



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Hot Wok Food Makers Pty Ltd
(AG2021/6101)

HOT WOK FOOD MAKERS PTY LTD (ABN 15 058 494 447) WORKPLACE AGREEMENT 2021

Restaurants

DEPUTY PRESIDENT MANSINI

MELBOURNE, 28 JULY 2021

Application for approval of the Hot Wok Food Makers Pty Ltd (ABN 15 058 494 447) Workplace Agreement 2021.

[1] Hot Wok Food Makers Pty Ltd has applied for approval of a single enterprise agreement known as the *Hot Wok Food Makers Pty Ltd (ABN 15 058 494 447) Workplace Agreement 2021* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (the Act).

[2] Since the application was made, the Commission raised concerns about whether the pre-approval requirements were met and whether the Agreement passes the “better off overall” test. Further information was provided in relation to these concerns.

[3] Written undertakings were given in accordance with s.190 of the Act and are attached at Annexure A (Undertakings). I am satisfied that the Undertakings will not cause financial detriment to any employee covered by the Agreement and that the Undertakings will not result in substantial changes to the Agreement. Pursuant to s.201(3) of the Act, the Undertakings are taken to be terms of the Agreement.

[4] As there were no bargaining representatives appointed to represent the employees to be covered by the Agreement the Commission took steps to ensure that the relevant employees were served with, and has received evidence that, the employees were informed of: the application; the Commission’s concerns; the Applicant’s responses to those concerns; and were invited to express their views (including about the Undertakings) and none opposed.

[5] On the basis of the material contained in the application, further information provided on request of the Commission and the Undertakings, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[6] The Agreement was approved on 28 July 2021 and, notwithstanding clause 1.31 and in accordance with s.54, will operate from 4 August 2021. The nominal expiry date of the Agreement is 28 July 2025.

[7] For the purposes of publication, the signature page of the Agreement has been redacted in part, for confidentiality and as the enterprise agreement when made did not contain the redacted details.¹



DEPUTY PRESIDENT

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¹ *The Australian Workers' Union v Oji Foodservice Packaging Solutions (Aus) Pty Ltd* [2018] FWCFB 7501.

Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No:

AG2021/6101

Applicant:

Application by Hot Wok Food Makers Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Darren Latham, HR Officer of Hot Wok Food Makers Pty Ltd give the following undertakings with respect to the Hot Wok Food Makers Pty Ltd Workplace Agreement 2021 ("the Agreement"):

1. I have the authority given to me by Hot Wok Food Makers Pty Ltd to provide this undertaking in relation to the application before the Fair Work Commission.
2. The Applicant undertakes that there will be a maximum of 8 days where an employee can work more than 10 ordinary hours a day, over a 4 week cycle.
3. The Applicant will apply clause 29.4(f) and (g) of the Hospitality Industry (General) Award 2020 where the circumstances of those clauses would have applied to any particular employee who would have otherwise been entitled to the benefit of those clauses.
4. The Applicant will apply clause 24.4(d) and (e) of the Restaurant Industry Award 2020 where the circumstances of those clauses would have applied to any particular employee who would have otherwise been entitled to the benefit of those clauses.
5. The Applicant will apply the provisions of clause 26.4 of the Hospitality Industry (General) Award 2020 and clause 21.2 of the Restaurant Industry Award 2020 where the circumstances of those clauses would have applied to any particular employee who would have otherwise been entitled to the benefit of those clauses.



Signature

28 JULY 2021

Date

HOT WOK FOOD MAKERS PTY LTD

WORKPLACE AGREEMENT 2021

Note - this Agreement is to be read together with undertakings given by the employer. The undertakings are taken to be terms of the agreement. A copy of the undertakings can be found at the end of the agreement.

CONTENT

Subject Matter	Clause
PART 1 – INTRODUCTION	
Title	1.1
Definitions	1.2
Term and Operation of Agreement	1.3
Agreement coverage	1.4
Employee Access to Copy of the Agreement	1.5
PART 2 – WORK CONDITIONS, TRAINING AND DISPUTES	
Letter of Appointment	2.1
Higher Duties	2.2
Dispute Resolution	2.3
PART 3 – WORK LEVELS AND WAGES	
Work Levels	3.1
Wages	3.2
Juniors, Trainees and Apprentices	3.3
Payment of Wages	3.4
Superannuation	3.5
PART 4 – WORK HOURS AND BREAKS	
Hours of Work	4.1
Overtime	4.2
Rosters/Scheduling	4.3
Breaks	4.4
Penalty Rates	4.5
Penalty rates not cumulative	4.6
PART 5 – LEAVE AND PUBLIC HOLIDAYS	
Annual leave	5.1
Personal/Carer's Leave	5.2
Compassionate Leave	5.3
Community Service Leave	5.4
Long Service Leave	5.5
Parental Leave	5.6
Family & Domestic Violence Leave	5.7
Public Holidays	5.8
PART 6 – ENDING WORK AND STAND DOWN	
Termination of Employment	6.1
Redundancy	6.2
Stand Down/Suspension	6.3
PART 7 – MISCELLANEOUS	
Individual Flexibility Arrangements	7.1
Consultative Term	7.2
Requests for Flexible Working Arrangements	7.3

PART 1

1. INTRODUCTION

1.1. TITLE

This Agreement was made under section 182(1) of the *Fair Work Act 2009* and will be referred to as the Hot Wok Food Makers Pty Ltd (ABN 15 058 494 447) Workplace Agreement 2021.

1.2. DEFINITIONS

“**Act**” means the *Fair Work Act 2009*.

“**Agreement**” means the Hot Wok Food Makers Pty Ltd Workplace Agreement 2021.

“**Casual Employee**” means any Employee who is employed and remunerated as such by the Employer.

“**Day**” means for full-time Employees 7.6 hours and for part-time Employees the average number of daily hours over the lesser of the period of their employment or the previous 12 months service with the Employer.

“**Employee**” means an Employee of the Employer.

“**Employer**” means Hot Wok Food Makers Pty Ltd (ABN 15 058 494 447)

“**Full-time Employee**” means any Employee who is employed and remunerated as such by the Employer.

“**FWC**” means the Fair Work Commission.

“**Hourly Rate of Pay**” means the minimum hourly rate of pay payable to the Employee for their ordinary hours of work as set out at clause 3.2.1 of the Agreement. ~~The rate of pay is inclusive of a 25% casual loading for casual employees.~~

“**National Employment Standards**” means the minimum standards applying to the employment of Employees as set out in Chapter 2 Part 2-2 of the Act.

“**Ordinary hours of work**” means the relevant hours of work set out in clause 4.1 of this Agreement.

“**Parties**” means the Employer and the Employees.

“**Part-time Employee**” means any Employee employed and remunerated as such by the Employer.

“**Public Holiday**” means each of these days:

- a) New Year’s Day – 1 January, Australia Day – 26 January, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day – 25 April, Christmas Day – 25 December, Boxing Day – 26 December, Queens Birthday, and Labour Day;

- b) Any other day, or part-day, declared or prescribed by or under a law of the relevant State or Territory to be generally observed within that State or Territory, or a region of that State or Territory, as a public holiday, other than a day or part-day, or a kind of day or a part-day, that is excluded by the *Fair Work Regulations 2009* as a public holiday; and
- c) If under (or in accordance with a procedure under) a law of the relevant State or Territory, a day or part-day is substituted for a day or part-day that would be a public holiday because of sub-paragraph (a) above then the substituted day or part-day is the public holiday.

“**Rostered day off**” means the times that are designated on a full-time Employee’s roster as the Employee’s day or days off work.

“**Work Level**” means the work levels set out in clause 3.1 of the Agreement.

1.3. TERM AND OPERATION OF AGREEMENT

1.3.1. Operative Date

This Agreement comes into operation on the first full pay period 7 days after the Agreement is approved by the FWC.

1.3.2. Term of the Agreement

The Agreement shall have a nominal expiry date of four (4) years from the date of the approval of the agreement by the FWC.

1.4. AGREEMENT COVERAGE

This Agreement will apply to the Employer and all Employees classified under this Agreement performing work in the Commonwealth of Australia. It is the intention of the parties to this Agreement that it will exclude and replace all terms and conditions of the *Restaurant Industry Award 2020* and the *Hospitality Industry (General) Award 2020*, any Industrial Agreements or any Industrial Instruments or any variations thereto unless otherwise stated herein.

1.5. EMPLOYEE ACCESS TO COPY OF THE AGREEMENT

Employees will be provided with a copy of the Agreement upon request to the Employer at any time during their employment. A copy of the Agreement will be kept at the premises of the Employer and a copy will after approval be accessible on www.fwc.gov.au (the FWC website).

PART 2

2. WORK CONDITIONS, TRAINING AND DISPUTES

2.1. LETTER OF APPOINTMENT

2.1.1. Letter of Appointment

The Employer will give all Employees a letter setting out the following:

- a) Employment Status (full-time, part-time, or casual); and
- b) Work Level.

2.1.2. Period of Probation

All Employees (except casual Employees) will be subject to a probationary period of six (6) months.

2.2. HIGHER DUTIES

Where an Employee has the necessary competencies to perform higher work level duties, the Employee will be paid for the time worked at those higher work level duties.

2.3. DISPUTE RESOLUTION

2.3.1. Resolving Disputes

All disputes about a provision of this Agreement, the National Employment Standards, or the workplace are to be resolved in accordance with the following:

Step 1 - Resolving Disputes at a workplace level

If the Employer and the affected Employee(s) are in dispute because of a provision of this Agreement or of the Act, then they must genuinely attempt to resolve the dispute at the workplace level. This may involve the affected Employee first discussing the matter with their Supervisor, then with more Senior Management.

Step 2 - Where the dispute cannot be resolved at the workplace level

If a matter cannot be resolved at the workplace level, the Employer or the Employee may refer the matter to the FWC. The parties may agree on the process to be followed by the FWC in dealing with the dispute, including mediation, conciliation and consent arbitration. If the dispute remains unresolved, the FWC may use any method of dispute resolution that is permitted by the Act to use and that it considers appropriate for resolving the dispute.

2.3.2. Employee obligation during a dispute

An Employee must, whilst a dispute is being resolved, continue to work in accordance with their contract of employment unless the Employee has

reasonable concerns about an imminent risk to their health and safety and comply with any reasonable direction(s) given by the Employer to perform other available work either at the same workplace or at another workplace.

2.3.3. Representation of Employees

The Employee may be represented at any of the above steps.

PART 3

3. WORK LEVELS AND WAGES

3.1. WORK LEVELS

The following work levels will apply to the work performed by Employees covered under this Agreement:

INTRODUCTORY LEVEL

3.1.1. Means the level an Employee appointed as such on the basis that they have no previous experience in the Employer's operations. Employees will remain at this level for a period of three (3) months, provided that this period can be extended by mutual agreement between the Employer and Employee a further three (3) months if the Employee does not meet the required standards for promotion to a higher work level.

LEVEL 1

3.1.2. Food and Beverage Attendant grade 1 means an Employee who is engaged in the following:

- a) picking up glasses;
- b) general assistance to Food and Beverage Attendants of a higher grade not including service to customers;
- c) removing food plates;
- d) setting and/or wiping down tables;
- e) cleaning and tidying of associated areas; and
- f) receipt of monies.

3.1.3. Kitchen Attendant grade 1 means an Employee engaged in the following:

- a) 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;
- b) assisting Employees who are cooking;
- c) assembly and preparation of ingredients for cooking; and

- d) general pantry duties.

LEVEL 2

- 3.1.4. Food and Beverage Attendant grade 2** means an Employee who has not achieved the appropriate level of training and who is engaged in the following:
- a) supplying, dispensing or mixing of liquor;
 - b) assisting in the cellar;
 - c) undertaking general waiting duties of both food and/or beverage including cleaning of tables;
 - d) receipt of monies;
 - e) attending a snack bar;
 - f) delivery duties; and
 - g) taking reservations, greeting and seating guests.
- 3.1.5. Cook grade 1** means an Employee who carries out cooking of breakfasts and snacks, baking, pastry cooking or butchering.
- 3.1.6. Kitchen Attendant grade 2** means an Employee who has the appropriate level of training, and who is engaged in specialised non-cooking duties in a kitchen or food preparation area, or supervision of Kitchen Attendants.
- 3.1.7. Clerical grade 1** means an Employee who is required to perform basic clerical and routine office duties such as collating, filing, photocopying, and delivery messages.
- ~~**3.1.8. Storeperson grade 1** means an employee who receives and stores general and perishable goods and cleans the store area.~~

LEVEL 3

- 3.1.9. Food and Beverage Attendant grade 3** means an Employee who has the appropriate level of training and is engaged in the following:
- a) supplying, dispensing or mixing of liquor;
 - b) assisting in the cellar;
 - c) undertaking general wait duties of both food and liquor including cleaning of tables;
 - d) receipt of monies;

- e) assisting in the training and supervision of Food and Beverage Attendants of a lower grade;
- f) delivery duties; and
- g) taking reservations, greeting and seating guests.

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

3.1.11. Kitchen Attendant grade 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.

3.1.12. Clerical grade 2 means an Employee who is engaged in clerical or office duties, such as typing, filing, basic data entry and calculating functions.

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

LEVEL 4

3.1.14. Food and Beverage Attendant grade 4 (tradesperson) means an Employee who has the appropriate level of training and who carries out specialised skilled duties in a fine dining room or restaurant.

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

3.1.16. Clerical grade 3 means an Employee who has the appropriate level of training and performs any of the following:

- a) operates adding machines, switchboard, paging system and calculator;
- b) uses knowledge of keyboard and function keys to enter and retrieve data through computer terminal;
- c) copy types at 25 words per minute with 98% accuracy;
- d) maintains mail register and records;
- e) maintains established paper-based filing/records systems in accordance with set procedures including creating and indexing new files, distributing files within the organisation as requested, monitoring file locations;
- f) transcribes information into records, completes forms, takes telephone messages;

- g) acquires and applies a working knowledge of office or sectional operating procedures and requirements;
- h) acquires and applies a working knowledge of the organisation's structure and personnel in order to deal with inquiries at first instance, locates appropriate staff in different sections, relays internal information, responds to or redirects inquiries, greets visitors;
- i) keeps appropriate records; and
- j) sorts, processes and records original source financial documents (e.g. invoices, cheques, correspondence) on a daily basis, maintains and records petty cash; prepares bank deposits and withdrawal and does banking,

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

- k) operates computerised radio telephone equipment, micro/personal computer, printing devices attached to personal computer, Dictaphone equipment;
- l) produces documents and correspondence using knowledge of standard formats, touch types at 40 words per minute with 98% accuracy, audio types;
- m) uses one or more software application packages developed for a micro/personal computer to operate and populate a database, spreadsheet, worksheet to achieve a desired result; graph previously prepared spreadsheet; use simple menu utilities of computers;
- n) follows standard procedures or template for the preceding functions using existing models/fields of information. Creates and maintains and generates simple reports;
- o) uses a central computer resource to an equivalent standard;
- ~~p) uses one or more software packages to create, format, edit, proof read, spell check, correct, print and save text documents, e.g. standard correspondence and business;~~
- q) takes shorthand notes at 70 wpm and transcribed with 95% accuracy;
- r) arranges travel bookings and itineraries, makes appointments, screens telephone calls, follows visitors protocol procedures, establishes telephone contact on behalf of executive;
- s) applies a working knowledge of the organisation's products/services, functions, locations and clients;
- t) responds to and acts upon most internal/external inquiries in own function area;
- u) uses and maintains a computer-based record management system to identify, access and extract information from internal sources, maintains circulation, indexing and filing systems for publications, reviews files, closes files, archives files; and

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

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

- a) implements quality control techniques and procedures; and
- b) understands and is responsible for a stores/warehouse area or a large section of such an area; and
- c) has a highly developed level of interpersonal and communication skills; and
- d) is able to supervise and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction;

and who may perform indicative tasks such as:

- e) liaising with management, suppliers and customers with respect to stores operations; detailing and co-ordinating activities of other storepersons and acting in a leading hand capacity for in excess of 10 storepersons; and
- f) maintaining control registers including inventory control and being responsible for preparation and reconciliation of regular reports or stock movements, dispatches; and
- g) supervising the receipt and delivery of goods, records, outgoing goods, responsible for the contents of a store.

LEVEL 5

3.1.18. Food and Beverage supervisor 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, and stock control for a series of bars.

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

3.1.20. Clerical supervisor means an Employee who has the appropriate level of training including a supervisory course and who co-ordinates other clerical staff.

LEVEL 6

3.1.21. Cook grade 5 (tradesperson) means a Chef De Partie or equivalent who has completed an apprenticeship or has passed the appropriate trade test or who has the appropriate level of training in cooking, butchering or

pastry cooking and who performs the following:

- a) general and specialised duties including supervision or training of other kitchen staff;
- b) ordering and stock control; and
- c) solely responsible for other cooks and other kitchen Employees in a single kitchen establishment.

3.2. WAGES

3.2.1. Ordinary Hourly Rates of Pay

The ordinary hourly minimum rates of pay are:

WORK LEVEL	FULL-TIME/PART-TIME HOURLY RATE	CASUAL HOURLY RATE (inclusive of 25% casual loading)
INTRODUCTORY		
Adult	20.83	26.04
19 years	17.71	22.13
18 years	14.59	18.23
17 years	12.50	15.62
16 years and under	10.42	13.02
LEVEL 1:		
<ul style="list-style-type: none"> • Food and Beverage Attendant Grade 1 • Kitchen Attendant Grade 1 		
Adult	21.43	26.79
19 years	18.22	22.78
18 years	15.01	18.75
17 years	12.86	16.08
16 years and under	10.72	13.40
LEVEL 2:		
<ul style="list-style-type: none"> • Food and Beverage Attendant grade 2 • Kitchen Attendant grade 2 • Cook grade 1 • Clerical grade 1 • Storeperson grade 1 		
Adult	22.25	27.81
19 years	18.91	23.64
18 years	15.58	19.48
17 years	13.35	16.69
16 years and under	11.13	13.91

WORK LEVEL	FULL-TIME/PART-TIME HOURLY RATE	CASUAL HOURLY RATE (inclusive of 25% casual loading)
LEVEL 3: <ul style="list-style-type: none"> • Food and Beverage Attendant grade 3 • Kitchen Attendant grade 3 • Cook grade 2 • Clerical grade 2 • Storeperson grade 2 		
Adult	23.02	28.77
19 years	19.57	24.46
18 years	16.12	20.15
17 years	13.81	17.27
16 years and under	11.51	14.39
LEVEL 4 <ul style="list-style-type: none"> • Food and Beverage Attendant grade 4 (tradesperson) • Cook grade 3 (tradesperson) • Clerical grade 3 • Storeperson grade 3 		
Adult	24.25	30.30
19 years	20.61	25.77
18 years	16.98	21.22
17 years	14.55	18.19
16 years and under	12.13	15.16
LEVEL 5 <ul style="list-style-type: none"> • Food and Beverage supervisor • Cook grade 4 (tradesperson) • Clerical supervisor 		
Adult	25.77	32.21
19 years	21.91	27.39
18 years	18.04	22.55
17 years	15.46	19.33
16 years and under	12.89	16.12
LEVEL 6 <ul style="list-style-type: none"> • Cook grade 5 (tradesperson) 		
Adult	26.46	33.08
19 years	22.49	28.12
18 years	18.52	23.16
17 years	15.88	19.85
16 years and under	13.23	16.54

3.3. JUNIORS, TRAINEES AND APPRENTICES

3.3.1. Juniors

All Employees under the age of 20 years will be regarded as junior Employees. Junior Employees will be paid the hourly rates of pay set out in clause 3.2.1 of the Agreement.

3.3.2. Trainees

All full-time/part-time Employees undertaking an approved traineeship with a registered training organisation will be paid the applicable introductory rate of pay based on their age.

3.3.3. Apprentices

All Employees undertaking an approved apprenticeship will be paid the following rates of pay:

Year/Stage	Apprentice under 21 years	Apprentice over 21 years
1	13.34	19.40
2	15.77	20.83
3	19.40	20.83
4	23.04	24.25

3.4. PAYMENT OF WAGES

3.4.1. When will wages be paid?

The Employer will pay an Employee's wage for either a weekly or fortnightly period, by means of direct credit (Electronic Funds Transfer) into a bank account nominated by the Employee within 3 business days of the end of each pay period.

3.4.2. Notification of a change to the pay period

The Employer can change an Employee's pay period upon giving at least 4 weeks' notice in writing of the change.

3.4.3. Where a public holiday falls on the nominated payday

The Employer will use their best endeavours to pay the Employee's wages prior to a public holiday that falls on their payday, however if they are unable to do so then their wages will be paid by the next normal banking day after the public holiday.

3.5. SUPERANNUATION

The Employer will contribute on a monthly or quarterly basis in arrears an amount equal to 9.5% of the Employee's ordinary time earnings into a complying fund as agreed between the Employer and the Employee in accordance with the relevant superannuation legislation.

PART 4

4. WORK HOURS AND BREAKS

4.1. HOURS OF WORK

4.1.1. Hours of work – Full-time Employees

The arrangement of hours of work for a full-time Employee will be as follows:

- a) An average of 38 ordinary hours per week. Provided that this can be averaged over a 2, 3, or 4 week period;
- b) A minimum of 6 hours and a maximum of 11 and a half hours may be worked on any one day, exclusive of meal break intervals;
- c) All ordinary time worked to be within a span of 12 hours per day;
- d) 8 rostered days off per 4-week cycle;
- e) A maximum of 10 consecutive days may be worked with up to 4 rostered days off, provided that the Employees do not work more than 10 hours per day. If an Employee works more than 10 hours per day, the Employee cannot be rostered to work more than 3 consecutive days without a break of at least 48 hours;
- f) The minimum break between the end of one day and the commencement of work on the following day must be 10 hours. In the case of a changeover of rosters the minimum break must be eight hours;
- g) Broken shifts may be worked, but the spread of hours can be no greater than 12 hours per day;
- h) An Employee under 18 years of age must not be required to work more than 10 hours in a shift.

4.1.2. Hours of Work – Part-time Employees

The hours of work for a part-time Employee will be implemented within the following parameters:

- a) A minimum of 8 hours per week and up to a maximum of 38 hours per week (or if on a roster, average of at least 8 hours and fewer than 38 hours per week, over the roster cycle);
- b) A minimum of 3 hours and a maximum of 11 and a half hours in a day;
- c) All ordinary time worked to be within a span of 12 hours per day;
- d) An Employee must have two days off each week;

- e) The minimum break between the end of one day and the commencement of another day must be 10 hours. In the case of a changeover of rosters the minimum break must be 8 hours; and
- f) Broken shifts may be worked by mutual agreement, but the spread of hours can be no greater than 12 hours per day.
- g) At the time of engagement, the Employer and the part-time Employee will agree in writing upon:
 - i. the number of hours of work which is guaranteed to be provided and paid to the Employee each week or, where the Employer operates a roster, the number of hours of work which is guaranteed to be provided and paid to the Employee over the roster cycle (the guaranteed hours); and
 - ii. the days of the week, and the periods in each of those days, when the Employee will be available to work the guaranteed hours (the Employee's availability).
- h) Any change to the guaranteed hours may only occur with the written consent of the part-time Employee.
- i) The Employer may roster the working of the Employee's guaranteed hours and any additional hours, provided that:
 - i. the Employee may not be rostered for work any hours outside the Employee's availability;
 - ii. the Employee must not be rostered to work in excess of eleven and a half or less than 3 hours in a day; and
 - iii. the Employee must have two days off each week.

4.1.3. Hours of Work – Casual Employees

- a) All casual Employees will work a minimum of 2 hours and a maximum of 12 hours per day or per shift.
- b) All casual Employees will work for a maximum of 38 hours per week or, where the casual Employee works in accordance with a roster, an average of 38 hours per week over the roster cycle (which may not exceed 4 weeks, unless otherwise permitted under this Agreement).

4.2. OVERTIME

4.2.1. Overtime

The Employer may direct and require an Employee to work reasonable overtime at overtime rates. All hours directed and required to be worked by any Employee in excess of the maximum hours of work set out in clauses 4.1.1 or 4.1.2 or 4.1.3 of this Agreement shall be deemed overtime. All hours directed and required to be worked by a part-time

employee in excess of the Employees rostered hours shall be deemed overtime. Overtime worked on any day stands alone.

4.2.2. Overtime Penalties

- a) Monday to Friday - Overtime worked will be paid at 50% additional for the first 2 hours and 100% additional for each hour thereafter.
- b) Between midnight Friday and midnight Sunday – Overtime worked will be paid at 100% additional for each hour.
- c) On a rostered day off all time worked will be paid at 100% additional for all the time worked. An Employee made to work on a rostered day off will be paid for a minimum 4 hours even if the Employee works for less than 4 hours.

4.2.3. Approval of Overtime

An Employee will only work overtime as per clause 4.2.1 and 4.2.2 if it has been directed and required by the Employer. Notwithstanding this and clauses 4.2.1 and 4.2.2, voluntary additional hours may be undertaken by an Employee where the Employer states that additional work is available to the Employee. An Employee must make written application to undertake voluntary additional hours. Voluntary additional hours shall only be worked by the Employee with the written consent /agreement of the Employer. No Employee can be required or directed to undertake voluntary additional hours under this clause. All voluntarily additional hours worked by an Employee in excess of their ordinary hours of work, shall be deemed voluntary additional hours. All voluntary additional hours worked by an Employee shall be paid at the Employee's ordinary hourly rate of pay as set out in clause 3.2.1. No additional or extra payments including for overtime penalty rates under this Agreement will be made for voluntary additional hours worked by an Employee. The written application to undertake voluntary additional hours shall remain in force until varied or ceased in writing by the Employee.

4.3. ROSTERS/SCHEDULING

4.3.1. Rosters

The Employer may roster all Employees based on their initial availability, business needs, hours of operation, level of responsibility, skill level, holidays, and any illnesses.

4.3.2. Designated Availability

The Employer will enable the Employee to take time off depending on their individual circumstances or needs and if the following procedure is complied with:

- a) approval is given by the Employee's Manager; and
- b) the Employer has noted the Employee's unavailability for the day(s) in that roster cycle at least 14 days before the commencement of the roster cycle.

4.3.3. Posting of Roster

Rosters for all Employees will be drawn up and where practicable posted 7 days in advance of the commencement of the roster cycle.

4.3.4. Change of Roster

Rosters may be changed either before or during a roster cycle on giving the Employee at least three days' notice or a lesser period as mutually agreed between the Employee and the Employer. Provided that in the case of emergency, unforeseen operational contingency, absenteeism, or sickness the Employer is required to give the Employee no notice provided they take into account the Employee's individual needs and circumstances.

4.4. BREAKS**4.4.1. Meal Break**

All Employees are entitled to an unpaid meal break of 30 minutes if they work more than 5 consecutive hours in a shift.

4.4.2. Taking of the meal break

The unpaid meal break will be taken at a time designated by the Employer.

4.4.3. Rest Break

An Employee will be entitled to one paid 10-minute rest break after 5 continuous hours of work, which will be taken at a time directed by the Employer. If an Employee is required to work more than 5 hours after the Employee is given the unpaid meal break, the Employee must be given an additional 20-minute paid break.

4.5 PENALTY RATES

-
- a) A fulltime or parttime employee who is directed and required by the Employer to work ordinary hours on:
 - i. A Saturday, will be paid an additional 25% loading of the applicable hourly rate for each hour worked;
 - ii. A Sunday, will be paid an additional 50% of the applicable hourly rate of pay for each hour worked;
 - iii. Monday to Friday between 7.00pm and midnight, will be paid an additional \$2.31 for each hour worked;
 - iv. Monday to Friday between midnight and 7.00am, will be paid an additional \$3.46 for each hour worked.
 - b) A casual Employee who is directed and required to work ordinary hours of work by the Employer on:

- i. A Saturday, will be paid the applicable ordinary hourly rate of pay which would apply to a permanent Employee at the same Level as set out in clause 3.2.1, plus an additional 50% loading of the applicable ordinary hourly rate for each hour worked;
 - ii. A Sunday, will be paid applicable ordinary hourly rate of pay which would apply to a permanent Employee at the same Level as set out in clause 3.2.1, plus an additional 75% of the applicable ordinary hourly rate of pay for each hour worked;
 - iii. Monday to Friday between 7.00pm and midnight, will be paid their ordinary casual hourly rate of pay as set out at clause 3.2.1 and an additional \$2.31 for each hour worked;
 - iv. Monday to Friday between midnight and 7.00am, will be paid their ordinary casual hourly rate of pay as set out at clause 3.2.1 and an additional \$3.46 for each hour worked.
- c) Notwithstanding the above at a) and b), where an Employee voluntarily makes an application in writing to the Employer and the Employer consents/agrees in writing, the times at which and the days on which ordinary hours are worked may include between 7pm and 7am Monday to Friday, anytime on Saturdays and/or anytime on Sundays. If an Employee voluntarily makes the written application to work ordinary hours between 7pm and 7am Monday to Friday and/or at any time on Saturdays and/or at any time on Sundays and the Employer consents/agrees in writing, then the Employee will be paid for such hours worked at the Employee's ordinary hourly rates of pay as set out in clause 3.2.1. No additional or extra payments including for penalty rates as above under this Agreement will be made for such hours worked. The written application shall remain in force until varied or ceased in writing by the Employee.

4.6 PENALTY RATES NOT CUMULATIVE

The penalty rates contained in clauses 4.2 and 4.5 are not cumulative. Only one penalty rate is payable for hours worked at a particular time. Where an Employee works hours covered by more than one penalty rate at a particular time, only the higher applicable penalty rate is payable, but no other applicable penalty rate is payable.

PART 5

5. LEAVE AND PUBLIC HOLIDAYS

5.1. ANNUAL LEAVE

5.1.1. Leave Entitlement

- a) Employees shall be entitled to annual leave subject to and in accordance with the provisions of the National Employment Standards. It does not apply to casual Employees.
- b) For each year of service, an Employee is entitled to 4 weeks of paid annual leave.

- c) For the purpose of the additional week of leave provided by the National Employment Standards, a shift-worker is a seven-day shift-worker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven hours a shift.

5.1.2. Payment for Annual Leave

- a) The National Employment Standards prescribe the basis for payment for annual leave, including payment for untaken leave upon the termination of employment.
- b) In addition to the payment provided for in the National Employment Standards, an Employer is required to pay an additional leave loading of 17.5% of that payment.

5.1.3. Close-down

An Employer may require an Employee to take annual leave as part of a close-down of its operations, by giving at least four weeks' notice.

5.1.4. Excessive Leave Accruals: General Provision

- a) An Employee has an excessive leave accrual if the Employee has accrued more than 8 weeks' paid annual leave (or 10 weeks paid annual leave for a shift worker, as defined by clause 5.1.1 (c)).
- b) If an Employee has an excessive leave accrual, the Employer or the Employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- c) Clause 5.1.5 sets out how the Employer may direct an Employee who has an excessive leave accrual to take paid annual leave.
- d) Clause 5.1.6 sets out how an Employee who has an excessive leave accrual may require the Employer to grant paid annual leave requested by the Employee.

5.1.5. Excessive Leave Accruals: Directions by Employer that leave can be taken

- a) If the Employer has genuinely tried to reach agreement with an Employee under clause 5.1.4(b) but agreement is not reached (including because the Employee refuses to confer), the Employer may direct the Employee in writing to take one or more periods of paid annual leave.
- b) However, a direction by the Employer under paragraph (a):
 - i. is of no effect if it would result at any time in the Employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 5.1.4, 5.1.5 or 5.1.6 or otherwise agreed by the Employer and Employee) are taken into

account; and

- ii. must not require the Employee to take any period of paid annual leave of less than one week; and
 - iii. must not require the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - iv. must not be inconsistent with any leave arrangement agreed by the Employer and Employee.
- c) The Employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
 - d) An Employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

5.1.6. Excessive Leave Accruals: Request by Employee for leave

- a) If an Employee has genuinely tried to reach agreement with the Employer under clause 5.1.4(b) but agreement is not reached (including because the Employer refuses to confer), the Employee may give a written notice to the Employer requesting to take one or more periods of paid annual leave.
- b) However, an Employee may only give a notice to the Employer under paragraph (a) if:
 - i. The Employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - ii. The Employee has not been given a direction under clause 5.1.5 (a) that, when any other paid annual leave arrangements (whether made under clause 5.1.4, 5.1.5 or 5.1.6 or otherwise agreed by the Employer and Employee) are taken into account, would eliminate the Employee's excessive leave accrual.
- c) A notice given by the Employee under paragraph (a) must not:
 - i. if granted, result in the Employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 5.1.4, 5.1.5 or 5.1.6 or otherwise agreed by the Employer and Employee) are taken into account; or
 - ii. provide for the Employee to take any period of paid annual leave of less than one week; or
 - iii. provide for the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - iv. be inconsistent with any leave arrangement agreed by the

Employer and Employee.

- v. An Employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shift worker, as defined by 5.1.1 (c) in any period of 12 months.
- vi. The Employer must grant paid annual leave requested by a notice under paragraph (a).

5.1.7. Annual Leave in Advance

- a) The Employer and Employee may agree in writing to the Employee taking a period of paid annual before the Employee has accrued an entitlement to the leave.
- b) An agreement must:
 - i. State the amount of leave to be taken in advance and the date of which leave is to commence; and
 - ii. Be signed by the Employer and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- c) The Employer must keep a copy of any agreement under clause 5.1.7 as an Employee record.
- d) If, on the termination of the Employee's employment, the Employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 5.1.7 the Employer may deduct from any money due to the Employee on termination an amount equal to the amount that was paid to the Employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

5.1.8. Cashing out of Annual Leave

- a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 5.1.8.
- b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 5.1.8.
- c) The Employer and an Employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the Employee.
- d) An agreement under clause 5.1.8 must state:
 - i. The amount of leave to be cashed out and the payment to be made to the Employee for it; and
 - ii. The date on which the payment is to be made.
- e) An agreement under clause 5.1.8 must be signed by the Employer

and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.

- f) The payment must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made.
- g) An agreement must not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- i) The Employer must keep a copy of any agreement under clause 5.1.8 as an Employee record.

5.1.9. Shutdown Period

- a) The Employer may direct an Employee to take annual leave during all or part of a period deemed a shutdown period.
- b) The Employer may direct an Employee to take all or part of their annual leave entitlement by giving the Employee at least four weeks' notice.

5.2. Personal/Carer's Leave

Personal/Carer's Leave is provided for in the NES.

Evidence Requirements: If requested by the Employer, the Employee must provide a medical certificate or such other evidence as will prove to the Employer's reasonable satisfaction that the absence from work was for the reasons set out in the National Employment Standards.

5.3. Compassionate Leave

Compassionate leave is provided for in the National Employment Standards.

5.4. Community Service Leave

Community Service leave is provided for in the National Employment Standards.

5.5. Long Service Leave

All Employees covered by this Agreement shall be entitled to long service leave subject to and in accordance with the provisions of the applicable Queensland legislation.

5.6. Parental leave

Parental leave is provided for in the National Employment Standards and the *Paid Parental Leave Act 2010* (Cth).

5.7. Family & Domestic Violence Leave

Family & domestic violence leave is provided for in the National Employment Standards.

5.8. Public Holidays

- 5.8.1. The Employer can reasonably direct and require an Employee to work on a day recognised as a Public Holiday for the purposes of this Agreement. If an Employee is directed and required to work on a Public Holiday, they will be paid at the relevant ordinary hourly rate of pay plus the following penalty rates:

Type of employment	Public holidays
	%
Full-time and part-time	225
Casual Introductory Level, Level 1, Level 2	250
Casual Level 3 to Level 6	250

- 5.8.2. A Casual Employee who works on a Public Holiday is entitled to a minimum payment for two (2) hours work, even if required to work for less than two (2) hours.
- 5.8.3. An Employee other than a casual Employee who works on a Public Holiday is entitled to a minimum payment of four (4) hours work, even if required to work for less than four (4) hours.
- 5.8.4. All Employees, other than Casuals, who are regularly rostered to work on a day that a Public Holiday falls will have a day off from duty without loss of ordinary time payment; or be provided with an alternative day off within 28 days; or receive an additional day's annual leave.
- 5.8.5. ~~By agreement between the Employee and the Employer, a designated Public Holiday can be swapped to another day agreed to by the Employee and Employer.~~
- 5.8.6. Notwithstanding the above clause 5.8.1, where an Employee voluntarily makes an application in writing to the Employer and the Employer consents/agrees in writing, the days on which ordinary hours are worked may include public holidays. If an Employee voluntarily makes a written application to work ordinary hours on public holidays and the Employer consents/agrees in writing, then the Employee will be paid for such hours worked at the ordinary time rates of pay provided for in clause 3.2.1. No additional or extra payments including for penalty rates at clause 5.8.1 under the Agreement will be made for such hours worked. The written application shall remain in force until varied or ceased in writing by the Employee.

PART 6

6. ENDING WORK AND STAND DOWN

6.1. TERMINATION OF EMPLOYMENT

6.1.1. Period of notice by the Employer

Subject to clause 6.1.3, the Employer must not terminate a full-time or part-time Employee's employment unless the Employer has given the full-time or part-time Employee written notice of the day of the termination (which cannot be before the day the notice is given) and must provide the following period of notice that is either worked out by the full-time/part-time Employee or the Employer has paid the full-time/part-time Employee payment in lieu of the notice at the full rate of pay for the hours the full-time/part-time Employee would have worked had the employment continued until the end of the period of notice:

Employee's period of continuous service with the Employer at the end of the day the notice is given	Employee under 45 years old	Employee 45 years old and over
Less than 1 year	1 week	1 week
1 year but less than 2 years	2 weeks	2 weeks
2 years but less than 3 years	2 weeks	3 weeks
3 years but less than 5 years	3 weeks	4 weeks
5 years and over	4 weeks	5 weeks

6.1.2. Making a payment in lieu of the Period of Notice

The Employer may make payment in lieu of the period of notice to a full-time/part-time Employee or may consent to the full-time/part-time Employee working out part of the period of notice and making a payment for the remainder of the notice period.

6.1.3. When the Employer is not required to provide the period of notice?

The period of notice set out in clause 6.1.1 does not apply to the following Employees:

- a) An Employee whose employment is terminated because of serious misconduct;
- b) An Employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement;
- c) A casual Employee;
- d) Employees employed for a specified period of time or for a specified task or for the duration of a specified season; or
- e) An Employee prescribed by the Act or the *Fair Work Regulations* 2009.

6.1.4. Serious Misconduct

Depending on the circumstances the term serious misconduct includes, but is not limited to:

- a) Failure to follow a reasonable and lawful direction of the employer;
- b) Unauthorised removal or wilful destruction of the Employer's property;
- c) Fraud or attempted fraud against the Employer (e.g. falsification of timesheets);
- d) Working under the influence of alcohol and/or illegal substances or intoxicants;
- e) Possession, consumption, use or sale of illegal substance or intoxicants at the workplace;
- f) Deliberate acts of negligence or serious breaches of workplace health and safety;
- g) A serious breach of the Employer's policy or procedures; and
- h) All forms of discrimination and harassment (e.g. bullying, sexual harassment, etc).

6.1.5. Notice of Termination by an Employee

A full-time or part-time Employee is required to give the Employer the same notice of their resignation as clause 6.1.1 except that the Employee does not have to give additional notice based on the age of the Employee. The Employer and the Employee can mutually agree on a lesser period of notice required to be given by the Employee.

6.1.6. Payment for Notice

~~The Employer will only pay the Employee for the remainder of the notice period not worked if the Employee is available to work and has not been terminated for serious misconduct, or has agreed to work out a shorter notice period.~~

6.1.7. Authorised Deduction by the Employer for any notice not worked

If an Employee who is over 18 years old fails to give the notice required or agreed on resignation, the Employer may deduct from wages due to the Employee an amount that is no more than one week's wages for the Employee.

6.2. REDUNDANCY

6.2.1. Entitlement to redundancy pay

An Employee is entitled to be paid a redundancy pay by the Employer if the Employee's employment is terminated:

- a) at the Employer's initiative because the Employer no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
- b) because of the insolvency or bankruptcy of the Employer.

6.2.2. Notification of Redundancy to an Employee

The Employer must provide the Employee written notice of the day of the Employees termination (which cannot be before the day the notice is given) in accordance with the provisions of clause 6.1.1 of this Agreement.

6.2.3. Time off During Notice Period

An Employee whose job is redundant will be entitled to 1 day off per week paid at their hourly rate of pay to seek alternative employment. This time off will not apply where internal redeployment is offered.

6.2.4. Amount of Redundancy

Subject to clauses 6.2.5 and 6.2.6, the amount of redundancy pay equals the total amount payable to the Employee for the redundancy using the following table at the Employee's hourly rate of pay for the Employee's ordinary hours of work:

Employee's period of continuous service with the Employer on termination	Redundancy pay period
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

6.2.5. Exclusions from obligation to pay redundancy pay

The Employer is excluded from the obligation to pay redundancy pay if:

- a) immediately before the time of the termination, or at the time when the Employee was given notice of termination the Employee's period of service with the Employer is less than 12 months;

- b) a casual Employee;
- c) the Employee is employed for a specified period or task; or
- d) the Employee is dismissed for serious misconduct.

6.2.6. Variation of redundancy pay for the other employment or incapacity to pay

If an Employee is entitled to be paid an amount of redundancy pay by the Employer and the Employer:

- a) Obtains other acceptable employment for the Employee; or
- b) Cannot pay.

The Employer may apply to the FWC for a determination that the amount of redundancy pay is reduced to a specified amount that FWC considers appropriate.

6.2.7. National Employment Standards

This clause does not reduce any additional entitlements as set out under Subdivision B of Division 11 of Part 2-2 of the Act.

6.3. STAND DOWN/SUSPENSION

6.3.1. Stand Down Without Pay

The Employer may stand down an Employee without pay for a temporary period due to circumstances beyond their control (i.e. cyclonic or flood conditions preventing access to work for some or all staff at a particular premise of the Employer, a pandemic that requires for any reason a reduction in staff or a forced closure of all or part of the Employers operations or premises, a mechanical breakdown or other failure such as the cessation of water, electrical or gas supply that shuts down all or part of the Employer's operations) that prevents the Employee from being usefully employed.

6.3.2. Access to Annual Leave or Unpaid Leave

An Employee may with the Employer's consent take paid annual leave during all or part of a period during which the Employee would otherwise be stood down under this provision.

PART 7

7. MISCELLANEOUS

7.1. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

7.1.1. The Employer and an Employee may make an Individual Flexibility Agreement to vary the effects of terms of the Agreement if:

- a) the Individual Flexibility Agreement deals with one or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime;
 - iii. penalty;
 - iv. allowances; or
 - v. leave loading and
- b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a); and
- c) the arrangement is genuinely agreed to by the Employer and the Employee.

7.1.2. The Employer must ensure that the terms of the Individual Flexibility Agreement:

- a) are about permitted matters under section 172 of the Act; and
- b) are not unlawful terms under section 194 of the Act; and
- c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

7.1.3. The Employer must ensure that the Individual Flexibility Agreement:

- a) is in writing; and
- b) includes the name of the Employer and Employee; and
- c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- d) includes details of:
 - i. the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and

iii. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

e) states the day on which the arrangement commences.

7.1.4. The Employer must give the Employee a copy of the Individual Flexibility Agreement within 14 days after it is agreed to.

7.1.5. The Employer or Employee may terminate an Individual Flexibility Agreement:

a) By giving 28 days written notice to the other party; and

b) If the Employer and Employee agree in writing at any time.

7.2. CONSULATIVE TERM

7.2.1. Model consultation term

This term applies if the Employer:

a) Has made a definite decision to introduce a major change in production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or

b) Proposes to introduce a change to the regular roster or ordinary hours of work of Employees, other than an Employee whose working hours are irregular, sporadic or unpredictable.

7.2.2. Major Change

For a major change referred to in clause 7.2.1 (a) above:

a) The Employer must notify the relevant Employees of the decision to introduce the major change; and

b) Clauses 7.2.3 to 7.2.9 apply.

7.2.3. The relevant Employees may appoint a representative for the purposes of the procedures in this term. If:

a) A relevant Employee appoints, or relevant Employees appoint, a representative for the purpose of consultation; and

b) The Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

7.2.4. As soon as practicable after making its decision, the Employer must:

a) Discuss with the relevant Employees:

i. the introduction of the change; and

- ii. the effect the change is likely to have on the Employees; and
 - iii. measures the Employer is taking to avoid or reduce the adverse effect of the change on the Employees; and
- b) For the purposes of the discussion – provide, in writing, to the relevant Employees:
- i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the Employees; and
 - iii. any other matters likely to affect the Employees.

7.2.5. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees, if its disclosure would be contrary to the Employer's interests.

7.2.6. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

7.2.7. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in paragraph 7.2.2 (a) and clauses 7.2.3 and 7.2.5 are taken not to apply.

7.2.8. In this clause, a major change is likely to have a significant effect on Employees if it results in:

- a) The termination of the employment of Employees; or
- b) Major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees;
- c) Or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d) The alteration of hours of work; or
- e) The need to retrain Employees; or
- f) The need to relocate Employees to another workplace; or
- g) The restructuring of jobs.

7.2.9. Change to regular roster or ordinary hours of work

For change referred to in paragraph 7.2.9(b):

- a) The Employer must notify the relevant Employees of the proposed change; and
- b) Subclauses 7.2.11 to 7.2.15 apply.

7.2.10. The relevant Employees may appoint a representative for the purposes of the procedures in this term.

7.2.11. If:

- a) A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- b) The Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

7.2.12. As soon as practicable after proposing to introduce the change, the Employer must:

- a) Discuss with the relevant Employees the introduction of the change; and
- b) For the purposes of the discussion – provide to the relevant Employees:
 - i. All relevant information about the change, including the nature of the change; and
 - ii. Information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - iii. Information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
- c) Invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

7.2.13. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

7.2.14. The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

7.2.15. In this term:

relevant Employees means the Employees who may be affected by a change referred to in clause 7.2.1.

7.3. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

7.3.1 Employee may request change in working arrangements

Clause 7.3 applies where an employee has made a request for a change in working arrangements under section 65 of the Act.

7.3.2 Responding to the request

Before responding to a request made under section 65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- a) the needs of the employee arising from their circumstances;
- b) the consequences for the employee if changes in working arrangements are not made; and
- c) any reasonable business grounds for refusing the request.

7.3.3 What the written response must include if the employer refuses the request

Clause 7.3.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 7.3.2. The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply. If the employer and employee could not agree on a change in working arrangements under clause 7.3.2, then the written response under section 65(4) must:

- a) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
- b) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

7.3.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 7.3.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

7.3.5 Dispute Resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 7.3, can be dealt with under clause 2.3.

This Agreement is signed:

For and on behalf of Hot Wok Food Makers Pty Ltd (ABN 15 058 494 447) by their authorised persons as prescribed by the Corporations Act 2001:

A. Latham

Director/Authorised Person

DARREN LATHAM

Print Full Name

LEVEL 18/141 QUEEN ST
BRISBANE Q 4000

Address

25 JUNE 2021

Date

CHIEF HR OFFICER

Position

Witnessed by: *[Signature]*

Witness Signature

[Redacted Name]

Print Full Name

LEVEL 18/141 QUEEN ST
BRISBANE Q 4000

Address

25 JUNE 2021

Date

For and on behalf of the Employees of Hot Wok Food Makers Pty Ltd (ABN 15 058 494 447):

[Redacted Signature]

Employee Representative

[Redacted Name]

Print Full Name

[Redacted Address]

Address

25/6/2021

Date

Witnessed by: [Redacted Signature]

Witness Signature

[Redacted Name]

Print Full Name

[Redacted Address]

Address

25/06/2021

Date

IN THE FAIR WORK COMMISSION

FWC Matter No:

AG2021/6101

Applicant:

Application by Hot Wok Food Makers Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Darren Latham, HR Officer of Hot Wok Food Makers Pty Ltd give the following undertakings with respect to the Hot Wok Food Makers Pty Ltd Workplace Agreement 2021 ("the Agreement"):

1. I have the authority given to me by Hot Wok Food Makers Pty Ltd to provide this undertaking in relation to the application before the Fair Work Commission.
2. The Applicant undertakes that there will be a maximum of 8 days where an employee can work more than 10 ordinary hours a day, over a 4 week cycle.
3. The Applicant will apply clause 29.4(f) and (g) of the Hospitality Industry (General) Award 2020 where the circumstances of those clauses would have applied to any particular employee who would have otherwise been entitled to the benefit of those clauses.
4. The Applicant will apply clause 24.4(d) and (e) of the Restaurant Industry Award 2020 where the circumstances of those clauses would have applied to any particular employee who would have otherwise been entitled to the benefit of those clauses.
5. The Applicant will apply the provisions of clause 26.4 of the Hospitality Industry (General) Award 2020 and clause 21.2 of the Restaurant Industry Award 2020 where the circumstances of those clauses would have applied to any particular employee who would have otherwise been entitled to the benefit of those clauses.



Signature

28 July 2021

Date