

# ENTERPRISE AGREEMENT

NO: E.A. 135 /1996

DATE REGISTERED: 21-5-96

PRICE: \$ 12-00

# THE BEACHES ENTERPRISE AGREEMENT

## **1 Title**

1.1 This agreement shall be known as The Beaches 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.	Minimum Rates of Wages for Ordinary Hours
8.	Ordinary Hours of Employment
9.	Overtime
10.	Public Holidays
11.	Meal Breaks and Refreshments
12.	Annual Leave
13.	Sick Leave
14.	Disputes and Grievances Procedure
15.	No Duress
16.	Signatures

## **3. Parties Bound Enterprise Covered**

3.1 This Agreement is between B & J Wallace Holdings Pty Ltd, A.C.N. No. 000 528 861 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 the Merry Beach Caravan Park and the Pretty Beach Caravan Park, Kioloa, N.S.W. 2539, camping and caravan parks.

3.3 This Agreement covers all employees otherwise covered in the trades and/or occupations of Gardener, level 1 of the Miscellaneous Gardeners &c (State) Award, Caretakers and Cleaners of the Miscellaneous Workers' - General Services (State) Award, Clerk, Grade 5 of the Clerks (State) Award and Handyman (award free).

## **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 This Agreement totally regulates the terms and conditions of employment for adult and/or junior employees as applicable for the trades and occupations described in Clause 3.3 instead of the Miscellaneous Gardeners &c (State) Award, the Miscellaneous Workers' - General Services (State) Award and the Clerks (State) Award. To the extent of any inconsistency between the awards 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 employed by the week for a maximum of 38 hours on average per week.
- 6.2 Weekly part-time employees can be employed to work regularly 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 Casual workers are engaged and paid by the hour with a minimum engagement of 3 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 each week.
- 6.5 Any employee working such hours as would have entitled them to casual loading under the relevant award, shall be paid that loading.
- 6.6 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. Minimum Rates of Wages for Ordinary Hours**

7.1 The minimum rates of pay for each employee shall be fixed at the following rate:

<u>Description</u>	<u>Rate per Ordinary Hour</u>
Level 1 Employees principally engaged in caretaking. Part-time employees will receive the hourly rate specified plus 10%. Casual workers engaged according to Clause 6.4, will receive the hourly rate specified plus 15%.	\$10.05 per hour
Level 2 Employees principally engaged as clerks and/or in cleaning and/or gardening and/or general handyman (not qualified) doing maintenance and small carpentry jobs around the park. Part-time employees will receive the hourly rate specified plus 10%. Casual employees engaged according to Clause 6.4, will receive the hourly rate specified plus 15%. Casual clerks engaged according to Clause 6.4, will receive the hourly rate specified plus 20%.	\$9.85 per hour

7.3 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 Clauses 7.1 and 7.2.

**8. Ordinary Hours of Employment**

8.1 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 more than 9 hours per day, Monday to Friday.

8.2 Wherever reasonably possible work shall be arranged so that an employee shall have at least 10 consecutive hours off duty between work on successive days.

**9. Overtime**

9.1 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.

9.2 Caretakers who work maximum ordinary hours and whose rate is 10% or more above the minimum rate fixed by Clause 7.1 can claim overtime hours at the ordinary hours rate plus 10%.

9.3 An overtime meal allowance can be paid at the discretion of the employer.

**10. Public Holidays**

- 10.1 Employees can, by agreement, work ordinary hours on any days appointed as Public Holidays throughout the State.
- 10.2 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 7 and 8 of this Agreement.

**11. Meal Breaks and Refreshments**

- 11.1 Non-paid meal breaks shall be as arranged between the Employer and the Employee.
- 11.2 During any shift of eight hours or more, employees shall be allowed opportunities for a paid refreshment break or breaks of no more than thirty minutes duration in aggregate and not less than five minutes for any one break, in such manner as to not interfere with the continuous running of the establishment.

**12. Annual Leave**

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

**13. Sick Leave**

- 13.1 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.
- 13.2 Provided that the employee complies with the following conditions:
- 13.2.1 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
- 13.2.2 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.
- 13.2.3 The foregoing provisions are not intended to limit the Employer dealing with particular cases on a more generous basis.

**14. Disputes and Grievances Procedure**

- 14.1 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:
- 14.1.1 initially the staff member shall discuss any grievance, dispute or claim with the immediate supervisor
  - 14.1.2 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.
  - 14.1.3 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.
  - 14.1.4 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.
  - 14.1.5 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 out come.
- 14.2 If not settled the parties may request the matter to be taken up through the due processes with the Industrial Relations Commission.

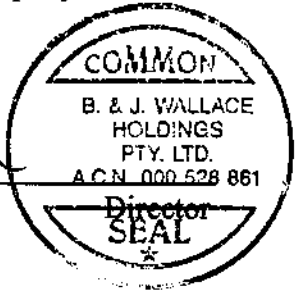
**15. No Duress.**

- 15.1 The Beaches Enterprise Agreement was not entered into under duress by any of the following persons who are expressed to be party to it.

16. Signatures

16.1 The common seal of B & J Wallace Holdings Pty Ltd, A.C.N. 000 528 861, was hereunto affixed by authority of the Directors thereof and in accordance with the Company's Articles of Association in the presence of:

B Wallace



13/02/96

Date

16.2 The signatures of the employees are as follows:

Name	Signature	Occupation
DOUGLAS CRAIG	<i>D J Craig</i>	MANAGER
PATRICIA CRAIG	<i>P. A. Craig</i>	MANAGER
LEONARD HEASLIP	<i>L J Heaslip</i>	MANAGER
JOYCE HEASLIP	<i>J J Heaslip</i>	MANAGER
ADRIAN DAINÉ	<i>Adrian F. Daine</i>	CLEANER / GARDNER
JANIS OVERTON	<i>J Overton</i>	CLEANER
ALLAN OVERTON	<i>A Overton</i>	CLEANER
KATE CREW	<i>Kate Crew</i>	CLERK
VANNESSA HAWKINS	<i>V Hawkins</i>	CLEANER
LEONIE HAWKINS	<i>L Hawkins</i>	CLEANER
TED NOBLE	<i>T Noble</i>	GENERAL / HANDYMAN