

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.170LK Agreement with employees (Division 2)

Belgravia Leisure Pty Ltd
(AG2003/2677)

BELGRAVIA LEISURE CERTIFIED AGREEMENT NO 1 2003

Various employees

Industries not otherwise assigned

COMMISSIONER MANSFIELD

MELBOURNE, 5 MAY 2003

CERTIFICATION OF AGREEMENT

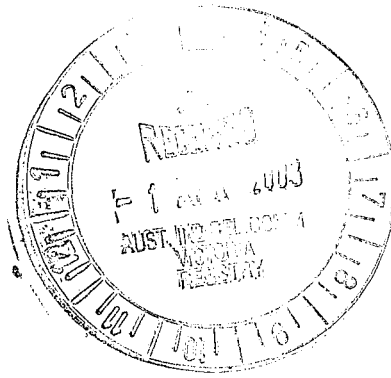
Further to the hearing of the above matter on 24 April 2003 the accompanying Statutory Declaration, consideration of the effect of the agreement and subsequent assurances in correspondence dated 28 April 2003 in accordance with section 170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 5 May 2003 and shall remain in force until 4 May 2006.

BY THE COMMISSION:



2677



Belgravia Leisure Certified Agreement No 1

2003

CLAUSE**PAGE NO.**

| | |
|---|----|
| 1. AGREEMENT TITLE | 4 |
| 2. DEFINITIONS | 4 |
| 3. AGREEMENT AIMS | 4 |
| 4. COMMENCEMENT DATE OF AGREEMENT AND PERIOD OF OPERATION | 5 |
| 5. COVERAGE OF AGREEMENT | 5 |
| 6. PARTIES BOUND | 5 |
| 7. RELATIONSHIP WITH THE AWARD | 5 |
| 8. TYPE OF EMPLOYMENT | 6 |
| 9. REDUNDANCY | 9 |
| 10. STAND DOWN PROVISIONS | 11 |
| 11. TERMINATION OF EMPLOYMENT | 11 |
| 12. CLASSIFICATIONS AND WAGE RATES | 12 |
| 13. PAYMENT OF WAGES | 15 |
| 14. ALLOWANCES | 16 |
| 14.1 Higher Duties Allowance | 16 |
| 14.2 Uniform Allowance | 16 |
| 14.3 Travel Allowance | 16 |
| 15. SUPERANNUATION | 16 |
| 16. HOURS OF WORK | 17 |
| 16.1 Rosters | 17 |
| 16.2 Meal Break | 18 |
| 16.3 Rest Periods | 18 |
| 17. OVERTIME | 19 |
| 18. ANNUAL LEAVE | 19 |
| 19. JURY SERVICE | 20 |
| 20. LONG SERVICE LEAVE | 20 |
| 21. PARENTAL LEAVE | 20 |
| 22. SICK LEAVE | 20 |
| 23. OTHER LEAVE | 21 |

| | |
|--|-----------|
| 24. PUBLIC HOLIDAYS | 23 |
| 25. DISPUTE SETTLEMENT AND GRIEVANCES | 23 |
| 26. DISCIPLINARY POLICY | 24 |
| 27. ANTI DISCRIMINATION | 26 |
| 28. VARIATION TO AGREEMENT | 26 |

1. AGREEMENT TITLE

This agreement will be known as the Belgravia Leisure Certified Agreement No1 2003.

2. DEFINITIONS

In this agreement

“Belgravia Leisure ” means Belgravia Leisure Pty Ltd trading as Belgravia Leisure.

“Act” means the Workplace Relations Act 1966

“Commission” means the Australian Industrial Relations Commission.

“Continuous service” for the purpose of leave accruals for full time and part time employees includes all service with the company from the date of commencement of employment with Belgravia Leisure, but shall not include any unauthorised absences (unpaid) of more than one week.

3. AGREEMENT AIMS

The parties bound by this agreement recognise and commit themselves to the following business and employment objectives:

- To allow Belgravia Leisure to compete on an equal footing with existing providers that have Certified Agreements and to provide employment opportunities for its staff.
- To provide a sound basis on which to submit fixed price tenders over the life of a tender.
- To provide a consistently high level of customer service.
- To provide a safe recreational and work environment.
- To create an atmosphere of fun and community enrichment in our facilities.
- To work in partnership with the owners of facilities we manage so that we may best serve their needs and the needs of the community they represent.
- To maximise the financial performance of facilities in harmony with their social objectives.
- To report regularly to owners of facilities so that they are kept informed as to the performance of the facility.
- To provide management and financial controls to ensure a high level of accountability.
- To provide training and support to our most valuable asset - our staff.
- To provide rewards from the successful operation of our facilities to our staff.
- To provide staff with a career path and every opportunity to develop professionally.
- To ensure equal employment opportunity.

4. COMMENCEMENT DATE OF AGREEMENT AND PERIOD OF OPERATION

This agreement will operate for a period of 3 years commencing on the date of certification.

This Agreement shall remain in force at the completion of three years, unless varied or terminated by the parties by application to the Commission. The employees and Company will commence negotiation towards a further Agreement three months prior to the normal expiry date. Should negotiations for a new Agreement not be finalised prior to the normal expiry date of the Agreement, existing rates of pay and conditions will continue to be observed for all employees' party to the Agreement.

5. COVERAGE OF AGREEMENT

The agreement covers all employees of Belgravia Leisure except for employees

- covered by Sports Australia Leisure Management Certified Agreement No 3
- covered by the Shire of Yarra Ranges Enterprise Agreement No 3
- covered by the Liquor and Accommodation Industry – Restaurants – Victoria – Award 1998.

6. PARTIES BOUND

This agreement binds:

- 6.1 Belgravia Leisure
- 6.2 all employees except those listed under clause 5 above whether or not they are members of a union

7. RELATIONSHIP WITH THE AWARDS

- 7.1 This agreement operates to the exclusion of the Awards and supersedes all previous agreements and awards, except for

Liquor and Accommodation Industry – Restaurants – Victoria – Award 1998

- 7.2 Solely for the purpose of the no disadvantage test the following Awards are used.

Fitness Industry (Victoria) Interim Award 2000
Clerical and Administrative Employees (Victoria) Award 1999
Children's Services (Victoria) Award 1998

8. TYPE OF EMPLOYMENT

Employees under this agreement may be employed in any one of the following categories

- full time employee
- part time employee
- limited tenure/seasonal employee
- sessional employee
- casual employee

At the time of commencing employment the employee will be informed of the terms of their engagement in writing and in particular whether they are full time, part time, limited tenure, casual sessional or casual.

8.1 Full Time

Full-time employees' number of hours of work which constitute an ordinary weeks work shall be an average of 40 hours per week over a 4 week period, and according to a roster.

8.2 Part Time

Part-time employees work less than full time hours in any week over a 4 week period, where the number of hours to be worked by an employee is rostered.

The roster and hours of work (refer clause 16) may vary from time to time according to the needs of the business by mutual agreement in advance between the employer and the employee.

All entitlements will be accrued on a pro rata basis for all hours worked.

It is understood that some part time employees work on a school term or sports competition basis and while their employment is ongoing they will be required to take leave without pay or leave with pay up to the level of their accrued entitlements during periods of non employment such as school term or competition breaks.

8.3 Limited Tenure

Limited tenure employees are employees who are engaged on a full time or part time basis for a specified period of time, or a seasonal program, or a specific project or to meet short term demands.

The number of hours to be worked by a limited tenure employee may be varied from time to time according to the needs of the operation of the facility. All entitlements will be accrued on a pro rata basis.

Prior to the commencement of a period of limited tenure, the employee shall be advised of the nature of the work, the hours to be worked, and the weekly earnings and the commencing and ceasing dates of their limited tenure employment.

Limited tenure employment will be for periods of not less than 1 month and may be terminated by either party in accordance with the provisions of Clause 11 Termination of Employment.

8.4 Casual

8.4.1 Casual employees are engaged and paid as such to work a number of hours less than those for a full time employee per week.

8.4.2 Casual employees will be paid an hourly rate of pay calculated by adding a loading of 20% to the hourly rate for the appropriate classification level.

8.4.3 Subject to the exemption of clause 8.4.3 (a), casual employees will receive a minimum of three hours work for each start.

8.4.3 (a) a minimum payment as for three hours will not apply to the engagement of swimming instructors, aerobics instructors, aquarobics instructors, program and golf range assistants or students, who as a part of their curriculum are required to seek practical work involvement.

8.4.4 the provisions of the following clauses will have no application to persons engaged as casual employees

| Clause Number | Subject Matter |
|---------------|-----------------|
| Clause 16 | Hours of Work |
| Clause 17 | Overtime |
| Clause 18 | Annual Leave |
| Clause 19 | Jury Service |
| Clause 21 | Parental Leave |
| Clause 22 | Sick Leave |
| Clause 23 | Other Leave |
| Clause 24 | Public Holidays |

8.4.5 Casual employees will not be subject to the spread of hours or entitled to overtime payments.

8.4.6 Casual employees may be included on a regular roster.

8.4.7 No employee who is engaged as a full time or part time employee can also be classified as a casual.

8.5 Sessional

A sessional employee is a person who is employed on a casual basis and paid as such to undertake fixed sessions of $\frac{3}{4}$ to $1\frac{1}{4}$ hours in the areas of aerobics, aquarobics, and exercise classes nominally for 1 hour and includes a preparation and post session period.

The provisions of the following clauses will have no application to persons engaged as sessional employees

| Clause Number | Subject Matter |
|---------------|-----------------|
| Clause 16 | Hours of Work |
| Clause 17 | Overtime |
| Clause 18 | Annual Leave |
| Clause 19 | Jury Service |
| Clause 21 | Parental Leave |
| Clause 22 | Sick Leave |
| Clause 23 | Other Leave |
| Clause 24 | Public Holidays |

The pay for this will be a minimum of \$26.00 per session.

8.6 Juniors

8.6.1 The following Junior rates as a percentage of the adult rate will apply.

| AGE | Levels 1 and 2 | Levels 3 | Levels 4 | Levels 5 |
|----------------|-------------------|-------------|-------------|-------------|
| | % | % | % | % |
| Age 20 | 100% | 100% | 100% | 100% |
| Age 19 | 85% | 85% | 85% | 85% |
| Age 18 | 75% | 75% | 75% | |
| Age 17 | 65% | 65% | | |
| Age 16 & under | 55% | | | |

8.6.2 Junior rates do not apply for positions at levels 6 and 7

8.7 Probationary Period

Upon commencement of employment, all full time, part time and limited tenure employees will be subject to a probationary period as follows

| Type of Employment | Period |
|-------------------------|----------|
| Full time and part time | 12 weeks |
| Limited tenure | 8 weeks |

An employee can be terminated at any time during this period with a weeks notice or pay in lieu.

The performance of all employees will be reviewed on an ongoing basis during the probationary period. Employees will be informed in writing if their performance is not satisfactory and what action is required as a result. An employee will be advised before or at the expiry of the probationary period if their employment is to be continued after the probationary period.

Any limited tenure employee working for a period of 12 weeks or less will be provided with 24 hours notice during the probationary period if they are terminated due to unsatisfactory performance.

9. REDUNDANCY

(A) Discussions before termination

- (i) Where Belgravia Leisure has made a definite decision that it no longer wishes the job an employee has been doing done by anyone, and this is not due to the ordinary and customary turnover of labour, and that the decision may lead to the termination of employment, it will hold discussions with the employees directly affected. Belgravia Leisure will make every effort to find the redundant staff member other employment at the same or other similar level duties at another Belgravia Leisure site.
- (ii) The discussions will take place as soon as practicable after Belgravia Leisure has made a definite decision which will involve the provision of subclause 9 (a) (i) of this agreement and will cover any reasons for the proposed termination, measures to avoid or minimise the terminations and measure to mitigate any adverse effects of any termination on the employees concerned.
- (iii) For the purposes of the discussion Belgravia Leisure will, as soon as practicable, provide in writing to the employees concerned all relevant information about the proposed termination including the reasons for the proposed termination, the number of categories of employees likely to be affected, and the number of workers normally employed and the period over which the termination are likely to be carried out. Provided that Belgravia Leisure will not be required to disclose confidential information, the disclosure of which would be inimical to its interests.

(B) Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in subclause 9 (a) (i) of this agreement, the employee will be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated, and Belgravia Leisure may at its option make payment in lieu thereof of an amount equal to the difference between the former rate of pay and the new lower rate for the number of weeks of notice still owing.

(C) Severance Pay

- (i) In addition to the period of notice prescribed for ordinary termination, a full time or part time employee [other than employees engaged under limited tenure or subject to the renewal of Belgravia Leisure Management Contracts] where employment is terminated for reasons set out in subclause 9 (A) (i) of this agreement will be entitled to the following amounts of severance pay in respect of continuous service:

Period of continuous service**Severance pay**

| | |
|---|-------------|
| Less than 1 year | Nil |
| 1 year and up to the completion of 2 years | 4 weeks pay |
| 2 years and up to the completion of 3 years | 6 weeks pay |
| 3 years and up to the completion of 4 years | 7 weeks pay |
| 4 years and over | 8 weeks pay |

(ii) A "weeks pay" means the ordinary pay for the employee concerned.

(D) Employee leaving during notice

An employee whose employment is terminated for reasons set out in subclause 9 (a) (i) of this agreement may terminate their employment during the period of notice and, if so, will be entitled to the same benefits and payments under this subclause had they remained with Belgravia Leisure until the expiry of such notice. Provided that in such circumstances the employee will not be entitled to payment in lieu of notice.

(E) Alternative employment

Where Belgravia Leisure finds or provides a reasonable alternative equivalent position at another location of employment redundancy provisions will not apply.

(F) Time off during the notice period

- (i) During the period of notice of termination given by Belgravia Leisure an employee will be allowed up to one (1) day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (ii) If the employee has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the employee may, at the request of Belgravia Leisure, be required to produce proof of attendance at an interview or they will not receive payment for time absent.
- (iii) For this purpose a statutory declaration will be sufficient.

(G) Notice to Centerlink

Where a decision has been made to terminate employees in circumstances outlined in subclause 9 (a) (i) of this agreement and where such terminations (retrenchments/terminations) exceed 15 in total, Belgravia Leisure will notify Centerlink as soon as possible giving the relevant information, including the number and categories of the employees likely to be affected, and the period over which the terminations are intended to be carried out.

(H) Employees with less than one year's service

Clause 9 of this agreement will not apply to employees with less than 1 year's continuous service. The general obligation on Belgravia Leisure will be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

(I) Employees exempted

Clause 9 of this agreement will not apply where employment is terminated as a result of conduct that justifies instant dismissal (including malingering, inefficiency or neglect of duty) or in the case of casual employees.

10. STAND DOWN PROVISIONS

The employer may deduct payment for any period, day or part of a day during which an employee cannot usefully be employed because of any strike, breakdown of machinery or any stoppage of work for any cause for which the employer cannot reasonably be held responsible. This does not break the continuity of employment of the employee for the purpose of any entitlements.

11. TERMINATION OF EMPLOYMENT

Notice of termination by Belgravia Leisure

The employer may terminate the Agreement by giving written notice according to this scale:

| Period of continuous service | Period of notice |
|---|------------------|
| During the first year of continuous service | 1 week |
| More than 1 year but not more than 3 years | 2 weeks |
| More than three years but not more than 5 years | 3 weeks |
| More than 5 years | 4 weeks |

If an employee is older than 45 years an additional 1 week will apply

Payment in lieu of the notice will be made if the appropriate period is not given.

The provisions of this subclause will not effect the right of the employer to dismiss any employee for gross misconduct, neglect of duty or inefficiencies. Wages will be paid up to the time of dismissal only.

The standing down of an employee in accordance with the above does not break the continuity of employment of the employee for the purpose of any entitlement.

Notice of termination by employee

The notice of termination required to be given by an employee will be 1 week for staff paid on a weekly basis and 2 weeks for staff paid fortnightly.

Subject to the financial obligations imposed on the employer by any applicable legislation, if an employee fails to give notice, the employer will have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

12. CLASSIFICATIONS AND WAGE RATES

12.1 CLASSIFICATIONS

LEVEL 1

An employee at this level

- (1) requires no experience or prior training
- (2) involves undertaking routine manual duties
- (3) works under direct supervision or guidance
- (4) exercises minimal judgement
- (5) may assist employees at higher levels and
- (6) is primarily engaged in one or more of the following positions:

- ✓ Handy person, grounds person
- ✓ Program Assistant
- ✓ Cleaner
- ✓ Kiosk/ticket sales
- ✓ Assistant Services Officer
- ✓ Golf Range Assistant

LEVEL 2

An employee at this level

- (1) works under direct supervision or guidance either in a team or individually
- (2) works from established routines and procedures
- (3) is proficient at the duties required at Level 1
- (4) requires sufficient experience to be familiar with the basic operations of the position
- (5) may be required to complete a range of tasks requiring specific on-the-job training
- (6) may have completed basic level training in a relevant area, or have the equivalent practical experience and
- (7) is primarily engaged in one or more of the following positions:

- ✓ Program/Events Services Officer
- ✓ Customer Services Officer Grade 1 (front/swim desk, membership sales)
- ✓ Building Services Attendant Grade 1
- ✓ Administration Assistant
- ✓ Crèche Assistant

LEVEL 3

An employee at this level

- (1) works under direct supervision or guidance either in a team or individually
- (2) works from established routines and procedures
- (3) is proficient at the duties required at Level 1 and 2
- (4) requires sufficient experience to be familiar with the basic operations of the position
- (5) may be required to complete a range of tasks requiring specific on-the-job training
- (6) requires completed applicable basic level training in the relevant areas (lifeguard award, pool water testing)
- (7) may be required to have a pool plant operators certificate and
- (8) is primarily engaged in one or more of the following positions:

- ✓ Lifeguard
- ✓ Building Services Attendant Grade 2
- ✓ Customer Services Officer Grade 2

LEVEL 4

An employee at this level

- (1) works under routine supervision or general guidance, either in a team or individually
- (2) works from established routines and procedures
- (3) requires sufficient experience to be familiar with the operations of the position and to be proficient at the duties required at Level 2 and 3
- (4) may be required to supervise, direct or provide guidance to staff at level 1, 2 and 3
- (5) may assist in the provision of on-the-job training and an ability to train others by personal instruction and demonstration
- (6) is primarily engaged in one or more of the following positions:

- ✓ Lifeguard Supervisor
- ✓ Stadium Supervisor
- ✓ Gym/Aerobics/Aquarobics Instructor (Fit Vic)
- ✓ Swim Instructor (Austswim)
- ✓ Customer Services/Sales Supervisor
- ✓ Duty Manager Grade 1

LEVEL 5

An employee at this level

- (1) works under limited supervision or guidance either in a team or individually
- (2) works from complex instructions and procedures
- (3) assists in the provision of on-the-job training and an ability to train others by personal instruction and demonstration
- (4) required to supervise, direct or provide guidance to staff at level 1, 2, 3 and 4
- (5) accountable for their own work including the quality of that work
- (6) requires sound communication skills and
- (7) is primarily engaged in one or more of the following positions:

- ✓ Duty Manager Grade 2
- ✓ Gym Duty Manager
- ✓ Learn to Swim Supervisor

LEVEL 6

An employee at this level

- (1) works under limited supervision or guidance either in a team or individually
- (2) applies skills and knowledge in complex but routine situations where discretion and judgement are involved
- (3) plans the task, selects equipment and appropriate procedures from known options
- (4) responsible for the work of others
- (5) requires successful completion of a Certificate 4 level course or successful completion of on-the-job training accredited to an equivalent competency standard or have experience deemed to be equivalent
- (6) prepare accounts payable for authorisation and post transactions to ledger
- (7) may be required to recruit staff and
- (8) is primarily engaged in one or more of the following positions:

- ✓ Co-ordinator (gym, swim, stadium, operations, programs, crèche, admin, sales)
- ✓ Administrative Services Officer Grade 1

LEVEL 7

An employee at this level

- (1) works under limited supervision, either individually or as part of a team
- (2) can apply detailed knowledge of the recreation industry to complex issues and arrangements
- (3) exercises skills attained through satisfactory completion of the training prescribed
- (4) provides operational guidance and assistance as part of a work team
- (5) provides training in conjunction with supervisors and trainers
- (6) requires the ability to understand and implement quality control techniques
- (7) requires sufficient experience to be familiar with the operations of the position and to be proficient at the duties required at Level 2 and 3
- (8) required to recruit staff
- (9) assists to develop business plans and budgets
- (10) responsible for their area of operations and performance against the approved business plan and budget and
- (11) is primarily engaged in one or more of the following positions:

- ✓ Manager Grade 1 (seasonal pool, small stadium, operations/programs or assistant manager in large centre)
- ✓ Administrative Services Officer Grade 2

LEVEL 8

An employee at this level is proficient and experienced at the duties required at level 6 and is

- (1) works under limited supervision, either individually or as part of a team
- (2) can apply detailed knowledge of the recreation industry to complex issues and arrangements
- (3) exercises skills attained through satisfactory completion of the training prescribed
- (4) provides operational guidance and assistance as part of a work team
- (5) provides training in conjunction with supervisors and trainers
- (6) requires the ability to understand and implement quality control techniques
- (7) required to recruit staff
- (8) required to develop and implement business plans and budgets and is responsible

- (9) is primarily engaged in one or more of the following positions:

- ✓ Manager Grade 2 (includes operations/programs/assistant manager in large centre)

Employees must undertake duties as directed within the limits of their competence and at lower classification levels if required.

12.2 WAGE RATES

The following hourly rates therefore apply;

| Level | Full time & Part Time Ordinary Rate (\$) | Casual Rate (\$) |
|-------|---|---------------------|
| 1 | 11.80 | 14.16 |
| 2 | 12.30 | 14.76 |
| 3 | 12.50 | 15.00 |
| 4 | 12.70 | 15.24 |
| 5 | 13.30 | 15.96 |
| 6 | 14.00 | 16.80 |
| 7 | 15.20 | 18.24 |
| 8 | 16.05 | 19.26 |

No adult casual employee will be paid less than \$14.76 per hour

Note: *The reclassification of some positions and the above wage rates provide increases in the minimum wage rates under this Certified Agreement compared to the Sports Australia Leisure Management Certified Agreement No 2 in the first year of up to 9% to 16% for most positions.*

12.3 WAGE INCREASES

The rates under this agreement will be increased as follows

- (i) by 2.0% to be effective 12 months after the date of certification of the agreement (effective on the 1st pay period after this time)
- (ii) an additional increase of 2.5% to be effective 24 months after the date of certification of the agreement (effective on the 1st pay period after this time)
- (iii) any increase handed down by the Commission will not be passed on but will be absorbed in the above rates and increases during the life of this agreement.

Staff currently receiving wages in excess of those prescribed under the classifications and wage rates in this agreement will be maintained. Increases will only apply when the rates prescribed in this agreement become higher than the employees actual rate of pay.

Note: *The combined increases in wage rates in year 1 (as indicated in 12.2 above) and years 2 and 3 under this Certified Agreement compared to the Sports Australia Leisure Management Certified Agreement No 2 provide increases in wage rates of up to 13.5% to 20.5% for most positions over the life of this agreement.*

13. PAYMENT OF WAGES

Belgravia Leisure will pay the employee's wages by direct bank deposit. For full time, part time, limited tenure and casual employees, payment will be made every fortnight. Payment can only be made into a nominated Bank or recognised financial institution account.

14. ALLOWANCES AND TRAINING

14.1 Higher Duties Allowance

Where an employee is required by the employer to perform for the whole of the day duties carrying a higher rate of pay than is provided for within his/her classification the employee will be paid at the base rate for the higher classification for that day.

14.2 Uniform

Employees engaged in an outdoor facility will be provided with a hat and sunglasses and will be expected to wear these items whilst outside at all times during the course of his/her employment.

All employees who are required to wear a uniform (for reasons of company policy, centre policy or safety) will be provided with the necessary uniform and will be required to pay a \$40 deposit which will be refunded on return of uniform. Reasonable wear and tear will not result in the loss of the deposit.

14.3 Travel Allowance

An employee who by prior agreement with Belgravia Leisure uses his or her own motor vehicle in the course of work will be paid an allowance of \$0.50 per kilometre. This allowance is set at such a level to provide reimbursement for registration, insurance, depreciation, interest, petrol, servicing, tyres, repairs and garaging.

14.4 Training

Staff with 12 months service will be eligible for free Lifeguard update, CPR update and First Aid update training, as well as other approved courses such as Austswim and Vicfit re-accreditation and other company required training.

Eligible staff may be required to undertake any training relevant to their employment as determined and arranged by the company.

15. SUPERANNUATION

- 15.1 During the life of this agreement an amount as required by the law of the employee's ordinary time earnings (or such other amount as required by law) will be paid by Belgravia Leisure into the Clerical Administration and Related Employee's Superannuation Plan (CARE) of which the employer and all employees are members.

The amount payable is in addition to the employee's normal rate of pay.

- 15.2 Any employee earning in excess of \$450 per month (or such other rate as required by law) will have the amount required by law of ordinary time earnings paid by Belgravia Leisure into the Clerical Administration and Related Employee's Superannuation Plan (CARE) of which the employer and all employees are members.

The amount payable is in addition to the employee's normal rate of pay.

16. HOURS OF WORK

- (a) Full time employees will regularly work 160 ordinary hours in a 4 week cycle. (As prescribed in the rosters clause)
- (b) Part time employees will regularly work up to 160 ordinary hours in a 4 week cycle. (As prescribed in the roster clause)
- (c) Limited tenure employees will be either full time or part time and will work in accordance with the corresponding hours in (a) or (b) above.
- (d) The ordinary hours of work will be between the hours of 5.00am and 11.30pm Monday to Sunday inclusive except for
 - ✓ crèche staff where the ordinary hours of work will be 6.30am to 6.30pm Monday to Sunday inclusive
 - ✓ Administrative Services Officer staff where the ordinary hours of work will be 7.00am to 6.30pm Monday to Friday inclusive and 7.00am to 12.30 noon Saturday

16.1 Rosters

- (a) Belgravia Leisure will establish rosters in accordance with clause 16 'Hours of Work' according to the needs of its business and will endeavour to provide reasonable work arrangements for all employees.
- (b) "Split-shifts" (two rostered work periods for the one staff member within the one day and separated by more than one hour) will be minimised for full time, and part time employees but may be necessary at some stages of the year, given staffing requirements and the season. Each employee required to work a "split shift" will be consulted by the centre manager before finalisation of the specified roster.
- (c) In establishing rosters, Belgravia Leisure will have regard to the following guidelines and principles:
 - (i) Except in unusual circumstances, rosters will be posted at least 2 weeks in advance for full time and part time employees. Rosters are subject to organisational needs and may be subject to change during the life of the roster.
 - (ii) The maximum shift for employees will be 10 hours.

(iii) The minimum shift for part time employees will be three hours except for instructors, program assistants and program services officers where the minimum shift may be 1 hour.

(iv) Casual employees may be rostered to work anytime in a 24 hour period for a minimum shift of three hours except for staff specified under clause 8.4.3 (a).

(v) All employees will be entitled to 10 hours break between the completion of a shift and the commencement of their next shift.

(vi) No employee will be required to work more than 7 consecutive days without an unpaid day off.

(vii) All employees will be entitled to 8 unpaid days off in each 4 week cycle.

(viii) Employees may swap shifts with the approval of their superior provided that the arrangements meet Belgravia Leisure's operational requirements, allow for adequate breaks between shifts and otherwise comply with the principles for establishing rosters under this agreement.

(ix) no employee (other than a casual employee) will be rostered to work more than 25% of their hours on a weekend averaged over a 4 week cycle.

16.2 Meal Break

If an employee is required to work 5 or more hours in a day he or she will be allowed an unpaid meal break of not less than 30 minutes and not more than 1 hour. No employee will be required to work for more than 5 hours without a break for a meal.

Under circumstances where a facility must remain open to the public and only one qualified staff member is rostered on at any time, a "meals on duty" provision will apply where the employee may be required to remain at the facility and not have an unpaid meal break. This will only occur in cases where facilities are in a remote location, and no qualified replacement staff are reasonably available and where patronage is light. The period of work will be continuous for the purpose of pay.

16.3 Rest Periods

An employee will be entitled to a paid 10 minute rest period during any shift of more than 3 hours of work. It will be taken at a time to be agreed between the supervisor and the employee, and may vary from day to day, depending on the operational requirements of the facility.

Employees who work 8 hours or more in a day or shift (not including the unpaid meal break) will be entitled to 2 paid 10 minute rest periods, one pre and one post the unpaid meal break.

As with meal breaks provision, where an employee works in a facility which is in a remote location and no replacement qualified staff are reasonably available and where patronage is light, then this clause will not apply.

17. OVERTIME

17.1 Belgravia Leisure will endeavor to establish rosters so that no employee will:

- be required to work more than 160 hours in a 4 week period
- be required to work more than 10 hours in a single shift
- receive less than 10 hours break between shifts (excluding casual employees and instructors and program staff)
- be required to work more than 7 consecutive days without an unpaid day off (excluding casual employees)
- receive less than 8 unpaid days off in a 4 week period (excluding casual employees)

17.2 All time worked by full time and part time employees outside the ordinary spread of hours as described in clause 16 (d), and outside the prescriptions of clause 17.1 will be paid at the rate of time and a half for the first 2 hours and then at double time for any further hours.

18. ANNUAL LEAVE

- (a) Full-time employees will be entitled to 160 hours annual leave for each 12 month period of continuous service with Belgravia Leisure.
- (b) Part-time employees will be entitled to annual leave for each 12 month period of continuous service with Belgravia Leisure at the same accrual rate as full-time employees but on a pro rata basis according to time actually worked.
- (c) Casual employees will not be entitled to annual leave or payment for annual leave.
- (d) Full-time, part-time and limited tenure employees will be entitled on termination of employment to accrued pro rata annual leave with respect to periods of continuous service less than 12 months.
- (e) Annual leave will be exclusive of the public holidays set out in this agreement. Should a public holiday fall within the employee's annual leave, it will be added to the period of annual leave and taken at that time.
- (f) Annual leave will be taken at times agreed between Belgravia Leisure and the employee.
- (g) An employee who remains in the employment of Belgravia Leisure must take his or her annual leave within 18 months of its accrual.
- (h) No annual leave loading will be payable.

19. JURY SERVICE

- (a) An employee (other than a casual employee) required to attend for jury service during their ordinary working hours will be reimbursed by Belgravia Leisure an amount equal to the difference between the amount paid in respect of the employee's attendance for such jury service and the amount of 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.
- (b) An employee will notify Belgravia Leisure as soon as possible of the date upon which they are required to attend for jury service. Further, the employee will be required to give Belgravia Leisure proof of attendance, the duration of such attendance and the amount received in respect of jury service.
- (c) In periods where jury service extends for 3 months or over, Belgravia Leisure reserves the right to review reimbursement of wages listed in this clause

20. LONG SERVICE LEAVE

- (a) An employee will be entitled to long service leave in accordance with the relevant state or territory legislation from the date the employee commences employment with Belgravia Leisure.
- (b) An employee who remains in the employment of Belgravia Leisure must take his or her long service leave within 18 months of its accrual.

21. PARENTAL LEAVE

Parental Leave, which includes Maternity Leave, Paternity Leave and Adoption Leave will be provided in accordance with the Workplace Relations Act 1996, Schedule 14.

22. SICK LEAVE

- (a) An employee (other than a casual employee) who, having had at least 3 months service with Belgravia Leisure, is absent from duty as a result of personal ill health or accident will be entitled to sick pay as follows:
 - (i) During the first year - 5 days ordinary pay with pro rata entitlement for each completed month;
and
 - (ii) During any subsequent year or service - 8 days of ordinary pay with pro rata entitlement for each completed month;

The first day taken in sick leave in each span of such leave may be taken without the presentation of certification of the illness (or other approved sick leave situations - see below)

in most cases. However, Belgravia Leisure reserves the right to request certification in situations where the employee has taken a series of single sick leave days in a 12 month period. In cases where the span of sick leave taken is more than 1 day the employee may be required to produce or forward within 24 hours of the commencement of such absence

evidence satisfactory to Belgravia Leisure that their non-attendance was due to personal ill health or accident necessitating such absence, or a family illness or accident in accordance with clause (d). For the purpose of this subclause, a statutory declaration or medical certificate will be deemed evidence satisfactory to Belgravia Leisure.

- (b) If the full period of sick leave as prescribed above is not taken in any year, such portion as is not taken will, providing an employee remains in the service of Belgravia Leisure, be accumulative from year to year. Accumulated unused sick leave is not payable on termination.
- (c) Belgravia Leisure will not terminate service of any employee during the currency of any period of sick leave with the object of avoiding its obligation under this clause
- (d) Any employee may use some or all of their entitlement to sick leave to act as primary care giver during a period of illness or injury to his or her spouse or children. Provided that, in such case, evidence of such illness and injury may be required to be provided in accordance with subclause (a) above.

23. OTHER LEAVE

23.1 BEREAVEMENT LEAVE

- (a) An employee (other than a casual employee) will on the death of a wife, husband, de facto, father, mother, brother, sister, child, step child, father-in-law, mother-in-law, grandparent, or grandchild be entitled to leave up to and including the day of the funeral of such relation. Such leave will be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. This leave may be granted at the sole discretion of Belgravia Leisure for other pressing circumstances not referred to above.
- (b) Proof of such death may be required to be furnished by the employee to the satisfaction of Belgravia Leisure provided, however, that this clause will have no operation while the period of entitlement to leave coincides with any other period of entitlement to leave.

23.2 SPECIAL FAMILY LEAVE

23.2.1 Use of Sick Leave

- (a) An employee other than a casual employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlements which accrues after the date of this order for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, provide a medical certificate or statutory declaration as evidence of the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to -
 - (i) the person concerned being either:

- a member of the employee's immediate family; or
- a member of the employee's household

(iii) the term 'immediate family' includes -

- spouse (including a former spouse, de facto spouse and a former de facto spouse) of the employee. A defacto spouse, in relation to a person, means a person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and
- a child or an adult child (including an adopted child, a stepchild, or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

(d) The employee shall, wherever practicable, give the employer notice prior or the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

23.2.2 Unpaid Leave for Family Purpose

(a) The employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member whom is ill.

23.2.3 Annual Leave

(a) Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

(b) Access to annual leave, as prescribed in paragraph (a) above, shall be exclusive of any shutdown period provided for elsewhere under this agreement.

23.2.4 Make up Time

(a) An employee may elect, with the consent of their employer, to work 'make-up time', under which the employee takes time off ordinary hours, and works those hours at a later time, during their spread of ordinary hours provided in this agreement.

23.2.5 Grievance Process

(a) In the event of any dispute arising in connection with any of this clause, such a dispute shall be processed in accordance with the Clause 25 - Dispute Settling provisions of this agreement.

24. PUBLIC HOLIDAYS

(a) Employees (other than casual employees) will be entitled to the following holidays or equivalent days in lieu without deduction of pay:

- New Year's Day
- Australia Day
- Anzac Day
- Good Friday
- Easter Monday
- Queen's Birthday
- Boxing Day
- Christmas Day
- Labour Day

(b) Additional Public Holidays

Where in a State, public holidays are declared or prescribed on days other than those set out in (a) above, those days will constitute additional holidays for the purpose of this agreement.

(c) An employee who is required to work on a public holiday will receive an ordinary day's pay and will be entitled to a day off on ordinary pay to be taken within 21 days of the actual public holiday.

(c) Penalty rates are not payable under this agreement for work performed on public holiday.

25. DISPUTE SETTLEMENT AND GRIEVANCES

(a) The objective of this procedure is to resolve issues as they arise between Belgravia Leisure and its employees in an efficient, fair and equitable manner.

(b) The following procedures will apply:

- (i) Any issue or dispute that arises will first be discussed between the employee and supervisor concerned in an attempt to resolve the matter.
- (ii) If not settled the employee may request a representative to be present and the matter must be discussed with the immediate supervisor and his or her superior or another representative of the employer appointed for the purpose of this procedure.
- (iii) If the matter is not resolved, it must be submitted to the Australian Industrial Relations Commission for the purposes of mediation.
- (iv) The parties may agree to submit the dispute to arbitration and if so agreed the decision must be accepted by the parties subject to any appeal available.
- (v) Until the matter is determined work must continue at the direction of the employer. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this procedure.
- (vi) The parties must Co-operate to ensure that these procedures are carried out expeditiously.

26. DISCIPLINARY POLICY

- (a) The dismissal of any employee is very serious action that must not be harsh, unjust or unreasonable.
- (b) No employee should be dismissed without consultation between the Manager and the Chief Executive Officer.
- (c) The following procedure shall be applied where the employee is alleged to be behaving in a manner inconsistent to the Company's policies, procedures and requirements for appropriate standards of conduct from its employees.

Objective

The objective of these procedures shall be to effect or change the behaviour of the employee to make that behaviour consistent with the Company's required standard of conduct for its employees.

Employee Representation

An employee representative shall be present at any point in the procedure at the request of either party (employee/management).

Employer Representation

The Company may request the attendance of its employer organisation representative at any point in this procedure.

Procedure

- Employees shall be made aware of policies, procedures and requirements of the Company relative to standards of conduct.
- Except in the case of gross misconduct, no disciplinary action or dismissal for disciplinary matters shall be undertaken unless the following procedures have been completed.
- Initial counselling of employee in an attempt to rectify the problem.
- Where a transgression is alleged an employee shall be notified of the allegation by the appropriate supervisor/manager and afforded the opportunity to respond.
- Where disciplinary action is necessary the employee shall be informed of the reason and the severity of the situation by the appropriate supervisor/manager (ie whether the employee maybe dismissed or suffer some other form of disciplinary action).
- The first warning shall be written and will be included in the employee's personnel file. The employee will be provided with a copy of this first warning notice. The written warning notice shall be attached to the employee's personnel file.
- If the problem continues or related problems continue the matter will again be discussed with the employee.
- A second warning in writing will be given to the employee and recorded in their personnel file.
- If the problem or related problem continue the matter will again be discussed with the employee and a final warning given. This shall be issued in writing and receipt shall be acknowledged by the employee's signature. The original shall be placed on the employee's personnel file.

- In the event of the matter recurring or any other breach of discipline occurring then the employment of the employee shall be terminated.

Removal of Warning Notices

If after any warning a period of 12 months elapses without any further action or warning all adverse reports relating to the warning will be removed from the employee's personnel file. This will be effective from the last warning issued.

Nothing in this procedure shall effect the Company's right to dismiss summarily any employee.

26.1 Summary Dismissal

The preceding procedures should be followed in all cases except for instances of gross misconduct. In the case of gross misconduct the employee will be suspended instantly by the Superior, and the case for instant dismissal will be determined by the Chief Executive Officer as soon as possible after the suspension.

26.2 Forms of Gross Misconduct

Some examples of where summary (instant) dismissal may be warranted are:

- wilful misconduct
- serious and/or wilful breach of Health Department/Food Handling Regulations
- disobedience of a reasonable and lawful instruction
- serious wilful breach of Safety or Health Regulation or requirement
- drunkenness on duty/under the influence of drugs
- physical and/or verbal violence
- dishonesty
- stealing
- the use of objectionable or obscene language
- proven sexual harassment
- serious and/or repeated neglect of duties

Where an employee has been involved in an instance of serious misconduct an investigation of the matter will take place prior to a decision to dismiss is made. Employees will be given an opportunity to respond to the allegations prior to the decision to dismiss is made.

Where an employee has been dismissed for serious misconduct no notice or pay in lieu thereof will be made.

27. ANTI DISCRIMINATION

27.1 It is the intention of Belgravia Leisure to achieve the principal object in s.30) of the Workplace Relations Act 1996 through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, natural extraction or social origin.

27.2 Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, Belgravia Leisure must make every endeavour to ensure that neither this Agreement nor its operation are directly or indirectly discriminatory in their effects.

27.3 Nothing in this clause is taken to affect:

27.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

27.3.2 an employee, employer or registered Organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

27.3.3 the exemptions in s. 17OCK(3) and (4) of the Act.

28. VARIATION TO AGREEMENT

Variations to this agreement may be by mutual agreement and subject to the approval of the Australian Industrial Relations Commission.

29. SIGNATORIES TO AGREEMENT

Signed on behalf of employees

Kathleen Cushen
Name: KATHLEEN CUSHEN

26/03/03
Date

L. Oirban
Name: LOUISE OIRBAN'S

26/3/03
Date

Rosalie Bulbs
Name: Rosalie Bulbs

26/3/03
Date

Signed on behalf of Belgravia Leisure Pty Ltd

SK Phillips
Name: SK PHILLIPS

26/3/2003
Date