

# Broken Hill Sturt Club Ltd

## Employee Collective Agreement 2023



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## **PART A – APPLICATION AND OPERATION OF AGREEMENT**

### **1. NAME OF AGREEMENT**

- 1.1 This Agreement shall be known as the BROKEN HILL STURT CLUB LIMITED EMPLOYEE COLLECTIVE AGREEMENT 2023 (**the Agreement**).

### **2. SCOPE OF AGREEMENT**

- 2.1 This Agreement shall apply to Broken Hill Sturt Club Limited and all persons employed by the Club engaged in performing duties in bar, gaming, reception, functions, food service, catering, clerical, administration, cellar and any other related operations as identified in **Schedule B**.
- 2.2 This Agreement will not apply to any employee employed by the Club who is:
- 2.2.1 A manager as defined in the Agreement; or
- 2.2.2 An Apprentice or Trainees as defined in the Agreement.

### **3. PARTIES**

- 3.1 This Agreement is made between:
- 3.1.1 The Chief Executive Officer on behalf of Broken Hill Sturt Club Limited (**the Club/the Employer**);
- 3.1.2 All persons employed by the Club within the meaning of Clause 2 of this Agreement (**the Employees**);
- 3.1.3 All persons who accept employment by the Club after the making of this Agreement who also fall within the scope of Clause 2 above (**the Employees**).

### **4. DEFINITIONS**

- 4.1 The following definitions apply in this Agreement:
- (a) **“Act”** means the *Fair Work Act 2009* (Cth) as amended from time to time.
- (b) **“Agreement”** means this Broken Hill Sturt Club Limited Employee Collective Agreement 2023.
- (c) **“Apprentice”** means any person employed under an apprenticeship registered with the applicable New South Wales Government Department.
- (d) **“Award”** means the *Registered and Licensed Clubs Award 2020* as varied from time to time, or any other Modern Award which subsequently becomes binding upon an Employee’s employment.
- (e) **“Club”** means the Broken Hill Sturt Club Limited ABN 29 001 046 377

- (f) **“Ordinary hourly rate”** means the Employee’s ‘Ordinary Hourly Rate of Pay’ as specified in **Schedule A** which are paid for ordinary hours of work. However, ordinary hourly rate of pay does not include incentive-based payments and bonuses, loadings (including casual loadings), monetary allowances, overtime or penalty rates and any other separately identifiable amounts.
- (g) **“Emergency overtime”** means when an Employee is required to work overtime and they were not notified on or before the previous day.
- (h) **“Manager”** means any employee who would be classified as a Level 7 to Level 13 under the Award.
- (i) **“NES”** means the National Employment Standards as provided for in the Act.
- (j) **“Trainee”** means a person employed under an indentured traineeship registered with the applicable New South Wales government department.
- (k) **“RDO”** means any continuous 24-hour period between the completion of the last ordinary shift and the commencement of the next ordinary shift on which an employee is rostered for duty.

## **5. DATE AND OPERATION**

- 5.1 This Agreement comes into operation seven (7) days after approval by Fair Work Commission and shall remain in force for a period of four (4) years.
- 5.2 This Agreement shall operate in conjunction with the NES and to the exclusion of any award. . Where there is an inconsistency between the Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

## **6. OBJECTIVES OF THIS AGREEMENT**

- 6.1 The parties of this Agreement aim to implement workplace practices that will provide flexible working arrangements, which will improve the efficiency and productivity of the Club and Employees, enhance skills and job satisfaction, and assist the Club to become highly competitive through the delivery of a superior service by:
  - 6.1.1 Ensuring good management and work practices;
  - 6.1.2 Establishing links with external training providers to assist staff with industry and personal development courses at reduced costs;
  - 6.1.3 Improving the efficiency and productivity of the Employee and the business by ensuring good management and labor practices are implemented to achieve common employment conditions; and
  - 6.1.4 Striving for excellence in everything we do and creating a happy and harmonious atmosphere for all.

**7. RELATIONSHIP TO CLUB POLICIES AND PROCEDURES**

7.1 This Agreement is supported by policies and procedures as determined by the Club from time to time and outlined in the Staff Manual. Except as otherwise provided for in this document, these policies and procedures will not reduce Employees' legitimate entitlements contained in this Agreement and do not form part of this Agreement.

## **PART B – CONTRACT OF EMPLOYMENT**

### **8. BASIS OF EMPLOYMENT**

- 8.1 Full-time and part-time Employees shall be considered permanent Employees.
- 8.2 Upon engagement, an Employee shall be informed by the Employer of the basis of the employment, i.e. full-time, part-time or casual, and these details shall be recorded in the time and pay records.
- 8.3 With the consent of both the Employer and Employee, existing Employees may move from permanent status to casual under this Agreement.

### **9. ABSENCES AND ABANDONMENT OF EMPLOYMENT**

- 9.1 Employees must not absent themselves from the workplace during working time without first obtaining permission from their immediate Supervisor or Duty Manager.
- 9.2 Employees who are absent from work and/or cannot attend rostered shifts, must notify the Employer as soon as possible, in accordance with this Agreement.
- 9.3 In the event of an Employee being absent due to illness, a reasonable evidence may be required for all days absent upon the Employees return to work, whether a claim for sick leave payment is to be made out or not, at the discretion of the Chief Executive Officer
- 9.4 Employees who do not attend for work, other than for authorised absences prescribed in this Agreement, shall not be paid for the time of non-attendance and formal disciplinary procedures may result.

### **10. QUALIFYING PERIOD**

- 10.1 The first six (6) months of employment for all new Employees will be an assessment period of employment. At any time during this period, the Employee will be advised as to whether and/or on what basis their employment will continue. In the event that performance or conduct is assessed as unsatisfactory, the Employer may terminate employment by providing notice in accordance with Clause 35.

### **11. EXISTING EMPLOYEES – CHANGE OF POSITION**

- 11.1 Where an existing Employee is offered a new position within the Club, they will also be appointed subject to the completion of a three (3) month assessment period in the new position. Where an Employee does not satisfactorily complete this period, the Club will have the option of returning the Employee to their previous role or another similar position at their previous level.

### **12. ROSTERS**

- 12.1 Rosters shall be arranged in accordance with the operational needs of the Employer.



- 12.2 Rosters shall be arranged to suit operational need comprising any combination of day, afternoon and evening shifts.
- 12.3 The Employer will make every effort to roster Employees in a manner that is fair and equitable with respect to weekend and public holiday hours, subject to the needs of the business, Employee's availability and their ability to perform the work required.
- 12.4 Where practicable rosters will be provided two weeks in advance for full-time and part-time employees.
- 12.5 The roster may be changed:
- (a) at any time, by mutual consent;
  - (b) for any reason with 7 days notice;
  - (c) at any time, due to sickness, absence or any other cause over which the employer has no control.
- 12.6 Rosters when set may include a rotating work cycle over a set period of weeks. Requests by Employees to vary the roster will be considered in accordance with the prevailing business requirements.
- 12.7 Employees requesting a leave of absence must submit in writing their request a minimum of two (2) weeks in advance.

### **13. HIGHER AND LOWER DUTIES**

- 13.1 Employees shall carry out all functions within their capacity, as directed. The Employee may be required to perform duties of a lower level, and shall not unreasonably refuse such duties.
- 13.2 The Employer may direct Employees to carry out such duties as are within the limits of the skill, competence and training, provided that such duties are not designed to promote deskilling, and the Employer may direct an Employee to carry out such duties and use such tools and equipment as may be required, provided that the Employee has been properly trained in the use of such tools and equipment.
- 13.3 In an event that an Employee performs duties of a lower level, they will receive their ordinary rate of pay.
- 13.4 Where the Employee is required to perform duties of 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 greater than 2 hours, for the Employee's entire shift that day.

13.5 When a duty manager is rostered as a supervisor they will received the Supervisor Allowance as specified in **Schedule B**.

#### **14. FLEXIBILITY TERM**

14.1 Notwithstanding any other provision of this Agreement, the Club and an individual Employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the Club and the individual Employee. The terms the Club and the individual Employee may agree to vary the application of are those concerning:

14.1.1 arrangements for when work is performed;

14.1.2 overtime rates;

14.1.3 penalty rates;

14.1.4 allowances; and

14.1.5 leave loading.

14.2 The Club and the individual Employee must have genuinely made the agreement without coercion or duress. An agreement under this Clause can only be entered into after the individual Employee has commenced employment with the Club.

14.3 The agreement between the Club and the individual Employee must:

14.3.1 be confined to a variation in the application of one or more of the terms listed in sub-clause 14.1; and

14.3.2 result in the Employee being better off overall at the time the agreement is made than the Employee would have been if no individual flexibility agreement had been agreed to.

14.4 The agreement between the Club and the individual Employee must also:

14.4.1 be in writing, name the parties to the agreement and be signed by the Club and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;

14.4.2 state each term of this Agreement that the Club and the individual Employee have agreed to vary;

14.4.3 detail how the application of each term has been varied by agreement between the Club and the individual Employee;

14.4.4 detail how the agreement results in the individual Employee being better off overall in relation to the individual Employee's terms and conditions of employment; and

- 14.4.5 state the date the agreement commences to operate.
- 14.5 The Club must give the individual Employee a copy of the agreement and keep the agreement as a time and wages record.
- 14.6 Except as provided in sub-clause 14.4.1 the Agreement must not require the approval or consent of a person other than the Club and the individual Employee.
- 14.7 The Club seeking to enter into an agreement must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited the Club must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.
- 14.8 The agreement may be terminated:
- 14.8.1 by the Club or the individual Employee giving 28 days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- 14.8.2 at any time, by written agreement between the Club and the individual Employee.
- 14.9 The right to make an agreement pursuant to this Clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between the Club and an individual Employee contained in any other term of this Agreement.

## **PART C – HOURS OF WORK**

The ordinary hours may be worked over any day of the week, Monday to Sunday inclusive, and shall be arranged by the Employer to meet business requirements.

### **15 FULL-TIME EMPLOYEES**

- 15.1 The ordinary hours of work for all staff identified in Schedule B shall not exceed 152 in any four-week period.
- 15.2 The maximum ordinary hours on any shift shall not exceed 10.
- 15.3 The minimum ordinary hours on any shift shall not be less than 3.
- 15.4 The rates of pay for Permanent Employees are outlined in **Schedule A**.

### **16 PART-TIME EMPLOYEES**

- 16.1 The ordinary hours of work shall not be less than 32 or more than 151 in any four-week period.
- 16.2 The maximum ordinary hours on any shift shall not exceed 12.
- 16.3 The minimum ordinary hours on any shift shall be not less than 3.
- 16.4 Part-time Employees engaged prior to 4 July 2019 Agreement shall be paid a 15% loading in addition to the ordinary hourly rate for ordinary hours worked on Monday-Friday.

#### **Grandfathered Minimum Ordinary Hours**

- 16.5 Despite subclause 16.1, any part-time Employees employed by the Club prior to the approval of this Agreement will continue to be engaged to work a minimum of 60 hours in any four-week period. This amount can be reduced to a minimum of 32 in any four-week period by request of the employee.

#### **Setting guaranteed hours and availability**

- 16.6 At the time of engaging a part-time Employee, the Club must agree in writing with the Employee on all of the following:
  - 16.6.1 The number of hours of work which is guaranteed to be provided and paid to the employee each week, averaged over a four (4) week roster period (**guaranteed hours**); and
  - 16.6.2 The days of the week on which, and hours on those days during which, the employee is available to work the guaranteed hours (**the Employee's availability**).

## **Rostering**

16.7 The Club may roster a part-time employee to work their guaranteed hours and any additional hours in accordance with clause 12.

## **Increasing Minimum Hours to Match Regular Work Pattern**

16.8 If a part-time Employee has regularly worked a number of ordinary hours in excess of their minimum hours for at least 12 months, then the Employee may request in writing that the Club agree to increase their minimum hours.

16.9 If the Club agrees to a request under clause 16.8, then the Club and the part-time Employee must vary the Employee's employment contract in writing to reflect the Employee's new minimum hours.

16.10 The Club may refuse a request under clause 16.8 on reasonable business grounds. The Club must notify the part-time Employee in writing of a refusal and the grounds for it.

16.11 The rates of pay for Permanent Employees are outlined in **Schedule A**.

## **17 CASUAL EMPLOYEES**

17.1 The minimum engagement shall be 2 hours per day.

17.2 Where the Employee is required to work for periods of time separated by more than 1 hour, each period shall be of a minimum 2 continuous hours.

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

17.4 The ordinary hours of work shall not be more than 38 hours per week, or, where the Employee works in accordance with a roster, an average of 38 hours per week over the four (4) week roster cycle.

17.5 Casual Employees engaged prior to the 4 July 2019 shall be paid a 33.33% loading in addition to the ordinary hourly rate for ordinary hours worked on Monday to Friday.

17.6 Casual Employees engaged after the 4 July 2019 shall be paid a 25% casual loading in addition to the ordinary hourly rate for ordinary hours worked on Monday to Friday.

17.7 The rates of pay for Casual Employees are outlined in **Schedule A**.

## **18 JUNIOR EMPLOYEES**

18.1 The minimum rate of wages for Junior Employees will be the undermentioned percentages of the rate prescribed for the adult classification appropriate to the work performed for the area in which the Employee is working:

Age	%
17 years of age and under	60
18 years of age	70
19 years of age	85
20 years of age	100

- 18.2 Junior Employees employed in the bar or other places where liquor is sold must be paid at the adult rate of pay in Schedule A for the classification of the work being performed.
- 18.3 The Club may at any time require the production of a birth certificate or other proof of age (satisfactory to the Club) for the purpose of ascertaining the correct age of a junior Employee.
- 18.4 No Employee under the age of 18 years will be required to work more than ten (10) hours in a shift.

## **19 CONVERSION TO FULL-TIME OR REGULAR PART-TIME EMPLOYMENT**

- 19.1 Casual conversion will be in accordance with the NES.

## **20 PENALTY AND ALLOWANCES**

- 20.1 The Employer shall roster the Employee so that there is at least 10 hours off between the finishing of one ordinary shift and the start of the next ordinary shift.

### **Night penalty**

- 20.2 All employees that are required to start their ordinary shift before 7.00 am or cease their shift after 7.00 pm, Monday to Friday only, shall be paid an allowance as contained in **Schedule A** for such time worked.
- 20.3 the amount payable will be paid on a pro-rata basis for a part-hour.

### **Toilet cleaning allowance**

- 20.4 An Employee who is required to clean toilets shall be paid an allowance of the set amount as stipulated in **Schedule A**.

### **First aid allowance**

20.5 An Employee who has undertaken a first aid course and who is the holder of a current recognised first aid qualification such as a certificate from the St John Ambulance or similar body and who is appointed by the Club as a first aid attendant must be paid an allowance of \$0.31 per hour capped at \$11.94 per week. This amount will be paid for all purposes.

### **Supervisor in charge allowance**

20.6 An Employee who is required to supervise lower-level employees and is responsible for the security of the premises when a member of senior management is not present at the Club shall be paid an allowance of the set amount as stipulated in **Schedule A**.

### **Weekend Penalties**

20.7 An Employee working on Saturday, Sunday or Public Holiday will be paid the following percentage of the ordinary hourly rate of pay calculated in accordance with the table below:

	<b>Saturday</b>	<b>Sunday</b>	<b>Public Holiday</b>
Full-time and part-time	150%	175%	250%
Casual (inclusive of 25% casual loading)	150%	175%	250%

20.8 All Employees classified as bar attendants, and who were engaged prior 4 July 2019 shall receive:

	<b>Saturday</b>	<b>Sunday</b>	<b>Public Holiday</b>
Full-time and part-time	200%	200%	250%
Casual (inclusive of 25% casual loading)	200%	200%	250%

20.9 Where time worked is required to be paid for at more than the ordinary hourly rate, that is, subject to penalty rates, such time will be subjected to the penalty which is to the Employee's greatest advantage and to the exclusion of all other penalty rates (that is, only one penalty rate can apply). Overtime is considered a penalty for the purposes of this clause.

## **21 MEAL BREAKS**

21.1 An Employee who is rostered to work more than 5 hours will be entitled to a meal break. The Employer and Employee may mutually agree to a time for the Employee to take their meal break. If no agreement can be reached the meal must be given between 1.5 and 5 hours of the Employee starting work.

21.2 Subject to clause 21.1 Employees employed prior to the commencement of this Agreement will be entitled to a paid meal break of 30 minutes which will be taken at a time convenient for the Club and to the service of customers.

21.3 Where an Employee is unable to take their meal break as per Clause 21.1, they must notify the duty manager and they will be entitled to the Missed Meal Allowance set out in **Schedule A**. Where the Employee elects not to take their meal break, they are not entitled to the Missed Meal Allowance set out in **Schedule A**.

## **22 SPLIT SHIFTS**

21.1 Employees may be required to work split shifts.

21.2 An Employee may be required to work two periods of ordinary hours on any given day provided that the margin of hours does not exceed 14.

21.3 The maximum break between segments shall not exceed 4 hours except in relation to specific functions where set up and service are at opposing times of the day.

21.4 Employees required to work split shifts will be paid an allowance as contained in **Schedule A**.

## **23 OVERTIME**

23.1 All overtime will be paid at the following rates:

The Club may require an Employee to work reasonable overtime. Overtime will be paid:

- (a) for full-time – for all time directed by the Club and worked in excess of the maximum ordinary hours for the Employee in clause 15 and outside the spread of hours.
- (b) for part-time Employees – for all time directed by the Club and worked in excess of the maximum ordinary hours for Employee in clause 16 or in excess of the employee's rostered hours.
- (c) for casual Employees – all time worked in excess of 12 hours on any one shift and/or for an average of 38 hours per week over a four (4) week roster cycle.

### **Overtime Rates of Pay**

23.2 Overtime will be paid to Employees who are employed after the approval of this Agreement at the following rates:

- (a) Monday to Friday inclusive – 150% of the ordinary hourly rate of pay for the first two (2) hours and 200% of the ordinary hourly rate of pay for all work thereafter;
- (b) between midnight Friday and midnight Saturday – 175% of the ordinary hourly rate for the first (2) hours and 200% of the ordinary hourly rate of pay for all time worked thereafter;



- (c) between midnight Saturday and midnight Sunday – 200% of the ordinary hourly rate of pay for all time worked;
- (d) all work performed on a public holiday – 250% of the ordinary hourly rate of pay for all time worked, with a minimum payment of four (4) hours; and
- (e) all work performed on an Employee's RDO (other than due to Roster Swaps) – 200% of the ordinary hourly rate of pay, with a minimum payment of four (4) hours.

23.3 Overtime worked on any shift will stand alone.

23.4 Where an Employee is required to work emergency overtime in excess of 2 hours after their rostered finishing time and they were not notified the day before, the Employee shall be provided with a meal or paid an Overtime Meal Allowance as set out in **Schedule A**.

#### **Grandfather**

For all employees employed prior to the approval of this Agreement, all overtime performed on Monday to Sunday shall be paid at the rate of double time (2 times ordinary hours rate) for all time worked.

## **PART D – LEAVE AND PUBLIC HOLIDAYS**

### **24 ANNUAL LEAVE**

24.1 This Clause shall only apply to Full-time and Part-time Employees only.

24.2 Part-time and Full-time employees employed after the approval of this Agreement will be entitled to annual leave in accordance with the NES.

24.3 Full-time Employees employed prior to the approval of this Agreement are entitled to progressively accrue an amount of paid annual leave of five (5) weeks for each year of continual service. Part-time Employees employed prior to the approval will accrue five (5) weeks of annual leave on a pro-rata basis.

24.4 Annual leave must be taken at a time mutually agreeable between the Employer and Employee, with a minimum of two (2) weeks' notice to be provided by the Employee to the Employer. All requests for annual leave must be made in writing.

24.5 Annual leave should be taken within twelve (12) months of entitlement and a minimum of two (2) weeks leave must be taken per year.

24.6 Any accrued but untaken leave will be paid upon termination of employment.

24.7 Shiftworkers shall be entitled to one (1) week additional annual leave.

24.8 For the purpose of the NES a 'shiftworker' is defined as a seven-day shiftworker who is regularly rostered to work on Sundays and public holidays.

24.9 A shiftworker who:

24.9.1 regularly works shifts that rotate across all seven days of the week; and

(a) works at least thirty (30) Sundays and/or Public Holidays in each twelve (12) month period will be entitled to an additional week of annual leave; or

(b) works between 24 and 29 Sundays and/or Public Holidays in each twelve (12) month period will be entitled to an additional four days of annual leave.

24.10 In the case of a number of Employees wishing to take annual leave at the same time, the Employer reserves the right to refuse any request for such periods where there is conflict as a result of a high demand for leave

### **Annual leave loading**

24.10 On taking a period of annual leave, an Employee will be entitled to the more beneficial option of the following:

24.10.1 17.5% annual leave loading; or

24.10.2 The Employee's average weekly rate of pay, inclusive of weekend penalties but excluding all other allowances.

Note: for a part-time employee the average hours and weekly rate of pay will be calculated using the average number of hours worked over the last six (6) months.

24.11 Annual leave loading will be paid on annual leave payments made on cessation of employment.

## **25 CASHING OUT ANNUAL LEAVE**

25.1 Under this Agreement, Employees can elect to cash out annual leave (inclusive of loading) of a minimum one (1) week and maximum of four (4) weeks per twelve (12) month period (subject to 25.4).

25.2 The election by the Employee to cash out an amount of annual leave credits shall be made in writing on each and every occasion.

25.3 The Employee cannot cash out annual leave in advance of earning it.

25.4 If, under this Clause, an Employee forgoes an entitlement to take annual leave and elects to cash out that amount of annual leave, the Employer will deduct that amount from the accrued annual leave credited to the Employee provided that a balance of four (4) weeks annual leave remains.

25.5 An Employer must not exert undue influence or undue pressure on an Employee in relation to the making of a decision by the Employee whether or not to forgo an entitlement to take an amount of annual leave.

## **Direction to take Annual leave**

- 25.6 The Club may direct an Employee to take annual leave by giving at least four (4) weeks' notice in the following circumstances:
- (a) as part of a close-down of its operations; or
  - (b) where an Employee has accrued more than eight (8) weeks' annual leave (or ten (10) weeks' annual leave for a Shiftworker) – to ensure the Club complies with its work, health and safety obligations and to encourage a healthy work/life balance.

## **26 PERSONAL LEAVE**

- 26.3 Personal leave will be accrued as prescribed by the NES. Personal leave includes sick leave and carer's leave.
- 26.2 For each year of service, Full-time employees are entitled to 10 days of paid personal/carer's leave. Such leave shall accrue progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year. Part-time Employees are entitled to paid personal/carer's leave on a pro rata basis.
- 26.3 Personal Leave is defined as any leave taken for the purposes of
- a) Personal illness or injury (sick leave); or
  - b) For the purpose of caring for immediate family or a member of the Employee's household (spouse/partner, child, parent, grandparent, grandchild, or sibling of Employee or spouse) who is ill or has been involved in an unexpected emergency.
- 26.4 An Employee taking leave must provide as much notice as practicable, and is required by the Employer to provide evidentiary material as may reasonably be required, for example, a doctor's certificate.
- 26.5 Casual employees do not accrue and are not entitled to paid personal/carer's leave.

### **Unpaid Carer's Leave**

- (a) Employees, including casual Employees, may take two (2) days of unpaid carer's leave for each occasion when a member of the Employee's Immediate Family or household requires care or support because of a personal illness or personal injury, or an unexpected emergency affecting the member.
- (b) An Employee may take unpaid carer's leave for a particular occasion as:
  - i. a single continuous period of up to two (2) days; or
  - ii. any separate periods to which the Employee and the Club agree.

- (c) An Employee may not take unpaid carer's leave during a particular period if the Employee has accrued and unused paid personal leave entitlements.

## **27 BEREAVEMENT/COMPASSIONATE LEAVE**

27.3 Full-time and part-time Employees are entitled up to three (3) days' paid bereavement/compassionate leave per occasion and casual Employees are entitled up to three (3) days' unpaid compassionate leave per occasion where a member of the Employee's Immediate Family or household has a personal illness, or injury, that poses a serious threat to his or her life or dies.

27.4 In all cases, an Employee will only be entitled to compassionate leave if they provide the Club with evidence satisfactory to the Club confirming the illness, injury or death.

27.5 Bereavement/compassionate leave cannot be claimed when Employee is on rostered days off.

## **28 COMMUNITY SERVICE LEAVE**

28.3 Community Service Leave will be granted in accordance with the NES.

## **29 FAMILY AND DOMESTIC VIOLENCE LEAVE**

29.3 Family and domestic violence leave is provided for in accordance with the NES.

## **30 LEAVE WITHOUT PAY**

30.1 Unpaid leave will generally not be granted apart from exceptional circumstances, or where there is an entitlement to it under the *Fair Work Act 2009*, for example, unpaid carer's leave.

30.2 Employees with leave entitlements will not be granted leave without pay.

30.3 Permanent staff who have exhausted all available leave and wish to have time off must apply in writing outlining the reason to the Chief Executive Officer and leave without pay must be approved by the Chief Executive Officer.

## **31 PARENTAL LEAVE**

31.1 The provision for parental leave will be in accordance with the *Fair Work Act 2009*.

## **32 LONG SERVICE LEAVE**

32.1 Long service leave is provided for in accordance with the NES

32.2 All Employees who have completed 10 years' service are entitled to thirteen (13) weeks of long service leave, based on the employees' ordinary hours of work. Such hours are to be calculated in accordance with the *Long Service Leave Act 1955* (NSW).

32.3 All other provisions for long service leave shall be in accordance with the *Long Service Leave Act 1955* (NSW).

32.4 The Club may agree to allow an Employee to take long service leave in separate periods of not less than 1 day.

### **33 PUBLIC HOLIDAYS**

- 33.1 The Club operates within the service industry and is open on Public Holidays. Therefore, Employees may be requested to work on any Public Holiday.
- 33.2 Where a Public Holiday falls on a day when an Employee is normally rostered to work, but is not required to work due to a mandatory shut down of operations, then the Employee shall receive the ordinary hourly rate of pay for the Employee's ordinary hours of work.
- 33.3 If an Employee works on a public holiday they shall receive two and one-half (2.5) times the ordinary rate of pay for all hours worked.
- 33.4 Employees may request in writing to substitute the payment provided for in Clause 33.4, and receive the payment for time and one-half and shall be entitled to have the same amount of hours worked added to their annual leave entitlements. These hours do not attract the annual leave loading.
- 33.5 The minimum engagement for work on a public holiday are:
- a) for Full-time and Part-time Employees, either the Employee's usual shift that day, or 4 hours whichever is the greater;
  - b) for Casual Employees, 2 hours.
- 33.6 Where a public holiday falls on a permanent Employee's rostered day off, the Employee shall either be paid an extra day's pay calculated at their average hours, or have a day added to their annual leave entitlements calculated at their average hours. These hours do not attract the annual leave loading.

## **PART E – DISPUTES SETTLEMENT**

### **34 DISPUTE RESOLUTION**

34.1 If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) the NES;

this term sets out procedures to settle the dispute.

34.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

34.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.

34.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.

34.5 The FWC may deal with the dispute in two stages:

(a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

(b) if the FWC is unable to resolve the dispute at the first stage, then upon mutual consent by both parties, the FWC may then:

- (i) arbitrate the dispute; and
- (ii) make a determination that is binding on the parties.

Note: If FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

34.6 While the parties are trying to resolve the dispute using the procedures in this term:

(a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

(b) an Employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

- (i) the work is not safe; or

(ii) applicable occupational health and safety legislation would not permit the work to be performed; or

(iii) the work is not appropriate for the Employee to perform; or

(iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

34.7 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this term.

## PART F – TERMINATION OF EMPLOYMENT

### 35 TERMINATION OF EMPLOYMENT

35.1 An Employee's employment may be terminated for serious misconduct without notice on the following grounds:

- a) A serious breach of any part of the *Registered Clubs Act 1976 (NSW)* and regulations and subsequent amendments thereafter;
- b) A serious breach of the Club's policies and procedures, or this Agreement;
- c) Any other instance that constitutes serious misconduct.

#### Termination of employment by the Club

35.2 Subject to clause 17 (**Probationary Period**), the Club may terminate a full-time and part-time Employee's employment by giving a period of notice, or equivalent payment in lieu of notice, based on the length of continuous service as follows:

Continuous Service	Notice Period
Not more than 1 year	1 week
More than 1 year/not more than 3 years	2 weeks
More than 3 years/not more than 5 years	3 weeks
More than 5 years	4 weeks

35.3 The period of notice is increased by one (1) week where the Employee is over 45 years old and has completed at least two (2) years continuous service with the Club at the end of the day the notice is given.

35.4 If the Club elects to make payment in lieu of notice, it will be calculated on the Employee's ordinary hourly rate of pay and any penalties, loadings and allowances the Employee would have received if the Employee continued to work until the end of the notice period.

35.5 The Club may terminate a casual Employee's employment by giving one (1) hour's notice.

#### Notice of Resignation by Employees

35.6 Full-time and part-time Employees may resign their employment by giving the following written notice:



<b>Continuous Service</b>	<b>Notice Period</b>
Not more than 1 year	1 week
More than 1 year/not more than 3 years	2 weeks
More than 3 years/not more than 5 years	3 weeks
More than 5 years	4 weeks

35.7 If an Employee fails to give the required period of actual notice, the Club will be entitled to withhold monies (capped at a maximum of one (1) week's pay) equal to the value of the number of days multiplied by the Employee's ordinary hourly rate of pay, for which actual notice was not given. These monies may be withheld from any termination payment due to the Employee.

35.8 Casual Employees may resign their employment by giving one (1) hour's actual notice to the Club.

## 36 **REDUNDANCY**

36.1 This Clause shall apply to Full-time and Part-time Employees only.

36.2 Entitlement to redundancy payments will be made in accordance with the NES.

36.3 Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and the Club may, at the Club's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

36.4 An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this Clause had they remained in employment until the expiry of the notice but is not entitled to payment instead of notice.

36.5 An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

36.6 If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Club, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.

36.7 If a position of employment with the Club is made redundant, the affected Employees shall be entitled to redundancy pay in accordance with the NES.

**Grandfather**

36.8 Regardless of clause 36.2, Employees employed prior to the approval of this Agreement shall be entitled to redundancy pay in accordance with the following scale, If a position of employment with the Club is made redundant:

<b>YEARS OF CONTINUOUS SERVICE</b>	<b>WEEKS' PAY</b>
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	8 weeks
At least 4 years but less than 5 years	9 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	18 weeks

## **PART G – MISCELLANEOUS**

### **37 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE**

37.1 Club to notify:

37.1.1 Where the Club has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Club must notify the Employees who may be affected by the proposed changes and their representatives, if any.

37.1.2 Significant effects include termination of employment; major changes in the composition, operation or size of the Club's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have a significant effect.

37.2 Employer to discuss change

37.2.1 The Club must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in sub-clause 37.1, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt consideration to matters raised by the Employees and/or their representatives in relation to the changes.

37.2.2 The discussions must commence as early as practicable after a definite decision has been made by the Club to make the changes referred to in sub-clause 37.1.1

37.2.3 For the purposes of such discussion, the Club must provide in writing to the Employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that the Club is not required to disclose confidential information the disclosure of which would be contrary to the Club's interests.

#### **Consultation about changes to rosters or hours of work**

37.3 Where the Club proposes to change an Employee's regular roster or ordinary hours of work, the Club must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.

37.3 The Club must:

37.3.1 provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);

37.3.2 invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

37.3.3 give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.

37.4 The requirement to consult under this Clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

37.5 These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

## **38 PAY INCREASES**

38.1 The Club will increase the rates of pay contained in **Schedule A** as follows:

38.1.1 by 2.5% or the increase handed down by the Fair Work Commission in relation to the Award, whichever is greater, from the first full pay period on or after 1 July 2024;

38.1.2 by 2.5% or the increase handed down by the Fair Work Commission in relation to the Award, whichever is greater from the first full pay period on or after 1 July 2025; and

38.1.3 by 2.5% or the increase handed down by the Fair Work Commission in relation to the Award, whichever is greater from the first full pay period on or after 1 July 2026.

38.1.4 by 2.5% or the increase handed down by the Fair Work Commission in relation to the Award, whichever is greater from the first full pay period on or after 1 July 2027.

## **39 STAFF TRAINING AND MEETINGS**

39.1 Training is an important and integral part of the Employers ongoing relationship with its Employees. When undergoing training, outside of normal rostered hours, such training will be paid at ordinary rates of pay for the length of the training only.

39.2 All Employees may be requested to undertake training in relation to enhancing or broadening their work skills as required by the Employer. Employees will teach work skills to other Employees as and when rostered, or as required by the Employer.

(a) When undergoing training Employees will be paid at ordinary hourly rates for a minimum of one (1) ordinary hour, or for the duration of the training, whichever is the greater;

39.3 All Employees will make a reasonable effort to attend designated staff meetings and if unable to attend will be responsible for making themselves familiar with all business discussed. The Employer will make every endeavor to provide as much notice of such meetings as possible. Employees that attend staff meetings will be paid at ordinary rates of pay for the length of the meeting only, with a minimum payment of one hour.

- (a) Attendance at mandatory rostered staff meetings will be paid at ordinary hourly rates for a minimum of two (2) ordinary hours, or for the duration of the meeting, whichever is the greater. If Employees agree this can be reduced to one (1) hour.

## **40 JURY SERVICE**

40.1 Permanent Employees required to attend for jury service during the Employee's ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of wages he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.

40.2 An Employee shall notify his Employer as soon as possible of the date upon which he or she is required to attend for jury service.

40.3 The Employee shall give the Employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

## **41 SUPERANNUATION**

41.1 Superannuation contributions will be paid in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth) as varied from time to time to a complying fund. If the Employee does not provide details of the fund before the first superannuation payment is due, the funds shall be paid into the Club's default fund, AustralianSuper.

## **42 UNIFORMS**

42.1 Employees will be expected to present themselves professionally according to the Club policy standards.

42.2 Employees must maintain the highest presentation standard in both issued uniforms and personal dress. Where uniforms are required to be worn, they shall be provided by the Employer. Employees shall be responsible for laundering such uniforms in accordance with the uniform policy set out in the Staff Manual. Where Employees are required to launder their own uniforms, they shall be paid a laundry allowance as stated in **Schedule A**.

42.3 Uniforms and special clothing supplied by the Employer shall remain the property of the Employer and shall be returned on the termination of employment in accordance with uniform policy. Failure to return the Club uniform upon termination of employment will result in the cost of the uniform being withheld and/or deducted from the Employee's final pay.

- 42.4 Where Employees are required to supply their own appropriate footwear, they shall be paid the shoe allowance as stated in schedule A.
- 42.5 The Club may choose to reimburse an Employee for the purchase of appropriate footwear. All purchases must be approved by the Chief Executive Officer prior to reimbursement. Where the Club provides the footwear, no allowance shall be payable to the Employees.
- 42.6 When wearing a uniform, Employees must be fully and correctly dressed in a clean, pressed uniform of approved issue. If an Employee is supplied a name badge they must wear that badge on the top left-hand side of their shirt such that it is clearly visible at all times.
- 42.7 All other regulations in the Uniform/ Grooming section of the Staff Manual apply.
- 42.8 Where necessary Protective Clothing such as waterproof boots, gloves, apron, and eye-wear shall be supplied without cost to the Employee and shall remain the property of the Employer.

## SCHEDULE A: WAGE RATES

The wage rates contained in this Schedule are all-encompassing rates and accommodate all of the following:

- All Full-time, Part-time and Casual Employees
- The table below outlines the ordinary rates of pay effective at the commencement of this Agreement.

### Schedule A – Current Wage Rates

#### Full-time General

Classification Level	Weekly Rate	Hourly Rate
1	\$958.01	\$25.21
2	\$989.76	\$26.05
3	\$1091.02	\$28.71
4	\$1130.81	\$29.76
5	\$1179.03	\$31.03
6	\$1175.01	\$30.92

#### Part-time and Casual General

Classification Level	Hourly Rate	Part-time with 15% loading	Casual rate with 25% loading	Casual Rate with 33.33% loading
1	\$25.21	\$28.99	\$31.51	\$33.61
2	\$26.05	\$29.95	\$32.56	\$34.73
3	\$28.71	\$33.02	\$35.89	\$38.28
4	\$29.76	\$34.22	\$37.20	\$39.68
5	\$31.03	\$35.68	\$38.78	\$41.37
6	\$30.92	\$35.56	\$38.65	\$41.23

## Penalties and Allowances

Description	Amount
Late/Early Shift Penalty	\$3.00 per hour
Broken Shift Penalty	\$3.98 each day
Supervisor in charge	\$20.14 per shift
Toilet Cleaning Allowance	\$4.66 per shift
First Aid Allowance	\$0.31 per hour
Laundry Allowance	\$3.61 per shift
Overtime meal allowance	\$21.70 per occasion
Shoe Allowance	\$1.19 per shift
Missed meal break Allowance	\$24.01 per day



## **SCHEDULE B: CLASSIFICATION STRUCTURE**

### **LEVEL 1**

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

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 area 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;
- New Employees whilst in the first two weeks of employment and undergoing training.

### **LEVEL 2**

Level 2 Employees indicative duties include:-

- Supplying, dispensing or mixing of liquor and/or beverages, including the 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/or beverages including cleaning of restaurant equipment, preparing tables and sideboards, taking customer orders, serving food and/or beverages 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;
- 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 authorized 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 activated, taking of bookings;
- Setting up for functions; internal ordering and/or replenishment of supplies;

- Performing 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**

Level 3 Employees are required to perform work above the skill of a Level 2 Employee and may be engaged in structured training 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 a mobile equipment requiring the holding of a certificate, including forklifts;
- Responsibility for the operation and routine maintenance of a TAB, Keno, or other terminal;
- Responsibility for 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;
- Reception duties which may include control of a switchboard, ticket sale 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 requirements;
- Cellar duties; (assistant cellar)
- 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.;
- Responsibility for routing 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 C licence.

### **LEVEL 4**

Employees at this Level 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 specialized 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;
- Security work requiring the holding of an appropriate licence;
- The work of a caretaker;
- Planning and/or co-ordination of conferences and/or banquets;
- Driving a bus requiring the holding of a New South Wales Class LR or HR licence.

#### **LEVEL 5**

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

Indicative duties include:-

- General or specialized 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 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 industrial

provisions and requirements; specialized 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.

## **SCHEDULE C: SUPPORTED WAGE SYSTEM**

**C.1** This schedule defines the conditions which will apply to Employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

**C.2** In this schedule:

**Approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

**Assessment instrument** means the tool provided for under the supported wage system that records the assessment for the productive capacity of the person to be employed under the supported wage system.

**Disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991 (Cth), as amended from time to time, or any successor to that scheme.

**Relevant minimum wage** means the minimum wage prescribed in this Agreement for the class of work for which an Employee is engaged

**Supported wage system (SWS)** means the Commonwealth Government system to promote employment for people who can not work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jabaccess.gov.au](http://www.jabaccess.gov.au)

**SWS wage assessment agreement** means the document in the form required by the Department of Education, Employment and Workplace Relations that record the Employee's productive capacity and agreed wage rate

### **C.3 Eligibility criteria**

**C.3.1** Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

**C.3.2** This schedule does not apply to any existing Employees who has a claim against the Club which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of Employees who are injured in the course of their employment.

### **C.4 Supported wage rates**

**C.4.1** Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (Clause D.5) %	Relevant minimum wage %
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

**C.4.2** Provided that the minimum amount payable must not be less than \$102 per week

**C.4.3B** Where an Employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

### **C.5 Assessment of capacity**

**C.5.1** For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the Club and Employee and, if the Employee so desires, a union which the employee is eligible to join.

**C.5.2** All assessments made under this schedule must be documented in an SWS wage assessment agreement and retained by the Club as a time and wage record in accordance with the Act.

### **C.6 Lodgement of SWS wage assessment agreement**

**C.6.1** All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the Employee, must be lodged by the Club with the Fair Work Commission.

**C.6.2** All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the Agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail

and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

### **C.7 Review of assessment**

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

### **C.8 Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro-rata basis.

### **C.9 Workplace adjustment**

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the Employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organizations in consultation with other workers in the area.

### **C.10 Trial Period**

**C.10.1** In order for an adequate assessment of the Employee's capacity to be made, the Club may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

**C.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

**C.10.3** The minimum amount payable to the Employee during the trial period must be no less than \$102 per week.

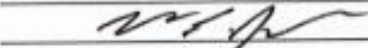
**C.10.4** Work trials should include induction or training as appropriate to the job being trialed.

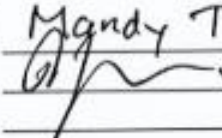
**C.10.5** Where the Club and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under Clause D.5.

**C.10.6** The minimum rates in this schedule will increase inline with any Award increases.


**SCHEDULE D: AGREEMENT SIGNATORIES**

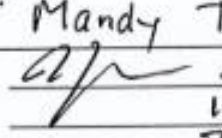
**For the Employees**

Print Name: WARWICK GROSE  
Signature:   
Capacity: DUTY MANAGER Date: 6-6-24  
Address: 572a SILICA ST  
BROKEN HILL NSW 2880

**Witnessed By:**  
Print Name: Mandy Turley  
Signature:  Date: 6.6.24.  
Address: 160 GYPSUM ST  
BROKEN HILL NSW 2880

**For the Club**

Print Name: DOUGLAS COFF  
Signature:   
Capacity: Secretary Manager Date: 06-06-2024  
Address: 363 LODGE ST  
BROKEN HILL 2880

**Witnessed By:**  
Print Name: Mandy Turley  
Signature:  Date: 6.6.24.  
Address: 160 GYPSUM ST  
BROKEN HILL NSW 2880