



AUSTRALIAN HOTELS ASSOCIATION

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13 October 2016

The Honourable Justice Ross AO
President
Fair Work Commission
11 Exhibition Street
MELBOURNE VIC 3000

By email: amod@fwc.gov.au

Dear Justice Ross

4 yearly review of modern awards— AM2014/272

1. We refer to the above matter and hereby confirm that the Australian Hotels Association (“the AHA”), acts on behalf of the Accommodation Association of Australia (“AAoA”), and the Motor Inn, Motel and Accommodation Association (“MIMA”).
2. This short submission is made in accordance with the Statement and Directions issued by the Fair Work Commission on the 26 August 2016, [2016] FWC 6062, with respect to the Group 4 Awards.
3. We note that an extension was granted with respect to this submission and also refer to the correspondence and outline of variations provided to the Fair Work Commission on the 7 October 2016. The correspondence of the 7 October 2016 confirmed variation claims that were no longer being pursued, we wish to advise that in addition to those claims the following will no longer be pursued:
 - a. Clause 39.2 – Provision of employee accommodation and meals; and
 - b. X.X (new clause) Abandonment of Employment
4. In accordance with the Statement and Directions a Draft Determination reflecting the variations sought is provided and attached with this submission.
5. In accordance with the Statement and Directions, briefly outlined below is the nature of each variation sought with respect to the Hospitality Industry (General) Award 2010 and the type of case that is likely to be run in support of each variation. The variations sought have been categorised as being either substantive or those that could be described as technical or minor in nature.

Substantive Claims

6. Clause 11 – Full-time Employment

The variation sought is the numbering of the existing wording in clause 11 as 11.1 and the introduction of a new clause 11.2. This variation would allow full-time employees who so wish, to request to, and perform work, in another area of an employer’s enterprise as a separate casual engagement.

The AHA will pursue the above variation as an evidentiary case with a number of witnesses.

7. Clause 14 – Apprentices

The variation sought is the insertion of a new clause 14.12 in conjunction with a variation to clause 20.4 to facilitate the introduction of competency based wage progression.

The AHA will pursue the above variation as an evidentiary case with a small number of witnesses.

8. Clause 20 – Minimum Wages

The variations sought are as follows:

- a. Clause 20.4 – in conjunction with the variation to clause 14, varying the existing clause 20.4 to incorporate and facilitate competency based wage progression for certain apprentices, replacing existing references to ‘standard weekly rate’ with ‘standard hourly rate’ and other small amendments to the existing clause;
- b. Clause 20.5 – deleting sub-clause 20.5 (b), making other small amendments resulting in a single payment schedule for junior employees and other small amendments including a reference to the ‘ordinary hourly rate’ for the purpose of determining the relevant hourly rate.

The AHA will pursue the above variation as an evidentiary case with a small number of witnesses.

9. Clause 29 – Ordinary hours of work (Full-time and part-time employees)

The variation sought is the insertion of additional alternatives within Clause 29.1 (a) to better reflect the varying patterns of work within the Hospitality Industry.

The AHA will pursue the above variation as an evidentiary case with a small number of witnesses.

10. Clause 37 – Public Holidays

The variation sought is the insertion of a new sub-clause within clause 37.1 (b) with respect to employees who perform their ordinary hours of work between Monday and Friday.

The AHA will pursue the above variation as an evidentiary case with a small number of witnesses.

11. Clause 38 – No deduction for breakages or cashiering underings

The variation sought is the broadening of clause 38 to include occasions of employee negligence.

The AHA will pursue the above variation as an evidentiary case with a limited number of witnesses.

12. Schedule D – Classification Definitions

The variations sought are as follows:

- a. The insertion of an additional duty within the Food and Beverage Attendant Grade 2 classification;
- b. The deletion of a duty from the Front Office Grade 1 Classification; and
- c. The replacement of the Clerical Grade 3 duties.

The AHA will pursue the above variation as an evidentiary case with a small number of witnesses.

13. Schedule D.2.9 – Managerial Staff (Hotels)

The variation sought is the deletion of Schedule D.2.9 from the Award.

The AHA will pursue the above variation as an evidentiary case with a number of witnesses.

We note that should this variation have effect clauses 20.2, 21.1(e) and 27.2 would be redundant and the draft determinations reflect these deletions. In spite of this, outlined below are our alternative variations with respect to clauses 20.2 and 27.2 should this substantive claim not proceed.

Technical or Minor Claims

14. Clause 3 – Definitions

The variations sought are as follows:

- a. The insertion of a new definition, that being an 'accrued day off' which interacts with the proposed variations to Clause 29.1 (a) and (c) as set out below;
- b. An amendment to the definition for a 'liquor service employee' to reflect what is currently contained within Clause 15.1;
- c. The insertion of a definition of a 'catering employee' to clarify where any specific allowances are payable;
- d. The insertion of a definition of a 'Motel Employee' to clarify where Clause 21.1 (d) applies;
- e. An amendment to the definition of 'Ordinary Hourly Rate';
- f. The insertion of a definition of a 'junior employee'.

The AHA will likely pursue the above variations on the basis of merit though an evidentiary case may be necessary.

15. Clause 12 – Part Time Employment

We note that matters dealing with Part Time and Casual Employment are currently before a Full Bench of the Fair Work Commission as a Common Issue (2014/196 and 2014/197). The variation sought in this instance, if necessary, is a minor amendment only, to ensure consistency throughout the award with respect to where reference is made to the applicable rate of pay.

The AHA will pursue the above variation on the basis of merit.

16. Clause 13 – Casual Employment

We note that matters dealing Part Time and Casual Employment are currently before a Full Bench of the Fair Work Commission as a Common Issue (2014/196 and 2014/197). The variations sought in this instance are minor amendments only to clarify the rate on which the casual loading is applied and to clarify that clause 26 – Payment of Wages is applicable to a casual employee.

The AHA will pursue the above variations on the basis of merit.

17. Clause 15 – Junior Employees

The variations sought are as follows:

- a. An amendment to clause 15.1 removing the definition of a 'liquor service employee', therefore referring interpretation of a 'liquor service employee' to clause 3;
- b. The insertion of a new clause 15.2 clarifying the application of clause 15.1; and
- c. The renumbering of clauses 15.2 and 15.3 as 15.3 and 15.4 respectively.

The AHA will pursue the above variations on the basis of merit.

18. Clause 20 – Minimum Wages

The variations sought are as follows:

- a. Clause 20.2 - In the alternative that the substantive claim outlined at paragraph 13 with respect to the deletion of schedule D.2.9 does not proceed, the variations sought are minor amendments to the existing wording of clause 20.2 and the insertion of two lines that specify the minimum annual salary and the minimum hourly rate;
- b. Clause 20.3 – The variation sought is the inclusion of Minimum Hourly Rates for Casino Gaming Classifications.

The AHA will pursue the above variations on the basis of merit.

19. Clause 26 – Payment of Wages

The variation sought is the insertion of a new clause 26.6 to clarify the payment of wages with respect to an employee that performs their ordinary hours of work as an average over a specified period in accordance with clause 29.1.

The AHA will likely pursue the above variation on the basis of merit though an evidentiary case may be necessary.

20. Clause 27 – Salary Arrangements

Clause 27.2 - In the alternative that the substantive claim outlined at paragraph 13 with respect to the deletion of schedule D.2.9 does not proceed, the variations sought with respect to clause 27.2 would be as follows:

- a. Clarification that the application of clause 27.2 is limited to Full-time employees;
- b. Deletion of clause 12 – Part time employment from clause 27.2 (a) and clarification that the reference in clause 27.2 (a) to clause 34.2 is made respect to annual leave loading; and
- c. An addition to clause 27.2 (c).

The AHA will likely pursue the above variations on the basis of merit though an evidentiary case may be necessary.

21. Clause 29 – Ordinary hours of work (Full-time and part-time employees)

The variations sought are as follows:

- a. Amendments to clause 29.1 (a) and (c) inserting the words ‘accrued day off’ where appropriate to make the necessary distinction between a day off in accordance with this provision and a ‘rostered day off’ as defined;
- b. An amendment inserting ‘ordinary hourly rate’ within sub-clause 29.1 (c) (vi) clarifying the payment for an ‘accrued day off’; and
- c. The insertion of a note within clauses 29.1 (c) and (d) that clarifies that payment of wages under these arrangements is clarified in sub-clause 26.6.

The AHA will pursue the above variations on the basis of merit.

22. Clause 30 – Rostering

The variation sought is a new clause 30.3, being a clarification that an employee that does not attend for part of a shift is not entitled to payment for such non-attendance.

The AHA will pursue the above variations on the basis of merit.

23. Clause 31 – Breaks

The variations sought are as follows:

- a. A clarification of the meaning of a ‘shift’ for the purpose of this clause and determining when breaks are necessary; and
- b. A reconfiguration of clause 31 by relocating and renumbering sub-clauses within clause 31.

The AHA will pursue the above variations on the basis of merit.

24. Clause 32 – Penalty Rates

The variations sought are as follows:

- a. The insertion of additional explanatory wording for the purpose of sub-clause 32.2 (a);
- b. Replacement of existing references to the 'minimum wage rate in clause 20.1' or 'normal rates of pay' with 'ordinary hourly rate';
- c. An addition to clause 32.2 (b); and
- d. Renumbering of the existing sub-clauses within clause 32.3 and the insertion of a new clause 32.3 (b) that clarifies the payment of the penalty in clause 32.3.

The AHA will likely pursue the above variations on the basis of merit though an evidentiary case may be necessary.

25. Clause 33 – Overtime

The variation sought is the substitution of all references to 'normal rate of pay' within clause 33 with 'ordinary hourly rate'.

The AHA will pursue the above variations on the basis of merit.

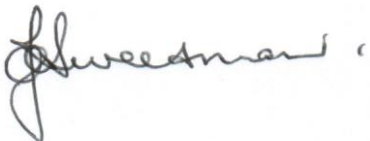
26. Schedule D – Classification Definitions

The variation sought is to insert within the classifications in schedule D (including Schedule D.3) a reference to the applicable wage level for each grade.

The AHA will pursue the above variations on the basis of merit.

Any query in relation to this matter should be directed to Ms Joanna Minchinton at the AHA (Queensland Branch). Ms Minchinton can be contacted on (07) 3221 6999 or by email at jminchinton@qha.org.au.

Yours faithfully,



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PRXXXXXX

DRAFT DETERMINATION

Fair Work Act 2009

s.156 – 4 yearly review of modern awards

4 yearly review of modern awards (AM2014/272)

HOSPITALITY INDUSTRY (GENERAL) AWARD 2010 [MA000009]

A. It is ordered that the *Hospitality Industry (General) Award 2010* be varied as follows:

1. In clause 3.1, inserting the following definitions:

“accrued day off means a paid day off accrued in accordance with clause 29.1(a) and 29.1(c) that is not a rostered day off”.

“catering employee means an employee employed by business in which the provision of commercial catering is the principal activity”.

“junior employee means an employee under the age of 20 who is not undertaking a nationally recognised traineeship or apprenticeship”.

“liquor service employee means a person employed to sell or dispense liquor in bars and/or bottle departments or shops as well as cellar employees or other places where liquor is sold”.

“motel employee means, for the purposes of clause 21.1(d), an employee of a roadside unlicensed accommodation facility designed primarily for motorists, typically having the rooms arranged in low blocks with parking directly outside”.

“ordinary hourly rate means the employee’s applicable minimum hourly wage rate in clause 20”.

2. By deleting clause 11 and inserting the following:

“11. Full-time employment

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

11.2 Full-time employees may also be engaged on a casual basis for duties in a separate engagement in a separate section of the workplace. Such engagements shall be subject to the following conditions:

- (a) the work required to be performed in the separate engagement is not within the usual job description of the employee concerned;

- (b) the separate engagement enables the employee to attain additional remuneration and/or skills;
- (d) the separate engagement must be at the instigation of the employee and be subject to mutual agreement between the employer and the employee concerned;
- (e) the separate engagement is not designed to avoid overtime obligations but genuinely meets the tests set out in clause 11.2(a) to (d);
- (f) the separate engagement is limited to a maximum of 12 hours per week”.

3. By deleting clause 12.8 and inserting the following:

“12.8 A part-time employee employed under the provisions of this clause must be paid the ordinary hourly rate for the grade in which they are working for ordinary hours worked”.

4. By deleting clause 13.1 and inserting the following:

“13.1 A casual employee is an employee engaged as such and must be paid a casual loading of 25% in addition to the ordinary hourly rate for the grade in which they are working. The casual loading is paid as compensation for annual leave, personal/carer’s leave, notice of termination, redundancy benefits and the other entitlements of full-time or part-time employment”.

5. By deleting clause 13.3 and inserting the following:

“13.3 A casual employee must be paid at the termination of each engagement, or otherwise in accordance with clause 26”.

6. By inserting a new sub clause 14.12:

“14.12 Competency based progression

- (a) For the purpose of competency based wage progression in clause 20.4 an apprentice will be paid at the relevant wage rate for the next stage of their apprenticeship if:
 - (i) competency has been achieved in the relevant proportion of the total units of competency specified in clause 20.4 for that stage of the apprenticeship. The units of competency which are included in the relevant proportion must be consistent with any requirements in the training plan; and
 - (ii) any requirements of the relevant State/Territory apprenticeship authority and any additional requirements of the relevant training package with respect to the demonstration of competency and any minimum necessary work experience requirements are met; and
 - (iii) either:
 - (A) the Registered Training Organisation (RTO), the employer and the apprentice agree that the abovementioned requirements have been met; or
 - (B) the employer has been provided with written advice that the RTO has assessed that the apprentice meets the abovementioned requirements in respect to all the relevant units of competency and the employer has not advised the RTO and the apprentice of any disagreement with that assessment within 21 days of receipt of the advice.
- (b) If the employer disagrees with the assessment of the RTO referred to in clause 14.12(a)(iii)(B) above, and the dispute cannot be resolved by agreement between the RTO, the employer and the apprentice, the matter may be referred to the relevant State/Territory apprenticeship authority for determination. If the matter is not capable of being dealt with by such authority it may be dealt with in accordance with the dispute resolution clause in this award. For the avoidance of doubt, disputes concerning other apprenticeship progression provisions of this award may be dealt with in accordance with the dispute resolution clause.
- (c) For the purposes of this clause, the training package containing the qualification specified in the contract of training for the apprenticeship, sets out the assessment requirements for the attainment of the units of competency that make up the qualification. The definition of “competency” utilised for the purpose of the training packages and for the purpose of this clause is the consistent application of knowledge and skill to the standard of performance required in the workplace. It embodies the ability to transfer and apply skills and knowledge to new situations and environments.
- (d) The apprentice will be paid the wage rate referred to in clause 14.12(a) from the first full pay period to commence on or after the date on which an agreement or determination is reached in accordance with clause 14.12(a)(iii) or on a date as determined under the dispute resolution process in clause 14.12(b)”.

7. By deleting clause 15 and inserting the following:

“15.1 Junior employees will be paid in accordance with clause 20.5. Where the law permits, junior employees may be employed as liquor service employees and

must be paid at the adult rate of pay in clause 20.1 for the classification for the work being performed.

- 15.2 A junior employee engaged to perform duties other than those of a liquor service employee will not be regarded as a liquor service employee.
- 15.3 An employer may at any time demand the production of a birth certificate or other satisfactory proof for the purpose of ascertaining the correct age of a junior employee. If a birth certificate is required, the cost of it must be borne by the employer.
- 15.4 No employee under the age of 18 years will be required to work more than 10 hours in a shift”.

8. By deleting clause 20.2

9. By deleting clause 20.2 and inserting:

“20.2 Managerial staff (Hotels)

The minimum wages payable to employees within the Managerial Staff (Hotels) classification level within Schedule D are:

- (a) Minimum Annual Salary: \$44,518
- (b) Minimum Hourly Rate: \$22.53”

10. By deleting clause 20.3 and inserting the following:

“20.3 Casino Gaming Classifications

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

Level	Classification	Minimum weekly wage \$	Minimum hourly wage \$
Introductory		692.10	18.21
Level 1	Casino electronic gaming employee grade 1	734.00	19.32
Level 2	Casino electronic gaming employee grade 2	758.70	19.97
	Casino equipment technician grade 1		
	Casino table gaming employee grade 1		
	Customer liaison officer		
	Gaming finance employee grade 1		
	Casino electronic gaming employee grade 2		
	Casino equipment technician grade 1		
	Casino table gaming employee grade 1		
	Customer liaison officer		

Level	Classification	Minimum weekly wage \$	Minimum hourly wage \$
Level 3	Gaming finance employee grade 1	783.30	20.61
	Casino equipment technician grade 2		
Level 3A	Gaming finance employee grade 2	820.00	21.58
	Security officer grade 1		
Level 4	Casino table gaming employee grade 2	832.30	21.90
	Casino table gaming employee grade 2		
Level 5	Casino equipment technician grade 3	857.10	22.56
	Gaming finance employee grade 3		
Level 6	Security officer grade 2	881.70	23.20
	Casino table gaming employee grade 3		
Level 6	Casino table gaming employee grade 4	881.70	23.20
	Gaming finance employee grade 5		

11. By deleting clause 20.4 and inserting the following:

“20.4 Apprentice wages

(a) Cooking apprenticeship

- (i) A person who has completed a full apprenticeship for cooking must be paid no less than the standard hourly rate for each hour worked.
- (ii) Except where clause 20.4(a)(iii) is applicable an employee apprenticed in the cooking trade will be paid the percentage of the standard hourly rate for each hour worked, in accordance with the following table:

Year	%
First	55
Second	65
Third	80
Fourth	95

(iii) Competency based wage progression

Where the relevant apprenticeship legislation allows competency based progression and the training contract does not specify otherwise, an employee apprenticed in the cooking trade after XXXX will be paid the percentage of the standard hourly rate for each hour worked, in accordance with the following table:

(A) Four year apprenticeship (nominal term)

Stage of apprenticeship	Minimum training requirements on entry	% of the standard hourly rate
Stage 1	On commencement and prior to the attainment of the minimum training	55

requirements specified for Stage 2

Stage 2	On attainment of 25% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or 12 months after commencing the apprenticeship, whichever is the earlier.	65
Stage 3	On attainment of 50% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or 12 months after commencing Stage 2, whichever is the earlier.	80
Stage 4	On attainment of 75% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or 12 months after commencing Stage 3, whichever is the earlier.	95

(B) Three year apprenticeship (nominal term)

Stage of apprenticeship	Minimum training requirements on entry	% of the standard hourly rate
Stage 1	On commencement and prior to the attainment of the minimum training requirements specified for Stage 2	55
Stage 2	On attainment of 25% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or 9 months after commencing the apprenticeship, whichever is the earlier.	65
Stage 3	On attainment of 50% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or 9 months after commencing Stage 2, whichever is the earlier.	80

Stage 4	On attainment of 75% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or 9 months after commencing Stage 3, whichever is the earlier.	95%
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(b) Waiting apprenticeship

(i) Any person who has completed a full apprenticeship as a qualified tradesperson must be paid not less than the standard hourly rate for each hour worked.

(ii) Except where clause 20.4(b)(iii) is applicable, an employee apprenticed in the waiting trade will be paid the relevant percentage or portion of the standard hourly rate for each hour worked, in accordance with the following table:

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

(iii) An employee apprenticed in the waiting trade after XXXX will be paid the percentage of the standard hourly rate for each hour worked, in accordance with the following table:

(A) Two year waiting apprenticeship (nominal term)

Stage of apprenticeship	Minimum training requirements on entry	% of the standard hourly rate
Stage 1	On commencement and prior to the attainment of the minimum training requirements specified for Stage 2	70
Stage 2	On attainment of 25% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or 6 months after commencing the apprenticeship, whichever is the earlier.	85

Stage 3	On attainment of 50% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or 6 months after commencing Stage 2, whichever is the earlier.	Midway between the total rate prescribed for food and beverage attendant grade 2 (waiter) in clause 20.1 and the standard hourly rate
Stage 4	On attainment of 75% of the total competencies specified in the training plan for the relevant AQF Certificate III qualification; or 6 months after commencing Stage 3, whichever is the earlier.	Midway between the total rate prescribed for stage 3, above, and the standard hourly rate

(c) Proficiency payments—cooking trade

(i) Application

Proficiency pay as set out in clause 1.1(c)(ii) will apply to apprentices who have successfully completed their schooling in a given year.

(ii) Payments

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

(1) one occasion only:

- for the first nine months of the fourth year of apprenticeship, the normal fourth year rate of pay;
- thereafter, the standard hourly rate.

(2) on two occasions:

- for the first six months of the fourth year of apprenticeship, the normal fourth year rate of pay;
- thereafter, the standard hourly rate.

(3) on all three occasions:

- for the entire fourth year, the standard hourly rate.

(d) Proficiency payments—waiting trade

(i) Application

Proficiency pay as set out in clause 1.1(d)(ii) will apply to level 2 apprentices who have successfully completed their schooling in the first year.

(ii) Payments

Apprentices who have attained the standard of proficiency in their first year must receive the standard hourly rate for each ordinary hour worked during the latter half of the second year of apprenticeship.

(e) Adult apprentices

(i) The minimum hourly wage for an adult apprentice who commenced on or after 1 January 2014 and is in the first year of their apprenticeship must be 80% of the minimum hourly wage for Level 4 in clause 20.4(a)

or 20.4(b), or the rate prescribed by clause 1.1(a) or 20.4(b) for the relevant year or stage of the apprenticeship, whichever is the greater.

- (ii) The minimum hourly wage for an adult apprentice who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be the rate for the lowest adult classification in clause 20.1, or the rate prescribed by clause 20.4(a) or 20.4(b) for the relevant year or stage of the apprenticeship, whichever is the greater.
- (iii) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum hourly wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least six months as a full-time employee or twelve months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 20.1 or 20.3 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

12. By deleting clause 20.5 and inserting the following:

“20.5 Juniors

The minimum hourly rates for junior employees are the undermentioned percentages of the applicable adult ordinary hourly rate for the grade in which they are working:

Age	% of adult rate
16 years and under	50
17 years	60
18 years	70
19 years	85
20 years	100”

13. By deleting clause 21.1(e)

14. By inserting new clause 26.6:

“26.6A full-time employee who works an average of 38 hours per week in accordance with an averaging arrangement as specified in clause 29.1(a), may be paid as if the employee worked 38 hours each week, irrespective of whether the employee worked more or less hours, provided that, subject to clause 33.4, at the end of the averaging period the employee shall receive payment for all overtime worked”.

15. By deleting clause 27.2

16. By deleting clause 27.2 and inserting the following:

“27.2 Salaries absorption (Managerial Staff (Hotels))

This clause applies to those full time employees classified as Managerial Staff.

- (a)** Managerial Staff who are paid a salary of 25% in excess of the minimum annual salary rate of \$44,518 per annum as in clause 0 (in receipt of a salary of at least \$55,648 per annum), will not be entitled to the benefit of the terms and conditions within the following clauses:
- clause 21–Allowances;
 - clause 29–Ordinary hours of work (Full-time and part-time employees)
 - clause 31–Breaks;
 - clause 32–Penalty rates;
 - clause 33–Overtime;
 - clause 34.2–Annual leave loading;
 - clause 37.1(b)(i)—Additional arrangements for full-time employees (on public holidays);
 - clause 39 – Provision of employee accommodation and meals.
- (b)** An employee being paid according to clause 27.2(a) will be entitled to a minimum of eight days off per four week cycle.
- (c)** An employee being paid according to clause 27.2(a) who works on a public holiday will be entitled to paid time off that is of equal length to the time worked on the public holiday. This time is to be taken within 28 days of accruing it, or at other such time as agreed by the employer and the employee.
- (d)** For the purpose of calculating the weekly equivalent of the annual salary rates prescribed by this clause, the divisor of 52 will be used and the resultant amount will be taken to the nearest 10 cents. All calculations required to be made under this award for the purpose of determining hourly amounts payable to an employee will be calculated on the weekly equivalent of the annual salary.
- (e)** Managerial Staff will be reimbursed for all monies reasonably expended for and on behalf of the employer subject to hotel policy or approval”.

17. By deleting clause 29.1(a) and inserting the following:

“29.1 Full-time employees

- (a) The average of 38 hours per week is to be worked in one of the following ways:
- a 19 day month, of eight hours per day;
 - four days of eight hours and one day of six hours;
 - four days of nine and a half hours per day;
 - five days of seven hours and 36 minutes per day;
 - 76 hours over a two week period;
 - 152 hours each four week period with a minimum of eight days off each four week period;
 - 160 hours each four week period with a minimum of eight days off each four week period plus an accrued day off;
 - a seven days on, seven days off roster;
 - a ten days on, four days off roster;
 - a 14 days on, 14 days off roster;
 - by averaging the hours worked over a 26 week period; and
 - any combination of the above”.

18. By deleting clause 29.1(c) and 29.1(d) and inserting the following:

“(c) In addition to the conditions set out under clause 29.1(b), where the agreed hours of work arrangement provides for 160 hours per four week period with an accrued day off, the arrangement will be subject to the following:

- (i) No employee is to work more than 10 days in a row without a rostered day off.
- (ii) Where practicable the accrued day off must be contiguous with an employee’s rostered days off.
- (iii) Accrued days may be banked, up to a maximum of five days.
- (iv) An employee may elect, with the consent of the employer, to take an accrued day off in part day amounts.
- (v) If an accrued day off falls on a public holiday then, where practicable, the next day is to be taken as the accrued day off.
- (vi) The entitlement to an accrued day off at the employee’s ordinary hourly rate is subject to the following:
 - (A) each day of paid leave, except annual leave and long service leave, and any public holiday occurring during the four week cycle must be regarded as a day worked for accrual purposes; and
 - (B) an employee who has not worked a complete four week cycle in order to accrue an accrued day off must be paid a pro rata amount for credits accrued for each day worked in the cycle. The pro rata amount is 24 minutes pay for each eight hour day worked.

Note: Clause 26.6 outlines the payment of wages for an employee working in accordance with this arrangement.

(d) In addition to the conditions set out under clause 29.1(b), where the agreed hours of work arrangement provides for 152 hours each four week period, the arrangement will be subject to the following:

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

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

Note: Clause 26.6 outlines the payment of wages for an employee working in accordance with this arrangement”.

19. By inserting new sub clause 30.3:

“30.3 Unless a provision of this award or the Act states otherwise, an employee not attending for duty is not paid for any time of such non-attendance”.

20. By deleting clause 31 and inserting the following:

“31 Breaks

31.1 A shift for the purposes of clause 31 does not include any time taken as an unpaid break.

31.2 Shifts of up to six hours

- (a) An employee (including a casual employee) who is required to work a shift of more than five hours and up to six hours may elect to take an unpaid meal break of up to 30 minutes during the shift and the employer shall not unreasonably refuse the request.
- (b) Where an employee elects to take an unpaid break, the request must be made in writing no later than at the commencement of a shift and the employer shall not unreasonably refuse the request.
- (c) The written request will apply to all shifts undertaken by the employee of more than five hours, unless otherwise agreed between the employee and employer. This arrangement may be reviewed at any time.

31.3 Longer shifts

- (a) If the employee is required to work a shift of more than six hours and up to eight hours, the employee is entitled to an unpaid meal break of no less than 30 minutes. The unpaid break may be taken no earlier than two hours after starting work and no later than six hours of starting work.
- (b) If the employee is required to work a shift of more than eight hours and up to 10 hours, the employee is entitled to an unpaid break of no less than 30 minutes and an additional 20 minute paid break (which may be taken as two 10 minute paid breaks).
The unpaid break may be taken no earlier than 2 hours after starting work and no later than six hours after starting work. Breaks should be spread evenly across the shift.
- (c) If the employee is required to work a shift exceeding 10 hours, the employee is entitled to an unpaid break of no less than 30 minutes and two 20 minute paid breaks. The unpaid break may be taken no earlier than two hours after starting work and no later than 6 hours after starting work. Breaks should be spread evenly across the shift.

- (d) For a shift of more than six hours, if the employer does not release an employee for an unpaid meal break the employee shall be paid at the rate of 50% of the employee’s ordinary hourly rate extra for each hour or part of an hour from six hours after the employee started work until the employer gives the employee the unpaid meal break, or until the shift ends.

31.4 Entitlement to additional breaks

- (a) If the employer requires an employee to work more than five continuous hours after an unpaid break, the employer must give the employee an additional 20 minute paid break.
- (b) If the employer requires an employee to work more than two hours’ overtime after the employee completes his or her rostered hours, the employer must give the employee an additional 20 minute paid break”.

21. By deleting clause 32.1 and inserting the following:

“32.1 Penalty rates

An employee performing work on the following days will be paid the following percentage of their ordinary hourly rate in clause 20.1-Minimum Wages for the relevant classification:

	Monday to Friday %	Saturday %	Sunday %	Public holiday %
Full-time and part-time	100	125		
Casual (inclusive of the 25% casual loading)”	125	150		

22. By deleting clause 32.2(a) and (b) and inserting the following:

“32.2 Public holidays

- (a) An employee other than a casual working on a public holiday will be paid for a minimum of four hours’ work. A casual employee working on a public holiday will be paid for a minimum of two hours’ work. Hours of work performed on the day immediately before or immediately after a public holiday and that form part of one continuous shift are counted as part of the employee’s minimum payment.
- (b) Employees who work on a prescribed holiday may, by agreement, perform such work at their applicable ordinary hourly rate plus 50% additional loading rather than the penalty rate prescribed in clause 32.1, provided that equivalent paid time is added to the employee’s annual leave or one day instead of such public holiday will be allowed to the employee during the week in which such holiday falls. Provided that such holiday may be

allowed to the employee within 28 days of such holiday falling due or at other such time as agreed by the employer and the employee”.

23. By inserting new sub clause 32.3(b):

“(b) For the purposes of clause 32.3(a) any part of an hour worked must be paid as a full hour”.

24. By deleting clause 32.4 and inserting the following:

“32.4 Penalty rates not cumulative

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

25. By deleting clause 33.3(a) and inserting the following:

“33.3 Overtime rates

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

- (i) Monday to Friday: 150% of their ordinary hourly rate for the first two hours of overtime; and twice their ordinary hourly rate for the rest of the overtime.
- (ii) Between midnight Friday and midnight Sunday: twice their ordinary hourly rate for any work done.
- (iii) On a rostered day off: twice their ordinary hourly rate for any work done. An employee must be paid for at least four hours even if they work for less than four hours”.

26. By deleting clause 37.1(b) and inserting the following:

“37.1 National Employment Standards

(b) Additional arrangements for full-time employees:

- (i) A full-time employee whose rostered day off falls on a public holiday must, subject to clause 32.2, either:
 - be paid an extra day’s pay; or
 - be provided with an alternative day off within 28 days; or
 - receive an additional day’s annual leave.
- (ii) Where an employee performs their ordinary hours of work between Monday and Friday, a public holiday falling on a Saturday or Sunday shall not be recognised as a public holiday for the purposes of clause 37.1(b)(i).
- (iii) A full-time employee who works on a public holiday which is subject to substitution as provided for by the NES will be entitled to the benefit of the substitute day”.

27. By deleting clause 38 and inserting the following:

“38 No deduction for breakages or cashiering underings
An employer must not deduct any sum from the wages or income of an employee in respect of breakages or cashiering underings except in the case of wilful misconduct or negligence”.

28. By deleting Schedule D.2.1 to D.2.8 and inserting the following:

“D.2 General classification definitions

D.2.1 Food and beverage stream

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

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

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

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

Food and beverage attendant grade 3 (wage level 3) means an employee who in addition to the tasks performed by a **Food and beverage attendant grade 2** is engaged in any of the following:

- the operation of a mechanical lifting device;
- attending a wagering (e.g. TAB) terminal, electronic gaming terminal or similar terminal;
- full control of a cellar or liquor store (including the receipt, delivery and recording of goods within such an area);
- mixing a range of sophisticated drinks;
- supervising food and beverage attendants of a lower grade;
- taking reservations, greeting and seating guests; and
- training food and beverage attendants of a lower grade.

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

Food and beverage supervisor (wage level 5) means an employee who has the appropriate level of training including a supervisory course and who has the responsibility for supervision, training and co-ordination of food and beverage staff, or stock control for a bar or series of bars.

D.2.2 Kitchen stream

Kitchen attendant grade 1 (wage level 1) means an employee engaged in any of the following:

- general cleaning duties within a kitchen or food preparation area and scullery, including the cleaning of cooking and general utensils used in a kitchen and restaurant;
- assisting employees who are cooking;
- assembling and preparing ingredients for cooking; and
- general pantry duties.

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

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

Cook grade 1 (wage level 2) means an employee who carries out cooking of breakfasts and snacks, baking, pastry cooking or butchering.

Cook grade 2 (wage level 3) means an employee who has the appropriate level of training and who performs cooking duties including baking, pastry cooking or butchering.

Cook (tradesperson) grade 3 (wage level 4) means a commi chef or equivalent who has completed an apprenticeship or who has passed the appropriate trade test, and who is engaged in cooking, baking, pastry cooking or butchering duties.

Cook (tradesperson) grade 4 (wage level 5) means a demi chef or equivalent who has completed an apprenticeship or has passed the appropriate trade test and who is engaged to perform general or specialised cooking, butchering, baking or pastry cooking duties and/or supervises and trains other cooks and kitchen employees.

Cook (tradesperson) grade 5 (wage level 6) means a chef de partie or equivalent who has completed an apprenticeship or has passed the appropriate trade test in cooking, butchering, baking or pastry cooking and has completed additional appropriate training and who performs any of the following:

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

D.2.3 Guest services stream

Guest service grade 1 (wage level 1) means an employee who performs any of the following:

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

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

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

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

- supervising guest service employees of a lower grade;
- providing butler services such as food, beverage and personalised guest service;
- major repair of linen and/or clothing including basic tailoring and major alterations and refitting; and
- dry cleaning.

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

Guest service supervisor (wage level 5) means an employee with the appropriate level of training including a supervisory course who supervises, trains and co-ordinates the work of employees engaged in a housekeeping department.

Front office grade 1 (wage level 2) means an employee who is engaged as an assistant in front office duties including telephonist, receptionist, cashier, information services or reservations.

Front office grade 2 (wage level 3) means an employee who has the appropriate level of training and is in the front office engaged in duties including telephonist, receptionist, cashier, information services or reservations.

Front office grade 3 (wage level 4) means an employee who has the appropriate level of training and is in the front office engaged in duties including assisting in training and supervision of front office employees of a lower grade.

Front office supervisor (wage level 5) means an employee who has the appropriate level of training including a supervisory course and who supervises, trains and co-ordinates the work of front office employees.

D.2.4 Administration stream

Clerical grade 1 (wage level 2) means an employee who is required to perform basic clerical and routine office duties such as collating, filing, photocopying and delivering messages.

Clerical grade 2 (wage level 3) means an employee who is engaged in general clerical or office duties, such as typing, filing, basic data entry and calculating functions.

Clerical grade 3 (wage level 4) means an employee who has the appropriate level of training and who performs any of the following:

- general administrative or secretarial or stenographic duties;
- clerical duties of an advanced nature;
- maintains operational and financial records and journals, including time and wages records;
- prepares accounts, posts transactions to ledgers and other similar duties.

Clerical supervisor (wage level 5) means an employee who has the appropriate level of training including a supervisory course and who co-ordinates other clerical staff.

D.2.5 Security stream

Doorperson/security officer grade 1 (wage level 2) means a person who assists in maintenance of dress standards and good order at an establishment.

Timekeeper/security officer grade 2 (wage level 3) means a person who is responsible for timekeeping of staff, for the security of keys, for the checking in and out of delivery vehicles and/or for the supervision of doorperson/security officer grade 1 personnel.

D.2.6 Leisure activities stream

Leisure attendant grade 1 (wage level 2) means a person who acts as an assistant instructor, pool attendant and/or can be responsible for the setting up, distribution and care of equipment and the taking of bookings.

Leisure attendant grade 2 (wage level 3) means a person who has the appropriate level of training and takes classes and/or directs leisure activities such as sporting areas, health clubs and swimming pools.

Leisure attendant grade 3 (wage level 4) means a person who has the appropriate level of training and who plans and co-ordinates leisure activities for guests and may supervise other leisure attendants.

D.2.7 Stores stream

Storeperson grade 1 (wage level 2) means an employee who receives and stores general and perishable goods and cleans the store area.

Storeperson grade 2 (wage level 3) means an employee who, in addition to the duties for a storeperson grade 1, may also operate mechanical lifting equipment such as a fork-lift and/or who may perform duties of a more complex nature.

Storeperson grade 3 (wage level 4) means an employee who has the appropriate level of training and who:

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

D.2.8 Maintenance and trades—other than the cooking trade

Handyperson (wage level 3) means a person who is not a tradesperson and whose duties include the performance of routine repair work and maintenance in and about the employer's premises.

Fork-lift driver (wage level 3) means an employee who has a recognised fork-lift licence and who is engaged solely on the basis of driving a fork-lift vehicle. Those

employees who operate a fork-lift as only part of their duties will be paid at the level 3 classification rate in clause 20.1.

Gardener grade 1 (wage level 2) means an employee primarily engaged in the following activities:

- keeping areas clean and tidy;
- weeding and watering;
- trimming, mowing of surrounds, etc., with hand implements;
- assistance in preparing areas for play;
- assistance in course or green maintenance and construction;
- operation of a limited range of vehicles, including motor vehicles;
- performs non-trade tasks incidental to the employee's work.

Gardener grade 2 (wage level 3) means an employee who is engaged in any of the following activities in addition to the work of grade 1:

- operation and minor maintenance of motorised equipment under supervision, other than machinery or equipment requiring the holding of specialised licences;
- assistance in the maintenance, renovation and reconstruction of greens and fairways, and/or maintenance of playing surfaces, including mowing, rolling, top dressing, seeding, turfing and sprigging, fertilising under supervision, planting and maintenance of trees, pruning under supervision;
- applying fertilisers, fungicides, herbicides and insecticides under general supervision;
- gardening duties including the planting and trimming of trees, sowing, planting and cutting of grass, and the watering of plants, gardens, trees, lawns and displays;
- routine maintenance of turf, synthetic, artificial and other play surfaces;
- completion of basic records;
- assistance in the construction and installation of facilities and systems;
- performing tasks incidental to the employee's work;
- handyman duties;
- supervising gardeners of a lower grade.

Gardener grade 3 (tradesperson) (wage level 4) means an employee who has completed trade or equivalent qualifications and undertakes one or more of the following duties (including non-trade tasks incidental to the employee's work):

- operate, maintain and adjust machinery as appropriate;
- clean machinery and inspects machinery after each use, reporting any problems to a management employee;
- applying fertilisers, fungicides, herbicides and insecticides as directed by a management employee;
- preparing turf, synthetic, artificial and other surfaces for play;
- maintenance and repair of vehicles and/or motor engines;
- repair and minor renovation work;
- formation and maintenance of all gardens, lawns and greens;
- the planting, maintenance and care of trees;
- training and supervision of employees of a lower grade, including apprentices.

Gardener grade 4 (tradesperson) (wage level 5) means an employee who has satisfactorily attained the appropriate level of training at trade or the equivalent level, together with the additional requirements in supervision or other appropriate specialist modules. In addition to the duties of levels 1 to 3, the employee is also engaged in the following activities:

- supervision and training of subordinate staff, including tradespersons;
- presentation of written and or verbal reports including budgets,
- general liaison with management;
- activities requiring application of specialist skills”.

29. By deleting Schedule D.2.9

30. By deleting Schedule D.3 and inserting the following:

“D.3 Definitions for the purposes of the Casino Gaming Stream

D.3.1 General

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

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

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

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

- completed a relevant training course accredited by the AQF; or
- completed training to a level or standard imposed by a statutory gaming licensing authority; or
- been assessed to have skills at least equivalent to those attained through the suitable training referred to above, such assessment to have been undertaken by a qualified skills assessor; or
- at 1 January 2010, had been doing the work of a particular classification for a period of at least three months.

D.3.2 Casino table gaming

Casino table gaming employee grade 1 (Casino wage level 2) means an employee who has completed the appropriate level of training and has commenced in one major game offered by the casino.

Casino table gaming employee grade 2 (Casino wage level 3A) means an employee who has completed the appropriate level of training and has commenced in two major games offered by the casino.

Casino table gaming employee grade 3 (Casino wage level 5) means an employee who has completed the appropriate level of training and has commenced in three major games offered by the casino.

Casino table gaming employee grade 4 (Casino wage level 6) means an employee engaged as such who undertakes table game inspection duties including ensuring that correct procedures and standards are observed by table game employees of a lower grade. This classification does not apply to managerial employees. The provisions of clause 25-Higher duties, will apply to Casino table game employees who have not been appointed to this grade but are required to perform any functions of this position.

D.3.3 Casino electronic gaming

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

- providing information on customer loyalty programs, electronic gaming promotions or services and facilities within a gaming machine area; and/or
- explaining to patrons the playing of gaming machines.

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

- explaining to patrons the playing of gaming machines and providing payouts and rectifying minor malfunctions;
- selling and redeeming network gaming games such as Keno, TAB or other network games;
- conducting network games; and
- explaining to patrons the playing of gaming machines.

D.3.4 Casino Finance

Gaming finance employee grade 1 (Casino wage level 2) means an employee engaged to undertake any Count functions including:

- hard and/or soft count;
- shuffling and preparation of playing cards for table games;
- destruction of playing cards, dice, etc. for table games.

Gaming finance employee grade 2 (Casino wage level 3) means an employee engaged to undertake any Change Booth functions including:

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

Gaming finance employee grade 3 (Casino wage level 4) means an employee engaged to undertake all grade 2 change functions including supervision of employees of a lower grade when required plus any of the following:

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

Gaming finance employee grade 4 (Casino wage level 5) means:

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

Gaming finance employee grade 5 (Casino wage level 6) means an employee engaged to undertake more than two cage cashier functions.

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

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

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

D.3.5 Casino equipment technicians

Casino equipment technician grade 1 (Casino wage level 2) means an employee who has the appropriate level of training and who is competent at performing repairs, servicing and installation of non-electronic gaming and associated equipment as well as assisting Casino equipment technicians of a higher grade.

Casino equipment technician grade 2 (Casino wage level 3) means an employee including a tradesperson who has the appropriate level of training and who is competent at performing repairs, servicing and installation of electronic gaming and associated equipment under supervision.

Casino equipment technician grade 3 (Casino wage level 4) means an employee appointed as such who has the appropriate level of training and who without supervision applies technical knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing various forms of video and other electronically or mechanically-controlled gaming equipment. This level also includes an employee required to supervise and/or check the work of Casino equipment technicians of lower grades.

D.3.6 Casino security

Customer liaison officer (Casino wage level 2) means an employee in a casino who holds appropriate licenses and who is engaged to work as an area or door attendant to enforce dress, behaviour and entry requirements at the casino.

Security officer grade 1 (Casino wage level 3) means an employee in a casino who holds appropriate licenses and is required to carry out routine security functions throughout the Casino complex, including the duties of securing, watching, guarding and/or protecting the premises including responding to alarm signals and incidents.

Security officer grade 2 (Casino wage level 4) means an employee in a casino who performs work as required above and beyond the skills of an employee at grade 1 to the level of their training. At this level an employee is required to perform cash escort and soft drop duties. This level also includes a security employee who in the opinion of the employer has no previous relevant experience at this level, and is undertaking the tasks of a surveillance officer while undergoing training and gaining experience during the first six months of employment as such.

Surveillance operator (Casino wage level 6) means an employee in a casino required to monitor, observe and report upon the operations of the casino by means of visual or remote observation, including the use of electronic surveillance and recording systems as follows:

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

B. This determination comes into operation on the first full pay period on or after DD Month YYYY.

BY THE COMMISSION