

Amusement, Events and Recreation Award 2010

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Part 1—Application and Operation

1. Title

This award is the *Amusement, Events and Recreation Award 2010*.

2. Commencement date

This award commences on 1 January 2010.

3. Definitions and interpretation

3.1 In this award, unless the contrary intention appears:

Act means the *Workplace Relations Act 1996* (Cth)

Commission means the Australian Industrial Relations Commission or its successor

employee has the meaning in the Act

employer has the meaning in the Act

enterprise award has the meaning in the Act

enterprise NAPSA means a NAPSA derived from a State award which immediately prior to 27 March 2006 applied only to a single business or a part of a single business

NAPSA means notional agreement preserving a State award and has the meaning in the Act

NES means National Employment Standards

standard rate means the minimum wage for a Grade 4 employee in clause 14.1

3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

4. Coverage

4.1 This industry award covers employers throughout Australia in the amusement, events and recreation industry and their employees in the classifications set out in this award to the exclusion of any other modern award.

4.2 Definition of amusement, events and recreation industry

- (a) **Amusement, events and recreation industry** means the operation of leisure and recreation facilities and centres; sporting, exhibition, convention and amusement complexes; theme parks; heritage, tourism and cultural centres; museums and galleries; animal parks and aquariums; agricultural and horticultural shows, carnivals and amusement parks; ten pin bowling venues;

go-kart racing venues; and amusement arcades, including video games and pinball parlours.

- (b) For the purposes of this clause, **theme parks** means locations or enterprises operating attractions or amusements (whether indoor or outdoor) open to the public through either paid or general admission.

4.3 Exclusions

- (a) This award does not cover employees of employers where the major and substantial activity is the provision of health and fitness services and classes.
- (b) The award does not cover an employee excluded from award coverage by the Act.
- (c) The award does not cover an employer bound by an enterprise award or enterprise NAPSA with respect to any employee who is covered by the enterprise award or enterprise NAPSA.
- (d) Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

5. Access to the award and the National Employment Standards

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6. The National Employment Standards and this award

The [NES](#) and this award contain the minimum conditions of employment for employees covered by this award.

7. Award flexibility

7.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;

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- (d) allowances; and
 - (e) leave loading.
- 7.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- 7.3** The agreement between the employer and the individual employee must:
 - (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
 - (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.
- 7.4** The agreement between the employer and the individual employee must also:
 - (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (b) state each term of this award that the employer and the individual employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 7.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.6** Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 7.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 7.8** The agreement may be terminated:
 - (a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee.
- 7.9** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

Part 2—Consultation and Dispute Resolution

8. Consultation regarding major workplace change

8.1 Employer to notify

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (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 retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

8.2 Employer to discuss change

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1.
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, 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 no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

9. Dispute resolution

- 9.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

- 9.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Commission.
- 9.3** The parties may agree on the process to be utilised by the Commission including mediation, conciliation and consent arbitration.
- 9.4** Where the matter in dispute remains unresolved, the Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 9.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 9.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Part 3—Types of Employment and Termination of Employment

10. Types of employment

10.1 Employees may be employed in one of the following categories:

- (a) full-time;
- (b) part-time; or
- (c) casual.

10.2 Full-time employees

A full-time employee is an employee who is engaged to work 38 hours per week.

10.3 Part-time employees

- (a) An employer may employ part-time employees in any classification in this award.
- (b) A part-time employee is an employee who:
 - (i) works less than full-time hours of 38 per week; and
 - (ii) has reasonably predictable hours of work; and
 - (iii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- (c) At the time of engagement, the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.

- (d) Any agreed variation to the regular pattern of work will be recorded in writing.
- (e) An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.
- (f) An employee who has not met the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 10.4.
- (g) All time worked in excess of the ordinary hours as prescribed in clause 21—Ordinary hours of work and rostering will be overtime and paid for at the rates prescribed in clause 23—Overtime and penalty rates.
- (h) A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

10.4 Casual employees

Employees may be engaged as casual employees subject to the following conditions:

- (a) A casual employee is engaged by the hour for not more than 38 ordinary hours per week Monday to Sunday.
- (b) A casual employee may leave the employer's service or be discharged without notice.
- (c) Casual employees may be employed for up to 10 ordinary hours each day, provided that all time worked in excess of ordinary working hours on any one day or in excess of 38 hours in any one week will be overtime.
- (d) Casual employees will be paid the hourly rates prescribed for the appropriate classification in clause 14—Minimum wages, plus an ordinary time loading of 25%.
- (e) A casual employee will be engaged for a minimum period of three hours work or receive a minimum payment of three hours per engagement, except where the parties otherwise mutually agree.

11. Termination of employment

11.1 Notice of termination is provided for in the NES.

11.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

11.3 Job search entitlement

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

12. Redundancy

12.1 Redundancy pay is provided for in the NES.

12.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

12.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

12.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must 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.
- (b) 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 must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 11.3.

12.5 Transitional provisions

- (a) Subject to clause 12.5(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a NAPSA:
 - (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under the Act had applied to the employee; and
 - (ii) that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.

- (b) The employee's entitlement to redundancy pay under the NAPSA is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.
- (c) This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.
- (d) Clause 12.5 ceases to operate on 31 December 2014.

Part 4—Minimum Wages and Related Matters

13. Classifications

All employees covered by this award must be classified according to the structure and definitions set out in Schedule A—Classification Structure. Employers must advise their employees in writing of their classification upon commencement and of any subsequent changes to their classification.

14. Minimum wages

14.1 Adults

Employees are entitled to the minimum wage prescribed for the classification in which they are employed as follows:

Classification	Weekly	Hourly
	\$	\$
Introductory level employee	543.90	14.31
Grade 1	560.50	14.75
Grade 2	583.00	15.34
Grade 3	603.90	15.89
Grade 4	637.60	16.78
Grade 5	658.50	17.33
Grade 6	679.20	17.87
Grade 7	698.20	18.37
Grade 8	734.90	19.34
Grade 9	816.50	21.49

14.2 Juniors

The minimum rates of wages for unapprenticed junior employees will be the undermentioned percentages of the adult rates prescribed for the classification appropriate to the work performed:

	% of minimum adult rate
Under 17 years	55
17 and under 18	65
18 and under 19	75
19 and under 20	85
20 years	100

14.3 Apprentices

Apprentices must receive the following percentage of the minimum wage for Grade 4:

	%
1st year	47.5
2nd year	60
3rd year	75
4th year	95

14.4 Supported wage system

See Schedule B

14.5 National training wage

See Schedule C

14.6 School-based apprentices

See Schedule D

15. Allowances

15.1 Tractor plant

An employee in charge of a tractor plant must receive an additional payment of 3% of the standard rate, weekly or hourly as the case may be.

15.2 Protective clothing and equipment

Where an employee is required to wear protective clothing (e.g. oilskins, gumboots, overalls, goggles, safety boots, bowling shoes, etc.), the employer must reimburse the employee on proof of purchase for the cost of purchasing such special clothing and equipment. The employee is responsible for maintaining these items in a serviceable condition. The provisions of this subclause do not apply where the clothing and equipment is paid for by the employer.

15.3 Accommodation

Where an employee is required by the employer to live on the premises and is required to act as caretaker, the employee must be paid an allowance equal to the amount of the rental charged by the employer for the accommodation at the said premises.

15.4 Meal allowance

An employee who is required to work overtime for one and a half hours or more immediately after the completion of their ordinary hours of work on an ordinary working day, or immediately after the completion of eight hours of work on a Saturday, Sunday or public holiday, must be paid a meal allowance of \$8.80 unless the employer provides a meal.

15.5 First aid allowance

Any employee holding a first aid qualification from the St John Ambulance or a similar body and who is appointed by the employer to perform first aid duties must be paid an allowance of 2% of the standard rate calculated weekly or hourly as the case may be.

15.6 Uniform allowance

(a) Where the employer requires an employee to wear a uniform, the employer must reimburse the employee the cost of purchasing the uniform. The provisions of this clause do not apply where the uniform is supplied by the employer at the employer's expense. Where the uniform is supplied by the employer, it will remain the property of the employer and must be returned to the employer on the termination of the employee's employment.

(b) If an employee is required to launder any garments that are part of a uniform, the employer will pay an allowance of \$6.62 per week. The provisions of this clause do not apply where the employer launders such garments.

15.7 Transport allowance

Where an employee agrees to a request from their employer to use the employee's own motor vehicle for the purpose of travelling on the employer's business, the employer will pay the employee an allowance of \$0.74 per kilometre travelled.

15.8 Tool allowance

(a) Employees who are required to provide hand tools at their own expense will receive an allowance as follows:

	\$ per week
Tradesperson (other than Carpenters)	12.10
Carpenters	23.60

(b) The above allowance will not apply where the employer supplies all tools without cost to the employee.

15.9 Cancellation/postponement allowances casual employees

Casual employees will be entitled to the following allowances when an engagement is postponed or cancelled:

	% of ordinary rate
Postponement where employee has notice, but has to travel from place engaged to place employed	100%
Events postponed prior to ordinary starting time	50%
Events scheduled at night and postponed after 3.00 pm	50%
Where decision to cancel is made later than 2 hours prior to scheduled starting time	50%

15.10 Employee in charge

Where an employee is in charge of golf links with more than eighteen holes or bowling greens or lawn tennis courts they will receive an extra 5.33% of the standard weekly rate per week.

15.11 Adjustment of expense related allowances

- (a) At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Laundry allowance	Clothing and footwear group
Tool allowance	Tools component of the household appliances, utensils and tools sub-group
Transport allowance	Private motoring sub-group

16. District allowances

16.1 Northern Territory

An employee in the Northern Territory is entitled to payment of a district allowance in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth):

- (a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under that Act had applied to the employee; and
- (b) that would have entitled the employee to payment of a district allowance.

16.2 Western Australia

An employee in Western Australia is entitled to payment of a district allowance in accordance with the terms of a NAPSA or an award made under the *Workplace Relations Act 1996* (Cth):

- (a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under that Act had applied to the employee; and
- (b) that would have entitled the employee to payment of a district allowance.

16.3 This clause ceases to operate on 31 December 2014.

17. Accident pay

17.1 Subject to clause 17.2, an employee is entitled to accident pay in accordance with the terms of:

- (a) a NAPSA that would have applied to the employee immediately prior to 1 January 2010 or an award made under the *Workplace Relations Act 1996* (Cth) that would have applied to the employee immediately prior to 27 March 2006, if the employee had at that time been in their current circumstances of employment and no agreement made under the *Workplace Relations Act 1996* (Cth) had applied to the employee; and
- (b) that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument.

17.2 The employee's entitlement to accident pay under the NAPSA or award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.

17.3 This clause does not operate to diminish an employee's entitlement to accident pay under any other instrument.

17.4 This clause ceases to operate on 31 December 2014.

18. Higher duties

An employee who is required to do work for which a higher rate is fixed than that provided for their ordinary duties must, if such work exceeds a total of four hours on any day, be paid at the higher rate for all work done on such day. In all other cases the employee must be paid the higher rate for the actual time worked.

19. Payment of wages

19.1 Period of payment

- (a) Wages may be paid weekly or fortnightly.
- (b) Wages will be paid no later than Thursday of the agreed pay period, unless the employer and the majority of employees agree to later payment.

19.2 Method of payment

Wages may be paid by cash, cheque or into a nominated bank or financial institution account as agreed between an employer and an employee. If payment is by cash or cheque, wages must be paid during ordinary working hours.

20. Superannuation

20.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

20.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

20.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 20.2.

- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 20.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 20.3(a) or (b) was made.

20.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 20.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 20.2 and pay the amount authorised under clauses 20.3(a) or (b) to one of the following superannuation funds:

- (a) AustralianSuper; or
- (b) HOSTPLUS; or
- (c) AMP CustomSuper; or
- (d) Sunsuper; or
- (e) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund.

Part 5—Hours of Work and Related Matters

21. Ordinary hours of work and rostering

21.1 The ordinary working hours for a full-time employee will not exceed an average of 38 hours per week in accordance with a roster that conforms with one of the following:

- (a) 38 hours in one week;
- (b) 76 hours in two weeks;
- (c) 114 hours in three weeks; or
- (d) 152 hours in four weeks.

21.2 The ordinary hours of work will not exceed eight on any one day. Provided that the ordinary working hours may exceed eight up to a maximum of 10 on any one day by mutual agreement between the employer and the majority of employees involved.

Provided further that the employer and the employee may agree in writing to work shifts of up to 12 hours on any one day.

21.3 Daily working hours for full-time employees will be worked continuously except for meal breaks on not more than five days in any one week Monday to Sunday inclusive.

21.4 Rosters

- (a) All employees must be notified by their employer of their working shifts. At least seven days notice will be given to the employee should any alteration of the rostered shift be made.
- (b) Subject to the approval of the employer, employees may mutually arrange to temporarily change rosters. Rosters so changed will be paid for at the rates applicable to the original roster.

22. Breaks

22.1 Meal breaks—other than casual employees

- (a) An employee other than a casual employee must be allowed a meal break of not less than 30 minutes and not more than 60 minutes, not later than five hours after commencing work.
- (b) **Special meal break provisions**

Where an employee is instructed by their employer to remain on call during their meal period, that period will be paid for at the ordinary rate of pay.

22.2 Rest breaks—casual employees

- (a) Casual employees engaged for a minimum of five hours must be allowed a rest break of 20 minutes without deduction of pay.
- (b) Casual employees required to continue working for a further five hours must be allowed a further rest break of 20 minutes without deduction of pay.
- (c) Both of the above rest breaks must be taken at a time convenient to the employer but not at the beginning or the end of the period of duty.

23. Overtime and penalty rates

23.1 All time worked by any full-time, part-time or casual employee outside the ordinary working hours, or in excess of the rostered working hours as provided on any one day, or in excess of an average of 38 hours per week in any rostered workcycle as provided for in clause 21.1 will be deemed to be overtime and will be paid for at the rate of time and a half for the first three hours and at the rate of double time after that.

23.2 Employees will be entitled to a minimum period of 10 hours break between shifts. Should an employee be required by the employer to resume work without having a break of at least 10 hours between rostered shifts, they will be paid at the rate of double time for all time worked until they have had a break from work of at least 10 hours.

23.3 Sundays and public holidays

- (a) All time worked on a Sunday will be paid for at double time.
- (b) All time worked on a public holiday will be paid for at double time and a half.

- (c) Such extra rates are to be in substitution for and not cumulative upon the shift penalties elsewhere prescribed in this award.
- (d) The minimum payment for work performed on a Sunday or a holiday will be as for four hours worked.

Part 6—Leave and Public Holidays

24. Annual leave

Annual leave is provided for in the NES.

25. Personal/carer's leave and compassionate leave

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

26. Community service leave

Community service leave is provided for in the NES.

27. Public holidays

Public holidays are provided for in the NES.

Schedule A—Classification Structure

A.1 Introductory level employee

- A.1.1** Introductory level employee means an employee who enters the industry and who has not demonstrated the competency requirements of a Grade 1 employee. An employee at this level will undergo training for up to three months before progressing to Grade 1.
- A.1.2** An employee at this level may include a parking attendant (not handling cash), door attendant, general attendant, entrance attendant level 1, gateperson (not on major gates) and bowling attendant.

A.2 Grade 1

- A.2.1** An employee at this level is an employee who has completed at least three months training which will include successfully undertaking accredited courses of study and on-the-job training in all of the relevant day-to-day operating processes so as to enable the employee to perform work within the scope of this level.
- A.2.2** An employee at this level performs work above and beyond the skills of an employee at Introductory level and to the level of their skills, competence and training.
- A.2.3** An employee at this level may include a cleaner, maintenance person, gardener, handyperson, animal attendant, ride attendant, tour guide, car park attendant and bowling attendant.
- A.2.4** Such an employee will possess the following skills and may be required to perform the following duties:
- (a)** Performs tasks under direct supervision or in accordance with strictly defined procedures.
 - (b)** Is trained in and applies basic customer service skills as required by the section/department.
 - (c)** Is required to show minimal judgment.
 - (d)** Performs routine functions requiring an understanding of clear procedures or guidelines and may require basic manual skills across work areas within the business.
 - (e)** Applies basic communication and interpersonal skills in dealing with customers and other workers.
 - (f)** Requires basic health and safety knowledge.
 - (g)** Generally performs a limited range of tasks of limited complexity and skill.
 - (h)** Undertakes general cleaning duties, issuing costumes, grooming, cleaning of enclosures, mowing lawns, laundry duties, brush-cutting, basic repairs to clothing, food preparation, basic preparation of ingredients, assisting employees who are cooking, basic cooking and kitchen attending.

A.3 Grade 2

A.3.1 An employee at this level is an employee who has completed an appropriate level of training which will include successfully undertaking accredited courses of study and on-the-job training, so as to enable the employee to perform work within the scope of this level.

A.3.2 An employee at this level may include an Assistant to construction technician and/or erector (including persons engaged in maintenance and utility duty) Ticket seller, Counter attendant, Receptionist, Programme seller, Cashier and Game warden.

A.3.3 Such an employee will possess the following skills and may be required to perform the following duties:

- (a) Is responsible for the quality of their own work subject to routine supervision.
- (b) Works under routine supervision either individually or in a team environment.
- (c) Assists in the provision of on-the-job training.
- (d) Performs tasks under general supervision, exercising limited discretion within defined procedures.
- (e) Performs work which is subject to final checking and, as required, progress checking.
- (f) Is trained in and applies basic quality/service requirements relating to own work and may be required to give general inquiry assistance to the customer.
- (g) Applies good interpersonal and communication skills in dealing with customers and other workers.
- (h) Has a good working knowledge of health and safety at this level.
- (i) May assist in on-the-job training of employees of a lower level who are undergoing training to attain this level.
- (j) May require basic technical skills to perform the work.
- (k) A person not qualified in any trade, engaged in or in connection with the in house preparation, loading or unloading, marking out, carpet laying, fabrication, installation, erection or dismantling.
- (l) Food preparation, attending counter, handling cash, specific cleaning duties, animal care, ordering stock, hosting duties, operate rides, EFTPOS transactions, maintenance of records, telephone operations, feeding animals, presentations, operate cash register, beer reticulation, maintenance of enclosures and gardens, process invoices, drive forklift, stock control, pruning, irrigation, bar attending, waitering, attending snack bar, non-specialised cooking duties, operate games/amusement rides, ground controller/basic security, general park maintenance.

A.4 Grade 3

A.4.1 An employee at this level is an employee who has completed an appropriate level of training so as to enable the employee to perform work within the scope of this level.

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- A.4.2** An employee at this level performs work above and beyond the skills of a Grade 2 employee to the level of their skills, competence and training.
- A.4.3** An employee at this level includes Supervisors and Operators (where four or more are employed).
- A.4.4** Such an employee will possess the following skills and may be required to perform the following duties:
- (a) Works from complex instructions and procedures.
 - (b) Assists in the provision of on-the-job training.
 - (c) Can perform a greater variety of tasks competently in accordance with the established procedures within their work classification.
 - (d) Can provide assistance for problem solving and work direction.
 - (e) Is trained in and can apply a higher level of quality control and customer service.
 - (f) Performs work which is the subject of final checking only.
 - (g) Has good health and safety knowledge
 - (h) Works individually under general supervision while having the ability to coordinate work within a small team environment.
 - (i) Communicates effectively with other workers in their work section.
 - (j) Rigs steel or timber components and/or erects or dismantles same on any site or location either as a temporary or permanent structure and includes the preparation, painting and greasing or otherwise lubricating any structural part either fixed or moving either in the employer's workshops or on the site where the stand or fixture or structure is to be erected, dismantled and/or operated.
 - (k) Operates a passenger vehicle, handles animals, grades garments, maintenance, pattern making, equine health management, basic stable/animal compound management, presentations, specialised animal care, international host required to speak a second language, cocktail or specialised waiter, non-trade cooking, operate a food outlet, bookings and reservations, basic lifeguarding.

A.5 Grade 4

- A.5.1** An employee at this level is an employee who has completed appropriate training or has acquired equivalent competency so as to perform work within the scope of this level. Work performed at this level will be trade level or equivalent.
- A.5.2** An employee at this level includes:
- (a) An employee who holds a trade certificate or tradespersons rights certificate as an:
 - Engineering Tradesperson (Electrical/Electronic)—Level I;
 - Engineering Tradesperson (Mechanical)—Level I;

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- Engineering Tradesperson (Fabrication)—Level I;
or equivalent;

- (b) Technical maintenance person;
- (c) Craftsperson;
- (d) Interpreter.

A.5.3 Such an employee will possess the following skills and may be required to perform the following duties:

- (a) Is able to exercise the skills and knowledge of the engineering trade so as to enable the employee to perform work within the scope of this level or possesses the skills, experience, knowledge, responsibility, expertise and competency to perform work at the trade level.
- (b) Understands and applies quality control techniques.
- (c) Exercises good interpersonal and communications skills.
- (d) Exercises higher level keyboard skills.
- (e) Exercises discretion within the scope of this classification level.
- (f) Performs work under limited supervision either individually or in a team environment.
- (g) Performs non-trade tasks incidental to their work.
- (h) Performs work that while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.
- (i) A person qualified in a trade required by the employer engaged in or in connection with in-house preparation, loading or unloading, marking out, carpet laying, fabrication, installation, erection or dismantling.
- (j) Works from complex instructions and procedures and has a thorough understanding of the employer's internal policies and procedures relating to their department.
- (k) Is able to provide training for other employees within their specific area of responsibility for skill development.
- (l) Is able to coordinate work in a team environment or work individually under general supervision.
- (m) Is accountable for their own work at trade level or equivalent
- (n) Has a thorough knowledge of the health and safety procedures relating to work within their department.
- (o) Is able to exercise good interpersonal and communication skills in dealing with other workers.

- (p) Performs lower level tasks incidental to their work or which facilitate the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.
- (q) Has worked or studied in a relevant field for a significant time to ensure competence to undertake and advise on a full range of normal requirements for the work and has the ability to perform a variety of activities involving special or unusual features of the work.
- (r) Trade qualified cooking, food production, senior security officer for park, trade qualified maintenance (i.e. plumbing, spray painting, construction work) designs costumes and production, liaise with agencies, staff recruitment, menu planning, animal training, medication of animals, plantation management, animal education duties, management of a food outlet, cleaning operators, projectionist, bar supervisor, maitre d', greenkeeping, specialised performers, advanced lifeguarding.

A.6 Grade 5

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

A.7 Grade 6

An employee at this level may include a Head technician maintenance person, Restoration officer, Museum technician, and Senior animal attendant or trainer.

A.8 Grade 7

A.8.1 An employee at this level is an employee who has completed appropriate training and is capable of applying skills learned to the work. An employee may have specific supervisory duties and the authority to direct other staff; however, the greater percentage of their time need not be spent on management functions.

A.8.2 An employee at this level performs work of a greater complexity because of one or more of the following factors:

- (a) Level of responsibility and/or management, e.g. administrative, financial, project coordination, technical or post trade, etc.
- (b) Such an employee will possess the following skills and may be required to perform the following duties:
 - (i) Would have studied or worked in a relevant area to develop a specialised skill in a particular profession, technical or service field above trade level or its equivalent;
 - (ii) Is accountable and responsible for workplace output and can work under pressure;
 - (iii) Generally works without supervision;
 - (iv) Understands all operations relevant to their job role and department;

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- (v) Plans training and establishment development in conformity with employer guidelines;
 - (vi) Has excellent knowledge of health and safety requirements;
 - (vii) Coordinates, supervises and directs the work of others in a team environment.
- (c) Financial reporting, operational reporting, specialised supervision/direction of five or more staff, specialised maintenance or technical skills.

A.9 Grade 8

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

A.10 Grade 9

A.10.1 An employee appointed to this level undertakes three or more of the following duties:

- (a) Responsible for implementation of all major turf projects for the facility according to Course Architects design.
- (b) Responsible for the development of an annual work program for all outdoor staff that incorporates both further development and continued maintenance.
- (c) Responsible for supervision of all outdoor staff.
- (d) Responsible for the operation and maintenance of all turf equipment.
- (e) Responsible for all occupational health and safety management in outdoor areas.
- (f) Responsible for purchasing within the limits imposed by policy and the budget.
- (g) Responsible for ensuring that all administrative systems are complied with by the staff under their direction.

Schedule B—Supported Wage System

B.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

B.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged

supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

B.3 Eligibility criteria

B.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

B.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

B.4 Supported wage rates

B.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause B.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

B.4.2 Provided that the minimum amount payable must be not less than \$69 per week.

B.4.3 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

B.5 Assessment of capacity

B.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

B.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

B.6 Lodgement of SWS wage assessment agreement

B.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Commission.

B.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Industrial Registrar to the union by certified mail and the agreement will take effect unless an objection is notified to the Commission within 10 working days.

B.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

B.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

B.9 Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

B.10 Trial period

- B.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- B.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- B.10.3** The minimum amount payable to the employee during the trial period must be no less than \$69 per week.
- B.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- B.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause B.5.

Schedule C—National Training Wage

Schedule D—School-based Apprentices

- D.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- D.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- D.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- D.4** For the purposes of clause D.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- D.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- D.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- D.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- D.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice.
- D.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- D.10** If an apprentice converts from school-based to full-time, all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- D.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.