DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Moonee Valley Racing Club T/A Moonee Valley Racing Club
(AG2024/4979)

MOONEE VALLEY RACING CLUB HOSPITALITY ENTERPRISE AGREEMENT 2024

Sporting organisations

COMMISSIONER JOHNS MELBOURNE, 6 JANUARY 2025

Application for approval of the Moonee Valley Racing Club Hospitality Enterprise Agreement 2024

[1] An application has been made for approval of an enterprise agreement known as the *Moonee Valley Racing Club Hospitality Enterprise Agreement 2024* (**the Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Moonee Valley Racing Club T/A Moonee Valley Racing Club. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The United Workers' Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 13 January 2025. The nominal expiry date of the Agreement is 1 August 2027.

COMMISSIONER

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Moonee Valley Racing Club Hospitality Enterprise Agreement 2024

Contents

Moonee Valley Racing Club Hospitality Enterprise Agreement 2024

1 Title

This Agreement shall be known as the Mooney Valley Racing Club Hospitality Enterprise Agreement 2024 (**Agreement**).

2 Definitions and Interpretation

Act means the *Fair Work Act 2009* (Cth).

Club means Mooney Valley Racing Club Inc (ABN 45 806 588 917).

Club Location means the Moonee Valley Racecourse or any of the Club's venues and any other work location where the Club undertakes hospitality operations.

Employee means any raceday or non-raceday hospitality casual employee of the Club employed in a role in the classification structure at Schedule 2 of this Agreement who performs work at any Club Location.

NES means the National Employment Standards under the Act.

Union means the United Workers' Union.

3 Coverage and Duration of the Agreement

3.1 This Agreement applies to the Club and its Employees.

3.2 This Agreement will commence 7 days after the date of the approval by the Fair Work Commission. The nominal expiry date of the Agreement is 1 August 2027.

3.3 This Agreement is a comprehensive agreement and operates to the exclusion of any other agreement or Modern Award.

3.4 Despite anything else in this Agreement, where there is an inconsistency between this Agreement and the NES and the NES provide a greater benefit, the NES will apply to the extent of the inconsistency.

4 Casual Employment

4.1 A casual Employee is an employee who is offered employment on the basis that there is no firm advance commitment to ongoing and indefinite work and the Employee accepts the offer of casual employment on that basis.

4.2 A casual Employee:

(a) must be paid the applicable hourly ordinary time rate of pay plus a casual loading of 25%; and

(b) must be paid for a minimum of three hours each day they are engaged.

4.3 The casual loading is paid instead of, and disentitles a casual Employee to, annual leave, paid personal/carer's leave, paid compassionate leave, payment for absences on a public holiday, notice of termination, redundancy pay and the other benefits attaching to permanent employment.

4.4 Casual conversion will be in accordance with, and subject to the terms of, the Act.

5 Rates of Pay

5.1 Employees will be paid the rates of pay set out in Schedule 1 on a fortnightly basis in arrears by electronic funds transfer.

5.2 The rates set out in Schedule 1 are inclusive of the 25% casual loading and include a 3.5% increase from the first full pay period on or after 1 August 2024, 3% increase from the first full pay period on or after 1 August 2025 and a further 3% increase from the first full pay period *on* or after 1 August 2026.

6 Superannuation

6.1 The Club will make superannuation contributions on behalf of Employees in accordance with the *Superannuation Guarantee (Administration) Act 1992*.

6.2 Subject to the governing rules of the relevant superannuation fund, the Club must also make the superannuation contributions provided for in clause 6.1 for the period of absence from work (subject to a maximum of 52 weeks in total) of the Employee due to work related injury or work-related illness provided that

(a) the Employee is receiving workers' compensation payments or is receiving regular payments directly from the Club in accordance with statutory requirements; and

(b) the Employee remains employed by the Club.

7 Allowances

7.1 **Laundry Allowance**

Where the employee is responsible for laundering special clothing as provided in clause 12.1(a)(i), the Club must pay the laundry allowance set out in clause 2 of Schedule 1.

7.2 **First Aid**

An Employee who has been trained to render first aid, who is the current holder of appropriate first aid qualifications and who is appointed by the Club to perform first aid duty, will be paid the first aid allowance set out in clause 2 of Schedule 1.

7.3 **Higher Duties**

(a) An Employee (other than a Food and Beverage Attendant Grade 2 or 3) required to work at a higher classification for more than two hours during a day or shift will paid at that higher rate for the whole day or shift.

(b) An Employee (other than a Food and Beverage Attendant Grade 2 or 3) required to work at a higher classification for two hours or less during a day or shift will be paid the higher rate for the time so worked.

8 Hours of Work

8.1 An Employee must be engaged to work:

(a) a maximum of 12 hours per day or per shift; or

(b) a maximum of 38 hours per week or, if 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).

8.2 Subject to clauses 8.4 on each occasion an Employee is required to attend work, they will be paid a minimum payment for three hours work.

8.3 In order to meet their personal circumstances, an Employee may request and the Club may agree to an engagement of less than three hours in which case the minimum payment in clause 8.2 does not apply.

8.4 Where an Employee is required to attend work for the purposes of compulsory training or information briefing sessions, they are entitled to a minimum payment for two hours.

9 Meal and Rest Breaks

9.1 Employees will be provided with a meal without charge during their meal break where they work during food service times or more than one rostered shift in a day. In this instance, the kitchen is only required to provide one meal option. At all other times, Employees will have access to discounted meals and refreshments during their meal breaks.

9.2 Employees engaged to work five or more hours shall be given an unpaid meal break of 30 minutes, to be taken between two and five hours after starting work. It is acknowledged that, at times depending on service period demands, all efforts will be made to ensure Employees have their meal break by the fifth hour after commencement of duties. If during a shift of more than 6 hours, the Club does not allow the Employee to take an unpaid meal break in accordance with this clause, the Club will pay the Employee an additional 50% of their base hourly rate from 6 hours after starting work, until either the Employee is given a break or their shift ends.

9.3 Additional rest breaks

The Club will provide an Employee an additional 20 minute paid rest break if the Employee is required to work more than:

(a) 5 continuous hours after an unpaid meal break; or

(b) 2 hours' overtime after completion of their rostered shift.

10 Overtime

The Club will pay an Employee at the following overtime rates for all time worked in excess of the hours prescribed in clause 8.1:

(a) Monday to Friday: 150% first two hours and 200% thereafter;

(b) Midnight Friday to midnight Sunday: 200%

11 Penalty rates

11.1 **Weekends and Public Holidays:**

The rates payable to Employees for work performed on a weekend or public holiday is set out in Schedule 1.

11.2 **Work before 7.00 a.m. or after 7.00 p.m. on Monday to Friday**:

(a) An Employee who is required to work ordinary hours between the hours of 7.00 p.m. and midnight Monday to Friday will be paid an additional 10% of their hourly rate.

(b) An Employee who is required to work ordinary hours between midnight and 7.00 a.m. Monday to Friday shall be paid an additional 15% of their hourly rate.

12 Clothing, Equipment and Tools

12.1 Subject to clause 12.2, where an Employee is required to:

(a) wear:

(i) any special clothing such as coats, dresses, caps, aprons, cuffs and any other articles of clothing; or

(ii) waterproof or other protective clothing such as waterproof boots, aprons, or gloves; or

(b) use any towels, tools, ropes, brushes, knives, choppers, implements, utensils and materials,

the Club will reimburse the Employee for the cost of purchasing such clothing or equipment.

12.2 Clause 12.1 does not apply where the clothing is paid for or provided by the Club.

12.3 For the purposes of clause 12.1, black and white attire (not being dinner suit or evening dress), shoes, hose and/or socks is not special clothing.

13 Accident Pay

13.1 From the commencement of this agreement should an Employee meet with an accident at his or her place of employment and is subject to and qualifies for compensation under the provisions of the *Workplace Injury, Rehabilitation and Compensation Act* 2013. Such Employee shall have the amount received by way of compensation increased by the Club to the amount of the usual award weekly rate ruling at the time of the accident. The payment made by the Club shall be limited to a maximum period of 26 weeks in any one year.

13.2 For the purpose of a casual employee, **place of employment** shall include travelling directly from or to their place of residence. Casual employees make-up pay shall be based on the number of hours worked per week over the last month, with the Club, or if less than one month the average for time worked.

13.3 The amount to be paid as the normal weekly rate of pay only (i.e. time and one-quarter).

14 Unpaid Carer's Leave, Compassionate Leave and Family and Domestic Violence Leave

Personal/Carers Leave, Compassionate Leave and Family and Domestic Violence Leave are provided for in the NES.

15 Community Service Leave

Community Service Leave is provided for in the NES.

16 Long Service Leave

16.1 Employees are entitled to long service leave in accordance with *Long Service Leave Act 2018* (Vic), as amended from time to time provided that the commencement date for the purposes of calculating continuous service under this provision shall be 1 July 1992 or such later date when individual Employees commence employment.

16.2 Applications for Long Service Leave must be submitted at least two weeks prior to taking leave. Non-complex applications will be processed within two weeks. For complex cases, the Employee will be contacted within two weeks and given a time frame for processing the

application. All employees will be contacted once their application has been processed and information of the outcome.

17 Public Holidays

Public holidays are provided for in the NES.

18 Consultative Committee

18.1 The parties agree to hold regular Consultative Committee meetings at least once a quarter. Employees will nominate those who are to participate and there will be an equal number of Employee and Club representatives

18.2 Either party may request additional meetings to discuss matters arising.

19 Union Business

The Club will provide the Union a reasonable opportunity to address new Employees during their induction training which presentation must not exceed 15 minutes.

20 Workplace delegates' rights

20.1 Before exercising entitlements under this clause, a workplace delegate must give the Club written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the Club with evidence that would satisfy a reasonable person of their appointment or election.

20.2 An Employee who ceases to be a workplace delegate must give written notice to the Club within 14 days.

20.3 **Right of representation**

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

(a) consultation about major workplace change;

(b) consultation about changes to rosters or hours of work;

(c) resolution of disputes;

(d) disciplinary processes;

(e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the Union with enterprise bargaining; and

(f) any process or procedure within an award, enterprise agreement or policy of the Club under which eligible employees are entitled to be represented and which concerns their industrial interests.

20.4 **Entitlement to reasonable communication**

(a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 20.3. This includes discussing membership of the Union and representation with eligible employees.

(b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

20.5 **Entitlement to reasonable access to the workplace and workplace facilities**

(a) The Club must provide a workplace delegate with access to or use of the following workplace facilities:

(i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;

(ii) a physical or electronic noticeboard;

(iii) electronic means of communication ordinarily used in the workplace by the Club to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;

(iv) a lockable filing cabinet or other secure document storage area; and

(v) office facilities and equipment including printers, scanners and photocopiers.

(b) The Club is not required to provide access to or use of a workplace facility under clause20.5(a) if:

(i) the workplace does not have the facility;

(ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or

(iii) the Club does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

20.6 **Entitlement to reasonable access to training**

The Club must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

(a) In each year commencing 1 July, the Club is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.

(b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:

(i) full-time or part-time employees; or

(ii) regular casual employees.

(c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

(d) The workplace delegate must give the Club not less than 5 weeks' notice (unless the Club and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.

(e) If requested by the Club, the workplace delegate must provide the Club with an outline of the training content.

(f) The Club must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

(g) The workplace delegate must, within 7 days after the day on which the training ends, provide the Club with evidence that would satisfy a reasonable person of their attendance at the training.

20.7 **Exercise of entitlements under clause 20**

(a) A workplace delegate's entitlements under clause 20 are subject to the conditions that the workplace delegate must, when exercising those entitlements:

(i) comply with their duties and obligations as an employee;

(ii) comply with the reasonable policies and procedures of the Club, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;

(iii) not hinder, obstruct or prevent the normal performance of work; and

(iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.

(b) Clause 20does not require the Club to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.

(c) Clause 20 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

21 Disciplinary procedure

21.1 Where the Club considers disciplinary action is necessary, the Club representative shall notify the Employee of the reason. The matter will be discussed with the Employee and counselling will be given to him/her. A Union or other employee representative shall be present if desired by either party.

21.2 If the problem continues, a written warning is to be given and recorded in his/her personnel file. A Union or other employee representative shall be present if desired by either party.

21.3 In the event of the matter recurring, then a final warning will be issued. In the event of a further recurrence the Employee's employment may be terminated.

21.4 For the purposes of this clause, nothing shall prevent the Club from summarily dismissing an Employee for serious misconduct or taking such other lesser action as the Club deems appropriate provided that such actions are in accordance with the *Fair Work Act* 2009.

21.5 In the event that the parties are in dispute, they shall deal with the matter in accordance with the Dispute Resolution Procedure.

22 Training

The Club may provide training opportunities relevant to employment to enable skill development.

23 Consultation

23.1 This term applies if the Club:

(a) has made a definite decision to introduce a major change to 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.

Major change

23.2 For a major change referred to in clause 23.1(a):

(a) the Club must notify the relevant Employees of the decision to introduce the major change; and

(b) subclauses 23.3 to 23.9 apply.

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

23.4 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 Club of the identity of the representative;

the Club must recognise the representative.

23.5 As soon as practicable after making its decision, the Club 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 Club is taking to avert or mitigate 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.

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

23.7 The Club must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

23.8 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 Club, the requirements set out in clauses 23.2(a), 23.3 and 23.5 are taken not to apply.

23.9 In this term, 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 Club's workforce or to the skills required of employees; or

(c) 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.

Change to regular roster or ordinary hours of work

23.10 For a change referred to in clause 23.1(b):

(a) the Club must notify the relevant employees of the proposed change; and

(b) subclauses 23.11 to 23.15 apply.

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

23.12 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 Club of the identity of the representative;

the Club must recognise the representative.

23.13 As soon as practicable after proposing to introduce the change, the Club 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 Club reasonably believes will be the effects of the change on the employees; and

(iii) information about any other matters that the Club 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).

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

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

23.16 In this term:

relevant Employees means the Employees who may be affected by a change referred to in subclause 23.1.

24 Dispute Resolution

24.1 If a dispute relates to:

(a) a matter arising under this Agreement; or

(b) the National Employment Standards,

this term sets out procedures to settle the dispute.

24.2 A party to the dispute may appoint another person, organisation or association (including but not limited to a legal representative) to represent them in relation to the dispute.

24.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.

24.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

24.5 The Fair Work Commission may deal with the dispute in two stages:

(a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

(b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

(i) arbitrate the dispute; and

(ii) make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

24.6 A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

24.7 While the parties are trying to resolve the dispute using the procedures in this term:

(a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her

health or safety; and

(b) an Employee must comply with a direction given by the Club to perform other available work at the same workplace, or at another workplace, unless:

(i) the work is not safe; or

(ii) applicable occupational health and safety legislation would not permit the work to be performed; or

(iii) the work is not appropriate for the Employee to perform; or

(iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

24.8 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

25 Flexibility Arrangements

25.1 The Club and an Employee covered by this Agreement may agree to make an individual flexibility arrangement (**IFA**) to vary the effect of terms of the Agreement if:

(a) the IFA deals with one or more of the following matters:

(i) arrangements about when work is performed;

(ii) overtime rates;

(iii) penalty rates;

(iv) allowances;

(v) leave loading; and

(b) the IFA meets the genuine needs of the Club and the Employee in relation to one or more of the matters mentioned in clause 25.1(a); and

(c) the IFA is genuinely agreed to by the Club and the Employee.

25.2 The Club must ensure that the terms of the IFA:

(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.

25.3 The Club must ensure that the IFA:

(a) is in writing; and

(b) includes the name of the Club and the Employee; and

(c) is signed by the Club and the 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 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.

25.4 The Club must give the Employee a copy of the IFA within 14 days after it is agreed to.

25.5 The Club or Employee may terminate the IFA:

(a) by giving no more than 28 days' written notice to the other party to the arrangement; or

(b) if the Club and Employee agree in writing — at any time.

Execution

For and on behalf of
Moonee Valley Racing Club Inc

Signature 

Name Leigh Saville

Capacity General Manager - People & Culture

Address Gate 2 Feehan Avenue Moonee Ponds VIC 3039

Signed on behalf of the Union by:

Signature: 

Name in Full: Godfrey Moase

Position: Director - United Workers Union

Address: 833 Bourke St, Docklands VIC 3008

Schedule 1– Rates of Pay

1 The hourly rates applicable to Employees covered by this Agreement are as follows. These rates include a 25% casual loading which compensates casual employees for not being entitled to benefits applicable only to permanent employees including, but not limited to, paid annual leave, paid personal/carer's leave, paid compassionate leave, payment for absence on a public holiday, payment in lieu of notice of termination and redundancy pay.

Classification: Level 1 • **Food and beverage attendant Grade 1** • **Guest Services Grade 1** • **Kitchen Attendant Grade 1**	**Upon approval (back paid to 1 August 2024)**	**From first full pay period on or after 1 August 2025**	**From first full pay period on or after 1 August 2026**
Base hourly rate (20+ years)	$31.06	$ 31.99	$ 32.95
Saturday hourly rate	$37.93	$39.07	$40.24
Sunday hourly rate	$44.23	$45.55	$46.92
Public Holiday	$64.13	$66.05	$68.03
17 years and under	$21.75	$22.40	$ 23.07
Saturday hourly rate	$26.55	$27.35	$28.17
Sunday hourly rate	$30.98	$31.91	$32.86
Public holiday	$44.90	$46.25	$47.63
18 years	$24.86	$25.60	$ 26.37
Saturday hourly rate	$30.36	$31.27	$32.20
Sunday hourly rate	$35.41	$36.48	$37.57
Public holiday	$51.34	$52.88	$54.46
19 years	$27.96	$28.80	$ 29.67
Saturday hourly rate	$34.15	$35.17	$36.23
Sunday hourly rate	$39.82	$41.02	$42.25
Public holiday	$57.74	$59.47	$61.26

Classification: Level 2 • **Food and beverage attendant Grade 2** • **Cook Grade 1** • **Guest Services Grade 2** • **Kitchen Attendant Grade 2** • **Storeperson Grade 1**	**Upon approval (back paid to 1 August 2024)**	**From first full pay period on or after 1 August 2025**	**From first full pay period on or after 1 August 2026**
Base hourly rate (20+ years)	$31.93	$32.88	$33.87
Saturday hourly rate	$ 38.31	$ 39.46	$40.64
Sunday hourly rate	$ 44.70	$46.04	$47.42
Public Holiday	$ 66.20	$68.18	$ 70.23
17 years and under	$22.35	$ 23.02	$23.71
Saturday hourly rate	$27.69	$28.52	$29.37
Sunday hourly rate	$32.29	$33.26	$34.26
Public holiday	$46.33	$47.72	$49.15
18 years	$25.55	$ 26.31	$27.10
Saturday hourly rate	$30.65	$31.57	$32.51
Sunday hourly rate	$35.81	$36.89	$37.99
Public holiday	$52.96	$54.55	$56.19
19 years	$28.73	$ 29.59	$30.48
Saturday hourly rate	$34.47	$35.51	$36.57
Sunday hourly rate	$40.23	$41.43	$42.68
Public holiday	$59.57	$61.36	$63.20

Classification: Level 3 • **Food and beverage attendant Grade 3** • **Wagering and Gaming Attendant** • **Cook Grade 2** • **Guest Services Grade 3** • **Kitchen Attendant Grade 3** • **Storeperson Grade 2**	**Upon approval (back paid to 1 August 2024)**	**From first full pay period on or after 1 August 2025**	**From first full pay period on or after 1 August 2026**
Base hourly rate (20+ years)	$33.05	$34.05	$35.07
Saturday hourly rate	$39.67	$40.86	$42.08
Sunday hourly rate	$46.27	$47.65	$49.08
Public Holiday	$68.55	$70.60	$72.72
17 years and under	$23.14	$23.83	$24.55
Saturday hourly rate	$27.77	$28.60	$29.46
Sunday hourly rate	$32.39	$33.36	$34.36
Public holiday	$47.99	$49.43	$50.92
18 years	$26.44	$27.24	$28.05
Saturday hourly rate	$31.73	$32.68	$33.66
Sunday hourly rate	$37.00	$38.11	$39.25
Public holiday	$54.83	$56.48	$58.17
19 years	$29.76	$30.65	$31.57
Saturday hourly rate	$35.71	$36.78	$37.89
Sunday hourly rate	$41.65	$42.90	$44.18
Public holiday	$61.70	$63.55	$65.45

Classification: Level 4 • **Food and beverage attendant Grade 4** • **Cook Grade 3** • **Storeperson Grade 3** • **Gaming finance employee Grade 3 (Supervisor)**	**Upon approval (back paid to 1 August 2024)**	**From first full pay period on or after 1 August 2025**	**From first full pay period on or after 1 August 2026**
Base hourly rate	$35.10	$36.15	$37.24

Classification: Level 4 • **Food and beverage attendant Grade 4** • **Cook Grade 3** • **Storeperson Grade 3** • **Gaming finance employee Grade 3 (Supervisor)**	**Upon approval (back paid to 1 August 2024)**	**From first full pay period on or after 1 August 2025**	**From first full pay period on or after 1 August 2026**
Saturday hourly rate	$42.09	$43.36	$44.66
Sunday hourly rate	$ 49.13	$50.61	$52.12
Public Holiday	$72.76	$74.94	$77.19

Classification: Level 5 • **Cook Grade 4** • **Food and Beverage Supervisor less than 10**	**Upon approval (back paid to 1 August 2024)**	**From first full pay period on or after 1 August 2025**	**From first full pay period on or after 1 August 2026**
Base hourly rate	$37.64	$38.77	$39.93
Saturday hourly rate	$45.17	$46.52	$47.92
Sunday hourly rate	$52.69	$54.27	$55.90
Public Holiday	$78.06	$80.40	$82.81

Classification: Level 6 • **Cook Grade 5** • **Food and Beverage Supervisor more than 10**	**Upon approval (back paid to 1 August 2024)**	**From first full pay period on or after 1 August 2025**	**From first full pay period on or after 1 August 2026**
Base hourly rate	$38.79	$39.95	$41.15
Saturday hourly rate	$46.49	$47.89	$49.32
Sunday hourly rate	$54.29	$48.6255.91	$57.59
Public Holiday	$80.44	$82.85	$85.34

2 Allowances

Allowance	On approval (from 1 August 2024)	From first full pay period on or after 1 August 2025	From first full pay period on or after 1 August 2026
Laundry	$2.46 per day	$2.54 per day	$2.61 per day
First Aid	$2.35 per day up to $10.79 per week	$2.42 per day up to $10.79 per week	$2.49 per day up to $10.79 per week

Schedule 2– Classifications

Classification level	Classification descriptor/Indicative duties
Food and Beverage Attendant Grade 1	Picking up glasses Emptying ashtrays Providing general assistance to food and beverage attendants of a higher classification not including services to customers Removing food plates Setting and wiping down tables Cleaning and tidying associated areas
Food and Beverage Attendant Grade 2	Supplying, dispensing or mixing of liquor including the sale of liquor from the bottle department Assisting in the cellar or bottle department Undertaking general waiting duties of both food and/or beverage including cleaning of tables Receipt of moneys Attending a snack bar Performing delivery duties Taking reservations, greeting and seating guests
Food and Beverage Attendant Grade 3	Supplying, dispensing or mixing of liquor including the sale of liquor from the bottle department Attending a wagering terminal, electronic gaming terminal or similar terminal; Assisting in the cellar or bottle department where duties could include working up to four hours per day (averaged over the relevant work cycle) in the cellar without supervision Undertaking general waiting duties of both food and liquor including cleaning of tables Receipt of moneys Assisting in the training and supervision of food and beverage attendants of a lower grade Engaged on delivery duties Involved in the operation of a mechanical lifting device or attending a TAB terminal Full control of a cellar or liquor store (including the receipt, delivery and recording of goods within such an area) Mixing a range of sophisticated drinks

	Taking reservations, greeting and seating guests Supervising food and beverage attendants of a lower grade Training food and beverage attendants of a lower grade
Food and Beverage Attendant (Tradesperson) Grade 4 **Gaming finance employee Grade 3 (Supervisor)**	An employee who has completed an apprenticeship in waiting or who has passed the appropriate trade test and as such carries out specialised skilled duties in a fine dining room or restaurant. Gaming finance employee means an employee engaged to undertake all grade 2 change functions including supervision of employees at a lower grade when required
Food and Beverage Supervisor Grade 5	An employee who has the appropriate level of training including a supervisory course and who has the responsibility for supervision less than 10 employees, training and coordination of food and beverage staff, or stock control for a bar or series of bars.
Food and Beverage Supervisor Grade 6	An employee who has the appropriate level of training including a supervisory course and who has the responsibility for supervision more than 10 employees, training and coordination of food and beverage staff, or stock control for a bar or series of bars.
Kitchen Attendant Grade 1	General cleaning duties within a kitchen or food preparation area or scullery, including cleaning cooking and general utensils used in a kitchen or restaurant Assisting employees who are cooking Assembling and preparing ingredients for cooking General pantry duties
Kitchen Attendant Grade 2	An employee who has the appropriate level of training, and who is engaged in specialised non-cooking duties in a kitchen or food preparation area, or supervision of kitchen attendants.
Kitchen Attendant Grade 3	An employee who has the appropriate level of training, including a supervisory course, and has the responsibility for the supervision, training and coordination of kitchen attendants of a lower classification
Cook Grade 1	An employee who carries out cooking of breakfasts and snacks, baking, pastry cooking or butchering.
Cook Grade 2	An employee who has the appropriate level of training and who performs cooking duties such as baking, pastry cooking or butchering.
Cook (Tradesperson) Grade 3	A Commis Chef or equivalent who has completed an apprenticeship or who has passed the appropriate trade test and who is engaged in cooking, baking, pastry cooking or butchering duties.

Cook (Tradesperson) Grade 4	A Demi Chef or equivalent who has completed an apprenticeship or has passed the appropriate trade test and who is engaged to perform general or specialised cooking, butchering, baking or pastry cooking duties and/or supervises and trains other cooks and kitchen employees.
Cook (Tradesperson) Grade 5	A Chef de Partie or equivalent who has completed an apprenticeship or has passed the appropriate trade test in cooking, butchering or pastry cooking and has completed additional appropriate training who performs any of the following: • general and specialised duties including supervision or training of other kitchen employees; or • ordering and stock control; or • supervising kitchen employees in a single kitchen establishment.
Storeperson Grade 1	An employee who receives and stores general and perishable goods and cleans the store area
Storeperson Grade 2	An employee who, in addition to the duties for a Storeperson Grade 1, may also operate mechanical lifting equipment such as a fork-lift and/or who may perform duties of a more complex nature.
Storeperson Grade 3	An employee who has the appropriate level of training and who: • implements quality control techniques and procedures; and • understands and is responsible for a stores/warehouse area or a large section of such an area; and • has a highly developed level of interpersonal and communication skills; and • 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 • exercises discretion within the scope of this grade; and • may exercise skills attained through the successful completion of an appropriate warehousing certificate; and may perform indicative tasks at this level such as: • liaising with management, suppliers and customers with respect to stores operations, detailing and coordinating activities of other storepersons and acting in a leading hand capacity for in excess of ten storepersons; • maintaining control registers including inventory control and being responsible for preparation and reconciliation of regular reports or stock movements, despatches, etc. supervises the receipt and delivery of goods, records, outgoing goods, responsible for the contents of a store.

Guest Service Grade 2	An employee who has not achieved the appropriate level of training and who is engaged in any of the following: • servicing accommodation areas and cleaning thereof; • receiving and assisting guests at the entrance to the establishment; • driving a passenger vehicle or courtesy bus; • transferring guests' baggage to and from rooms; • providing butler services such as food, beverage and personalised guest service.
Guest Service Grade 3	An employee who has the appropriate level of training and who is engaged in any of the following: • supervising guest service employees of a lower grade; • providing butler services, basic food or beverage service, personalised guest service; • major repair of linen and/or clothing including basic tailoring and major alterations and refitting; • dry cleaning.