

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/370

**TITLE:** **Barrier Social Democratic Club Enterprise Agreement  
2005**

**I.R.C. NO:** IRC5/2989

**DATE APPROVED/COMMENCEMENT:** 23 June 2005 / 1 April 2005

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 6 January 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 34

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Barrier Social Democratic Club, located at 218 Argent Street, who are engaged in any of the occupations specified in the classifications structure prescribed by Appendix C, who fall within the coverage of the Club Employees (State) Award.

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

# **BARRIER SOCIAL DEMOCRATIC CLUB - ENTERPRISE AGREEMENT 2005**

## **Table Of Contents**

<b>Clause No.</b>	<b>Subject Matter</b>
1.	Title
2.	Application of Agreement
3.	Parties Bound
4.	Date And Period of Operation
5.	Relationship to Award
6.	Relationship to Previous Agreements
7.	Aim and Objectives of the Agreement
8.	Introduction of Flexible Workplace Arrangements
9.	Definitions
10.	Annual Performance Review
11.	Remuneration and Classifications
12.	Wage Increases
13.	Allowances
14.	Mixed Functions
15.	Payment of Wages
16.	Hours of Work
17.	Meal Breaks During Ordinary Hours
18.	Saturday and Sunday Rates - Ordinary Hours
19.	Overtime
20.	Uniform and Laundry
21.	Annual Leave
22.	Long Service Leave
23.	Sick Leave
24.	Bereavement Leave
25.	Blood Donors Leave
26.	Jury Service Leave
27.	Family Care Leave
28.	Repatriation Leave
29.	Parental Leave
30.	Public Holidays
31.	Terms of Engagement
32.	Severance Pay
33.	Transport of Employees
34.	Superannuation
35.	Dispute Settling Procedure
36.	Disciplinary Procedure
37.	Union Recognition Clause
38.	No Extra Claims
39.	Monitoring and Renewal of Agreement
40.	Endorsement of Agreement

APPENDIX A - REMUNERATION

APPENDIX B - OTHER RATES & ALLOWANCES

APPENDIX C - CLASSIFICATIONS

APPENDIX D - MUTUAL CONSENT AGREEMENT

### **1. Title**

This Agreement shall be known as the Barrier Social Democratic Club - Enterprise Agreement 2005 (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 Classifications structure prescribed by Appendix C.

## **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**

Subject to approval by the NSW Industrial Relations Commission, the Agreement shall operate from the first full pay period commencing on or after 1 April 2005 and will remain in force for a period of three years.

## **5. Relationship to Award**

The Club Employees (State) Award (NSW) (the Award) does not apply to either the Club or to its employees.

## **6. Relationship to Previous Agreements**

This Agreement replaces all and any previous agreements made between the Broken Hill Town Employees' Union and the Club, including specifically the Barrier Social Democratic Club Enterprise Agreement 2002 (the 2002 Agreement) which itself replaced the previous existing Agreement which was 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).

## **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 an improvement in the quality of 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.

To implement an effective workplace consultative mechanism that will see employees positively contribute to the Clubs management decision making process and the achievement of the implementation of this Agreement. This will be achieved by establishing and maintaining an Enterprise Consultative Committee (ECC) after the commencement of the Agreement that will operate in accordance with an agreed Constitution and whose members will be provided with appropriate training.

## **8. Introduction of Flexible Workplace Arrangements**

### **8.1 Workplace Consultation And Work Practice Change**

Set out below are consultation arrangements agreed to between the parties that will enhance measures intended to achieve gains in productivity, efficiency and profitability of the Club through work place flexibility during the life of the Agreement.

### **8.2 Enterprise Consultative Committee**

An interim Enterprise Consultative Committee (ECC) has been established at the Club and it will continue to operate until it is replaced by a new ECC (which may or may not have different members). The new ECC will be put in place after the Agreement commences as part of the development of the ECC Constitution and the ECC training process

- (a) Through the ECC the Club and the employees will consult collectively with each other.
- (b) The Club, the Employees and the Union will support the ECC's activities and its outcomes.
- (c) The ECC will be responsible for overseeing the implementation of this Agreement at the site and to ensure that the agreed Aims and Objectives are achieved.
- (d) The ECC will establish a constitution for the ECC so as to achieve the Aims and Objectives of the Agreement.

It is noted that the ECC Constitution shall:

recognise the right of the Union site delegates to be a employee representative member of the ECC; and

provide that a nominated officer of the Union will be supplied with a copy of the Minutes of all ECC meetings for its information.

### **8.3 Workplace Flexibility and Changes to Work Practices**

The Club, the Employees and the Union are committed to the flexible application of the terms and conditions of employment set out in this Agreement in order to improve the productivity, efficiency, profitability and the competitiveness of the Club. The employee parties accept that the final decision on policy issues at the Club is the responsibility of the Clubs management and that the consultation processes put in place by this clause are designed to ensure effective management / employee consultation on issues before management decisions are made. Hence, the employee parties commit to not unreasonably oppose or withhold consent to Club proposed work practice changes that are within the spirit and scope of the Agreement.

The achievement of the agreed Aims and Objectives and the flexibilities referred to above will be assisted by the introduction of changes in work practices during the life of the Agreement in accordance with the procedures set out below:

### **8.4 Flexible Application of Existing Provisions**

- (a) If a proposed change effects only one or a small number of Employees and all of the effected employees are involved in reaching agreement on a proposed arrangement, then the outcome as agreed by the majority of the employees concerned will be implemented following advice of the terms of the agreement to the ECC for its information.
- (b) If a proposed change effects more than a small number of employees or, in any case, if the proposed change is in relation to a matter that the ECC regards as appropriate for it to deal with, then agreement on the issue will be reached through the consultative processes of the ECC. The agreed change shall then be appropriately recorded and implemented. The Club recognises that

any member of the ECC may seek the Union's advice and assistance on the matters under consideration.

- (c) These procedures will ensure that the work practice arrangements at the site will be implemented in a way that best suits the parties directly affected.
- (d) Any agreement reached shall not adversely affect the health and safety of the employees within the meaning of the State legislation.

#### 8.5 Changes to Existing Conditions Requiring NSWIRC Approval

In circumstances where the implementation of the ECC's decision would necessitate formal recognition by the NSW Industrial Relations Commission (NSWIRC) either by way of a consent variation to this Agreement or by way of the establishment of a further Enterprise Agreement, the following procedures shall be followed:

- (a) All employees will have the proposed change 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) Before any arrangement is signed and processed further in accordance with this clause, the proposed arrangement shall be forwarded in writing by the ECC to the Secretary of the Union.
- (d) The Union shall not unreasonably withhold consent to the arrangements agreed upon between the site parties.
- (e) If no party objects to the arrangement, then a consent application shall be made to the IRC to have the arrangement approved in accordance with the requirements of the Act.

Should a dispute over a matter that is before the ECC not be able to be resolved (e.g. the Union withholds consent under (d)) it shall be dealt with in accordance with the procedures set out in Step 4 and onwards of the disputes procedure set out in Clause 28 of this Agreement.

The ECC shall act to resolve any disputes arising from the interpretation and/or implementation 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.
- 9.6 Margin of Hours means the maximum number of continuous hours shown on a clock within which an employee shall work his/her ordinary hours of work on any day or shift.
- 9.7 Ordinary Rate of Pay means the amount paid to a weekly employee for the employee's ordinary hours of work excluding any loading, shift allowance, penalty, overtime or other extraneous or additional payment.

- 9.8 Rostered Day Off and Rostered Off Work have a common meaning under the Agreement and is the time an employee is lawfully absent from work as it is outside of the employees scheduled ordinary hours of work under the previously determined roster.

### **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.

An outline of the assessment process will be provided to the ECC and to a nominated officer of the Union for their information.

### **11. Remuneration and Classifications**

#### 11.1 Rates of Pay and Classifications

- See Appendices A and C

### **12. Wage Increases**

In consideration for and on the condition that the employees and the Union co-operate 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 1 April 2005, on the condition that the Agreement has first been approved by the NSW Industrial Relations Commission.
- (b) A further 4% increase in ordinary rates of pay from the first full pay period on or after 1 April 2006.
- (c) A further 4% increase in ordinary rates of pay from the first full pay period on or after 1 April 2007.

### **13. Allowances**

The allowances payable to employees under Appendix B will be increased from the first full pay period following the anniversary of the certification of the Agreement in line with wage increase prescribed by Clause 12(b) and 12(c) of the Agreement.

### **14. Mixed Functions**

- 14.1 Where an employee is required to perform duties at a higher classification level, the employee shall be paid at that higher classification:
- (a) if the work performed is of 2 hours or less, for the time actually worked;
  - (b) if the work performed is of greater than 2 hours, for the employee's entire shift for that day.
- 14.2 Notwithstanding the above "mixed functions" provisions, when a Supervisor is required to "fill in" for an absent Duty Manager the Supervisor shall be paid the Level 5 rate of this Agreement for the time spent filling in. Payment shall be in accordance with a paragraph (a) and/or (b) of subclause 14.1 above. Note: Duty Managers are not employed under the terms of this Agreement.
- 14.3 Where the employee is required to perform duties at a lower classification level, no deduction in pay shall be made.

### **15. Payment of Wages**

- 15.1 All wages including overtime, shall be paid on one day of the week, not later than Thursday. Where a Public Holiday falls on a Friday, wages shall be paid on one day of the week not later than Wednesday, provided that accrued overtime payment shall be made not later than within the week following the week in which it is worked.

15.2 Wages shall be paid by means of EFT.

## **16. Hours of Work**

### **16.1 Full Time Weekly Employees**

The ordinary hours of work shall not exceed 152 in any four-week period.

The maximum number of days on which ordinary hours are to be worked shall not exceed 20 in any four-week period.

The maximum ordinary hours on any day or shift shall not exceed 12.

The minimum ordinary hours on any day or shift shall not be less than 4.

The margin of hours shall not exceed 14.

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 agreement with an individual employee (in accordance with the Mutual Consent Agreement form set out in Appendix D); or
- b) by agreement with the majority of employees concerned; or
- c) when such a change is necessary because of absences or shortages of staff by giving 12 hours notice; or
- d) for any other reason by giving 7 days notice.

### **16.2 Part Time Weekly Employees**

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).

The ordinary hours of work shall be not less than 48 nor more than 148 in any four week period.

The maximum number of days on which ordinary hours are to be worked shall not exceed 20 in any four week period.

The maximum ordinary hours on any day or shift shall not exceed 12.

The minimum ordinary hours on any day or shift shall be not less than 3.

The margin of hours shall not exceed 14.

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 ordinary hours rate applicable to the said shift without prior notice;
- b) by mutual consent with an individual employee (in accordance with the Mutual Consent Agreement form set out in Appendix D); or
- c) by agreement with the majority of employees concerned; or

- d) when such a change is necessary because of absences or shortages of staff by giving 12 hours notice;
- e) for any other reason by giving 7 days notice;

### 16.3 Casual Employees

The minimum engagement shall be 3 continuous hours per day.

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.

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).

Annual Leave Payment for Casuals. A casual employee shall receive a pro-rata annual leave entitlement of 5.4/46.6 of the Monday to Friday casual hourly rate for each hour of ordinary time worked (Monday - Sunday) Such pro rata annual leave shall be paid weekly.

The Club shall offer casual work to existing casual employees before engaging new casual employees, provided that it is acknowledged that the application of this preferential arrangement would be subject to the business needs of the club which are paramount.

### 17. Meal Breaks During Ordinary Hours

- 17.1 Where a full time or part time employee works a shift of more than 5 continuous ordinary hours the employee shall be entitled to a paid meal break of 30 minutes.
- 17.2 Where a full time or part time employee works a "split shift" of 8 or more ordinary hours the employee will be entitled to a paid meal break of 30 minutes.
- 17.3 Where the prescribed meal break is not given, then a penalty payment of (½ times) 50% in addition to the ordinary hourly rate shall apply for all time worked beyond 5 hours (or 6 hours in the case of an emergency) until such time as the 30 minute meal break is granted or the shift is completed.
- 17.4 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.

### 18. Saturday and Sunday Rates - Ordinary Hours

All ordinary time worked on Saturdays and on Sundays shall be paid at time and three quarters.

### 19. Overtime

#### 19.1 Weekly Employees

19.1.1 "Overtime" shall mean all time worked -

- a) in excess of an employees ordinary rostered hours on any day or shift; or
- b) outside the prescribed margin of hours on any day or shift; or
- c) outside of rostered hours;

However, overtime is not payable for varied or extended ordinary hours in accordance with the provisions of Clauses 16.1.(a) to (d) or 16.2.(a) to (e).



Overtime is paid on an employee's "ordinary rate of pay" as follows:

- 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.

19.1.2 An employee required to work overtime of two or more hours which is continuous with the commencement or cessation of his ordinary hours shall, before commencing such overtime or ordinary hours, be allowed a crib break of 20 minutes which shall be paid at the ordinary rate of pay for the day or shift.

19.1.3 An additional crib break shall be allowed after each four hours of overtime if the overtime is to continue after the break.

19.1.4 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 Club or be paid a meal allowance as set out in Appendix B.

19.1.5 An additional meal or meal allowance shall be provided for each crib break prescribed by 19.1.3.

19.1.6 In computing overtime, each day shall stand alone.

19.1.7 To ensure that weekly employees are not deprived of the opportunity to work reasonable overtime the Club 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. This being the case, weekly employees shall work reasonable overtime to meet the needs and circumstances of the Club.

## 19.2 Recall to Work

19.2.1 A full-time and part-time employee recalled to work overtime after leaving the Club's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of 3 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 3 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.

19.2.2 Where the actual overtime worked is less than 3 hours, the period of 3 hours for which payment has to be made shall not be regarded as overtime worked for the purpose of a crib break.

## 19.3 Work on Rostered Day Off

Where a weekly employee is required to work on a day for which he/she is rostered off from duty, the employee shall be paid at double time rates with a minimum as for 3 hours.

## 19.4 Minimum Break Between Ordinary Shifts

19.4.1 The Club shall arrange the roster so that there is at least 10 hours off between the finishing of ordinary hours on one day and the start of ordinary hours on the next day or shift.

19.4.2 An exception to this "minimum 10 hour break" provision shall apply where an employee finishes at 3am Sunday morning (the "disco" shift) and resumes work at 12.00pm on the Sunday, having had a break of 9 hours only.

19.4.3 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 clause 19.4.1 then either:

the employee is released from starting his/her next ordinary shift without loss of pay until he/she has had 10 hours off duty; or

the employee is paid at double time rates until he/she is so released to have 10 hours off duty without loss of pay for ordinary working time.

#### 19.5 Minimum Break Between Shifts Due to Overtime

19.5.1 A weekly 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.

19.5.2 If on the instructions of the Club 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.

#### 19.6 Time off in Lieu

19.6.1 A weekly employee may choose to elect to enter an agreement with the Club, to take time off in lieu of payment for overtime at a time or times agreed with the Club within 3 months of the overtime being worked.

19.6.2 Time off in lieu shall be calculated on an "hour for hour" basis.

19.6.3 If, having agreed to take time as leave in accordance with clause 19.6.1, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 3 month period or on termination.

19.6.4 Where no election is made in accordance with clause 19.6.1 the employee shall be paid overtime rates in accordance with this Agreement.

#### 19.7 Casual Employees

A casual employee shall receive overtime payments for either the time worked in excess of the ordinary hours worked by full time weekly employees on the same day or shift or for all hours worked in excess of 8 in any one day or shift, whichever period is the greater.

### **20. Uniform and Laundry**

20.1 Where the Club requires an employee to wear a uniform the Club will provide the following:

- (a) Full Time Employees: 5 shirts, 3 pairs of trousers or skirts and 1 vest if applicable.
- (b) Part Time Employees: 3 shirts, 2 pair of trousers or skirts and 1 vest if applicable.
- (c) The Club shall arrange that full time and part time employees shall be provided with new work footwear up to the value of \$180 per annum on and from 1 July each year. New employees shall provide their own work footwear to a standard specified by the Club and shall be paid an allowance of \$3.97 per week up to 30 June in their first year of service. From 1 July new employees will then be issued new footwear by the Club along with all other weekly employees.
- (d) Casual Employees: 2 shirts only

- (e) During a new employee's probationary period the above provisions shall not apply.

Instead, a probationary employee shall be entitled to be issued 1 shirt only. Nonetheless, a probationary employee is still required to attend for duty in a clean, well presented manner.

After the conclusion of the probationary period a successful employee shall then be provided with the balance of his/her uniform issue.

If the employee has purchased "additional clothing" to comply with the Club's uniform requirements during the probationary period - and then the employee remains in employment beyond the probationary period, the Club will reimburse the employee for the expense of providing the uniform upon the production of the original purchase receipt.

- 20.2 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 Club. Upon the termination of the employee's employment the employee shall return the item to the Club, failing which the Club 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.
- 20.3 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.
- 20.4 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 35 - Dispute Settlement Procedure.
- 20.5 Where an employee is required by the Club to wear any special clothing other than that provided for above, such clothing shall be purchased at the Club's expense.
- 20.6 Laundry
- 20.6.1 Special clothing shall be laundered or cleaned at the Clubs expense or the Club 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;
- 20.6.2 Clothing allowances shall be paid while an employee is absent on approved paid leave.

## **21. Annual Leave**

- 21.1 Annual Leave - Weekly (full time and part time) employees

21.1.1 Weekly employees are entitled to 5 weeks and 2 days annual leave per year. That is they are entitled to an extra 1 week and 2 days annual leave beyond the leave entitlements prescribed by the *Annual Holidays Act (NSW)*.

21.1.2 A weekly employee who works Sundays and/or Public Holidays shall also be entitled to the following additional annual leave:

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

21.1.3 The Club 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 Club and the employee.

21.1.4 Any part of the extra annual leave entitlement prescribed by Clause 21.1.1 of 1 week and 2 days and/or the Additional Leave provisions prescribed by Clause 21.1.2 may be "cashed out" by agreement between the Club and an individual employee at any time after the leave entitlement has become due to the employee. The Annual Leave Loading applicable to the "cashed out" period of annual leave shall also be cashed out at the same time. Such an agreement will be recorded in writing prior to the cashing out of the leave. Cashed out annual leave and annual leave loading shall cease to be available to the employee as a leave entitlement.

21.1.5 Casual employees annual leave entitlements are set out in Clause 16.3.

## 21.2 Annual Leave Loading

21.2.1 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.

21.2.2 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.

21.2.3 Allowances during leave

The Clothing Allowance is payable while an employee is on annual leave.

## 22. Long Service Leave

22.1 From 18 July 2002 employees shall be entitled to Long Service Leave in accordance with the terms of the *Long Service Leave Act 1955* (NSW), except for the rate of leave accrual which instead will be at the rate of 13 weeks long service leave for each 10 years of service. After 10 years of service an employee shall accrue leave on a pro-rata basis at the rate of 1.3 weeks per year of service.

22.2 The Long Service Leave provisions of the 1993 Agreement shall cease to operate from 17 July 2002. Nonetheless, an employee's Long Service Leave entitlements accrued under the provisions of the 1993 Agreement shall remain part of the employee's accrued Long Service Leave entitlement hours i.e. the employee's prior accruals will be added to any new accruals as per 22.1.

22.3 Part Time and Casual employees shall be eligible for Long Service Leave on a pro rata basis as per 22.1.

22.4 Pro rata payment on termination of long service leave shall apply after 5 years of service irrespective of the reason for the termination of the employee's employment.

### **23. Sick Leave**

23.1.1 After 3 months continuous service a weekly employee becomes entitled to 76 hours sick leave or a proportional amount in the case of a part-time employee.

23.1.2 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.

23.1.3 Sick leave is fully cumulative until used.

23.1.4 An employee who is absent from work for a single day due to personal sickness shall not be required to provide a medical certificate for such an absence unless:

- (a) The single day absence is immediately before or after another day off, including a public holiday; or
- (b) Where an employee has a proven record of recurring absences from work on sick leave and the club informs such employee that in the event of future absences a certificate will be required from a duly qualified medical practitioner in respect of each period of sick leave taken for period of six (6) months thereafter.

In the circumstances prescribed by (a) or (b), above an employee must provide a doctors certificate.

23.1.5 Other than for single day absences, an employee must provide a doctors certificate. Subject to 23.1.4 (a) & (b), for single day absence a statutory declaration shall be sufficient proof.

23.1.6 When sick, the employee shall, as soon as possible, and in any case within 24 hours of the commencement of the absences, inform the Club 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.

23.1.7 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 Club;
- (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.

23.2 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. Employees covered by the MMM sickness fund shall not be entitled to either sick leave or Family Care Leave under this Agreement. However, employees not previously part of the MMM sickness fund will in stead be entitled to the sick leave provisions as prescribed by clause 23 herein.

### **24. Bereavement Leave**

24.1 The entitlement to bereavement leave occurs upon the death of:

- (a) spouse, father, mother, father-in-law, mother-in-law, foster father, foster mother, grandfather, grandmother,
- (b) child, stepchild, foster child, grandchild,
- (c) brother, sister, brother-in-law, sister-in-law

- 24.2 "Spouse" includes a person with whom the employee is living in a de facto relationship at the time of bereavement, including a same sex partner.
- 24.3 When an employee claims bereavement leave in respect to a de facto spouse they cannot further claim such leave on the death of a legal spouse.
- 24.4 "Bereavement Leave" means leave without loss of pay for a period not exceeding the number of ordinary hours rostered for the employee in three ordinary days and shall be granted only for the purpose of arranging and/or attending the funeral.
- 24.5 "Funeral" includes a formal memorial service conducted in Australia for a deceased person who has died and/or is being laid to rest overseas.
- 24.6 To claim bereavement leave the employee:
- (a) must give proper and reasonable notice to the Club of the funeral; and
  - (b) must provide satisfactory proof that he/she attended the funeral.
- 24.7 Bereavement Leave cannot be claimed when the employee is already off on leave or on Rostered Days Off.

## **25. Blood Donors Leave**

- 25.1 A employee who wishes to donate blood shall be allowed to do so during working hours without loss of pay for ordinary time, provided that:
- (a) the employee agrees with the Clubs upon the day and time which least inconveniences the club's operations. In the case of a disagreement, the Clubs shall have the right to nominate the date and time, or to refuse to give the employee leave; and
  - (b) the employee is able to donate blood at a mobile service of the Red Cross Blood Bank which is situated in or immediately adjacent to the club's land or premises, or at a hospital within five or less walking minutes from the club's premises; and
  - (c) having donated blood, the employee provides sufficient proof thereof and returns to work thereafter; and
  - (d) the entitlement is limited to a maximum of two hours on no more than three occasions in any one year of employment.

## **26. Jury Service Leave**

- 26.1 An employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the Clubs an amount equal to the difference between the amount paid in respect of his attendance for such jury service and the amount of wages he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.
- 26.2 An employee shall notify the Club as soon as possible of the date upon which he/she is required to attend for jury service.
- 26.3 The employee shall give the Club proof of his attendance, the duration of such attendance and the amount received in respect of such jury service.

## **27. Family Care Leave**

### **27.1 Use Of Sick Leave**

- (a) An employee with responsibilities in relation to a class of person set out in paragraph (d) who needs their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after 15 September 1995 for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to the employee being responsible for the care and support of the person concerned; and
- (d) the person concerned being:
  - (i) a spouse of the employee; or
  - (ii) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
  - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
  - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
  - (v) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
    - 1. "relative" means a person related by blood, marriage or affinity;
    - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
    - 3. "household" means a family group living in the same domestic dwelling.
- (e) An employee shall, wherever practicable, give the Club notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Club by telephone of such absence at the first opportunity on the first day of absence.

## **28. Repatriation Leave**

28.1 An employee, being a Returned Service personnel, shall be allowed as time worked, lost time incurred in attending Repatriation Centres for medical examinations and/or treatment.

28.2 Payment for lost time shall be limited to

- (a) 8 hours on any one attendance
- (b) 5 attendance's per year
- (c) a total of 24 hours per year

- 28.3 The Club shall only pay the difference between ordinary wages rates for the time lost and any payment received from the Repatriation Department as a result of any such visit.
- 28.4 The employee must produce satisfactory evidence that he is required to and subsequently does attend a Repatriation Centre.

## **29. Parental Leave**

An employee shall be entitled to Parental Leave in accordance with the relevant provisions of Part 4 of Chapter 2 of the *Industrial Relations Act 1996* (NSW).

## **30. Public Holidays**

Weekly employees shall be entitled to public holiday benefits in accordance with the following:

- 30.1 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 Agreement: 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 either Union Picnic Day (which is held on the first Monday in September in each year) or the employee's birthday (which ever the employee chooses).
- 30.2 A weekly employee who is rostered to work but is not required by the Club to work on a Public Holiday shall receive payment for the day at the ordinary rate of pay for the hours rostered.
- 30.3 All time worked on a Public Holiday shall be paid for at the rate of 2½ times the ordinary time rate of pay. An employee can be compelled to work on a public holiday to meet the operational requirements of the Club.
- 30.4 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 3 hours whichever is the greater.
  - (c) for casual employees, 3 hours
- 30.5 The minimum payments prescribed by 30.4 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.
- 30.6 Where a Public Holiday falls and is observed on a day a weekly employee is rostered off work (other than Easter Saturday), the employee shall be paid his /her ordinary rate of pay for the day.
- 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.
- 30.7 A weekly 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 evidence satisfactory to the Club that this absence was due to a good and satisfactory cause, shall not be entitled to payment for such holiday or holidays.



### 31. Terms of Engagement

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

#### 31.1 Weekly Employees

##### Probationary Period of Employment

All new weekly employees shall be employed under a probationary 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.

During the probationary period management and the employee will meet at least monthly to review and assess the employee's progress and behaviour in the new position and to address any issues arising therefrom.

#### 31.2 Termination

Weekly employees 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.

#### 31.3 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 the scope of this clause the following are examples of conduct or acts which may, justify instant dismissal and constitute 'serious misconduct: 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."

#### 31.4 Certificate of Service

A 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.

#### 31.5 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.

#### 31.6 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.

### **32. Severance Pay**

32.1 Where the employee is terminated due to redundancy, the Club 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 attained the age of 45 will be paid at the rate of 1.25 weeks for every week of entitlement prescribed by the above scale of payments.

32.2 Incapacity to Pay

Subject to an application by the Club and further Order of the Industrial Relations Commission of New South Wales, the Club may pay a lesser amount (or no amount) of severance pay than that contained in subclause 32.1 above.

The Commission shall have regard to such financial and other resources of the Club as the Commission thinks relevant, and the probable effect of paying the amount of severance pay in subclause 32.1 of this Clause will have on the Club.

32.3 Alternative Employment

Subject to an application by the Club and further Order of the Commission, the Club may pay a lesser amount (or no amount) of severance pay than that contained in subclause 32.1 above if the Club obtains acceptable alternative employment for an employee.

### **33. 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.

### **34. Superannuation**

Superannuation will be paid as per the Superannuation Guarantee Legislation.

### **35. 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, either a site Union delegate or another employee nominated by the employee involved 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 by the ECC. If the matter remains unresolved following Step 4.

Step 4.

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 employee nominated by the employee where the employee is not a member of the Union).

Where it is agreed by the parties, Steps 1- 4 may be conducted concurrently.

Alternatively, a step may be omitted where it is agreed by the parties to be appropriate in the circumstances. If the matter remains unresolved follow Step 5.

Step 5.

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.

### **36. Disciplinary Procedure**

#### **36.1 Disciplinary Procedure**

The following Disciplinary Procedure shall apply to employees covered by the Agreement.

##### **36.1.1 Disciplinary Procedure Relating to Poor Work Performance or Unsatisfactory Conduct**

Without limiting the scope of application of this procedure "poor work performance or unsatisfactory conduct" could include the following:

- Unacceptable work quality
- Unsafe work practices

Wilfully failing to abide by reasonable and lawful directions  
Excessive absenteeism

Where it is alleged an employee's work performance or conduct is of a poor or unsatisfactory standard the following procedure may be adopted:-

#### 36.1.2 Interview Process

An interview of the employee should be conducted by the Company's representative. It is appropriate for another member of management to be present as well as the site union delegate (if the employee is a member of a union) or other nominated responsible employee from the site acceptable to the employee being disciplined.

At the time of the interview the employee should be informed of the nature of the problem and be given the opportunity to explain his or her actions.

The Company would then consider the employee's response.

If the employee's explanation is a reasonable one, the matter would conclude.

If, however, the employee's explanation is not reasonable and the problem is not work related, efforts should be made to provide appropriate professional counselling or other outside assistance, where available.

If the employee's explanation is not reasonable and the problem is work related the employee will be disciplined in accordance with the "Formal Written Warnings" provisions set out below.

At the same time a record of the disciplinary interview will be made which includes information such as:

The nature of alleged poor work performance or unsatisfactory conduct and the specific details.

The date/s of alleged poor work performance or unsatisfactory conduct.

The date and time of the interview.

The employee's response to the allegations.

The subsequent disciplinary action (if any) to be taken by the Company following the interview.

Signature of the parties present at the interview. If the employee being disciplined refuses to sign this fact should be recorded.

A copy of this record should be supplied to the employee concerned and the original placed on the employee's personnel file.

At the conclusion of the interview a date should be set for the parties to again meet and review the employee's progress in addressing or correcting the issues that are the subject of a disciplinary warning unless a progress review would not be appropriate given the nature of the issue that has given rise to the disciplinary action.

#### 36.1.3 Discipline - Formal Written Warnings

Following the disciplinary interview and where the Company has found that an employee's work performance or conduct is unacceptable, the employee will be issued with a formal written disciplinary warning.

The warning will include the following:

details of the unacceptable conduct or unsatisfactory work performance

a statement of the consequences of any repeat of such unacceptable conduct or continued poor work performance, in particular, that it will lead to further disciplinary action and the possibility of termination by the Company following a further formal written warning.

signatures of the persons present. An employee's refusal to sign a warning does not affect its validity.

A copy of the warning should be provided to the employee and the original placed on the employee's personnel file.

Where a written warning is given, a date should be set for the parties to again meet and review the employee's progress in addressing or correcting the issues that are the subject of the further disciplinary warning.

#### 36.1.4 Subsequent Disciplinary Action - Final Written Warning

If the warning resulting from the initial disciplinary interview is unsuccessful or if there is further unacceptable conduct a further disciplinary interview, similarly constituted to the first, should then take place.

At that time management would produce evidence of the continued or further poor work performance or unsatisfactory conduct and the employee shall be given the opportunity to explain.

If the employee's explanation is a reasonable one, the matter would conclude.

If the employee's explanation is deemed unsatisfactory management shall take further disciplinary action. This would usually be in the form of a further written warning.

However, in some less serious situations appropriate disciplinary measures may include:

Relocation in the work place;  
Restriction of Privileges;  
Admonishments recorded on the employee's personal file.

These forms of disciplinary measures may be either permanent or of a temporary nature, in which case previous entitlements may then be restored provided the employee's work performance or conduct has improved in the intervening period.

A further written warning would be a final warning and would be prepared in accordance with the "Formal Written Warnings" provisions set out above. It will include a statement detailing the consequences of any repeat of such unacceptable conduct or continued poor work performance and, in particular, that it will lead to the employee's dismissal.

A date should also be set for the parties to again meet and review the employee's progress in addressing or correcting the issues that are the subject of the further disciplinary warning.

#### 36.1.5 Dismissal Following Final Written Warning

Where an employee's conduct or performance does not improve following a final warning, then the employee shall be dismissed.

If an employee is to be dismissed, a meeting will be held to inform the employee that they are to be dismissed. The meeting will be similarly constituted to the earlier disciplinary interviews.

At the meeting the Company will inform the employee of the allegations or deficiencies in the employee's work performance and again give the employee an opportunity to respond.

The Company will consider the employee's reasons as to why the employee should not be dismissed.

In the absence of an acceptable explanation, the Company will advise the employee of their dismissal and will subsequently confirm the dismissal in writing.

#### 36.1.6 Instant Dismissal

The above procedures dealing with poor work performance or unsatisfactory conduct and are not intended to interfere with the right of the Company to dismiss an employee without notice for serious and wilful misconduct that justifies instant dismissal.

In such circumstances the following procedure should be followed:

An investigation should be conducted to establish the facts.

An interview of the Employee should be conducted by the Company. It would be appropriate that at least two members of management be present.

It is appropriate for a nominated or responsible Employee acceptable to the Employee being disciplined to also be present.

At the time of the interview the Employee should be informed of the alleged misconduct and be given the opportunity to explain his/her actions.

If no satisfactory explanation is provided by the Employee, the Employee shall be dismissed.

The Employee should be notified in writing of the dismissal and the reasons for same.

### **37. Union Recognition Clause**

- (a) For the duration of this Agreement the Club will recognise the right of the Broken Hill Town Employees' Union to represent its members who are employees of the Club in relation to this Agreement.
- (b) The Club undertakes, upon the receipt of written authorisation by an employee, to deduct Union membership dues from the pay of an employee who is a member of the Union.
- (c) All new employees shall be advised of the matters set out in (a) and (b) above and shall be introduced to the site delegate upon being accepted for employment.

### **38. 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.

### **39. 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.

#### 40. 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 6th day of June 2005

For and on behalf of BARRIER SOCIAL DEMOCRATIC CLUB

KARREN HOWE  
SECRETARY MANAGER

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

ROSSLYN FERRY  
SECRETARY

#### APPENDIX A

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

FULL TIME WEEKLY EMPLOYEES - 1 APRIL 2005					
Classifications	Weekly Wage (38hrs)	Hourly Rate (deduct if absent)	Time & ¾ for Saturday and Sunday	Double Time	Double Time and ½ for Pub Holidays
	\$/Week	\$/Hour	\$/Hour	\$/ Hour	\$/ Hour
Introductory Level	502.81	13.23	23.16	26.46	33.08
Level 1	549.16	14.45	25.29	28.90	36.13
Level 2 All Others	550.06	14.48	25.33	28.95	36.19
Bar/Change Steward	559.73 13.62.	14.73	25.78	29.46	36.82
Door Steward/ess	558.16	14.69	25.70	29.38	36.72
Cold Larder Cook	555.46	14.62	25.58	29.23	36.54
Short Order Cook	562.89	14.81	25.92	29.63	37.03
Cellar/Stores person	554.67	14.60	25.54	29.19	36.49
Clerical Staff	601.91	15.84	27.72	31.68	39.60
Level 3	583.35	15.35	26.86	30.70	38.38
Receptionist	586.51	15.43	27.01	30.87	38.59
Clerical Staff	602.03	15.84	27.73	31.69	39.61
Level 4	613.84	16.15	28.27	32.31	40.38
Level 5	660.40	17.38	30.41	34.76	43.45
Level 6	691.12	18.19	31.83	36.37	45.47
Level 7	722.05	19.00	33.25	38.00	47.50

PART TIME WEEKLY EMPLOYEES - 1 APRIL 2005					
Classifications	Hourly Rate Including 15% loading \$/Week		Time & ¾ for Saturday and Sunday \$/Hour	Double Time \$/Hour	Pub Holidays Double Time and ½ \$/Hour
Introductory Level	15.22		23.16	26.46	33.08
Level 1	16.62		25.29	28.90	36.13
Level 2 All Others	16.65		25.33	28.95	36.19
Bar/Change Steward	16.94		25.78	29.46	36.82
Door Steward/ess	16.89		25.70	29.38	36.72
Cold Larder Cook	16.81		25.58	29.23	36.54
Short Order Cook	17.03		25.92	29.63	37.03
Cellar/Stores person	16.79		25.54	29.19	36.49
Clerical Staff	18.22		27.72	31.68	39.60
Level 3	17.65		26.86	30.70	38.38
Receptionist	17.75		27.01	30.87	38.59
Clerical Staff	18.22		27.73	31.69	39.61
Level 4	18.58		28.27	32.31	40.38
Level 5	19.99		30.41	34.76	43.45
Level 6	20.92		31.83	36.37	45.47
Level 7	21.85		33.25	38.00	47.50

TABLE 1 - RATES OF PAY ALL CASUAL EMPLOYEES - 1 APRIL 2005						
Classifications	Annual Leave Loading \$/Hour	Hourly Rate Including 33 1/3% Mon - Fri \$/Hour		Saturday & Sunday Time & ¾ \$/Hour	Double Time \$/Hour	Pub Holidays 2 ½ times \$/Hour
Introductory Level	2.04	17.64		23.16	26.46	33.08
Level 1	2.23	19.27		25.29	28.90	36.13
Level 2 All Others	2.24	19.30		25.33	28.95	36.19
Bar/Change Steward	2.28	19.64		25.78	29.46	36.82
Door	2.27	19.58		25.70	29.38	36.72
Cold Larder 1.Cook	2.26	19.49		25.58	29.23	36.54
Short Order Cook	2.29	19.75		25.92	29.63	37.03
Cellar/Stores person	2.26	19.46		25.54	29.19	36.49
Clerical Staff	2.45	21.12		27.72	31.68	39.60
Level 3	2.37	20.47		26.86	30.70	38.38
Receptionist	2.38	20.58		27.01	30.87	38.59
Clerical Staff	2.45	21.12		27.73	31.69	39.61
Level 4	2.50	21.54		28.27	32.31	40.38
Level 5	2.69	23.17		30.41	34.76	43.45
Level 6	2.81	24.25		31.83	36.37	45.47
Level 7	2.94	25.33		33.25	38.00	47.50



## APPENDIX B

### Other Rates and Allowances - 1 APRIL 2005

BRIEF DESCRIPTION	Amount (\$)
Apprentices-Proficiency Allowance - On first occasion	2.93/week
On second occasion	4.88/week
On third occasion	6.80/week
Meal Allowance	9.36 per occasion
Cleaning toilet allowance	5.41 per shift
Laundry Allowance: Permanent employees	8.50 /week
Apprentices	3.73/week
Cummerbund	1.05/week
Casuals	2.43/day
Cooks	11.76/week
Apprentice Cooks	4.96/week
Casual Cooks	3.15/day
Tool Allowance	9.51/week
Apprentice Tool Allowance	5.76/week

## 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 Club 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.

Existing Level 2 employees are encouraged and expected to hold a current St. Johns Ambulance First Aid Certificate unless they have good and cogent personal reasons for not to do so. The Club will require any newly appointed Level 2 employee to hold a current St. Johns Ambulance Certificate as a prerequisite competency.

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 Club 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.

## Apprentices

Apprentices wage rate(s) shall be the following percentages of \$628.70 calculated to the nearest 10 cents.

Year	Period of Apprenticeship		
	3 Years %	3½ Years %	4 Years %
1st year	46	43	43
2nd year	60	58	57
3rd year	71	71	68
4th year		77	75

No apprentice under the age of 18 years shall be required to work overtime unless the apprentice so agrees. Such overtime shall not exceed one hour in any one day.

At 18 years or over, an apprentice who is required to work overtime for two hours or more, after the usual ceasing time, shall be provided with a meal free of charge, or paid a meal allowance as set out in the Agreement.

No apprentice shall, except in an emergency, work overtime or ordinary time which would prevent attendance at technical college as required by any statute, award or regulation.

Proficiency Rates - Should an apprentice in any year pass in each of the subjects prescribed for that year of his apprenticeship course, and attain a standard as certified by the Department of Technical and Further Education of not less than an average of 70 per cent of possible marks allotted at the Annual Examination conducted by the Department, in the subjects of trade theory and trade practice prescribed for that year in the relevant course, he/she shall be entitled to the amounts prescribed in Appendix B, Other Rates and Allowances- Apprentices Proficiency Allowances only.

## APPENDIX D

Barrier Social Democratic Club Ltd  
Trading as The Demo Club  
218 Argent Street  
Broken Hill NSW 2880  
Phone (08) 8088 4477  
Fax (08) 8088 2652  
Email: bsdc@hotmail.net.au

A C N: 001 031 287

A B N: 14 001 031 287

**Mutual Consent Agreement**

**Re: Change of Rostered Hours**

I, \_\_\_\_\_ agree to accept the principal of the Mutual Consent form and understand that I will be required to complete a Change of Roster

Record Form each time that I am required to work additional hours and/or am called in to work an additional shift.

The change of roster is in accordance with Clause 14.1.6 and 14.2.7 of the Barrier Social Democratic Club Enterprise Agreement 2004.

I also understand that the ordinary time rate of pay will be paid for the agreed additional hours worked by a part-time employee under this arrangement.

Signed:

Date:

**APPENDIX A**

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

FULL TIME WEEKLY EMPLOYEES - 1 APRIL 2006					
Classifications	Weekly Wage (38hrs)	Hourly Rate (deduct if absent)	Time & ¾ for Saturday and Sunday	Double Time	Double Time and ½ for Pub Holidays
	\$/Week	\$/Hour	\$/Hour	\$/ Hour	\$/ Hour
Introductory Level	522.93	13.76	24.08	27.52	34.40
Level 1	571.13	15.03	26.30	30.06	37.57
Level 2 All Others	572.06	15.05	26.34	30.11	37.64
Bar/Change Steward	582.12	15.32	26.81	30.64	38.30
Door Steward/ess	580.49	15.28	26.73	30.55	38.19
Cold Larder Cook	577.67	15.20	26.60	30.40	38.00
Short Order Cook	585.40	15.41	26.96	30.81	38.51
Cellar/Stores person	576.85	15.18	26.57	30.36	37.95
Clerical Staff	625.99	16.47	28.83	32.95	41.18
Level 3	606.68	15.97	27.94	31.93	39.91
Receptionist	609.97	16.05	28.09	32.10	40.13
Clerical Staff	626.11	16.48	28.83	32.95	41.19
Level 4	638.39	16.80	29.40	33.60	42.00
Level 5	686.82	18.07	31.63	36.15	45.19
Level 6	718.77	18.91	33.10	37.83	47.29
Level 7	750.94	19.76	34.58	39.52	49.40

PART TIME WEEKLY EMPLOYEES - 1 APRIL 2006					
Classifications	Hourly Rate Including 15% loading		Time & ¾ for Saturday and Sunday	Double Time	Pub Holidays Double Time and ½
	\$/Week		\$/Hour	\$/ Hour	\$/ Hour
Introductory Level	15.83		24.08	27.52	34.40
Level 1	17.28		26.30	30.06	37.57
Level 2	All Others	17.31	26.34	30.11	37.64
	Bar/Change Steward	17.62	26.81	30.64	38.30
	Door Steward/ess	17.57	26.73	30.55	38.19
	Cold Larder Cook	17.48	26.60	30.40	38.00
	Short Order Cook	17.72	26.96	30.81	38.51
	Cellar/Stores person	17.46	26.57	30.36	37.95
	Clerical Staff	18.94	28.83	32.95	41.18
Level 3		18.36	27.94	31.93	39.91
	Receptionist	18.46	28.09	32.10	40.13
	Clerical Staff	18.95	28.83	32.95	41.19
Level 4		19.32	29.40	33.60	42.00
Level 5		20.79	31.63	36.15	45.19
Level 6		21.75	33.10	37.83	47.29
Level 7		22.73	34.58	39.52	49.40

TABLE 1 - RATES OF PAY ALL CASUAL EMPLOYEES - 1 APRIL 2006						
Classifications	Annual Leave Loading \$/Hour	Hourly Rate Including 33 1/3% Mon - Fri \$/Hour		Saturday & Sunday Time & ¾ \$/Hour	Double Time \$/Hour	Pub Holidays 2 ½ times \$/Hour
Introductory Level	2.13	18.35		24.08	27.52	34.40
Level 1	2.32	20.04		26.30	30.06	37.57
Level 2	All Others	2.33	20.07	26.34	30.11	37.64
	Bar/Change Steward	2.37	20.42	26.81	30.64	38.30
	Door	2.36	20.37	26.73	30.55	38.19
	Cold Larder Cook	2.35	20.27	26.60	30.40	38.00
	Short Order Cook	2.38	20.54	26.96	30.81	38.51
	Cellar/Stores person	2.35	20.24	26.57	30.36	37.95
	Clerical Staff	2.55	21.96	28.83	32.95	41.18
Level 3		2.47	21.29	27.94	31.93	39.91
	Receptionist	2.48	21.40	28.09	32.10	40.13
	Clerical Staff	2.55	21.97	28.83	32.95	41.19
Level 4		2.60	22.40	29.40	33.60	42.00
Level 5		2.79	24.10	31.63	36.15	45.19
Level 6		2.92	25.22	33.10	37.83	47.29
Level 7		3.05	26.35	34.58	39.52	49.40



## APPENDIX B

### Other Rates and Allowances - 1 APRIL 2006

BRIEF DESCRIPTION	Amount (\$)
Apprentices-Proficiency Allowance - On first occasion	3.05 per week
On second occasion	5.07 per week
On third occasion	7.07 per week
Meal Allowance	9.73 per occasion
Cleaning toilet allowance	5.62 per shift
Laundry Allowance: Permanent employees	8.84/week
Apprentices	3.88/week
Cummerbund	1.09/week
Casuals	2.53/day
Cooks	12.23/week
Apprentice Cooks	5.16/week
Casual Cooks	3.28/day
Tool Allowance	9.89/week
Apprentice Tool Allowance	5.99/week

## APPENDIX A

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

FULL TIME WEEKLY EMPLOYEES - 1 APRIL 2007					
Classifications	Weekly Wage (38hrs)	Hourly Rate (deduct if absent)	Time & ¾ for Saturday and Sunday	Double Time	Double Time and ½ for Pub Holidays
	\$/Week	\$/Hour	\$/Hour	\$/ Hour	\$/ Hour
Introductory Level	543.84	14.31	25.05	28.62	35.78
Level 1	593.97	15.63	27.35	31.26	39.08
Level 2 All Others	594.94	15.66	27.40	31.31	39.14
Bar/Change Steward	605.40	15.93	27.88	31.86	39.83
Door Steward/ess	603.71	15.89	27.80	31.77	39.72
Cold Larder Cook	600.78	15.81	27.67	31.62	39.53
Short Order Cook	608.82	16.02	28.04	32.04	40.05
Cellar/Stores person	599.93	15.79	27.63	31.58	39.47
Clerical Staff	651.03	17.13	29.98	34.26	42.83
Level 3	630.95	16.60	29.06	33.21	41.51
Receptionist	634.37	16.69	29.21	33.39	41.73
Clerical Staff	651.15	17.14	29.99	34.27	42.84
Level 4	663.93	17.47	30.58	34.94	43.68
Level 5	714.29	18.80	32.90	37.59	46.99
Level 6	747.52	19.67	34.43	39.34	49.18
Level 7	780.97	20.55	35.97	41.10	51.38

PART TIME WEEKLY EMPLOYEES - 1 APRIL 2007					
Classifications	Hourly Rate Including 15% loading		Time & ¾ for Saturday and Sunday	Double Time	Pub Holidays Double Time and ½
	\$/Week		\$/Hour	\$/ Hour	\$/ Hour
Introductory Level	16.46		25.05	28.62	35.78
Level 1	17.98		27.35	31.26	39.08
Level 2 All Others	18.00		27.40	31.31	39.14
Bar/Change Steward	18.32		27.88	31.86	39.83
Door Steward/ess	18.27		27.80	31.77	39.72
Cold Larder Cook	18.18		27.67	31.62	39.53
Short Order Cook	18.42		28.04	32.04	40.05
Cellar/Stores person	18.16		27.63	31.58	39.47
Clerical Staff	19.70		29.98	34.26	42.83
Level 3	19.09		29.06	33.21	41.51
Receptionist	19.20		29.21	33.39	41.73
Clerical Staff	19.73		29.99	34.27	42.84
Level 4	20.09		30.58	34.94	43.68
Level 5	21.62		32.90	37.59	46.99
Level 6	22.62		34.43	39.34	49.18
Level 7	23.63		35.97	41.10	51.38

TABLE 1 - RATES OF PAY ALL CASUAL EMPLOYEES - 1 APRIL 2007					
Classifications	Annual Leave Loading \$/Hour	Hourly Rate Including 33 1/3% Mon - Fri \$/Hour	Saturday & Sunday Time & ¾ \$/Hour	Double Time \$/Hour	Pub Holidays 2 ½ times \$/Hour
Introductory Level	2.21	19.08	25.05	28.62	35.78
Level 1	2.42	20.84	27.35	31.26	39.08
Level 2 All Others	2.42	20.87	27.40	31.31	39.14
Bar/Change Steward	2.46	21.24	27.88	31.86	39.83
Door	2.45	21.18	27.80	31.77	39.72
Cold Larder 1.Cook	2.44	21.08	27.67	31.62	39.53
Short Order Cook	2.48	21.36	28.04	32.04	40.05
Cellar/Stores person	2.44	21.05	27.63	31.58	39.47
Clerical Staff	2.65	22.84	29.98	34.26	42.83
Level 3	2.57	22.14	29.06	33.21	41.51
Receptionist	2.58	22.26	29.21	33.39	41.73
Clerical Staff	2.65	22.85	29.99	34.27	42.84
Level 4	2.70	23.30	30.58	34.94	43.68
Level 5	2.90	25.06	32.90	37.59	46.99
Level 6	3.04	26.23	34.43	39.34	49.18
Level 7	3.18	27.40	35.97	41.10	51.38

## APPENDIX B

### Other Rates and Allowances - 1 APRIL 2007

BRIEF DESCRIPTION	Amount (\$)
Apprentices-Proficiency Allowance -	
On first occasion	3.20 per week
On second occasion	5.33 per week
On third occasion	7.43 per week
Meal Allowance	10.22 per occasion
Cleaning toilet allowance	5.91 per shift
Laundry Allowance:	
Permanent employees	9.28 /week
Apprentices	4.08/week
Cummerbund	1.15/week
Casuals	2.66/day
Cooks	12.84/week
Apprentice Cooks	5.42/week
Casual Cooks	3.44/day
Tool Allowance	10.38/week
Apprentice Tool Allowance	6.29 /week