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Cc: Leanne Cruden; Katie Biddlestone; Matthew Galbraith (matt@sda.org.au); 'jcullinan@raffwu.org.au'
Subject: Four Yearly Review of Modern Award: Fast Food Industry Award 2010: Proceeding No. AM2017/49

Good afternoon

We refer to the above proceedings and the Statement of the Fair Work Commission dated 3 July 2018.

In relation to Statement at [5](2), we attach the following tables in word and pdf format:

1. Comparison of the Fast Food Industry Award 2010 to part-time variations sought by Ai Group;
2. Comparison of the Fast Food Industry Award 2010 to the 5am variation sought by Ai Group; and
3. Comparison of the part-time variations sought by Ai Group to three awards containing flexible part-time clauses.

Kind regards
Katie-Maree

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Comparison of Fast Food Industry Award 2010 to part-time variations sought by The Australian Industry Group

Clause	Fast Food Industry Award 2010	Variations sought by The Australian Industry Group in Draft Determination dated 24 April 2018
Definition of part time employee	12.1 A part-time employee is an employee who: (a) works less than 38 hours per week; and (b) has reasonably predictable hours of work.	12.1 A part time employee is an employee who: (a) Works at least 8 but less than 38 hours per week; (b) Has reasonably predictable hours of work; and (c) Receives on a pro-rata basis, equivalent pay and conditions to those of full- time employees.
Agreement on engagement	12.2 At the time of first being employed, the employer and the part-time employee will agree, in writing, on a regular pattern of work, specifying at least: J the number of hours worked each day; J which days of the week the employee will work; J the actual starting and finishing times of each day; J that any variation will be in writing; J that the minimum daily engagement is three hours; and J the times of taking and the duration of meal breaks.	12.2 At the time of engagement, the employer and the part-time employee will agree in writing upon: (a) the number of hours of work which are 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 are guaranteed to be provided and paid to the employee over the roster cycle (the guaranteed minimum hours); and (b) the days of the week, and the periods in each of those days, when the employee will be available to work the guaranteed minimum hours (the employee's agreed availability).
Minimum engagement	12.5 An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.	12.3 The employee may not be rostered to work less than 3 consecutive hours in any shift.
Guaranteed minimum hours	No equivalent clause	12.4 The guaranteed minimum hours shall not be less than 8 hours per week.
Variation to work	12.3 Any agreement to vary the regular pattern of work will be made in writing before the variation occurs.	12.5 Any change to the guaranteed minimum hours may only occur with written consent of the part-time employee.
Variation to work	12.4 The agreement and any variation to it will be retained by the employer and a copy given by the employer to the employee.	No equivalent clause
Change to guaranteed minimum hours	No equivalent clause	12.6 Where there has been a genuine and ongoing change in the employee's personal circumstances, the employee may alter the days and hours of the employee's agreed availability on 14 days' written notice to the employer. If the alteration to the employee's agreed availability cannot reasonably be accommodated by the employer within the guaranteed minimum hours then, despite clause 12.2, those guaranteed minimum hours will no longer apply and the employer and the employee will need to reach a new agreement in writing concerning guaranteed minimum hours in accordance with clause 12.2.
Additional hours	No equivalent clause	12.7 An employee may be offered ordinary hours in addition to the guaranteed minimum hours (additional hours) within the employee's agreed availability. The employee may agree to work those additional hours provided that: (a) The additional hours are offered in accordance with clause 25 – Hours of Work and clause 26 - Rostering; (b) The employee may not be rostered for work outside of the employee's availability; (c) Agreed additional hours are paid at ordinary rates (including any applicable

Clause	Fast Food Industry Award 2010	Variations sought by The Australian Industry Group in Draft Determination dated 24 April 2018
		<p>penalties payable for working ordinary hours at the relevant times) and accrue entitlements such as annual leave and personal/carer's leave;</p> <p>(d) The agreement to work additional hours may be withdrawn by a part-time employee with 14 days written notice;</p> <p>(e) Additional hours worked in accordance with this clause are not overtime; and</p> <p>(f) Where there is a requirement to work overtime in accordance with clause 26, overtime rates will apply.</p>
Continuation of regular pattern of hours	No equivalent clause	12.8 A part-time employee who immediately prior to (operative date of variation) has a written agreement with their employer for a regular pattern of hours is entitled to continue to be rostered in accordance with that agreement, unless that agreement is replaced by a new written agreement made in accordance with clause 12.2.
Increase to guaranteed minimum hours	No equivalent clause	12.9 Where a part-time employee has over a period of at least 12 months regularly worked a number of ordinary hours that is in excess of the guaranteed minimum hours, the employee may request in writing that the employer agree to increase the guaranteed minimum hours. If the employer agrees to the request, the new agreement concerning guaranteed minimum hours will be recorded in writing. The employer may refuse the request only upon reasonable business grounds, and such refusal must be provided to the employee in writing and specify the grounds for refusal.
Casual Employees	12.6 An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 13 — Casual employment.	12.10 An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 13 — Casual Employment.
Pro-rata rate and overtime	12.7 A part-time employee employed under the provisions of this clause will be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed. All time worked in excess of the hours as agreed under clause 12.2 or varied under clause 12.3 will be overtime and paid for at the rates prescribed in clause 26 - Overtime.	12.11 A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the minimum weekly rate prescribed for the class of work performed.
Rosters	No equivalent clause	26.1 A roster for full-time and part-time employees must be prepared by the employer and made available to the employee which sets out the name of each employee, the days of the week to be worked, and their start and finishing times.
Rosters	No equivalent clause	26.2 The roster will be alterable by mutual consent at any time or by amendment of the roster on seven days' notice.

Clause	Fast Food Industry Award 2010	Variations sought by The Australian Industry Group in Draft Determination dated 24 April 2018
Overtime	26.2 A full-time or part-time employee shall be paid overtime for all work as follows: (a) In excess of: (i) 38 hours per week or an average of 38 hours per week averaged over a four week period; or (ii) five days per week (or six days in one week if in the following week ordinary hours are worked on not more than four days); or (iii) eleven hours on any one day; or	27.2 A full-time employee shall be paid overtime for all work as follows: (a) In excess of: 38 hours per week or an average of 38 hours per week averaged over a four week period; or five days per week (or six days in one week if in the following week ordinary hours are worked on not more than four days); or eleven hours on any one day; or
Overtime	(b) Before an employee's rostered commencing time on any one day; or	(b) Before an employee's rostered commencing time on any one day; or
Overtime	(c) After an employee's rostered ceasing time on any one day; or	(c) After an employee's rostered ceasing time on any one day; or
Overtime	(d) Outside the ordinary hours of work; or	(d) Outside the ordinary hours of work.
Overtime	(e) Hours worked by part-time employees in excess of the agreed hours in clause 12.2 or as varied under clause 12.3.	No equivalent clause
Overtime	No equivalent clause	27.3 A part-time employee shall be paid overtime for all work as follows: (a) In excess of: (i) 38 hours per week; or (ii) five days per week (or six days in one week if in the following week ordinary hours are worked on not more than four days); or (iii) eleven hours on any one day; or (b) Hours worked by a part-time employee outside the employee's availability; or (c) Outside the ordinary hours of work.
Overtime	No equivalent clause	27.4 A part time employee shall be paid overtime if directed to work: (a) Before the employee's rostered commencing time on any one day; or (b) After the employee's rostered ceasing time on any one day.

Clause	Fast Food Industry Award 2010	Variations sought by The Australian Industry Group in Draft Determination dated 24 April 2018
Overtime	No equivalent clause	<p>27.5 Provided that no overtime penalty is payable for hours worked within the employee's availability by the part-time employee in excess of the guaranteed minimum hours that are:</p> <ul style="list-style-type: none"> (a) rostered; or (b) not rostered in advance but agreed to be worked consistent with clause 12.7.

Comparison of Fast Food Industry Award 2010 to 5am variation sought by The Australian Industry Group

Clause	Fast Food Industry Award 2010	Variation sought by The Australian Industry Group in Draft Determination dated 24 April 2018
Sub-clause 25.5(a)(ii)	A loading of 15% will apply for ordinary hours of work between midnight and 6.00 am, and for casual employees this loading will apply in addition to their 25% casual loading.	A loading of 15% will apply for ordinary hours of work between midnight and 6.00 am, and for casual employees this loading will apply in addition to their 25% casual loading. The evening penalty end time (6.00 am) may be altered by up to one hour at the end of the spread (up to 5.00am), by agreement between an employer and the majority of employees concerned.

Comparison of part-time variations sought by The Australian Industry Group to Awards containing flexible part-time provisions

Clause	Variations sought by The Australian Industry Group in Draft Determination dated 24 April 2018	Hospitality Industry (General) Award 2010	Restaurant Industry Award 2010	Registered and Licensed Clubs Award 2010
Definition of part time employee	No equivalent clause	12.1 An employer may employ part-time employees in any classification in this award.	12.1 An employer may employ part-time employees in any classification in this award.	10.4 (a) An employer may employ part-time employees in any classification in this award.
Definition of part time employee	12.1 A part time employee is an employee who: <ul style="list-style-type: none"> (a) Works at least 8 but less than 38 hours per week; (b) Has reasonably predictable hours of work; and (c) Receives on a pro-rata basis, equivalent pay and conditions to those of full-time employees. 	12.2 A part-time employee is an employee who is employed in a classification in Schedule D – Classification Definitions and who: <ul style="list-style-type: none"> (a) is engaged to work at least 8 and less than 38 ordinary hours per week <u>or, where the employer operates a roster, an average of at least 8 and fewer than 38 hours per week over the roster cycle;</u> (b) has reasonably predictable hours of work; and (c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees <u>who do the same kind of work.</u> 	12.2 A part-time employee is an employee who is employed in a classification in Schedule B – Classification Structure and Definitions and who: <ul style="list-style-type: none"> (a) is engaged to work at least 8 and less than 38 ordinary hours per week <u>or, where the employer operates a roster, an average of at least 8 and fewer than 38 hours per week over the roster cycle;</u> (b) has reasonably predictable hours of work; and (c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees <u>who do the same kind of work.</u> 	10.4 (b) A part-time employee is an employee who is employed in a classification in Schedule C – Classifications and who: <ul style="list-style-type: none"> (i) is engaged to work at least 8 and less than 38 ordinary hours per week <u>or, where the employer operates a roster, an average of at least 8 and fewer than 38 hours per week over the roster cycle;</u> (ii) has reasonably predictable hours of work; and (iii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees <u>who do the same kind of work.</u>
Agreement on engagement	12.2 At the time of engagement, the employer and the part-time employee will agree in writing upon: <ul style="list-style-type: none"> (a) the number of hours of work which are 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 are guaranteed to be provided and paid to the employee over the roster cycle (the guaranteed minimum hours); and (b) the days of the week, and the periods in each of those days, when the employee will be available to work the guaranteed minimum hours (the employee’s agreed availability). 	12.3 At the time of engagement the employer and the part-time employee will agree in writing upon: <ul style="list-style-type: none"> (a) 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 (b) the days of the week, and the periods in each of those days, when the employee will available to work the guaranteed hours (the employee’s availability). 	12.3 At the time of engagement the employer and the part-time employee will agree in writing upon: <ul style="list-style-type: none"> (a) 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 (b) the days of the week, and the periods in each of those days, when the employee will available to work the guaranteed hours (the employee’s availability). 	10.4 (c) At the time of engagement the employer and the part-time employee will agree in writing upon: <ul style="list-style-type: none"> (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 available to work the guaranteed hours (the employee’s availability).
Minimum engagement	12.3 The employee may not be rostered to work less than 3 <u>consecutive</u> hours in any <u>shift</u> .	29.2 Part-time employees	12.5 The employer may roster the working of the employee’s guaranteed hours and any	10.4 (e) The employer may roster the working of the employee’s guaranteed

Clause	Variations sought by The Australian Industry Group in Draft Determination dated 24 April 2018	Hospitality Industry (General) Award 2010	Restaurant Industry Award 2010	Registered and Licensed Clubs Award 2010
		A part-time employee's rostered hours of work under clause 12.5 must meet the following conditions: (a) A minimum of three hours <u>and a maximum of 11 and a half hours may be worked on any one day.</u> <u>The daily minimum and maximum hours are exclusive of meal break intervals.</u>	additional hours in accordance with clause 31.6, provided that: ... (b) the employee must not be rostered to work in <u>excess of eleven and a half or less than 3 hours in a day;</u>	hours and any additional hours in accordance with clause 25 – Roster , provided that: ... (ii) the employee must not be rostered to work in <u>excess of 12 or less than 3 hours in a day;</u> and
Guaranteed minimum hours	12.4 The guaranteed minimum hours shall not be less than 8 hours per week.	12.2 A part-time employee is an employee who is employed in a classification in Schedule D – Classification Definitions and who: (a) <u>is engaged to work at least 8 and less than 38 ordinary hours per week or, where the employer operates a roster, an average of at least 8 and fewer than 38 hours per week over the roster cycle;</u>	12.2 A part-time employee is an employee who is employed in a classification in Schedule B – Classification Structure and Definitions and who: (a) <u>is engaged to work at least 8 and less than 38 ordinary hours per week or, where the employer operates a roster, an average of at least 8 and fewer than 38 hours per week over the roster cycle;</u>	10.4 (b) A part-time employee is an employee who is employed in a classification in Schedule C – Classifications and who: (i) <u>is engaged to work at least 8 and less than 38 ordinary hours per week or, where the employer operates a roster, an average of at least 8 and fewer than 38 hours per week over the roster cycle;</u>
Variation to work	12.5 Any change to the guaranteed <u>minimum</u> hours may only occur with written consent of the part-time employee.	12.4 Any change to the guaranteed hours may only occur with the written consent of the part-time employee.	12.4 Any change to the guaranteed hours may only occur with the written consent of the part-time employee.	10.4 (d) Any change to the guaranteed hours may only occur with the written consent of the employee.
Change to guaranteed minimum hours	12.6 Where there has been a genuine and ongoing change in the employee's personal circumstances, the employee may alter the days and hours of the employee's agreed availability on 14 days' written notice to the employer. If the alteration to the employee's agreed availability cannot reasonably be accommodated by the employer within the guaranteed minimum hours then, despite clause 12.2, those guaranteed minimum hours will no longer apply and the employer and the employee will need to reach a new agreement in writing concerning guaranteed minimum hours in accordance with clause 12.2.	12.7 Where there has been a genuine and ongoing change in the employee's personal circumstances, the employee may alter the days and hours of the employee's availability on 14 days' written notice to the employer. If the alteration to the employee's availability cannot reasonably be accommodated by the employer within the guaranteed hours then, despite clause 12.4, those guaranteed hours will no longer apply and the employer and the employee will need to reach a new agreement in writing concerning guaranteed hours in accordance with clause 12.3(a).	12.7 Where there has been a genuine and ongoing change in the employee's personal circumstances, the employee may alter the days and hours of the employee's availability on 14 days' written notice to the employer. If the alteration to the employee's availability cannot reasonably be accommodated by the employer within the guaranteed hours then, despite clause 12.4, those guaranteed hours will no longer apply and the employer and the employee will need to reach a new agreement in writing concerning guaranteed hours in accordance with clause 12.3(a).	10.4 (g) Where there has been a genuine and ongoing change in the employee's personal circumstances, the employee may alter the days and hours of the employee's availability on 14 days' written notice to the employer. If the alteration to the employee's availability cannot reasonably be accommodated by the employer within the guaranteed hours then, despite clause 10.4(d), those guaranteed hours will no longer apply and the employer and the employee will need to reach a new agreement in writing concerning guaranteed hours in accordance with clause 10.4(c).
Additional hours and overtime	12.7 An <u>employee may be offered ordinary hours in addition to the guaranteed minimum hours (additional hours) within the employee's agreed availability.</u> The employee may agree to work those additional hours provided that:	12.5 The <u>employer may roster the working of the employee's guaranteed hours and any additional hours</u> in accordance with clause 29.2 – Part-time employees and clause 30 - Rostering , provided that:	12.5 The <u>employer may roster the working of the employee's guaranteed hours and any additional hours in accordance with clause 31.6</u> , provided that:	10.4 (e) <u>The employer may roster the working of the employee's guaranteed hours and any additional hours in</u>

Clause	Variations sought by The Australian Industry Group in Draft Determination dated 24 April 2018	Hospitality Industry (General) Award 2010	Restaurant Industry Award 2010	Registered and Licensed Clubs Award 2010
	<p>(a) The additional hours are offered in accordance with clause 25 – Hours of Work and clause 26 - Rostering;</p> <p>(b) The employee may not be rostered for work outside of the employee’s availability;</p> <p>(c) <u>Agreed additional hours are paid at ordinary rates (including any applicable penalties payable for working ordinary hours at the relevant times) and accrue entitlements such as annual leave and personal/carer’s leave;</u></p> <p>(d) <u>The agreement to work additional hours may be withdrawn by a part-time employee with 14 days written notice;</u></p> <p>(e) <u>Additional hours worked in accordance with this clause are not overtime;</u> and</p> <p>(f) Where there is a requirement to work overtime in accordance with clause 26, overtime rates will apply.</p>	<p>(a) the employee may not be rostered for work for any hours outside the employee’s availability; and</p> <p><u>(b) the employee must have two days off each week.</u></p> <p>12.8 <u>All time worked in excess of:</u></p> <p><u>(a) 38 hours per week or, where the employee works in accordance with a roster, an average of 38 hours per week over the roster cycle; or</u></p> <p><u>(b) the maximum hours limitations specified in clause 29.2; or</u></p> <p><u>(c) the employee’s rostered hours;</u></p> <p><u>will be overtime and paid for at the rates prescribed in clause 33 – Overtime rates.</u></p>	<p>(a) the employee may not be rostered for work for any hours outside the employee’s availability;</p> <p>(b) <u>the employee must not be rostered to work in excess of eleven and a half or less than 3 hours in a day; and</u></p> <p>(c) <u>the employee must have two days off each week.</u></p> <p>12.8 <u>All time worked in excess of:</u></p> <p><u>(a) 38 hours per week or, where the employee works in accordance with a roster, an average of 38 hours per week over the roster cycle; or</u></p> <p><u>(b) the maximum hours limitations specified in clause 31.2; or</u></p> <p><u>(c) the employee’s rostered hours;</u></p> <p><u>will be overtime and paid for at the rates prescribed in clause 33.2 – Overtime rates.</u></p>	<p>accordance with clause 25 – Roster, provided that:</p> <p>(i) the employee may not be rostered for work for any hours outside the employee’s availability;</p> <p>(ii) <u>the employee must not be rostered to work in excess of 12 or less than 3 hours in a day; and</u></p> <p>(iii) <u>the employee must have two days off each week.</u></p> <p>...</p> <p>(h) <u>All time worked in excess of:</u></p> <p><u>(i) 38 hours per week or, where the employee works in accordance with a roster, an average of 38 hours per week over the roster cycle; or</u></p> <p><u>(ii) the employee’s rostered hours;</u></p> <p><u>will be overtime and paid for at the rates prescribed in clause 28.3.</u></p>
Continuation of regular pattern of hours	12.8 A part-time employee who immediately prior to (operative date of variation) has a written agreement with their employer for a regular pattern of hours is entitled to continue to be rostered in accordance with that agreement, unless that agreement is replaced by a new written agreement made in accordance with clause 12.2.	12.11 A part-time employee who immediately prior to <u>1 January 2018</u> has a written agreement with their employer for a regular pattern of hours is entitled to continue to be rostered in accordance with that agreement, unless that agreement is replaced by a new written agreement made in accordance with clause 12.3.	12.11 A part-time employee who immediately prior to <u>1 January 2018</u> has a written agreement with their employer for a regular pattern of hours is entitled to continue to be rostered in accordance with that agreement, unless that agreement is replaced by a new written agreement made in accordance with clause 12.3.	10.4 (k) A part-time employee who immediately prior to <u>1 January 2018</u> has a written agreement with their employer for a regular pattern of hours is entitled to continue to be rostered in accordance with that agreement, unless that agreement is replaced by a new written agreement made in accordance with clause 10.4(c).
Increase to guaranteed minimum hours	12.9 Where a part-time employee has over a period of at least 12 months regularly worked a number of ordinary hours that is in excess of the guaranteed minimum hours, the employee may request in writing that the employer agree to increase the guaranteed minimum hours. If the employer agrees to the request, the new agreement concerning guaranteed minimum hours will be recorded in writing. The employer may refuse the request only upon reasonable business grounds, and such refusal must be provided to the employee in writing and specify the	12.6 Where a part-time employee has over a period of at least 12 months regularly worked a number of ordinary hours that is in excess of the guaranteed hours, the employee may request in writing that the employer agree to increase the guaranteed hours. If the employer agrees to the request, the new agreement concerning guaranteed hours will be recorded in writing. The employer may refuse the request only upon reasonable business grounds, and such refusal must be provided to the employee in writing and specify the grounds for refusal.	12.6 Where a part-time employee has over a period of at least 12 months regularly worked a number of ordinary hours that is in excess of the guaranteed hours, the employee may request in writing that the employer agree to increase the guaranteed hours. If the employer agrees to the request, the new agreement concerning guaranteed hours will be recorded in writing. The employer may refuse the request only upon reasonable business grounds, and such refusal must be provided to the employee in writing and specify the grounds for refusal.	10.4 (f) Where a part-time employee has over a period of at least 12 months regularly worked a number of ordinary hours that is in excess of the guaranteed hours, the employee may request in writing that the employer agree to increase the guaranteed hours. If the employer agrees to the request, the new agreement concerning guaranteed hours shall be recorded in writing. The employer may refuse the request only upon reasonable business grounds, and such refusal must be provided to the

Clause	Variations sought by The Australian Industry Group in Draft Determination dated 24 April 2018	Hospitality Industry (General) Award 2010	Restaurant Industry Award 2010	Registered and Licensed Clubs Award 2010
	grounds for refusal.			employee in writing and specify the grounds for refusal.
Casual Employees	12.10 An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 13 – Casual Employment.	12.9 An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 13.	12.9 An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 13.	10.4 (i) An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 10.5.
Pro-rata rate and overtime	12.11 A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the minimum weekly rate prescribed for the class of work performed.	12.10 A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.	12.10 A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.	10.4 (j) A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.
Rosters	26.1 A roster for full-time and part-time employees must be prepared by the employer and made available to the employee which sets out the name of each employee, the days of the week to be worked, and their start and finishing times.	30.1 A roster for full-time and part-time employees must be prepared by the employer and must be <u>posted in a conspicuous place accessible to the employees concerned indicating:</u> (a) The name of each employee concerned and their starting and finishing times; and (b) <u>A minimum 10 hour break between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day. In the case of changeover of rosters, eight hours will be substituted for 10 hours.</u>	31.6 (a) A roster for full-time and part-time employees showing normal starting and finishing times and the surname <u>and initials of each employee will be prepared by the employer and will be posted in a conspicuous place accessible to the employees concerned.</u>	25.1 A roster for all full-time and part-time employees showing normal starting and finishing time and the surname and initials of each employee will be prepared by the employer and will be <u>posted in a conspicuous place or places accessible to the employees concerned.</u>
Rosters	26.2 The roster will be alterable by mutual consent at any time or by amendment of the roster on seven days' notice.	30.2 The roster will be alterable by mutual consent at any time or by amendment of the roster on seven days' notice. <u>Where practicable two weeks' notice of rostered day or days off should be given provided that the days off may be changed by mutual consent or through sickness or other cause over which the employer has no control.</u>	31.6 (b) The roster will be alterable by mutual consent at any time or by amendment of the roster on seven days' notice. <u>Where practicable, two weeks' notice of rostered day or days off should be given provided that the days off may be changed by mutual consent or through sickness or other cause over which the employer has no control.</u>	25.2 The roster will be alterable by mutual consent at any time or by amendment of the roster on seven days' notice. <u>Where practicable two weeks' notice of rostered day or days off will be given provided that the days off may be changed by mutual consent or through absence, through sickness or other cause over which the employer has no control.</u>
Overtime fulltime employee	27.2 A full-time employee shall be paid overtime for all work as follows: (a) <u>In excess of:</u> <u>38 hours per week or an average of 38 hours per week averaged over a four week period; or</u>	33.2 (a) A full-time employee is paid at overtime rates for any work done outside of the hours set out in clause 29 – Ordinary hours of work.	33.1 (a) Full-time employees shall be paid at overtime rates for any work done outside of the spread of hours or rostered hours set out in clause 31 – Hours of work.	28.2 All time worked by a full-time employee in excess of the hours and/or outside the spread of hours or outside the rostered hours prescribed in this award will be overtime and will be paid for at the overtime rates specified in clause 28.3.

Clause	Variations sought by The Australian Industry Group in Draft Determination dated 24 April 2018	Hospitality Industry (General) Award 2010	Restaurant Industry Award 2010	Registered and Licensed Clubs Award 2010
	<p><u>five days per week (or six days in one week if in the following week ordinary hours are worked on not more than four days); or</u></p> <p><u>eleven hours on any one day; or</u></p> <p><u>(b) Before an employee's rostered commencing time on any one day; or</u> <u>(c) After an employee's rostered ceasing time on any one day; or</u> <u>(d) Outside the ordinary hours of work.</u></p>			
Overtime part-time employees	<p>27.3 A part-time employee shall be paid overtime for all work as follows:</p> <p>(a) <u>In excess of:</u></p> <p>(i) <u>38 hours per week; or</u></p> <p>(ii) <u>five days per week (or six days in one week if in the following week ordinary hours are worked on not more than four days); or</u></p> <p>(iii) <u>eleven hours on any one day; or</u></p> <p><u>(b) Hours worked by a part-time employee outside the employee's availability; or</u> <u>(c) Outside the ordinary hours of work.</u></p>	<p>33.2 (b) A part-time employee is paid at overtime rates in the circumstances specified in clause 12.8.</p>	<p>33.1 (b) Part-time employees shall be paid at overtime rates in the circumstances specified in clause 12.8.</p>	No equivalent clause
Overtime	<p>27.4 A part time employee shall be paid overtime if directed to work:</p> <p>(a) Before the employee's rostered commencing time on any one day; or</p> <p>(b) After the employee's rostered ceasing time on any one day.</p>	No equivalent clause	No equivalent clause	No equivalent clause
Overtime	<p>27.5 Provided that no overtime penalty is payable for hours worked within the employee's availability by the part-time employee in excess of the guaranteed minimum hours that are:</p> <p>(a) rostered; or</p> <p>(b) not rostered in advance but agreed to be worked consistent with clause 12.7.</p>	No equivalent clause	No equivalent clause	No equivalent clause