

ENTERPRISE AGREEMENT

NO: E.A. 261 /1995

DATE REGISTERED: 26-7-95

PRICE: \$ 16-00

WOLLONGONG SURF LEISURE RESORT ENTERPRISE AGREEMENT

1 Title

- 1.1 This agreement shall be known as the Wollongong Surf Leisure Resort Enterprise Agreement ('the Agreement').

2. Arrangement

- 2.1 This Agreement is set out in the following manner.

<u>Clause No.</u>	<u>Subject Matter</u>
1.	Title
2.	Arrangement
3.	Parties Bound and Enterprise Covered
4.	Operation
5.	Scope of Coverage
6.	Contract of Employment
7.	Casual Workers
8.	Minimum Rates of Wages for Ordinary Hours
9.	Ordinary Hours of Employment
10.	Overtime
11.	Public Holidays
12.	Meal Breaks and Refreshments
13.	Annual Leave
14.	Sick Leave
15.	Disputes and Grievances Procedure
16.	No Duress
17.	Signatures

3. Parties Bound and Enterprise Covered

- 3.1 This Agreement is between Whittaker, Gibson Partnership trading as Wollongong Surf Leisure Resort, on the one part (the 'Employer') and the staff of the enterprise described in Clause 3.3 (the 'Employees').
- 3.2 The enterprise to which this Agreement relates is known as Wollongong Surf Leisure Resort, Pioneer Rd, Fairy Meadow, N.S.W., 2519, offering accommodation, recreational and conference facilities and temporary accommodation.
- 3.3 This Agreement covers employees otherwise covered in the trades and occupations of Clerks, Grade 4 and 5 of the Clerks (State) Award, Gardener, Level 1 of the Miscellaneous Gardeners &c (State) Award, Caretaker of the Miscellaneous Workers' - General Services (State) Award, Chef/Cook Alone, Second Cook, Waiter/Waitress, Pantryman/maid, Cleaner or Useful of the Restaurant Employees (State) Award, Laundry Helpful of the Laundry Employees (State) Award and Shop Assistant of the Shop Employees (State) Award.

4. Operation

4.1 This Agreement shall operate from the date of registration (which is noted as day of 199) and shall remain in force for 3 years from the said date of registration.

5. Scope of Coverage

5.1 The Agreement regulates totally the terms and conditions of adult and/or junior employees as applicable for the trades and occupations of Clause 3.3 instead of the Clerks (State) Award, the Miscellaneous Gardeners &c (State) Award, the Miscellaneous Workers' - General Services (State) Award, the Restaurant Employees (State) Award, the Laundry Employees (State) Award and the Shop Employees (State) Award. To the extent of any inconsistency between the award and the Agreement, the Agreement shall prevail.

5.2 Nothing in this Agreement limits the application to an employee bound of any conditions that apply under any Act irrespective of its conditions such as parental leave, annual leave, long service leave, jury service, superannuation, workers compensation.

6. Contract of Employment

6.1 Weekly employees shall have a continuing employment relationship and be engaged by the week for a maximum of 38 hours on average per week.

6.2 Weekly part-time employees can be employed to work regular days and hours with a minimum of 20 ordinary hours each week and less than the ordinary number of hours prescribed for weekly employees.

6.3 Weekly employees may be terminated during the first six (6) months of employment (on probation) by four (4) hours notice and thereafter (following confirmation) by one (1) weeks notice on either side.

6.4 Nothing in the Agreement shall affect the right of the Employer to dismiss an employee without notice for refusal of duty, neglect of duty or misconduct.

7. Casual Workers

7.1 Casual workers are engaged and paid by the hour. There shall be a minimum engagement of 4 hours. Such engagements shall be less than 38 hours in any week, can be terminated without notice by either party and shall not include a continuing employment relationship nor regular hours.

7.2 Any employee working such hours as would have entitled them to casual loading under the relevant award, shall be paid that loading.

8. Minimum Rates of Wages for Ordinary Hours

8.1 The minimum rates of pay for each adult employee shall be fixed at the following rates:

Level 1 Waiter/Waitress, Pantryman/maid, \$7.55 per hour
Chef/Cook Alone, Second Cook, Cleaner or Useful

Employees, under 21 years of age, shall receive the following minimum hourly rate:

Under 18 years of age \$4.45 p.h.
At 18 \$4.90 p.h.
At 19 \$5.60 p.h.
At 20 \$6.35 p.h.

Part-time employees shall receive the hourly rate specified plus 15%.
Casual workers, engaged according to Clause 7, shall receive the hourly rate specified plus 33.3%.

Level 2 Gardener, Laundry Helpful \$9.15 per hour

Employees, under 21 years of age, principally engaged in the laundry shall receive the following minimum hourly rate:

At 16 \$5.80 p.h.
At 17 \$6.25 p.h.
At 18 \$7.10 p.h.
At 19 \$8.00 p.h.
At 20 \$8.90 p.h.

Part-time gardeners shall receive the hourly rate specified plus 10%.
Casual workers, engaged according to Clause 7, shall receive the hourly rate specified plus 15%.

Level 3 Shop Assistant, Caretaker, Clerk \$10.60 per hour

Employees, under 21 years of age, principally engaged as shop assistants and/or clerks shall receive the following minimum hourly rate:

Under 16 years of age \$4.25 p.h.
At 16 \$5.30 p.h.
At 17 \$6.35 p.h.
At 18 \$7.40 p.h.
At 19 \$8.45 p.h.
At 20 \$9.50 p.h.

Part-time caretakers shall receive the hourly rate specified plus 10%.
Casual workers, engaged according to Clause 7, shall receive the hourly rate specified plus 20%.

8.2 Employees employed in trades and occupations of this Agreement will be informed in writing of their classification.

8.3 The employer, having regard to the skills, responsibilities and merit of an employee, may agree with an individual employee by separate contract to pay a rate in excess of the rates in Clause 8.1.

[Handwritten signatures and initials]
P.W. (P) SS
K.K. J. C. A.W. K.M. P.M. S. C.B. R. E.

9. Ordinary Hours of Employment

- 9.1 The ordinary hours of work shall be by mutual agreement from time to time. They shall not exceed 38 hours per week averaged over a 52 week period and not be more than 9 per day, Monday to Friday.
- 9.2 Wherever reasonably possible work shall be arranged so that an employee shall have at least 10 consecutive hours of duty between work on successive days.

10. Overtime

- 10.1 Employees who work in addition to ordinary hours shall do so by agreement from time to time and shall be paid at the same rate as the rate which would ordinarily apply for ordinary hours in this Agreement..
- 10.2 Employees who work maximum ordinary hours and whose rate is 5% or more above the minimum rate fixed by Clause 8.1 can claim overtime hours at the ordinary hours rate plus 5%.
- 10.3 An overtime meal allowance can be paid at the discretion of the employer.

11. Public Holidays

- 11.1 Employees can, by agreement work ordinary hours on any days appointed as Public Holidays throughout the State.
- 11.2 Where an employee would have been entitled to payment for not working ordinary hours on a Public Holiday, had an award applied, payment will be according to Clauses 8 and 9 of this Agreement.

12. Meal Breaks and Refreshments

- 12.1 Non-paid meal breaks shall be as arranged between the Employer and the employee.

13. Annual Leave

- 13.1 Annual Leave will be according to provisions of the Annual Holidays Act 1944.

14. Sick Leave

- 14.1 A weekly employee who is unable to attend or remain at his/her place of employment by reason of personal illness or personal incapacity shall be entitled to one (1) week of absence paid at the appropriate ordinary hourly rate for the first and each subsequent year of employment. Such days if not taken shall not accumulate from year to year under this agreement.
- 14.2 Provided that the employee complies with the following conditions:
- 14.2.1 The employee shall, where practicable, advise the employer of his/her inability to attend for work on the morning of the absence and as far as possible the nature of the illness and the estimated period of absence; and
- 14.2.2 If so required by the employer, the employee shall produce a medical certificate or other satisfactory evidence to prove the employee's inability to attend for duty on the days in respect of which sick leave is claimed.
- 14.2.3 The foregoing provisions are not intended to limit the Employer dealing with particular cases on a more generous basis.

15. Disputes and Grievances Procedure

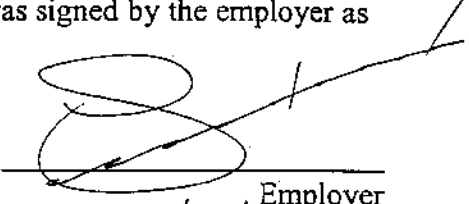
- 15.1 All disputes or grievances arising within the enterprise shall as far as practical be resolved through consultation among all of the parties within the enterprise. Accordingly the following procedure shall be followed:
- 15.1.1 initially the staff member shall discuss any grievance, dispute or claim with the immediate supervisor
- 15.1.2 where there is no satisfactory resolution arising from discussions between the employee and his/her supervisor they may agree to involve other employees on a confidential and informal basis from any level or section of the enterprise.
- 15.1.3 where there is no satisfactory resolution through informal discussions among nominated employees the aggrieved employee may after informing his supervisor take the matter for resolution to the Park Manager.
- 15.1.4 where there is no satisfactory resolution through informal discussions among nominated employees the aggrieved employee may after informing his supervisor take the matter for resolution to a Proprietor of the enterprise.
- 15.1.5 should the matter involve interpretation of this Agreement the employee and Proprietor may agree on the involvement of an impartial third party from outside the organisation who can assist them reach a mutually acceptable outcome.
- 15.2 If not settled the parties may request the matter to be taken up through the due processes with the Industrial Relations Commission.

16. No Duress

16.1 The Wollongong Surf Leisure Resort Enterprise Agreement was not entered into under duress by any of the following persons who are expressed to be party to it.

17. Signatures

17.1 The Wollongong Surf Leisure Resort Enterprise Agreement was signed by the employer as follows:



 Employer
 12/4/95

 Date

17.2 The signatures of the employees are as follows:

Name	Residential Address	Signature
CHAMBERS ERICA	UNIT 1 18 ELLIOTT ROAD FAIRY MEADOWS	E Chambers
COLLESELLI BRIOGET	SITE 319 W. S.L.R. PIONEER RD FAIRY MEADOWS	B. Colleselli
CORBETT NOEL	UNIT 12 55 MOUNTAIN RD AUSTIN MER.	Noel Corbett
CREATI SUE	SITE 257 W.S.L.R PIONEER ROAD FAIRY MEADOWS	S. Creati
DAVIES CHRIS	UNIT 2 1 STOREY ST PORT KEMBA	C. DAVIES
HUBBARD SCOTT	68 CREST RD ALBION PARK	Scott Hubbard
HUGHES ANDREW	30 DENNISON ST WOLLONGONG	A. Hughes
HUGHES KELLIE	35 WILKINSON ST DAPTO	
KING BARBARA	5 PINNACRO PL MT KEIRA	Barbara King
KING TREVOR	5 PINNACRO PL MT KEIRA	T. King
KNOWLES KAREN	UNIT 8 21 SMITH ST WOLLONGONG	K. Knowles
Mc Gillick Mc GILICK KRISTY	81 WINNIEGANG ST WARRAWONG	K. McGillick
MASON SONDRA	20 COLLAERY RD RUSSELL VALE	S. Mason
MORGAN PATRIEK	42 LAKELANDS DR DAPTO	P. Morgan

