

# ENTERPRISE AGREEMENT

NO: E.A. 300 /1993

DATE REGISTERED: 29-9-93

PRICE: \$ 18-00

SYDNEY CRICKET AND SPORTS

GROUND TRUST

ENTERPRISE AGREEMENT

## 1. PARTIES TO THE AGREEMENT

This Agreement is made between the Sydney Cricket and Sports Ground Trust and the Australian Workers' Union, N.S.W. Branch and sets wages and conditions for Ground and Horticultural employees at the Sydney Cricket & Sports Ground.

## 2. DECLARATION

The parties to this Agreement declare that this Agreement:

- i. is not contrary to the public interest;
- ii. is not unfair, harsh or unconscionable;
- iii. was not entered into under duress;
- iv. is in the interests of the parties.

## 3. RATES OF PAY

- i. The minimum rates of pay for employees covered by this Agreement will be as follows:

	<u>Rate per week</u>
a) Groundsperson/Horticultural Assistant	\$491.75
b) Groundsperson with 3 years experience and Horticultural Assistant with 3 years experience	509.55
c) Groundsperson holding a Greenkeepers Certificate or Horticulturalist holding a Horticultural Certificate	535.00
d) Horticultural Supervisor	615.00
e) Curator	672.00

## 4. HOURS

Ordinary hours will be 38 and may be worked on any five days of the week - Monday to Sunday between the hours of 6.00 am to 11.00 pm.

Employees will be required to work no more than 8 ordinary hours on any day.

Rosters will be based on 10 work days in any 14 with days off being taken consecutively wherever possible.

Curators will be exempt from this clause and will be bound by the hours determined by mutual agreement between Curator and the employer.

## 5. MEAL BREAKS

- i. Employees are entitled to an unpaid meal break of 45 minutes which should be taken no more than 5 hours after commencing duty.
- ii. The time of the meal may be determined by the majority of the employees concerned and their employer.
- iii. There shall be two tea breaks of 10 minutes each to be taken either side of the meal break.
- iv. The time of the tea breaks shall be determined mutually by a majority of employees concerned and their employer.
- v. Meal breaks and tea breaks can be staggered.
- vi. Curators will be exempt from this clause and will be bound by the meal break determined by mutual agreement between the Curator and the employer.

## 6. ROSTERED DAYS OFF

- i. In each of twenty working days, employees shall accrue 0.4 hours for each day of eight ordinary hours.
- ii. Accrued hours shall amount to eight for each cycle of twenty working days.
- iii. Each accrued period of eight hours shall be known as a "rostered day off". Employees shall accumulate rostered days off during the year, to be taken at a time mutually agreed upon between the employer and each employee, during the months of April to September, inclusive.
- iv. Where special circumstances arise, and by agreement between the employer and the employee, accumulated rostered days off may be given and taken outside the period between April and September, inclusive.
- v. Upon termination of employment, any accumulated rostered days off and accrued time shall be paid out to the employee concerned.
- vi. Employees will not accrue a credit of hours for each day they are absent from duty other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave or jury service.
- vii. Curators will be exempt from this clause and will be bound by the rostered days off determined by mutual agreement between the Curator and the employer.

## 7. OVERTIME

Employees will be required to work 76 hours of overtime per year without payment. This overtime will be credited to an overtime bank. Where an employee exceeds the 76 hours, they will be paid time and one half for the first two hours and double time thereafter. This overtime will be paid on a weekly basis until the year has concluded. At the beginning of each year the overtime bank will have no remaining credits.

Employees will be entitled to a 10 hour break between shifts. An employee other than a casual employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day without a 10 hour break shall be relieved after the overtime until a 10 hour break is granted. If the employer requires the employee to work without a ten hour break the employee will be paid at ordinary time with the equivalent number of hours being credited to the overtime bank.

Employees required to work on a day off or during their holidays will be paid at ordinary time with the equivalent number of hours being calculated to the overtime bank.

Curators will be exempt from this clause will be bound by the overtime provisions determined by mutual agreement between the Curator and the employer.

## 8. PUBLIC HOLIDAYS

The days on which New Years Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day or any day proclaimed in lieu thereof and other days which may be proclaimed as public holidays for the State and the picnic day which shall be the first Monday in December, shall be holidays and no deduction in respect of such holidays shall be made from the wages due to any employee for the week in which such holiday or holidays occur.

If an ordinary work day falls on a public holiday and the employees are required to work, then the employees will be paid at single time with a equivalent number of hours being credited to the overtime bank.

Curators will be exempt from this clause and will be bound by the public holidays determined by mutual agreement between the Curator and the employer.

## 9. ANNUAL LEAVE

Employees will take annual leave and RDO's between the months of April and September inclusive. Any special consideration for leave outside of these months will be forwarded to the Head Curator.

Also, see Annual Holidays Act, 1944.

## 10. ANNUAL HOLIDAYS LOADING

Employees shall receive Annual Leave Loading at the rate of 4 weeks pay per annum plus 17.5 % Annual Leave Loading.

## 11. CONSULTATIVE MECHANISM

In every second month, a meeting between two employee representatives, the General Manager and the head Curator will be convened. The purpose of this meeting will be to discuss matters affecting productivity and efficiency at the S.C.G. and the S.F.S.

## 12. LABOUR FLEXIBILITY

Following agreement employees shall carry out such tasks as are reasonably incidental or peripheral to their work as directed by the employer.

## 13. ADDITIONAL FUNCTIONS

Employees may be required to assist tradespeople and perform other permanent functions associated with the maintenance and running of the Sydney Cricket Ground and the Sydney Football Stadium.

Notwithstanding this provision, employees will be primarily engaged within their trade classification.

## 14. SUPPLEMENTARY STAFF

Supplementary staff may be used to perform the duties of placing and removing the covers, operating the sidescreens and other duties as agreed between the employer and the majority of the employees.

## 15. WORKING IN THE RAIN

All employees called upon to work in the rain shall be supplied, by the employer, with oilskins, gumboots or other protective clothing, free of charge.

## 16. CHANGE ROOMS

The employer shall provide a change room for the use of employees, free of charge. Such change rooms shall be equipped with hot and cold showers and shall be fitted with individual locker accommodation.

## 17. SICK LEAVE

- i. In respect of employees who have served for a period of less than one year with the Trust, these employees shall receive in respect of their sick leave entitlements a quantum of 76 hours per year.
- ii. Where the employee has had not less than one years' service with the Trust such employee in the event of absence from work due to illness be allowed payment on their full rate of pay for a period of 76 hours in any one year.
- iii. Where the employee has not less than seven years' service with the Trust such employee shall receive in addition to the payment referred to in subclause (ii) of this clause, four (4) weeks payment at the rate of half his weekly salary or wages in any one year.
- iv. Such sick leave shall be cumulative.
- v. Provided that these conditions shall not apply where payments are being made to such employee under the Workers' Compensation Insurance.
- vi. Where an employee is ill or incapacitated within the meaning of the Clause, on a rostered day or shift off he shall not be entitled to sick pay on that day nor shall his sick leave entitlement be reduced as a result of such illness or incapacity.

## 18. TERMS OF ENGAGEMENT

Employees shall be engaged by the week and their engagement shall be terminated only by a week's notice on either side given at any time during the week or by the payment or forfeiture, as the case may be, of a week's wages in lieu thereof: Provided that this shall not effect the right of the employer to dismiss any employee without notice for misconduct or to deduct payment for time lost by any employee who fails to attend for duty without leave to absent him/herself for actual time of such non-attendance.

## 19. PAYMENT OF WAGES

Wages shall be paid on a fixed day not later than Thursday of each week. Employees shall be paid during ordinary working hours and any employee who has to wait after ordinary ceasing time on pay day to receive his wages shall be paid at ordinary rates for all time he is kept waiting to be paid.

## 20. TOOLS

All tools required by employees shall be provided, free of charge, by the employer.

## 21. JOB REPRESENTATIVE

A job representative appointed by the employees shall be allowed the necessary time during working hours, to interview the curator or officer in charge on matters affecting the employees whom he represents.

The Australian Workers' Union job delegates shall be allowed up to five days paid leave per year to attend approved courses run by the Trade Union Training Authority.

## 22. BEREAVEMENT LEAVE

An employee on weekly hiring shall be entitled to a maximum of three days' leave without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of a mother, father (includes foster parents and parents in-law), grandmother, grandfather, wife, husband (including defacto), sister, brother, child, stepchild and grandchild.

## 23. DISPUTES PROCEDURE

The procedure for the resolution of industrial disputation will be in accordance with S 185 of the Industrial Relations Act, 1991 of NSW. These procedural steps are: -

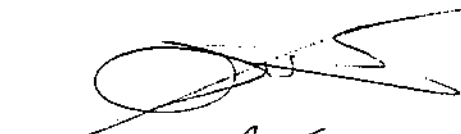
- (i) Procedure relating to a grievance of an individual employee: -
  - (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
  - (b) A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.



- (c) Reasonable time limits must be allowed for discussion at each level of authority.
- (d) At the conclusion of the discussions, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for; not implementing any proposed remedy.
- (e) While a procedure is being followed, normal work must continue.
- (f) The employee may be represented by an industrial organisation of employees.
- (ii) Procedure for a dispute between an employer and the employees:
  - (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
  - (b) Reasonable time limits must be allowed for discussion at each level of authority.
  - (c) While a procedure is being followed, normal work must continue.
  - (d) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.
- (iii) It is a purpose of this procedure that a normal work continue while the above is being followed. No party shall be prejudiced as to final settlement by the continuance of work in accordance with the procedure.
- (iv) This procedure shall not apply to any dispute on a safety issue.

#### 24. AREA, INCIDENCE AND DURATION

This agreement totally regulates the terms and conditions of employees previously regulated by the Sydney Cricket and Sports Ground Trust Award. This Agreement shall apply to all employees engaged in any of the classifications specified in Clause 3, Rates of Pay, of this agreement and shall operate from the date of registration for a period of 12 months.

  
 SC - SG Trust  
 G. H. Taylor A.U.N.S.W. Branch

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**SIGNATORIES**

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I am an Officer of the Australian Workers Union (New South Wales Branch) and authorised by the Committee of Management of the Union to approve the terms of the attached Enterprise Agreement on its behalf and have approved those terms on its behalf.

Signed for and on behalf of }  
THE AUSTRALIAN WORKERS' UNION }  
(NEW SOUTH WALES) in the presence }  
of }

PG. J. O'Shea

  
Signature of Witness

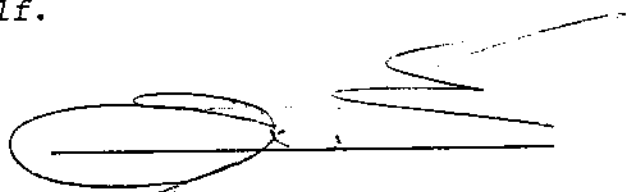
MICHAEL J. O'SHEA  
State Secretary

AA Farley  
Name of witness (print)

3<sup>RD</sup> JUNE 1993  
Dated

I am an Officer of the Sydney Cricket & Sports Ground Trust in Sydney New South Wales and authorised by the Trustees to approve the terms of the attached Enterprise Agreement on its behalf and have approved those terms on its behalf.

Signed for and on behalf of }  
THE SYDNEY CRICKET & SPORTS }  
GROUND TRUST in the presence }  
of }

  
Employer

  
Signature of witness

SYDNEY CRICKET & SPORTS GROUND TRUST  
Employer

BN LAMERTON  
Name of witness (print)

3<sup>RD</sup> JUNE 1993  
Dated