

ENTERPRISE AGREEMENT

NO: E.A. 359 /1995

DATE REGISTERED: 24-10-95

PRICE: \$ 16-00

ENTERPRISE AGREEMENT

BETWEEN

TERREY HILLS GOLF AND COUNTRY CLUB HOLDINGS LTD

AND

COURSE MAINTENANCE EMPLOYEES

(Filed with the Industrial Registrar on *4 August* 1995)

AN ENTERPRISE AGREEMENT made this *31* day of *JULY* 1995, in pursuance of the provisions of the Industrial Relations Act 1991 of New South Wales between Terrey Hills Golf and Country Club Holdings Ltd., located at Booralie Road, Terrey Hills, NSW, 2084 and course maintenance employees.

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1. TITLE OF AGREEMENT

This Agreement shall be known as the TERREY HILLS GOLF AND COUNTRY CLUB ENTERPRISE AGREEMENT NO. 2.

2. ARRANGEMENT

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3. INCIDENCE AND PARTIES BOUND

This Enterprise Agreement is made pursuant to Chapter 2, Part 3, Division 2 of the New South Wales Industrial Relations Act, 1991, entered into between the Terrey Hills Golf and Country Club Holdings Ltd [THGCC] and course maintenance employees.

4. TERM OF AGREEMENT

This Enterprise Agreement shall take effect from the date of registration and operate from the first full pay period to commence after 1995 and shall be for a nominal term of 36 months.

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5. RELATIONSHIP TO PARENT AWARD

It has been agreed by the parties that the Golf Club, &c., Employees [State] Award will continue to regulate the rates of pay and conditions of employment for the employees covered by this Agreement except to the extent that such rates and/or conditions of employment have been varied by this Agreement in which case the provisions of this Agreement shall apply.

6. DURESS

This Enterprise Agreement has not been entered into under duress by any of the parties.

7. PURPOSE OF AGREEMENT

The principle purpose for this Agreement is to replace the Terrey Hills Golf & Country Club Enterprise Agreement No.1 (EA254/93), which will reach its nominal expiry date on 26 August 1995, and to include additional employment conditions that will continue to be beneficial for the company's overall efficiency as well as providing greater job security with more rewarding and fulfilling jobs for employees.

8. HOURS OF WORK

8.1 The ordinary hours of work, excluding meal breaks, shall not exceed 38 hours per week and where practicable, be spread over four [4] or five [5] consecutive days in each week, Monday to Sunday inclusive. The "week" will commence on a Thursday.

The Course Superintendent [or the Assistant Course Superintendent] will develop a roster system to enable weekend work to be spread equitably between all employees party to this Agreement. Saturdays and Sundays are considered to be normal working days.

8.2 The daily commencing and finishing times will be arranged by the Course Superintendent [or the Assistant Course Superintendent] to satisfy the seasonal and operational requirements.

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8.3 Meal breaks may be staggered [without payment of a penalty] to ensure that course maintenance employees are available at all times to suit the requirements of the Course Superintendent.

9. OVERTIME

9.1 Overtime will be paid for all time worked in excess of 38 ordinary hours work each week, except where payment is made in accordance with the provisions as set out in clause 9.3 herein.

9.2 All overtime will be paid for at the rate of time and one half [T1½].

9.3 Where an employee works 10 hours or more in any one day (after deduction for time taken for meal breaks), all time worked in excess of 8 hours on that day will be regarded as overtime.

9.4 An employee may elect to take time off in lieu of payment for overtime worked (whether accrued as a result of either daily or weekly provisions). The time credited by the employee will be at the rate of one and one-half [1½] times the overtime hours actually worked. The period for taking such time off in lieu must be mutually agreed between the employee and the Course Superintendent with the intent that where possible, the time be taken off within 30 days of obtaining credit.

10. PUBLIC HOLIDAYS

10.1 Each full time employee not required to work on a public holiday will receive ordinary pay for the day.

10.2 An employee required to attend for duty on a public holiday will, in addition to payment for a public holiday, be paid at overtime rates for all hours worked but for a minimum of four [4] hours duty.

10.3 Employees rostered to work on a public holiday will be given another day/part of a day off on ordinary pay to suit the requirements of the Course Superintendent.

11. SUPERANNUATION

Course maintenance employees may make additional voluntary contributions on their own account by way of payroll deduction, such contributions being in addition to the THGCC statutory contributions which are currently at 5%.

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Wages will be paid weekly through Electronic Funds Transfer [EFT], no later than on a Thursday.

13. ANNUAL LEAVE

13.1 Annual leave will be in accordance with the Annual Holidays Act 1944.

13.2 An employee's annual leave entitlement is twenty [20] days each year. Such leave may be taken at times to suit THGCC, having regard to the course maintenance requirements.

13.3 Annual leave may be accrued up to thirty [30] days.

13.4 Pro-rate leave may not be approved during the first six [6] months of employment.

14. ANNUAL LEAVE LOADING

The provisions of Clause 12 of the award specified in Clause 5 of this Agreement are to be disregarded by course maintenance employees.

15. ADDITIONAL LEAVE

The provisions of clause 12 of the Award specified in Clause 5 of this Agreement are to be disregarded by course maintenance employees.

16. SICK LEAVE

16.1 Subject to the provisions of evidence satisfactory to THGCC and the provisions hereunder, an employee shall be entitled to thirty-eight [38] hours paid sick leave during the first year of service and sixty point eight [60.8] hours paid sick leave during the second and subsequent years of service.

16.2 Payment for any absence on sick leave during the first three [3] months of employment with THGCC will be withheld until the employee completes such three [3] months of employment at which time retrospective payment shall be made if claimed by the employee.

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16.3 Untaken sick leave shall be allowed to accumulate indefinitely.

17. TERMS OF ENGAGEMENT

17.1 Employees, other than casual employees, shall be employed by the week and their engagement shall be terminated only by one [1] week's notice on either side, to be given at any time during the week or by the payment of forfeiture, as the case may be, of a week's wages in lieu thereof.

17.2 This clause shall not affect the right of the employer to dismiss an employee without notice for refusal of duty or misconduct and in such cases the wages shall be made up to the time of dismissal only.

18. DISPUTE PROCEDURE

The procedure for the resolution of industrial disputation will be in accordance with Section 185 of the New South Wales Industrial Relations Act 1991. These procedural steps are:

18.1 Procedure relating to a grievance of an individual employee:

- [i] 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.
- [ii] 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.
- [iii] Reasonable time limits must be allowed for discussion at each level of authority.
- [iv] At the conclusion of the discussion, 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.
- [v] While a procedure is being followed, normal work must continue.

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[vi] The employee may be represented by an industrial organisation of employees.

18.2 Procedure for a dispute between an employer and the employees:

- [I] 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.
- [ii] Reasonable time levels must be allowed for discussion at each level of authority.
- [iii] While a procedure is being followed, normal work must continue.
- [iv] 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 purposes of each procedure.

19. **SIGNATORIES**

Signed for and on behalf of the Terrey Hills Golf and Country Club Holdings Ltd


Signed..... 

Witnessed by..... 


Date..... 31/7/95



Signed by the course maintenance employees of the Terrey Hills Golf and Country Club Holdings Ltd.

Signed..... C. Chermi 

Date..... 28/7/95

Signed..... M. Allen 

Date..... 28/7/95

Signed..... J. Bay 

Date..... 28/7/95

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Signed *D. Allen* Date 28/7/95

Signed *J. Foster* Date 28/7/95

Signed *P.M. Roberts* Date 28-7-95

Signed *[Signature]* Date 23-7-95

Signed *[Signature]* Date 28-7-95

Signed..... Date.....

Signed..... Date.....