

C40023/00

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1996*  
s.170LK certification of agreement

Staff Services Pty Ltd  
(C No. 40023 of 2000)

**STAFF SERVICES PTY LTD CERTIFIED AGREEMENT 2000**

Various employees

Food, beverages and tobacco industry

COMMISSIONER HOFFMAN

BRISBANE, 14 JANUARY 2000

*Certification of Division 2 agreement with employees*

**PREAMBLE**

This is an application for certification pursuant to s.170LK of the *Workplace Relations Act 1996* (the Act) of an agreement known as the Staff Services Pty Ltd Certified Agreement 2000.

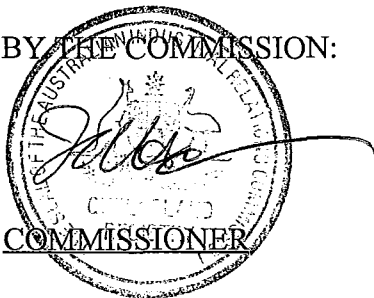
The application was heard by me in Brisbane on 14 January 2000. On the basis of the Statutory Declarations filed by the employer and employee representatives and the submissions made at the hearing, I am satisfied that the relevant requirements of the Act and the Rules have been met.

**CERTIFICATION OF AGREEMENT**

In accordance with s.170LT of the *Workplace Relations Act 1996* the Commission hereby certifies the attached written agreement.

The agreement shall operate from 14 January 2000 and shall remain in force until 8 December 2002.

BY THE COMMISSION:

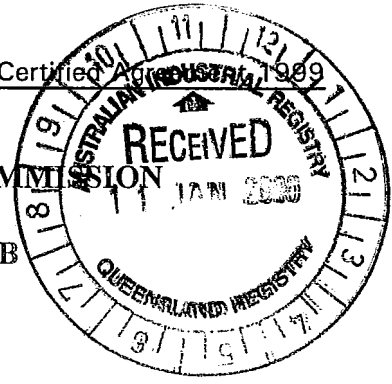


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C40023/60

Staff Services Pty Ltd Certified Agreement 1999



**AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

**Workplace Relations Act 1996, Part VIB**

**STAFF SERVICES PTY LTD**

**AND**

**EMPLOYEES OF STAFF SERVICES PTY LTD**

**(No. of 1999 )**

**STAFF SERVICES PTY LTD -  
CERTIFIED AGREEMENT 1999**

COMMISSIONER..... (Approved).....

**APPLICATION FOR CERTIFICATION OF AGREEMENT**

THIS AGREEMENT, made under the Workplace Relations Act 1996 on 9 December 1999, between Staff Services Pty Ltd and those employees employed by Staff Services Pty Ltd and classified under this Agreement agree as follows:-

**Arrangement of Agreement**

**Part 1 - Preliminary**

Title	1.1
Agreement Coverage	1.2
Date of Operation	1.3
Substitution of Agreement for Award	1.4
Partial Exemption	1.5
Term of Agreement	1.6
Agreement Posting	1.7

**Part 2 - Terms and Conditions of Employment**

Contract of Employment	2.1
Termination of Employment	2.2
Multihiring	2.3
Incidental & Peripheral Tasks	2.4
Disputes Resolution Procedure	2.5
Introduction of Changes & Redundancy	2.6

Anti-Discrimination	2.7
Time & Wages Records	2.8
Training and Education	2.9
Multi-Skilling	2.10

**Part 3 - Definitions, Salaries and Other Benefits**

Definitions	3.1
Classification Structure and Salaries	3.2
Superannuation	3.3
Annual Restaurant Bonus	3.4

**Part 4 - Hours of Work and Overtime**

Hours of Work – Full-Time Employees	4.1
Hours of Work - Part-Time Employees	4.2
Hours of Work – Casual Employees	4.3
Extra Hours and Overtime	4.4
Meal Breaks	4.5
Rosters	4.6

**Part 5 - Leave**

Annual Leave	5.1
Personal Leave	5.2
Bereavement Leave	5.3
Long Service Leave	5.4
Parental Leave	5.5
Jury Service Leave	5.6

**Part 6 - Miscellaneous**

Uniforms	6.1
Payment of Wages	6.2
Consultation	6.3
Career & Skills Development	6.4
Workplace Health & Safety	6.5
Savings	6.6

**PART 1 - PRELIMINARY**

**1.1 Title**

This Agreement shall be known as the Staff Services Pty Ltd - Certified Agreement 1999.

## **1.2 Agreement Coverage**

This agreement shall apply to:

- a) The Staff Services Pty Ltd; and
- b) All employees of the Company for which classifications and classes of work are contained in this agreement.

## **1.3 Date of Operation**

This agreement between Staff Services Pty Ltd (called "the employer") and those employees employed by the employer in any of the classifications set out in Clause 3.1 of this Agreement shall be deemed to be operative from the 9 December 1999.

## **1.4 Substitution of Agreement for Award**

This agreement operates to the exclusion of the Hospitality Industry – Restaurant, Catering and Allied Establishments Award – South-Eastern Division and any other relevant or designated safety net Award or variations thereto.

## **1.5 Partial Exemption**

Provided that the provisions of Part 4.1 - Hours of Work; Parts 4.4 - Extra Hours and Overtime, 3.2.8 Weekend Penalties – Base Rate Employees, 4.5 - Meal Breaks, and 4.6 Rosters, shall not apply to employees classified under this Agreement who are in receipt of a weekly wage rate which is not less than 25% in excess of the amount represented by the highest adult base rate as prescribed by this agreement. Any employee being engaged or disengaged in a partial exemption capacity shall be notified in writing.

## **1.6 Term of Agreement**

This agreement will operate for a period of 3 years commencing on the 9 December 1999 and expiring on 8 December 2002.

## **1.7 Agreement Posting**

A true copy of this agreement shall be exhibited in a conspicuous place on the premises of the employer so as to be easily read by employees.

# **PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT**

## **2.1 Contract of Employment**

2.1.1 Employees may be engaged on a full-time, part-time or casual basis, provided that the nature

of the employment contract is specified at the time of engagement.

2.1.2 The employer shall at the time of engagement provide to employees in writing the following details:

- (a) The classification under which the employee has been engaged, including the level and whether the employee is paid the base, loaded, casual or casual loaded rate;
- (b) The rate of pay applicable to the position under this Agreement;
- (c) Confirmation of the date of employment;
- (d) All other conditions of employment applicable within the property in which the employee is to be employed.

2.1.3 A permanent employee upon engagement will be required to commence employment on a three month probationary period unless otherwise determined by the employer. The purpose of this probationary period is for the employer and the employee to determine their respective suitability for the position in which they have been engaged.

## 2.2 Termination of Employment

2.2.1 In order to terminate the employment of a permanent employee the employer shall give the employee the following notice:-

(a) Period of Continuous Service	Period of Notice
up to 1 year	1 week
more than 1 year but less than 3 years	2 weeks
more than 3 years but less than 5 years	3 weeks
more than 5 years	4 weeks

(b) In addition to the notice in sub-paragraph (a) above, employees over forty-five years of age at the time of the giving of the notice with not less than two year's continuous service with the employer shall be entitled to an additional notice period of one (1) week.

(c) Payment in lieu of the notice prescribed in sub-paragraph (a) or (b) hereof shall be made if the employer does not wish the employee to work out the appropriate notice period. This payment shall be calculated on the basis of the employee's ordinary time wages. The employer and employee may mutually agree to a combination of payment and working out the required notice period.

(d) Unless otherwise mutually agreed, the employee shall be required to give the employer the same period of the notice that is required of the employer in sub-paragraph (a). If the employee fails to give this notice then the employer may

withhold payment of any termination payments to the extent of the notice period required.

- (e) No notice of termination is required by the employer should the employee be a casual employee, a probationary employee, fixed term employee, apprentice or trainee.
- (f) Notwithstanding the provisions of this clause, the employment of an employee may be terminated without notice in cases of gross misconduct. For the purposes of this provision, gross misconduct may include but not be limited to unauthorised removal of the employers property, working under the influence of alcohol or drugs, serious breaches of policy or procedures which cause damage to the business or significant disruption, gambling at work, fighting at the workplace, harassment of other staff or patrons, unsafe work practices which may result in injury or illness of staff or partons.

Provided that any such termination of employment shall be in compliance with the provisions of the Industrial Relations Act 1999.

- (g) All money owing to an employee on termination shall be paid by electronic funds transfer on the next normal pay day.

### **2.3 Multi-hiring**

- 2.3.1 Full-time, part-time and casual employees may be separately engaged as casual employees for duties in a separate section of the property from that in which the employee engages in their full-time, part-time, or casual employment. Such employees shall be paid the appropriate rate of pay for a casual employee engaged in the section of the establishment.
- 2.3.2 For the purposes of this clause a "section of the venue" shall mean a discrete work location other than the employee's usual work location, or alternatively, shall mean a discrete set of duties other than the employee's usual duties, provided such duties are not wholly or substantially performed in the employees usual work location, and shall not apply to work where overtime would normally be performed.

### **2.4 Incidental and Peripheral Tasks**

- 2.4.1 The employer may direct an employee to carry out such duties and functions as are reasonably within the capabilities of the employee to perform subject to their skills, training, competence and legal ability.
- 2.4.2 The parties acknowledge that flexibility and focus on improved productivity, reduced operational costs and increased efficiency are paramount in the implementation and operation of this Agreement.

## **2.5 Disputes resolution procedure**

- 2.5.1 It is agreed that every effort will be made to amicably resolve any dispute or grievance which may arise by direct negotiations and consultation between the parties to this agreement.
- 2.5.2 The intention of this procedure is to facilitate the expedient resolution of grievances at the workplace level through which employees can voice their job-related grievances and expect to receive a logical and timely response.
- 2.5.3 The matters to be dealt with in this procedure will include any grievance or dispute between an employee and the employer. The procedure may apply to a single employee or any number of employees.
- 2.5.4 The procedures in the event of a grievance or dispute shall be:
- (a) Whenever an employee has a grievance concerning their job, they should initially discuss it in person with their immediate supervisor to seek a resolution.
  - (b) If the grievance cannot be satisfactorily settled by the immediate supervisor, the employee and if requested, their Union representative and/or supervisor may present the grievance in person or in writing to the Venue Manager who will arrange to discuss the grievance with the employee and/or supervisor concerned, within 3 days of original receipt of the grievance.
  - (c) Should the grievance continue after this determination, the employee at their discretion may refer the matter to an agreed third party for conciliation and arbitration as desired, including referral to the Australian Industrial Relations Commission for settlement.
  - (d) Whilst the grievance settling process is in operation, work shall continue normally until settlement is reached. No party will be prejudiced by the existence of the dispute.

## **2.6 Introduction of Changes, Redundancy**

- 2.6.1 Except as provided for in clause 2.2 - Termination of Employment, hereof, employers and employees to whom this Agreement applies shall observe the terms and conditions of the Statement of Policy on Termination of Employment, Introduction of Changes, and Termination of Employment in cases of Redundancy contained in the decision of the Full Bench of the commission dated June 16, 1987 and published in the Queensland Government Industrial Gazette Vol. 125, folios 119-1121, as amended by 125 QGIG 1377 and 126 QGIG 188.
- 2.6.2 Provided that in accordance with that decision, the provisions of Clause A5 contained therein shall not apply.

## **2.7 Anti-Discrimination**

The parties agree that the effect of the agreement is not to allow any conduct or treatment, either direct or indirect, that would-

- (a) contravene the Anti-Discrimination Act 1991; or
- (b) discriminate on the basis of family responsibilities.

## **2.8 Time and Wages Records**

- (1) The employer shall keep and have available a complete record of all employees subject to this agreement who are or were employed by the employer in accordance with the requirements of the Workplace Relations Act 1996.
- (2) Such record will be open to inspection during work hours by an Officer as prescribed and duly authorised under the Workplace Relations Act 1996.
- (3) Time sheets, time books and rosters will be provided by the employer, wherein the employee will enter their daily commencing and ceasing times of work including breaks taken during the shift. Rosters will be displayed in convenient places accessible to employees.

## **2.9 Training and Education**

- (1) The parties will cooperate in ensuring that appropriate training and cross skilling is available and that such training will be provided at the expense of the employer. The employer also agrees to cooperate in encouraging employees to avail themselves of the benefits of such training.

Accordingly, the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce;
  - (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
  - (c) removing barriers to the utilisation of skills acquired.
- (2) The parties shall develop appropriate training programs to facilitate skill enhancement based on the following procedures:
    - a) training shall comply with the criteria and guidelines established by the employer;
    - b) all employees shall have access to training and no barriers shall be placed on employees accessing such training provided that the training is relevant to the



employee's position or career path as determined by the employer;

- c) training undertaken either on or off the job, provided that where training is undertaken during ordinary hours, the employee shall not suffer any loss of ordinary pay;
- d) where off the job training is required by the employer, an employee attending such training programs during or outside of working hours shall be paid at the ordinary hourly rate for the hours attended. Any training undertaken on a voluntary basis shall be unpaid.

## **2.10 Multi-skilling**

- (1) In recognition of the operational and efficiency requirements of the employer, and to create more varied and interesting work, it is a condition of employment that staff may be requested to perform duties and functions for which they have the skills and training to perform.
- (2) As the training and skills of employees increase, additional tasks and functions may be required to be performed subject to the operational needs of the enterprise at all times.

## **PART 3 - DEFINITIONS, SALARIES AND OTHER BENEFITS**

### **3.1 Definitions**

#### **3.1.1 INTRODUCTORY RESTAURANT & CATERING EMPLOYEE**

This level applies to new entry level employees where the employee has not been trained in or does not have knowledge of the establishments systems or procedures nor the work performed in the complex and/or the Industry generally.

Work at this level for entry level employees requires direct supervision, direction and training. Training may be either on or off the job or a combination of both on and structured off the job training, depending on the position. A permanent employee when newly employed at an establishment commences a mandatory probationary period of 3 months. This period can be extended with the mutual agreement of both employer and employee.

#### **3.1.2 RESTAURANT & CATERING EMPLOYEE LEVEL 1**

Positions at this level require no formal training but occupants can demonstrate skills to undertake tasks to the minimum level of proficiency to perform to the establishments standards. Positions at this level are typically performed under direct supervision and have no decision making responsibility.

Indicative functions at this level include general cleaning, cleaning functions in kitchens,

basic kitchen duties, cleaning and clearing tables, handling, storing and distributing goods, washing.

Job titles associated with this classification include: Sundry workers, Public Area Cleaner, Kitchen Hand, Administrative Assistant and basic Food & Beverage functions etc.

### **3.1.3 RESTAURANT & CATERING EMPLOYEE LEVEL 2**

Positions at this level have some formal training (which is usually on the job training) where the occupants can demonstrate skills to undertake functions to a standard of proficiency requiring a lesser degree of supervision than level 1 positions and consistently meet the defined standards for the position. The level of knowledge of occupants of positions at this level of the establishments systems and procedures is at a level where they can give guidance and assistance to employees at a lower level. Positions at this level have authority to make limited decisions within defined parameters.

Indicative functions at this level in addition to level 1 duties include: food and beverage service, retail sales, operation point of sale systems, basic food preparation, driving motor vehicles including parking, assisting in the cellar, periodic use of a fork-lift and supervisory duties of employees at lower grades.

Job titles associated with this classification include: Bar Attendant, Cook (unqualified), Waiter/Waitress, Yardsperson, Security Officer, Payroll Officer etc.

### **3.1.4 RESTAURANT & CATERING EMPLOYEE LEVEL 3**

Work at this level requires employees to have gained significant experience in the industry. Occupants can demonstrate skills to undertake tasks at a medium level of proficiency to perform the established standards.

Positions at this level are typically performed at a relatively autonomous level, with a limited amount of decision making responsibility. Basic supervision and training of staff may be involved at this level and lower level duties when required.

Job titles associated with this classification include: Shift Supervisor, Entertainer, Senior Cellarman (with forklift drivers license) etc.

### **3.1.5 RESTAURANT & CATERING EMPLOYEE LEVEL 4**

Employees at this level will have achieved some form of formal training in their field (or with relevant trade qualifications). Tasks must be undertaken with a high level of proficiency and occupants must have a detailed understanding of the establishment and industry.

Occupants at this level will be responsible for supervising and training other staff, and trade duties. Level 4 employees' responsibilities will extend to decision making within the

relevant department.

Job titles associated with this classification, include: Chef (tradesperson – non-supervisory), casual Duty Manager

### 3.2 Skill Streams

"Skill Streams" shall mean the functional areas within Staff Services Pty Ltd recognises that all employees are integral to, and in the business of, providing guest service. However, for ease of classification and development of position descriptions, the following skill streams are used:

- a) "Food and Beverage Service Stream" shall encompass:
    - i) those sections of the Venue which provide food and beverage services, including work in bars, restaurants, snack bars and related areas.
  - b) "Food Preparation Stream"
    - i) employees engaged in a range of tasks and skills in connection with and incidental to kitchen and food preparation. This includes proper maintenance of, cleanliness and hygiene in the food preparation and auxiliary areas.
  - c) Administration Stream includes clerical support, accounts, night auditing, training, security, personnel and payroll, venue purchasing, and stores functions.
  - d) "Property Operations and Maintenance Services Stream" includes employees engaged in providing Hotel technical services, sewerage, grounds and gardens, maintenance of buildings, vehicles and machinery and equipment, swimming pool and related areas.
- (2) "Hourly Employee" shall mean an employee appointed to a classification under this agreement on an hourly hire basis.
- (3) "Level" shall mean the skill and salary level to which the position an employee occupies is assigned within the classification structure.
- (4) "Staff Services Pty Ltd Focus Group" shall mean the discrete single bargaining unit involved in developing, negotiating and reviewing the Staff Services Pty Ltd Certified Agreement.

### 3.2 Classification Structure and Salaries

- (1) The minimum wages to be paid to the following classes of employees shall be as follows:

**RATES OF PAY – PERIOD COMMENCING 9/12/1999**

CLASSIFICATION	Full Time/Part-time – Hourly Rate		Casual Hourly
	Base	Loaded	Rate
Restaurant & Catering Employee Introductory	9.59	9.88	11.70
Restaurant & Catering Employee Level 1	10.36	10.67	12.64
Restaurant & Catering Employee Level 2	10.58	10.89	12.91
Restaurant & Catering Employee Level 3	11.72	12.07	14.30
Restaurant & Catering Employee Level 4	12.55	12.92	15.31

**RATES OF PAY – PERIOD COMMENCING 9/12/2000**

CLASSIFICATION	Full Time/Part-time – Hourly Rate		Casual Hourly
	Base	Loaded	Rate
Restaurant & Catering Employee Introductory	9.88	10.18	12.05
Restaurant & Catering Employee Level 1	10.67	10.99	13.02
Restaurant & Catering Employee Level 2	10.89	11.22	13.28
Restaurant & Catering Employee Level 3	12.07	12.43	14.73
Restaurant & Catering Employee Level 4	12.92	13.31	15.76

**RATES OF PAY – YEAR COMMENCING 9/12/2001**

CLASSIFICATION	Full Time/Part-time – Hourly Rate		Casual Hourly
	Base	Loaded	Rate
Restaurant & Catering Employee Introductory	10.18	10.49	12.42
Restaurant & Catering Employee Level 1	10.99	11.32	13.41
Restaurant & Catering Employee Level 2	11.22	11.56	13.69
Restaurant & Catering Employee Level 3	12.43	12.80	15.16
Restaurant & Catering Employee Level 4	13.31	13.71	16.24

### 3.2.3 Employee Review of Loaded Rate

A current loaded rate full-time and part-time employee may, at the end of each completed year of continuous service, within a four week period at the completion of the continuous 12 months service, request an audit of their individual circumstances where good reason exists to determine whether any financial disadvantage has occurred based on their circumstances. Where a shortfall is determined, it will be adjusted by the employer. Where an employee requests, and is granted a roster configuration for any personal reasons which may incur a disadvantage when compared to a base rate employee within the same classification, the employee will not be entitled to any shortfall in entitlements due to the exception being granted to the normal rostering arrangements to meet their needs.

The employee may inform the employer of any change to this request which will either result in the roster arrangement being changed consistent with the provisions of this Agreement or application of the no disadvantage guarantees from the next roster cycle from the time of notification by the employee.

### 3.2.4 Junior Employees

The minimum rate of wages for junior employees shall be the undermentioned percentages of the rates prescribed for the appropriate classification for the work performed by the junior employee.

Age	Percentage
17 years and under	70%
18 years	80%
19 years	90%
20 years and over	appropriate adult rate.

Junior rates are to be calculated to the nearest 10 cents. To determine the correct rate of pay applicable to the employee, the employer may request proof of age from the employee. If the employee demonstrates the equivalent adult competency then the employer may pay a junior employee the adult rate regardless of the above.

### 3.2.5 Apprentices

An apprentice shall be paid to the following percentage of the hourly rate of pay as specified in clause 3.2.2 of a Hotel Employee Level 4:-

First Year	40%
Second Year	55%
Third Year	75%
Fourth Year	90%

The apprentice should provide the employer with proof of progression from each year of their apprenticeship before their rate of pay will increase. Provided the provisions of the Vocational Education, Training and Employment Act 1991 shall prevail to the extent of any inconsistency with this Agreement.

### 3.2.6 Casual Employees

- (a) Casual employees shall be paid per hour at the rate of one thirty-eighth of the base
- (b) Weekly rates as prescribed for the class of work performed, plus a 22% loading for all ordinary hours for Monday to Sunday inclusive.
- (b) Casual employees shall be paid a minimum of 2 hours per engagement.
- (c) Extra payment for casual employees working on a public holiday will be at the discretion of Management.

### 3.2.7 No Extra Claims

The Agreement shall be closed for its term and no wage increases or increases in any other conditions of employment other than as specified shall be payable or claimed by any party during the term of this Agreement.

### 3.2.8 Penalty Rates - Base Rate Employees Only

All permanent base rate employees shall be entitled to be paid all penalty rates as set out in The Hospitality Industry - Restaurant, Catering and Allied Establishments Award – South-Eastern Division.

### 3.2.9 Wages Increases

The rates specified in clause 3.2.2 reflect an increase of 3% on the commencement of the agreement and the second and third anniversaries of the commencement of the Agreement.

## 3.3 Occupational Superannuation

3.3.1 Except as hereinafter provided, all employees shall be entitled to occupational superannuation as follows:

- (a) The employer shall contribute on behalf of each eligible employee, a minimum amount of 7% for the 1999- 2000 financial years of the employees ordinary time earnings into an approved fund. The minimum percentage of contributions shall thereafter be in accordance with the Superannuation Guarantee Act 1992.
- (b) The Superannuation Guarantee Act 1992 shall apply and prescribe the minimum standards and definitions for the purposes of superannuation under this Agreement.
- (c) Employees may make additional contributions if so desired.
- (d) It is a condition of employment that employees complete an application for membership of Sunsuper Queensland upon commencement of employment.

### 3.4 Annual Bonus

All full-time and part-time employees shall be entitled to one of the following Annual Hotel Bonus's, in lieu of annual leave loading, should the employee meet the following requirements:-

- (a) 17.5% of the employee's average monthly earnings on the completion of twelve months service with the employer;
- (b) 20% of the employee's average monthly earnings on the completion of at least 24 months service with the employer and the taking of less than 6 days personal leave in the previous 24 months of service; or
- (c) 22.5% of the employee's average monthly earnings on the completion of at least 36 months or more service with the employer and the taking of less than 8 days personal leave in the previous 36 months of service.

The employer may at their discretion grant the employee any of the above bonus's set in sub-clause (b) or (c) should the employee establish a justifiable reason as to why they have not met the requirements of those sub-clauses.

## PART 4 - HOURS OF WORK AND OVERTIME

### 4.1 Hours of Work - Full-time Employees

- 4.1.1 The ordinary hours of work for all full-time employees shall be a minimum of 152 hours per 4 week cycle. Full-time employees shall be paid 38 hours per week regardless of the number of hours worked in each week.
- 4.1.2 The minimum daily working hours shall be no less than 4 hours per day. The maximum ordinary hours shall be no more than 12 hours per day. Provided that where the employee and employer agree in writing, an employee may work up to 14 ordinary hours in a day.
- 4.1.3 Ordinary daily working hours may be worked within a 16 hour spread per day. Provided where the employee and employer mutually agree the spread of hours may be increased.
- 4.1.4 Ordinary hours for employees working 4 week cycles may be worked within a maximum of 10 consecutive days.
- 4.1.5 Where regular extended hours are worked, ie regular 12 hour shifts, it is agreed that the health and safety considerations of such work patterns will be monitored by employer.
- 4.1.7 Split shifts may be worked.

## **4.2 Hours of Work – Part-time Employees**

- 4.2.1 A part-time employee is an employee who regularly works a minimum of 40 hours per 4 week cycle and a maximum of up to 152 ordinary hours per 4 week cycle, with a minimum of 2 hours and a maximum of 12 hours per day or such longer period as mutually agreed between the employer and employee.
- 4.2.2 The employer may due to operational requirements of the business, increase or decrease a part-time employee's rostered hours. "Operational requirements" include any unexpected increase or downturn in trade, or employee absenteeism or sickness. Employees with family or other personal responsibilities (e.g. study or exam commitments) may refuse to work increased daily rostered hours provided the employer is notified of these at the time of engagement or the commencement of the shift.
- 4.2.3 Part-time employees are entitled to pro-rata benefits for annual leave, personal leave, bereavement leave, long service leave, and parental leave based on ordinary hours worked.
- 4.2.4 Split shifts may be worked.

## **4.3 Hours of work - Casual Employees**

Ordinary working hours for casual employees shall be not more than 12 hours per day with a minimum payment of 2 hours per day. Provided that by mutual agreement between the employer and employee up to 14 ordinary hours may be worked on any one day. Split shifts may be used.

## **4.4 Extra Hours and Overtime**

- 4.4.1 All time worked in excess of 152 hours by permanent employees in a four week cycle, all time worked by permanent employees in excess of their rostered hours, or their span of hours, shall be deemed overtime and shall be paid at overtime rates of time and a half for the first three hours and double time thereafter. Provided that part-time hours that are increased in accordance with clause 4.2.2 shall not be paid as overtime. No overtime shall be paid unless approved by the employer.
- 4.4.2 By mutual agreement between the employer and employee, an extra hours arrangement may be worked by employees. The extra hours provision shall apply as follows:
- (a) Extra hours worked by an employee in a cycle may be taken off as time in lieu in the next cycle on an hour for hour basis or paid out by the employer on an hour for hour basis;
  - (b) Where full-time employees work less than the ordinary hours in a cycle, they may work additional hours in the next cycle on an hour for hour basis. All full-time



employees will be paid 38 hours each week irrespective of the actual hours worked each week.

- (c) Extra hours as detailed in this provision are to be worked on genuine mutual agreement between the employer and the employee.
- (d) If the employment of an employee terminates mid cycle and the extra hours provision is being used, extra hours will be paid to the employee on termination at on an hour for hour basis.
- (e) At any one time an employee may only have a maximum of 38 hours of extra hours banked.
- (f) Banked hours shall be paid at the same hourly rate as at the time the employee accrued the hours.

#### 4.5 Meal Breaks

All employees shall be entitled to a meal break of at least half of one hour and a maximum of one hour. Meals are to be taken before completion of six hours of continuous work. The employer and the employee may mutually agree to take their rostered meal break at a later time or receive a payment at ordinary time rates in lieu thereof.

#### 4.6 Rosters

- 4.6.1 Where practicable, rosters will be drawn up in consultation with employees and provide adequate meal breaks and rostered days off duty. The employer will endeavour where possible to make rostered days off duty constant. Rosters shall be established on the basis of equity and fairness at all times, particularly where an employee is paid the loaded rates in accordance with this Agreement.
- 4.6.2 Subject to the approval of the employer, it shall be acceptable for employees to mutually agree to temporarily change rosters.
- 4.6.3 Part-time employees rostered hours maybe reduced or increased in accordance with operational needs of the business as defined in clause 4.2.2.
- 4.6.4 Unless otherwise mutually agreed between the employer and employee, rosters may be changed by the giving of not less than 2 days notice or in the case of an emergency no notice. Emergency for the purposes of this provision includes any situation that has an adverse affect on the efficient operation of the property, such as employee absenteeism or sickness. An employee may decline to work extra hours to cover the absence of another employee if those extra hours would adversely impact on the employee's family or other personal responsibilities (eg. study or exam commitments).
- 4.6.5 Provided that for part-time employees who work less than 5 days each week, only the sixth

and seventh day shall be the rostered days off work for the purposes of this agreement. Other days not worked shall be, for the purposes of this agreement, non-working days only. The rostered days off duty and non-working days shall be nominated by the employer.

## **PART 5 – LEAVE ENTITLEMENTS**

### **5.1 Annual Leave**

- 5.1.1 Every full-time and part-time employee shall at the end of each year of their continuous service be granted four weeks annual leave on full pay. For full-time and part-time employees annual leave shall accrue at the rate of 0.077 hours per ordinary hour worked.
- 5.1.2 Leave shall be paid at the ordinary rate of earnings of the employee immediately prior to commencement of leave.
- 5.1.3 If the service of an employee is terminated prior to the completion of a full year of continuous service, the employee shall be paid pro-rata holiday pay for the ordinary period of service.
- 5.1.4 Unless the employer and employee mutually agree, the employer may give the employee at least 14 days notice of commencement of annual leave.
- 5.1.5 At the request of permanent employees and subject to the consent of the employer, permanent employees may "cash-in" some of their accrued annual leave. Part-time employees may with due consideration to Workplace Health & Safety issues cash in all of their annual leave entitlement.

### **5.2 Personal Leave**

- 5.2.1 Every full-time employee shall be entitled to not less than 76 hours leave each year of service for personal leave. Personal leave for the purposes of this Agreement may include personal illness, illness of an immediate family member or member of the employees household, (including same sex partners) needing the care of the employee, or on the death of an immediate family member. For the purposes of this clause "immediate family" shall include a spouse of the employee, an adult child, parent, grandparent, grandchild or sibling of the employee. Provided further for full-time employees, that for less than one years service, personal leave shall accrue at the rate of 7.6 hours for each completed five weeks and one day of continuous service
- 5.2.2 Provided that part-time employees shall be entitled to personal leave at the rate of 0.046 hours per ordinary hour worked.
- 5.2.3 Where an employee is absent on personal leave the following conditions also apply for the approval of such leave:
  - (a) where practicable, the employee is to notify the employer at least 3 hours prior to the

commencement of the shift of the absence;

- (b) when calling in absent the employee is to advise the expected duration of the absence and the expected date of return to work. If the absence is as a result of illness which is of a highly contagious nature, this is also to be advised to the employer. If more than one shift of personal leave is claimed a medical certificate or a statutory declaration as to illness will be required and such medical certificate or statutory declaration will be regarded as evidence to the satisfaction of the employer to justify payment for the absence:

provided if there are more than five single shift absences in any six month period the employer can demand a medical certificate for each subsequent absence in the next six month period.

- (c) upon return to work, the leave is to be applied for and approved by the supervisor if these conditions have been met.
- (d) personal leave is cumulative, but unless the employer and employee agree, no employee shall be entitled to receive more than 13 weeks payment for absences from work in any one year.

### **5.3 Bereavement Leave**

- 5.3.1 A full-time or part-time employee on the death within Australia of a wife, husband, father, mother, brother, sister, child or step child, is entitled to, on notice, leave up to and including the day of the funeral of such relation, and such leave shall be without deduction of pay for the period not exceeding the number of hours worked by the employee in two ordinary days. Proof of the death is to be furnished to the employer as a condition of approval and payment of the leave.

- 5.3.2 For the purposes of this clause the words "wife" and "husband" shall include a person who lives with the employee as a de facto wife or husband (including same sex partners).

### **5.4 Long Service leave**

All employees covered by this Agreement shall be entitled to long service leave on full pay under, subject to and in accordance with the provisions of Part 4 Chapter 4 of the *Industrial Relations Act 1999*.

### **5.5 Parental Leave**

The provisions of Parts 1 and 2 of the Family Leave Award - State shall apply to full-time and part-time employees classified under this Agreement. A copy of this Award shall be posted in the Hotel Staff Notice Board.

## **5.6 Jury Service Leave**

A full-time and part-time employee required to attend for jury service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect to attendance for such jury service and the wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

## **PART 6 - MISCELLANEOUS**

### **6.1 Uniforms**

6.1.1 Where employees are required to wear special clothing, such clothing shall be provided by the employer. The employee will be required to pay a bond on the special clothing with a proportionate amount being refunded on the conclusion of the employees' contract. If the clothing is returned in a damaged or unsatisfactory state, no refund shall be given. The employee may elect to retain the clothing in which case no refund will be given.

6.1.2 Uniform for the purposes of this clause shall not include black and/or white attire, shoes, socks or hose.

### **6.2 Payment of Wages**

6.2.1 All employees are to be paid weekly.

6.2.2 By mutual agreement between the employer and an employee wages shall be paid by electronic funds transfer into an account of a financial institution nominated by the employer, or by cash or cheque.

6.2.3 Wages shall be paid on a nominated pay day each week.

### **6.3 Consultation**

6.3.1 The parties to this Agreement are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the enterprise covered by this Agreement and to enhance career opportunities and job security of employees in the Industry.

6.3.2 The consultations that take place for the purposes of this Agreement shall in addition to dealing with day to day issues as appropriate, take a long term focus for the benefit of the parties.

### **6.4 Career and Skills Development**

6.4.1 The parties to this Agreement recognise and are committed to enhancing the skills and career opportunities of employees. It is recognised that the level of services and the profitability of the employers' business is related to the level and quality of services offered to customers

and guests.

- 6.4.2 Career development for the purposes of this clause refers to entry level employees through the various stages of skill development to advanced technical skills and managerial skills as appropriate.
- 6.4.3 Where an employer requires an employee to undergo skills enhancement training, such training may be provided either on or off the job. Where such training is provided off the job, such training shall be paid at the ordinary rate of pay and shall not be considered overtime. Course enrolment costs and other associated fees are the responsibility of the employer where the training is required by the employer. Fees associated with Higher Education charges or text books shall be reimbursed at the discretion of the employer upon successful completion of the prescribed course of study.

## **6.5 Workplace Health and Safety**

- 6.5.1 The parties to this Agreement are committed to providing a safe and healthy workplace and work practices. The parties recognise that illness or injury at the workplace is costly to the employer and the employee and disruptive to the respective parties.
- 6.5.2 To facilitate healthy and safe work practices, the parties to the Agreement are committed to discussing health and safety issues as they apply in the Restaurant as part of the consultative measures under this Agreement.
- 6.5.3 The employer and employees under this Agreement may refer to their respective representatives for appropriate expertise in enhancing performance with due regard to health and safety initiatives.

## **6.6 Savings**

No permanent employee employed by the employer at the time of implementation of the Agreement shall suffer any loss of ordinary time earnings as a result of the introduction of this Agreement. Further any accrued entitlements or conditions of employment existing at the date of operation of this Agreement shall continue to apply to those permanent employees.

**Signatories**

Signed for **Staff Services Pty Ltd**

Signature.....*M. Copeman*.....

Title.....*DIRECTOR*.....

Print name.....*MARIA COPEMAN*.....

In the presence of-

Signature.....*ucgill*.....

Print name of witness.....*ANGELA GILL*.....

Signed for the **Employees of Staff Services Pty Ltd**

Signature.....*[Signature]*.....

Print name.....*JOEL LIAN*.....

In the presence of-

Signature.....*M. Copeman*.....

Print name of witness.....*MARIA COPEMAN*.....