

ENTERPRISE AGREEMENT

NO: E.A. 60 /1994

DATE REGISTERED: 7-3-94

PRICE: \$ 26-00

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THEATRICAL EMPLOYEES (STANMORE CINEMA)
AGREEMENT

1. Parties to the Agreement

An, enterprise agreement, made in pursuance of the New South Wales Industrial Relations Act 1991 in accordance with the provisions of Sections 115-142 of the said Act, entered into between Lindsay M. Woods trading as Stanmore Cinema Centre, 200 Parramatta Road, Stanmore of the one part and:

The New South Wales Theatrical Employees Union.

IT IS AGREED BY THE PARTIES AS FOLLOWS:

2. Title of Agreement

This agreement shall be known as the Theatrical Employees (Stanmore Cinema) Agreement.

3. Intention

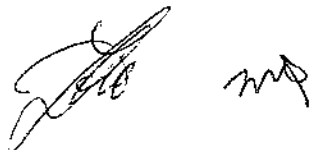
This agreement shall only apply to employees engaged to perform work covered by classifications contained in clause 7 hereof, employed at the Stanmore Cinema Complex. This agreement shall replace in whole the terms and conditions of the Theatrical Employees (Cinema and Drive-In) (State) Award, and the Theatre Managers (State) Award.

4. Duress

This Agreement was not entered into under duress by any party to it.

5. Term

This agreement shall operate from the date of registration and shall remain in force for a period of 3 years unless varied or terminated earlier by the provisions provided by the Act.



6. Arrangement

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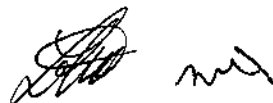
7. Rates of Pay and Classifications

This Agreement shall apply to persons performing work in accordance with the following Definitions:

Cinema Worker Level One:

Employees engaged at level one shall work under direct supervision with regular checking, but may take the form of less direct guidance and some autonomy where working in teams is required.

Competencies are applied to a limited range of tasks and roles; with an emphasis on training and development to higher skill levels required under this classification structure. An employee shall have the following demonstrated characteristics, or knowledge, and exhibit a preparedness to undergo training to expand their skills base:-



Cinema Worker Level One, continued:

- Practice high standards of personal hygiene and grooming.
- Show awareness of effective interpersonal communication skills.
- Perform routine operational tasks.
- Follow Company Safety Procedures.
- Basic literacy and numeracy.
- Demonstrate a capacity and willingness to take and follow directions, and ability to work effectively as part of a small team.

Generally, work such as ushering and routine clearing between sessions, receptionist, would be routinely performed by employees at this level.

Cinema Worker Level Two:

An employee at this level shall exhibit all of the knowledge and characteristics required of an employee at level one, and in addition shall be able to:-

- Follow establishing policies and procedures on Occupational, Health and Safety.
- Organise medical assistance for customers.
- Assist in control of emergency situations.
- Follow company security procedures.
- Provide information and assistance to customers.
- Demonstrate problem solving skills.

An employee working at this level shall be under routine supervision with intermittent checking, however some autonomy where working in teams is required.

Indicative of this level would be the following demonstrated competencies:

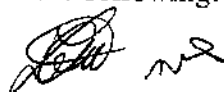
- Process sales and admissions.
- Follow routine administrative procedures.
- Take delivery of stock.
- Carry out stock-taking procedures.
- Assist with the makeup and presentation of Cinematic Programs.
- Assist with the carrying out of routine mechanical and technical maintenance to a sub trade level, under the direct supervision of an employee at level three.
- Undertaking training deemed appropriate to progress to level three.

Level Three

Employees at this level shall work under limited supervision which may take the form of broad guidance.

Responsibility for the work of others may be involved, team co-ordination may be required.

In addition to the skills and knowledge required at level two, an employee at this level shall be able to perform most of the following:



Level Three, continued:

- Manage emergency situations and liaise with internal and external services.
- Identify and resolve difficult customer situations.
- Supervise staff workload.
- Prepare staff rosters.
- Act as a communication link between employees and management.
- Conduct staff appraisal.
- Establish relationship with customers.
- Validate training in the workplace.
- Implement and monitor operational procedures.
- Prepare stock orders.
- Design and perform routine administrative procedures.
- Applied knowledge of industrial agreement.
- Applied knowledge of legislative framework relating to the operation of a Cinema Complex.

Indicative of this level responsibilities are:

- Responsibility for the quality of the Theatrical and Technical presentation of programs.
- Responsibility for the safe and effective conduct of staff in one of box office, projection, concession and ushering roles.
- Provides competent technical advice and application of trade level skills required for the usual operation of projection, sound and associated systems.

Examples of work performed at this level would include Front of House Supervision.

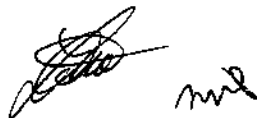
Cinema Worker Level Four

An employee at this level will have expertise in more than one area of the operation of a cinema complex, and will be responsible for giving technical or other advice on policy development matters, and/or budget development. They shall be expected to exercise a high degree of discretion.

They shall be responsible for the carrying out of most of the following functions:-

- Conduct staff interviews.
- Analyse staffing needs.
- Advise staff on avenues for career advancement.
- Identify staff training needs.
- Maximise sales.
- Organise and administer stock-takes.
- Implement product improvement and development plans.
- Assist with development and the control of budgetary processes.

Work at this level would include Relief Manager and Chief Projectionist Functions.

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RATES OF PAY

	Column A Wkyl / Hrly Casual	Column B Wkyl / Hrly Casual	Column C Wkyl / Hrly Casual
Level 1	290.80 / 9.95	299.50 / 10.25	311.50 / 10.65
Level 2	310.10 / 10.65	319.40 / 10.95	322.20 / 11.40
Level 3	416.50 / 14.30	429.00 / 14.75	446.15 / 15.35
Level 4	458.15 / 15.70	471.90 / 16.30	490.80 / 16.95

Column "A" shall apply from date of registration

Column "B" shall apply from January 1, 1995

Column "C" shall apply from January 1, 1996

8. Averaged Penalties for Weekly Employees.

- (i) In addition to the weekly rates contained in Clause 5, a further loading of 15% shall be paid to all weekly employees. Such loadings shall compensate for ordinary hours worked on Saturdays, Sundays and Public Holidays, as well as compensating for annual leave loading.
- (ii) The loading in (i) above shall be used for all calculations arising from this agreement, and shall relate to Public Holidays where the employee is not rostered for duty.

9. Terms of Engagement

- (a) An employee shall be employed as one of the following:-
 - (i) A full-time weekly employee;
 - (ii) A part-time weekly employee;
 - (iii) A casual employee.
- (b) The employment of employees (excluding casuals) may be terminated by one week's notice on either side which may be given at any time or by the payment by the employer or forfeiture by the employee of a week's pay in lieu of notice. This shall not affect the right of the company to dismiss an employee without notice in the case of an employee guilty of malingering, inefficiency, neglect of duty or misconduct.



- (c) Trial Period - Notwithstanding anything elsewhere contained in this clause, the first month of weekly employment will be on a trial basis and may be terminated by two days' notice by either side. Provided that if the requisite notice is not given during this period the payment or forfeiture of two days' wages depending upon when termination is effected will be applied.
- (d) Notwithstanding anything contained in this agreement the company may deduct payment of wages for any day on which an employee cannot be usefully employed because of:-
 - (i) any strike;
 - (ii) any breakdown of machinery; or
 - (iii) any stoppage of work unavoidable by the employer.

10. Part-Time Employment

A part-time employee shall be entitled to all of the conditions of full-time employment, on a pro-rate basis, subject to the following:-

- (a) Part-time employment shall be offered on the basis of between 12.5 and 27.5 hours per week, averaged over four calendar weeks.
- (b) The ordinary hours of work for part-time employees shall be worked in shifts of between 2.5 and 7.5 continuous hours.
- (c) Part-time employees shall, notwithstanding anything else contained in this agreement, be paid overtime for all hours worked, in excess of 7.5 per day, or, in excess of the contracted four weeks average.
- (d) An employee shall, prior to their commencement of part-time employment be advised, in writing, of their minimum weekly, and four weekly averaged hours. And, where appropriate, the limitation of the duration of their contract of employment.

11. Casual Employment

A casual employee is one engaged as such subject to the following limitations:-

- (a) The employee shall be engaged for a minimum 2.5 hours, to be worked consecutively.
- (b) The appropriate hourly rate shall be established by dividing the appropriate weekly rate by 35 and the adding of a loading of 20 percent. Such loading shall be in lieu of all paid leave entitlements arising from this agreement and relating to a full-time employee, including annual leave equal to 4 weeks leave as provided in the Annual Leave Act, 1944.

- (c) A casual's engagement shall be terminated at the conclusion of the rostered shift.

12. Hours of Work

- (a) The ordinary hours of work shall be between 9.00 a.m. and 1.00 a.m., Monday to Sunday, inclusive.
- (b) Full-time weekly employees shall be engaged for an four week average of 35 ordinary hours per week, rostered in shifts of between 4 to 14 consecutive hours.
- (c) no weekly employee shall:-
- (i) work more than 45 ordinary hours in seven days; and in the case of full-time employees less than 30 hours per week.
- (ii) be required to work on a day or days of a religious significance to them, should they be members of an organised religion.
- (d) Nothing in this Agreement should be construed as requiring the company to open the complex on any given day.

13. Overtime

Overtime shall be paid at 1.5 times the ordinary rate for the first two hours and thence double the ordinary rate where an employee:

- (a) works more than a weekly or four week average of hours prescribed in this Agreement, or;
- (b) works between 1.00 a.m., and 9.00 a.m., or;
- (c) works through a period when a meal break should have been provided, or;
- (d) is not provided a break of at least ten consecutive hours between work on consecutive days, or until such time as a clear ten hour break is taken, or;
- (e) works in excess of 14 hours for full-time staff, or 7.5 hours for part-time staff, on any calendar day.

14. Payment of Wages and Salaries

On a fixed day of each week employees shall be paid by cash.

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15. Higher Duties

An employee transferred to work in a classification that provides for a rate of pay higher than the employee's own ordinary rate shall be paid at such higher rate during the period of transfer, such payment to continue for a minimum period of one hour.

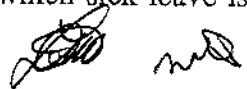
16. Meal Breaks

- (a) Meal breaks shall be not less than thirty (30) minutes and not more than one (1) hour.
- (b) Such meal breaks are to be commenced not more than five (5) hours after commencing of work.
- (c) If employees are required to work during the time when a meal break should be allowed pursuant to this clause they shall be paid for such time at the appropriate overtime rate and the meal break shall be postponed to another mutually convenient time.
- (d) No part of the time taken as a meal interval shall be counted as part of the ordinary hours of work.
- (e) Where practicable a paid tea break of ten minutes may be allowed each day for full-time employees. Provided that the taking of such break(s) shall be subject to the workload of the business.

17. Sick Leave

A weekly employee with not less than three (3) months' continuous service with the company who, by reason of personal ill-health or ill health of a dependant in their permanent care, is unable to attend for duty shall be entitled to ordinary rates of pay for the actual time of such non-attendance subject to the following conditions and limitations:-

- (a) The employee shall not be entitled to paid leave of absence for a period in respect of which the employee is entitled to compensation under the Workers' Compensation Act, 1987.
- (b) The employee, wherever possible, shall, prior to the commencement of such absence, inform their superior of the employee's inability to attend for duty and as far as practicable, state the nature of the injury or illness and the estimated duration of absence.
- (c) The employee shall provide to the satisfaction of the company, by the production of a medical certificate, or such other evidence that as may be acceptable to the employer that he/she was unable, on account of illness or injury, to attend for duty on the day or days for which sick leave is claimed.



(d) An employee shall be entitled to be paid sick leave according to the following scale:

- (i) During the first year of service - 42 hours;
- (ii) During the second and subsequent year of service - 63 hours.

Provided that the sick leave entitlement under this clause may be accumulated, subject continuous employment, for a maximum of 224 hours in addition to the current year's entitlement.

my (e) Sick leave absences occurring within the period of ^{SAY} three months of employment shall be paid for ~~with the maximum of 10.5 hours~~, such payment may be withheld by the employer until the employee has completed 3 months service.

Notwithstanding any of the above an employee shall be entitled to a minimum of 1 weeks paid sick leave during their first year of employment.

18. Annual Leave

- (a) An employee shall be entitled to five weeks' leave for each period of employment of twelve months, less the period of leave.
- (b) No employee shall accumulate more than 50 days' annual leave, subject to the Annual Leave Act, 1944.
- (c) Annual leave shall be taken at a time mutually convenient to the employee and the company.
- (d) An employee shall be re-credited for annual leave where they are recalled by the employer.
- (e) Should an employee's service be terminated prior to the completion of a full year, as defined in (a) above, they shall receive one twelfth of the annual leave entitlement for each completed month of service.
- (f) For all other conditions see the Annual Leave Act, 1944.

19. Compassionate Leave

On the death of a weekly employee's wife, husband, father, mother, brother, sister, parent-in-law, grandparents, grandchildren, child, or step-child, the employee shall be entitled to leave:

- (a) Not exceeding two (2) days if such relation dies within Australia, or
- (b) Not exceeding three (3) days if such relation dies overseas and the employee travels overseas to attend the funeral

Provided that any unpaid leave of absence authorised by the company, taken in conjunction with such leave, shall not affect the employee's continuity of service.

For the purpose of this clause the word "wife" or "husband" shall not include a wife or husband from whom the employee is separated, but shall include a person who lives with the employee as a de facto partner.

20. Jury Leave

- (a) A weekly employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the company an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury service.
- (b) An employee shall notify the company as soon as possible of the date upon which he/she is required to attend for jury service. Also, the employee shall give the company proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

21. General Conditions

- (a) A sufficient supply of boiling or purified water shall be provided at meal hours for all employees.
- (b) A lunch room, which may be an area separated by a partition, (mobile or otherwise) from the public and is separated from any dressing room shall be provided by the company.
- (c) A lockable cabinet, cupboard, drawer, or locker, where employees' valuables may be stored shall be provided by the company.
- (d) Access to suitable lavatory facilities in close proximity shall be provided by the company.
- (e) Where the company requires an employee to wear a special uniform., the employer shall supply and maintain such uniform, free of charge, to the employee by the company laundering, or dry cleaning such uniform.

22. Grievance and Dispute Settling Procedure

Subject to the Industrial Relations Act 1991 grievance or disputes shall be dealt with in the following manner:

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- (a) The employee is required to notify (in writing or otherwise) the company as to the substance of the grievance, requesting a meeting with the company representative for bilateral discussions and state the remedy sought. This meeting shall take place within two working days of the issue arising (weekends and holidays accepted).
- (b) If agreement is not reached, the matter shall then be referred by the company representative to a higher authority (where this exists) no later than three working days after (a) above (weekends and holidays excepted). At the conclusion of the discussion, the company must provide a response to the employee's grievance if the matter has not been resolved, implementing any proposed remedy.
- (c) If the matter is still not settled within a reasonable period of time, it may be referred/notified to the Industrial Relations Commission for settlement by either party.
- (d) While a procedure is being followed, normal work must continue.
- (e) The company may be represented by an industrial organisation of employers and the employee(s) may be represented by the Union for the purposes of each step of the procedure.

23. Existing Rates of Pay

An employee who on the date of coming into force of this Agreement is receiving a higher rate of pay than the minimum fixed by this Agreement shall not have such rate of pay reduced as a consequence of the coming into operation of this Agreement.

No future employee shall receive in aggregate conditions of employment less favourable than those provided for under section 122.3 of the Industrial Relations Act 1991.

24. Union Dues

- (i) The company shall provide a salary deduction facility for union dues.
- (ii) The company shall, upon receipt of a signed salary deduction authority from the employee concerned, deduct amounts on behalf of the Union and forward same to the union on a monthly basis.
- (iii) The Union Secretary shall promptly notify the company, in writing, of the appropriate quorum of fees to be deducted.

25. Right of Entry of Union Representatives, Duties and Rights of Union Delegates, Paid Meetings

Subject to Section 733 of the Industrial Relations Act, 1991, the employer undertakes to observe the following arrangements in regard to union representatives and union delegates.

1. Authorised representatives of the union shall have access to employees covered by this Agreement during operational hours subject to the following limitations:
 - (a) They shall not interfere with the operation of the complex or its employees usual work performance.
 - (b) Advise management in advance of their intention to visit the premises, the nature of their business and with whom they seek to talk.
 - (c) That no action is inconsistent with the stated intention of parties to this agreement to conduct industrial relations in a harmonious fashion.
2. Management shall acknowledge the right of the Union's accredited delegates to conduct legitimate Union business during operational time, and shall do whatever is practicable to achieve the continuance of harmonious industrial relations at the complex through co-operation with accredited delegates.
3. Union members shall be entitled to attend two on-site meetings in any calendar year, without loss of pay, provided that:
 - (a) Such meetings are called at a time convenient to the parties to the Agreement.
 - (b) The Union provides management 14 clear days' notice of its intention to call such a gathering.
 - (c) Meetings do not exceed two hours in duration.
4. Management shall provide a lock up notice board in an area convenient to either staff changing facilities or rest rooms, for the purpose of the Union posting notices and a copy of this Agreement, and all variations. The key shall be kept by a duly authorised representative of the Union.

26. Definitions

Company, Employer, Management, - are all terms which shall be taken to mean Lindsay M. Woods Trading as Stanmore Cinema Centre or such individuals authorised to act on his behalf.

Complex - shall mean the Stanmore Cinema Complex.

Ordinary Rate - shall mean the rate of pay normally applying to work performed under this agreement, and shall include casual loadings and averaged penalties.

Paid Leave - shall be at ordinary rates as defined above.

Union - shall be the New South Wales Theatrical Employees Union.

27. Training

The parties acknowledge that varying degrees of training are provided to employees, both by internal, on the job, and through external training providers.

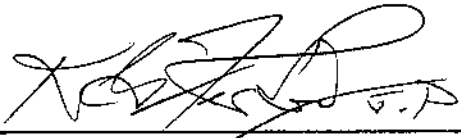
The parties commit themselves to continuing such training as is regarded by them as appropriate and improving training in cases where this is required.

It is agreed that the parties will co-operate in ensuring that appropriate training is available for all employees and the parties agree to co-operate in encouraging employees to avail themselves of the benefit to both from such training.

Signed for and on behalf of the Stanmore Cinema Complex



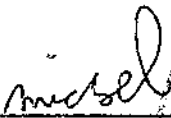
Lindsay M. Woods (Proprietor)



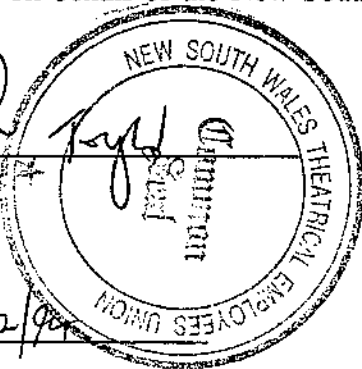
Witness

Date: 13 FEB. 1994

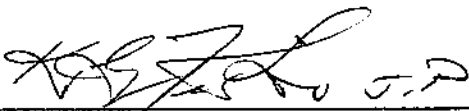
Signed for and on behalf of the New South Wales Theatrical Employees Union



Michael Taylor



The seal is circular with the text "NEW SOUTH WALES THEATRICAL EMPLOYEES UNION" around the perimeter. In the center, there is a stylized logo that appears to be a combination of the letters "T" and "E".



Witness

Date: 14/2/94

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