

5,

# ENTERPRISE AGREEMENT

NO: E.A. 47 /1994

DATE REGISTERED: 22.2.94

PRICE: \$30.00

# Western Suburbs (Newcastle) Leagues Club Maintenance Department Enterprise Agreement

## 1. ARRANGEMENT

### Subject Matter Clause

Annual Leave	12
Application	2
Arrangement	1
Bereavement Leave	15
Casual Employees	10
Declaration	26
Definitions	4
Disputes and Grievances Settling Procedures	23
Duration	25
Hours of Work	6
Jury Service	18
Long Service Leave	17
Overtime	7
Part Time Employees	9
Parties	3
Payment of Wages	20
Public Holidays	14
Repatriation Leave	16
Rostered Days Off	8
Sick Leave	13
Special Clothing	11
Superannuation	24
Terms of Engagement	5
Time and Wages Records	21
Training	22
Wages	19

## 2.0 APPLICATION

- 2.1 This Agreement replaces, to the extent of its application as per sub-clauses 2.2 and 2.3 below, all provisions of the *Club Employees (State) Award* as currently in force and as amended in the future, and all its successors, of the *Club Managers (State) Award* and its successors, and of *Club Employees Superannuation (State) Award* and its successors (hereinafter collectively "the Awards") in so far as it relates to apprentices the agreement replaces the *Metal & Engineering Industry (NSW) interim Award*.
- 2.2 This Agreement shall apply to all maintenance operations of the Western Suburbs (Newcastle) Leagues Club Limited (hereinafter "the Club").
- 2.3 The terms of this Agreement shall apply to all employees, whether permanent part time, full time or casual employees in the maintenance operations of the Club.
- 2.4 This agreement shall wholly regulate conditions of employment otherwise governed by the *Metal & Engineering Industry (NSW) interim Award*.

## 3. PARTIES

The parties to this Agreement are, on the one hand, the Board of the Directors of the Club and its management, and, on the other, all individual employees who would, if this Agreement had not come into force, be subject to the conditions prescribed by the Awards.

## 4. DEFINITIONS

- 4.1 "Awards" means the *Club Employees (State) Award*, the *Club Managers (State) Award*, the *Club Employees Superannuation (State) Award*, the *Metal & Engineering Industry (NSW) interim Award*.
- 4.2 "Employer" means the Western Suburbs (Newcastle) Leagues Club Limited.
- 4.3 "Employee on weekly hire" shall mean a Full Time or Part Time Employee.
- 4.4 "Commission" means the Industrial Relations Commission of New South Wales.
- 4.5 "Day" shall mean the 24 hour period commencing at the time of an employee's starting time of ordinary rostered hours.
- 4.6 "Prescribed Standard of Training" means:-
- 4.6.1 Satisfactory completion of a training course deemed suitable according to guidelines issued through Tourism Training Australia for that particular classification and accredited by the Australian Hospitality Review Panel; or
- 4.6.2 That the employee's skills have been assessed to be at least the equivalent of those attained through the suitable course described in 4.5.1, such assessment to be undertaken by a skills assessor qualified under the ACCESS system.

## 5. TERMS OF ENGAGEMENT

- 5.1 Employees shall be engaged as weekly full time or weekly part time or as casual employees. Upon engagement, the employer shall clearly state the employee's basis of employment which shall be recorded on the time and wages records.
- 5.2 The employment of weekly employees may be terminated by either party by giving forty-eight hours notice or by the payment or forfeiture, as the case may be, of two days' pay in lieu thereof. For the purpose of enforcing the forfeiture of two days' pay in lieu of notice, the employer may keep two days' pay in hand at any stage of the period of employment.
- 5.3 No employee shall be dismissed without notice for sickness or accident or any other reasonable cause of absence from duty : provided that he informs the club of his inability to commence work, within twenty-four hours of his usual starting time.
- 5.4 Where notice of termination of service has been given to an employee, he shall be paid all money due upon expiry of such notice.
- 5.5 Any employee who has been employed for not less than one month, on leaving or being dismissed, shall, upon request, be entitled to a statement in writing containing the date the employment began, the date of its termination, the classification of the employee and the period or periods of paid sick leave taken by the employee. The statement shall be the property of the employee and shall be returned to him, unnoted by any subsequent employer, within seven days of the engagement.
- 5.6 This clause shall not affect the right of the club to dismiss an employee without notice for refusal of duty, wilful misconduct or accepting less than the scheduled prices for any goods or services provided by the club, and in such cases, the wages shall be made up to the time of dismissal only and shall be paid within twenty-four hours after the time of dismissal. Where dismissal occurs later than 5 p.m. on Friday, or at any time on a Saturday or Sunday, payment may be made at the club's office on the Monday morning following.

## 6. HOURS OF WORK

- 6.1 The ordinary hours shall be worked on Mondays to Sunday inclusive, and shall, except in the case of casual employees, not exceed thirty-eight hours per week, exclusive of meal breaks, averaged over a period of 52 weeks.
- 6.2 The club and the employees shall agree upon the method by which to work the ordinary hours, the days each employee is rostered on and off, and the number of hours of each shift as per the roster provided for in sub-clause 6.9 of this clause.
- 6.3 The ordinary hours per shift for employees on weekly hire shall not exceed fourteen, nor be less than three hours, on any one day. The ordinary hours of casual employees shall not be more than fourteen or less than one hour for each engagement.
- 6.4 The ordinary hours of part-time employees shall not exceed 30 per week, to be worked as per sub-clauses 6.1, 6.2 and 6.3 of this clause.
- 6.5 All employees shall be entitled to take a meal break of not less than 30 minutes and not more than 60 minutes duration after five ordinary hours of work: provided that the employer and employee may agree, or, in case of an emergency, the employer may direct to vary the time when the meal break is to be taken.
- 6.6 In addition to the meal break as per sub-clause 6.5 above, each employee, when working a shift of five or more hours, shall be entitled to a paid tea break of 10 minutes duration, to be taken at the discretion of the employer in the first or second half of the shift.
- 6.7 For every meal break, the club shall provide a meal allowance coupon to the value of \$6.00.
- 6.8 An interval of at least eight hours shall elapse between the completion of ordinary hours of one shift and the commencement of ordinary hours of the following shift. No weekly employee shall be rostered so as to work the whole of two ordinary shifts within a 24 hour period.

- 6.9 For all employees on weekly hire, the employer shall post a roster in a place accessible to all employees at least one week prior to the roster coming into effect, such roster to cover a period of not less than four weeks and clearly showing for each weekly employee:
- \* the days on which the employee is rostered on and rostered off;
  - \* the starting and ceasing times for each day;
  - \* the starting and ceasing times of meal breaks;
  - \* in the case of broken shifts, the times off duty on any one day.

Unless otherwise agreed between the employer and the employees, the roster shall not be changed without at least seven days' notice: provided that in the case of absenteeism or other staff shortages, the employer may change any roster by giving twelve hours' notice.

#### 7. OVERTIME

- 7.1 All time worked in excess of an average of 38 hours per week averaged over 52 shall be deemed to be overtime.
- 7.2 All overtime shall be remunerated by allowing time off, to be taken as one hour off for each one hour overtime worked. Such time off shall be taken at times convenient to the club's operations and by mutual agreement between the club and the individual employees.

#### 8. ROSTERED DAYS OFF

All employees on weekly hire shall, in any one period of four weeks covered by the roster, have not less than five days on which they are rostered off duty for a 24 hour period each.

#### 9. PART TIME EMPLOYEES

All provisions of this Agreement, except clause 10, "Casual Employees", shall apply to part time employees on a pro-rata basis where applicable.

## 10. CASUAL EMPLOYEES

- 10.1 Casual employees shall be engaged as such, and shall be paid at the rate of wages prescribed by clause 19 of this Agreement.
- 10.2 For each engagement, a casual employee shall be entitled to a minimum payment of one hour.
- 10.3 Casual employees shall not be entitled to a clothing allowance as stated in clause 11.
- 10.4 Casual work shall be paid upon the termination of each engagement: provided that the employer and employee may agree on weekly payments.
- 10.5 Unless expressly stated otherwise in this clause or elsewhere in this Agreement, the provisions of all other clauses of the Agreement shall apply fully to casual employees.

## 11. SPECIAL CLOTHING

- 11.1 Where the employer requires any or all employees, to provide and wear special clothing, the employer shall make provision for and pay into a designated account an amount of nine dollars per week for each weekly employee.
- 11.2 The money amount accrued as per sub-clause 11.1 shall be available to the employee for the purchase of special clothing. Provided that the purchase of special clothing in excess of an employee's credit may be authorised by the employer. Provided that such authorisation shall not be unreasonably withheld.

## 12. ANNUAL LEAVE

- 12.1 Employees shall be entitled to four weeks' annual leave as provided for by the *Annual Holidays Act 1944*: provided that managers shall be entitled to five weeks' annual leave for each completed year of service.
- 12.2 No loading or any other additional payment, howsoever termed, shall be payable in addition to the employee's ordinary remuneration for annual leave as prescribed by the *Annual Holidays Act 1944*.
- 12.3 By mutual consent, annual leave may be taken wholly or partly in advance.
- 12.4 If a Public Holiday falls within a period of annual leave, the duration of such period of leave is to be extended by one day for each such Public Holiday occurring during that period of annual leave.

## 13. SICK LEAVE

- 13.1 An employee who, after not less than three months' continuous service with the employer, is unable to attend for duty during his ordinary working hours by reason of personal illness or incapacity not due to his own serious and wilful misconduct, shall be entitled to be paid at ordinary time rates of pay for the time of such non-attendance: provided that he shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers' compensation.
- 13.2 The employee shall, as soon as reasonably practicable, and in any case within twenty-four hours of commencement of such absence, inform the employer of his inability to attend for duty, and, as far as possible, state the nature of the injury or illness and the estimated duration of the incapacity.
- 13.3 The employee shall furnish to the employer such evidence as the employer may desire that he was unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed: provided that a doctor's certificate must be produced for any period of paid sick leave claimed after the first single day's absence in each sick leave year.



- 13.4 Except as hereinafter prescribed, the entitlement of the employee, other than managers shall be limited as follows:
- 13.4.1 in respect of his first year of employment 38 hours sick pay;
  - 13.4.2 in respect of his second and subsequent years of employment, 60.8 hours sick pay.

For the purpose of this sub-clause, the entitlement of a part-time employee shall be that proportion of the said amounts which the employee's rostered ordinary hours during a four week cycle bears to 152:

- 13.5 Managers shall be entitled to ten days sick leave per year of service. Such entitlement to be made available after three months continuous service.
- 13.6 The rights under this clause shall accumulate from year to year until used or forfeited upon termination of employment.

#### 14. PUBLIC HOLIDAYS

- 14.1 The day or days upon which the following holidays fall, or the days on which such holidays are observed in New South Wales, shall be holidays for the purpose of this Agreement: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day and any other day or days proclaimed or gazetted as public holidays for the State. An employee on weekly hire who is not required by the employer to work on such day shall be entitled to payment for the day as per roster.
- 14.2 Where a public holiday falls on an employee's rostered day off as provided for in clause 8 of this Agreement, he shall be entitled to one extra day off in lieu.
- 14.3 Notwithstanding the provisions of clause 7 "Overtime" of this Agreement, an employee required to work on a public holiday shall be entitled to take time off at the rate of two hours off for each hour or part thereof worked on a public holiday.

## 15. BEREAVEMENT LEAVE

- 15.1 Subject to this clause, on the death of spouse, father, mother, father-in-law, mother-in-law, brother-in-law, sister-in-law, child (including stepchild), brother or sister, an employee on weekly hire shall, on proper notice to the employer and for the purpose of making arrangement for and/or attending the funeral, be entitled to bereavement leave, without deduction of pay, up to and including the day of the funeral, for a period not exceeding the number of ordinary hours rostered for the employee in the two ordinary working days.
- 15.2 The term spouse shall include a person with whom the employee is living in a de facto relationship at the time of bereavement : provided that the entitlement to leave under this clause shall not be exercisable on the subsequent death of a legal spouse.
- 15.3 In all cases, proof of death shall be furnished by the employee to the satisfaction of the employer.
- 15.4 This clause shall have no operation during any time when the period of leave referred to herein coincides with any other period of leave of the employee or his rostered day off.

## 16. REPATRIATION LEAVE

Employees on weekly hire, being Returned Service personnel, shall be allowed as time worked, lost time incurred whilst attending Repatriation Centres for medical examination and/or treatment : provided that

- 16.1 Such lost time does not exceed eight hours on each occasion;
- 16.2 Payment shall be limited to the difference between ordinary wage rates for time lost and any payment received from the Repatriation Department as a result of each such visit;
- 16.3 The provisions of this sub-clause will apply to a maximum of five such attendances in any year of service with the employer, subject to a maximum of 24 hours per annum; and
- 16.4 The employee produces evidence satisfactory to the employer that he is required to and subsequently does attend a Repatriation Centre.

### 17. LONG SERVICE LEAVE

All employees shall be entitled to long service benefits as prescribed by the *Long Service Leave Act 1955*

### 18. JURY SERVICE

An employee on weekly hire required to attend for jury service during his ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his attendance for such jury service and the amount of wages he would have received in respect of the ordinary time he would have worked had he not been on jury service.

An employee shall notify his employer as soon as possible of the date upon which is required to attend for jury service.

Further, the employee shall give his employer proof of his attendance, the duration of such attendance and the amount received in respect of such jury service.

### 19 Wages

The following minimum rates of pay shall be payable to employees covered by this Agreement:

Maintenance Manager \$760.00 per week

Maintenance Staff engaged in general building maintenance duties:

weekly hire, full time \$530.00 per week

weekly hire, part time \$15.00 per hour

casual \$16.00 per hour

19.2 The rates of pay for apprentices in the trades of Refridgeration Mechanic or Electrician shall be the following percentages of the weekly rate payable to full time maintenance staff:

1st year	43%
2nd year	57%
3rd year	68%
4th year	75%

10.2 The wage paid to employees for ordinary hours of work shall be no less than that due under the relevent awards for ordinary hours of work.

## 20. PAYMENT OF WAGES

- 20.1 All wages shall be paid on a day of the week fixed by agreement between the employer and employees: provided that, failing such an agreement, the employer shall determine the pay day.
- 20.2 All wages shall be paid by electronic bank transfer into a bank account nominated by the employee.

## 21. TIME AND WAGES RECORDS

- 21.1 Time and wages records or sheets and/or Bundy clock shall be provided and kept by each employer. Each employee shall, on commencing work on a shift, enter his starting time, and on finishing each shift enter his finishing time. Each employee shall similarly enter the commencing and finishing time of each unpaid meal break. Entry shall also be made by the employer of the time worked and the amount of wages and overtime paid each week, together with the date of payment.
- 21.2 The employer shall keep such book or sheets available at all reasonable times and in a convenient place to which the employee shall have access for the purposes of making such entries.
- 21.3 Together with each payment as per clause 20 hereof, the employer shall supply to the employees written particulars of:
- \* the date of payment;
  - \* the gross amount of wages, including overtime and their earnings;
  - \* the number of overtime hours worked and the number of hours time off due therefor so as to enable the amount to be calculated by the employee;
  - \* the amount deducted for taxation purposes;
  - \* the particulars of all other deductions;
  - \* the net amount paid.

## 22. TRAINING

- 22.1 Notwithstanding other provisions of this Agreement, where an employee has been requested by the employer to undertake a specific training course, then the following conditions shall apply:-
- 22.1.1 Where it is required for an employee to travel to or from training outside of ordinary working hours, such travelling shall be deemed to be non-working time.
  - 22.1.2 Where training cannot be arranged during the employee's usual rostered hours, then the employee shall not be entitled to receive in excess of the employee's ordinary hourly rate for the period whilst so engaged.
  - 22.1.3 An employee shall not unreasonably refuse to agree to alter rosters or to work flexible hours to allow training to occur during rostered hours but not so as to reduce the employee's earnings for usual working time.

## 23. DISPUTES AND GRIEVANCES SETTLING PROCEDURES

- 23.1 In the event of a difference between two or more employees, the parties directly involved shall attempt to settle the difference amicably among themselves.
- 23.2 If the parties are unable to do so, they must discuss the difference with their supervisor/s forthwith who shall attempt to settle the difference. If not settled at this stage, the issue shall be dealt with in accordance with sub-clauses 23.3 to 23.8 below as applicable.
- 23.3 In the event of a grievance by any employee, the employee shall forthwith discuss the matter with his immediate supervisor in an attempt to settle the matter. If the supervisor is unable to resolve the problem within one working day, he shall refer the matter to the Human Resource Manager who shall attempt to settle the matter.
- 23.4 Any difference between an employee and his supervisor shall be referred to the Human Resource Manager for settlement.
- 23.5 If the Human Resource Manager is unable to settle the difference grievance within two working days, he shall refer the matter to the General Manager and the RCA's Industrial Relations Department for advice.
- 23.6 Where the difference or grievance concerns an industrial problem which may cause an industrial dispute, and the employee/s concerned is/are member/s of a trade union, the Human Resource Manager shall attempt to settle the matter with the local union organiser.

- 23.7 If unresolved after a further two working days, the Secretary/Manager shall refer the matter to the Commission for conciliation and/or arbitration. The decision of the Commission shall be final and shall be accepted by all parties, to the exclusion of all industrial action.
- 23.8 While these procedures are being followed, no party shall engage in any form of industrial action, any *status quo* that may have existed (e.g. in a demarcation issue, manning levels, rostering arrangements, etc.) prior to the difference arising, but excluding dismissals which have actually been effected, shall continue to be observed, and all work must continue normally and without bans or limitations.

## 24 Superannuation

- 24.1 Immediately upon becoming an employee of the club in accordance with this Agreement, each employee shall be entitled to superannuation contributions in accordance with the provisions of the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- 24.2 Subject to the requirements of that Act, the employer and employee shall agree upon the fund into which such contributions are to be made.

25. DURATION

This agreement shall come into operation on 22 Feb '94 the date of its registration, and shall remain in force for a period of twelve months thereafter.

26. DECLARATION

26.1 I, JAN SMITH, hereby declare that I have read and fully understand and agree with the provisions of this Agreement, and that I enter into this Agreement under no duress.

Signed: [Signature]

Date: 7/2/94

26.2 I, Andrew Skellern, hereby declare that I have read and fully understand and agree with the provisions of this Agreement, and that I enter into this Agreement under no duress.

Signed: [Signature]

Date: 7/2/94

26.3 I, ....., hereby declare that I have read and fully understand and agree with the provisions of this Agreement, and that I enter into this Agreement under no duress.

Signed: .....

Date: .....

26.4 Signed on behalf of the Western Suburbs (Newcastle) Leagues Club Limited.

[Signature]

Andrew Wilcox Human Resource Manager

[Name and Title, Position]

Date: 7/2/94