

ADELAIDE ENTERTAINMENT CENTRE/UNITED VOICE ENTERPRISE AGREEMENT

File No. 1902 of 2013

This Agreement shall come into force on and from 24 May 2013 and have a life extending for a period of three years therefrom.

THE COMMISSION HEREBY APPROVES THIS ENTERPRISE AGREEMENT PURSUANT TO SECTION 79 OF THE FAIR WORK ACT 1994.



A handwritten signature in black ink, appearing to read "Lae Bant".

COMMISSION MEMBER





ADELAIDE
ENTERTAINMENT
CENTRE

ADELAIDE ENTERTAINMENT CENTRE

UNITED VOICE

ENTERPRISE AGREEMENT

AGREEMENT

This Enterprise Agreement is made between of the first part United Voice of 101 Henley Beach Road, Mile End, SA 5031 (hereinafter called United Voice) AND of the second part the ADELAIDE ENTERTAINMENTS CORPORATION of Port Road, Hindmarsh, SA 5007, (hereinafter called the AEC) WITNESSETH that IT IS HEREBY AGREED by and between the parties hereto as follows:

1. TITLE

This agreement shall be known as the ADELAIDE ENTERTAINMENT CENTRE/
UNITED VOICE ENTERPRISE AGREEMENT.

2. ARRANGEMENT

CLAUSE	CLAUSE No	PAGE No
Title	1.....	2
Arrangement	2.....	2
Preamble	3.....	3
Coverage and Persons Bound by this Agreement	4.....	4
Period of Operation	5.....	4
Work Duties Covered by this Agreement	6.....	5
Pay Arrangements	7.....	6
Terms of Engagement for Casual Employees	8.....	9
Other Conditions Applicable to Casual Employees	9.....	10
Amenities	10.....	11
Sexual Harassment	11.....	11
Superannuation	12.....	11
AEC Consultative Committee	13.....	11
Disputes and Grievance Procedure	14.....	13
Training and the Acquisition of Additional Skills	15.....	13
Right of Entry of United Voice Officials	16.....	15
Paid Time Meeting	17.....	15
Posting-up of this Agreement	18.....	16
Time Books and Records	19.....	16
Introduction of Change	20.....	16
Accrual of Long Service Leave	21.....	17

SCHEDULES

Schedule	1	Occupational Superannuation Arrangements
Schedule	2	Hourly Rates of Pay Schedules

3. PREAMBLE

The parties to this Enterprise Agreement are the Adelaide Entertainments Corporation (the AEC), United Voice and the Chief Executive of the Department of the Premier and Cabinet, as the declared employer, for the purposes of the *Fair Work Act 1994* (SA), in relation to the Adelaide Entertainments Corporation.

The AEC being incorporated for the purposes of managing the AEC Board and managing, promoting and sponsoring events and venues at the Adelaide Entertainment Centre, situated at Port Road, Hindmarsh, or elsewhere to foster and assist in the commercial development of the AEC.

The AEC business is that of a venue operator. In this role the AEC may also act as an entrepreneur. The AEC's business is to manage and maintain, for the benefit of the public of South Australia, entertainment, sporting and other venues on behalf of the owner (ie the South Australian Government) and in accordance with the requirements of particular hirers.

This Enterprise Agreement provides for work arrangements which allow for total flexibility and interchange ability of casual staff across all areas of the AEC operations; vis, Functions, Front of House, Back of House, Car Parks, Merchandising, Concessions (including liquor outlets), Ticket Selling, Cleaning, Catering, Crowd Control and Security.

For this reason provision has been made for one rate of pay applicable to all casual work. Provision has also been made for five levels of payment to apply depending on work experience, qualifications, training, work performance and the level of supervisory duties.

As a result of this Enterprise Agreement employees can also access a wide range of work allowing more varied, fulfilling and better paid jobs.

This Agreement also recognises that the normal hours of business for operating venues are different to the normal hours of business applicable in most industries or callings, as venues typically operate on weekends or at nights on weekdays.

Dependent on booking patterns and ticket sales, the availability of casual work at the AEC is uncertain and can only be offered on a sporadic basis. This Agreement recognises that and provides for a framework of arrangements for the rostering of casual staff.

In reaching this Enterprise Agreement arrangements have also been made for training and skills enhancement.

The work arrangements, rates of pay and conditions contained in this Enterprise Agreement have been structured in accordance with the particular features of the AEC business and are the outcome of the Enterprise Bargaining process.

This Agreement has been developed and amended through consultative processes. It is a requirement of this Agreement that those processes continue.

4. COVERAGE AND PERSONS BOUND BY THIS AGREEMENT

This Agreement;

- 4.1 provides for the terms and conditions of employment of casual staff employed in relation to events and functions staged at venues operated by the AEC.
- 4.2 is binding on the Adelaide Entertainment Centre Board and its officers and employees, and the officers and employees of United Voice.
- 4.3 is binding on the Chief Executive of the Department of the Premier and Cabinet as the declared employer for the purposes of the *Fair Work Act 1994* (SA), in relation to the Adelaide Entertainments Corporation.
- 4.3 is made on the basis that if some other body corporate succeeds the Adelaide Entertainment Centre Board as the employer of casual staff at the AEC, during the period of operation of this Agreement, it is the intention of the parties to this Agreement that the succeeding body corporate shall also be bound by this Agreement.

5. PERIOD OF OPERATION

- 5.1 This Agreement will operate for a period of 3 years commencing from the date of approval by the Industrial Relations Commission of South Australia.
- 5.2 This Enterprise Agreement will continue in force until superseded by a replacement Agreement.
- 5.3 The parties, in consultation with their nominal representatives intend to meet and confer to review the agreement by no later than 31 December 2015.

6. WORK DUTIES COVERED BY THIS AGREEMENT

6.1 Casual staff can be required to undertake any or all of the work duties provided for in this clause.

6.2 Work duties covered by the Agreement are as follows:

CAR PARKS: - selling tickets; cash handling; directing traffic and pedestrians; securing and patrolling the parking areas; gate keeping; cleaning; gardening; rubbish and waste removal and work incidental to the above.

USHERING OR CROWD CONTROL: - selling tickets; cash handling; ticket checking / taking / scanning; crowd control, security work including body and bag searching; door keeping; ushering; selling programs, pamphletting and work incidental to the above.

FIXED OR PORTABLE MERCHANDISING OR CONCESSIONS OUTLETS WITHIN OR EXTERNAL TO THE VENUES: - selling products from the confectionery outlets, merchandise outlets, program selling stands and tray selling; cash handling; the receiving, storage and distribution of stock, including the handling of soft drink dispensing equipment and gas canisters; the laying out and display of stock; stocktaking; washing and cleaning of equipment, utensils and serving points; rubbish and waste removal; securing doors and work points; stocktaking and work incidental to the above.

FIXED OR PORTABLE FAST FOOD OUTLETS, KITCHENS AND FUNCTION ROOMS WITHIN OR EXTERNAL TO THE VENUES: - the receiving, storage and distribution of stock; food preparation; cooking, plating, packaging, presentation and layout of food, including the delivery of food and drink to Corporate Suites or other function areas; selling food and drink; cash handling; collecting and washing dishes and cutlery; cleaning of kitchens and other food preparation areas, equipment, utensils, serving areas, rubbish and waste removal; stocktaking; the laying out of tables and chairs; securing doors and work points and duties incidental to the above.

FIXED OR PORTABLE LIQUOR OUTLETS WITHIN OR EXTERNAL TO THE VENUES: - the receiving, storage and distribution of stock including the tapping of kegs; the layout and display of stock for sale, the dispensing/selling of drinks; the preparation, heating, serving and selling of food; cash handling; the collection and washing of glasses, crockery, equipment and utensils; the cleaning of serving areas, tables, and outlets generally; rubbish and waste removal; securing doors and work points and duties incidental to the above.

OTHER DUTIES IN OR ABOUT THE AEC VENUES: - receiving, storing and distribution of liquor; food and general stores; receiving and despatching merchandise; pulling out and pushing back seating platforms; driving fork lifts; laying out and storing chairs; seat numbering; internal and external cleaning out of the total facility, grounds and contiguous areas; repair and maintenance duties; erecting and dismantling AEC supplied staging facilities, erecting and dismantling sets, equipment or other facilities controlled by the hirer, when

required to do so by the hirer; erecting and dismantling crush barriers and other crowd control facilities as required; upkeep of grounds; pest control; the manning of controlled areas; crowd control and security duties generally; the attending to building emergencies and first aid duties, and work incidental to the above.

7. PAY ARRANGEMENTS

7.1 Statement of skill levels and other factors relevant to grading for rates of pay purposes.

Level 1 ENTRY LEVEL FOR ALL CASUAL EMPLOYEES

This rate applies to a casual employee who has not undertaken any accredited training, or has less than 50 hours work experience with the AEC or has less than 50 hours of satisfactory and relevant work experience within the Hospitality or related industry, or who has had less than 10 engagements in comparable work within the Hospitality or related industry.

This rate applies to all casual employees on commencement of employment and up to accrual of 50 hours satisfactory work experience with the AEC.

Level 2 EMPLOYEES WITH SOME EXPERIENCE AND TRAINING

This rate applies to a casual employee who has more than 50 hours work experience with the AEC or more than 50 hours relevant and satisfactory work experience within the Hospitality or related industry, or who has had more than 10 engagements in comparable work within the Hospitality or related industry, or who has successfully undertaken Hospitality Industry accredited training relevant to a range of work duties offered with the AEC.

This rate applies to employees who have satisfactorily completed a minimum of 50 hours work experience with the AEC.

Level 3 EXPERIENCED AND/OR MULTI-SKILLED EMPLOYEES

This rate applies to a casual employee who in the opinion of the Employer has achieved experienced worker standard in a range of work duties required to be undertaken by that employee with the AEC or who has successfully completed more than 2 years relevant and satisfactory work experience involving a minimum of 24 rostered calls within those 2 years or whom is appointed to assist in the supervision of casual employees at a lower grade.

Level 4 SUPERVISOR

This rate applies to a Level 3 casual employee who is allocated supervisory duties at times, including the “on the job training” of lower graded workers or who is required to present formal training programs to casual staff on behalf of the AEC.

Any employee, who performs at this level in excess of 90% of their time in any given 12-month period, shall thereafter be classified at Level 4.

Level 5 SENIOR SUPERVISOR

This rate applies to Senior Supervisors who oversee the work of Level 4 Supervisors.

Those working as cooks shall be paid no less than level 4.

7.2 Grading Assessment Disputes

Unresolved disputes as to how a casual employee is classified by the Employer shall be referred to the Consultative Committee for investigation and decision. If such a dispute is not settled by the Consultative Committee to the satisfaction of an Employee then the Disputes and Grievance Procedure provided for elsewhere in this Agreement shall be followed.

7.3 Rates of Pay

7.3.1 Hourly rates payable to employees covered by this agreement are attached in Schedule 2 and apply for all time worked.

7.3.2 The hourly rates payable to employees contained in Schedule 2 shall be increased in line with the *Hotels, Clubs Etc Award* or its successor, plus 2%.

7.3.3 A 50% casual loading on the minimum hourly rate shall be paid for all time worked, and no other loading shall apply unless provided for in this agreement.

7.3.4 The hourly rate of pay applicable for induction training is calculated at 75% of the hourly rate pursuant to 7.3.3.

7.4 Award Nexus

The hourly rates of pay applicable for levels 1 to 5 provided for in Schedule 2 to this agreement have a nexus with levels 1 to 5 of the Adult rate as provided for in the *Hotels, Clubs, etc Award* or its successor.

7.5 Junior Rates

- 7.5.1 "Juniors" refers to casual employees below the age of 18 years employed as traysellers, carpark attendants, in merchandise, food or confectionary outlets and/or cleaners.
- 7.5.2 Juniors shall be paid 60% of the adult rates prescribed in Schedule 2 attached.
- 7.5.3 Juniors may be paid for tray selling work on any rostered call on a commission basis provided that earnings on commission exceed those otherwise provided for in this clause and provided further that any changes in the juniors incentive arrangements shall be discussed pursuant to clause 20, Introduction of Change, prior to any such changes being implemented.
- 7.5.4 A ratio of no more than one junior to three adult workers shall be observed in relation to the allocation of juniors to work in any of the work areas outlined in 7.5.1 excluding traysellers and car park attendants.

7.6 Components included in the rates of pay

- 7.6.1 recognition of the 38 hour week standard,
- 7.6.2 recognition of efficiencies resulting from the adoption of integrated and flexible work practices and cost savings resulting there from,
- 7.6.3 the peculiar work arrangements, facilities and amenities applicable to venues operated by the AEC,
- 7.6.4 a loading in lieu of payment that may otherwise have applied for Public Holidays, Overtime, Penalties and Allowances including Shift Allowances and in recognition that the rates contained in this Agreement apply to casual work undertaken at any time on any day.

7.7 Extended hours of work

An extended hours of work loading shall be paid to casual employees who are required to work in excess of 10 hours (not including time taken for meal intervals provided for in this Agreement) from the commencement of a shift.

The loading shall be an additional amount for time worked in excess of 10 hours equivalent to 30% of the hourly rate of pay provided for in Schedule 2 of this Agreement.

7.8 Payment of Wages

- 7.8.1 All monies payable to casual employees shall be paid on Thursday of each week by electronic transfer of funds into that employee's bank

account in respect of the pay week commencing on Tuesday and finishing at midnight on the Monday preceding the pay day.

- 7.8.2 Each employee shall be supplied with a statement in writing showing how their pay has been made up including details of any deductions.

8. TERMS OF ENGAGEMENT FOR CASUAL EMPLOYEES

- 8.1 Subject to this Agreement casual employees shall be paid a minimum of three and a half (3½) hours for any rostered call, three (3) hours for Juniors, provided that casual employees engaged to work on functions (for example, but not limited to breakfasts, seminars, etc) may be engaged for a minimum period of two (2) hours subject to the following:
- 8.1.1 Functions mean where the primary focus is the provision of food and / or beverage to patrons, or utilises the designated function areas that are not associated with a publically ticketed event staged by the AEC.
- 8.1.2 Staff called for availability at these functions are to be notified at the time of the call that the shift may be a two (2) hour minimum and the nature of the function;
- 8.1.3 Any staff member not accepting the two (2) hours minimum shift will not be prejudiced in relation to the offer of future work;
- 8.1.4 This provision will not be used by the AEC as a precedent in any other area of the AEC.
- 8.2 Subject to this Agreement casual employees shall be paid a minimum rostered call as per 8.1, provided that training calls may by agreement with United Voice attract a minimum payment of less than three and a half (3½) hours.
- 8.3 Casual employees shall be notified of a rostered shift by telephone, letter and other electronic communication such as e-mail, SMS message or fax as soon as practicable but no less than 24 hours prior to the commencement of a shift. If however there is a change beyond the control of the employer in the staffing levels required for that shift, then that shift may be cancelled up to 24 hours prior to its commencement or with lesser notice in circumstances where the cancellation is made prior to the end of a shift being worked by an employee within the 24 hour period prior to the commencement of the proposed shift.

In the event of unforeseen circumstances arising (such as illness of a rostered employee preventing that employee's attendance at work or where the needs of the hirer or event require it) the employer may call in a replacement or additional staff at any time.

The rostering of a casual employee for work does not require the employer to engage the employee for any part of the rostered period, provided that if an employee reports for work as rostered but is not engaged that casual employee shall be entitled to an amount equivalent to three and a half (3½)

hours pay at the applicable rate, provided that no payment is due where the employer gives 24 hours notice of the cancellation of a rostered shift or as provided for in sub-clause (8.1) of this clause.

- 8.4 Clause (8.1) shall not apply on occasions where the employee arrives for work after their specified rostered time.
- 8.5 Where at the end of a shift an employee is stranded without means of transport home the employer shall accept the obligation of arranging proper transport home for that employee. "Stranded" refers to a deemed emergency situation where an employee finds that their usual means of transport is not available to them.
- 8.6 Where a casual employee not being a Supervisor is required to undertake supervisory duties for part of a shift, payment shall be made at the supervisor rate being Level 4, subject to a minimum period of three and a half hours (3½).
- 8.7 A casual employee required to work for a continuous period in excess of five (5) hours shall be granted an unpaid meal interval of no less than 30 minutes and no more than one hour at a time suitable to the employer, provided that where the supervisor deems it not practicable to grant the meal interval within five (5) hours the employee shall be paid an extra one hours pay calculated at the applicable rate in addition to payment for time worked.

Notwithstanding the above, no employee shall be required or permitted to work more than 8 hours without a meal break.

- 8.8 The employer shall provide an employee required to take a meal interval as provided for in subclause (8.7) later than 1.00am and before 8.00am with a meal at a suitable time during that shift.

9. OTHER CONDITIONS APPLICABLE TO CASUAL EMPLOYEES

9.1 Clothing Arrangements

- 9.1.1 The AEC may require an employee to wear a plain, white shirt or blouse and plain, black slacks or skirt.
- 9.1.2 The AEC shall provide additional uniform items to casual staff. Casual staff may be required to sign a docket detailing the value of such additional uniform items. If such additional uniform items are not returned in reasonable condition (subject to everyday wear and tear) at the end of the shift, the AEC may deduct the value of the clothing (as marked on the docket) from wages owed to the employee.

The AEC reserves the right to vary the additional uniform items as required.

- 9.1.3 Where in the opinion of the AEC the wearing of waterproof or other protective clothing is necessary such protective clothing shall be

supplied and shall remain the property of the employer. Such clothing is returnable at the end of the call in which it is supplied and used.

9.2 Provision of Tools

All tools, implements, and utensils required for the performance of work covered by this Agreement shall be supplied by the AEC without cost to the employee, provided that all tools implements and utensils so provided shall at all times remain the property of the AEC.

10. AMENITIES

The AEC shall provide employees with adequate accommodation for changing clothes, eating, washing and toilet facilities.

11. SEXUAL HARASSMENT

Employees shall be entitled to protection from Sexual Harassment afforded by the South Australian Equal Opportunity Act 1984 as amended from time to time and the AEC shall maintain a Sexual Harassment policy in connection with the Consultative Committee.

12. SUPERANNUATION

The AEC shall make contributions on behalf of each employee to the HOST-PLUS Superannuation Fund in accordance with the arrangements detailed in Schedule 1 of this Agreement.

13. AEC CONSULTATIVE COMMITTEE

- 13.1 There shall be an AEC Consultative Committee made up of four employer representatives and four employees being elected representatives of employees of the AEC (elected in accordance with the requirements of the Occupational Health Safety and Welfare Act 1986). Meetings of the Committee shall be chaired on a rotation arrangement agreed to by the Committee.
- 13.2 The Committee shall meet 3 times per year or more often on an "as required" basis when requested in writing addressed to the CEO by at least 2 members of the Committee, in which case the CEO shall convene the Committee.
- 13.3 Attendance at Committee meetings shall be regarded as paid time subject to a minimum payment of two (2) hours.
- 13.4 The role of the Committee shall be to consider any work-related matter arising on the Agenda including Workplace Health and Safety matters.
- 13.5 All members of the Committee shall have the right to place items on the agenda and reasonable access to the AEC secretarial and photocopying services in relation to matters coming before the committee.

- 13.6 A Minute / Agenda Secretary shall be provided to the Committee by the employer and Minutes shall be posted to each member at their address recorded with the employer for that purpose.
- 13.7 Subject to the election requirements of the Workplace Health and Safety Act 2012 being observed it is intended that the Committee shall also function as a Safety Committee.
- 13.8 Meetings of the Consultative Committee shall be Minuted and copies of Minutes and Agendas forwarded to the State Secretary of United Voice.
- 13.9 The Committee may invite others to its meeting(s) where the attendance of others would expedite Committee business. The issuing of an invitation to attend shall be the decision of the Committee.
- 13.10 The Committee shall reach decisions by consensus.
- 13.11 Prior to implementing any decisions of the Committee, which could lead to significant changes in work practices that decision shall be subject to acceptance by a majority vote of all employees affected.
- 13.12 Any four (4) or more Committee people attending a properly called meeting may form a quorum provided that there are equal numbers of employer and employee representatives present.
- 13.13 The AEC recognises the employee members (United Voice representatives) of the Consultative Committee as the representatives of the workforce, as such the AEC will ensure the following:

Where a Committee representative is asked to attend training courses relevant to the working of the AEC Consultative Committee that person will be paid at the normal time hours and travel expenses reimbursed when receipts are provided.

Any sub committee work will be paid for at normal time hours.

The AEC will provide appropriate communication and information resources to allow the Committee to function efficiently including telephone, fax, photocopier and stationery. Where requested a lockable cabinet will be provided to store Committee information and records.

Access to all relevant company policies and any other information required for the Committee to operate efficiently.

14. DISPUTES AND GRIEVANCE PROCEDURE

- 14.1 Where a dispute arises involving more than one employee, or where an employee has a grievance, that matter shall be referred by the employee(s) involved to their Supervisor for resolution.
- 14.2 Where a dispute or grievance is not resolved to the satisfaction of (an) employee(s) as per (14.1) above that matter shall be referred by the employee(s) involved to the General Manager – Venue Services or the Human Resources Manager for resolution.
- 14.3 Where a dispute or grievance is not resolved to the satisfaction of (an) employee(s) as per (14.2) above that matter shall be referred by the employee(s) involved to the CEO for consideration.
- 14.4 Where a dispute or grievance is not resolved to the satisfaction of (an) employee(s) as per (14.3) above, that matter where requested by the employee shall be referred to a meeting of representatives of United Voice and management specially convened for that purpose.
- 14.5 Where a dispute or grievance is not resolved to the satisfaction of United Voice or the employer as per (14.4) above, that matter shall be referred to the Industrial Relations Commission of South Australia such that the IRCSA may conduct mediation, conciliation and/or arbitration or failing that make recommendations, or a binding determination or order.
- 14.6 Nothing in this procedure shall prevent United Voice or the AEC from referring any industrial matter at any time for the attention of the Industrial Relations Commission of South Australia.
- 14.7 While these procedures are being followed, including reference to Industrial Relations Commission of South Australia, no party to this Agreement shall interfere with the normal performance of work at the AEC.

15. TRAINING AND THE ACQUISITION OF ADDITIONAL SKILLS

- 15.1 The parties to this Agreement recognise that in order to increase efficiency, productivity and competitiveness of the business a commitment to training and skill development is required. Accordingly the parties commit themselves to:
 - 15.1.1 developing a more highly skilled and flexible workforce.
 - 15.1.2 providing employees with career opportunities through appropriate training to acquire additional skills. In this regard the first priority for training shall be in relation to the requirement of the AEC's operations.
 - 15.1.3 removing barriers to the utilisation of skills required in a manner consistent with the nature of the AEC's operations and practicalities.
 - 15.1.4 developing procedures for the objective assessment of skills and training.

- 15.2 Employees are encouraged to undertake training to qualify for progression to higher skill levels.
- 15.3 Employee skills development training will be conducted on the basis of the AEC required skills development training and employee voluntary skills development training.

The AEC required skills development training means skills development training that the AEC requires an employee to undertake as a requirement of their position. All costs associated with this skills development training, including wages, will be paid for by the AEC.

Employee voluntary skills development training means skills development offered to the employee on a voluntary basis by the AEC. All costs associated with voluntary skills development training (except wages) will be paid for by the AEC. No employee will suffer prejudice to their position for declining to undertake voluntary skills development training.

- 15.4 To ensure that commencing employees receive a thorough Induction, the AEC shall provide specific in-house Induction Training relating only to the specific needs of the AEC operations. Comprehensive Induction Training in other areas of the AEC's operations will be offered to existing employees to promote and facilitate multi-skilling. Induction Training at no more than four (4) hours per session will be offered no more than three (3) times per annum. Induction Training will be held in a formal training setting and will not constitute on the job training. Induction Training will be paid at the Induction Training Rate as set out in Schedule 2.
- 15.5 Attendance at the AEC Induction Training is not compulsory. But both parties recognise the advantage to the employee and the employer in multi-skilling to provide advancement opportunities.
- 15.6 The following principles shall govern the content of the formal AEC Training program:
- 15.6.1 the current and future skill needs of the AEC.
 - 15.6.2 the size, structure and nature of the AEC's operations.
 - 15.6.3 the need to develop vocational skills relevant to the AEC's operations.
- As part of this program, training of a general nature relating to the Hospitality Industry may be incorporated. Properly accredited internal and or external trainers shall be used.
- 15.7 The AEC shall make available, up to 152 hours in total in any 12 month period to enable United Voice members being casual employees of the AEC to attend United Voice sponsored training courses.

16. RIGHT OF ENTRY OF UNITED VOICE OFFICIALS

16.1 Inspection of time and wage records

Properly accredited officials of United Voice have the right to inspect the AEC's time and wages records, and question the AEC staff person responsible for the preparation of such records, subject to the following:

- 16.1.1 the official wishing to inspect such records producing an "authorisation to inspect" accompanied by a certificate of authenticity signed by the Registrar of the Industrial Relations Commission of South Australia.
- 16.1.2 such inspection to take place during office hours within the AEC's administration office.
- 16.1.3 that such inspection be by appointment previously arranged with the AEC's Chief Executive Officer or designate.
- 16.1.4 that not more than one such inspection be made in any seven consecutive days.

16.2 Attendance at the worksite

Properly accredited officials of United Voice have the right to enter the AEC's worksites to observe the performance of the work and talk to members of the union they represent, subject to the following:

- 16.2.1 such entry is made with the knowledge and consent of the CEO or designate, such consent shall not be unreasonably withheld.
- 16.2.2 those discussions with members take place in the assembly room or such other place agreed with the CEO or designate provided that such discussions do not interrupt work.

17. PAID TIME MEETING

One official paid union meeting for members of United Voice shall be provided each year provided that the following conditions are observed:

- 17.1 at least 14 days prior notice shall be given to the employer of the holding of such a meeting,
- 17.2 the period of the meeting shall be a maximum of two (2) hours,
- 17.3 such meeting shall be held on the premises of the AEC,
- 17.4 payment of wages shall be made for the duration of the meeting (calculated to the nearest quarter of an hour) only upon the employer receiving from United Voice satisfactory evidence of an employee's attendance at that meeting.
- 17.5 the minimum pay arrangements provided in sub-clause 8.1 of this Agreement shall not apply to this clause.

18. POSTING-UP OF THIS AGREEMENT

A copy of this Agreement shall be posted on United Voice notice board situated in the Staff Amenities rooms of venues operated by the AEC.

19. TIME BOOKS AND RECORDS

19.1 Kept Records

The AEC shall, in addition to and without limiting its obligations keep for the period of six years from the date of termination of employment of an employee a record of:

- 19.1.1 the name and address of each employee
- 19.1.2 the date of commencement of service
- 19.1.3 the employee's classification
- 19.1.4 the date of appointment to classification
- 19.1.5 the employee's date of birth, if under 21 years of age
- 19.1.6 the employee's times of beginning and of ending work on every day (together with note of time allowed for meals and other breaks) and, at the end of each week or fortnight the wages paid. The time book, or time and wages record, shall be signed (wherever practicable) by the employee concerned at the end of each work week or fortnight as the case may be;

19.2 Transmission of records

It is a term of this Agreement that if the AEC business or part of its business changes hands by whatever method, the AEC shall transmit to the new employer all records and books referred to under Clause 19.1.

19.3 Certificate of Appointment by Request

Any employee shall be given a 'Certificate of Appointment' in a form agreed with United Voice on request. The Certificate shall state:

- 19.3.1 Name of Employer;
- 19.3.2 Name of Employee;
- 19.3.3 Classification to which the employee is being appointed;
- 19.3.4 Date of appointment to that grading;
- 19.3.5 Status of employment

20. INTRODUCTION OF CHANGE

20.1 Notification of Intended Changes

- 20.1.1 Where the AEC makes a definite decision to implement changes in production, program, organisation, structure or technology that are likely to have significant effects in employees, the employer shall as

soon as practicable notify the employees who may be affected by the proposed changes and United Voice.

20.1.2 The term of 'significant effects' includes termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours or work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision or alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

20.2 Consultation with Employees and United Voice

20.2.1 The AEC shall discuss with the employees affected and United Voice, among other things, the introduction of the changes referred to in clause 20.1 above, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or United Voice in relation to the changes.

20.2.2 The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 20.1 above.

20.2.3 For the purposes of such discussions, the employer shall provide in writing to the employees concerned and to United Voice all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that the Employer shall not be required to disclose confidential information where disclosure of which, when looked at objectively, would be inimical to the Employer's interests.

21. ACCRUAL OF LONG SERVICE LEAVE

The AEC recognises that casual employees who have maintained a long term employment relationship with the AEC should be rewarded by application of the following provisions:

- a) All employees shall be entitled to Long Service Leave pursuant to the South Australian Long Service Leave Act 1987, subject to the enhancements added below.
- b) An employee's continuity of service will not be affected by a break of service brought about by the AEC where the employee is re-employed or returns to work within three (3) months as opposed to two (2) months referred to in the South Australian Long Service Leave Act 1987.

- c) Where there is a period of more than three (3) months in which an employee has not completed a shift of work and the period of non-availability has been permitted by the AEC continuity of service will not be affected.
- d) Where an employee is not available for work with the AEC for a period in excess of three (3) months, without the permission of the AEC, service for the purpose of this clause is deemed to be broken.

All other provisions of the South Australian Long Service Leave Act 1987 governing continuity of service shall not be affected by this clause.

Additional to the above service provisions the AEC will provide:

- a) Access to payment in lieu of Long Service Leave after 7 years of continuous service, and
- b) Access to payment in lieu of Long Service Leave in respect of subsequent completed years of service beyond 7 years, at the completion of each subsequent year of service, in accordance with the provisions of the Act, and
- c) Payment in lieu of Long Service Leave of up to 100% of the entitlement

An eligible employee would be able to access payment of the entitlement at 7 years and such completed year at their request, or allow each subsequent completed year entitlement to accrue and be taken at their choice or upon cessation of their employment.

Such payment in lieu of Long Service Leave shall only occur at the request of the employee.

Schedule 1

OCCUPATIONAL SUPERANNUATION ARRANGEMENTS

(a) **Definitions**

The '**Fund**' means the HOST-PLUS Superannuation Fund, governed by a Declaration of Trust, which commenced on 1 October 1987.

- (b) (i) '**Eligible employee**' shall mean any employee engaged under the terms of this agreement.

(ii) '**Ordinary time earnings**' for the purposes of this clause means an employee's wage for anytime worked including any "applicable allowances and loadings" paid pursuant to any call pursuant to this agreement.

(c) **Employer Application**

The Employer shall make application to participate in the Fund.

(d) **Employee Application**

(i) An employer shall, within 7 days of an employee becoming eligible for contributions, as prescribed in sub-clause (b)(i) hereof, provide the employee with a Fund membership application form.

(ii) Each eligible employee who is not already a member of the Fund, shall complete a membership application within 14 days of becoming eligible as prescribed in sub-clause (b)(i) hereof.

(iii) If an eligible employee has failed to complete a Fund membership application as at the due date of the first employer contribution, the employer shall provide the Fund with details of the eligible employees current name, address and date of birth.

(e) **Employer Contributions**

(i) An employer shall pay to the Trustees of the Fund a weekly contribution equal to 9% of ordinary time earnings on behalf of each eligible employee. The minimum level of contribution will be adjusted when necessary to comply with the Superannuation Guarantee Charge Act 1992 (Commonwealth).

(f) **Payment from date eligible**

- (i) Notwithstanding the date upon which an employee signs a membership application form, contributions in accordance with subclause (e) of this clause shall be made from the date when the employee became eligible for membership.

Provided that in the case of a casual employee whose gross ordinary time earnings as defined in (b)(ii) hereof is less than \$250 in any calendar month, the employer will not be required to make a superannuation contribution for that employee for that month.

- (ii) The weekly contributions described in sub-clause (e) hereof, shall be remitted to the Fund on a monthly basis for each eligible employee.
- (iii) An employee's eligibility for contributions to the Fund shall cease on the last day of employment with the employer, and the employer shall not make any contributions to the Fund in respect of any period beyond that last day of employment.

(g) **Employee Contribution**

An employee who is a member of the Fund, or who has applied to join the Fund, may in writing authorise the employer to pay into the fund a voluntary additional weekly amount deducted from the employee's wage.

Such an additional amount shall be expressed in whole dollars, and shall only be varied by an instruction in writing from the employee. An employee can immediately discontinue the full voluntary contribution by notifying the employer in writing to discontinue the contribution.

Schedule 2

HOURLY RATES OF PAY APPLICABLE TO THIS AGREEMENT

Date of Operation is from the first pay period commencing on or after 1/07/12.

	<u>Increases Per Hour from 01/07/12 Adult Rate</u>	<u>Adult Hourly Rates Operative from 01/07/12 Award Rate + 2%</u>	<u>Junior Rate - 60% of Adult Rate</u>
Level 1	<u>\$0.73</u>	<u>\$25.60</u>	<u>\$15.36</u>
Level 2	<u>\$0.76</u>	<u>\$26.71</u>	<u>\$16.02</u>
Level 3	<u>\$0.78</u>	<u>\$27.52</u>	<u>\$16.51</u>
Level 4	<u>\$0.81</u>	<u>\$29.01</u>	
Level 5	<u>\$0.87</u>	<u>\$30.87</u>	

It is the intention of the parties to this Agreement that a wage rate of 2% above the Award rate will be maintained. Accordingly, the rates of pay contained within this Agreement will be increased by the same quantum and at the same time as any increases in rates of pay occurring within the Hotels and Clubs Etc. Award, that occur during the life of this Agreement.

Schedule 2

INDUCTION TRAINING RATE	
<u>Hourly Rates Operative from 01.10.11</u>	<u>Hourly Rates Operative from 01.07.12</u>
<u>\$18.66</u>	<u>\$19.20</u>

The hourly rate of pay applicable for Induction Training provided for in Schedule 2 is calculated at 75% of the Level 1 Adult rate as provided for in Schedule 2.