

# Ballina Tenpin Collective Agreement 2023

between

Xcell Tenpin Pty Ltd TA Ballina Tenpin Bowl  
(ACN 131 367 318)

and

Employees of Ballina Tenpin Bowl

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## Part 1 - Preliminary

### 1. Title

- 1.1. The Agreement shall be called the Ballina Tenpin Collective Agreement 2023 ('the Agreement')

### 2. Coverage

- 2.1. The Agreement will apply to:
- a. Xcell Tenpin Pty Ltd (ACN:131 367 318) ('the Company' or 'the Employer') and;
  - b. Employees of the Company employed in classifications set out in this Agreement.

### 3. Definitions

In this Agreement, unless the contrary intention appears:

**act** means the Fair Work Act 2009 (Cth).

**award** means Amusement, Events and Recreation Award 2020.

**casual employee** has the meaning given by section 15A of the Act.

**classification** means the grade of the Employee as determined by the Employer in accordance with clause 10.8 and Schedule A of this Agreement.

**confidential information** means, but is not limited to, information relating to suppliers and/or customers of the Employer, information designated as confidential by the Employer, information in relation to the protocols, methods or practices including financial information such as fees and charges, trade secrets, or Employee records of the Employer, patents, drawings, designs, software development, software or hardware components or programs or configuration developed by the Employer, technology, devices, systems, other computer related innovations, know-how belonging to the Employer and includes documents recording such information and copies of those documents.

**employee** means national system employee within the meaning of the Act.

**employer** means national system employer within the meaning of the Act.

**NES** means the National Employment Standards as contained in sections 59 to 131 of the Act.

**ordinary hourly rate** means the minimum hourly rate for an employee's classification specified in clause 14.1.

### 4. Relationship to the NES and other instruments

- 4.1. This Agreement is to be read wholly in conjunction with the National Employment Standards Nothing In this Agreement will disadvantage Employees against the National Employment Standards. Where there is any inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES will prevail to the extent of the inconsistency.
- 4.2. This Agreement is intended to cover all matters pertaining to the employment relationship and represents a complete statement of the mutual rights and obligations the Employer and the Employees to the exclusion of any other award or agreement including, without limitation, the Amusement, Events and Recreation Award 2020 (Award).

### 5. Flexibility

- 5.1. An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- a. the agreement deals with 1 or more of the following matters:
    - i. arrangements about when work is performed;
    - ii. overtime rates;
    - iii. penalty rates;
    - iv. allowances;
    - v. leave loading; and
  - b. the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - c. the arrangement is genuinely agreed to by the employer and employee.
- 5.2. The employer must ensure that the terms of the individual flexibility arrangement:
- a. are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - b. are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - c. result in the employee being better off overall than the employee would be if no arrangement was made.
- 5.3. The employer must ensure that the individual flexibility arrangement:
- a. is in writing; and
  - b. includes the name of the employer and employee; and
  - c. is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - d. includes details of:
    - i. the terms of the enterprise agreement that will be varied by the arrangement; and
    - ii. how the arrangement will vary the effect of the terms; and
    - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - e. states the day on which the arrangement commences.
- 5.4. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 5.5. The employer or employee may terminate the individual flexibility arrangement:
- a. by giving no more than 28 days written notice to the other party to the arrangement; or
  - b. if the employer and employee agree in writing – at any time.

## **6. Duration**

- 6.1. This Agreement shall commence seven (7) days after the date of approval by the Fair Work Commission, and will continue in force until varied, terminated or replaced by agreement of the parties to this Agreement.
- 6.2. The nominal expiry date of this Agreement is 6 December 2027.

## **Part 2 - Types of Employment and Classifications**

### **7. Types of employment**

- 7.1. Employees may be employed in one of the following categories:
  - a. full-time;
  - b. part-time; or
  - c. casual.
- 7.2. The Employer will provide each new Employee with a written statement outlining the Employee's:

- a. Status as a full-time; part-time; or casual employee.
- b. Classification, being the grade of the Employee which shall be determined by reference to the Employee's duties against the classifications set out in Schedule A of the Agreement ("Classification")
- c. Ordinary hours of employment (if any) and the roster arrangements that will apply to their employment; and
- d. The Employee's remuneration by reference to the rate set out in Schedule B.

## **8. Full-time employees**

- 8.1. A full-time employee is engaged to work an average of 38 hours per week.

## **9. Part-time employees**

- 9.1. The employer may employ part-time employees in any classification in this Agreement.
- 9.2. A part-time employee:
- a. works less than 38 hours per week;
  - b. has reasonably predictable hours of work; and
  - c. receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- 9.3. At the time of engagement, the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least:
- a. the hours worked each day;
  - b. which days of the week the employee will work; and
  - c. the actual starting and finishing times each day.
- 9.4. Any agreed variation to the regular pattern of work in clause 9.3 will be recorded in writing.
- 9.5. The employer is required to roster a part-time employee for a minimum of 3 consecutive hours on any shift.
- 9.6. A part-time employee must be paid for ordinary hours worked at the ordinary hourly rate prescribed in clause 14—Minimum rates for the class of work performed.
- 9.7. All time worked in excess of the ordinary hours as prescribed in clause 11—Ordinary hours of work will be overtime and paid for at the rates prescribed in clause 22—Overtime.

## **10. Casual employees**

- 10.1. A casual employee may be engaged to work not more than 38 ordinary hours per week from Monday to Sunday.
- 10.2. A casual employee's employment may be terminated without notice by the employee or employer.
- 10.3. Casual employees may be employed for up to 10 ordinary hours each day, provided that all time worked in excess of ordinary working hours on any one day or in excess of 38 hours in any one week will be overtime.
- 10.4. For each ordinary hour worked, a casual employee will be paid:
- a. the ordinary hourly rate for the classification in which they are employed in clause 14—Minimum rates; and
  - b. a loading of 32.5% for work performed in ordinary hours.
- 10.5. Overtime and penalty rates provided for under clause 22 - Overtime and penalty rates do not apply to a casual employee.

- 10.6. A casual employee will be engaged for a minimum of 3 hours' work or receive a minimum payment of 3 hours per engagement, except where the parties otherwise mutually agree.

#### **Wage Reconciliation**

- 10.7. Under clause 10.5, a casual employee may no longer be in receipt of wages that are better off overall when compared to what they would have received under the Award. The employer is to conduct a regular reconciliation against the Award for casual employees to calculate and determine the difference in wages (*casual wage reconciliation*).
- 10.8. Casual wage reconciliations are to occur annually, no later than 12 months from the casual employee's start. The employer must also conduct a reconciliation no later than 7 days after the end of employee's casual employment.
- 10.9. Should a casual wage reconciliation find that a casual employee is not in receipt of a wage that is better off under the Agreement than under the Award, the Employer will pay the employee the amount they would have received under the Award plus an additional \$10.00 for that reconciliation period.
- 10.10. Any amounts owed to the employee are to be paid within the next pay period, or later by written agreement.

#### **Offers and requests for casual conversion**

- 10.11. Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.

#### **Classifications**

- 10.12. Employees covered by this agreement must be classified according to the structure and definitions set out in Schedule A—Classification Structure.

### **Part 3 - Hours of work**

#### **11. Ordinary hours of work**

- 11.1. The ordinary working hours for a full-time employee will not exceed 38 hours per week.
- 11.2. The ordinary hours of work for full-time and part-time employees will not exceed 8 on any one day unless otherwise agreed in accordance with clauses 11.3 or 11.4.
- 11.3. By mutual agreement between the employer and the majority of employees involved the ordinary working hours may exceed 8 up to a maximum of 10 on any one day.
- 11.4. The employer and an individual employee may agree in writing to work shifts of up to 12 hours on any one day.
- 11.5. The ordinary working hours for full-time employees will be worked continuously, except for meal breaks, on not more than 20 days in a 28-day period on any day of the week (Monday to Sunday)

#### **12. Rostering arrangements**

- 12.1. The employer must notify an employee of their working shifts. An employee will be given at least 7 days' notice of a change in rostered shift, subject to clause 37.10—Consultation about changes to rosters or hours of work.
- 12.2. Employees may arrange to temporarily change rosters, subject to the employer's approval. Rosters so changed will be paid for at the rates applicable to the original roster.

- 12.3. The Employer may arrange a temporary change to rosters without notice in the case of emergency, including when they are unexpectedly and significantly understaffed.
- 12.4. Employees will, except where circumstances outside the control of the employer make it impracticable, be granted a 10-hour break without loss of pay from cessation of work on the one day and the commencement of work on the next day.

**13. Breaks**

**Meal breaks—other than casual employees**

**Unpaid meal break**

- 13.1. An employee, other than a casual employee, must be allowed a meal break of between 30 and 60 minutes, not later than 5 hours after starting work.

**Paid rest breaks—casual employees**

- 13.2. Casual employees engaged for a minimum of 5 hours must be allowed a rest break of 20 minutes without loss of pay.
- 13.3. Casual employees required to continue working for a further 5 hours must be allowed a further rest break of 20 minutes without loss of pay.
- 13.4. Rest breaks must be taken at a time convenient to the employer but not at the start or end of the period of duty.

**Working through Meal break**

- 13.5. An employee required to work during the time when a meal break should be allowed pursuant to this clause shall be paid for such time worked at the rate of time and a half until the meal break is granted.

**On call during Meal Break**

- 13.6. An employee required to be on call during their meal break shall be paid for such time at their ordinary rate of pay.

**Part 4 - Wages and Allowances**

**14. Minimum rates**

- 14.1. Adult employee rates
- 14.2. The employer must pay adult employees the following minimum rates for ordinary hours worked by the employee:

Classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
Introductory level employee	\$893.67	\$23.52
Grade 1	\$918.11	\$24.16
Grade 2	\$951.50	\$25.04
Grade 3	\$982.80	\$25.86



Classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
Grade 4	\$1,034.80	\$27.23
Grade 5	\$1,067.25	\$28.09
Grade 6	\$1,099.59	\$28.94
Grade 7	\$1,129.02	\$29.71
Grade 8	\$1,186.33	\$31.22

## 15. Junior employee rates

- 15.1. The minimum rates for junior employees other than apprentices will be the following percentages of the adult rates prescribed for the classification appropriate to the work performed:

Age	% of minimum adult rate
Under 17 years	55
17 years	65
18 years	75
19 years	85

## 16. Higher duties

- 16.1. An employee required to perform work at a higher classification than their ordinary classification for more than 4 hours on any day must be paid at the higher rate for all hours worked on that day.
- 16.2. An employee required to perform work at a higher classification than their ordinary classification for up to 4 hours on any day must be paid at the higher rate for the actual time worked at the higher classification.

## 17. Supported Wage System

- 17.1. Those employees eligible for a supported wage will be paid under clauses 14 or 15 as they apply.

## 18. Wage Increases

- 18.1. Until the termination of this agreement, the minimum rates provided for in clause 14.1 will increase in line with the Annual Wage Review, provided for under section 285 of the Act, as it applies to the Award.

- 18.2. Where an increase also applies to an allowance under the Award, as a result of the Annual Wage Review or other review, allowances provided for under clause 20 within the Agreement will increase by the same amount.

## **19. Payment of wages**

### **Period of payment**

- 19.1. Wages will be paid weekly.
- 19.2. Wages will be paid no later than Thursday of the agreed pay period, unless the employer and the majority of employees agree to later payment.

### **Method of payment**

- 19.3. Wages may be paid by cash, cheque or into a bank or financial institution account nominated by the employee. If payment is by cash or cheque, wages must be paid during ordinary working hours.

### **Payment on termination of employment**

- 19.4. The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
- a. the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
  - b. all other amounts that are due to the employee under this award and the NES.
- 19.5. The requirement to pay wages and other amounts under clause 19.4) is subject to further order of the Commission and the employer making deductions authorised by this agreement or the Act.

## **20. Allowances**

- 20.1. Employers must pay to an employee the allowances the employee is entitled to under clause 20.

### **Wage-related allowances**

#### **First aid allowance**

- 20.2. An employee who holds a first aid qualification from St John Ambulance or a similar body and is appointed by the employer to perform first aid duties must be paid for ordinary hours an allowance of \$0.52 per hour.

#### **Cancellation allowance—casual employees**

- 20.3. A casual employee who reports for work when required and is not allowed to start will be paid for 3 hours at the minimum rate for the relevant classification.

### **Expense-related allowances**

#### **Meal allowance**

- 20.4. An employee who is required to work overtime for 2 or more hours immediately after finishing their ordinary hours of work must be paid a meal allowance of \$13.37 unless the employer provides a meal.

**Protective clothing and equipment**

- 20.5. Where an employee is required to wear protective clothing or equipment (e.g. overalls, goggles, safety boots, bowling shoes, etc.), the employer must reimburse the employee on proof of purchase for the cost of purchasing the protective clothing and equipment.
- 20.6. The employee is responsible for maintaining protective clothing and equipment in a serviceable condition.
- 20.7. The provisions of clause 20.5 do not apply where the protective clothing and/or equipment is paid for by the employer.

**Tool Allowance**

- 20.8. Employees who are required to provide hand tools at their own expense will receive an allowance as follows:

	\$ per week
Tradesperson (other than Carpenters)	15.48
Carpenters	30.19

- 20.9. The allowance in clause 20.8 will not apply where the employer supplies all tools without cost to the employee.

**Uniform allowance**

- 20.10. (Where an employee is required to wear a uniform, the employer must reimburse the employee for the cost of purchasing the uniform.
- 20.11. Where the uniform is supplied by the employer, it will remain the property of the employer and must be returned to the employer on the termination of the employee's employment.
- 20.12. If an employee is required to launder any garments that are part of a uniform, the employer will reimburse the Employee for the demonstrated cost of laundering it.
- 20.13. Clause 20.10 does not apply where the uniform is supplied by the employer at the employer's expense.

**Vehicle allowance**

- 20.14. Where, on request from their employer, an employee agrees to use the employee's own motor vehicle for the purpose of travelling on the employer's business, the employer will pay the employee an allowance of \$0.95 per kilometre travelled.

**Working Late Allowance**

- 20.15. Where an employee finishes work at a time when reasonable means of transport are not available, the Employer shall provide appropriate transport to the Employee's home or pay the Employee at his/her ordinary rate of pay for the time reasonably occupied in reaching home.

**21. Superannuation**

- 21.1. The Employer will make superannuation contributions consistent with the Commonwealth Superannuation Guarantee (Administration) Act 1992. The value of these contributions will be the minimum amount required to avoid a superannuation calculation charge.
- 21.2. For existing employees, the Employer will make the superannuation contributions referred to above to:
  - a. the Employee's chose superannuation fund; or

- b. if the Employee does not choose a superannuation fund, the Employer's default fund, Australian Super, a complying fund, which offers a MySuper product.
- 21.3. For employees who commence employment after this Agreement comes into operation, the Employer will make the superannuation contributions referred to above to:
- a. the Employee's chosen superannuation fund;
  - b. if the Employee does not choose a superannuation fund, the superannuation fund advised by the Australian Taxation Office as being the Employee's stapled superannuation fund; or
  - c. if the employee does not choose a superannuation fund and has no stapled superannuation fund, the Employer's default fund, Australian Super, a complying fund which offers a MySuper product.

## Part 5 - Overtime and Penalty Rates

### 22. Overtime and penalty rates

- 22.1. All time worked by any full-time or part-time employee in excess of the rostered working hours on any one day, or in excess of an average of 38 hours per week in any roster cycle as provided for in clause 13.1 and 13.2, will be overtime. In accordance with clause 10.1 and 10.3, all time worked by a casual employee in excess of 10 hours in one day or 38 hours in one week will be overtime.
- 22.2. Overtime as defined in clause 22.1 will be paid as follows:
- a. 150% of the ordinary hourly rate for the first 2 hours; and
  - b. 200% of the ordinary hourly rate after 2 hours.
- 22.3. Casual employees are not in receipt of overtime rates provided for in clause 22.2 in addition to the casual loading.
- 22.4. Employees will be entitled to a break of at least 10 hours between shifts.
- 22.5. Where an employee is required by the employer to resume work without having a break of at least 10 hours between shifts, they will be paid 200% of the ordinary hourly rate for all time worked until they have had a break from work of at least 10 hours, or 8 hours by agreement.

### Sunday and public holiday work

- 22.6. Ordinary hours on a Sunday will be paid for at 150% of the ordinary hourly rate.
- 22.7. All time worked on a public holiday will be paid for at 250% of the ordinary hourly rate.
- 22.8. Casual employees are not in receipt of Sunday and Public Holiday rates provided for in clauses 22.6 and 22.7 in addition to the casual loading.
- 22.9. A minimum payment of 4 hours will apply for work performed on a Sunday or a public holiday.
- 22.10. Hours of work performed immediately before or after a part-day public holiday, that form part of one continuous shift, are counted as part of the minimum payment/engagement period in clause 22.12.
- 22.11. The rates in clauses 22.6 and 22.7 are in substitution for and not cumulative upon the shift rates prescribed in clause 22.2.

### Time off instead of payment for overtime

- 22.12. An employee, other than a casual, and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.

22.13. Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 22.12.

22.14. An agreement must state each of the following:

- a. the number of overtime hours to which it applies and when those hours were worked;
- b. that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
- c. that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
- d. that any payment mentioned in clause 22.14(c) must be made in the next pay period following the request.

22.15. The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

*EXAMPLE: By making an agreement under clause 22.14 an employee who worked 2 overtime hours is entitled to 2 hours' time off.*

22.16. Time off must be taken:

- a. within the period of 6 months after the overtime is worked; and
- b. at a time or times within that period of 6 months agreed by the employee and employer.

22.17. If the employee requests at any time, to be paid for overtime covered by an agreement under clause 22.14 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

22.18. If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 22.14, the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

22.19. The employer must keep a copy of any agreement under clause 22.14 as an employee record.

22.20. The employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.

22.21. An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request, then clause 22.12 will apply, including the requirement for separate written agreements under clause 22.13 for overtime that has been worked.

22.22. If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 22.14 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

### **Call back**

22.23. An employee recalled to work overtime after leaving the employer's enterprise, whether notified before or after leaving the enterprise, must be paid for a minimum of 4 hours work at the rate of **150%** of the ordinary hourly rate for the first 3 hours and **200%** of the ordinary hourly rate thereafter.

## Part 6 - Leave and Public Holidays

### **23. Annual leave**

- 23.1. Annual leave is provided for in the NES.
- 23.2. For the purposes of the additional week of leave provided by the NES, a “shiftworker” is an Employee who is regularly rostered to work their ordinary hours on Sundays and public holidays.

### **Annual leave loading**

- 23.3. When an employee takes a period of paid annual leave or is paid for accrued leave on termination, the employee will be paid an annual leave loading of 17.5% of the base rate of pay for the period in addition to the payment required to be made under Division 6 of the NES.

### **Annual leave in advance**

- 23.4. The employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- 23.5. An agreement must:
  - a. state the amount of leave to be taken in advance and the date on which leave is to commence; and
  - b. be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
- 23.6. The employer must keep a copy of any agreement under clause 23.4 as an employee record.
- 23.7. If, on the termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 23.4, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

### **Cashing out of annual leave**

- 23.8. Paid annual leave must not be cashed out except in accordance with an agreement under clause 23.10.
- 23.9. Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 23.10.
- 23.10. The employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- 23.11. An agreement under clause 23.10 must state:
  - a. the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - b. the date on which the payment is to be made.
- 23.12. An agreement under clause 23.10 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
- 23.13. The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- 23.14. An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.
- 23.15. The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.

23.16. The employer must keep a copy of any agreement under clause 23.10 as an employee record.

**Excessive leave accruals: general provision**

23.17. An employee has an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave.

23.18. If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

23.19. Clauses 23.21 to 23.24 sets out how the employer may direct an employee who has an excessive leave accrual to take paid annual leave.

23.20. Clause 23.25 to 23.29 sets out how an employee who has an excessive leave accrual may require the employer to grant paid annual leave requested by the employee.

**Excessive leave accruals: direction by employer that leave be taken**

23.21. If the employer has genuinely tried to reach agreement with an employee under clause 23.18 but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.

23.22. However, a direction by the employer under clause 23.21:

- a. is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements are taken into account; and
- b. must not require the employee to take any period of paid annual leave of less than one week; and
- c. must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
- d. must not be inconsistent with any leave arrangement agreed by the employer and employee.

23.23. The employee must take paid annual leave in accordance with a direction under clause 23.21 that is in effect.

23.24. An employee to whom a direction has been given under clause 23.21 may request to take a period of paid annual leave as if the direction had not been given.

**Excessive leave accruals: request by employee for leave**

23.25. If an employee has genuinely tried to reach agreement with the employer under clause 23.18 but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.

23.26. However, an employee may only give a notice to the employer under clause 23.25 if:

- a. the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
- b. the employee has not been given a direction under clause 23.21 that, when any other paid annual leave arrangements are taken into account, would eliminate the employee's excessive leave accrual.

23.27. A notice given by an employee under clause 23.25 must not:

- a. if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements are taken into account; or

- b. provide for the employee to take any period of paid annual leave of less than one week;  
or
  - c. provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - d. be inconsistent with any leave arrangement agreed by the employer and employee.
- 23.28. An employee is not entitled to request by a notice under clause 23.21 more than 4 weeks' paid annual leave in any period of 12 months.
- 23.29. The employer must grant paid annual leave requested by a notice under clause 23.21.

#### **24. Personal/carer's leave and compassionate leave**

- 24.1. Personal/carer's leave and compassionate leave are provided for in the NES.

#### **25. Parental leave and related entitlements**

- 25.1. Parental leave and related entitlements are provided for in the NES.

#### **26. Community service leave**

- 26.1. Community service leave is provided for in the NES.

#### **27. Family and domestic violence leave**

- 27.1. Family and domestic violence leave is provided for in the NES.

#### **28. Public holidays**

- 28.1. Public holiday entitlements are provided for in the NES.
- 28.2. Employees required to work on a public holiday will be paid in accordance with clause 22.11.

### **Part 7 - General Conditions**

#### **29. Accountability**

- 29.1. The Employer will notify the Employee of the person or persons to whom the Employee is accountable to, and the Employee must report and will be subject to the supervision of that person.
- 29.2. Throughout the term of the Agreement, the Employer reserves the right to change the reporting procedure set out in this clause at any time. The Employee agrees to abide by such a change.

#### **30. Duties**

- 30.1. Employees are required to perform duties in a manner which is consistent with the Classification assigned to the Employee by reference to the description provided for that Classification in Schedule A.
- 30.2. The Employee must also perform other duties assigned to the Employee by the Employer from time to time, subject to the Employer providing a safe and healthy work environment and the



duties assigned to the Employee being consistent with the Employee's level of skill, competency and training.

30.3. Each Employee must:

- a. serve the Employer faithfully and diligently and exercise all due care;
- b. act in the best interest of the Employer at all times;
- c. not act or give the appearance of acting contrary to the interest of the Employer;
- d. use the Employee's best endeavours to protect and promote the good name and reputation of the Employer
- e. maintain all business and other records as reasonably requested by the Employer;
- f. perform the duties to the best of the Employee's ability; and
- g. devote the whole of the Employee's working time and attention to the business of the Employer.

30.4. The Employer may direct the Employee to carry out such duties and use such equipment necessary to perform the requirements of their role, and the Employee must follow those directions, provided that the Employee is properly trained to carry out the duties and use the equipment.

### **31. Standard Required**

31.1. The Employee must:

- a. take all necessary precautions in performing the work assigned to the Employee to ensure that:
  - i. the work is performed safely; and
  - ii. the Employee does not endanger the Employee's own health or safety or the health or safety of anyone else;
- b. comply with all health and safety requirements of the Employer;
- c. report to the Employer any hazard, incident or injury of any kind in the workplace, or if the Employee becomes aware of any genuine and imminent threat to the health or safety of the Employee or anyone else arising from the performance of the Employee's or a co-worker's work;
- d. comply with all workplace safety laws and regulations in performing the work;
- e. participate fully in any safety training provided by the Employer and abide by all policies of the Employer that relate to occupational health and safety; and
- f. obey all lawful and reasonable directions of the Employer in relation to any requirement that the Employee uses any safety equipment, wears protective clothing or noise protection devices, and abides by any methods or policies devised for the safe performance of work.

### **32. Confidentiality**

32.1. The Employee must, at all times during and after the term of the Employee's employment, keep the Confidential Information (as defined by clause 3) confidential.

32.2. The obligations of confidentiality under this Agreement do not extend to information that (whether before or after this Agreement is executed):

- a. is public knowledge (other than as a result of a breach of this Agreement); or
- b. is required by law to be disclosed. If the disclosure of Confidential information is required by law, then the Employee must first verify that there is a bona fide legal obligation to give such disclosure and the Employee must not disclose more information than is legally required to be disclosed.

### **33. Return of the Employer's Property**

- 33.1. On termination of the Employee's employment, the Employee must immediately return to the Employer all of the Confidential Information and any equipment, devices, charge cards, mobile phones, credit cards, keys and security passes, and all other property of the Employer which is in the Employee's possession or under the Employee's power or control.
- 33.2. The Employee must also remove all electronically stored files generated during the course of the Employee's employment (including copies of those files) from any personal computer system or electronic device. These files and any copies of the files must be immediately returned to the Employer via USB or other suitable means.

### **34. Employer Policies**

- 34.1. All of the Employer's policies which relate to the standards, conduct, activities and practices which are relevant to the Employee's employment ("Employer Policies") will be available to the Employee either in hard copy or via the Employer's intranet.
- 34.2. The Employee must review and take steps to ensure that the Employee understands and keeps up to date with the Employer Policies.
- 34.3. The Employee must comply with any duties and obligations imposed on the Employee under any of the Employer Policies.
- 34.4. In the event of any inconsistency between the terms of this Agreement and the Employer Policies, this Agreement will prevail to the extent of the inconsistency.
- 34.5. This clause 36 is not intended to create any binding obligation on the Employer to provide the Employee with any benefits conferred on the Employee under any of the Employer Policies, and the Employee and Employer acknowledge and agree that the Employer Policies do not form part of the terms of this Agreement unless expressly agreed in writing between the Employee and the Employer.

### **35. Lost Time and Work Stoppages**

- 35.1. The Employee is not entitled to payment of wages or salary:
  - a. for time lost when there is no work available because the work is unavoidably stopped for reasons outside the Employer's control including, but not limited to, as a result of any power failure, equipment breakdown or natural disaster affecting the Employer's business;  
or
  - b. during periods when the Employee is not at work, or is unable to attend work, as a result of any industrial action affecting the Employer's business.
- 35.2. The Employer will endeavour to provide the Employee(s) with notice (where possible) of any work stoppages which are beyond the Employer's control.
- 35.3. Any periods that the Employee is absent from work as a result of an unavoidable work stoppage, will not break the Employee's continuity of service with the Employer.

### **36. Accident Pay**

- 36.1. In this Agreement, Accident Pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the Employee pursuant to the relevant workers' compensation legislation and the Employee's appropriate rate.

- 36.2. The Employer shall pay an Employee Accident Pay where the Employee receives an injury for which weekly payments or compensation are payable by or on behalf of the Employer pursuant to the provisions of the relevant workers' compensation legislation as amended from time to time.
- 36.3. An Employer shall pay or cause to be paid Accident Pay during the incapacity of the Employee arising from any one injury for a total of 26 weeks whether the incapacity is in one continuous period or not.
- 36.4. The liability of the Employer to pay Accident Pay in accordance with this clause shall arise as at the date of the injury or accident in respect of which compensation is payable under the relevant workers' compensation legislation and the termination of the Employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the Employer to pay accident pay as provided in this clause.
- 36.5. In the event that an Employee receives a lump sum in redemption of weekly payments under the relevant legislation, the liability of the Employer to pay accident pay as herein provided shall cease from the date of such redemption.
- 36.6. An Employer may at any time apply to Fair Work Australia for exemption from the terms of this clause on the grounds that an Accident Pay scheme proposed and implemented by that Employer contains provisions generally not less favourable to the Employees than the provisions of this clause.

## Part 8 - Consultation and Dispute Resolution

### **37. Consultation**

37.1. This term applies if the employer:

- a. has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- b. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

#### **Major change**

37.2. For a major change referred to in clause 37.1(a):

- a. the employer must notify the relevant employees of the decision to introduce the major change; and
- b. clauses 37.3 to 37.9 apply.

37.3. The relevant employees may appoint a representative for the purposes of the procedures in this term.

37.4. If:

- a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b. the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

37.5. As soon as practicable after making its decision, the employer must:

- a. discuss with the relevant employees:
  - i. the introduction of the change; and
  - ii. the effect the change is likely to have on the employees; and

- iii. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - b. for the purposes of the discussion – provide, in writing, to the relevant employees:
    - i. all relevant information about the change including the nature of the change proposed; and
    - ii. information about the expected effects of the change on the employees; and
    - iii. any other matters likely to affect the employees.
- 37.6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 37.7. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 37.8. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clauses 37.2(a), 37.3 and 37.5 are taken not to apply.
- 37.9. In this term, a major change is **likely to have a significant effect on employees** if it results in:
- a. the termination of the employment of employees; or
  - b. major change to the composition, operation or size of the employer’s workforce or to the skills required of employees; or
  - c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - d. the alteration of hours of work; or
  - e. the need to retrain employees; or
  - f. the need to relocate employees to another workplace; or
  - g. the restructuring of jobs.

**Change to regular roster or ordinary hours of work**

- 37.10. For a change referred to in clause 37.1(b):
- a. the employer must notify the relevant employees of the proposed change; and
  - b. clauses 37.11 to 37.15 apply.
- 37.11. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 37.12. If:
- a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - b. the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 37.13. As soon as practicable after proposing to introduce the change, the employer must:
- a. discuss with the relevant employees the introduction of the change; and
  - b. for the purposes of the discussion – provide to the relevant employees:
    - i. all relevant information about the change, including the nature of the change; and
    - ii. information about what the employer reasonably believes will be the effects of the change on the employees; and
    - iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - c. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 37.14. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

37.15. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

37.16. In this term:

relevant employees means the employees who may be affected by a change referred to in clause 37.1.

## **38. Dispute resolution**

38.1. If a dispute relates to:

- a. a matter arising under the agreement; or
- b. the National Employment Standards.

38.2. this term sets out procedures to settle the dispute.

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

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

38.5. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

- a. The Fair Work Commission may deal with the dispute in 2 stages:
- b. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- c. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
- d. arbitrate the dispute; and
- e. make a determination that is binding on the parties.

**Note:** *If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.*

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

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

- a. an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- b. an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
  - i. the work is not safe; or
  - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
  - iii. the work is not appropriate for the employee to perform; or
  - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.

38.7. The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

## Part 9 - Termination of Employment and Redundancy

### 39. Termination of employment

#### Notice of termination by an employee

- 39.1. Clause 39 applies to all employees except those identified in sections 123(1) and 123(3) of the Act.
- 39.2. An employee must give the employer notice of termination in accordance with Table 1—Period of notice of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

Column 1	Column 2
Employee's period of continuous service with the employer at the end of the day the notice is given	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 39.3. In clause 39.2 continuous service has the same meaning as in section 117 of the Act.
- 39.4. If an employee who is at least 18 years old does not give the period of notice required under clause 39.2, then the employer may deduct from wages due to the employee under this Agreement an amount that is no more than one week's wages for the employee.
- 39.5. If the employer has agreed to a shorter period of notice than that required under clause 39.4, then no deduction can be made under clause 39.4.
- 39.6. Any deduction made under clause 39.4 must not be unreasonable in the circumstances.

#### Job search entitlement

- 39.7. Where the employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- 39.8. The time off under clause 39.7 is to be taken at times that are convenient to the employee after consultation with the employer.

### 40. Redundancy

#### Transfer to lower paid duties on redundancy

- 40.1. Clause 40.2 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- 40.2. The employer may:
- give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the Act as if it were a notice of termination given by the employer; or

- b. transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 40.3.
- 40.3. If the employer acts as mentioned in clause 40.2(b), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

#### **Employee leaving during redundancy notice period**

- 40.4. An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the Act.
- 40.5. The employee is entitled to receive the benefits and payments they would have received under clause 40 or under sections 119 to 123 of the Act had they remained in employment until the expiry of the notice.
- 40.6. However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

#### **Job search entitlement**

- 40.7. Where the employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the Act for the purpose of seeking other employment.
- 40.8. If an employee is allowed time off without loss of pay of more than one day under clause 40.7, the employee must, at the request of the employer, produce proof of attendance at an interview.
- 40.9. A statutory declaration is sufficient for the purpose of clause 40.8.
- 40.10. An employee who fails to produce proof when required under clause 40.8 is not entitled to be paid for the time off.
- 40.11. This entitlement applies instead of clause 39.7.

#### **41. Certificate of Service**

- 41.1. On termination of the Employee's employment for any reason, the Employer may supply the Employee with a written certificate of service signed by the Employer or its authorised representative, containing the following information:
- a. the Employee's name;
  - b. the position held by the Employee; and
  - c. the period of the Employee's employment.
- 41.2. The Employer is not required to provide the Employee with a reference (written or verbal) of any kind beyond that which is specified in clause 41.1.

## Schedule A—Classification Structure

### Classification Structure

#### Introductory level Employee

Introductory level Employee means an Employee who enters the industry and who has not demonstrated the competency requirements of a Grade 1 Employee. An Employee at this level will undergo training for up to three months before progressing to Grade 1.

#### Grade 1 Employee

- a) An Employee at this level is an Employee who has completed at least three months training which will include successfully undertaking accredited courses of study or on-the-job training in all of the relevant day-to-day operating processes so as to enable the Employee to perform work within the scope of this level.
- b) An Employee at this level performs work above and beyond the skills of an Employee at Introductory level and to the level of their skills, competence and training.
- c) An Employee at this level may include a Cleaner, Maintenance person, Gardener, Handy person, General attendant, Bowling attendant and Event day attendant.
- d) Such an Employee will possess the following skills and may be required to perform the following duties:
  - i. Performs tasks under direct supervision or in accordance with strictly defined procedures.
  - ii. Is trained in and applies basic customer service skills as required by the section/department.
  - iii. Is required to show minimal judgment.
  - iv. Performs routine functions requiring an understanding of clear procedures or guidelines and may require basic manual skills across work areas within the business.
  - v. Applies basic communication and interpersonal skills in dealing with customers and other workers.
  - vi. Requires basic health and safety knowledge.
  - vii. Generally performs a limited range of tasks of limited complexity and skill.
  - viii. Undertakes general cleaning duties, mowing lawns, laundry duties, brush-cutting, basic repairs to clothing, food preparation, ushering, basic preparation of ingredients, assisting Employees who are cooking, basic cooking and kitchen attending.

#### Grade 2 Employee

- a) An Employee at this level is an Employee who has completed an appropriate level of training so as to enable the Employee to perform work within the scope of this level.
- b) An Employee at this level may include an Assistant to construction technician and/or erector (including persons engaged in maintenance and utility duty), Counter attendant, Receptionist and Cashier.
- c) Such an Employee will possess the following skills and may be required to perform the following duties:
  - i. Is responsible for the quality of their own work subject to routine supervision.
  - ii. Works under routine supervision either individually or in a team environment.
  - iii. Performs tasks under general supervision, exercising limited discretion within defined procedures.
  - iv. Performs work which is subject to final checking and, as required, progress checking.
  - v. Is trained in and applies basic quality/service requirements relating to own work and may be required to give general inquiry assistance to the customer.
  - vi. Applies good interpersonal and communication skills in dealing with customers and other workers.



- vii. Has a good working knowledge of health and safety at this level.
- viii. May assist in on-the-job training of Employees of a lower level.
- ix. May require basic technical skills to perform the work.
- x. A person not qualified in any trade, engaged in or in connection with the in-house preparation, loading or unloading, marking out, carpet laying, fabrication, installation, erection or dismantling of exhibition stands.
- xi. Food preparation, attending counter, handling cash, specific cleaning duties, ordering stock, EFTPOS transactions, maintenance of records, telephone operations, presentations, operate cash register, beer reticulation, maintenance of enclosures and gardens, process invoices, drive forklift, stock control, pruning, irrigation, bar attending, waitering, attending snack bar, non-specialised cooking duties, operate games, ground controller/basic security and general maintenance.

### **Grade 3 Employee**

- a) An Employee at this level is an Employee who has completed an appropriate level of training so as to enable the Employee to perform work within the scope of this level.
- b) An Employee at this level performs work above and beyond the skills of a Grade 2 Employee to the level of their skills, competence and training.
- c) An Employee at this level includes Supervisors and Operators (where four or more are employed).
- d) Such an Employee will possess the following skills and may be required to perform the following duties:
  - i. Works from complex instructions and procedures.
  - ii. Assists in the provision of on-the-job training.
  - iii. Can perform a greater variety of tasks competently in accordance with the established procedures within their work Classification.
  - iv. Can provide assistance for problem solving and work direction.
  - v. Is trained in and can apply a higher level of quality control and customer service.
  - vi. Performs work which is the subject of final checking only.
  - vii. Has good health and safety knowledge.
  - viii. Works individually under general supervision while having the ability to co-ordinate work within a small team environment.
  - ix. Communicates effectively with other workers in their work section.
  - x. Rigs steel or timber components and/or erects or dismantles same on any site or location either as a temporary or permanent structure and includes the preparation, painting and greasing or otherwise lubricating any structural part either fixed or moving either in the employer's workshops or on the site where the stand or fixture or structure is to be erected, dismantled and/or operated.
  - xi. Operates a passenger vehicle, grades garments, maintenance, pattern making, presentations, cocktail or specialised waiter, non-trade cooking, operate a food outlet, bookings and reservations, security officer monitoring and operating CCTV systems.

### **Grade 4 Employee**

- a) An Employee at this level is an Employee who has completed appropriate training or has acquired equivalent competency so as to perform work within the scope of this level. Work performed at this level will be trade level or equivalent.
- b) An Employee at this level includes:
  - i. An Employee who holds a trade certificate or tradespersons rights certificate as an:
    - Engineering tradesperson (electrical/electronic)-Level I;
    - Engineering tradesperson (mechanical)-Level I;

- Engineering tradesperson (fabrication)-Level I, or equivalent;
  - ii. Technical maintenance person;
  - iii. Craftsperson;
- c) Such an Employee will possess the following skills and may be required to perform the following duties:
  - i. Is able to exercise the skills and knowledge of the engineering trade so as to enable the Employee to perform work within the scope of this level or possesses the skills, experience, knowledge, responsibility, expertise and competency to perform work at the trade level.
  - ii. Understands and applies quality control techniques.
  - iii. Exercises good interpersonal and communications skills.
  - iv. Exercises higher level keyboard skills.
  - v. Exercises discretion within the scope of this Classification level.
  - vi. Performs work under limited supervision either individually or in a team environment.
  - vii. Performs non-trade tasks incidental to their work.
  - viii. Performs work that while primarily involving the skills of the Employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.
  - ix. A person qualified in a trade required by the employer engaged in or in connection with in-house preparation, loading or unloading, marking out, carpet laying, fabrication, installation, erection or dismantling.
  - x. Works from complex instructions and procedures and has a thorough understanding of the employer's internal policies and procedures relating to their department.
  - xi. Is able to provide training for other Employees within their specific area of responsibility for skill development.
  - xii. Is able to co-ordinate work in a team environment or work individually under general supervision.
  - xiii. Is accountable for their own work at trade level or equivalent.
  - xiv. Has a thorough knowledge of the health and safety procedures relating to work within their department.
  - xv. Is able to exercise good interpersonal and communication skills in dealing with other workers.
  - xvi. Performs lower level tasks incidental to their work or which facilitate the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.
  - xvii. Has worked or studied in a relevant field for a significant time to ensure competence to undertake and advise on a full range of normal requirements for the work and has the ability to perform a variety of activities involving special or unusual features of the work.
  - xviii. Trade qualified cooking, food production, senior security officer, trade qualified maintenance (i.e. plumbing, spray painting, construction work), liaise with agencies, staff recruitment, menu planning, management of a food outlet, cleaning operators, bar supervisor, maître d', and greenkeeping

### **Grade 5 Employee**

An Employee at this level is an Employee who in addition to being a technician is required to supervise general hands and technicians, and generally supervise projects including basic administration.

### **Grade 6 Employee**

An Employee at this level may include a Head technician maintenance person and Restoration officer.

### **Grade 7 Employee**

- a) An Employee at this level is an Employee who has completed appropriate training and is capable of applying skills learned to the work. An Employee may have specific supervisory duties and the authority to direct other staff; however, the greater percentage of their time need not be spent on management functions.
- b) An Employee at this level performs work of a greater complexity because of one or more of the following factors:
  - i. Level of responsibility and/or management, e.g. administrative, financial, project coordination, technical or post trade, etc.
- c) Such an Employee will possess the following skills and may be required to perform the following duties:
  - i. Would have studied or worked in a relevant area to develop a specialised skill in a particular profession, technical or service field above trade level or its equivalent;
  - ii. Is accountable and responsible for workplace output and can work under pressure;
  - iii. Generally works without supervision;
  - iv. Understands all operations relevant to their job role and department;
  - v. Plans training and establishment development in conformity with employer guidelines;
  - vi. Has excellent knowledge of health and safety requirements;
  - vii. Co-ordinates, supervises and directs the work of others in a team environment.
  - viii. Financial reporting, operational reporting, specialised supervision/direction of five or more staff, specialised maintenance or technical skills.

### **Grade 8 Employee**

An Employee at this level is an Employee who possesses qualifications or experience such as advanced engineering or technical skills or post trade or diploma level or who undertakes duties of a more advanced or complex level.

## Schedule B—Summary of Hourly Rates of Pay and Allowances

### Hourly Rates of Pay – At the commencement of the Agreement

#### Permanent Adult Employee

	Weekly pay rate	Ordinary hours	Sunday	Public Holiday	Overtime - First 3 hours	Overtime - After 3 hours	Overtime - Public Holiday
	100%	100%	150%	250%	150%	200%	250%
Introductory level employee	\$876.49	\$23.07	\$34.61	\$57.68	\$34.61	\$46.14	\$57.68
Grade 1	\$900.46	\$23.70	\$35.55	\$59.25	\$35.55	\$47.40	\$59.25
Grade 2	\$933.20	\$24.56	\$36.84	\$61.40	\$36.84	\$49.12	\$61.40
Grade 3	\$963.90	\$25.37	\$38.06	\$63.43	\$38.06	\$50.74	\$63.43
Grade 4	\$1,014.90	\$26.71	\$40.07	\$66.78	\$40.07	\$53.42	\$66.78
Grade 5	\$1,046.72	\$27.55	\$41.33	\$68.88	\$41.33	\$55.10	\$68.88
Grade 6	\$1,078.45	\$28.38	\$42.57	\$70.95	\$42.57	\$56.76	\$70.95
Grade 7	\$1,107.31	\$29.14	\$43.71	\$72.85	\$43.71	\$58.28	\$72.85
Grade 8	\$1,163.51	\$30.62	\$45.93	\$76.55	\$45.93	\$61.24	\$76.55

#### Casual Adult Employee

	Ordinary Hours
	132.5%
Introductory level employee	\$30.57
Grade 1	\$31.40
Grade 2	\$32.54
Grade 3	\$33.62
Grade 4	\$35.39
Grade 5	\$36.50

Grade 6	\$37.60
Grade 7	\$38.61
Grade 8	\$40.57

**Allowances – At the commencement of the Agreement**

<b>Allowance</b>	<b>Clause</b>	<b>Payable</b>	<b>\$</b>
First Aid Allowance - hourly	20.2	per hour	\$0.52
Meal allowance - overtime of 2 or more hours	20.5	per occasion	\$13.37
Tool Allowance - Tradeperson (other than Carpenters)	20.9	per week	\$15.48
Tool allowance - Carpenters	20.9	per week	\$30.19
Vehicle allowance	20.15	per km	\$0.95

**Signatures**

Signed for on behalf of the Company: Xcell Tenpin Pty Ltd TA Ballina Tenpin Bowl

Signature:



Name: CAMERON WALSH

Position: DIRECTOR

Address: 18 HORIZON DRIVE, WEST BALLINA NSW

Date: 24-11-2023

In the presence of: Witness

Signature:



Name: EMMA WALSH

Position: PROPRIETOR

Address: 18 HORIZON DRIVE, WEST BALLINA NSW

Date: 24-11-2023

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Signed for on behalf of the Employees of the Company Xcell Tenpin Pty Ltd TA Ballina Tenpin Bowl:

Signature:



Name: JI MACEY

Position: HEAD TECH

Address: 76 NORTH CREEK RD, BALLINA NSW

Date: 24-11-2023

In the presence of: Witness

Signature:



Name: MARK HENDERSON

Position: SHIFT SUPERVISOR

Address: 22 BROWN AVE, ALSTONVILLE NSW

Date: 24-11-2023