

## **Part time and casual employment common issue**

**AM 2014/196 and 197**

### **Submission**

**2 August 2017**

1. This submission is in response to the directions 5 and material filed by the Australian Hotels Association ('AHA') concerning the decision of 5 July 2017 ('the Decision') in AM2014/196 and AM2014/197.

#### **Direction 5**

2. The *Restaurant Industry Award 2010* ('the Restaurant Award') should contain the same part-time employment clause as the Full Bench has determined as appropriate for the *Hospitality Industry (General) Award 2010* ('the Hospitality Award') and the *Registered and Licenced Clubs Award 2010* ('the Clubs Award') (collectively: 'the Hospitality Awards').

#### **Australian Hotels Association**

3. We note the submission made by the AHA on 19 July 2017. We have some concerns about their suggestion of 1 September 2017 as the commencement date for the part time employment provisions in the Hospitality Award. These concerns are as follows. For the sake of convenience and fairness, the same commencement date should be applied to the commencement of the entitlement to overtime for casual employees generally with the new part time provisions. As noted in our submission of 21 July 2017, we do not disagree with a date earlier than 1 December 2017 but significant substantial changes to the Hospitality Awards should commence at the same time together and soon to capture as much of the recruitment for the summer season as possible. Our proposed transitional arrangement would assist in an earlier commencement date being administratively achievable. If the Commission believes this can be done by 1 September 2017, this is an appropriate date for the commencement of both the new part time provisions and the entitlement to overtime for casual employees in the Hospitality Awards. There should not be 2 separate commencement dates as it will be administratively and practically awkward.
4. In relation to clause 29.2 of the Hospitality Award, we note the AHA view that instead of the words '*regular pattern of work*' the words '*ordinary hours*' be used. Some variation to clause 29.2 is likely necessary to accommodate the new part time clause as proposed. A more appropriate phrase may be '*guaranteed hours*' as the clause proposed by the Commission

contemplates some variation in the ordinary hours being worked from week to week in accordance with how the employee is rostered. Therefore the term '*guaranteed hours*' is more appropriate. The clause proposed by the Commission further contemplates '*guaranteed hours*' and '*additional hours*' where overtime will apply. The term '*ordinary hours*' blurs this clear distinction.

**United Voice**

2 August 2017