

ENTERPRISE AGREEMENT

NO. EA 98/157
.....

DATE REGISTERED.....18-5-98

PRICE \$ 74-00
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**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/157

TITLE: Old Sydney Town Enterprise Agreement 1997

I.R.C. NO: 98/1803

DATE APPROVED/COMMENCEMENT: 18 May 1998 and commenced 1 December 1997.

TERM: Expires 1 December 2000

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 37

COVERAGE/DESCRIPTION OF

EMPLOYEES: All employees engaged in the performance of all work in or in connection with the operation of the theme park known as Old Sydney Town, other than senior management staff.

PARTIES: Warwick Amusements Pty Ltd -&- Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, Media, Entertainment and Arts Alliance New South Wales





The following table shows the results of the experiment. The data is presented in a tabular format with several columns and rows of entries. The text is very faint and difficult to read, but it appears to be a list of values or measurements.

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OLD SYDNEY TOWN ENTERPRISE AGREEMENT 1997

(No. IRC 1803 of 1998)

Justice Marks

May 18th 1998

NSW Industrial Relations Commission

Application by the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, New South Wales Branch

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Clause 1 - Title

This Agreement shall be known as the OLD SYDNEY TOWN ENTERPRISE AGREEMENT 1997

Clause 2 - Arrangement

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Clause 3 - Parties Bound and Definitions

(a) "Parties" : this agreement shall be binding on the Australian Liquor, Hospitality and Miscellaneous Workers Union, its officers and members and the Media, Entertainment and Arts Alliance, its officers and members and upon Warwick Amusements Pty. Ltd. and its officers in respect of the operations conducted by said company in or in connection with the theme park known as OLD SYDNEY TOWN.

(b) "100% base rate" : means the rate payable to an employee who is required to perform duties at a skill level equivalent to that of a tradesperson who is properly qualified in terms of established community standards applicable to the type of work being performed, and who is not required to perform ordinary hours of work on Saturdays or Sundays.

(c) "Annual Holidays Act" : means the NSW Annual Holidays Act. 1944

(d) "Approved Industry Fund" : means the Australian Superannuation Savings Employees Trust (A.S.S.E.T.).

(e) "Casual Employee" : means an employee employed and paid as such but shall not include an employee who works under a continuing contract of employment such as would fit the definition of permanent employment unless that employee so elects.

(f) "Continuous service" : means service under an unbroken contract of employment and such service shall be deemed not to have been broken by any absence from work on leave granted by the employer, or any absence of from work by reason of personal illness, injury, or other reasonable cause, proof whereof shall in each case, be upon the employee.

(g) "Day" : means (unless the context otherwise requires) a period equal to the number of hours which the employee normally works on the day in question.

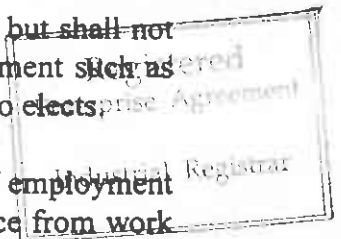
(h) "Employer" : means Warwick Amusements Pty. Ltd. in its capacity as the proprietors of the theme park known as "OLD SYDNEY TOWN", and staff delegated with responsibility for managing the business of "OLD SYDNEY TOWN".

(i) "Ordinary rate of pay" : means the rate of pay for the employee's grade and span of working hours which is provided under Clause 29 of this Agreement.

(j) "Ordinary time earnings" : means an employee's ordinary rate of pay together with any loadings or allowances paid on a regular basis as remuneration for the duties performed by the employee, but does not include any amounts paid by way of reimbursement of expenses or payments made for overtime worked by the employee.

(k) "Parental Leave" : means unpaid leave granted for the purpose of allowing an employee to become the primary care giver to a child for a period not exceeding twelve months in any case, and includes maternity leave, paternity leave and adoption leave.

(l) "Permanent employee" : means a full time or part time employee who is employed under an ongoing contract of employment to work a regular number and pattern of



ordinary hours, being not less than an average of twelve ordinary hours per week and not more than an average of thirty eight ordinary hours per week.

(m) "Primary care giver" : means a person who assumes the principal role of providing care and attention to a child.

(n) "Public Holidays" : means all days gazetted as Public Holidays by the Governor of New South Wales except for Easter Saturday, provided that where an employee is required to work on both an established Public Holiday which falls on a weekend and on a Public Holiday which is gazetted in place thereof then that employee shall be paid in accordance with the provisions of Clause 43 (b) of this Agreement.

(o) "Spouse" : includes de facto spouse and same sex partner.

(p) "Weeks pay" : means the ordinary time rate of pay which the employee receives in respect of the ordinary time which he or she normally works each week or, in the case of termination of employment, the ordinary time which the employee would have worked during each week had his or her employment not been terminated

(q) "Employment Year" : means a period of twelve months commencing on the day on which employment with the employer commenced, or the date of the anniversary of said day

Clause 6 - Objectives :

This agreement is designed to facilitate and encourage improved productivity, efficiency, and customer service and to allow for the gradual elimination of narrow job descriptions and the parallel introduction of fully competency based position descriptions, such as will allow and encourage employees to expand their skills and abilities and to thereby earn a level of remuneration commensurate with the full range of duties performed.

Clause 7 - Area and Incidence :

This agreement shall govern the wages and employment conditions of all employees engaged in the performance of all work in or in connection with the operation of the theme park known as "OLD SYDNEY TOWN", other than senior management staff, but shall not include work performed in or in connection with any adjacent leases or operations other than the operations which were current as at the date of registration of this agreement, whether or not such adjacent leases are partly or wholly held or owned by Warwick Amusements Pty. Ltd.

Clause 8 - Duration and Operation of Agreement

(a) Term : the operation of this agreement shall commence on the 1st of December 1997, and shall continue thereafter for a nominal period of 36 months.

(b) Operation : this agreement supersedes all previous awards and agreements applicable to work performed by employees of OLD SYDNEY TOWN in relation to the classes of employment covered by it and in relation to work which is performed subsequent to this agreement being made.

(c) Variation : in the event that the continued operation of this agreement would be unfair to the parties and / or to the employees covered by it, the parties may agree to vary the agreement subject to any limitations imposed by Section 43 of the NSW Industrial Relations Act 1996. Providing that nothing in this agreement will prevent the parties from entering into a further agreement or agreements in respect of matters not provided for under this agreement. Provided further that after a period of twenty four months from the date of approval of this agreement any party may initiate a review of any of the provisions of the agreement, with a view to modifying the agreement at the end of its nominal term or in the event of the achievement of demonstrable financial profitability, a review of rates of pay during the final 12 months of the nominal period.

Registered
Enterprise Agreement
Industrial Registrar

Clause 9 - Union Rights

(a) Job Delegates : an employee elected as job delegate or co-delegate shall, upon notification thereof to the employer, be recognised as an accredited representative of the Union, and shall thenceforth be allowed the necessary time during working hours to interview the employer's representative on matters affecting employees and / or, without interfering with normal work duties, to interview employees who are members or potential members of the Union on legitimate Union business and / or, subject to prior notification being given to the employer, to interview duly accredited officials of the Union on legitimate Union business.

(b) Facilities : the employer will make available suitable working space and office facilities to assist Union delegates in the discharge of their responsibilities regarding Union matters, provided prior consultation takes place with regard to the use of the facilities, particularly so as to ensure minimal disruption to normal work taking place in the area. Where possible a private area will be made available for use by the Unions at the workplace.

(c) Right of entry : duly accredited officials of the Unions shall have the right to enter the premises of OLD SYDNEY TOWN for the purpose of ensuring the observance of this agreement and / or of any award or order of the Commission applicable to work carried on within those premises, in accordance with the provisions of Section 297 and 298 of the N.S.W. Industrial Relations Act 1996, but subject also to the limitations imposed by that Section, provided that where the official of the Union wishes to discuss any matter then the employer may require reasonable prior notice to have been given.

(d) Records : the employer shall keep, or cause to be kept, time and wages records for all employees for a period of seven years, such records to have entered therein a correct record of the actual hours worked, the times of commencing and finishing work and the wages, overtime payments and allowances paid to each employee. Such records will be produced for inspection by duly accredited officials of the Union, subject to reasonable prior notification having been given to the employer, and such officials of the Union shall have the right to visit the offices of the employer for this purpose and for the purpose of investigating any breach or suspected breach of this agreement. Where requested by the official of the Union, copies of any relevant documents shall be provided to the official of the Union by the employer.

(e) Preference of employment : the employer shall give preference of employment to financial members of the Australian Liquor, Hospitality and Miscellaneous Workers Union and the Media Entertainment and Arts Alliance and no objection shall be taken to, nor shall any discrimination be exercised against any employee because of their union membership or activity.

(f) Deduction of Union Fees : the employer shall support and facilitate employees joining the Unions. Upon receipt of a Union Deduction Authority Form which has been properly signed by an employee, the employer shall deduct union fees from the wages due to said employee and shall remit all amounts so deducted to the appropriate union on a monthly basis. Where a request in writing is made by the Secretary of one of the Unions which is a party to this agreement, then the employer will provide a list of the names of all persons employed by the employer to carry out work covered by this agreement during the three months up to the date of such request, providing that such a list shall not be required to be provided more often than twice in any twelve month period, and provided further that such list shall not include the names of any employees who have expressly directed the employer not to provide their names to the Union/s.

(g) Notice Boards : the employer shall enable a notice board or section of an existing notice board to be available for authorised Union notices which have been signed or counter signed by an authorised Union official or by an accredited Union delegate or co-delegate. A notice informing employees of their right to obtain access to a copy of this agreement pursuant to sub clause (h) of this clause, shall be permanently placed on or near such notice board. ₤

(h) Availability of Agreement : a legible copy of this agreement and of the Schedule of Hourly Rates of Pay provided for under Clause 30 (d) of this agreement shall be kept by the employer in an easily accessible place upon the premises of OLD SYDNEY TOWN and shall, on request by an employee, be made available for perusal by that employee during normal work hours

(i) T.U.T.A. Inc. Training : employees who are nominated by their Union will be granted leave to attend Trade Union Training classes conducted by Trade Union Training Australia Inc. or other training programs agreed between the Unions and the employer, without loss of pay, provided that no more than ten days leave in total shall be granted by the employer under this sub clause in any one year, and provided further that arrangements for such training programs are made with the employer at a reasonable time before attendance at the training program is required.

CLAUSE 10 Dispute Settling Procedure

(a) Objectives : The aim of this procedure will be to promote the resolution of disputes by measures based on communication, consultation, co-operation and discussion. In order to allow for the peaceful resolution of grievances, the parties shall be committed to avoiding stoppages of work, lockouts, bans or limitations on the performance of work while these procedures are being followed. The parties recognise that it is essential that complaints be investigated until the seriousness or otherwise is established and until the complainant is satisfied with the investigation. Nevertheless

sensible time limits shall be applied to the completion of the various stages of the disputes procedure outlined below.

(b) Step 1 : employee/s wishing to raise a problem which directly affects them shall initially raise the matter with their immediate supervisor. If the employee/s desire, an accredited representative of the relevant Union may be present. The supervisor shall take all reasonable steps to reply to the employee/s as soon as possible. If a reply cannot be given by the end of the next working day and the employee is not satisfied that appropriate progress is being made, then the employee may require that the provisions of Step 2 be implemented.

(c) Step 2 : any matter which remains in dispute after Step 1 has been followed shall be referred to the Manager, or to an officer appointed by the manager for this purpose, and to an accredited representative of the relevant Union. Those persons shall fully review the matter and all relevant circumstances relating to it, and all reasonable steps shall be taken in an endeavour to resolve the matter. Either party may invite an official of the relevant Union to become involved in such endeavours. Any decision taken during this step shall be conveyed to the employee/s who originally raised the matter, in writing if so required by the employee/s together with the reasons for such decision.

(d) Step 3 : if the dispute remains unsettled after Step 2 has been followed an appropriate official of the relevant Union will be informed of the nature and details of the dispute and the matter will then be discussed between such official and the Manager (or the officer appointed for this purpose), and those persons shall take all reasonable steps to settle the dispute.

(e) Step 4 : if the dispute remains un resolved after Step 3 has been followed then either the employer or the relevant Union shall have the right to seek the assistance of the New South Wales Industrial Commission in having the matter resolved.

(f) Continuation of Normal Work : while the procedures provided under sub clauses (a) to (e) of this Clause are being followed work shall continue normally.

(g) Occupational Health and Safety Matters : any of the steps outlined above may be bypassed in regard to any dispute involving Occupational Health or safety matters, and any such matters shall take priority over other disputes and shall be dealt with immediately by the employer.

CLAUSE 11 Grading and Anomalies Committee

(a) Function : a Grading and Anomalies Committee will be established, consisting of two employees nominated by the Unions and two persons nominated by the employer.

The Grading and anomalies Committee will have responsibility for hearing and resolving claims of inappropriate gradings and/or other anomalies arising from the implementation of the skills based classification system and other provisions of this agreement.

(b) Rights preserved : the existence of the Gradings and Anomalies Committee will not detract from the rights of either party to seek the assistance of the Commission regarding any matter in dispute.

SECTION - B TERMS of EMPLOYMENT

Clause 11 - Contract of Employment

(a) Basis of employment : employees engaged pursuant to the provisions of this agreement shall be engaged on either a permanent basis (full time or part time) or on a casual basis. Provided that an employee may be appointed for a specified period for the purpose of replacing an employee absent on extended leave or to carry out a particular defined project or to meet a specified short term need.

(b) Casual employment : casual employees will continue to be employed where work is likely to be of an irregular or short term or seasonal nature. Where an existing casual employee declines to accept a permanent position, either part time or full time, then such an employee may continue to be employed on a casual basis.

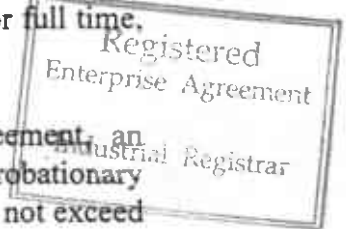
(c) Probation : notwithstanding any other provisions of this agreement, an employee appointed on a permanent basis may initially be appointed as a probationary employee, provided that the duration of any such probationary period shall not exceed three calendar months. Provided further that notwithstanding the provisions of any other clause of this agreement, a probationary employees employment may be terminated by one days notice or in lieu thereof by the payment of or forfeiture of one days pay as the case may be. Where an identifiable problem arises during the course of probation that has the potential to lead to termination, the employee and the relevant union will be advised in writing of this problem and of the action necessary to successfully complete the probationary period.

(d) Extension of Probation Period : where the employment of a probationary employee continues beyond the probationary period then such employee shall be deemed to have been thereby appointed on a permanent basis, unless the employee has been given notice in writing of the intention to extend the probation period for a period of up to one further month. No more than one such extension of probation shall be applied to any one employee.

(e) Change from Casual to Permanent : where a casual employee is to be offered a permanent position, then the initial three month probationary period shall be reduced by the number of hours of work performed by that employee as a casual employee, provided that where such reduction exceeds three months then the provision of sub clause (d) of this clause may be applied to that employee immediately upon commencement of his or her employment in the permanent position.

(f) Live performances only : engagement of actors under the terms of this agreement is for live performances only. Except as provided under Clause 56 of this agreement, the recording of a live production by or on behalf of the employer, by any means whatsoever, and/or the use by the employer of any such recording is expressly prohibited unless prior agreement is reached between the employer, the employee and the Media Entertainment and Arts Alliance.

(g) Cancellation of casual engagements : if an arrangement to perform casual work has been made and such arrangement is subsequently confirmed by the employer then that arrangement will be treated as a contract of employment which is



subject to the provisions of this agreement as from the date and time of day on which the work has been arranged to commence.

Clause 11 - Employment Interviews :

Persons seeking employment at OLD SYDNEY TOWN may be required to attend employment interviews in their own time and at their own expense. Where the employer requires the potential employee to demonstrate his or her skills and/or competency to perform the required duties, a maximum of one shift (of no more than 4 hours) at no pay will be utilised for this purpose.

For Actors this shift may include participation in an audition. Auditions shall not be in public or made before a paying audience. Actors may appear in costume as an observer but shall not perform in scripted or programmed activities.

Clause 12 - Equal Opportunity

(a) No discrimination : except to the extent that a distinction, exclusion or preference is based on the inherent requirements of a particular position, opportunity for engagement as an employee or for advancement in employment shall not be limited or restricted on the grounds of race, colour, sex, sexual preference, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin of the person seeking employment or promotion.

Clause 13 - Termination of Employment

(a) Casual employees : the employment of a casual employee may be terminated by one hours notice by either the employer or the employee, or in lieu thereof by the payment or forfeiture of one hours pay, as the case may be.

(b) Limited term employees : the employment of an employee appointed for a specified period, such as an employee appointed to replace an employee absent on extended leave, shall be terminated without further notice at the end of the specified period, provided that nothing in this sub clause shall prevent the appointment of such an employee to an ongoing position, either at the completion of the period specified for the initial appointment or during that period and provided further that in such case the period of service pursuant to the initial appointment shall count as continuous service for all purposes of this agreement.

(c) Permanent employees : the employment of a permanent employee may be terminated by a period of notice dependant on the employees length of continuous service, as follows

Service	Notice
(i) Less than one year	One week
(ii) One year & up to the completion of three years	Two weeks
(iii) In excess of three years	Four weeks

In addition to the notice provided above, employees who are over forty five years of age at the time the notice is given and who have had not less than two years continuous service, shall be entitled to an additional one weeks notice.

(d) If notice not given by employer : payment in lieu of the notice prescribed in this clause shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(e) Amount of payment in lieu : the amount due as payment in lieu of notice shall be calculated on the basis of ordinary time earnings. as defined.

(f) Notice by an employee ; the notice of termination required to be given by an employee shall be the same as that required of the employer, provided that no additional notice shall be required on the basis of the age of the employee concerned.

(g) If notice not given by employee : if an employee fails to give notice the employer shall have the right to withhold moneys due to the employee, up to a maximum amount equal to one weeks ordinary time earnings as defined.

(h) Time off work during notice : where an employee has given notice of termination to an employee, such employee shall be allowed up to one-days time off work during such period of notice, without loss of pay, for the purpose of seeking other employment. Such time off shall be at a time convenient to both the employee and the employer after consultation.

(i) Statement of service : upon receipt of a request from an employee whose employment has been terminated, the employer shall provide to the employee a written statement specifying the period of the employee's employment and the grade and classification of or type of work performed by the employee.

(j) Misconduct : the periods of notice provided under this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, such as serious misconduct or wilful disobedience, and in such cases wages will be paid up to the time of dismissal only.

(k) Dismissal while on accrued leave : notwithstanding any other provisions of this clause, and except in the case of serious misconduct, no action by the employer to dismiss an employee, or to give notice of dismissal shall take effect during a period in which the employee is legitimately absent from duty on accrued leave and nor shall any such dismissal, or notice thereof, serve to reduce or eliminate any rights or entitlements which may accrue to the employee during his or her absence on accrued leave. Provided further that this sub clause shall not alter the rights of the employer to terminate employment under the provisions of the relevant Workers Compensation legislation.

(l) Unfair dismissal : termination of employment by the employer shall not be harsh, unjust or unreasonable. For the purposes of this sub clause termination of employment shall include termination with or without notice.

Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the grounds of race, colour, sex, sexual preference, marital status, family responsibilities, pregnancy, religion, political opinion, union membership or activity, national extraction and social origin shall constitute a harsh, unjust or unreasonable termination.

Clause 14 - Introduction of Change

(a) Employers duty to notify : where the employer is considering making major changes in production, program, organisation, structure or technology that is likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes.

(b) Significant effects include 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 of work; the need for re training or transfer of employees to other work or locations and the restructuring of jobs.

(c) Employers duty to discuss change : the employer shall discuss with the employees affected and the Unions, among other things, the proposed changes referred to in sub clause (a) hereof, 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 their unions in relation to changes.

(d) Timing of discussions : the discussions shall commence as early as practicable after a decision has been made by the employer to consider the changes referred to in sub clause (c) above. For the purpose of discussion, the employer shall provide in writing to the employees concerned and the Unions, 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 the disclosure of which would be inimical to its interests.

Clause 15 - Redundancy

(a) Discussion before decision to terminate ; where the employer is contemplating a proposal that it no longer wishes the job an employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employee/s directly affected.

(b) Timing of discussions : the discussions shall take place as soon as is practicable after the employer has commenced consideration of a proposal which will invoke the provisions of clause 16 (a) and shall cover, amongst other things, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employee/s concerned.

(c) Reasons in writing : for the purposes of the discussions referred to in sub clause (a) of this clause, the employer shall as soon as practicable, provide in writing to the employee concerned and the appropriate union, all relevant information about the proposed termination including the reasons therefore, the number and categories of other employees likely to be affected, the number of workers normally employed to carry out the type of work which is no longer required to be done by an employee and

the period over which any necessary terminations are likely to be carried out. Provided that the employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the employers interest.

(d) Transfer to lower paid duties : where an employee is transferred to lower paid duties for reasons set out in sub clause (a) above, the employee shall be entitled to the same period of notice of transfer as he/she would have been entitled to if his/her employment had been terminated, and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

(e) Severance pay : in addition to the period of notice prescribed for ordinary termination in sub clause 14 (c) of this agreement, an employee whose employment is terminated for reasons set out in sub clause (a) of this clause, shall be entitled to the following amount of severance pay in respect of a continuous period of service.

Severance Pay -

Service	Under 45 years	45 years of age
Less than 1 year	Nil	Nil
More than 1 year, less than 2 years	4 Weeks Pay	5 Weeks Pay
More than 2 years, less than 3 years	6 Weeks Pay	7.5 Weeks Pay
More than 3 years, less than 4 years	7 Weeks Pay	8.75 Weeks Pay
More than 4 years	8 Weeks Pay	10 Weeks Pay



"Weeks pay" means the ordinary time rate of pay for the employee concerned.

(f) Employee leaving during notice : an employee whose employment is terminated for reasons set out in sub clause 16 (a) of this agreement may terminate his/her employment during the period of notice and, if so shall be entitled to the same benefits and payments under this clause had he/she remained with the employer until the expiration of such notice provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(g) Alternative employment : the employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

(h) Time off during notice period : during the period of notice of termination given by the employer under this clause, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

(i) Proof of attendance at interviews : if the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

(j) Notice to Commonwealth Employment Service : where a decision has been made to terminate employees in the circumstances outlined in sub clause (a) of this

clause. the employer shall notify the nearest Commonwealth Employment Service as soon as possible giving relevant information including the number and type of employees to be affected and the period over which the terminations are intended to be carried out.

(k) Superannuation benefits : subject to further orders of the Commission, where an employee whose employment is terminated pursuant to the provisions of this clause receives a benefit from a superannuation scheme, he or she will only receive under sub clause (e) of this clause, the difference between the severance pay specified in that sub clause and the amount of the superannuation benefit he or she receives as a result of any contribution made by the employer under the provisions of Commonwealth legislation. If this superannuation benefit is greater the amount due under sub clause (e) of this clause then the employee shall receive no payment under that sub clause.

(l) Transmission of business : where the business is before or after the date of this agreement, transmitted from the present owner (in this sub clause called "the transmitter") to another owner (in this sub clause called "the transferee"), an employee of the transmitter shall become an employee of the transferee. In such case the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission and the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transferee. In this sub clause "business" includes trade, process, business or occupation and includes part of any such business, and "transmission" includes transfer, conveyance, assignment, or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

(m) Employees with less than one years service : this clause shall not apply to an employee with less than one year's continuous service and in such cases the general obligation of the employer shall be not more than to give such an employee a reasonable opportunity to obtain a suitable alternative employment, and to take such steps as may be reasonable to facilitate the attainment of such alternative employment.

(n) Employees exempted : this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specific task or tasks.

(o) Incapacity to pay : the employer in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the employers incapacity to pay.

(p) Variation of redundancy provisions : where a redundancy situation affects only a single employee the parties may agree to vary the provisions of this clause to such extent as may be considered necessary in relation to that particular redundancy situation, provided that any such variation shall not result in any reduction in the benefits which would otherwise flow to that employee, and provided further that no such variation will have effect in relation to any employee other than the employee in relation to whom the variation is agreed.

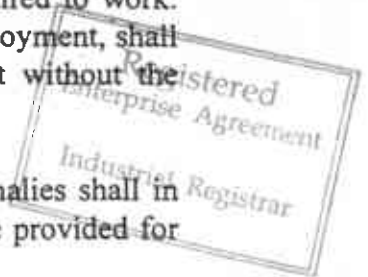
Section C - Grading and Skills

Clause 16 - Grading of Employees

(a) At appointment : on the commencement of employment each employee shall be graded by the employer in one of the grades provided for under Clause 29 of this agreement, in accordance with the table of grades and types of work provided under Clause 18 of this agreement, and in line with the grading criteria attached as an addendum to Clause 19 of this agreement.

(b) In writing : each permanent employee shall receive at the commencement of their employment a letter clearly setting out the status of their employment, the nature of the duties to be performed, the grade at which the employee is employed, the span of hours/days during which the employee may be required to perform ordinary hours of work and a roster of actual hours which the employee will be required to work. Casual employees, upon commencement of their initial contract of employment, shall receive a similar letter to that required for permanent employees but without the requirement to include a roster of actual hours to be worked

(c) Disputes : any disputes regarding gradings and associated anomalies shall in the first instance, be referred to the Grading and Anomalies Committee provided for under Clause 10 of this agreement



Clause 17 - Grade Structure

Attached as addendum

Clause 18 - Grading Criteria

Agreed Broad Criteria attached as addendum

Clause 19 - Job Rotation, Transfers and Mixed Functions

(a) Multi skilling : the employer may direct an employee to carry out such duties as are within the limits of the employees skill, competence and training consistent with the grading structure provided under this agreement and shall be incidental to and/or peripheral to the main task.

(b) Higher duties : an employee required to perform the duties of a higher graded position during the temporary absence of the normal occupant of that position and/or an employee required to perform such duties on a temporary or intermittent basis will be paid the rate provided for the higher graded position while performing these duties.

Clause 20 - Nude / Simulated Sex Scenes :

No employee of OLD SYDNEY TOWN will be required or permitted to perform nude, semi nude or in simulated sex scenes.

Clause 21 - Stunt Performances :

(a) No employee : will be required to undertake "stunt" duties of a nature such as would constitute a contravention of Section 15 of the Occupational Health and Safety Act. 1983 if performed other than by persons graded as "Stunt Performers" or "Stunt

Action Personnel" under the National Stunt Grading Procedure of the Media Entertainment and Arts Alliance

(b) The employer shall obtain a risk audit and safety report on presentation procedures which will be undertaken by a graded safety supervisor or stunt Co ordinator on an annual basis or upon the introduction of significant change in presentation.

Section D - Hours

Clause 22 - Ordinary Hours of Work

(a) Quantum : ordinary hours of work for all full time permanent employees covered by this agreement shall be a maximum of eight per day (but averaging 38 per week) worked over five days each week, said eight hours to be exclusive of meal breaks as provided under Clause 26 of this agreement. Non sequential days may be worked during the first and last weeks of seven day trading providing that rostering is a matter for consultation and agreement with employees during these periods.

(b) Span : ordinary hours may be worked by both casual and permanent employees between the hours as specified hereunder.

(i) Monday to Friday employees : as paid under the provisions of Clause 29 (b) of this agreement

Between 7.00am. and 10.00pm.

(ii) All other employees : as paid under the provisions of Clause 29 (c) of this agreement.

Between 7.00am. and midnight

Subject to the provisions of sub clause (c) of this clause, all time worked outside the span of ordinary hours of work as specified above shall be paid for at overtime rates in accordance with clause 32 of this agreement. Provided further that, for all employees, rostered ordinary hours of work between 8.00pm and midnight on Monday to Friday shall attract a shift penalty in accordance with the provisions of Clause 31(b) of this agreement.

(c) Variation of rostered working hours : by agreement between the employer and the particular employee concerned, working hours may be arranged such that the average hours worked equal thirty eight hours per week, and such that work may commence at or after 6.00am.

(d) Preparation time : duties which are necessarily incidental to the work performed by an employee shall be carried out in accordance with the employers instructions and the time required for such incidental duties shall be treated as time worked. The parties are agreed that for the purposes of this sub clause, no more than thirty minutes in total are required to apply and remove make-up and costumes where these are required to be worn as part of the employees duties.

Clause 23 - Overtime Hours of Work

- (a) Definition : overtime shall be defined as :
- (i) any time worked on a public holiday as defined in this agreement ;
 - (ii) any time worked at weekends unless the employee concerned is being paid the appropriate all inclusive rate for all ordinary hours which the employee so works ;
 - (iii) any time worked in excess of 8 hours in any continuous period. Provided that permanent employees may agree to work a regular period in excess of 8 hours on a number of days each week in order to allow a reduced number of hours on the other day or days during the same week, and in such cases the regular periods in excess of 8 hours so worked shall not be defined as overtime ;
 - (iv) any time worked in excess of 38 hours during any one week, subject to the provisions of clause 23 (c) of this agreement.
- (b) Where continuous with normal work : an employee required to work overtime which extends beyond 6.00pm shall be allowed a half hour meal break and shall be provided with a suitable meal, provided that where exceptional circumstances prevent a meal from being provided by the employer then the employee will be paid a meal allowance at the rate provided under clause 33 of this agreement.
- (c) Minimum break : when overtime is required to be worked it shall wherever reasonably practicable, be so arranged that the employee has at least ten consecutive hours off duty, without loss of pay, before being required to commence the next period of time work. provided that where an employee cannot be allowed at least ten consecutive hours off duty because of the pressing needs of the employer's business then the employee shall be paid at the overtime rate provided under clause 32 (a) of this agreement, for all time worked until the employee is able to take ten consecutive hours off duty. Provided further that by mutual agreement between the employer and the employee the minimum break required shall be reduced to eight hours where the overtime is worked in order to clean up after a function.



Clause 24 - Minimum Shift Length and Call Back

- (a) Minimum : a payment for four hours will apply to each separate period of time worked. This minimum will also apply where the employee is called back to the employer's premises to perform additional work which is not continuous with the employees normal working hours. Provided that in the case of casual and/or overtime work involved in the preparation for and/or finalisation of evening functions a minimum payment for three hours will apply. Provided further that an employee shall not be required to work the full period for which payment is prescribed by this sub clause where the job the employee is called in to perform is completed within a shorter period. The minimum payment provided by this sub clause shall be subject to the provisions of sub clauses (d) and (e) of this clause.
- (b) Call back (overtime) : an employee recalled to work overtime after leaving the employer's premises (whether notified before or after leaving the premises) shall be paid the appropriate overtime rate for the minimum period prescribed by sub clause (a) of this clause, for each period of work for which the employee is so recalled.

(c) Broken shifts (ordinary time) : an employee required to work a second period of ordinary time on any one day after having already worked a period of ordinary time on the same day shall be paid a broken shift loading for each such period of work, in addition to the appropriate ordinary time rate for the minimum period prescribed by sub clause (a) of this clause. The quantum of the loading provided under this sub clause shall be calculated by taking 3.6% of the weekly 100% base rate.

(d) Not broken by meal break : for the purposes of sub clauses (a), (b) and (c) of this clause, two periods of work which are separated only by a meal break as provided under Clause 26 of this agreement shall be treated as being a single period of work.

(e) Exceptions : sub clauses (a), (b) and (c) of this clause shall not apply where the employee resides on, or adjacent to, the employer's premises and said employee returns to the place of work on a customary basis for a specific task or tasks. In such cases payment will be made at the appropriate rate for the time actually worked.

Clause 25- Meal Breaks and Tea Breaks

(a) Meal Break : no employee shall be required to work for more than five hours without being given an unpaid meal break, such meal breaks to be for a period of not less than thirty minutes and not more than one hour, provided that that the employer and an employee may agree to vary the provisions of this clause to meet the circumstances of the work in hand. Provided that in the case of costumed staff who may be required to take their meal in public, the time taken for a meal break shall count as time worked.

(b) Tea Break : in addition to the meal break provided by sub clause (a) of this clause, any employee rostered to work more than three hours on any day shall be given one break of fifteen minutes duration for refreshment, provided that such break will be regarded as time on duty.

(c) Exceptions : employees who are rostered to work ordinary hours for a period of five hours or less on any day shall neither be entitled nor required to take an unpaid leave break during that period.

(d) Additional breaks may be provided & taken in accordance with the provisions of Clause 54 (d) of this agreement.

SECTION E - REMUNERATION

Clause 26 - 100% Base Rate

(a) At Agreement : the 100% base rate provided under this agreement and payable to an employee performing duties at a skill level equivalent to that of a base tradesman shall be, at the date of operation of this agreement, \$429.60

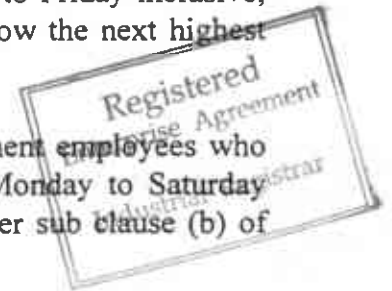
(b) Efficiency Increase : the efficiency gains achieved through the implementation of this agreement will be recognised by increasing the 100% base rate by 1%, 6 months after the operation date, a further 2% ,12 months after the operation date and a further 2%, 24 months after the operation date.

Clause 27 - Community Wage Movements

- (a) Flow on : the parties are agreed that this Agreement shall be varied during its course to include increases through State Wage Cases which flow to Awards, provided that in such circumstances the provisions of Clause 27 (b) will be taken into account.
- (b) Exclusion : the parties are agreed that the increase referred to under sub clause (a) shall not be a matter for consideration during the first twelve months of operation of this agreement.

Clause 28 - Wage Structure

- (a) Grades : the wage structure to be used at OLD SYDNEY TOWN shall consist of a number of grades for which the ordinary rate of pay will be derived in each case from the 100% base rate as defined.
- (b) Monday to Friday - permanent : in the case of permanent employees who may be required to perform ordinary hours of work only on Monday to Friday inclusive, each grade shall attract an ordinary rate of pay which is 3% below the next highest grade and 3% above the next lowest grade.
- (c) Monday to Saturday - permanent : in the case of permanent employees who may be required to perform ordinary hours of work only on Monday to Saturday inclusive, the ordinary rates of pay provided for each grade under sub clause (b) of this clause shall be increased by 10%
- (d) Monday to Sunday - permanent : in the case of permanent employees who may be required to perform ordinary hours of work on Monday to Sunday inclusive, the ordinary rates of pay provided for each grade under sub clause (b) of this clause shall be increased by 20%
- (e) Casual employees : in the case of casual employees, the rates provided under sub clauses (b), (c) and (d) of this clause shall be increased by 20%, such increase to be cumulative upon the increased rates provided under sub clauses (b) and (c) of this clause. In addition, casual employees will be paid a loading in lieu of annual leave which is equal to 1/12 of the ordinary rate of pay for a permanent employee who may be required to perform ordinary hours of work only on Monday to Friday inclusive, provided that this additional loading shall be incorporated as a component of the hourly rates required to be calculated and displayed under the terms of clause 30 of this agreement.
- (f) Penalties : the rates provided under this clause are all inclusive rates which shall be in complete substitution for base rates together with any loadings, allowances and penalties previously paid except for such loadings, allowances and penalties as are otherwise expressly provided for by this agreement.



Clause 29 - Schedule of Hourly Rates of Pay

- (a) Format : the employer shall at all times maintain a schedule of hourly rates of pay prepared in accordance with the provisions of Clause 29 of this agreement. This

schedule shall be divided into six columns such that there is one column covering permanent employees in each of the three available spans of working hours and one column covering casual employees in each of the three available spans of working hours, and into a number of lines such that there is one line applicable to each grade, provided that the line applicable to the 100% base rate shall be appropriately identified.

(b) Legal effect : the hourly rates of pay shown in the schedule provided for under sub clause (a) of this clause for a particular employees grade, span of hours and employment status shall be deemed to be that employees ordinary hourly rate of pay for all purposes.

(c) Other loadings : in addition to the hourly rates of pay, the schedule provided for under this clause shall show the amounts payable in respect of all allowances and loadings payable under this agreement, either as a per hour, per shift or per week amount, as is appropriate in each case, together with the criteria under which such allowances and loadings are payable.

(d) Availability : the schedule provided for by this clause shall be readily available to all employees and shall be permanently attached to the copy of the agreement required to be available to employees under the provisions of clause 8 (h) of this agreement.

Clause 30 - Shift Penalties

(a) Not applicable to weekends : the all inclusive rates provided under clause 29 of this agreement include an appropriate component to cover any requirement for an employee to work ordinary hours during late shifts on either Saturday or Sunday

(b) Monday to Friday : employees required to work ordinary hours during a shift which finishes after 8.00pm. on a Monday to Friday evening shall be paid an hourly loading calculated by taking 10% of the hourly equivalent of the 100% base rate fixed by this agreement.

Clause 31 - Overtime Rates of Pay :

any overtime worked will be paid for as follows :

(a) for all overtime which is not continuous with the employees normal working hours, and for all overtime worked on a Sunday or a Public Holiday - double the employees ordinary rate of pay for each hour worked.

(b) for all other overtime - one and a half times the employees ordinary rate of pay for the first two hours and double the employees ordinary rate of pay thereafter.

Clause 32 - Meal Allowance :

where a meal allowance is required to be paid under the provisions of this agreement then the sum required to be paid shall be calculated by taking 2.5% of the weekly 100% base rate.

Clause 33 - Travelling Expenses

(a) During normal working hours : when an employee in the course of his/her duty, is required to go to any place away from his/her place of employment he/she shall be paid all reasonable expenses actually incurred as a result of such requirement.

(b) Outside normal working hours : when an employee, in the course of his/her duty, is required other than in ordinary working hours to go to any place away from his/her usual place of employment he/she shall be paid all reasonable expenses actually incurred and in addition shall be paid at the ordinary rate for half of any time occupied in travelling outside ordinary working hours which is in excess of the time normally occupied by him/her in travelling from his/her home to his/her usual place of employment.

(c) Employees own vehicle : where an employee is required to use his/her motor car by the employer then he/she shall be paid an amount for each kilometre travelled during such use, calculated by taking 4% of the 100% hourly base rate provided under this agreement.

(d) Living away from home expenses : as at the commencement of this agreement employees are not required to perform duties away from the premises of OLD SYDNEY TOWN such as would require an outlay of living away from home expenses. If these circumstances change then employees will not be required to outlay such expenses until after agreement is reached between the employer and the relevant union as to the level of reimbursement which shall apply to such expenses.

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Clause 34 - First Aid Allowance

(a) Employee appointed as a first aid officer : an employee who is appointed by the employer to perform first aid duty and who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St. Johns Ambulance or similar body, shall be paid a weekly allowance calculated by taking 1.8% of the weekly 100% base rate provided under this agreement.

(b) Training : where an employee attends a course of training in first aid (on the understanding that they will utilise this qualification in the work place), the employer will, on successful completion of the course, reimburse the employee for the actual cost of the course and text book expenses incurred.

Clause 35 - Tools and Personal Effects

(a) Tool allowance : employees employed to carry out trade duties which require tools to be supplied by the employee shall be paid an allowance calculated by taking 4% of the weekly 100% base rate provided under this agreement.

(b) Compensation for loss : the employer shall be liable for the cost of replacement of any tools lost or damaged in the course of normal work practises or personal effects that are lost or damaged in the course of normal employment.

Clause 36 - Responsibility Loadings :

Employees will be appointed to a level in the grading structure that properly reflects the level of responsibility required to be undertaken as a normal and usual part of the

employees duties. Where additional responsibilities are required to be undertaken on a temporary or intermittent basis then the employee during that period will be paid the rate provided for the grade which properly reflects that additional level of responsibility.

Clause 37 - Superannuation

(a) Eligibility : on commencement of employment all employees shall be eligible to become members of the approved industry fund as defined or any other fund offered by OLD SYDNEY TOWN as may be required by relevant Commonwealth legislation.

(b) Contributions : subject to the provisions of Clause 3 (d), superannuation shall be provided and contributions made in accordance with prevailing Commonwealth legislation.

Clause 38 - Junior Rates

(a) Minimum rate : the minimum wage for junior employees, being persons under the age of twenty years shall be the undermentioned percentages of the adult weekly wage prescribed for the type of work and the grade in which the employee is employed.

(i)	at 16 years of age and under	60%
(ii)	at 17 years of age	65%
(iii)	at 18 years of age	75% ⁴
(iv)	at 19 years of age	85%

(b) Exclusions : employees who are capable of and who are consistently required to perform the full range of duties required to be performed by an adult employee occupying a similar position shall be paid the full adult rate for the position, as provided under clause 29 of this agreement. Provided further that junior rates shall not apply to employees employed as actors or as cleaners.

Clause 39 - Annual Leave

(a) Quantum : full time permanent employees shall be entitled to four weeks or one hundred and fifty two hours of annual leave each year in accordance with the provisions of the Annual Holidays Act, for which payment will be made at the employees ordinary rate of pay.

(b) Pro rata : part time permanent employees shall be entitled to four weeks or one hundred and fifty two hours of annual leave each year in accordance with the provisions of the Annual Holidays Act, for which a pro rata payment will be made (at the employees ordinary rate of pay) which is in the same proportion to the period of leave taken as the employees normal weekly hours is to thirty eight hours.

(c) Loading : permanent employees will be paid an annual leave loading for each period of leave given and taken at the rate of 17.5% of the payment due for each such period of leave under the provisions of sub clauses (a) and (b) of this clause, in addition to the payment provided by those sub clauses.

(d) On termination (loading payable) : where the employment of a permanent employee is terminated by the employer for a cause other than serious misconduct, or by the employee by notice duly given in accordance with the provisions of clause 14 of this agreement then the loading payable under sub clause (c) of this clause is also payable in relation to any period of untaken leave which has been accumulated up to the most recent anniversary date of the employees appointment, but such loading is not payable in relation to any pro rata period of leave accumulated in relation to service since that anniversary date.

(e) Casual employees : the 1/12 loading provided for under the provisions of clause 29 (e) of this agreement and incorporated into the hourly rates of pay calculated and displayed in accordance with the provisions of clause 30 of this agreement shall be in complete substitution for any right to a payment in lieu of annual leave provided for casual employees under the provisions of the Annual Holidays Act.

Clause 40 - Long Service Leave :

Employees shall accrue an entitlement to and shall be granted long service leave in accordance with the provisions of the New South Wales Long Service Act 1955. Provided that employees who are registered under the provisions of the Building & Construction Industry "Portable Long Service Leave" Award shall continue to accrue Long Service Leave under that Award during their employment at OLD SYDNEY TOWN.

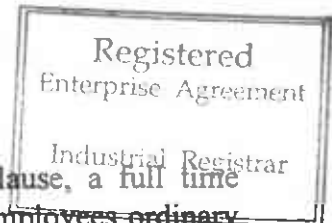
Clause 41 - Sick Leave

(a) Quantum : subject to the following sub clause of this clause, a full time permanent employee who is unable to attend for duty during the employees ~~ordinary~~ working hours by reason of personal illness or personal incapacity not due to his/her own serious and wilful misconduct, shall be entitled to be paid at ordinary time rates of pay for the time of such non attendance for 53.2 hrs (7 Days) during the first year of service and 76 hrs. (10 Days) for each year of service thereafter, provided that an employee shall not be entitled to paid leave under this clause for any period in respect of which there is an entitlement to workers compensation.

Permanent part time employees shall be entitled to a pro rata payment for sick leave in the same proportion of sick leave taken as the employee's normal weekly hours is to thirty eight

(b) Service : permanent employment with the employer before the date of coming into force of this agreement and/or under the provisions of any other agreement or award, shall be counted as service for the purpose of this clause.

(c) Accumulation : the rights under this clause shall accumulate from year to year for so long as the employees employment continues with the employer, so that any part of the entitlement to sick leave which has not been allowed in any year may be claimed by the employee and shall be allowed by the employer in any subsequent year or years of such continued employment provided that in any year an employee shall not be entitled to take more than 380 hours of accumulated sick leave, but provided further that nothing in this sub clause shall serve to reduce the entitlement of an employee who has accumulated an entitlement in excess of the maximum amount of sick leave which may be taken in any one year.



(d) First month : payment for any absence on sick leave in accordance with this clause during the first month of employment of an employee may be withheld by the employer until the employee completes such month of employment, at which time such payment will be made.

(e) Notice : the employee shall, as soon as practicable and where possible before the normal time of commencement, inform the employer of his/her inability to attend for duty and, as far as possible, state the nature of the illness or injury and the estimated duration of the absence.

(f) Proof : an employee who is absent on sick leave for two or more consecutive days shall furnish to the employer such evidence as the employer may reasonably desire that he/she was unable by reason of such illness or injury to attend for duty on the days for which sick leave is claimed. Further, no more than five individual days in any one year may be taken without the employer having the right to request such evidence as the employer may reasonably desire for any further single day absences in that year.

(g) Part time employees : a permanent part time employee shall be entitled to pro rata paid sick leave under the same conditions as apply to full time permanent employees and for a number of hours which is in the same proportion to the entitlement of a full time permanent employee as the part time employees normal weekly hours of work is to thirty eight hours.

Clause 41 A - Personal Carer's Leave :

An employee may, with the consent of the employer, take up to five days of leave in each year of employment to care for a member of the immediate family. An employee is also entitled to use sick leave or unpaid leave to care for a member of the immediate family. Immediate family means an employees spouse, including a de facto or former spouse whether a same sex partner or not, a child or ex nuptual child, parent, grandparent or sibling of the employee or employee's spouse. The employee must if required by the employer establish by production of a medical certificate or statutory declaration the illness of the person concerned and that the illness is such as to require care by another.

Personal Carers Leave shall be in addition to entitlements in Clause 42 but shall not be cumulative

Clause 42 - Public Holidays

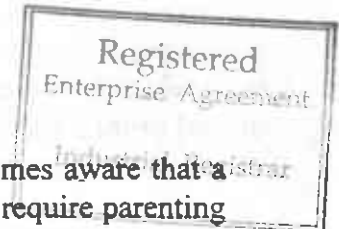
(a) When not worked : permanent employees who are not required to work on a Public Holiday (as defined) will be paid their ordinary rate of pay for 7.6 hours in the case of a full time employee and in the case of a part time employee, for a number of hours which is the same proportion of 7.6 hours as the employees normal weekly hours is of thirty eight hours.

(b) When required to work : an employee required to work on a Public Holiday (as defined) will be paid at the overtime rate as provided under clause 32(a) of this agreement, provided that where an employee is required to work, or be paid, on both an established holiday (Christmas, Boxing or New Years Day, Australia or Anzac Day

which falls on a Saturday or Sunday) and a day gazetted in place of, or in addition to the day on which the holiday falls, then the employee will be paid the appropriate penalty for only one such day, and provided further that where, in relation to any particular employee, the application of a penalty loading to one of those days would result in a higher payment than would application of a penalty loading to the other of those two days then for that employee the penalty loading shall be applied to that day which results in the higher payment.

(c) By mutual agreement where an employee works on a public holiday which falls within the regular working week, payment may be at ordinary time plus a day off in lieu. Where employees work on a public holiday which falls outside of the regular working week payment may be at normal time and a quarter plus a day off in lieu by mutual agreement.

Clause 43 - Parenting Leave - General Provisions



(a) Information as to entitlement : as soon as the employer becomes aware that a particular employee's circumstances are such that the employee may require parenting leave then the employer shall inform the employee of his/her entitlements under the provisions of the relevant clause of this agreement.

(b) Information as to obligations : in the circumstances described in sub clause (a) of this clause the employer shall also inform the employee of the employee's responsibility to notify the employer of all matters in respect of which an obligation to notify the employer is imposed on the employee by the provisions of the relevant clause of this agreement.

(c) Effect if employee not informed : the employer is not entitled to rely on an employee's failure to produce any certificate or to give any notice as is required by the relevant clause of this agreement unless the employer is able to establish that sub clause (b) of this clause has been complied with in relation to the particular employee concerned.

(d) Nature of leave : all parenting leave provided under this agreement is unpaid leave.

(e) Effect of related parenting leave : any entitlement to parenting leave under a clause in this agreement is to be reduced by any period of parenting leave taken by the employee's spouse. With the exception of short paternity leave of up to one week at the time of confinement of an employee's spouse, parenting leave shall not be taken by an employee concurrently with parenting leave being taken by the employee's spouse. An employee applying for an entitlement to parenting leave pursuant to the relevant clause of this agreement shall provide to the employer a statutory declaration stating particulars of any period of parenting leave sought or taken by the employee's spouse.

(f) Increase in period of parenting leave : provided that the maximum period of parenting leave taken does not exceed the period to which the employee is entitled under this agreement any period of maternity leave or any period of extended paternity or adoption leave may be lengthened once only by the employee giving not less than fourteen days notice in writing stating the period by which the leave is to be lengthened. Provided further that the period of any such leave may be further

lengthened any number of times by agreement between the employer and the employee.

(g) Reduction in period of parenting leave : a period of parenting leave granted under this agreement may be shortened once only by the employee giving not less than fourteen days notice in writing stating the period by which the leave is to be shortened. Provided that the period of leave may be further reduced any number of times by agreement between the employer and the employee.

(h) Use of other paid leave entitlements : provided that the aggregate of any parenting leave including leave taken under this sub clause does not exceed the period to which the employee is entitled under the relevant clause of this agreement, an employee may, instead of or in conjunction with parenting leave, take any annual or long service leave or any part of it to which the employee is entitled. Provided further that paid sick leave or other paid absences authorised by this agreement (excluding annual or long service leave) shall not be available to an employee during the period of any absence on parenting leave.

(i) Effect on employment : subject to this clause but notwithstanding any agreement or other provision to the contrary, any absence by an employee on parenting leave does not break the continuity of service of a permanent employee but is not to be taken into account in calculating the period of such service for any purpose.

(j) Termination while absent on parenting leave : the employer shall not terminate the employment of a permanent employee on the ground of her pregnancy, or the employment of any employee on the grounds of the employee's absence on parenting leave, but otherwise the rights of the employer in relation to termination of employment are not affected by the clauses of this agreement which provide for parenting leave. Provided further that an employee on parenting leave may terminate his/her employment at any time during the period of such leave by giving the employer not less than fourteen days notice in writing.

(k) Employee's obligation while absent on parenting leave : an employee shall, if required by the employer to do so, enter into an agreement with the employer that for the period of any parenting leave granted pursuant to the relevant clauses of this agreement the employee shall not engage in any conduct inconsistent with his/her contract of employment.

(l) Replacement employee : for the purposes of the parenting leave provisions of this agreement, a replacement employee is an employee specifically engaged to perform the duties normally performed by a permanent employee who is absent on parenting leave, or to perform the duties normally performed by another employee who has been promoted or transferred so as to temporarily perform the duties normally performed by an employee who is absent on parenting leave. Before the employer engages a replacement employee, the employer must inform that person of the temporary nature of the employment and of the rights of the permanent employee who is being replaced. Provided further that nothing in this sub clause shall be construed as requiring the employer to engage a replacement employee.

(m) Notice by employee of return to work : an employee shall confirm his/her intention of returning to work after an absence on parenting leave by giving the employer not less than four weeks notice in writing of such intention.

(n) Return to former position : an employee returning to work after the completion of any period of parenting leave taken pursuant to the relevant clause of this agreement is entitled to the position which he or she held immediately before commencing such leave or, in the case of a pregnant employee who was transferred to a safe job prior to commencing parenting leave, to the position she held immediately before such transfer. Provided further that where an employee who was previously employed on a full time basis has worked part time in connection with the birth or adoption of a child then the employee shall be entitled to return to his/her former position on a full time basis. Provided further that where the employees former position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, then the employee is entitled to a position as nearly as possible comparable in status and pay to that of his/her former position.

Clause 44 - Maternity Leave

(a) Entitlement : a female employee with at least 12 months continuous service with the employer who becomes pregnant shall, upon application to the employer be entitled to a period of up to 52 weeks maternity leave provided that such leave shall not extend beyond the child's first birthday. Each period of maternity leave shall be unbroken and immediately following confinement include a period of six weeks compulsory leave. provided the maximum period of maternity leave does not exceed the period to which the employee is entitled the period of maternity leave may be lengthened once by the employee giving not less than fourteen days notice in writing to the employer and further lengthened by agreement between the employer and the employee.

(b) Transfer to safe job : wherein the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practical, be transferred to a safe job at the rate and on conditions attaching to that job until the commencement of maternity leave.

(c) Return to work : an employee shall confirm her intention of returning to work by notice in writing to the employer not less than four weeks prior to the expiration of her period of maternity leave, shall be entitled to the position she held immediately before proceeding on maternity leave.

(d) Continuity : such leave shall not be regarded as constituting a break in the continuity of the employment of the employee.

Clause 45 - Paternity Leave

(a) Entitlement : A male employee with at least 12 months continuous service shall be entitled to one or two periods of unpaid paternity leave, the total of which shall not exceed fifty two weeks, including an unbroken period of up to one week at the confinement of his spouse and a further unbroken period of up to fifty one weeks

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Industrial Registrar

in order to be the primary care giver of a child, provided that such leave shall not extend beyond the child's first birthday. Such leave shall be reduced by any period of maternity leave taken by the employees spouse in relation to the same child and shall not be taken concurrently with that maternity leave.

(b) Related leave : an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled.

(c) Return to work : an employee upon returning to work after paternity leave shall be entitled to the position which he held immediately before proceeding on paternity leave.

(d) Continuity : such leave shall not be regarded as constituting a break in the continuity of the employment of the employee.

Clause 46 - Adoption Leave

(a) Entitlement : An employee with at least twelve months continuous service, upon provision to the employer of relevant adoption documentation shall upon application to the employer be entitled to one or two periods of unpaid adoption leave the total of which shall not exceed fifty two weeks including an unbroken period of up to three weeks at the time of the placement of the child and an unbroken period of up to fifty two weeks from the time of its placement in order to be the primary care giver of the child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employees spouse in relation to the same child.

(b) Return to work : An employee upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave.

Clause 47 - Bereavement Leave

(a) Entitlement : an employee shall on the death of a spouse, partner, father, mother, stepfather, stepmother, grandparent, parent in law, child, foster child, step child or grandchild, brother or sister (including step or foster brothers or sisters) or brother or sister in law, be entitled, on notice, to leave up to and including the day of the funeral of such relative and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in three ordinary days worked.

(b) Death outside Australia : where the death of a relative as named in sub clause (a) of this clause occurs outside Australia and the employee does not attend the funeral he/she shall be entitled to one day only unless he/she can demonstrate to his/her employer that additional time up to a period of three days is justified. Provided however that this clause shall have no operation while the period of entitlement to leave under it coincides with any other periods of entitlement to leave.

Clause 48 - Leave for Jury Service

(a) Entitlement : an employee required to attend for jury service during his or her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of wages he or she would have earned had he or she not been on jury service.

(b) Notification : an employee shall notify the employer as soon as possible of the date upon which they are required to attend for jury service. Further the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

Clause 49 - Examination Leave

(a) Entitlement : employees shall be granted leave with full pay in order to attend examinations connected with courses of study relevant to their work and which have been undertaken with the approval of the employer.

(b) Period : the amount of examination leave granted shall be such as to allow the employee to proceed to and from the place of examination.



Clause 50 - Leave for Purposes of Commission Hearings

(a) Entitlement : employees shall be granted such leave as is necessary when required to participate in proceedings before the New South Wales Industrial Relations Commission in which OLD SYDNEY TOWN or its employees are directly involved as an applicant or as a respondent.

(b) Payment : the leave provided under this clause will be granted on the basis that the employee will not suffer any reduction in the remuneration which would have been received if he/she had not been involved in the Commission proceedings.

Clause 51 - Leave Without Pay :

An employee and the employer may agree as to the conditions under which leave without pay may be given and taken, provided that this clause shall not be interpreted as requiring the employer to grant leave without pay or as entitling the employer to require an employee to take leave without pay. Any such period of leave which is taken by agreement between the employee and the employer shall be deemed not to have broken the continuity of the employee's employment but such leave shall not count as service for the purposes of this agreement.

Clause 52 - Payment of Wages

(a) Method : except on termination of employment, wages shall be paid regularly. By agreement between the employer and employees, wages may be paid weekly or fortnightly, and in the case of casuals only, daily, provided that in the absence of agreement, wages shall be paid weekly. Payment shall be made in cash, by cheque or by bank transfer, at the employers discretion, provided that not more than three days pay shall be kept in hand.

(b) Irregular earnings : payment for overtime worked and/or for any other irregular earnings (but not including payment for ordinary time worked on an irregular

basis) shall be made not later than the pay day next succeeding the week in which the payment is earned.

(c) Final payment : on termination of an employee's employment any monies owed to the employee shall be paid on the day of termination or on the next working day or by mutual agreement on the next pay day. Such termination payment shall include all wages and overtime payments due and all payments due in lieu of untaken leave.

(d) Pay slips : the employer shall provide to each employee every pay day and on the employees last day of employment, a full statement of the employee's earnings for that period or part thereof as the case may be. The statement shall be fully itemised and shall include at least the following details

- (i) The employees name and employment number
- (ii) The employees grade, classification and hourly rate
- (iii) The date of payment & period covered by such payment
- (iv) The number of hours paid at ordinary time & the amount thereof
- (v) The number of hours paid at overtime rates & the amount thereof
- (vi) The nature & hours covered by any leave payments & the amount paid therefore.
- (vii) The nature of any additional allowance or loading paid & the amount paid therefore.
- (viii) The total gross amount of taxable income paid by way of wages & allowances
- (ix) The nature of any reimbursement of expenses and the amount paid therefore.
- (x) The amount of contributions paid by the employer into a superannuation fund.
- (xi) The nature of any deductions made and the amount deducted therefore.
- (xii) The net amount of wages and allowances paid.

(e) Waiting time : in the event of any delay in the making up of any payment provided for under this clause, an employee shall be paid at his/her ordinary time rate of pay for all time the employee is kept waiting, provided that proof of deposit by the employer into the appropriate financial institution shall be deemed to be proof of payment for the purposes of this sub clause. The right to claim waiting time shall be waived provided that the employee has been paid his/her ordinary rate of pay and provided further that either the underpayment or error is corrected within 48 hours of notification by the employee to the employer's pay office or that alternative arrangements for payment are agreed between the employer and the employee. Where such correction is not made or such alternative arrangements are not agreed then waiting time as provided by this sub clause shall apply. For the purpose of this sub clause "48 hours" shall mean hours which fall during Monday to Friday inclusive.

Clause 53 - Occupational Health and Safety

(a) Provision of First Aid : the employer shall endeavour to have at least one person trained to render first aid in attendance when work is performed at the establishment. Suitable first aid equipment in a hygienic container shall be available in an accessible place for the use of employees. This equipment shall be regularly inspected and replenished by the employer.

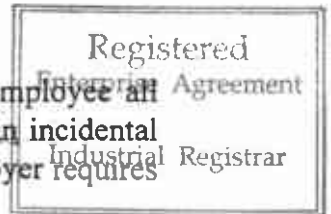
(b) Statutory requirements : the provisions of the Occupational Health and Safety Act 1983 (N.S.W.) and the Workers Compensation Act 1987 (N.S.W.) shall apply and shall take priority over any inconsistency which may arise with any conditions contained in this agreement.

(c) Wet weather : no outdoor performances are to take place in wet weather . The employer will provide waterproof and windproof protective clothing to performers and outdoor workers. The employer is to provide a suitable means to dry wet clothing.

(d) Hot weather : the recommendations of the ALHMWU Policy on working in heat will be observed, however the application of these recommendations will be regulated by mutually agreed guidelines having regard to the specific OLD SYDNEY TOWN operating environment.

Clause 54 - Costume & Make Up

(a) Entitlement : the employer shall supply without charge to the employee all items of costume which the employer requires an employee to wear as an incidental part of the employers duties, together with any make up which the employer requires the employee to use.



(b) On termination : an employee who has been issued with costume under sub clause (a) of this clause will return or account for all items of costume issued provided that this shall not apply to costume issued before the operation date of this agreement or to costume reported lost under the procedure agreed to by the parties.

(c) Footwear allowance : employees required to provide 'authentic' or protective footwear will be entitled, on production of a receipt of purchase, to an reimbursement of up \$60.00 per annum. Employees directed to purchase more than one "style" of footwear in any one year will be entitled to a maximum reimbursement of \$100.00 in alternate years.

Clause 55 - Staff Facilities.

(a) Dressing rooms : the employer shall provide dressing room facilities for all employees equipped in a manner appropriate for the duties required to be performed, together with acceptable toilet and washing room facilities. Without limiting the generality of the foregoing, where employees are required to wear costumes while performing their duties, the dressing rooms provided will include mirrors, proper lighting and lockers with hanging space. The lockers provided in accordance with the provisions of this sub clause shall be of a design such as can be locked with a pad lock provided by the employee.

(b) Meal room : the employer shall provide two meal rooms for use by employees, appropriately equipped for that purpose including facilities and ingredients for making tea or coffee and a refrigerator and where possible, access to a microwave oven.

(c) Maximum strength sunscreen : shall be available for employees use at staff facilities in the park, which shall be no less than 30 plus SPF.

(d) Access: to tea/coffee and cold drinks shall be made available throughout the park utilising the established accounting system.

Clause 56 - Publicity :

Live performances by employees of OLD SYDNEY TOWN may be filmed or otherwise recorded for publicity purposes subject to the following restrictions.

(a) **Prior agreement :** before any such recording is made agreement must be reached between the employer, the employee and the relevant union. Employees will (where possible) be notified at least 24 hours in advance of any recording. Notification will include the name of production and the nature and purpose of the recording.

(b) **Sole Purpose :** recordings made under the provisions of this clause shall be used exclusively for advertising and/or publicity purposes related to the promotion of OLD SYDNEY TOWN, and such recordings shall not be sold or used by the employer for any other purpose.

(c) **Use by other persons :** the employer shall use all means reasonably available to ensure that any still photographs or recordings of an employee which are taken while the employee is carrying out duties as an employee of OLD SYDNEY TOWN are not published or distributed in any form or used for profit by any person, without the prior written agreement of the employee concerned.

(d) **Employees reputation :** employees will not be presented in any promotional material within the control of the employer which can be reasonably described as detrimental to the employee's professional status or reputation. Should a dispute arise between the employer and the employee in this regard, the procedures of the grievance and disputes settlement procedure shall apply.

(e) **Programmes :** where the names and/or biographical details and/or photographs of employees are included in any programme or promotional material produced by or for the employer then the employer shall use all means reasonably available to the employer to ensure that all such material is accurately portrayed.

(f) **Promotion of goods and services :** the employer shall not participate in any commercial tie up or merchandising arrangements which use an employee's name or image in connection with the commercial advertising of goods or services without the employee's written consent and without payment to be agreed between the parties.

Clause 57 - Apprentices

(a) **Conditions :** an apprentice shall be entitled to the general terms and conditions of this agreement.

(b) **Rates of pay :** the rate of wages payable to an apprentice shall be calculated to the following percentage of the 100% base rate provided under this agreement.

(i) **Three years apprenticeship**

- in the first year 60%
- in the second year 75%
- in the third year 90%

(ii) **Four years apprenticeship**

- in the first year 60%
- in the second year 75%
- in the third year 80%
- in the fourth year 90%



ADDENDUM To OLD SYDNEY TOWN Enterprise Agreement 1997

GRADE STRUCTURE

Employees will be graded on Industry based competencies which reflect the skills, knowledge, experience and responsibility required to fulfil the position. Management will assist employees with appropriate levels of support and training to achieve competency standards.

The Job Classifications are broad based for each Department and are intended as an indication of the employees main role. The criteria developed for each Job Description is intended to be constantly evolving in response to business requirements.

This evolution will involve consultation between management, employees and the Unions in the establishment and maintenance of reasonable competency standards and appropriate levels of remuneration.

Grades will be based on a four tier system as follows

TRAINEE :

Employee in the process of attaining a basic level of competency in knowledge, skills and attitude relative to the established requirements.(Limited to a maximum of 300 hours or 6 months employment, whichever is achieved first)

BASE :

Employee with a basic level of competency in the skills, knowledge and attitude relative to the established requirements of the position that enables the employee to perform the basic functions of the position.(Limited to a period of 3 years full time employment provided that where employees do not meet the criteria for the next grading level, then they may be placed at a level that falls between the Base and the Developed wage rate.)

DEVELOPED :

Employee with an extended level of competency in skills, knowledge and attitude relative to the established requirements of the position that enables the employee to perform all necessary functions at a consistent level of performance.

ADVANCED :

Employee with a complete level of competency in skills, knowledge and attitude relative the established requirements of the position that enables the employee to perform all functions of that position at an optimum level.

OLD SYDNEY TOWN - Schedule of Hourly Rates of Pay

100% base = \$429.60 applicable from 11 November, 1997

The following schedule has been prepared in accordance with the provisions of Clause 30(a) of the Agreement, with the hourly rates rounded to the nearest whole cent. The "100% base rate" is represented by Grade 20 in the table. Each Grade in column "A" equals the preceding Grade x 1.03.

- A = "Base Rate" for permanent Mon - Fri employees
 B = All inclusive rate for permanent Mon - Sat employees
 C = All inclusive rate for permanent Mon - Sun employees
 D = All inclusive rate for casual Mon - Fri employees
 E = All inclusive rate for casual Mon - Sat employees
 F = All inclusive rate for casual Mon - Sun employees



D, E and F rates include a 1/12th loading for annual leave, which is added to the casual rate to give a total rate.

	Permanent Employees			Casual Employees		
	A (Base)	B (A x 1.1)	C (A x 1.2)	D (A x 1.3)	E (A x 1.42)	F (A x 1.54)
GRADE 05	\$7.25	\$7.98	\$8.70	\$9.43	\$10.30	\$11.17
GRADE 06	\$7.47	\$8.22	\$8.96	\$9.71	\$10.61	\$11.50
GRADE 07	\$7.69	\$8.46	\$9.23	\$10.00	\$10.92	\$11.84
GRADE 08	\$7.92	\$8.71	\$9.50	\$10.30	\$11.25	\$12.20
GRADE 09	\$8.16	\$8.98	\$9.79	\$10.61	\$11.59	\$12.57
GRADE 10	\$8.40	\$9.24	\$10.08	\$10.92	\$11.93	\$12.94
GRADE 11	\$8.66	\$9.53	\$10.39	\$11.26	\$12.30	\$13.34
GRADE 12	\$8.92	\$9.81	\$10.70	\$11.60	\$12.67	\$13.74
GRADE 13	\$9.18	\$10.10	\$11.02	\$11.93	\$13.04	\$14.14
GRADE 14	\$9.46	\$10.41	\$11.35	\$12.30	\$13.43	\$14.57
GRADE 15	\$9.74	\$10.71	\$11.69	\$12.66	\$13.83	\$15.00
GRADE 16	\$10.04	\$11.04	\$12.05	\$13.05	\$14.26	\$15.46
GRADE 17	\$10.34	\$11.37	\$12.41	\$13.44	\$14.68	\$15.92
GRADE 18	\$10.65	\$11.72	\$12.78	\$13.85	\$15.12	\$16.40

GRADE 19	\$10.98	\$12.08	\$13.18	\$14.27	\$15.59	\$16.91
GRADE 20	\$11.31	\$12.44	\$13.57	\$14.70	\$16.06	\$17.42
GRADE 21	\$11.65	\$12.82	\$13.98	\$15.15	\$16.54	\$17.94
GRADE 22	\$12.00	\$13.20	\$14.40	\$15.60	\$17.04	\$18.48
GRADE 23	\$12.36	\$13.60	\$14.83	\$16.07	\$17.55	\$19.03
GRADE 24	\$12.73	\$14.00	\$15.28	\$16.55	\$18.08	\$19.03
GRADE 25	\$13.11	\$14.42	\$15.73	\$17.04	\$18.62	\$20.19



EXECUTION OF AGREEMENT

The parties to the above arrangement agreed that a copy of this Certified Agreement shall be lodged with the NSW Industrial Relations Commission.

Signed for and on behalf of the Media Entertainment and Arts Alliance

[Signature]

NSW Secretary (Title)

Dated 22 December 1997

Witness

[Signature]
Simon Whiff

Signed for and on behalf of the Australian Liquor Hospitality and Miscellaneous Workers Union

[Signature]

BRANCH SECRETARY (Title)

Dated 2. 2. 98

Witness

[Signature]
A Owen

Signed for and on behalf of Warwick Amusements Pty Ltd.

[Signature]

GENERAL MANAGER (Title)

Dated 13/01/98

Witness

[Signature]

