

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/96

TITLE: Barrier Social Democratic Club Enterprise Agreement 2002

I.R.C. NO: IRC2/4035

DATE APPROVED/COMMENCEMENT: 18 July 2002

TERM: 18 July 2004

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 6 June 2003

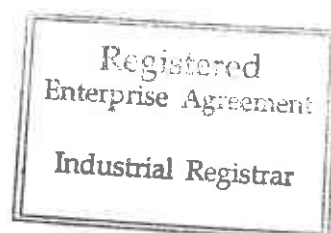
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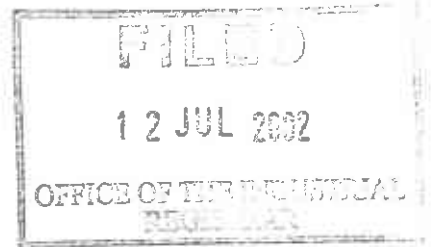
NUMBER OF PAGES: 31

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of the Barrier Social Democratic Club who fall within the coverage of the Club Employees (State) Award.

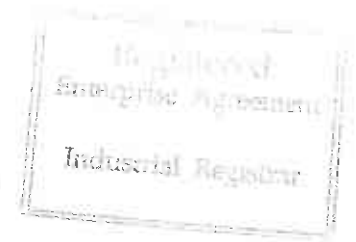
PARTIES: Barrier Social Democratic Club -&- The Broken Hill Town Employees' Union





BARRIER SOCIAL DEMOCRATIC CLUB

ENTERPRISE AGREEMENT 2002



BETWEEN

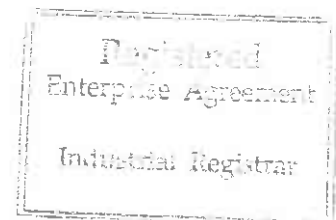
BARRIER SOCIAL DEMOCRATIC CLUB

AND

THE TOWN EMPLOYEES' UNION

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1. TITLE

This Agreement shall be known as the Barrier Social Democratic Club - Enterprise Agreement 2002 (**the Agreement**).

2. APPLICATION OF AGREEMENT

The Agreement shall apply to all employees of the Club who are engaged in any of the occupations specified in the Club Employees (State) Award.

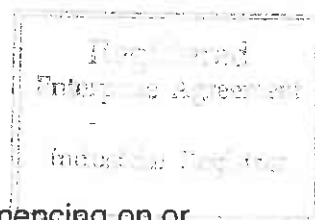
3. PARTIES BOUND

This Agreement shall be binding upon the following parties:

- (a) The Barrier Social Democratic Club located at 218 Argent Street, Broken Hill, NSW, 2880 (**the Club**); and
- (b) The Broken Hill Town Employees' Union (**the Union**); and
- (c) All Award Employees of the Club, whether members of an industrial union or not whose work is within the scope of the Agreement as set out in Clause 2 above(**the Employees**);

4. DATE AND PERIOD OF OPERATION

The Agreement shall operate from the first full pay period commencing on or after certification by the NSW Industrial Relations Commission and will remain in force for a period of two years.



5. RELATIONSHIP TO AWARD

- 5.1. Except as provided elsewhere within this Agreement, the Agreement shall be read and interpreted in conjunction with the terms of the Club Employees (State) Award (NSW) (the Award) as at 1st January 2002.
- 5.2. Provided that where there is any inconsistency between the Award and the Agreement or any changes introduced within the scope of the Agreement, the provisions of the Agreement and/or the changes introduced within its scope shall take precedence over the Award.

6. RELATIONSHIP TO PREVIOUS AGREEMENTS

This Agreement replaces all and any previous agreements made between the Town Employees' Union and the Club which specifically includes the Agreement known as the *Industrial Agreement between the Barrier Social Democratic Club, the Town Employees' Union and the Barrier Industrial Council 1993 – 1995 (the 1993 Agreement)* and its predecessors.



7. AIM AND OBJECTIVES OF THE AGREEMENT

The following are the agreed aims and objectives of the Agreement:

- To establish and formally recognise a common code of employment conditions for the Club's Award employees.
- To put in place flexible employment arrangements which recognise the needs of the Club as a provider of services to its' members, at times and on days that can fluctuate from week to week.
- To have employees assist both the management and the Board of the Club to improve the efficient operation of the Club and eliminate unnecessary costs.
- To achieve greater quality and improve the overall service for the members and other stakeholders of the Club.
- To promote and maintain a cooperative and stable industrial environment over the life of the Agreement.

8. INTRODUCTION OF FLEXIBLE WORKPLACE ARRANGEMENTS

8.1. The parties recognise that a key feature of the Agreement is their ability to introduce further flexible work arrangements and staff utilisation in achieving the Aims and Objectives of the Agreement.

8.2. Any new work practice changes may be implemented by the Club in consultation with the employees and/or the Union in the following manner: -

- The flexible application of the terms of the Agreement; or
- The flexible application of the terms of the Award; or
- In circumstances where the implementation of the change would necessitate formal recognition by the NSW Industrial Relations Commission (IRC), by the following procedures:

(a) At a meeting of Employees (the Union may be present however the Union will have a non verbal role in the meeting) the proposed changes will be explained to them and they will be given a reasonable opportunity to consider its effect.

(b) A vote will then be conducted on the issue. Where agreement is genuinely reached with the majority of Employees concerned, the agreed arrangement shall be committed to writing.

(c) If the majority of Employees vote in favour of the change, then a consent application for either a variation to the Agreement or a new related Enterprise Agreement shall be made to the IRC to have the arrangement approved.

(d) The consultative process is a mechanism through which all Employees may become involved in, and positively contribute towards, management's decision making process. However, managerial prerogative is acknowledged.

8.3. Resolution of Disputes in Relation to the Introduction of Change

The Club and the employees and the Union (where applicable) shall act to resolve any disputes arising from the interpretation and/or implementation of the agreement. Should a dispute over a matter raised within the context of this clause not be able to be resolved it shall be dealt with in accordance with steps 3 and onwards of clause 28, Dispute Settling Procedure of the agreement.

9. DEFINITIONS

9.1. **Apprentice** shall mean an employee who is undertaking an apprenticeship established under Division 2 of Part 3 of the Apprentice and Traineeship Act 2001 No 80 (NSW).

9.2. **Union** shall mean the Broken Hill Town Employees' Union.

9.3. **Full Time Weekly Employee** is an employee not specifically engaged as a part-time or casual employee.

9.4. **Part Time Employee** is an employee who works less than full time hours of 152 hours in any four-week period and receives on a pro-rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

9.5. **Casual Employee** is an employee who is engaged and paid as such.



10. ANNUAL PERFORMANCE REVIEW

Performance of the employees under this Agreement will be assessed by reference to the performance management process established by the Club in consultation with the Union.

11. REMUNERATION

11.1. Rates of Pay

See Appendix A

12. WAGE INCREASES

In consideration for and on the condition that the employees and the Union cooperate in the ongoing implementation of the terms of the Agreement the following wage increases will be paid:

- (a) 4% increase in ordinary rates of pay from the first full pay period on or after certification of the Agreement by the NSW Industrial Relations Commission.
- (b) A further 4% increase in ordinary rates of pay on and from the 12 month anniversary of the certification of the Agreement.

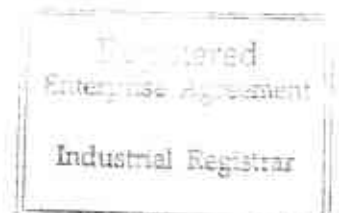
13. ALLOWANCES

Allowances payable to employees in Appendix B will be increased from the first full pay period following the anniversary of the certification of the Agreement in line with any CPI increases provided by the Award during the preceding 12 months.

14. HOURS OF WORK AND CLASSIFICATIONS

14.1. Full Time Weekly Employees

- 14.1.1. The ordinary hours of work shall not exceed 152 in any four-week period.
- 14.1.2. The maximum number of days on which ordinary hours are to be worked shall not exceed 20 in any four-week period.
- 14.1.3. The maximum ordinary hours on any day or shift shall not exceed 11.
- 14.1.4. The minimum ordinary hours on any day or shift shall not be less than 4.
- 14.1.5. The margin of hours shall not exceed 12.



- 14.1.6. A roster showing starting and ceasing times for the ordinary hours of duty together with meal periods for full-time employees shall be posted four weeks in advance in a place accessible to all employees and shall not be changed except:
- a) by mutual consent at any time;
 - b) when such a change is necessary because of absences or shortages of staff - 12 hours notice;
 - c) for any other reason - 7 days notice.

14.2. Part Time Weekly Employees

- 14.2.1. Part Time employees shall receive a loading of 15% in addition to the ordinary hourly rate of pay for all ordinary hours worked on Mondays to Fridays inclusive (except for Public Holidays).
- 14.2.2. The ordinary hours of work shall be not less than 48 nor more than 148 in any four week period.
- 14.2.3. The maximum number of days on which ordinary hours are to be worked shall not exceed 20 in any four week period.
- 14.2.4. The maximum ordinary hours on any day or shift shall not exceed 11.
- 14.2.5. The minimum ordinary hours on any day or shift shall be not less than 3.
- 14.2.6. The margin of hours shall not exceed 14.
- 14.2.7. A roster showing starting and ceasing times for the ordinary hours of duty together with meal periods for part-time employees shall be posted two weeks in advance in a place accessible to all employees and shall not be changed except:
- a) employees may work up to 2 hours in addition to their rostered hours per engagement at the rate applicable to the said shift without prior notice;
 - b) by mutual consent;
 - c) when such a change is necessary because of absences or shortages of staff - 12 hours notice;
 - c) for any other reason - 7 days notice;



14.3. Casual Employees

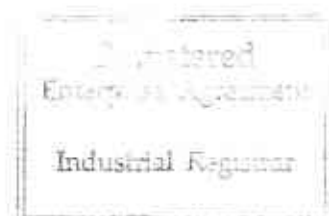
- 14.3.1. The minimum engagement shall be 3 continuous hours per day.
- 14.3.2. Where the employee is required to work for periods of time separated by more than 1 hour, each period shall be of a minimum 3 continuous hours.
- 14.3.3. A casual employee shall receive a loading of 33 1/3% in addition to the ordinary time rate of pay for all ordinary hours worked on Monday to Friday inclusive (except for Public Holidays).
- 14.3.4. A casual employee shall receive 5.4/46.6 of the Monday to Friday casual hourly rate for each hour of ordinary time worked (Monday - Sunday) as a pro rata annual leave entitlement. Such pro rata annual leave shall be paid weekly.
- 14.3.5. The employer shall offer all casual work to existing casual employees before engaging new casual employees, provided that it is acknowledged that the business needs of the club are paramount.

15. MEAL BREAKS

- 15.1. Where an employee works a shift of 5 hours or more the employee shall be entitled to a paid meal break of 30 minutes.
- 15.2. Where an employee works a "split shift" of 5 hours or more the employee will also be entitled to a paid meal break of 30 minutes.
- 15.3. Where the meal break is not given, then a penalty payment of ½ times additional to the ordinary hourly rate shall apply for all time worked beyond 5 hours (or 6 in an emergency).
- 15.4. The Club will provide a meal free of charge to employees entitled to a meal break. Where the Club is unable to provide such a meal the employee will be paid an allowance as per Appendix B of the Agreement.

16. SATURDAY AND SUNDAY RATES – Ordinary Hours

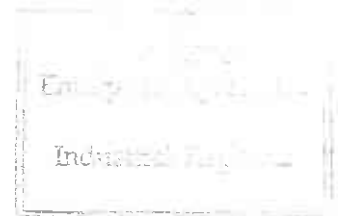
- 16.1. All ordinary time worked on Saturdays and on Sundays shall be paid at time and three quarters.
- 16.2. Saturday and Sunday rates will be reviewed at or around the 12 month anniversary of the Agreement.



17. OVERTIME

17.1. Weekly Employees

- 17.1.1. Overtime shall mean all time worked-
- a) in excess of ordinary hours, or
 - b) outside the required margin of hours, or
 - c) outside of rostered hours,
and paid on the ordinary hourly rate at the rate of:-
 - i) 2 times for all overtime (Monday to Friday)
 - ii) 2 times for all overtime performed on Saturdays and Sundays and Rostered Days Off.
 - iii) 2½ times for all overtime performed on Public Holidays.
- 17.1.2. An employee required to work overtime of two or more hours which is continuous with the commencement or cessation of his ordinary shift shall, before commencing such overtime or ordinary shift, be allowed a crib break of 20 minutes which shall be paid for at the ordinary rate for the day.
- 17.1.3. An additional crib break shall be allowed after each four hours of overtime if the overtime is to continue.
- 17.1.4. An employee required to work overtime in excess of two hours without being notified on the previous day or earlier shall be supplied with a meal by the employer or be paid an amount as set out in the Club Employees (State) Award.
- 17.1.5. An additional meal or meal allowance shall be provided after each 4 hours of overtime, if the overtime is to continue.
- 17.1.6. In computing overtime, each day shall stand alone.
- 17.1.7. To ensure that weekly employees are not deprived of the opportunity to work reasonable overtime the employer shall, as far as is practicable, offer such employees the opportunity to work any overtime that may be required to meet fluctuations in trade or other special circumstances in preference to engaging casuals to supplement the normal labour force. In such case employees shall work reasonable overtime to meet the circumstances of the employer.



17.1.8. Recall to Work

17.1.8.1. A full-time and part-time employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate overtime rate for each time he or she is so recalled provided that, the employee shall not be required to work the full four hours, if the job the employee was recalled to perform is completed within a shorter period. This subclause shall not apply, where the overtime is continuous with the completion or commencement of ordinary working time.

17.1.9. Where the actual overtime worked is less than four hours, the period of 4 hours for which payment has to be made shall not be regarded as overtime worked for the purpose of a crib break.

17.1.10. Work on Rostered Day Off

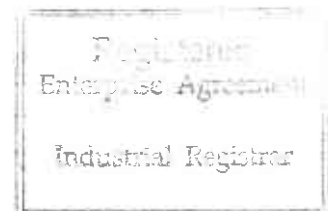
17.1.10.1. Where an employee is required to work on his Rostered Day Off, they shall be paid at double time rates with a minimum as for 4 hours.

17.1.11. Minimum Break Between Ordinary Shifts

17.1.11.1. The employer shall roster so that there is at least 10 hours off between the finishing of one ordinary shift and the start of the next ordinary shift.

17.1.11.2. Where an employee is required to work his ordinary hours in such a way that the employee does not receive 10 hours off as required by 17.1.11.1 then either:

- the employee is released from starting his next ordinary shift without loss of pay until he has had 10 hours off duty; or
- the employee is paid at double time rates until he is so released to have 10 hours off duty without loss of pay for ordinary working time.



17.1.12. Minimum Break Between Shifts Due to Overtime

17.1.12.1. An employee, including a part-time employee, who works so much overtime between the finishing of ordinary work on one shift and the commencement of ordinary work on the next shift that the employee has not had at least eight hours off duty between these times shall be released after completion of such overtime until the employee has had eight hours off duty without loss of pay for ordinary working time occurring during such absence.

17.1.12.2. If on the instructions of the employer such an employee resumes or continues work without having had eight hours off duty the employee shall be paid at double ordinary time rates until released from duty for such period and then shall be entitled to be absent until the employee has had eight hours off duty without loss of pay for ordinary working time occurring during such absence.

17.1.13. Time off in Lieu

17.1.13.1. An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.

17.1.13.2. Time off in lieu shall be calculated at the penalty equivalent.

17.1.13.3. If, having elected to take time as leave in accordance with 17.1.13.1 the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

17.1.13.4. Where no election is made in accordance with 17.1.13.1 the employee shall be paid overtime rates in accordance with this Agreement".

17.2. Casual Employees

A casual employee shall receive overtime payments for all hours in excess of 8 in any one day.

18. UNIFORM AND LAUNDRY

18.1. Where the employer requires an employee to wear a uniform the Club will provide the following:

- (a) Full Time Employees: 3 shirts, 2 pairs of trousers or skirts, 1 vest if applicable and 1 pair of shoes to the value of \$140 per calendar year.
- (b) Part Time Employees: 2 shirts, 1 pair of trousers or skirt, 1 vest if applicable and shoes to the value of \$140 per year.
- (c) Casual Employees: 1 shirt only

18.2. When any item of special clothing is supplied to an employee the employee may be required to sign a receipt for that item. Such receipt shall show the item and its value, proof whereof shall rest with the employer. Upon the termination of the employee's employment the employee shall return the item to the employer, failing which the employer may retain from any wages due to the employee the value of the item as stated on the receipt less proper allowance for fair wear and tear.

18.3. Records of receipt shall be available for inspection by an official of the Union. In the case of genuine wear and tear, damage, loss, or theft that is not the employee's fault this provision shall not apply.

18.4. Any disagreement concerning the value of an item of uniform and any other aspect of this subclause shall be determined in accordance with the terms of Clause 28 – Dispute Settlement Procedure.

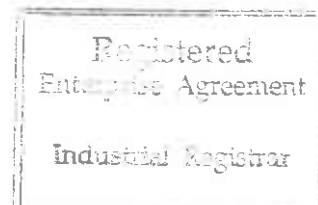
18.5. Where an employee is required by the employer to wear any special clothing other than that provided for above, such clothing shall be purchased at the employer's expense.

18.6. Laundry

18.6.1. Special clothing shall be laundered or cleaned at the employers expense or the employer can pay an allowance of:

- i) In the case of permanent employees an amount as set out in Appendix B, or
- ii) In the case of waiting apprentices, an amount as set out in Appendix B;
- iii) Where the apprentice is only required to wear a cummerbund, an amount as set out in Appendix B.
- iv) In the case of casual employees an amount set out in Appendix B;
- v) In the case of cooking apprentices an amount as set out in Appendix B;
- vi) In the case of permanent cooks an amount as set out in Appendix B;
- vii) In the case of casual kitchen staff an amount as set out in Appendix B;

18.7. Clothing allowances shall be paid while an employee is absent on approved paid leave.



19. ANNUAL LEAVE

19.1. Annual Holiday – Weekly (full time and part time) employees

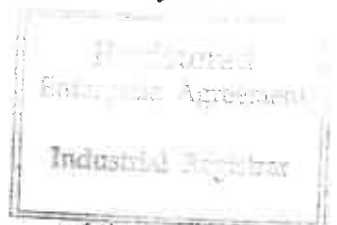
- 19.1.1. Weekly employees are entitled to 5 weeks and 2 days annual leave per year.
- 19.1.2. A weekly employee who works Sundays and/or Public Holidays shall be entitled to the following:

Number of Sundays and/or Public Holidays worked per year	Additional Leave
1- 2	0 days
3 – 8	1 day
9 – 15	2 days
16 – 22	3 days
23 – 29	4 days
30 or more	5 days

- 19.1.3. The employer shall give a weekly employee at least one month's notice in writing of the date from which annual leave is directed to be taken, except that such period of notice may be reduced by agreement between the employer and the employee.

19.2. Annual Leave Loading

- 19.2.1. In addition to annual holiday pay the Club shall pay to a weekly employee a loading of:-
- a) 17.5% of the ordinary time weekly wage;
- AND**
- b) any shift allowances and weekend penalties in respect of the ordinary time the employee would have worked had he not been on holiday.
- 19.2.2. The Clothing and First Aid Allowance are payable on annual leave.
- 19.2.3. The loading is payable on termination for accrued untaken annual leave except where the employee is dismissed for misconduct. The loading is not payable on pro rata annual leave.



20. LONG SERVICE LEAVE

- 20.1. From the commencement of this Agreement employees shall be entitled to Long Service Leave in accordance with the terms of the *Long Service Leave Act 1955 (NSW)* except that employees shall be entitled to 13 weeks long service leave for each 10 years of service.
- 20.2. The Long Service Leave provisions of the 1993 Agreement shall cease to operate from the commencement of this Agreement. Nonetheless, an employee's Long Service Leave entitlements accrued under the provisions of the 1993 Agreement shall remain as part of the employee's accrued Long Service Leave entitlement hours i.e. the employees prior accruals will be added to any new accruals as per 20.1.
- 20.3. Part Time and Casual employees shall be eligible for Long Service Leave on a pro rata basis as per 20.1.

21. SICK LEAVE

- 21.1.1. After 3 months continuous service an employee becomes entitled to 76 hours sick leave or a proportional amount in the case of a part-time employee.
- 21.1.2. At each subsequent anniversary of the employee's commencement he shall become entitled to another 76 hours of sick leave or a proportional amount in the case of a part-time employee.
- 21.1.3. Sick leave is fully accumulative until used.
- 21.1.4. Other than one single day absence per year, an employee must provide a doctors certificate. For the single day absence each year a statutory declaration shall be sufficient.
- 21.1.5. When sick, the employee shall, as soon as possible, and in any case within 24 hours of the commencement of the absence, inform the employer of his inability to attend for duty, and, as far as possible, state the nature of the injury or illness and the estimated duration of the incapacity.
- 21.1.6. For the purpose of this Clause continuous service shall be deemed not to have been broken by:
- a) any absence from work on leave granted by the employer;
 - b) any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall in each case be upon the employee); provided that any time so lost shall not be taken into account in computing the qualifying period of three months.

21.2. Employees Previously Under MMM Sickness Fund

Employees previously part of the MMM sickness fund will continue to observe the conditions and benefits available under that fund. However, employees not previously part of the fund will be entitled to the sick leave provisions as prescribed by clause 21 herein.

22. PARENTAL LEAVE

An employee shall be entitled to Parental Leave in accordance with the relevant provisions of the Industrial Relations Act 1996 (NSW).

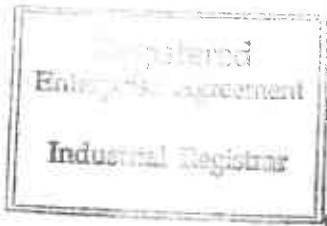
23. PUBLIC HOLIDAYS

23.1. The day or days upon which the following holidays fall, or the days on which such holidays are observed, shall be holidays for the purpose of this award: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight hour day, Christmas Day, Boxing Day and Picnic Day of the Union (which shall be held on the first Monday in September in each year).

23.2. A weekly employee who is not required by the employer to work on a Public Holiday shall receive payment for the day at the ordinary rate of pay for the hours rostered.

23.3. All time worked on a Public Holiday shall be paid for at the rate of 2½ times the ordinary time rate of pay.

23.4. The minimum payments for work on a Public Holiday are (at Public Holiday rates):

- 
- a) for full-time employees either the employees usual shift for that day or 6 hours whichever is the greater.
 - b) for part-time employees either the employee's usual shift for that day or 4 hours whichever is the greater.
 - c) for casual employees, 3 hours

23.5. The minimum payments prescribed by 23.4 do not apply where an employee's work commences on the day before a Public Holiday and terminates on the Public Holiday or commences on a Public Holiday and terminates on the day after the Public Holiday. In such cases only the hours actually worked on the Public Holiday will attract the Public Holiday rate.

23.6. Where a Public Holiday falls on a weekly employee's Rostered Day Off, the employee shall be paid

- a) 8 hours in the case of full-time employee's:
- b) 1/5 of the ordinary weekly hours in the case of a part-time employee.

23.6.1. This subclause shall not apply to a weekly employee who has not worked any ordinary hours outside the range of midnight Sunday to midnight Friday and who never works ordinary hours on weekends.

23.7. An employee, including a part-time employee, absent from work on the working day before a holiday or two or more consecutive holidays, or on the working day immediately after such holiday or holidays, who fails to provide or furnish evidence satisfactory to the employer that this absence was due to a good and satisfactory cause, shall not be entitled to payment for such holiday or holidays.

24. TERMS OF ENGAGEMENT

The following provisions shall apply in relation to terms of engagement.

24.1. Weekly Employees

Probationary Period of Employment

All new full time weekly employees shall be employed under a probationary period of three months commencing from the date of engagement. During this period a new employee will be properly instructed on the tasks and requirements of the position to be filled. During the probationary period employment shall be on a day to day basis and the employee's employment may be terminated by either the Club or the employee at the end of any day or shift without notice.

24.2. Termination

Employment shall be terminated by giving the following notice or by the payment or forfeiture in lieu of such notice.

Period of Continuous Service

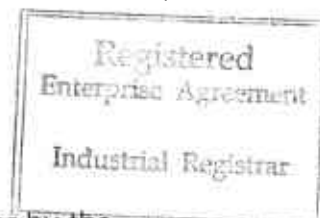
Period of Notice

1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

Where the Club terminates an employee who is over 45 years of age, with not less than 2 years continuous service, the employee shall be entitled to an additional week's notice.

(i) Instant Dismissal

These provisions shall not affect the right of the Club to dismiss any employee without notice for serious and wilful misconduct, and in such cases, the wages shall be paid up to the time of dismissal only. Without limiting examples of conduct or acts which may, justify instant dismissal what may constitute 'serious misconduct' the following of: stealing, sleeping on the job, sexual harassment, violence, criminal offences, neglect of duties, breach of trust, breach of safety procedures, being under the influence of alcohol or illegal substances."



(ii) Certificate of Service

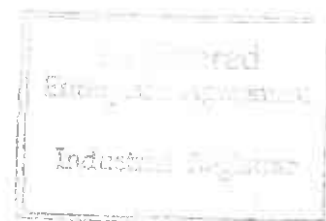
A full time weekly employee with more than 3 months service shall be entitled on termination of service to a certificate which states the employee's length of service with the Club and the nature of the work which the employee was employed upon. Provided this clause shall not apply in the case of instant dismissal or abandonment of employment.

24.2.1. Casual Employees

The employment of a casual employee is on a day to day basis and therefore, the employment can be terminated at the end of any day without the giving of notice or payment in lieu. Upon request the Club will provide a separation certificate to a casual employee.

24.3. Abandonment of Employment

- (i) The absence of an employee from work for a continuous period exceeding three working days without the consent of the Club and without notification to the Club shall be prime facie evidence that the employee has abandoned his/her employment.
- (ii) If within a period of fourteen days from his/her last attendance at work or the date of his/her last absence in respect of which notification has been given to or consent has been granted by the Club, an employee has not established to the satisfaction of the Club that he/she was absent for reasonable cause, he/she shall be deemed to have abandoned his/her employment.
- (iii) Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the Club, whichever is the latter.



25. SEVERANCE PAY

25.1. Where the employee is terminated due to redundancy, subject to an order from the Industrial Relations Commission of New South Wales, the employer shall pay the employee severance pay in accordance with the following scale:

Continuous Service	Severance Pay Entitlement
Less than one year	Nil
More than one year but less than two years	4 week's ordinary pay
More than two years but less than three years	6 week's ordinary pay
More than three years but less than four years	8 week's ordinary pay
More than four years but less than five years	10 week's ordinary pay

And thereafter two week's pay for every year of service, with a maximum of twenty – six (26) weeks payment.

A redundant employee having retained the age of 45 will be paid at the rate of 1.25 weeks for every week of entitlement according to the above scale of payments.

25.2. Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 25.1 above.

The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect of paying the amount of severance pay in subclause 25.1 of this Clause will have on the employer.

25.3. Alternative Employment

Subject to an application by the employer and further order of the Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 25.1 above if the employer obtains acceptable alternative employment for an employee.

26. TRANSPORT OF EMPLOYEES

Where an employee is detained at the Club following the completion of their normal shift the Club will provide transport to the employee's place of residence.

27. SUPERANNUATION

Superannuation will be paid as per the Superannuation Guarantee Legislation.

28. DISPUTE SETTLING PROCEDURE

The parties to the Agreement shall observe the following Grievance and Disputes Procedure:

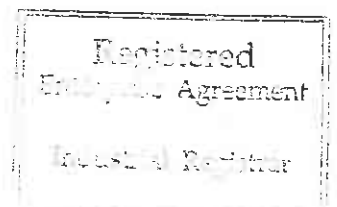
The aim of this procedure is to ensure that during the life of the Agreement, employment related grievances or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace. When a dispute or grievance arises the following steps are to be followed:

- Step 1.** The matter shall be discussed between the employee(s) and the supervisor involved (and a witness if requested by either party). If the matter remains unresolved follow Step 2.
- Step 2.** The matter shall be discussed between the employee(s), and the appropriate Department Head (and, if requested, a Union representative or another person nominated by the employee where the employee is not a member of the Union). If the matter remains unresolved follow Step 3.
- Step 3.** The matter shall be discussed between the employee(s) and the appropriate Department Manager and the Club's Secretary Manager (and, if requested, a Union representative or another person nominated by the employee where the employee is not a member of the Union). If the matter remains unresolved follow Step 4.

Where it is agreed by the parties, Steps 1- 3 may be conducted concurrently.

If the matter remains unresolved follow Step 4.

- Step 4.** Emphasis shall be placed on a negotiated settlement. However, if the above negotiation process is exhausted without the issue in dispute being resolved management shall arrange to have the matter referred to the NSW Industrial Relations Commission (NSWIRC) for its assistance. If the NSWIRC is unable to resolve the issue by conciliation it shall arbitrate on the matter and the parties shall be bound by this decision.



In order to allow for the peaceful resolution of grievances the parties shall be committed to avoiding stoppages of work, lockouts or any other bans or limitations on the performance of work while the procedures of negotiation and conciliation (and, where applicable, arbitration) are being followed unless the issue is one pertaining to a matter specifically relating to safety.

The Club shall ensure that all practices applied during the operation of this procedure are in accordance with safe working practices at the workplace.

29. UNION RECOGNITION CLAUSE

- (a) For the duration of this Agreement, the Club recognise the Town Employee's Union as the union representing all Employees in related classifications who are covered by the Agreement.
- (b) It is the policy of the Club that all Employees subject to the Agreement shall be given the opportunity to join the Town Employees' Union.
- (c) The Club undertakes upon authorisation to deduct Union membership dues, as levied by the Town Employees' Union in accordance with its rules, from the pay of Employees who are members of the Union at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscriptions to members' accounts.
- (d) All new Employees shall be advised of the matter set out in (a) (b) and (c) above and shall be introduced to the site delegates upon being accepted for employment.

30. NO EXTRA CLAIMS

It is a term of this Agreement that the Union or the employees undertake not to pursue any extra claims, award or overaward during the life of the Agreement.

31. MONITORING AND RENEWAL OF AGREEMENT

The parties shall continuously monitor the application of the Agreement to ensure the effective implementation of, and commitment to, the terms agreed to in the enterprise bargaining process.

The parties agree that negotiations to renew the Agreement will commence three months prior to the expiry date of the Agreement.

32. ENDORSEMENT OF AGREEMENT

The signatories below accept the terms of the Enterprise Agreement on behalf of their organisation and/or the employees they represent and endorse its terms:

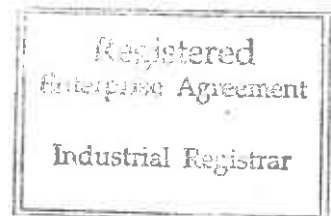
Signed on the 11th day of July 2002

For and on behalf of **BROKEN HILL SOCIAL DEMOCRATIC CLUB**



.....
LES PEDLER
SECRETARY MANAGER

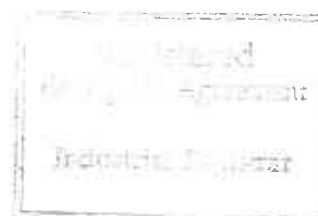
For and on behalf of the **BROKEN HILL TOWN EMPLOYEES' UNION**


.....
ROSSLYN GREENWOOD
SECRETARY

APPENDIX A

**EFFECTIVE FROM THE FIRST FULL PAY PERIOD ON OR AFTER
CERTIFICATION OF ENTERPRISE AGREEMENT**

FULL TIME WEEKLY EMPLOYEES					
Classifications	Weekly Wage (38hrs)	Hourly Rate (deduct if absent)	Time & ¼ for Saturday and Sunday	Double Time	Double Time and ½ for Pub Holidays
	\$/Week	\$/Hour	\$/Hour	\$/ Hour	\$/ Hour
Introductory Level	464.88	12.23	21.41	24.47	30.58
Level 1	507.73	13.36	23.38	26.72	33.40
Level 2					
All Others	508.56	13.38	23.42	26.77	33.46
Bar/Change	517.50	13.62	23.83	27.24	34.05
Door Steward/ess	516.05	13.58	23.77	27.16	33.95
Cold Larder Cook	513.55	13.51	23.65	27.03	33.79
Short Order Cook	520.42	13.70	23.97	27.39	34.24
Cellar/Stores person	512.82	13.50	23.62	26.99	33.74
Clerical Staff	556.50	14.64	25.63	29.29	36.61
Level 3					
Receptionist	539.34	14.19	24.84	28.39	35.48
Clerical Staff	542.26	14.27	24.97	28.54	35.68
Clerical Staff	556.61	14.65	25.63	29.30	36.62
Level 4	567.53	14.94	26.14	29.87	37.34
Level 5	610.58	16.07	28.12	32.14	40.17
Level 6	638.98	16.82	29.43	33.63	42.04
Level 7	667.58	17.57	30.74	35.14	43.92



PART TIME WEEKLY EMPLOYEES				
Classifications	Hourly Rate Including 15% loading	Time & ¼ for Saturday and Sunday	Double Time	Pub Holidays Double Time and ½
	\$/Week	\$/Hour	\$/ Hour	\$/ Hour
Introductory Level	14.07	21.41	24.47	30.58
Level 1	15.37	23.38	26.72	33.40
Level 2 All Others	15.39	23.42	26.77	33.46
Bar/Change	15.66	23.83	27.24	34.05
Door Steward/ess	15.62	23.77	27.16	33.95
Cold Larder Cook	15.54	23.65	27.03	33.79
Short Order Cook	15.75	23.97	27.39	34.24
Cellar/Stores person	15.52	23.62	26.99	33.74
Clerical Staff	16.84	25.63	29.29	36.61
Level 3	16.32	24.84	28.39	35.48
Receptionist	16.41	24.97	28.54	35.68
Clerical Staff	16.84	25.63	29.30	36.62
Level 4	17.18	26.14	29.87	37.34
Level 5	18.48	28.12	32.14	40.17
Level 6	19.34	29.43	33.63	42.04
Level 7	20.20	30.74	35.14	43.92

Registered
Enterprise Agreement
Industrial Registrar

TABLE 1 – RATES OF PAY ALL CASUAL EMPLOYEES					
Classifications	Annual Leave Loading	Hourly Rate	Saturday & Sunday Time & ¼	Double Time	Pub Holidays 2 ½ times
	\$/Hour	\$/Hour	\$/Hour	\$/ Hour	\$/ Hour
Introductory Level	1.89	16.31	21.41	24.47	30.58
Level 1	2.06	17.81	23.38	26.72	33.40
Level 2					
All Others	2.07	17.84	23.42	26.77	33.46
Bar/Change	2.10	18.16	23.83	27.24	34.05
Door	2.10	18.11	23.77	27.16	33.95
Cold Larder	2.09	18.02	23.65	27.03	33.79
Short Order	2.12	18.26	23.97	27.39	34.24
Cellar/Stores	2.09	17.99	23.62	26.99	33.74
Clerical Staff	2.26	19.53	25.63	29.29	36.61
Level 3					
Receptionist	2.19	18.92	24.84	28.39	35.48
Clerical Staff	2.20	19.03	24.97	28.54	35.68
Clerical Staff	2.26	19.53	25.63	29.30	36.62
Level 4	2.31	19.91	26.14	29.87	37.34
Level 5	2.48	21.42	28.12	32.14	40.17
Level 6	2.60	22.42	29.43	33.63	42.04
Level 7	2.71	23.42	30.74	35.14	43.92



APPENDIX B

Other Rates and Allowances

BRIEF DESCRIPTION	AMOUNT (\$)
Apprentices-Proficiency Allowance -	
On first occasion	2.73/week
On second occasion	4.54/week
On third occasion	6.34/week
First-aid allowance	16.39/week
Meal Allowance	8.74 per occasion
Cleaning toilet allowance	5.00 per shift
Laundry Allowance:	
Permanent employees	8.17 /week
Apprentices	3.44/week
Cummerbund	0.97/week
Casuals	2.24/day
Cooks	10.84/week
Apprentice Cooks	4.58/week
Casual Cooks	2.91/day
Tool Allowance	8.76/week
Apprentice Tool Allowance	5.37/week

Registered
Enterprise Agreement
Industrial Registrar

APPENDIX C CLASSIFICATIONS

Introductory Level

To be employed at this level employees must:

- a) have not achieved the appropriate standard of training at an Introductory Level and
- b) have worked less than a total of 10 weeks in the Club industry or in another industry where the employee performed similar work to that required by the present employer.

Employees at this level may be engaged as either full-time, part-time or casual.

Employment at this level is for a maximum of 10 weeks (less any period the employee has been performing similar work in a club or any other similar industry).

Where required, the employer shall provide the employee with a written statement outlining their period of employment at this level.

Employees shall be provided with structured training to the prescribed standard which must start within 10 weeks of the date of commencement, and be completed within 20 weeks of the date of commencement.

If structured training to the prescribed standard is not provided then the employee shall receive retrospective payment of the difference between the

Introductory Level rate of pay and the rate of pay applicable to the work being performed.

A club engaging Introductory Level employees must observe the terms of the Industry Training Contract as agreed between the parties to that agreement.

An employer must offer assessment and training to existing employees prior to the engagement of new employees at the Introductory Level.

Level 1

Employees at this level essentially perform simple duties requiring minimal judgment.

It is recommended that employees at this level have satisfactorily completed the prescribed standard of training at Introductory Level.

Indicative duties include:

- general assistance to employees of a higher level, but not involving the employee in actual cooking or direct service to customers;
- general cleaning tasks;

- cleaning and tidying of kitchens, food preparation and customer service areas, including the cleaning of equipment, crockery and general utensils;
- picking up glasses, emptying ashtrays, wiping down tables, removing plates;
- assembling and preparing ingredients for cooking;
- simple gardening tasks;
- handling, storing and distributing goods not involving the extensive use of documents and records.

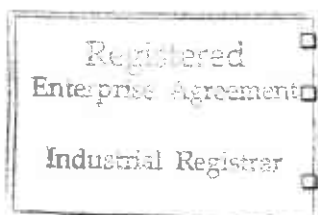
Level 2

Level 2 employees are required to perform work above the skills of a Level 1 employee and may be engaged in structured training at a Basic level so as to enable them to work at Level 3.

It is recommended that employees at this level have satisfactorily completed the prescribed standard of training at Introductory Level.

Indicative duties include:

- supplying, dispensing or mixing of liquor, including cleaning of bar areas and equipment, preparing the bar for service, taking orders and serving drinks;
- selling of other goods on sale;
- assisting in a cellar;
- undertaking general waiting duties of both food and liquor including cleaning of restaurant equipment, preparing tables and sideboards, taking customer orders, serving food and liquor and clearing tables, and under general supervision greeting and seating guests;
- receipt of monies, operation of cash registers, use of electronic swipe input devices;
- serving from a snack bar, buffet or meal counter;
- servicing rooms;
- heating of pre-prepared meals and foods, preparing simple food items such as sandwiches, salads and toasted foodstuffs;
- specialised non-cooking duties in a kitchen;
- completion of simple documents such as stock requisitions or wastage slips;
- laundry and specialised cleaning duties involving the use of specialised cleaning equipment and/or chemicals;
- payment of authorised jackpots, not requiring attendance at the device nor maintenance of detailed records; operation of coin-dispensing machines;
- door duties, attending a cloakroom or a car park;
- assists in the preparation for, and instruction in, leisure activities, attending a pool, taking of bookings;



- setting up for functions, internal ordering and/or replenishment of supplies;
- performs a range of basic clerical and routine office duties such as filing, collating, photocopying, delivering messages, answering telephones, etc.;
- general gardening duties, allocated building maintenance duties;
- receiving, handling, storing and distributing goods not involving the control of a store or cellar.

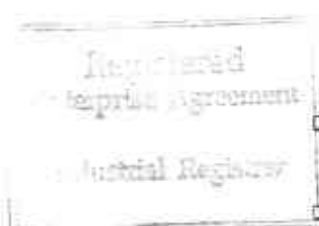
Level 3

Employees at this level may have satisfactorily completed the prescribed standard of training at a Basic level or of a ATS traineeship so as to enable the employee to perform work within the scope of this level.

Level 3 employees are required to perform work above the skills of a Level 2 employee and may be engaged in structured training at an Advanced level so as to enable them to work at a higher level.

Indicative duties include:

- assisting in the training of employees at a lower level by way of on the job training;
- attending a boiler requiring the holding of a certificate;
- operation of a range of mobile equipment requiring the holding of a certificate including forklifts;
- responsibility for the operation and routine maintenance of a TAB, Keno, or other like terminal; the sale of tickets of any kind;
- responsibility for payment of jackpots and correction of minor gaming device faults;
- preparing and cooking a limited range of basic food items such as breakfasts, snacks and grills;
- security work requiring the holding of an appropriate licence;
- reception duties which may include control of a switchboard, ticket sales, etc., door or car park duties where required to assume responsibility for the application of club policy in areas such as dress, age, residence and other entry requirements;
- takes classes and/or directs activities in sporting areas, health clubs, swimming pools, etc.;
- cellar duties;
- change box duties where required to balance a float;
- general clerical or office duties, such as typing, word processing, data entry, maintaining records, switchboard operation, etc.;
- responsible for routine building and/or grounds maintenance but not possessing the appropriate trade qualification nor being employed as green keeping personnel;
- driving a motor vehicle requiring the holding of a New South Wales Class 1A licence.



Level 4

Employees at this level may have satisfactorily completed the prescribed standard of training at an Advanced level so as to enable them to perform work within the scope of this level.

Employees are required to perform work above and beyond the skills of a Level 3 employee.

Indicative duties include:

- general cooking duties, including a la carte cookery, baking, pastry cooking or butchery not requiring an appropriate trades certificate;
- full control of a cellar or store, general purchasing and stock control duties (including receipt, recording and inventory control of goods, ordering goods of a type directed by the employer from approved suppliers);
- general and specialised waiting and/or drink service in a fine dining room requiring the mixing of a range of sophisticated drinks and a wide knowledge of wines;
- basic direct supervision of a small group of employees in a section, department or area of a club;
- general secretarial, stenographic, bookkeeping and/or clerical duties of an advanced nature, including the preparation of the payroll under supervision and may be responsible for checking and allocating work of other clerical staff;
- planning, co-ordination and/or conduct of individual leisure, games, promotional and/or entertainment activities;
- the work of a caretaker;
- planning and/or co-ordination of conferences and/or banquets;
- being in charge of supervising children in designated playing and similar areas, but not possessing the appropriate trade or professional qualifications;
- driving a bus requiring the holding of a New South Wales Class 1B or Class 4B licence.



Level 5

Employees at this level may have satisfactorily completed the prescribed standard of training at trade or the equivalent level so as to enable the employee to perform work within the scope of this level.

Employees are required to perform work above and beyond the skills of a Level 4 employee.

Indicative duties include:

- general or specialised cooking, baking, pastry cooking or butchering requiring an appropriate trades certificate;

- supervision, training and co-ordination of large numbers of subordinate staff, including level 4 supervisors, in one or more sections, departments or areas of the club;
- trade work appropriate to an employee's trade, including technical level maintenance of gaming devices;
- preparation and maintenance of staff rosters;
- responsibility and accountability for the whole operation of a safe or counting room from which change is issued to bars and poker machine change areas, rather than the mere physical movement of monies only, and including the responsibility and accountability for the safe balance and for checking the balances reported by operators of tills, change cages, TAB's, Keno operations, etc.;
- responsibility for locking and securing the club premises;

Level 6

Employees at this level may have satisfied the training requirements of Level 5 and, where required to supervise other employees, have completed the prescribed standard of training in supervision.

Employees are required to perform work above and beyond the skills of a Level 5 employee.

Indicative duties include:

- specialised cooking, butchering, baking, pastry cooking; may supervise the operation of a section and/or other cooks and kitchen staff; menu planning;
- control of an office and other clerical employees; responsibility for preparation and analysis of overall financial and statutory reports, budgeting; control of a substantial clerical function such as the work of administering the payroll system of a club including knowledge, interpretation and application of complex legislative and/or award provisions and requirements; specialised purchasing duties, including evaluation of suppliers and negotiations of purchasing conditions;
- substantial accounting duties where the employee is required to have or has attained all or most of the formal accountancy qualifications;
- supervision, training and co-ordination of large numbers of subordinate staff (including Level 5 employees), responsibility for their efficient allocation and control; undertaking budgeting, staff costing and operational reporting; staff recruitment and induction.

Level 7

Employees at this level may have satisfactorily completed the prescribed standard of training at a post-trade or equivalent level so as to enable the employee to perform work within the scope of this level.

Employees are required to perform work above and beyond the skills of a Level 6 employee.

Indicative duties include:

- full control of one or more kitchens and/or food outlets; supervision of other qualified cooks and kitchen staff.

NB: It is not intended that any changes to the above classification levels shall result in a change to the assigned classification level of any employee engaged prior to the commencement of this award.

Fitness Instructor

Definition

- a) This Clause does not relate to fitness instructors who are full-time employees.
- b) "Fitness Instructor: is an employee engaged in instructing people in either aquarobics, aerobics, pump, step aerobics, Boxing circuits, circuits, walking, cardiac class, yoga, or similar discipline.

Hours

- c) An employee engaged as a fitness instructor shall be engaged for a minimum shift of 1 hour.
- d) The spread of hours for fitness instructors shall be 15 from the commencement of their first shift to the cessation of the last shift within a day.

Rate of Pay

The minimum all-up rate of pay shall be \$30 per hour. No penalty or weekend payments of any type will apply. The actual hourly rate shall be negotiable on a club by club basis.

