

ENTERPRISE AGREEMENT

NO: E.A. 124 /1996

DATE REGISTERED: 8-5-96

PRICE: \$ 40-00

THE "MURRAMARANG RESORT" ENTERPRISE AGREEMENT

PART I - PURPOSE

CLAUSE 1 - TITLE

This agreement shall be known as the Murramarang Resort Enterprise Agreement.

CLAUSE 2 - ARRANGEMENT

This agreement is set out in the following manner:-

<u>PART</u>	<u>CLAUSE NO.</u>	<u>SUBJECT MATTER</u>
I	1	Title
	2	Arrangement
	3	Intention
	4	Date of Operation
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	7	Mission Statement
	8	Staff Code of Conduct
II	9	Contract of Employment
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V	18	Training
VI	19	Annual Leave
	20	Sick Leave
	21	Long Service Leave
	22	Bereavement Leave
	23	Parental Leave
VII	24	Grievance Procedures
	25	Counselling and Disciplinary Procedure
	26	Clothing/Uniforms
	27	Duress

CLAUSE 3 - INTENTION

This agreement shall apply to all staff employed at the Murramarang Resort, 86-88 Banyandah Street, South Durras within the occupations contained in this agreement.

CLAUSE 4 - DATE OF OPERATION

This agreement shall operate from the date of registration () and shall remain in force for a period of THREE YEARS.

This agreement supersedes "The Murramarang Caravan and Camping Resort Enterprise Agreement". (EA 41/93).

CLAUSE 5 - INCIDENCE

This agreement shall totally regulate the terms and conditions of employment previously regulated by the Clerks (State) Award, the Miscellaneous Gardeners (State) Award, and Private Resort, Hotels, Guest Houses & C., Employees (State) Award.

This agreement will not apply to Award Free personnel such as the General Manager, Assistant General Manager, Financial Controller, the Marketing and Human Resource Manager, Entertainment Managers, Accommodation Manager, Executive Chef, Front Office Night Manager, Maintenance Manager, Housekeeping Manager, Tour Manager and Bar Manager.

CLAUSE 6 - NO FURTHER CLAIMS

It is a commitment by staff, signatories to this agreement, not to pursue any extra claim, award or over award except where they are consistent with this agreement, for the duration of this agreement. Provided that the hourly rate for ordinary hours of employment is not less than the rate which would have otherwise been applicable from time to time for the employee under the relevant award. The Industrial Relations Commission of NSW has defined hourly rate for ordinary hours of employment as the ordinary time rate of pay prescribed by the relevant award and does not include shift penalties and/or any other additional penalties or allowances.

CLAUSE 7 - MISSION STATEMENT

The Murramarang Resort aims to be the best and most progressive resort with facilities unequalled by any other Resort in Australia.

The Murramarang Resort is designed to keep Australians holidaying in Australia and to encourage international guests to our shores.

The Murramarang Resort is destined to be the perfect family holiday.

CLAUSE 8 - STAFF CODE OF CONDUCT

8.1 CODE OF CONDUCT

appearance at all times and be courteous to park guests. Should staff face uncontrollable circumstances then immediate supervisors should be sought to rectify any difficulties.

Unreasonable behaviour by staff or refusal to carry out directions by Management will invoke disciplinary procedures in accordance with this agreement.

The proprietors expect that staff will promote consistently the attributes of the Resort at all times.

8.2 STAFF CONSULTATION

Proprietor will participate with Management and staff in regular meetings to discuss park performance and facilities.

PART II - TERMS AND CONDITIONS OF EMPLOYMENT

CLAUSE 9 - CONTRACT OF EMPLOYMENT

9.1. PERMANENT EMPLOYEES

Employees other than casuals, shall be employed by the week. Permanent employees shall for the first thirteen (13) weeks of employment be employed on a probationary basis from day to day at the appropriate weekly rate and terminable on a day's notice.

9.2. CASUAL EMPLOYEES

9.2.1 A casual employee is one that is engaged and paid as such.

9.2.2 Casual employment may be terminated by either side at any time consistent with the relevant legislation.

9.3 PERFORMANCE OF WORK

Employees shall perform work under this agreement as the Proprietor shall, from time to time reasonably require.

9.4 ABSENCE FROM DUTY

Except for authorised leave contained elsewhere in this agreement, employees failing to attend for duty shall not be entitled to pay unless authorised by the Proprietor.

If authorised by the proprietor, such absence be made up by the employee at some other time up to the equivalent period of absence then such time shall not be subject to any penalty payout.

9.5 SUMMARY DISMISSAL

Notwithstanding the provisions elsewhere contained in this agreement, the employer shall have the right to dismiss an employee without notice for conduct that justifies instant dismissal, including malingering, inefficiency, neglect of duty or misconduct and in such cases the wages shall be paid only up to the time of dismissal

CLAUSE 10 - TERMINATION

10.1. Employees other than casuals are required to give one week's notice of termination. Likewise, the Employer must give one week's notice of termination to the employee.

10.2 In the case of either party not giving the appropriate notice then one week's pay in lieu shall be paid by the employer or one week's pay be deducted from any

monies due to the employee's termination pay if such employee does not provide the appropriate notice.

CLAUSE 11 - REDUNDANCY PROVISIONS

Redundancy provisions contained within the relevant NSW legislation will apply in circumstances of redundancy e.g. the NSW Employment Protection Act.

CLAUSE 12 - TIME AND WAGES RECORDS

Time and wages records will be kept in accordance with the NSW Industrial Relations Act 1991.

PART III - SALARIES AND ALLOWANCES

CLAUSE 13 - DEFINITIONS

- 13.1 "SEASON" means the financial year July to June unless specifically expressed otherwise in this agreement.
- 13.2 "EMPLOYER" means the proprietor or his/her nominated representative, of the Murramarang Resort.
- 13.3 "WEEK" shall mean Saturday to Friday unless specifically expressed otherwise in this agreement.

CLAUSE 14 - SALARIES

14.1 PERMANENT / FULL-TIME EMPLOYEES

- 14.1.1 Salaries for all permanent/full-time staff will be reviewed annually. Such reviews will occur in July of each year.
- 14.1.2 Such reviews will be based on performance of the Resort, completion by the employee of the season as defined, performance of the employee and State Wage Cases.
- 14.1.3 The working week will commence on Saturday.
- 14.1.4 (i) Salaries will be paid in cash, cheque or direct transfer into a bank account or financial institution nominated by the employee. Such pay arrangements shall be agreed between the employer and employee.
- (ii) Salaries will be paid Fortnightly on alternate Wednesdays.
- 14.1.5 All employees shall receive an hourly rate for ordinary hours of employment that is, in aggregate, not less than the rate which would have otherwise been applicable from time to time under an award which would have applied to them if this agreement had not been made. The weekly equivalent rate is contained in 14.1.6.(i)
- 14.1.6 (i) Permanent/full-time employees 21 years old and over, shall be paid in accordance with the following table:-

GENERAL

Classification	\$ Per Annum	Equivalent \$ per week
Murramarang Employee		
Level 1	17316	333.00
Level 2	17987	345.90
Level 3	19292	371.00
Level 4	20462	393.50
Level 5	20935	402.60
Level 6	22110	425.20
Level 7	23197	446.10
Level 8	24279	466.90

DEFINITIONS

Food-Beverage-Housekeeping-

- (a) **Murramarang Employee Level 1** shall mean a employee who is primarily engaged in one or more of the following:

cleaning, tidying and general assistant of kitchen, food preparation, customer service areas, including the cleaning of equipment, crockery and general utensils;

assembly and preparation of ingredients for cooking;

handling, storing and distributing goods, including pantry items and linen;

setting and/or wiping down tables, removing food plates, emptying ashtrays and picking up glasses;

assisting employees who are cooking;

general cleaning duties, including accommodation units, amenities etc;

providing general assistance to employees of a higher grade, not including cooking;

laundry and/or linen duties which may include minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials;

the collection and/or delivery of guests' personal dry cleaning and laundry, linen and associated materials to and from accommodation areas;

processing all crockery, cutlery and cookware through the scullery section.

assist with food service as needed;

assist with basic food preparation;

Participate in entertainment and show.

persons not otherwise provided for shall mean any employee for whom no specific classification exists in this award and who has had more than three months service with the employer.

- (b) **Murramarang employee Level 2** shall mean an employee who has not achieved the appropriate level of training and who is primarily engaged in one or more of the following:

receiving, storing and distributing goods;

servicing accommodation areas and cleaning thereof;

tray service to guests' rooms;

transferring guests' baggage and/or property;

driving a passenger vehicle or courtesy bus;

providing basic food and beverage services with personalised guest services;

assisting in dry cleaning process;

cleaning duties using specialised equipment and chemicals;

handy person shall mean a person who is not a tradesperson and whose duties include the performance of routine repair work and maintenance in and about the employer's premises and other general duties such as pool, garden, etc;

security officer;

preparing and/or cooking a limited range of basic food items such as breakfasts, grills and snacks and a cook employed alone;

undertaking general waiting duties in a restaurant, food or beverages, including cleaning of restaurant equipment, preparing tables

and sideboards, taking customers' orders, serving food and/or beverages and clearing tables;

supplying dispensing or mixing of liquor, including cleaning of bar area and equipment, preparing the bar for service, taking orders and serving drinks;

taking reservations, greeting and seating guests, taking telephone orders;

assisting in the cellar;

receipt of monies;

attending a snack bar, buffet or meal counter;

attending a coffee shop or espresso bar;

attending a shop;

participate in entertainment and shows;

in so far as leisure activities are concerned:-

acts as an assistant instructor;

does basic testing;

is responsible for setting up, distributing and care of equipment;

takes bookings and works at the front desk of a leisure facility;

provides information to guests on leisure activities and facilities;

is a pool attendant;

tests pools and spa waters for optimal levels;

is a power boat observer;

child minding attendant.

- (c) **Murramarang - Employee Level 3** shall mean an employee who has the appropriate level of training and who is primarily engaged in one or more of the following:

undertaking general cooking duties, including a la carte cooking, banking, pastry cooking;

undertaking general waiting duties of both food and/or beverages, including cleaning of restaurant equipment, preparing tables and sideboards, taking customer orders, serving food and/or beverages and clearing tables;

supplying, dispensing or mixing of liquor, including cleaning of bar area and equipment, preparing the bar for service, taking orders and serving drinks;

assisting in the cellar;

receipt of monies;

taking reservations, greeting and seating guests and taking telephone orders;

receiving, storing and distributing goods;

assisting in the training, co-ordination and supervision of employees of lower grades;

major repair of linen and/or clothing, including basic tailoring and major alterations and refitting;

dry cleaning;

handyperson shall mean a person who is not a tradesperson and whose duties include the performance of routine repair work and maintenance in and about the employer's premises and other general duties such as pool, garden, etc;

providing butler services, basic food and beverage services with personalised guest services;

participate in entertainment and shows;

in so far as leisure activities are concerned:-

takes classes

directs leisure activities such as in sporting areas, health clubs and swimming pools;

leads tours and group activities;

developing or implementing activities for individuals or groups of guests;

child minding attendant.

- (d) **Murramarang Employee Level - 4** shall mean an employee who has the appropriate level of training and who is primarily engaged in one or more of the following:

full control of a cellar, including stock control and ordering, including the receipt, delivery and re-ordering of goods within such areas;

designing and mixing a range of sophisticated cocktails and other drinks; may include stocktaking and ordering stock;

supervising, training and co-ordination of employees of lower grades.

participate in entertainment and shows.

(e) **Murramarang Employee Level - 5** shall mean a person who plans and co-ordinates leisure activities and/or organises activity programmes and may supervise other employees and participate in entertainment and shows.

(f) **Murramarang Employee Level - 6** shall mean an employee who has completed an apprenticeship or who has passed the appropriate trade test and who is engaged on any other following:

undertaking general cooking duties, including a la carte, baking, pastry cooking, butchery, waiting, butler.

participates in entertainment and shows.

(g) **Murramarang Employee Level - 7** shall mean an employee who has the appropriate level of training and who is primarily engaged in one or more of the following:

solely responsible for other cooks and other kitchen employees in a single kitchen establishment where no other trade qualified cooks are employed;

supervising, training and co-ordinating food and beverage staff, including maintenance of service and operational standards, preparation of operational reports and staff rostering;

general or specialised cooking duties, including the training and supervision of other cooks and kitchen staff and relieving, Hospitality Services Grade 7 employees on their rostered days off or when on annual or other leave;

supervising, training and co-ordinating the work of employees engaged in the housekeeping area;

participate in entertainment and shows.

(h) **Murramarang Employee Level - 8** shall mean a Chef de Partie or equivalent who has completed an apprenticeship or has passed the appropriate trade test in cooking, butchery, baking or pastry cooking and has completed additional appropriate training who performs any of the following:

general and specialised duties, including supervision or training of other trade qualified cooks, ordering and stock control;

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solely responsible for other cooks and other kitchen employees in a single kitchen establishment where other trade qualified cooks are employed;
participate in entertainment and shows.

(ii) Clerical		
Classification	\$ per annum	Equivalent \$ per week
Grade 5	19313	371.40
Grade 4	20410	392.50
Grade 3	20930	402.50
Grade 2	21305	411.30
Grade 1	22308	429.00

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Definitions.

Clerical functions will be defined in accordance with the Clerks (State) Award.

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14.1.7 The rates paid to employees covered by this agreement shall, having regard to this clause, be held to comprehend and include full compensation for all penalties and additional payments, provided by the relevant awards.

14.2 CASUAL STAFF

14.2.1 (a) All casual employees will be employed by the hour and paid as such.

(b) All casual hourly rates include a minimum pro rata rate for the purposes of all leave and other entitlements for permanent staff. ie. (Award base rate + casual loading + 1/12 for annual leave purposes).

14.2.2 (i) Casual cooks and cleaners will be paid the rate of \$12.30 per hour (Award base rate + casual loading + 1/12 for annual leave purposes) for each hour worked on any day of the week, as defined. The duties performed by these casual classifications will be consistent with the duties herein defined for Murramarang Employee Level 1 at 14.1.6 (i) (a).

(ii) Casual Reservation receptionists will be paid at the rate of \$12.40 per hour (Award base rate + casual loading + 1/12 for annual leave purposes) for each hour worked on any day of the week, as defined.

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(iii) Casual Ground staff and kitchen hands will be paid at the rate of \$11.00 per hour (Award base rate + casual loading + 1/12 for annual leave purposes) for each hour worked on any day of the week, as defined.

14.2.3 Rates of pay for casuals will be reviewed annually. Such reviews will occur in July each year.

14.2.4 Such reviews will be based on individual performance and State Wage Cases.

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14.3 JUNIORS

14.3.1 Junior employees may be employed in classifications contained in 14.1.6 at the appropriate junior rates provided by the relevant awards.

14.3.2 Junior employees may be paid a higher rate at the discretion of the employer.

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14.4 TRAINEES

Trainees may be employed in accordance with relevant legislation and/or appropriate Federal or State Government funded schemes. Trainees employed under the terms of this agreement will be paid no less than the relevant award rate of pay.

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CLAUSE 14(A) BOARD AND LODGING

(i) Where board and residence is made available to adult employees the employer shall have the right to deduct from the pay of the employee residing on the premises an amount of \$116.20 per week.

Provided that where an adult employee is required to share a room for lodging, the amount to be deducted from the pay of the employee for board and lodging shall be the amount of \$114.42 per week.

(ii) Where lodgings only are made available to adult employees the employer shall have the right to deduct from the pay of the employee residing on the premises the amount of \$109.88 per week.

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CLAUSE 15 - WORKERS' COMPENSATION

All employees subject to this agreement will be entitled to Workers' Compensation in accordance with the NSW Workers' Compensation Act 1987.

CLAUSE 16 - OCCUPATIONAL SUPERANNUATION

All employees will be entitled to Occupational Superannuation in accordance with the relevant legislation.

PART IV - HOURS OF WORK

CLAUSE 17 - HOURS OF WORK

17.1 COMMITMENT

- 17.1.1 A flexible and adaptive approach will be adopted by all employees in relation to normal working hours and arrangements.
- 17.1.2 Agreement between the employees and Management and/or Proprietor where necessary, shall determine normal working hours. Should there be any disagreement, the proprietor shall be consulted.
- 17.1.3 In determining normal working hours regard shall be made for the organisational needs of the business.
- 17.1.4 Normal working hours may vary from season to season or from time to time.

17.2 WORKING HOURS

- 17.2.1 Ordinary working hours shall be a maximum of 40 hours per week averaged over 52 week season as defined in Clause 13(i).
- 17.2.2 The span of ordinary working hours may be worked any time Monday to Sunday of any week.
- 17.2.3 The span of ordinary working hours may be varied by mutual agreement between the employee and management and/or Proprietor where necessary.

17.3 OVERTIME

- 17.3.1 Employees who are directed to work in excess of an average of 40 hours per week over a 52 week period will be paid at the ordinary rate.
- 17.3.2 Notwithstanding the provisions contained in this clause an agreement may be reached to clear the equivalent time off in lieu of any overtime when overtime is worked in accordance with sub clause 17.3.1, at the rate of time for time.

17.4 MEAL BREAKS

Unpaid meal breaks shall be as arranged between the employer and employee.

PART V SKILL DEVELOPMENT, EDUCATION AND TRAINING

CLAUSE 18 - TRAINING

A concise training manual will be provided to all employees on commencement of employment. The training manual may from time to time be varied in order to maintain an accurate and proper document for employees.

PART VI - LEAVE PROVISIONS

CLAUSE 19 - ANNUAL LEAVE

- 19.1 Annual Leave is governed by the Annual Holidays Act 1944.
- 19.2 Employees will be entitled to four (4) weeks' annual leave after 12 months' continuous service, other than casuals who receive an hourly pro-rata holiday loading.
- 19.3 Annual leave will fall due at the completion of the anniversary of employment and at each subsequent anniversary.
- 19.4 Subject to the provisions of the Annual Holidays Act 1944, annual leave shall be taken at a time mutually agreed by the Employer and employee and shall not inconvenience the operation of the Murramarang Resort.
- 19.5 Where agreement to take annual leave cannot be reached, the employer may give four weeks' notice to the employee to clear up to 4 weeks' annual leave.
- 19.6 Proportionate Annual Leave on termination will be calculated in accordance with the Annual Holidays Act 1944.

CLAUSE 20 - SICK LEAVE

- 20.1 An employee will be entitled to five (5) days' sick leave in the first year of employment and eight (8) days for the second and subsequent years of employment.
- 20.2 Sick leave will be approved for personal illness or on account of injury by accident and must be certified by a medical practitioner.
- 20.3 Employees will not be entitled to paid sick leave for any period in which the employee is entitled to Workers' Compensation.
- 20.4 Persons employed on a casual basis are paid a loading to compensate for sick leave that would otherwise have been applicable to permanent employees.

CLAUSE 21 - LONG SERVICE LEAVE

Employees will be entitled to Long Service Leave in accordance with the NSW Long Service Leave Act 1955.

CLAUSE 22 - BEREAVEMENT LEAVE

An employee other than a casual, shall be entitled to a maximum of two days' leave without loss of pay on each occasion and on production of satisfactory evidence of the death of the employee's husband, wife, father, mother, brother, sister, child, stepchild

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- (d) Whilst these procedures are being followed promptly and the status quo remains, work shall continue normally without bans or limitations.
- (e) Should the matter remain unresolved, either party may notify the Industrial Registrar of a industrial dispute in accordance with the NSW Industrial Relations Act 1991.
- (f) An employee may seek the assistance of an appropriate union/representative in respect to the processing of their grievance in paragraph (b),(c) or (d) of this clause.

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CLAUSE 25 - COUNSELLING AND DISCIPLINARY PROCEDURE

- 25.1 Employee behaviour which warrants disciplinary action will be carried out in the first instance by the immediate Supervisor and by the Proprietor, or the General Manager in the second instance. Should the employee commit a further behaviour offence then a formal and final warning will be given which will include notice to reconsider employment.
- 25.2 The employer shall have the right to dismiss any employee without notice for misconduct which justifies instant dismissal including neglect of duty or misconduct and in such cases the salary shall be paid up to the time of dismissal only.

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CLAUSE 26 - CLOTHING / UNIFORM

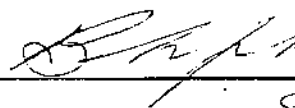
- 26.1 The Company will supply uniforms to all staff where considered appropriate by the employer.
- 26.2 Uniforms will be maintained and cleaned by the employee.

- 27.3 Replacement uniforms must be requested through the Marketing and Human Resource Manager.
- 27.4 Where uniforms are not supplied by the Employer all staff should maintain a neat and tidy appearance at all times.

CLAUSE 27 - DURESS

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

SIGNED BY:



PROPRIETOR





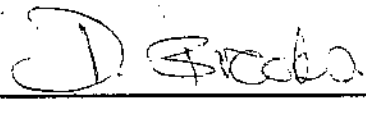
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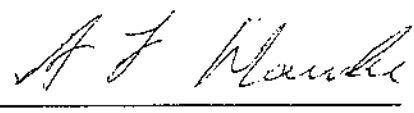
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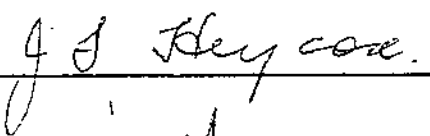


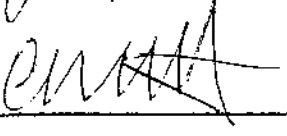


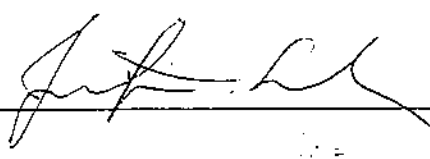


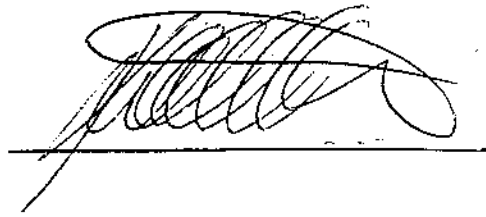












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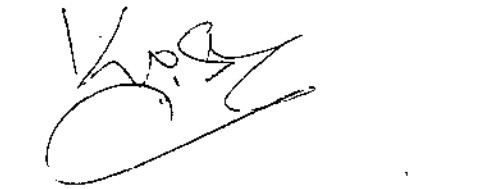
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