

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/274

TITLE: Kings School (Sydney Olympic 2000) Agreement

I.R.C. NO: 2000/4224

DATE APPROVED/COMMENCEMENT: 1 September 2000/ 7/September 2000

TERM: 12 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to Existing Venue Staff and additional Games Staff engaged on a permanent or casual basis for the duration of the Games Period

PARTIES: Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch -&- The Kings School

THE KING'S SCHOOL (SYDNEY OLYMPIC 2000) AGREEMENT

FILED

24 AUG 2000

OFFICE OF THE INDUSTRIAL
REGISTRAR

1. TITLE

This Enterprise Agreement shall be known as the Kings School (Sydney Olympic 2000) Agreement.

2. ARRANGEMENT

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3. INTENTION

- (a) The Parties to this Agreement acknowledge that special and unique circumstances will apply to the operation of facilities that will be utilised in the staging of the Sydney Olympic Games during the year 2000.
- (b) Due to the unique nature of "the Games" the parties understand that the conditions contained herein shall not create precedents in regard to the future operation of any of the facilities used in the staging of "the Games" or the employment of persons by the employer bound by this Agreement. Therefore, this Agreement is only intended to apply for the Games Period as set out in Clause 21 of this Agreement.

4. EFFECT ON OTHER AWARDS

This Agreement shall operate in place of the Miscellaneous Workers Independent Schools and Colleges (State) Award to the extent that this Award shall not apply to work covered by this Agreement during the periods of the operation of this Agreement as prescribed in Clause 21 - Area, Incidence and Duration, except in relation to superannuation, sick leave and personal carers leave provisions in this Agreement which shall continue to apply subject to Clause 19.

5. DEFINITIONS

"Additional Games Staff" means casual employees who are not defined as Existing Venue Staff who have been employed under this Agreement to work during the Games Period.

"Existing Venue Staff" means employees covered by this Agreement who were employed by the employer immediately prior to the commencement of this Agreement.

"Relevant Award" means the Miscellaneous Workers' - Independent Schools and Colleges (State) Award

"Employer" means the Council of the Kings School.

"Union" means the Australian Liquor, Hospitality and Miscellaneous Workers' Union, New South Wales Branch.



6. TERMS OF ENGAGEMENT

- (a) Employees covered by this Agreement will either be engaged on a permanent or casual basis, provided that Additional Games Staff shall only be engaged as casuals for the purpose of any work which falls within the scope of this Agreement.
- (b) Existing Venue Staff employed under this Agreement shall not lose their continuity of service or status of employment with their employer.
- (c) The employment of a casual employee may be terminated by one hour's notice on either side.
- (d) The employment of any employee other than a casual employee shall be terminated by either party, by giving one week's notice or the payment or forfeiture of one week's wages in lieu thereof.
- (e) Nothing in this clause limits the right of an employer to dismiss an employee summarily for serious and wilful misconduct.
- (f) Disputes regarding the termination of employment should be dealt with in the first instance under the Grievance Procedure in Clause 19.

7. PRIORITY OF EMPLOYMENT

All Existing Venue Staff shall be given priority of employment.

8. HOURS OF WORK

- (a) Subject to subclause (f), no employee shall work for more than 12 hours per day (including crib time) or 152 hours over not more than 28 days without the payment of overtime.
- (b) Subject to subclause (f), ordinary hours of all employees shall be rostered in shifts of not less than 4 nor more than 12 hours in any 24 hour period.
- (c) All employees shall have at least 8 days off in a 28 day cycle.
- (d) Subject to subclause (f)(ii), all employees shall receive a 10 hour break between shifts.
- (e) Where an employee works a broken shift the employer will pay the employee for not less than 8 hours worked in any one shift. The shift will be spread over not more than 2 periods within a span of not more than 12 hours inclusive of meal breaks.



(f) Notwithstanding anything else contained in this clause the following flexible hours arrangements shall apply subject to the following conditions:

(i) employees engaged at or above the levels specified in Tables 1 and 2 shall be able to work by agreement in excess of 12 hours per day or 152 hours over 28 days without the payment of overtime in the following circumstances.

- where due to unforeseen circumstances persons rostered to replace such employees do not arrive;
- where emergency circumstances arise such that the expertise of the employee cannot be replaced.
- in key positions as agreed between the relevant parties where such employee will need to be available upon demand.

In the above circumstances, the employer shall have regard for the occupational health and safety of employees who work extended shifts and will do everything possible to ensure an adequate break is given prior to the commencement of the next shift.

(ii) employees may be given a shorter break between shifts having regard to the duration of the shift that has been worked, the time it would take for the employee to reach their place of abode, and the wishes of the employee themselves.

If a dispute arises with respect to the use of sub-clause (f) the matter shall be dealt with under the grievance procedure contained in this Agreement.

9. OVERTIME

(a) Subject to subclause 8(f), overtime shall be payable in the following circumstances:

- (i) all hours worked in excess of 12 hours per day (including crib time);
- (ii) all hours worked in excess of 152 hours over not more than 28 days;
- (iii) for all days worked in excess of 20 in a 28 days cycle.

(b) Overtime shall be paid at the rates listed in Tables 1 and 2. For the purposes of calculating overtime each day shall stand alone.

10. PUBLIC HOLIDAYS

Employees engaged to perform work on Labor Day or any other gazetted public holiday observed throughout the State of NSW will be paid as per the rates listed in Tables 1 and 2 as applicable.



11. CANCELLED SHIFTS

Where the employer gives an employee less than four hours notice of the employer's intention to cancel an allocated shift, the employee shall be entitled to a minimum payment of three (3) hours wages.

12. CRIB BREAKS

- (a) All employees shall be entitled to take a paid crib break as follows:
- (i) for a shift of a duration of 4 or less hours - no crib break;
 - (ii) for a shift of a duration between 4 and 8 hours - one paid 20 minute crib break; and
 - (iii) for a shift of a duration greater than 8 hours - two paid 20 minute crib breaks.

Such crib breaks shall be considered as time worked and shall be paid for as such.

- (b) Employees are encouraged to take their breaks after each period of four hours worked, however, the taking of such breaks shall be at a time convenient to both the employer and employee. Crib breaks can be accumulated and taken as one break on longer shifts.
- (c) An employee shall only be entitled to the payment of overtime in relation to accrued crib time where the employee has been specifically directed by the employer or his or her representative to work through the shift without having a break.
- (d) Where practicable, all employees who are entitled to take a paid crib break, shall have access to a meal at no cost to the employee.

13. WAGE RATES AND CLASSIFICATION STRUCTURE

- (a) All employees shall be classified and paid in accordance with the hourly rates of pay appropriate to the classification in which they are engaged.

The following Tables to this Agreement contain the classifications and pay rates:

- (i) Table 1 - Catering
- (ii) Table 2 - Housekeeping & Guest Services

Subject to subclauses (b) the hourly rates of pay detailed in Tables 1 and 2 are inclusive of allowances, loadings and all shift, weekend and public holiday penalties that would otherwise apply to employees, and any amounts that are payable to casual employees with respect to accrued annual leave.



- (b) Employees who are normally engaged on a permanent basis shall be paid in accordance with Tables 1 and 2, minus amounts accrued for annual leave purposes which shall be calculated based on the rate of pay that the employee would have accrued their annual leave at under the relevant award had they not been engaged under this Agreement.
- (c) Existing Venue Staff who are normally engaged on a permanent basis shall not lose continuity of service and accruals for the purposes of annual leave, sick leave and long service leave.
- (d) It is the intention of the Parties that Existing Venue Staff who are employed during the Games in a week shall not earn less than the ordinary time earnings they would have earned if they had been employed under the relevant award had they not been engaged under this Agreement. Where Existing Venue Staff believe there has been a loss of such earnings by arrangements set out in this Agreement then they shall have the right to have the matter resolved by the Grievance Procedure as set out in Clause 19.

14. MIXED FUNCTIONS AND HIGHER DUTIES

- (a) The Games will require a flexible workforce that may require employees to perform duties other than those of their primary task. To facilitate the efficient running of the Games, employees covered by this Agreement shall perform all work within their skill and competence including, but not limited to, work which is incidental or peripheral to their main tasks and functions. However, where an employee is required to perform duties of a lower classification other than their primary tasks, the employee shall continue to be paid at the higher paid level.
- (b) Where an employee is called upon to perform the duties of a higher classification in the absence of the employee rostered to perform those duties or whilst called upon to perform such duties, on a temporary basis, the employee shall be paid at the higher rate provided that the higher duties are performed for more than two hours.

15. ATTENDANCE BONUS

- (a) In addition to the rates of pay set out in Tables 1 and 2, employees shall be paid an attendance bonus based on their attendance.
- (b) An amount of \$1.50 will be accrued by the employer for each paid hour worked (37.5 cents per quarter hour) by the employee under this Agreement. The accrued monies will be paid to the employee on completion of all of the employees' allocated shifts. This amount of \$1.50 per hour shall apply to all levels and all hours covered by this Agreement.

- (c) The payment of the attendance bonus will be in accordance with the following:

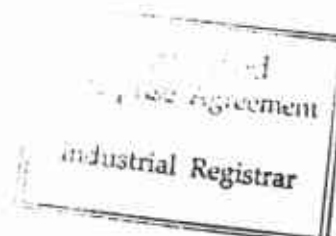
Number of Allocated Shifts Completed	Percentage of Attendance Bonus Payable
95% and greater	100%
85% but less than 95%	75%
75% but less than 85%	50%
Less than 75%	0%

The minimum attendance bonus will be \$50 however this minimum payment would be subject to the equation employed in the above table.

- (d) Where an employee has provided a valid reason for not attending an allocated shift or part thereof, the attendance bonus for periods worked will not be affected by the individual's absence. Valid reasons will include appropriately qualified medical practitioner's certificate, Police Accident Report or such other acceptable documentation.
- (e) Where an employee does not provide a valid reason for not attending an allocated shift or part thereof, the attendance bonus will be affected for periods worked by the individual's absence.
- (f) Upon the completion of the Games but, no later than 1 December 2000, the employer shall pay the employee any Attendance Bonus that is owed at that time. Payment will be by way of Electronic Funds Transfer (EFT) into a nominated bank account (or cash as determined by the employer).
- (g) Where an employee considers that they have met the requirements of this clause but did not receive the appropriate bonus payment the matter is to be dealt with in accordance with Clause 19.
- (h) Notwithstanding anything else contained in this clause an employee shall not receive their attendance bonus if they have been summarily dismissed for negligence or serious and wilful misconduct.

16. PAYMENT OF WAGES

- (a) Wages of all employees, other than the attendance bonus provided by Clause 15, shall be paid weekly or fortnightly by electronic funds transfer into an employee nominated bank account (or cash as determined by the employer), The payment shall be made no later than on the fifth day after the end of the pay period.
- (b) The Employer shall notify their employees of the pay period and the pay date on the commencement of their first period of work under this Agreement.
- (c) In relation to particulars to be supplied by the employer to the employee when remuneration is paid see Clause 6 of the *Industrial Relations (General) Regulations 1996*. Such payroll advice shall be received by the employee within ten (10) working days of the completion of the pay period concerned.



- (d) Where an employee does not receive their pay by the fifth working day after the end of the pay period through no fault of the employee, the employee shall be paid ordinary time for each hour kept waiting until the employee receives such pay. However, the employer shall not be liable for late payments where the payment of wages was delayed as a result of circumstances outside of the control of the employer. Further the employer shall not be liable for late payments where the employee has not notified the employer of late payment of wages.

17. TOOLS AND EQUIPMENT

The employer is responsible for the provision of all tools and equipment necessary for an employee to carry out their duties. All employer supplied tools and equipment shall remain the property of the employer.

18. SICK LEAVE AND PERSONAL CARERS LEAVE

(a) **Paid Sick Leave**

Employees engaged on a permanent basis shall be entitled to paid sick leave in accordance with the rates of pay and the entitlement to paid sick leave under whichever award would, but for this Agreement, apply to their employment, except that the provision of a medical certificate for every period of illness or injury is an absolute condition of any entitlement to paid sick leave.

(b) **Paid Personal Carers Leave**

Employees engaged on a permanent basis shall be entitled to paid personal carers leave in accordance with the rates of pay and the entitlement to paid personal carers leave under whichever award would, but for this Agreement, apply to their employment.

19. GRIEVANCE PROCEDURE

The procedure for the resolution of grievances and industrial disputation concerning matters arising under this agreement shall be in accordance with the following procedural steps:

- (i) Procedures relating to grievances of individual employees:
- (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - (b) A grievance must initially be dealt with as close to its source as possible with graduated steps for further discussion and resolution at higher levels of authority.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.

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 - (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (e) While a procedure is being followed, normal work must continue.
 - (f) The employee may be represented by an industrial organisation of employees for the purpose of each procedure.
- (ii) Procedures relating to disputes, etc., between employers and their employees:
- (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (b) Reasonable time limits must be allowed for discussion at each level of authority.
 - (c) While a procedure is being followed, normal work must continue.
 - (d) The employer may be represented by an employer representative and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.

20. NO EXTRA CLAIMS

It is a term of this Agreement that the parties undertake not to pursue any extra claims, Agreement or over Agreement, for the duration of this Agreement.

21. AREA, INCIDENCE AND DURATION

- (a) The rates of pay and conditions in this Agreement shall apply to work within the classifications described in Tables 1 and 2 for the period commencing on and from 7 September 2000 until midday on 2 October 2000..
- (b) This agreement comes into force on and from 1 September, 2000 and shall continue in force for a period of 12 months.

Notation: It is noted that the parties intend to apply to terminate this agreement on and from 1 December 2000.



TABLE 1

CLASSIFICATION AND PAY RATES FOR CATERING

Classification Structure

Level Category	Level 1	Level 2	Level 3	Level 4	Level 5
Tasks	Outlets Kitchens and Bars Food Services/Cashiering Snack Attendant Food Preparation Drinks (non-alcoholic) Food Stores (Manual) Runner Stores Allocator Outlet Servicing Function Floor Staff Stewarding Kitchen Attendant Kitchen Hand Fine Dining Bar Attendant (non cash) Basic Waiter	Outlets Kitchens and Bars Cooking (non-Trade) Bar Services/Cashiering Basic Supervising Fine Dining Service Cellaring Corporate Box Service	Trade and Supervisors Food Trades (qualified/non qualified) Corporate Supervisor Stores Co-ordinator Production Supervisor	Specialised Cooking and Services Precinct Supervisory	Senior Catering and Services Chef in Charge

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Catering Pay Rates Per Hour

Level	Monday to Friday Normal Time \$	Monday to Friday Midnight - 6.00am \$	Saturday & Sunday \$	Saturday & Sunday 6.00am - \$	Overtime First 2 Hours \$	Overtime Third Hour + \$	Public Holidays All Hours \$
Junior (65%)	9.80	12.75	13.50	16.45	14.75	19.65	24.55
1	15.10	19.65	20.75	25.30	22.65	30.20	37.75
2	17.50	22.00	24.05	28.60	26.25	35.00	43.75
3	18.15	22.65	24.95	29.50	27.25	36.30	45.40
4	21.20	27.55	29.15	35.50	31.80	42.40	53.00
5	24.10	31.35	33.15	40.35	36.15	48.20	60.25

Note:

1. Junior rates of pay apply to those under 18 years of age.
2. A junior employee who carries out duties above Level 1 shall be paid the adult rate.
3. An Attendance Bonus is payable in addition to the above rates as per Clause 15 of the Agreement.
4. Employees engaged at Level 3 and above shall be able to work by agreement in excess of 12 hours per day or 152 hours over 28 days without the payment of overtime under the circumstances as outlined in Clause 8(f)(i).
5. Where overtime is worked between Midnight and 6.00am on Saturday and Sunday the higher rate as appropriate will apply.



TABLE 2

CLASSIFICATION AND PAY RATES FOR HOUSEKEEPING & GUEST SERVICES

Classification Structure

Level	Guest Services - Introductory	Guest Services - Grade 1	Guest Services - Grade 2	Guest Services - Grade 3
Indicative Titles		Crew, Attendant, Agent	Crew, Attendant, Agent, Co-ordinator, Leading Hand, Senior	Supervisor, Assistant Manager
Tasks	<p>Servicing of guest accommodation.</p> <p>Transferring guest luggage.</p> <p>Operating laundry equipment.</p> <p>Cleaning Duties using equipment and chemicals.</p> <p>Front office duties of receptionist, telephonist, cashier and reservations.</p> <p>Collating, filing, photocopying and messaging.</p> <p>Typing, data entry, accounts.</p> <p>Answering questions and queries.</p> <p>Completing checklists.</p> <p>Cleaning and tidying the work and front office area.</p> <p>Checking goods in and out of the Village Operational Support Area.</p> <p>Use of radio and office equipment.</p> <p>Loading or unloading goods.</p> <p>Fulfilling requisitions.</p> <p>Delivery and collection of linen, food and other items.</p> <p>Cleaning of stores area and equipment.</p>	<p>All Guest Services - Introductory duties.</p> <p>Minor Repairs.</p>	<p>All Guest Services - Grade 1 duties.</p> <p>Senior Room Attendant.</p> <p>Opening and Closing residencies.</p> <p>Shift leader.</p> <p>Use of work ordering system.</p>	<p>Housekeeping Supervisor.</p> <p>Rostering.</p> <p>Task and work allocation.</p> <p>Quality control and checking.</p> <p>Staff training.</p> <p>Resident centre supervisor.</p> <p>Resource allocation of staff and equipment.</p>

Note: 1. The Guest Services - Introductory Level will only be applicable for the first 16 hours of employment under this Agreement.

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Housekeeping & Guest Services Pay Rates Per Hour

Level	Monday to Friday Normal Time \$	Monday to Friday Midnight-6.00am \$	Saturday & Sunday \$	Saturday & Sunday Midnight - 6.00am \$	Overtime First 2 Hours \$	Overtime Third Hour + \$	Public Holidays All Hours \$
Junior (70%)	10.75	14.00	14.75	18.05	16.15	21.50	26.88
Introductory	12.50	16.25	17.20	20.95	28.75	25.00	31.25
1	15.35	20.00	21.10	25.75	23.05	30.70	38.40
2	16.05	20.90	22.05	26.90	24.10	32.10	40.15
3	17.65	22.95	24.25	29.55	26.50	35.30	44.15

Note:

1. Junior rates of pay apply to those under 18 years of age.
2. A junior employee who carries out duties above Level 1 shall be paid the adult rate.
3. An Attendance Bonus is payable in addition to the above rates as per Clause 15 of the Agreement.
4. Employees engaged at Guest Services Grade 3 and above shall be able to work by agreement in excess of 12 hours per day or 152 hours.
5. Over 28 days without the payment of overtime under the circumstances as outlined in Clause 8(f)(i).
6. Where overtime is worked between Midnight and 6.00am on Saturday and Sunday the higher rate as appropriate will apply.

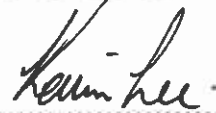


SIGNATORIES

Signed for and on behalf of the Council of the Kings School



DOUGLAS MALCOLM SMITH
Bursar and Clerk Name
TO THE COUNCIL OF THE KING'S SCHOOL



Witness
KEVIN JOHN LEE

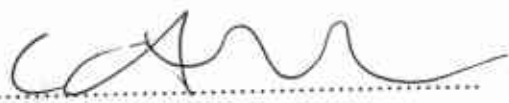
9 August 2000
Date

Signed for and on behalf of the Australian Liquor Hospitality and Miscellaneous Workers' Union, New South Wales Branch.



Name

J. MINUTILLO
EXEC. VICE PRESIDENT



Witness

10 August 2000
Date

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