaide River Inn Stuart Highway Adelaide River NT 0846
Adelaide River Show Society Club C/- Post Office Adelaide River NT 0846
Alice Motor Inn 27 Undoolya Road Alice Springs NT 0870
Alice Springs Bowling Club South Terrace Alice Springs NT 0870
Alice Springs Gap Motor Hotel cnr Gap Road and South Terrace Alice Springs NT 0870
Alice Springs Golf Club Inc Golf Course Road Alice Springs NT 0870
Alice Springs Memorial Club Inc Lot 200 and 203 Todd Street Alice Springs NT 0870
Alice Springs Police Club Inc Lot 1033 Stuart Highway Alice Springs NT 0870
Alice Springs R.S.L. Club Schwartz Crescent Alice Springs NT 0870
Alice Springs Railway Institute Club Railway Terrace Alice Springs NT 0870
Alyangula Golf Club Alyangula Groote Eylandt NT 0885
Alyangula Recreation Club Inc Alyangula Groote Eylandt NT 0885
Arafura Bowls and Social Club Inc Ross Smith Avenue Darwin NT 0800
Araluen Arts and Cultural Trust Lot 5649 Larapinta Drive Alice Springs NT 0870
Arltunga Tourist Park Portion 1937 Alice Springs NT 0870
Arnhems Hideaway Motel Prospect Grove NT
Arunga Park Speedway Alice Springs NT 0870
Aspa City Motel 38 Dashwood Crescent Darwin NT 0800
Asti Motel and Parc Restaurant cnr Smith St and Packard Place Darwin NT 0800

B.P. Elliot Restaurant Stuart Highway Elliott NT 0862
Bagus Indonesian Restaurant Lot 524 Pavonia Place Nightcliff NT 0810
Bark Hut Inn Arnhem Highway Darwin NT 0800
Barkley Homestead cnr Barkley and Tableland Highways via Tennant Creek NT 0862
Barrow Creek Hotel Barrow Creek NT 0872
Barunga Progress Association Inc Barunga via Katherine NT 0850
Beachfront Hotel Casuarina Drive Nightcliff NT 0810
Berrimah Hotel Motel Stuart Highway Berrimah NT 0828
Beswick Progress Association Inc Beswick Station via Katherine NT 0850
Bluestone Motor Inn 986 Paterson Street Tennant Creek NT 0862
Bogart's 25's 52 Gregory Street Parap NT 0820
Bojangles Restaurant Todd Street Alice Springs NT 0870
Borrooloola Inn Post Office Borrooloola NT 0854
Brian's Place Tavern Lot 53 Paterson Street Tennant Creek NT 0862
Buff Club 57 Stuart Highway Darwin NT 0800

Cape Crawford Roadhouse cnr Table Land and Carpentaria Highway Katherine NT 0850
Capri Licensed Restaurant 37 Knuckey Street Darwin 0800
Capricornia Motel 44 East Point Road Darwin NT 0800
Central Aust. Football League Inc Traeger Park Alice Springs NT 0870
Central Austr. Racing Club Pioneer Park South Road Alice Springs NT 0870
Chopstick Chinese Restaurant 45 Hartley Street Alice Springs NT 0870
Christo's Restaurant Shop 13 The Track Smith Street Darwin NT 0800
Coinda Hotel/Motel Jabiru NT 0886
Coolalinga Park 18 Mile Stuart Highway Darwin NT 0800
Crestwood Phoenix Darwin Motel 63 Progress Drive Nightcliff NT 0810
Crossways Motor Hotel Katherine NT 0850
Curtin Springs Roadhouse Curtin Springs via Alice Springs NT 0870

Daley Waters Pub P.M.B. 76 Daly Waters NT 0852
Daly River Roadside Inn Daly River NT 0822
Darwin Bowls Club Inc Lot 3428 East Point Road Darwin NT 0800
Darwin Club Inc Lots 625/6/7 Mitchell Street Darwin NT 0800
Darwin Golf Club Inc McMillans Road Marrara NT 0812
Darwin Greyhound Association of NT (Inc.) Winnellie NT 0820
Darwin Inst. of Technology So. Club Dripstone Road Casuarina NT 0810
Darwin Motor Inn 97 Mitchell Street Darwin NT 0800
Darwin R.S.L. Services Club Inc Cavenagh Street Darwin 0800
Darwin Railways Sports and Social Club Somerville Gardens Parap NT 0820
Darwin Rugby football League Club 55 Ludmilla Terrace Darwin NT 0800
Darwin Sailing Club Inc Vestey's Beach Darwin NT 0800
Darwin Trailer Boat Club Inc Vestey's Beach Darwin NT 0800
Darwin Travelodge 122 The Esplanade Darwin NT 0800
Darwin Turf Club Inc Playford Street Fannie Bay NT 0820
Darwin Workers Club Inc Canvenagh Street Darwin NT 0800
Desert Oaks Motel Erldunda via Alice Springs NT 0870
Desert Rose Inn 15 Railway Terrace Alice Springs NT 0870
Deutscher Klub Darwin Inc McMillans Road Berrimah NT 0828
Diamond Beach Hotel Casino Lot 5244 Gilruth Avenue Darwin NT 0800
Diamond Springs Casino and Country Club Barret Drive Alice Springs NT 0870
Driver Golf Club University Drive Palmerston NT 0830
Dunmarra Wayside Inn Stuart Highway Dunmarra NT
Dustbowl Charlies Lot 132-322 Gap Road Alice Springs NT 0870

Eldorado Restaurant Stuart Highway Tennant Creek NT 0862
Elkira Court Motel 134 Bath Street Alice Springs NT 0870
Elliott Hotel Stuart Highway Elliot NT 0862
Emerald Springs Roadside Inn 133 Mile Stuart Highway NT
Ernest Giles Tavern Yulara Tourist Village Ayers Rock NT 0872

Federal Sports Club Undoolya Place Alice Springs NT 0870
Fogarty's Store P.M.B. 38 via Katherine NT 0850
Ford Resort Khalic Street Alice Springs NT 0870
Four Seasons International Hotel Darwin 95 McMinn Street Darwin NT 0800
Four Seasons Motor Inn Ltd Yulara Tourist Village Ayers Rock NT 0872

Galaxy Restaurant and Coffee Lounge Khin's Takeaway Pty Ltd Shop 12 Malak Shopping Centre Malak NT 0812
Gardean Holiday Village Lot 1475 Cameron Street Katherine NT 0850
Garden Court Restaurant Casuarina Shopping Centre Casuarina NT 0810
Golden Inn Restaurant 9 Undoolya Road Alice Springs NT 0870
Goldfields Hotel Lot 63 Patterson Street Tennant Creek NT 0862
Gove Country Golf Club Nhulunbuy NT 0880
Gove Yacht Club Inc Drimmie Head Road Inverell Bay Nhulunbuy NT 0880
Green Park Van Park P.M.B. 44 Larrimah NT 0852
Greenleaves Tourist Camp Burke Street Alice Springs NT 0870
Gunbalanya Sports and Social Club Oenpelli NT 0885

Halfway Service Station Elliot NT 0862
Hayes Creek Inn Stuart Highway Hayes Creek NT
Heavitree Gap Caravan Park Store Heavitree Gap Emily Gap Road Alice Springs NT 0870
Hi Way Inn Stuart Highway Daly Waters NT 0852
Hibiscus Tavern Leanyer Drive Leanyer NT 0812
Holtze Cottage Restaurant Botanical Gardens Darwin NT 0800
Hotel Darwin 10 Herbert Street Darwin NT 0800
Howard Springs Caravan Park Whitewood Road Howard Springs NT 0885
Howard Springs Tavern Lot 40 Whitewood Road Howard Springs NT 0885
Humpty Doo Hotel Motel Arnhem Highway Humpty Doo NT 0885

Italian Club Darwin Inc. Abala Road Marrara NT 0810

Jabiru Golf Club Inc Lot 2021 Jabiru Drive Jabiru NT 0886
Jabiru Sports and Social Club Jabiru NT 0886
Jade Garden Chinese Restaurant Smith Street Mall Darwin NT 0800

Kailis Groote Eylandt Fisheries Social Club Inc Groote Eylandt NT
Kakadu Princess C/- South Alligator Motor Inn Arnhem Highway
Katherine Hotel Motel Katherine Terrace Katherine NT 0850
Kulgera Hotel/Motel Kulgera NT

L'Onion Soup Shops 1 3 and 5 Darwin Arcade The Mall Darwin NT 0800
La Casalinga Lot 105 Gregory Terrace Alice Springs NT 0870
La Chaumiere 57 Smith Street Darwin NT 0800
Larrimah Roadhouse Stuart Highway Larrimah NT 0852
Larrimah Wayside Inn P.M.B. 82 Larrimah NT 0852
Latin Tavern 3 Harriet Place Darwin NT 0800
Le Benitier Restaurant 13 Shepherd Street Darwin NT 0800
Le Breughal Restaurant 14 Dashwood Crescent Darwin NT 0800
Le Cafe 44 East Point Road Darwin NT 0800
Le Club Papillon cnr McMinn and Daly Streets Darwin NT 0800

M.I.N.T. Club Masonic Hall Stokes Street Darwin NT 0800
M.V. Adelaide River Queen Adelaide River via Humpty Doo NT
M.V. Billy J Darwin Harbour Darwin NT 0800
Maharaja Indian Take-Away and Coffee Lounge 64 Smith Street Darwin NT 0800
Mandorah Inn Mandorah Cox Peninsula NT
Maranga Hotel cnr Cousin Street and Winnellie Road Winnellie NT 0820
Marrara Hotel 227 McMillans Road Darwin NT 0800
Mataranka Homestead Tourist Resort Mataranka NT 0852
Melanka Lodge 94 Todd Street Alice Springs NT 0870
Mia Pizza Bar Lot 4491 Diarama Village Alice Springs NT 0870
Midland Motel Alice Springs NT 0870
Milikapiti Sports and Social Club Inc Snake Bay via Melville Island NT
Milikapiti Sports and Social Club Snake Bay Melville Island NT
Mill-Wood Van Park and Store Lot 265 Victoria Highway Katherine NT 0850
Mt. Ebenezer Roadside Inn Mt Ebenezer NT
Mt. Sonder Safari Lodge Glen Helen via Alice Springs NT 0870
Murganella Social Club Murganella NT
Murinnhpatha Club Inc Port Keats NT

N.T. Riders and Driver's Association Hidden Valley Road Berrimah NT 0828
Naiyu Club Inc Naiyu Daly River NT 0822
Neptunes's Doorway 2 Parap Place Parap NT 0820
Nguiu Ullintjinni Social Club Bathurst Island NT
Nightcliff Hotel Motel 326 Bagot Road Nightcliff NT 0810
Nightcliff Sports Club Inc 11 Caphor Street Nightcliff NT 0810
Nobles Nob Mine Tennant Creek NT 0862
Noonamah Hotel Motel Stuart Highway Noonamah NT 0885
North Darwin Football and Social Club Inc 69 Progress Drive Nightcliff NT 0810
NT Football League Inc Gardens Oval No. 1 1 Gilruth Avenue Darwin NT 0800
NT Police Club Inc 1st Floor Berrimah Police Centre Berrimah NT 0828

Oasis Motel Lots 1327 and 2424 Gap Road Alice Springs NT 0870
Old Elsey Roadside Inn Stuart Highway Mataranka NT 0852
Olympic Restaurant 20 Austin Lane Darwin NT 0800
Overlander Steakhouse 72 Hartley Street Alice Springs NT 0870

P.I.N.T. Club Blake Street Darwin NT 0800
P.I.N.T. Club cnr Railway Terrace and Parsons Street Alice Springs NT 0870
Palmerston Tavern Lot 1110 Chung Wah Terrace Palmerston NT 0830
Papa Luigi's Bistro Todd Street Alice Springs NT 0870
Parap Hotel Parap Road Parap NT 0820
Paravista Motel 5 Mackillop Street Parap NT 0820
Paraway Motel cnr O'Shea and First Streets Katherine NT 0850
Peppimenarti Association Inc Peppimenarti Moyle River NT
Peppis cnr Mitchell and McLachlan Streets Darwin NT 0800
Pickertaramoor Social Club Inc Pickertaramoor Melville Island NT 0885
Pine Creek Hotel Pine Creek NT 0847
Pine Trees Motel 129 Third Street Katherine NT 0850
Pizza Hut Lot 9101 Trower Road Casuarina NT 0810
Poinciana Motel Mitchell Street Darwin NT 0800
Pularumpi Community Club Garden Point Melville Island NT 0885

Rabbit Flat Roadhouse Tanami Stock Route NT
Rasa Sayang Tea Room Cavenagh Street Darwin NT 0800
Renner Springs Roadside Inn Renner Springs NT 0862
Riverside Agencies Pty Ltd Brown Street Alice Springs NT 0870
Riverview Motel and Caravan Park Lot 440 Victoria Highway Katherine NT 0850
Rock Oyster Restaurant Cavenagh Street Darwin NT 0800
Ross River Chalet Ross River via Alice Springs NT 0870
Roundabout Restaurant Larrakeyah Lodge Darwin NT 0800
Rover Football Club Inc Traeger Park Gap Road Alice Springs NT 0870
Royal North Australian Show Society Winnellie Show Grounds Winnellie NT 0820
Rum Jungle Recreation Club Batchelor NT 0845

Seaview Motor Inn and Restaurant 60 East Point Road Darwin NT 0800
Sheraton Alice Springs Hotel Barrett Drive Alice Springs NT 0870
Sheraton Ayers Rock Hotel Yulara Tourist Village Ayers Rock NT 0872
Sienna Village Lot 6780 Ross Highway Alice Springs NT 0870
Ski Club Vestey's Beach Fannie Bay NT 0820
South Alligator Motor Inn Lot 1464 Arnhem Highway NT
Splendor Restaurant Jape Plaza Cavenagh Street Darwin NT 0800
Springvale Homestead Tourist Park Springvale via Katherine NT 0850
Squires/Fannies 3 Edmunds Street Darwin NT 0800
Stellamaris Seafarers Centre McMinn Street Darwin NT 0800
Stuart Auto Museum Restaurant Lot 337 Emily Gap Road Alice Springs NT 0870

Tai Hung Tol Restaurant 36 Parap Road Parap NT 0820
 Telford Territory Motor Inn Leichhardt Terrace Alice Springs NT 0870
 Telford Top End Hotel Cnr Mitchell and Daly Streets Darwin NT 0800
 Tennant Creek Bowling Club Inc Lot 294 Windley Street Tennant Creek NT 0862
 Tennant Creek Golf Club Inc Peko Road Tennant Creek NT 0862
 Tennant Creek Hotel Paterson Street Tennant Creek NT 0862
 Tennant Creek Memorial Club Inc Memorial Drive Tennant Creek NT 0862
 Tennant Creek Sporting Club Inc cnr Ambrose and Stuart Streets Tennant Creek NT 0862
 Tennant Creek Squash Centre Lots 90 and 91 cnr Davidson and Noble Streets Tennant Creek NT 0862
 Territory Manor Mataranka NT 0852
 The Arnhem Club Nhulunbuy NT 0880
 The Beagle Restaurant NT Museum Bullocky Point Darwin NT 0800
 The Beef Baron Lot 47 First Street Katherine NT 0850
 The Connellan Bar Yulara via Alice Springs NT 0870
 The Don Hotel 12 Cavenagh Street Darwin NT 0800
 The Graham Restaurant Darwin Golf Club Marrara NT 0810
 The Kalyrnian Brotherhood Darwin Inc Lot 2940 McMillans Road Karama NT 0812
 The Katherine Club Inc O'Shea Terrace Katherine NT 0850
 The Katherine Golf/Bowls Club Inc Katherine NT 0850
 The Lee Dynasty Shop 29 Workers Complex Darwin NT 0800
 The National Treasurer-Secretary Australian Hotels Association A.H.A. House 60 Clarence Street Sydney NSW 2000
 The Peninsula 115 Smith Street Darwin NT 0800
 The Todd Tavern cnr Wills Terrace and Todd Mall Alice Springs NT 0870
 The Victoria Hotel Smith Street Mall Darwin NT 0800
 Threeways Roadhouse cnr Barkley and Stuart Highways Three Ways NT 0862
 Ti Tree Roadhouse Ti Tree NT 0872
 Tiffany's Restaurant 40 Parap Road Parap NT 0820
 Timber Creek Wayside Inn Timber Creek NT
 Tracy Village Social and Sports Club Inc Tambling Terrace Casuarina NT 0810
 Turner House Restaurant 13 Hartley Street Alice Springs NT 0870

 Verdi Club Undoolya Road Alice Springs NT 0870
 Victoria River Roadside Inn Victoria River NT 0885
 Victory Downs Motel Victory Downs Station via Alice Springs NT 0870

 Walkabout Hotel Westal Street Nhulunbuy NT 0880
 Wallara Ranch Motel Wallara via Alice Springs NT 0870
 Wanda Inn Top Springs NT
 Waratah Sports Club Inc Waratah Crescent Fannie Bay NT 0820
 Warrego Mine Bowling Club Inc Warrego Mine Tennant Creek NT 0862
 Warrego Sports and Amenities Club Inc Warrego Mine Tennant Creek NT 0862
 Wauchope Hotel Wauchope via Alice Springs NT 0870
 Wests Sporting Club Milner Road Alice Springs NT 0870
 Works Social Club Katherine Giles Street Katherine NT 0850
 Wycliff Well Store Wycliff Well via Alice Springs NT 0870

APPENDIX A - SCHOOL BASED APPRENTICESHIP

1. DEFINITION

- 1.1** This clause shall apply to school based apprentices. A school-based apprentice is an employee who is engaged under a Training Agreement registered by the relevant State or Territory Training Authority, where the qualification outcome specified in the Training Agreement is set out in this order.
- 1.2** A school-based apprentice will also include an employee who is engaged under a Training Agreement or Contract of Training for a school-based apprenticeship in relevant occupations or work, which are covered by this award, and declared or recognised by the relevant State or Territory Training Authority.

2. WAGE RATE

- 2.1** The hourly rates for full-time junior and adult apprentices as set out in this award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- 2.2** For the purposes of 2.1 above, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice is paid is deemed to be 25% of the actual hours each week worked on-the-job. The wages paid for training time may be averaged over a semester.

3. OFF-THE-JOB TRAINING

- 3.1** The school-based apprentice shall be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- 3.2** For the purposes of this subclause, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.

4. DURATION OF APPRENTICESHIP

The duration of the apprenticeship shall be specified in the training agreement or contract for each apprentice. The period so specified to which the apprentice wage rates apply shall not exceed five years.

5. PROGRESSION THROUGH WAGE STRUCTURE

- 5.1** School based apprentices shall progress through the wage scale at the rate of twelve months progression for the two years of employment in years 11 and 12 of schooling as apprentice.

5.2 These rates are based on a standard full-time apprenticeship of three and a half or four years. The rates of progression reflect the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.

6. CONVERSION FROM A SCHOOL BASED TO FULL-TIME APPRENTICESHIP

6.1 An apprentice may convert from school-based to full-time. All time spent as a full-time apprentice shall count for the purposes of progression through the wage scale. This progression shall apply in addition to the progression achieved as a school-based apprentice.

6.2 School-based apprentices will be entitled pro rata to all of the conditions of full-time employees under this award.

6.3 Subject to further orders of the Commission, school-based apprentices will be able to undertake a **relevant training qualification** which includes any of the following training packages:

National code	Qualification name
THH51297	Diploma of Hospitality (Management)

6.3.1 Hospitality operations

National code	Qualification name
THH32797	Certificate III in Hospitality (Food and Beverage)
THH32897	Certificate III in Hospitality (Accommodation Services)

6.3.2 Kitchen/Cookery/Catering

National code	Qualification name
THH31597	Certificate III in Hospitality (Commercial Cookery)
THH31697	Certificate III in Hospitality (Patisserie)
THH32097	Certificate III in Hospitality (Asian Cookery – Chinese)
THH32197	Certificate III in Hospitality (Asian Cookery – Thai)

National code	Qualification name
THH32297	Certificate III in Hospitality (Asian Cookery – Indian)
THH32397	Certificate III in Hospitality (Asian Cookery – Indonesian)
THH32497	Certificate III in Hospitality (Asian Cookery - Malay and Nonya)
THH32597	Certificate III in Hospitality (Asian Cookery – Japanese)
THH32697	Certificate III in Hospitality (Asian Cookery – Vietnamese)
THH32997	Certificate III in Hospitality (Catering Operations)

6.4 For the purpose of this subclause a **relevant training qualification** is a qualification:

- 6.4.1** From a National Training Package that covers occupations or work which are covered by this award, or is a qualification from an enterprise Training Package listed above in 6.3; and
- 6.4.2** At Australian Qualifications Framework Certificate Level 111 except where the qualification can normally be completed through a Training Agreement of a duration of two years or less (such qualifications would generally be covered by traineeship provisions)

APPENDED ORDER – 3 DECEMBER 2003

AW812953CRN [PR941528](#)

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.111(1)(b) application for an order

Darwin International Hotels Pty Ltd trading as Crowne Plaza Darwin
(C2003/437)

**HOTELS, MOTELS, WINE SALOONS, CATERING, ACCOMMODATION, CLUBS
AND CASINO EMPLOYEES (NORTHERN TERRITORY) AWARD 2002**

[ODN C No. C00244 of 1998]
[AW812953CRN Print G6935]

Northern Territory

SENIOR DEPUTY PRESIDENT WATSON

MELBOURNE, 3 DECEMBER 2003

List of employers exempted from making severance payments.

Further to a decision issued in transcript by the Commission on 28 November 2003, the following order is made:

ORDER

A. The Commission makes the following order:

1. The general severance pay prescription contained in clause 14.3 of the award is varied in respect of Darwin International Hotels Pty Ltd trading as Crowne Plaza Darwin who are exempted from having to make any severance payments to employees employed in the Housekeeping Division of the Crowne Plaza Hotel who have been offered employment by AHS Hospitality Group Pty Ltd at the Crowne Plaza Hotel Darwin to commence on and from 8 December 2003.

B. This order shall come into force on 8 December 2003 and remain in force for a period of six months.

DECLARATION – NORTHERN TERRITORY

[Common rule declared by H0021 V036 Print Q0382 from 16Apr98]

The Hotels, Motels, Wine Saloons, Catering, Accommodation, Clubs and Casino Employees (Northern Territory) Consolidated Award 1986, as varied to date shall be a common rule of the industries and/or industrial pursuits of persons employed in any capacity whether permanent or casual in the conduct of hotels, clubs, restaurants, motels, boarding establishments, guest houses, hostels and/or any other type of accommodation and/or catering establishments, including but without in any way limiting the foregoing, persons employed in any capacity:

- (a) in hotels (licensed, unlicensed or private);
- (b) in motels or in restaurants operating in association therewith;
- (c) in combination of hotel/motel
- (d) in wine saloons or wine bars in or in connection with the selling of drinks;
- (e) in café, restaurant or establishment in which food or drink is sold for consumption on the premises and where such food or drink is being ordered and served by table service;
- (f) in guest houses, boarding houses and hostels;
- (g) in clubs incorporated under the Associations Incorporation Act;
- (h) in casinos;
- (i) in preparing and serving food and drinks, cleaning and attending to the premises and all other services associated with hotels, motels or restaurants operating in association therewith; combination hotel/motel, wine saloons or wine bars, guest houses, boarding houses, hostels, cafes, restaurants, incorporated clubs, casinos and/or any other type of establishment covered by the incidence of the Award, in the Northern Territory and shall be binding on all employers in the said industry in respect of the employment by them of employees in the classifications for which provision is made in the said award and shall also be binding on all such employees.

2. The declaration shall not apply to:

- (a) any employer in respect of an employee in Public Sector employment as defined in the *Workplace Relations Act 1996*;
- (b) any employer in respect of any employees covered by any other award, Australian Workplace Agreement or Certified Agreement made under the *Workplace Relations Act 1996*.

3. This declaration shall operate from midnight on 16th April 1998.

** end of text **