

The employer makes this declaration and completes the declaration form when lodging an employee collective agreement.

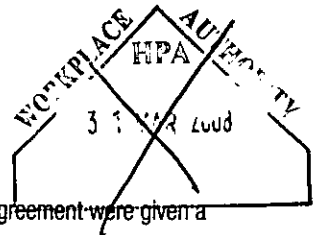
The employer's declaration applies to the employee collective agreement named in the declaration form. The declaration form includes Part A: Employer's declaration, Part B: Agreement and employer details and Part C: The Fairness Test.

The employer makes this declaration and completes the declaration form under caution that the provision of any information or document to the Workplace Authority the employer knows to be false or misleading is a serious offence under the *Criminal Code Act 1995*. The maximum penalty is 12 months imprisonment.

Part A: Employer's declaration

The employer party to the agreement lodged declares that: (Please mark boxes with 'X' to indicate)

- ☒ the information in the declaration form is true and correct to the best of the employer's knowledge.
- ☒ the agreement being lodged is a copy of an employee collective agreement.
- ☒ the employee collective agreement was approved before lodgement because:
- all employees employed at the time whose employment will be subject to the employee collective agreement were given a reasonable opportunity to decide if they wanted to approve the agreement; and
 - either there was a decision made by a vote where a majority of the employees who cast a valid vote approved the employee collective agreement, or
 - otherwise a majority of employees employed at the time whose employment will be subject to the employee collective agreement decided they wanted to approve the employee collective agreement.
- ☒ the employee collective agreement was lodged within 14 days after it was approved.
- ☒ For those employees employed at least seven days before approval of the agreement the employer has complied with the relevant provisions of Part 8 of the *Workplace Relations Act 1996*, by:
- giving to all employees whose employment will be subject to the employee collective agreement the written agreement or ready access to it, for at least seven days before the agreement was approved (unless the seven day period was waived in writing by all such employees); and
 - giving to all employees whose employment will be subject to the employee collective agreement the Workplace Authority's *Information Statement for Employees (Collective agreements)* at least seven days before the agreement was approved (unless the seven day period was waived in writing by all such employees); and
 - giving a bargaining agent representing an employee a reasonable opportunity to meet and confer with the employer, during the period commencing when the seven day period commences and ending when the agreement is approved.
- ☒ For those employees who commence employment within the seven days prior to approval of the agreement the employer has complied with the relevant provisions of Part 8 of the *Workplace Relations Act 1996*, by:
- giving to those employees the written agreement or ready access to it (unless the seven day period has already been waived), for the period up to the time the agreement was approved; and
 - giving to those employees the Workplace Authority's *Information Statement for Employees (Collective agreements)* for the period up to the time the agreement was approved; and
 - giving a bargaining agent representing any such employee a reasonable opportunity to meet and confer with the employer, during the period before the employee collective agreement was approved.



Name of person making the declaration

Family name or surname

TINDALL

Given name(s)

NICK

I am: (mark appropriate box with an 'X')

- ☒ the employer, or ☐ an agent appointed by the employer and given authority to make this declaration.

Signature

Nick Tindall

Date of declaration

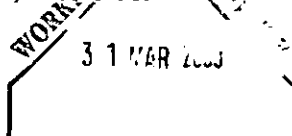
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PRIVACY STATEMENT

The Workplace Authority treats the privacy of an individual's personal information seriously. Personal information is any information that would identify a natural person.

Any personal information provided by you in the declaration form will only be used or disclosed for the purposes of sending correspondence about your agreement, providing information to the Minister and conducting research related to the Workplace Authority's promotional, educational, advice and assistance functions under the *Workplace Relations Act 1996* (the Act). This information may also be disclosed to workplace inspectors appointed under the Act.

Unless you say otherwise, you may also receive information sent as part of the Workplace Authority's education and information function. If you wish to opt out from receiving such information, please contact the Workplace Authority on 1300 363 264.



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EMPLOYER DECLARATION FORM – EMPLOYEE COLLECTIVE AGREEMENT

Part B: Agreement and employer details

Please provide information about the employee collective agreement. All questions must be answered.

1. What is the name of the agreement? (e.g. XAY Pty Ltd Agreement 2006-2011)

T	I	N	D	S	E	C		L	A	B	O	U	R		H	I	R	E		P	T	Y		L	T	D			
E	M	P	L	O	N	E	E		C	O	L	L	E	C	T	I	V	E		A	G	R	E	E	M	E	N	T	
2	0	0	8																										

2. How many employees are covered by the agreement?

					4
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3. In what state/territory will the agreement be in operation? (mark all applicable boxes with an 'X')

☐ ACT
 ☒ NSW
 ☐ NT
 ☐ Qld
 ☐ SA
 ☐ Tas
 ☐ Vic
 ☐ WA

- 4a. Does this agreement replace an existing agreement? (mark one box with an 'X')

Yes ☐ Go to Question 4b

No ☒ Go to Question 5

- 4b. What is the name and/or number of the agreement being replaced?

Name																												
Number																												

5. At the date of lodgement of the agreement, how many employees are in the following demographic groups?

Female	3				
Non-English speaking background	0				
Aboriginal and Torres Strait Islander people	0				
Disabled	0				
Part-time	0				
Casual	3				
Under 21 years of age	0				
Over 45 years of age (mature age)	1				

6. What is your Australian Business Number (ABN)?

6	3	1	2	9	2	2	6	6	9	7
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7. What is your legal name?

T	I	N	O	S	E	C		L	A	B	O	U	R		H	I	R	E		P	T	Y		L	T	D		

8. What is your trading name? (only complete if different to the legal name in question 7)

T	I	N	O	S	E	C		L	A	B	O	U	R		H	I	R	E		P	T	Y		L	T	D		



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9. What is your address? (for the purpose of correspondence related to the agreement)

P.O. BOX 1828
 Suburb NORTH SYDNEY State NSW Postcode 2059

10. What is your email address?

s.22 - Irrelevant to request

11. What is your preferred method of contact for correspondence? (mark one box with an 'X')

Mail ☐Email ☒

12. Which of the following best describes the industry in which you operate? (mark one box with an 'X')

- ☐ Construction ☐ Mining ☐ Manufacturing
☐ Retail trade ☐ Wholesale trade ☐ Other services
☐ Administrative and support services ☐ Information media and telecommunications
☐ Financial and insurance services ☒ Accommodation and food services
☐ Electricity, gas, water and waste services ☐ Health care and social assistance
☐ Arts and recreation services ☐ Public administration and safety
☐ Education and training ☐ Professional, scientific and technical services
☐ Agriculture, forestry and fishing ☐ Rental, hiring and real estate services
☐ Transport, postal and warehousing

What is the primary activity of your business? (e.g. music retailer, plumbing contractor, steel fabricator)

HOSPITALITY FOOD & BEVERAGE

13. How many employees are employed? (include full-time, part-time and casual employees)

- ☒ Less than 20 employees ☐ Between 20 and 99 employees
☐ Between 100 and 499 employees ☐ More than 500 employees

14. What employment sector do you belong to?

- ☒ Private ☐ Public (government-related employment) ☐ Not for profit

15. Please provide contact details for the employer representative to whom we should direct our enquiries in relation to the lodgement:

Title ☐ Mr ☐ Mrs ☒ Miss ☐ Ms

Family name or surname

Given name

Email address

Phone number (include area code)

Mobile number



Part C: The Fairness Test

The Fairness Test requires employees to be fairly compensated for the modification or removal of protected conditions.

Please provide the following information about this employee collective agreement and the employees who will be covered by it. A copy of the employee collective agreement is to be attached to this form.

1. Have you received pre-lodgement advice from the Workplace Authority in relation to the agreement and the Fairness Test?

☒ No – continue to question 3

☐ Yes – Reference Number[illegible]

- continue to question 2

2. Have you made any changes to the agreement or the working arrangements of any employees covered by the agreement since requesting the pre-lodgement advice?

☐ No☐ Yes

3. Was the employer incorporated before 27 March 2006?

☒ No☐ Yes

4. Have you applied to the Workplace Authority for the designation of an award(s)?

☒ No☐ Yes – Reference Number[illegible]

5. List the names of all awards the employees subject to this agreement would be covered by if they were not employed under an agreement *(If you're not sure, contact 1300 363 264 to find out. Attach additional pages if required.)*

T	H	E		H	O	S	P	I	T	A	L	I	T	Y		I	N	D	U	S	T	R	Y	-						
A	C	C	O	M	M	O	A	T	I	O	N	,		H	O	T	E	L	S	,		R	E	S	O	R	T	S		
A	N	D		G	A	M	I	N	G		A	W	A	R	D		1	9	9	8										
L	I	Q	U	O	R		A	N	D		A	C	C	O	M	M	O	A	T	I	O	N								
I	N	D	U	S	T	R	Y	-	H	O	T	E	L	S	,	R	E	S	O	R	T	S		A	N	D				
G	A	M	I	N	G		(M	A	N	A	G	E	R	I	A	L		S	T	A	F	F)		A	W	A	R	D
S	E	C	U	R	I	T	Y		I	N	D	U	S	T	R	Y		(S	T	A	T	E)		A	W	A	R	D

6. Have any protected conditions been removed or modified by this employee collective agreement?

☐ No – you have completed this section of the form

☒ Yes – mark which conditions have been changed and continue to question 7

☒ Rest breaks☒ Incentive-based payments and bonuses☒ Annual leave loading☒ Public holidays (including substituted days and payment for public holidays)

☒ Monetary allowances for work expenses, responsibilities or skills, or disabilities associated with particular tasks or work in particular locations or conditions

☒ Overtime or shift work loadings

☒ Penalty rates

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EMPLOYER DECLARATION FORM – EMPLOYEE COLLECTIVE AGREEMENT

Part C: The Fairness Test (continued)

7. How have employees been compensated for the removal or modification of protected conditions? (mark all applicable with an 'x')

- ☒ Higher rate of pay
☒ More flexible working hours
☐ Additional leave
☒ Other compensation (provide details)

PLEASE SEE CLAUSE 10, 12, 20
 AND SCHEDULE A

8. Are any employees:

- Paid a junior rate of pay? ☐ Yes ☒ No
 Working under a supported wage system? ☐ Yes ☒ No
 On a recognised apprenticeship or traineeship? ☐ Yes ☒ No

9. Please provide the following information for each job classification covered by the agreement. If you need more space, please attach additional pages.

Job classification name

HOSPITALITY STAFF INTRODUCTOR
 y

What are the main tasks and duties for this job?

REFER TO CLAUSE 6.1.1 OF ECA

Will employees in this classification generally work:

- Weekends? ☐ No ☒ Yes - How many hrs per wk on average?
 More than 38 hours each week? ☒ No ☐ Yes - How many hrs per wk on average?
 Shift work? ☒ No ☐ Yes - How many hrs per wk on average?
 Public holidays? ☐ No ☒ Yes - How many days per year?

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EMPLOYER DECLARATION FORM – EMPLOYEE COLLECTIVE AGREEMENT

Job classification name

H	O	S	P	I	T	A	L	I	T	A	L	I	T	Y	S	T	A	F	F	L	E	V	E	L	1			

What are the main tasks and duties for this job?

R	E	F	E	R	T	O	C	L	A	V	S	E	6	.	1	.	2	O	F	E	C	A					

Will employees in this classification generally work:

- Weekends? ☐ No ☒ Yes - How many hrs per wk on average?
- More than 38 hours each week? ☒ No ☐ Yes - How many hrs per wk on average?
- Shift work? ☒ No ☐ Yes - How many hrs per wk on average?
- Public holidays? ☐ No ☒ Yes - How many days per year?

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Job classification name

H	O	S	P	I	T	A	L	I	T	A	L	I	T	Y	S	T	A	F	F	L	E	V	E	L	2			

What are the main tasks and duties for this job?

R	E	F	E	R	T	O	C	L	A	V	S	E	6	.	1	.	3	O	F	E	C	A					

Will employees in this classification generally work:

- Weekends? ☐ No ☒ Yes - How many hrs per wk on average?
- More than 38 hours each week? ☒ No ☐ Yes - How many hrs per wk on average?
- Shift work? ☒ No ☐ Yes - How many hrs per wk on average?
- Public holidays? ☐ No ☒ Yes - How many days per year?

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[illegible][illegible]

Weekends? ☐ No ☒ Yes - How many hrs per wk on average?

More than 38 hours each week? ☒ No ☐ Yes - How many hrs per wk on average?

Shift work? ☒ No ☐ Yes - How many hrs per wk on average?

Public holidays? ☐ No ☒ Yes - How many days per year?

	7
	4

[illegible][illegible]

Weekends? ☐ No ☒ Yes - How many hrs per wk on average?

More than 38 hours each week? ☒ No ☐ Yes - How many hrs per wk on average?

Shift work? ☒ No ☐ Yes - How many hrs per wk on average?

Public holidays? ☐ No ☒ Yes - How many days per year?

	7
	4



EMPLOYER DECLARATION FORM – EMPLOYEE COLLECTIVE AGREEMENT

Job classification name

H	O	S	P	I	T	A	L	I	T	A	L	I	T	Y	S	T	A	F	F	L	E	V	E	L	3			

What are the main tasks and duties for this job?

R	E	F	E	R	T	O	C	L	A	V	S	E	6	.	1	.	4	O	F	E	C	A					

Will employees in this classification generally work:

Weekends?

☐ No☒ Yes - How many hrs per wk on average?

	6
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More than 38 hours each week?

☒ No☐ Yes - How many hrs per wk on average?

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Shift work?

☒ No☐ Yes - How many hrs per wk on average?

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Public holidays?

☐ No☒ Yes - How many days per year?

	4
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Job classification name

H	O	S	P	I	T	A	L	I	T	A	L	I	T	Y	S	T	A	F	F	L	E	V	E	L	4			

What are the main tasks and duties for this job?

R	E	F	E	R	T	O	C	L	A	V	S	E	6	.	1	.	5	O	F	E	C	A					

Will employees in this classification generally work:

Weekends?

☐ No☒ Yes - How many hrs per wk on average?

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More than 38 hours each week?

☒ No☐ Yes - How many hrs per wk on average?

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Shift work?

☒ No☐ Yes - How many hrs per wk on average?

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Public holidays?

☐ No☒ Yes - How many days per year?

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EMPLOYER DECLARATION FORM – EMPLOYEE COLLECTIVE AGREEMENT

Job classification name

H	O	S	P	I	T	A	L	I	T	Y	S	T	A	F	F	L	E	V	E	L	S			

What are the main tasks and duties for this job?

R	E	F	E	R	T	O	C	L	A	U	S	E	6	.	1	.	6	O	F	E	C	A		

Will employees in this classification generally work:

Weekends? ☐ No ☒ Yes - How many hrs per wk on average?

6

More than 38 hours each week? ☒ No ☐ Yes - How many hrs per wk on average?

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Shift work? ☒ No ☐ Yes - How many hrs per wk on average?

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Public holidays? ☐ No ☒ Yes - How many days per year?

4

Job classification name

H	O	S	P	I	T	A	L	I	T	Y	S	T	A	F	F	L	E	V	E	L	6			

What are the main tasks and duties for this job?

R	E	F	E	R	T	O	C	L	A	U	S	E	6	.	1	.	7	O	F	E	C	A		

Will employees in this classification generally work:

Weekends? ☐ No ☒ Yes - How many hrs per wk on average?

6

More than 38 hours each week? ☒ No ☐ Yes - How many hrs per wk on average?

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Shift work? ☒ No ☐ Yes - How many hrs per wk on average?

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Public holidays? ☐ No ☒ Yes - How many days per year?

4



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EMPLOYER DECLARATION FORM – EMPLOYEE COLLECTIVE AGREEMENT

Job classification name

HOSPITALITY ^{STAFF} LEVEL 7

What are the main tasks and duties for this job?

REFER TO CLAUSE 6.1-8 OF ECA

Will employees in this classification generally work:

Weekends?

☐ No ☒ Yes - How many hrs per wk on average?

6

More than 38 hours each week?

☒ No ☐ Yes - How many hrs per wk on average?

Shift work?

☒ No ☐ Yes - How many hrs per wk on average?

Public holidays?

☐ No ☒ Yes - How many days per year?

4

Job classification name

HOSPITALITY STAFF APPRENTICE

What are the main tasks and duties for this job?

COOKING DUTIES

Will employees in this classification generally work:

Weekends?

☐ No ☒ Yes - How many hrs per wk on average?

6

More than 38 hours each week?

☒ No ☐ Yes - How many hrs per wk on average?

Shift work?

☒ No ☐ Yes - How many hrs per wk on average?

Public holidays?

☐ No ☒ Yes - How many days per year?

4



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EMPLOYER DECLARATION FORM – EMPLOYEE COLLECTIVE AGREEMENT

Job classification name

H	O	S	P	I	T	A	L	I	T	A	L	I	T	Y	S	T	A	F	F	C	O	U	R	T	E	S	Y		
B	U	S		D	R	I	V	E	R	/	G	U	E	S	T	S	E	R	V	I	C	E							

What are the main tasks and duties for this job?

R	E	F	E	R		T	O		C	L	A	U	S	E		6	.	1	.	1	0		O	F		E	C	A

Will employees in this classification generally work:

- Weekends? ☐ No ☒ Yes - How many hrs per wk on average?
- More than 38 hours each week? ☒ No ☐ Yes - How many hrs per wk on average?
- Shift work? ☒ No ☐ Yes - How many hrs per wk on average?
- Public holidays? ☐ No ☒ Yes - How many days per year?

	6
	4

Job classification name

H	O	S	P	I	T	A	L	I	T	A	L	I	T	Y	S	T	A	F	F	F	R	O	N	T	O	F	F	I	C	E
A	S	S	I	S	T	A	N	T																						

What are the main tasks and duties for this job?

R	E	F	E	R		T	O		C	L	A	U	S	E		6	.	1	.	1	1		O	F		E	C	A

Will employees in this classification generally work:

- Weekends? ☐ No ☒ Yes - How many hrs per wk on average?
- More than 38 hours each week? ☒ No ☐ Yes - How many hrs per wk on average?
- Shift work? ☒ No ☐ Yes - How many hrs per wk on average?
- Public holidays? ☐ No ☒ Yes - How many days per year?

	6
	4



EMPLOYEE DECLARATION FORM - EMPLOYEE COLLECTIVE AGREEMENT

Job classification name

H	O	S	P	I	T	A	L	I	T	A	L	I	T	Y	S	T	A	F	F	R	O	N	T	O	F	F	I	C	E
T	E	A	M	M	E	M	B	E	R																				

What are the main tasks and duties for this job?

R	E	F	E	R	T	O	C	L	A	V	S	E	6	.	1	.	1	2	O	F	E	C	A						

Will employees in this classification generally work:

Weekends?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes - How many hrs per wk on average?	<table border="1"><tr><td></td><td>6</td></tr></table>		6
	6				
More than 38 hours each week?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes - How many hrs per wk on average?	<table border="1"><tr><td></td><td></td></tr></table>		
Shift work?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes - How many hrs per wk on average?	<table border="1"><tr><td></td><td></td></tr></table>		
Public holidays?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes - How many days per year?	<table border="1"><tr><td></td><td>4</td></tr></table>		4
	4				

Job classification name

H	O	S	P	I	T	A	L	I	T	A	L	I	T	Y	S	T	A	F	F	R	O	N	T	O	F	F	I	C	E
S	U	P	E	R	V	I	S	O	R																				

What are the main tasks and duties for this job?

R	E	F	E	R	T	O	C	L	A	V	S	E	6	.	1	.	1	3	O	F	E	C	A						

Will employees in this classification generally work:

Weekends?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes - How many hrs per wk on average?	<table border="1"><tr><td></td><td>6</td></tr></table>		6
	6				
More than 38 hours each week?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes - How many hrs per wk on average?	<table border="1"><tr><td></td><td></td></tr></table>		
Shift work?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes - How many hrs per wk on average?	<table border="1"><tr><td></td><td></td></tr></table>		
Public holidays?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes - How many days per year?	<table border="1"><tr><td></td><td>4</td></tr></table>		4
	4				



EMPLOYER DECLARATION FORM - EMPLOYEE COLLECTIVE AGREEMENT

Job classification name

H	O	S	P	I	T	A	L	I	T	A	Y	S	T	A	F	F	R	O	N	T	O	F	F	I	C	E
M	A	N	A	G	E	R																				

What are the main tasks and duties for this job?

R	E	F	E	R	T	O	C	L	A	V	S	E	6	.	1	.	1	4	O	F	E	C	A	

Will employees in this classification generally work:

Weekends? ☐ No ☒ Yes - How many hrs per wk on average?

	6
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More than 38 hours each week? ☒ No ☐ Yes - How many hrs per wk on average?

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Shift work? ☒ No ☐ Yes - How many hrs per wk on average?

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Public holidays? ☐ No ☒ Yes - How many days per year?

	4
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Job classification name

C	L	E	R	I	C	A	L	S	T	A	F	L	E	V	E	L	1								

What are the main tasks and duties for this job?

R	E	F	E	R	T	O	C	L	A	V	S	E	6	.	1	.	1	5	O	F	E	C	A	

Will employees in this classification generally work:

Weekends? ☐ No ☒ Yes - How many hrs per wk on average?

	3
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More than 38 hours each week? ☒ No ☐ Yes - How many hrs per wk on average?

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Shift work? ☒ No ☐ Yes - How many hrs per wk on average?

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Public holidays? ☐ No ☒ Yes - How many days per year?

	4
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EMPLOYER DECLARATION FORM - EMPLOYEE COLLECTIVE AGREEMENT

Job classification name[illegible]

What are the main tasks and duties for this job?

What are the main tasks and duties for this job?

REFER TO CLAUSE 6.1.16 OF ECA

Will employees in this classification generally work:

Weekends?

☐ No ☒ Yes - How many hrs per wk on average?

	3
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More than 38 hours each week?

☒ No ☐ Yes - How many hrs per wk on average?

--	--

Shift work?

☒ No ☐ Yes - How many hrs per wk on average?



Public holidays?

☐ No ☒ Yes - How many days per year?

4	
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Job classification name

C	L	E	R	I	C	A	L
S	T	A	F	F	L	E	V
E	L	3					

What are the main tasks and duties for this job?

[illegible]

Will employees in this classification generally work:

Weekends?

☐ No ☒ Yes - How many hrs per wk on average?

	2
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More than 38 hours each week?

☒ No ☐ Yes - How many hrs per wk on average?

Shift work?

☒ No ☐ Yes - How many hrs per wk on average?

Public holidays?

☐ No ☒ Yes - How many days per year?

	4
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EMPLOYER DECLARATION FORM – EMPLOYEE COLLECTIVE AGREEMENT

Job classification name

CLERICAL STAFF SUPERVISOR

What are the main tasks and duties for this job?

REFER TO CLAUSE 6-1-18 OF ECA

Will employees in this classification generally work:

Weekends?

☐ No ☒ Yes - How many hrs per wk on average?

3

More than 38 hours each week?

☒ No ☐ Yes - How many hrs per wk on average?

Shift work?

☒ No ☐ Yes - How many hrs per wk on average?

Public holidays?

☐ No ☒ Yes - How many days per year?

4

Job classification name

SECURITY STAFF LEVEL 1

What are the main tasks and duties for this job?

REFER TO CLAUSE 6-1-19 OF ECA

Will employees in this classification generally work:

Weekends?

☐ No ☒ Yes - How many hrs per wk on average?

7

More than 38 hours each week?

☒ No ☐ Yes - How many hrs per wk on average?

Shift work?

☒ No ☐ Yes - How many hrs per wk on average?

Public holidays?

☐ No ☒ Yes - How many days per year?

4



[illegible][illegible]

Weekends?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes - How many hrs per wk on average?	<input type="checkbox"/>	<input type="checkbox"/>
More than 38 hours each week?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes - How many hrs per wk on average?	<input type="checkbox"/>	<input type="checkbox"/>
Shift work?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes - How many hrs per wk on average?	<input type="checkbox"/>	<input type="checkbox"/>
Public holidays?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes - How many days per year?	<input type="checkbox"/>	<input type="checkbox"/>

[illegible][illegible]

Weekends?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes - How many hrs per wk on average?	<input type="text"/>	<input type="text"/>	7
More than 38 hours each week?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes - How many hrs per wk on average?	<input type="text"/>	<input type="text"/>	
Shift work?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes - How many hrs per wk on average?	<input type="text"/>	<input type="text"/>	
Public holidays?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes - How many days per year?	<input type="text"/>	<input type="text"/>	4



LAUNDRY EMPLOYEE COLLECTIVE AGREEMENT 2008

In accordance with Part 8 of the *Workplace Relations Act 1996 (C'th)*

BETWEEN

Employer: Tindsec Labour Hire Pty Ltd

A.B.N: 63 129 226 697

AND

Employees of the Employer bound by this Agreement

1. Contents

1.1 This Agreement is set out in the following manner.

Clause No.	Subject Matter
1.	Contents
2.	Definitions
3.	Duration & Scope of the Agreement
4.	Contract of Employment
5.	Probation & Termination
6.	Classifications
7.	Hours of Work
8.	Rosters
9.	Remuneration
10.	Family Friendly Provisions
11.	Traineeships
12.	Public Holidays
13.	Superannuation
14.	Annual Leave
15.	Sick/Carer's Leave
16.	Compassionate Leave
17.	Unpaid Carer's Leave
18.	Parental Leave
19.	Duties and Responsibilities
20.	Confidential Information
21.	Presentation of the Employee
22.	Security and Surveillance
23.	Occupational Health and Safety
24.	Equal Opportunity
25.	Stand Down
26.	Meal Breaks
27.	Dispute Resolution Procedure
28.	Savings Clause

SCHEDULE A	Aggregate Rates of Pay
SCHEDULE B	Preferred Hours Rates of Pay
SCHEDULE C	Signatures
ANNEXURE A	Preferred Hours Election Form

2. **Definitions**

'Act'	Means the Workplace Relations Act 1996 (C'th) as amended.
'Agreement'	Means this agreement, being the Laundy Employee Collective Agreement 2008 .
'Award'	Means The Hospitality Industry- Accommodation, Hotels, Resorts and Gaming Award 1998; Liquor and Accommodation Industry – Hotels, Resorts and Gaming – (Managerial Staff) - Award 2003; Security Industry (State) Award and the National Training Wage Award 2000 , as appropriate.
'Employer'	Means Tindsec Labour Hire Pty Ltd .
'Employee/s'	Means Employee/s of the Employer covered by this Agreement.
'Parties'	Means the Employer and Employee/s.
'Protected Allowable Award Matters'	Are as defined in Section 354 of the Act, and include provisions of the Award dealing with rest breaks, incentive based payments and bonuses, annual leave loading, State and Territory specific public holidays, allowances, loadings for overtime and shift work, penalty rates, outworker conditions and any other matter specified in the Regulations.
'Regulations'	Means the Workplace Relations Regulations 2006 (C'th) , as amended.

3. **Duration & Scope of the Agreement**

- 3.1 This Agreement shall have a nominal term of 5 years from the date on which the Agreement is lodged with the Workplace Authority.
- 3.2 All Protected Allowable Award Matters as defined are expressly excluded from operation by this Agreement.
- 3.3 This Agreement provides for minimum legal entitlements only and shall not restrict the Employer and Employees from agreeing to higher rates of pay or additional benefits.

4. **Contract of Employment**

- 4.1 The employment status of Employees shall be as agreed between the Parties and recorded in writing.
- 4.2 Employment status will be permanent full time, permanent part time or casual. Part time Employee entitlements are pro-rata to those of full time Employees proportionate to the hours worked.

- 4.3 The hourly rate of pay for casual Employees includes the default casual loading as prescribed by the Australian Fair Pay and Conditions Standard.
- 4.4 Employees must read and comply with all written Employer policies and procedures, as notified and amended from time to time.
- 4.5 Employees may be reasonably required from time to time to work at sites operated by the Employer other than their regular place of employment. Provided that such other work performed shall be similar in nature to that regularly performed by the Employee and is within the limits of the Employee's skill base, competence and training.

5. Probation & Termination

- 5.1 Permanent Employees will initially be employed on 3 months probation (the "Probation Period"). During the Probation Period, either the Employer or Employee may terminate the employment relationship by giving at least one day's notice of their intention to terminate. The Probation Period will not affect the 6 month qualifying period under the Act. The Employer may at any time during or on completion of the Probation Period confirm the Employee's ongoing employment with the Employer.
- 5.2 Following expiry of the Probation Period termination is by notice or payment in lieu of notice (in the case of the Employer), or forfeiture of pay (in the case of the permanent Employee), in accordance with the following table:

Permanent Employee's period of continuous service with the Employer	Period of notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

In addition to the notice specified above, permanent Employees 45 years of age or over and who have completed at least 2 years' continuous service with the Employer shall be entitled to an additional week's notice.

- 5.3 The provisions of clause 5.2 shall not apply to casual Employees, who are engaged and paid by the hour.
- 5.4 Nothing in this Agreement shall affect the right of the Employer to dismiss an Employee without notice where the Employee is guilty of serious misconduct. For the purposes of this clause, serious misconduct includes:
- 5.4.1 Wilful, or deliberate, behaviour by an Employee that is inconsistent with the continuation of employment, including:
- i. theft; or
 - ii. fraud (including falsifying time records); or
 - iii. assault; or
 - iv. the Employee being intoxicated at work. An employee is taken to be intoxicated if the employee's faculties are, by reason of the employee being under the influence of intoxicating liquor or a drug so impaired that the employee is unfit to be entrusted with the employee's duty or with any duty that the employee may be called upon to perform.; or

- v. the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment; or

5.4.2 Conduct that causes imminent, and serious, risk to:

- i. the health, or safety, of a person; or
- ii. the reputation, viability or profitability of the Employer's business.

- 5.5 Notwithstanding clauses 5.1 and 5.2, Employees absent from work for a period of three consecutive rostered shifts without the consent of the Employer and without notification to the Employer shall be deemed to have terminated their employment by abandonment.
- 5.6 Upon termination of employment, the Employee shall immediately return all documents, publications, manuals, corporate uniforms and other property, which are in the Employee's possession as a consequence of that employment.

6. Classifications

- 6.1 Each Employee is classified as assessed by the Employer as follows:

Hospitality Staff:

6.1.1 ***Introductory*** - New Employees requiring training and supervision and undertaking assistant duties whilst receiving the appropriate training for higher level competencies. Introductory Employees will progress to the appropriate higher level upon completion of 3 months of employment other than where agreed and recorded between the Employee and Employer that further training of up to three months is required for the Employee to achieve competence for the higher level.

6.1.2 ***Hospitality Level 1*** – Employees requiring training and supervision and undertaking one or more of the following duties: general cleaning duties within a kitchen, customer service or food preparation area including the cleaning of cooking and general utensils; assisting Employees who are cooking; assembling and preparing ingredients for cooking and general pantry duties; picking up glasses; emptying ashtrays; general assistance to food and beverage attendants of a higher grade not including service to customers; removing food plates; setting and/or wiping down tables; cleaning and tidying of associated areas.

6.1.3 ***Hospitality Level 2*** – Employees engaged to perform the following duties, including but not limited to:

- supplying, dispensing and mixing beverages (including alcoholic beverages);
- general waiting duties of both food and/or beverage including cleaning tables;
- cash handling;
- delivery duties;
- cooking breakfasts, snacks, baking, pastry cooking or butchering;
- specialised non-cooking duties;
- supervision of kitchen staff;
- security duties including maintaining dress standards, behaviour and good order of guests on the premises.

6.1.4 Hospitality Level 3 - Employees with the appropriate level of training, as assessed by the Employer, who perform Level 2 duties and may be required to perform one or more of the following indicative duties:

- operating a mechanical lifting device;
- attending a wagering (e.g. TAB) terminal, electronic gaming terminal or similar terminal;
- mixing a range of sophisticated drinks;
- full control of a cellar or liquor store (including the receipt, delivery and recording of goods within such an area);
- supervising and training food and beverage attendants of a lower grade;
- cooking duties including baking, pastry cooking or butchering;
- supervising, training and co-ordinating kitchen Employees of a lower grade;
- routine repair work and maintenance in and about the premises.

6.1.5 Hospitality Level 4 – Employees who have completed an apprenticeship or passed the appropriate trade test who undertake cooking duties including a la carte, baking, pastry cooking and butchering or Employees responsible for assisting in training and supervision of Employees of a lower hospitality grade.

6.1.6 Hospitality Level 5 - Employees with the appropriate level of training, including a supervisory course, who are appointed by the Employer to train, supervise and co-ordinate the work of kitchen, bar and/or restaurant Employees including maintenance of service and operational standards, preparation of operational reports and preparing staff rosters.

6.1.7 Hospitality Level 6 - Chef de partie or equivalent who has completed additional appropriate training and undertakes Level 4 duties as well as ordering and stock control, supervising and/or training other trade qualified cooks and kitchen Employees.

6.1.8 Hospitality Level 7 - Employees who will have completed an appropriate level of training in business management or have relevant industry experience including the supervision of staff in one or more areas of a hotel. An Employee under this classification is under the direction of senior management and is required to manage and co-ordinate the activities of a relevant area or areas of the hotel; directs staff to ensure they carry out their duties in the relevant areas of the hotel; and implements policies, procedures and operating systems for the hotel.

6.1.9 Apprentice - Employees apprenticed in the cooking trade in accordance with the provision of State law and/or regulations made by the Department of Education and Training.

6.1.10 Courtesy Bus Driver / Guest Service – means an Employee who has not achieved the appropriate level of training and who receives and assists guests at the entrance to the establishment and who is responsible for driving a passenger vehicle or courtesy bus. An Employee at this level may also be engaged in the servicing of accommodation areas and cleaning thereof; transferring guests baggage to and from rooms; assisting in the dry cleaning process; cleaning duties using specialised equipment and chemicals; or providing butler services such as food, beverage and personalised guest service.

6.1.11 **Front Office Assistant** means an employee who is engaged as an assistant in front office duties including night auditing, telephonist, receptionist, cashier, information services or reservations.

6.1.12 **Front Office Team Member** means an employee who has the appropriate level of training and is in the front office engaged in telephonist, receptionist, cashier, information services or reservations.

6.1.13 **Front Office Supervisor** means an employee who has the appropriate level of training and is in the front office engaged in duties including assisting in training and supervision of front office employees of a lower grade.

6.1.14 **Front Office Manager** means an employee who has the appropriate level of training including a supervisory course and who supervises, trains and co-ordinates the work of front office employees.

Clerical Staff:

6.1.15 **Clerical Level 1** means an employee who is required to perform basic clerical and routine office duties such as collating, filing, photocopying, and delivering messages.

6.1.16 **Clerical Level 2** means an employee who is engaged in general clerical or office duties, such as typing, filing, basic data entry and calculating functions.

6.1.17 **Clerical Level 3** - means an Employee who has the appropriate level of training and who work under limited supervision with checking related to overall progress. Employees at this level may be responsible for the work of others and may be required to co-ordinate such work. Duties include, but are not limited to, reconciliation and balancing of accounts; preparing bank reconciliations, documentation and lodging of takings at bank; receiving and documenting payment/takings; dispatching statements to debtors; following-up and recording outstanding accounts; dispatching payments to creditors; maintains circulation, indexing and filing systems for publications, reviews files, closes files, archives files; maintains financial records and journals, collects and prepares time and wage records; prepares accounts queries from debtors; posts transactions to company ledger.

6.1.18 **Clerical Supervisor** means an employee who has the appropriate level of training including a supervisory course and who co-ordinates other clerical staff.

Security Staff:

6.1.19 **Security Level 1** – Employees employed in one or more of the following capacities: to watch, guard or protect persons and/or premises and/or property; to respond to basic fire/security alarms at their designated site/post; to be stationed at an entrance and/or exit and whose principal duties include the control of the movement of persons, vehicles and goods; and to carry out crowd control duties.

6.1.20 **Security Level 2** – Employees performing the duties of securing, protecting and delivering as directed, who monitors and acts upon electronic intrusion detection; who monitors and acts upon walk through electronic-magnetic detectors and/or screen images; and controls a dog to assist duties.

- 6.1.21 **Security Level 3** – Employees who, in addition to Security Level 2 duties, monitor and act upon intelligent building management systems.
- 6.1.22 **Security Level 4** – Employees employed in a security and/or data input and/or a monitoring function within a central station and carrying out any associated duty with that function.
- 6.1.23 **Security Level 5** – Employees who are in charge of the shifts of lower level Employees and who carry out the coordinating duties of Level 4 Employees.
- 6.2 Security Employees may be required to carry a fire arm for the purposes of carrying out their duties. Allowance for this has been incorporated into the applicable rate of pay for security staff in Schedule A.
- 6.3 Progression from the Introductory Level to the job-specific level shall be automatic on the completion of three months continuous service with the Employer other than where agreed and recorded between the Employee and Employer that further training of up to three months is required for the Employee to achieve competence for the higher level.
- 6.4 Progression through other levels shall require formal application by the Employee, and approval by the Employer, and be subject to the following:
- 6.4.1 That there is an available position at that higher level; and
- 6.4.2 That the Employee has achieved the level of competency required for progression to the higher level as assessed by the Employer.
- 6.5 Where an Employee works more than one consecutive shift undertaking duties of a higher level, the Employee will receive payment according to that higher classification for all time worked at the higher level beyond the first shift.
- 7. Hours of Work**
- 7.1 Ordinary hours of work for Employees will not exceed 38 hours per week on average over 52 weeks.
- 7.2 All time worked outside ordinary hours as defined in clause 7.1 shall be additional hours. The Employer may require an Employee to work reasonable additional hours. The Employee may refuse to work additional hours where this would result in the Employee working hours which are unreasonable, having regard to:
- 7.2.1 Any risk to the Employee's health and safety;
- 7.2.2 The Employee's personal circumstances, including any family responsibilities;
- 7.2.3 The needs of the workplace or enterprise; or
- 7.2.4 The notice (if any) given by the Employer of the additional hours and by the Employee of his or her intention to refuse it.
- 7.3 Penalties for working additional hours must be claimed by the Employee and approved by the Employer in advance and in writing. Penalties for working approved additional hours are paid at time and a half for the first two hours and double time thereafter for each subsequent hour worked. When calculating approved additional hours, each day's work shall stand alone.

- 7.4 Notwithstanding clause 7.3, Employees may request or agree to work additional hours and be paid their ordinary hourly rate. An example of when an Employee may request to work additional hours at the ordinary hourly rate is during school/university holidays or when an Employee wants to earn more money and they would otherwise be limited to working ordinary hours.
- 7.5 Clauses 7.3 and 7.4 do not apply to casual Employees or Level 7 Employees being paid in accordance with Schedule A, Part 1, Option 1 of this Agreement.

8. Rosters

- 8.1 As far as practically possible, the Employer will draw up a roster 1 week in advance. Changes to rosters may occur with 24 hours notice or, subject to the availability of the Employee, with less notice if by mutual consent.

9. Remuneration

- 9.1 Unless an Employee has elected to work preferred hours in accordance with clause 10.3 of this Agreement, the ordinary rates of pay for each hour worked are set out in Schedule A of this Agreement, and will be adjusted in line with changes to the Australian Fair Pay and Conditions Standard as made from time to time.
- 9.2 Where an Employee has elected to work preferred hours in accordance with clause 10.3 of this Agreement, the ordinary rates of pay for each hour are set out in Schedule B of this Agreement, and will be adjusted in line with changes to the Australian Fair Pay and Conditions Standard as made from time to time.
- 9.3 Permanent Employees who are paid an unloaded hourly rate in Schedules A or B are entitled to paid annual leave and paid sick/carer's leave entitlements in accordance with clause 14.2 and clause 15.2.
- 9.4 Permanent Employees who are paid a loaded hourly rate in Schedules A or B are not entitled to paid annual leave and paid sick/carer's leave entitlements in accordance with clause 14.5 and clause 15.3.
- 9.5 Level 7 Employees shall be paid in accordance with Schedule A, Part 1, Option 1 or Option 2 as agreed in writing between the Employer and Employee.
- 9.6 Upon termination of employment, the Employer will perform calculations to ensure the Employee, who is being paid a loaded hourly rate, has been compensated for each period of annual leave and sick/carer's leave taken by the Employee at the rate of pay the Employee was earning at the time the leave was taken. Any discrepancy identified will be included in the Employee's final pay.

10. Family Friendly Provisions

- 10.1 All hours will be made available to Employees. Where Employees have family, personal and/or study commitments the Employer will attempt to accommodate Employees as best as possible, considering the operational requirements of the business.
- 10.2 The Employer agrees to:

- 10.2.1 Take into account family responsibilities when rostering;
 - 10.2.2 Recognise the impracticality of an Employee working excessive additional hours;
 - 10.2.3 Allow personal phone calls in the case of family emergencies; and
 - 10.2.4 Be receptive to requests for leave during school holidays.
- 10.3 An Employee may elect to work specific hours or days outside the hours they would ordinarily be rostered to work in order to accommodate their family, personal and/or study commitments (referred to as "Preferred Hours"). Where an Employee elects to work Preferred Hours they will be paid in accordance with the Australian Fair Pay and Conditions Standard.
- 10.4 An election made pursuant to clause 10.3 must be made in the form set out in Annexure A to this Agreement ("Preferred Hours Election Form").
- 10.5 An Employee may terminate the Preferred Hours Election Form by providing the Employer with at least one week's notice in writing, in which case the Employee will be paid the ordinary rate of pay contained in Schedule A of this Agreement.
- 10.6 Clauses 10.3 to 10.5 do not apply to Hospitality Level 7 Employees.

11. Traineeships

- 11.1 The aggregate rates of pay for Trainees are specified in Schedule A to this Agreement.
- 11.2 For the purposes of this clause:
- 11.2.1 **Traineeship Agreement** means an agreement between an Employer and a permanent Employee that is registered with the relevant State or Territory training authority or under a law of a State or Territory relating to the training of Employees.
 - 11.2.2 **Trainee** means a permanent Employee (other than an apprentice) who is bound by a Traineeship Agreement.

12. Public Holidays

- 12.1 The following days are public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other government gazetted public holidays in the relevant state or territory in which the work is being performed.
- 12.2 The Employer may request the Employee to work on a particular public holiday. The Employee may refuse the request (and take the day off) if the Employee has reasonable grounds for doing so, in accordance with the provisions of Part 12, Division 2, of the Act.
- 12.3 Permanent Employees are entitled to payment if not required by the Employer to work on a public holiday where their regular rostered hours fall on such public holiday.
- 12.4 Employees shall receive a loading of 50% in addition to their ordinary hourly rate for each hour worked on a Public Holiday, as defined in clause 12.1. This clause does

not apply to Level 7 Employees being paid in accordance with Schedule A, Part 1, Option 1 of this Agreement.

13. Superannuation

- 13.1 The Employer shall contribute, on behalf of the Employee, superannuation to a fund that will be nominated by the Employer, in accordance with the requirements of the relevant, prevailing superannuation legislation.

14. Annual Leave

- 14.1 This clause only applies to permanent Employees.
- 14.2 Permanent Employees, being paid an unloaded hourly rate, are entitled to 4 weeks' paid annual leave per year of continuous employment. Annual leave accrues on a pro-rata basis for each completed four week period of continuous employment.
- 14.3 An Employee may elect to forego an entitlement to take an amount of annual leave credited to the Employee by way of a written request to the Employer. Where such a request is made and approved by the Employer, the Employee will receive a payment in lieu of the amount of annual leave at a rate no less than the Employee's agreed rate of pay at the time the election is made.
- 14.4 The maximum amount of annual leave an Employee can forego during each 12 month period of employment is 2 weeks for Employees working an average of 38 hours per week. Employees working less than 38 hours per week are entitled to forego a pro-rata amount.
- 14.5 Paid annual leave entitlements do not apply to Employees who are paid a loaded hourly rate as the cash provision is incorporated in lieu and in advance. Notwithstanding, Employees have an entitlement to take up to 4 weeks' unpaid annual leave per year for the purposes of physical and mental rest and respite from work.
- 14.6 For the avoidance of doubt, clauses 14.3 and 14.4 do not apply to Employees who are paid a loaded hourly rate.

15. Sick/Carer's Leave

- 15.1 This clause only applies to permanent Employees.
- 15.2 Subject to clause 15.4, a permanent Employee, being paid an unloaded hourly rate, who is unable to attend or remain at his/her place of employment due to personal illness or personal incapacity, shall be entitled to pay at the ordinary hourly rate as follows:
- 15.2.1 Up to 10 days sick pay for each year of continuous employment, accruing on a pro-rata basis for each completed four week period of continuous employment.
- 15.2.2 Unused sick leave entitlements shall be cumulative.

15.2.3 Permanent Employees are entitled to access a maximum of 10 days per year of their sick leave entitlement to provide care or support to a sick or injured immediate family or household member.

15.2.4 An immediate family member is either a spouse, child, parent, grandparent, grandchild or sibling of the Employee or a child, parent, grandparent, grandchild or sibling of a spouse of the Employee.

15.3 Paid sick/carer's leave entitlements do not apply to Employees who are paid a loaded hourly rate as the cash provision is incorporated in lieu and in advance. Notwithstanding, Employees have an entitlement to take reasonable unpaid sick/carer's leave subject to clause 15.4.

15.4 Permanent Employees are expected to comply with the following requirements when taking sick or carer's leave:

15.4.1 The permanent Employee shall, where practicable, advise the Employer of his/her inability to attend for work at least 3 hours prior to the commencement of their shift and as far as possible the nature of the illness and the estimated period of absence.

15.4.2 The permanent Employee shall produce a medical certificate or other satisfactory evidence to prove the permanent Employee's inability to attend for duty on the days in respect of which sick or carer's leave is claimed. This certification must be produced within 2 shifts of the Employee returning to work.

15.4.3 A permanent Employee shall not be entitled to paid sick leave for any period in respect of which he or she is entitled to workers compensation.

16. Compassionate Leave

16.1 This clause only applies to permanent Employees.

16.2 Permanent Employees are entitled to a period of 2 days paid compassionate leave for each permissible occasion. A permissible occasion occurs when a member of the Employee's immediate family, as defined in clause 15.2.4, or household:

- (i) contracts a personal illness that poses a serious threat to his/her life;
- (ii) sustains a personal injury that poses a serious threat to his/her life; or
- (iii) dies.

16.3 An Employee is expected to comply with the notice and documentation requirements under clause 15.4, to the extent to which they apply to the Employee.

17. Unpaid Carer's Leave

17.1 This clause applies to permanent and casual Employees.

17.2 Subject to clause 17.4, permanent and casual Employees are entitled to a period of up to 2 days unpaid carer's leave for each permissible occasion. A permissible occasion occurs when a member of the Employee's immediate family, as defined in

clause 15.2.4, or household requires care or support because of a personal illness or injury or an unexpected emergency.

- 17.3 An Employee is expected to comply with the notice and documentation requirements under clause 15.4, to the extent to which they apply to the Employee.
- 17.4 A permanent Employee, being paid an unloaded hourly rate, is only entitled to unpaid carer's leave if the Employee has exhausted all of their paid sick and paid carer's leave entitlement.

18. Parental Leave

- 18.1 Parental leave entitlements are in accordance with the Act and apply to permanent and eligible casual Employees.
- 18.2 An eligible casual Employee is an Employee who has been employed by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and who, but for the pregnancy or the decision to adopt, would have a reasonable expectation of continuing engagement on a regular and systematic basis.
- 18.3 For the avoidance of doubt, parental leave includes maternity leave, paternity leave and adoption leave.

19. Duties and Responsibilities

- 19.1 The Employee will diligently and faithfully perform all the duties and responsibilities of their employment in accordance with this Agreement, their designated position and such other duties as may be reasonably required by the Employer from time to time.
- 19.2 The Employee undertakes to:
 - 19.2.1 Devote the whole of the Employee's working time and use of the Employee's best endeavours to further the development, reputation, relationships and business of the Employer;
 - 19.2.2 Observe all lawful directions, orders, instructions and policies (as varied from time to time) of the Employer, detailed in the Laundry Hotels Employee Behaviour Standards Manual;
 - 19.2.3 Serve the Employer faithfully, efficiently and exercise due care in the performance of their duties; and
 - 19.2.4 Refrain from acting or giving the appearance of acting, contrary to the interests of the Employer.

20. Confidential Information

- 20.1 For the purposes of this Agreement confidential information shall include, but is not limited to:
 - (i) Turnover figures;
 - (ii) Marketing information, including matters relating to promotions, sales and marketing techniques;
 - (iii) Prices of merchandise;

- (iv) Financial data including any matters pertaining to income, expense, assets and liabilities;
 - (v) Information relating to the Employer, staff, customers and suppliers;
 - (vi) Information relating to the technology employed by the Company;
 - (vii) Information from the data base of the Company;
 - (viii) Any matter relating to Company Policies and Procedures;
 - (ix) Information specifically designated as confidential by the Company;
 - (x) Client databases and any information held within;
 - (xi) Any development or creation by an Employee whilst working at the Company.
- 20.2 The Employee must immediately notify the Employer of any suspected or actual unauthorised use, copying or disclosure of any of the foregoing confidential matters and provide reasonable assistance as requested by the Employer in relation to any proceedings the Employer may take against an Employee for such unauthorised use, copying or disclosure of confidential information.
- 20.3 The Employee agrees and undertakes not to utilise or disclose to any person, company or other third party confidential information acquired as a direct or indirect result of his or her employment with the Employer at any time during the operation of this Agreement unless previously and expressly authorised in writing by the Employer.
- 20.4 The Employee further agrees and undertakes not to disclose any confidential information to any other person for a period of 3 years after the termination of this Agreement or after termination of employment, whichever is the later.

21. Presentation of Employee

- 21.1 Employees must maintain the highest presentation in dress standards. This applies to both Employees who are required to wear uniforms, and those in personal dress.

22. Security and Surveillance

- 22.1 The Employee agrees to permit, upon request by the Employer or Employer representative, to the inspection of any bags, containers, vehicles or other personal property brought onto the Employer's property by an Employee.
- 22.2 The Employee will not remove any object or property of the Employer from the workplace, unless the item is removed in order to successfully carry out their employment. After the completion of these duties, all such items must be returned to the Employer.
- 22.3 The Employee acknowledges that CCTV surveillance technology is in operation in their place of work and understands that their work may be monitored from time to time.

23. Occupational Health and Safety

- 23.1 The Employer regards workplace safety and the safety of its Employees as an imperative. The Employee must read thoroughly and comply with all the Employer's Occupational Health and Safety guidelines as amended by the Employer from time to time.

- 23.2 The Employee must report to their supervisor or manager any accident, incident or hazard arising during the course of the Employee's employment, of which is related to safety in the workplace.

24. Equal Opportunity

- 24.1 The Employer advocates equal opportunity. The Employee must abide by the Employer's equal opportunity and anti discrimination policies in the performance of their duties.
- 24.2 The Employee has an obligation to report to the Employer any instance or complaint of harassment or discrimination that they become aware of through the performance of their duties. Failure to do so will constitute a breach of this Agreement and in certain circumstances, may result in the termination of your employment.

25. Stand Down

- 25.1 The Employer may stand down an Employee without pay where the Employee cannot be usefully employed due to a strike, or breakdown of machinery, or stoppage of work for any cause where the Employer cannot reasonably be held responsible.
- 25.2 For the avoidance of doubt, an Employee's continuity of service is not broken during a period of stand down.

26. Meal Breaks

- 26.1 Employees who work a shift of more than 5 hours duration are entitled to an unpaid meal break in accordance with the provisions of this Agreement. The Employee will be provided with a 30 minute meal break after they have worked five consecutive hours and before the end of their shift. The meal break is to be taken at a time agreed between the Employer and the Employee, taking into account the operational requirements of the Employer.
- 26.2 Where Employees are required to work more than five hours after taking their 30 minute unpaid meal break, the Employee shall be given an additional 20 minute paid rest break.

27. Dispute Resolution Procedure

- 27.1 All disputes or grievances arising between the Parties shall as far as practical be resolved at the workplace level through consultation. Accordingly the following procedure must be followed:
- 27.1.1 Initially the Employee shall discuss any grievance, dispute or claim with their immediate supervisor;
- 27.1.2 If the matter is not resolved at such a meeting, the Parties may hold further discussions with appropriate senior levels of management;

27.1.3 If the matter cannot be resolved at the workplace level, the Parties agree to refer the matter to a mediator. Any such mediator will conduct the mediation in accordance with the provisions of Part 13, Division 6 of the Act.

27.2 To the extent that the dispute concerns Employee entitlements or Employer obligations under the Agreement the Employer may seek independent legal advice.

27.3 This dispute resolution procedure does not apply to Employees where the Employer has given notice and reasons for termination according to clause 5 of the Agreement.

27.4 Where the Parties agree to pursue mediation the Parties:-

27.4.1 Will participate in the mediation process in good faith;

27.4.2 Acknowledge the right of other to appoint in writing, another person to act on their behalf in relation to the mediation process;

27.4.3 Agree not to commence any action against the other; and

27.4.4 Agree that during the time when the Parties attempt to resolve the matter:

- i) the Parties continue to work in accordance with the contract of employment unless the Employee has a reasonable concern about an imminent risk to his or her health or safety; and
- ii) subject to relevant provisions of any state or territory occupational safety law, even if the Employee has a reasonable concern about an imminent risk to his or her health or safety, the Employee must not unreasonably fail to comply with a direction by his or her Employer to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate for the Employee to perform; and
- iii) the Parties must cooperate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible.

28. Savings Clause

28.1 This Agreement will not reduce the aggregate earnings per hour or week as the case may be of existing Employees assuming similar rosters and hours are agreed and worked by the Employee to those for the period 1 month prior to the operation of this Agreement.

SCHEDULE A – AGGREGATE RATES OF PAY

*** *NOTE:* ALL RATES ARE CURRENT AT THE TIME OF PRINTING AND ARE SUBJECT TO ADJUSTMENT BY THE AUSTRALIAN FAIR PAY COMMISSION.**

Part 1 - Permanent Employees

	<i>Unloaded Hourly Rate \$</i>	<i>Loaded Hourly Rate \$</i>
Hospitality Level 7 – Option 1 (incorporates a 25% loading in lieu of penalties for additional hours (pursuant to clause 7.3) and public holidays (pursuant to clause 12).	21.76	
Hospitality Level 7 – Option 2	19.21	
Hospitality Level 6		
17 years of age and under	14.21	15.67
18 years of age	16.24	17.91
19 years of age	18.27	20.14
20 years and over	20.30	22.38
Hospitality Level 5 / Front Office Manager		
17 years of age and under	13.77	15.19
18 years of age	15.74	17.36
19 years of age	17.71	19.52
20 years and over	19.68	21.69
Hospitality Level 4 / Front Office Supervisor		
17 years of age and under	12.90	14.22
18 years of age	14.74	16.25
19 years of age	16.58	18.28
20 years and over	18.43	20.32
Hospitality Level 3 / Front Office Team Member		
17 years of age and under	12.19	13.44
18 years of age	13.93	15.36
19 years of age	15.67	17.28
20 years and over	17.41	19.20
Hospitality Level 2 / Front Office Assistant		
17 years of age and under	11.83	13.04
18 years of age	13.52	14.90
19 years of age	15.21	16.77
20 years and over	16.90	18.63

Hospitality Level 1

17 years of age and under	11.29	12.45
18 years of age	12.90	14.23
19 years of age	14.52	16.10
20 years and over	16.13	17.79

Introductory

17 years of age and under	10.93	12.05
18 years of age	12.49	13.77
19 years of age	14.05	15.50
20 years and over	15.62	17.22

Courtesy Bus Driver

18 years of age	13.12	14.53
19 years of age	14.77	16.35
20 years and over	16.41	18.17

Clerical Level 4

17 years of age and under	13.42	14.86
18 years of age	15.34	16.98
19 years of age	17.25	19.10
20 years and over	19.17	21.23

Clerical Level 3

17 years of age and under	12.56	13.91
18 years of age	14.35	15.90
19 years of age	16.15	17.88
20 years and over	17.94	19.87

Clerical Level 2

17 years of age and under	11.86	13.13
18 years of age	13.55	15.01
19 years of age	15.25	16.88
20 years and over	16.94	18.76

Clerical Level 1

17 years of age and under	11.48	12.72
18 years of age	13.12	14.53
19 years of age	14.77	16.35
20 years and over	16.41	18.17

Security Level 5

21.59	23.91
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Security Level 4

20.86	23.10
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Security Level 3

20.50	22.70
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Security Level 2

20.13	22.29
-------	-------

Security Level 1

19.54	21.64
-------	-------

Apprentice

First Year	10.13	10.96
Second Year	11.98	12.95
Third Year	14.74	15.94
Fourth Year	17.51	18.93

Trainee		
Under 17 years	7.10	7.81
17 years of age	7.82	8.61
18 years of age	9.42	10.36
19 years of age	10.87	11.96
20 years of age	12.75	14.03
21 years and over	14.49	15.94

Part 2 - Casual Employees

	Casual Hourly Rate \$
Hospitality Level 6	
17 years of age and under	16.46
18 years of age	18.81
19 years of age	21.17
20 years and over	23.52
Hospitality Level 5 / Front Office Manager	
17 years of age and under	15.96
18 years of age	18.24
19 years of age	20.52
20 years and over	22.79
Hospitality Level 4 / Front Office Supervisor	
17 years of age and under	14.94
18 years of age	17.08
19 years of age	19.21
20 years and over	21.35
Hospitality Level 3 / Front Office Team Member	
17 years of age and under	14.12
18 years of age	16.14
19 years of age	18.15
20 years and over	20.17
Hospitality Level 2 / Front Office Assistant	
17 years of age and under	13.70
18 years of age	15.66
19 years of age	17.62
20 years and over	19.57
Hospitality Level 1	
17 years of age and under	13.08
18 years of age	14.95
19 years of age	16.82
20 years and over	18.69

Introductory	
17 years of age and under	12.66
18 years of age	14.47
19 years of age	16.28
20 years and over	18.09
Courtesy Bus Driver	
18 years of age	15.48
19 years of age	17.41
20 years and over	19.35
Clerical Level 4	
17 years of age and under	15.83
18 years of age	18.10
19 years of age	20.36
20 years and over	22.62
Clerical Level 3	
17 years of age and under	14.81
18 years of age	16.93
19 years of age	19.04
20 years and over	21.16
Clerical Level 2	
17 years of age and under	13.99
18 years of age	15.99
19 years of age	17.99
20 years and over	19.99
Clerical Level 1	
17 years of age and under	13.54
18 years of age	15.48
19 years of age	17.41
20 years and over	19.35
Security Level 5	25.83
Security Level 4	24.96
Security Level 3	24.53
Security Level 2	24.08
Security Level 1	23.38

SCHEDULE B – PREFERRED HOURS RATES OF PAY

Part 1 - Permanent Employees

	<i>Unloaded Hourly Rate \$</i>	<i>Loaded Hourly Rate \$</i>
Hospitality Level 6		
17 years of age and under	12.63	14.07
18 years of age	14.43	16.07
19 years of age	16.24	18.08
20 years and over	18.04	20.09
Hospitality Level 5 / Front Office Manager		
17 years of age and under	12.27	13.67
18 years of age	14.03	15.62
19 years of age	15.79	17.58
20 years and over	17.53	19.53
Hospitality Level 4 / Front Office Supervisor		
17 years of age and under	11.50	12.81
18 years of age	13.14	14.64
19 years of age	14.79	16.47
20 years and over	16.43	18.30
Hospitality Level 3 / Front Office Team Member		
17 years of age and under	10.87	12.11
18 years of age	12.42	13.84
19 years of age	13.97	15.56
20 years and over	15.53	17.29
Hospitality Level 2 / Front Office Assistant		
17 years of age and under	10.53	11.73
18 years of age	12.03	13.40
19 years of age	13.54	15.08
20 years and over	15.04	16.75
Hospitality Level 1		
17 years of age and under	10.06	11.20
18 years of age	11.50	12.81
19 years of age	12.93	14.40
20 years and over	14.37	16.01
Introductory		
17 years of age and under	9.75	10.86
18 years of age	11.14	12.46
19 years of age	12.53	14.07
20 years and over	13.92	15.51

Courtesy Bus Driver

18 years of age	12.03	13.40
19 years of age	13.54	15.08
20 years and over	15.04	16.75

Clerical Level 4

17 years of age and under	12.27	13.67
18 years of age	14.03	15.62
19 years of age	15.79	17.58
20 years and over	17.53	19.53

Clerical Level 3

17 years of age and under	11.50	12.81
18 years of age	13.14	14.64
19 years of age	14.79	16.47
20 years and over	16.43	18.30

Clerical Level 2

17 years of age and under	10.87	12.11
18 years of age	12.42	13.84
19 years of age	13.97	15.56
20 years and over	15.53	17.29

Clerical Level 1

17 years of age and under	10.53	11.73
18 years of age	12.03	13.40
19 years of age	13.54	15.08
20 years and over	15.04	16.75

Apprentice

First Year	9.04	10.06
Second Year	10.68	11.89
Third Year	13.14	14.64
Fourth Year	15.61	17.38

Trainee

Under 17 years	6.30	7.20
17 years of age	6.92	7.71
18 years of age	8.33	9.28
19 years of age	9.67	10.77
20 years of age	11.26	12.54
21 years and over	12.89	14.36

Part 2 - Casual Employees

**Casual
Hourly Rate
\$**

Hospitality Level 6

17 years of age and under	14.95
18 years of age	17.09
19 years of age	19.22
20 years and over	21.36

**Hospitality Level 5 / Front Office
Manager**

17 years of age and under	14.53
18 years of age	16.61
19 years of age	18.68
20 years and over	20.76

**Hospitality Level 4 / Front Office
Supervisor**

17 years of age and under	13.62
18 years of age	15.56
19 years of age	17.51
20 years and over	19.45

**Hospitality Level 3 / Front Office
Team Member**

17 years of age and under	12.87
18 years of age	14.71
19 years of age	16.55
20 years and over	18.38

**Hospitality Level 2 / Front Office
Assistant**

17 years of age and under	12.47
18 years of age	14.25
19 years of age	16.03
20 years and over	17.81

Hospitality Level 1

17 years of age and under	11.91
18 years of age	13.61
19 years of age	15.31
20 years and over	17.02

Introductory

17 years of age and under	11.54
18 years of age	13.19
19 years of age	14.84
20 years and over	16.49

Courtesy Bus Driver

18 years of age	14.25
19 years of age	16.03
20 years and over	17.81

Clerical Level 4

17 years of age and under	14.53
18 years of age	16.61
19 years of age	18.68
20 years and over	20.76

Clerical Level 3

17 years of age and under	13.62
18 years of age	15.56
19 years of age	17.51
20 years and over	19.45

Clerical Level 2

17 years of age and under	12.87
18 years of age	14.71
19 years of age	16.55
20 years and over	18.38

Clerical Level 1

17 years of age and under	12.47
18 years of age	14.25
19 years of age	16.03
20 years and over	17.81

Released under the
Freedom of Information Act
by the Fair Work Ombudsman

SCHEDULE C - SIGNATURES

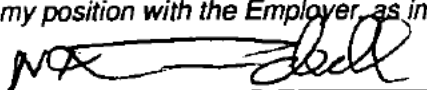
In accordance with Part 8, Division 12 (Regulation 8.13) of the *Workplace Relations Regulations 2006*

We hereby certify that we agree to the terms of the *Laundy Employee Collective Agreement 2008*:

(1) EMPLOYER:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER

I, the undersigned, am authorised to sign this Agreement for and on behalf of the Employer, on the basis of my position with the Employer, as indicated below:

Signed  Date 17/3/08

Name in full (printed) NICK TINDALL

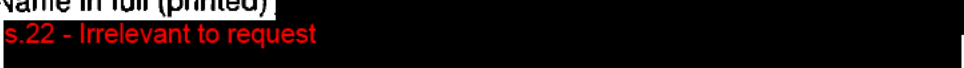
Position DIRECTOR

Address 739 HUME HWY BASS HILL

EMPLOYER'S WITNESS

Witnessed By  Date 17/03/08

Witness Name in full (printed) 

Address 

(2) EMPLOYEE REPRESENTATIVE:

SIGNED FOR AND ON BEHALF OF THE EMPLOYEE/S

I, the undersigned, state that I am an Employee of the Employer and am proposed to be covered by this Agreement. I counted the votes in a secret ballot of Employees in relation to the Agreement, and on this basis I state that a valid majority of Employees have made this Agreement.

Signed  Date 17/3/08

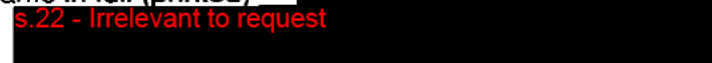
Name in full (printed) 

Address 

EMPLOYEE REPRESENTATIVE'S WITNESS

Witnessed By  Date 17-3-08

Witness Name in full (printed) 

Address 

ANNEXURE A - PREFERRED HOURS ELECTION FORM

My Preferred Days and Times to Work are:

DAY OF WEEK <i>(Please tick preferred days)</i>	TIME OF DAY <i>(Please insert preferred hours)</i>
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	
Public Holiday	

Under this Agreement my preferred times and days to work that suit my personal circumstances, needs and family commitments are those indicated in the above table.

I am aware that I can terminate this preferred hour's arrangement pursuant to clause 10.5 of this Agreement.

Employee Name:

Employee Signature:

Date:



Australian Government

Workplace Authority

14 April 2008

Agreement number: 084808115

TINDSEC LABOUR HIRE PTY LTD
PO BOX 1828
NORTH SYDNEY NSW 2059

Declaration Receipt – Employee collective agreement

This receipt confirms that the Workplace Authority has received a declaration from TINDSEC LABOUR HIRE PTY LTD, on 31 March 2008.

The employer has declared that a copy of an employee collective agreement named TINDSEC LABOUR HIRE PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2008 was provided to the Workplace Authority.

The employee collective agreement started operating on the day the declaration was received by the Workplace Authority provided that it was made prior to 28 March 2008. A multiple business agreement can only operate if the Workplace Authority has authorised the making of the agreement.

The employer must give a copy of this receipt to each employee covered by the agreement. The employer has 21 days to do this and may be liable for a fine of up to \$3,300 (for an individual) or up to \$16,500 (for a corporation) if this does not happen.

If the agreement provided to the Workplace Authority is different to the one that was formally approved by both parties, please contact the Workplace Authority as soon as possible on 1300 363 264.

The Fairness Test

The employee collective agreement will now be considered to see whether the Fairness Test applies. The Fairness Test ensures that employees receive fair compensation in exchange for changes to protected conditions like penalty rates, overtime loadings and annual leave loadings in their workplace agreement.

We will write to you again soon to tell you whether the Fairness Test applies to the agreement. If it does, we may need to contact both parties to the agreement for extra information to help us complete the test. Once we have completed, we will write to you to let you know whether or not the agreement has passed the Fairness Test.

The employer is required to provide copies of these letters to employees covered by the agreement.

For more information about the Fairness Test, protected conditions and the minimum legal entitlements in the Australian Fair Pay and Conditions Standard, visit www.workplaceauthority.gov.au or contact the Workplace Infoline on 1300 363 264.

If you have any other questions, please contact the Workplace Infoline on 1300 363 264 and quote the agreement number at the top of this receipt. Please keep this receipt for your records.

Workplace Authority Director

Community language information

English

This receipt was issued by the Workplace Authority and provides information about workplace agreements. If you cannot read English and need help to understand this information, please call the Workplace Authority through the Translating and Interpreting Service on 13 14 50. This telephone interpreting service will be paid for by the Workplace Authority.

Arabic

هذا الإيصال صادر من Workplace Authority (سلطة أماكن العمل) وهو يعرض معلومات عن اتفاقيات مكان العمل. إذا كنت لا تستطيع قراءة اللغة الإنكليزية واحتجت لمساعدة في فهم هذه المعلومات، يرجى الاتصال بـ Workplace Authority عن طريق خدمة الترجمة الحظية والشفهية على الرقم 13 14 50. وستقوم Workplace Authority بدفع رسوم خدمة الترجمة الشفهية الهاتفية هذه.

Chinese

此收據由工作場所管理局 (Workplace Authority) 簽發。其中提供了有關工作場所協議的信息。如果您不能閱讀英文而需要幫助了解此資料，請致電 13 14 50，透過翻譯及傳譯服務與 Workplace Authority 聯絡。該電話傳譯服務之費用將由 Workplace Authority 支付。

Croatian

Ovu potvrdu je izdala Workplace Authority (Uprava za radne odnose) i u njoj se navode informacije o radnim ugovorima (workplace agreements). Ako ne možete čitati engleski i trebate pomoć kako biste razumjeli ove informacije, molimo nazovite Workplace Authority preko Službe prevoditelja i tumača (Translating and Interpreting Service) na broj 13 14 50. Usluge službe tumača plaća Workplace Authority.

Farsi

این رسید توسط Workplace Authority (اداره مسئول امور محل کار) صادر شده و اطلاعاتی درباره توافق های محل کار ارائه می دهد. اگر شما نمی توانید انگلیسی بخوانید و برای فهمیدن این اطلاعات به کمک نیاز دارید، خواهشمند است از طریق خدمات ترجمه کتبی و شفاهی با شماره 13 14 50 به Workplace Authority تلفن کنید. هزینه این سروس ترجمه تلفنی را Workplace Authority خواهد پرداخت.

Filipino

Ang resibong ito ay ipinalabas ng Workplace Authority (Tagapamahala sa Pinagtatrabahuhang Lugar) at nagbibigay ng impormasyon tungkol sa mga kasunduan sa pinagtatrabahuhan. Kung hindi kayo nakababasa ng Ingles at kailangan niyo ng tulong upang maunangian itong impormasyon, pakitawagan ang Workplace Authority sa pamamagitan ng Serbisyo ng Tagasalimwika at Interpreter (Translating and Interpreting Service) sa 13 14 50. Ang serbisyo ng pagsasalimwika sa telepono ay babayaran ng Workplace Authority.

Greek

Αυτή η απόδειξη εκδόθηκε από το Workplace Authority (Αρχή Εργασιακών Χώρων) και παρέχει πληροφορίες σχετικά με τις συμβάσεις εργασιακού χώρου. Αν δεν μπορείτε να διαβάσετε Αγγλικά και χρειάζεστε βοήθεια για να καταλάβετε αυτές τις πληροφορίες, παρακαλείστε να τηλεφωνήσετε στο Workplace Authority μέσω της Υπηρεσίας Μεταφραστικών και Διερμηνέων (Translating and Interpreting Service) στο 13 14 50. Αυτή η τηλεφωνική υπηρεσία διερμηνέων θα πληρωθεί από το Workplace Authority.

Indonesian

Tanda terima ini dikeluarkan oleh Workplace Authority (Otoritas Tempat Kerja) dan memberi informasi tentang persetujuan tempat kerja. Jika Anda tidak dapat membaca bahasa Inggris dan perlu bantuan untuk memahami informasi ini, silakan telepon Workplace Authority melalui Translating and Interpreting Service (Pelayanan Penerjemahan dan Juru Bahasa) nomor 13 14 50. Pelayanan juru bahasa lewat telepon ini akan dibayar oleh Workplace Authority.

Italian

La presente ricevuta è stata rilasciata dalla Workplace Authority e contiene informazioni sui contratti di lavoro aziendali. Se non siete in grado di leggere l'inglese e avete bisogno di assistenza per comprendere queste informazioni, chiamate la Workplace Authority servendovi del servizio traduzioni e interpreti al numero 13 14 50. Il costo di questo servizio interpreti sarà a carico della Workplace Authority.

Khmer

វិក្កយបត្រនេះចេញដោយ Workplace Authority (អាជ្ញាធរគ្រប់គ្រងទីកន្លែងធ្វើការ) ហើយផ្តល់ព័ត៌មានស្តីអំពីកិច្ចព្រមព្រៀងរបស់ក្រុមហ៊ុន។ ប្រសិនបើលោកអ្នកមិនអាចអានភាសាអង់គ្លេសទេ ហើយត្រូវការជំនួយដើម្បីច្បាស់យល់អំពីព័ត៌មាននេះ សូមទូរស័ព្ទទៅ Workplace Authority តាមរយៈកិច្ចសម្រាកសាសនាស្របច្បាប់ និងភាសាដទៃទៀតលេខ 13 14 50 អាជ្ញាធរ Workplace Authority នឹងបង់ថ្លៃនៃការបកប្រែកិច្ចសម្រាកសាសនាស្របច្បាប់។

Korean

본 접수증은 Workplace Authority(작장 관리국)에서 발행한 것으로서 직장 협약에 관한 정보가 실려 있습니다. 영어에 어려움이 있으셔서 본 정보를 이해하는데 도움이 필요하시면 통번역 서비스를 지원해 드리는 TTS, 전화 13 14 50번을 통해 Workplace Authority로 문의하시기 바랍니다. 전화 통역 서비스 비용은 Workplace Authority가 부담합니다.

Lao

ນີ້គឺជាប័ណ្ណបញ្ជាក់ (ឯកសារព័ត៌មាន) ចេញដោយ Workplace Authority (អង្គការគ្រប់គ្រងទីកន្លែងធ្វើការ) ហើយផ្តល់ព័ត៌មានអំពីកិច្ចព្រមព្រៀងរវាងក្រុមហ៊ុន។ ប្រសិនបើលោកអ្នកមិនអាចអានភាសាអង់គ្លេសទេ ហើយត្រូវការជំនួយដើម្បីច្បាស់យល់អំពីព័ត៌មាននេះ សូមទូរស័ព្ទទៅ Workplace Authority តាមរយៈកិច្ចសម្រាកសាសនាស្របច្បាប់ និងភាសាដទៃទៀតលេខ 13 14 50 អាជ្ញាធរ Workplace Authority នឹងបង់ថ្លៃនៃការបកប្រែកិច្ចសម្រាកសាសនាស្របច្បាប់។

Macedonian

Оваа потврда ја издаде Workplace Authority (Управата за работни организации) и таа содржи информации за работните споразуменија. Ако не можете да читате текстот на англиски јазик и ако ви треба помош да ги разберете овие информации, ве

молиме телефонирајте во Workplace Authority преку Службата за писмено и усмено преведување (Translating and Interpreting Service) на 13 14 50. За ова преведување преку телефон ќе плати Workplace Authority.

Malay

Resit ini dikeluarkan oleh Workplace Authority (Lembaga Tempat Kerja) dan memberi maklumat mengenai perjanjian tempat kerja. Jika anda tidak membaca bahasa Inggeris dan memerlukan bantuan untuk memahami maklumat ini, sila telefon Workplace Authority melalui Perkhidmatan Penerjemahan dan Jurubahasa pada nombor 13 14 50. Perkhidmatan jurubahasa telefon ini akan dibayar oleh Workplace Authority.

Polish

Niniejszy dokument wydany został przez Workplace Authority (Urząd ds. Zatrudnienia) i zawiera informacje na temat umów o pracę. Jeśli nie czytasz po angielsku i potrzebujesz pomocy w zrozumieniu zawartych tu informacji, zatelefonuj do nas za pośrednictwem Biura Tłumaczy (Translating and Interpreting Service), tel. 13 14 50. Koszt pomocy tłumacza pokryty zostanie przez Workplace Authority.

Portuguese

Este recibo foi emitido pela Workplace Authority (Autoridade para as Condições de Trabalho) e oferece informação sobre acordos laborais. Se não puder ler inglês e necessita ajuda para compreender esta informação, por favor contacte a Workplace Authority usando o Serviço de Tradução e Interpretes através do 13 14 50. Este serviço de interpretação telefónica será pago pela Workplace Authority.

Russian

Настоящее уведомление было подготовлено Workplace Authority (Управлением по производственным отношениям) и в нем приводятся информации о трудовых соглашениях. Если вы не можете читать по-английски и нуждаетесь в помощи для понимания настоящей информации, звоните в Workplace Authority через посредство Переводческой службы TTS по тел. 13 14 50. Эта телефонная переводческая услуга будет оплачиваться Workplace Authority.

Samoan

Ole risiti fenei sa aumai e Workplace Authority (Dulea Fa'afaigaluega) ma e maua mai ai fa'amatalaga e uiga i fa'apiga fa'afaigaluega. A le mafai ona e faitau ile gagana Peretania ma e te mana'omia se fa'aso'oini ile fa'amatalaga ma o nei fa'amatalaga, fa'amolemole valaau ile Workplace Authority e auala atu ile Auaunaga o Fa'aliliuupu ma Fa'amatalaupu ile 13 14 50. O le fa'asaunaga ole fa'amatalaupu ile telefoni ole a totogina e Workplace Authority.

Serbian

Ovu potvrdu je izdala Workplace Authority (Organizacija za radne odnose) i u njoj se nalaze informacije o sporazumima o radu. Ako ne znate da čitate na engleskom i treba vam pomoć da biste razumeli ove informacije, molimo nas da nazovete Workplace Authority preko Službe prevodilaca i tumača na 13 14 50. Te usluge tumačenja će platiti Workplace Authority.

Spanish

El presente recibo fue expedido por la Workplace Authority (Autoridad para las condiciones de trabajo) y proporciona información sobre los convenios empresariales. Si usted no sabe leer inglés y necesita ayuda para entender la información contenida en este documento, llame a la Workplace Authority por medio del Translating and Interpreting Service (Servicio de Traducción e Interpretación) al 13 14 50. La Workplace Authority abonará la tarifa de dicho servicio de interpretación telefónica.

Swahili

Risiti hii ilitolewa kutoka kwa afisi ya Workplace Authority (Afisi inayosimamia kazi) na inapeana maelezo kuhusu masikilizano ya Workplace Authority. Ikiwa hauwezi kusoma kingereza na unahitaji msaada kuelewa hayo, tafadhali piga simu afisini ya Workplace Authority kupitia Translating and Interpreting Service (uduma inayopana watafsiri kwa simu) nambari 13 14 50, (moja tatu moja tano sifuri). Uduma hii ya Translating and Interpreting Service italipwa na Workplace Authority.

Thai

เอกสารนี้จัดทำโดยสำนักงาน Workplace Authority (สำนักงานแรงงานสัมพันธ์) ให้คำปรึกษาและช่วยเหลือชาวต่างชาติที่ทำงานในประเทศไทย โดยไม่ต้องเสียค่าบริการ และเพื่อให้ข้อมูลเกี่ยวกับข้อตกลงจ้างงานในสถานประกอบการ หากท่านมีความจำเป็นต้องใช้การช่วยเหลือ กรุณาติดต่อสำนักงาน Workplace Authority ผ่านการบริการของศูนย์แปลภาษา (Translating and Interpreting Service) ที่หมายเลข 13 14 50 ทาง Workplace Authority จะเป็นผู้ชำระค่าใช้จ้างนักแปลภาษาบริการผ่านโทรศัพท์

Tongan

Ko e tohi tali totongi ko 'eni 'oku 'oatu ia' e he Workplace Authority (Ma'u Mafai Ki he Ngaue'anga) pea 'oatu foki ai ha fakamatala faka'aki mo e ngaahi aleapau fakanga'e'anga. Kapau 'oku 'ikai ke ke lava 'o lautohi faka-Pilitania pea 'oku ke toe fiema'u ha tokoni ke mahino 'a e fakamatala ko 'eni, pea ke kataki 'o ta ki he Workplace Authority 'o fakalou atu 'i he Translating and Interpreting Service (Vua Ngaue ki he Fakatomulea mo Liliu Lea) 'i he 13 14 50. 'E totongi 'e he Workplace Authority 'a e fakatomulea he telefoni ko 'eni.

Turkish

Bu makbuz, Workplace Authority (İşyeri Dairesi) tarafından verilmiş olup, işyeri anlaşmaları hakkında bilgi sağlamaktadır. Eğer İngilizce okuyamıyorsanız ve bu bilgiyi anlamakta yardıma ihtiyac duyuyorsanız, lütfen 13 14 50 nolu telefondan Yazılı ve Sözlü Tercümanlık Servisi (Translating and Interpreting Service) kanalıyla Workplace Authority'yi arayınız. Bu telefon tercüme servisinin ücreti Workplace Authority tarafından karşılanacaktır.

Vietnamese

Biên nhận này của Cơ quan Workplace Authority (Chuyên trách về Sở làm) cung cấp thông tin về hợp đồng nơi sở làm. Nếu quý vị không biết tiếng Anh và muốn được giúp để hiểu những thông tin này, xin gọi tới Cơ quan Workplace Authority bằng cách gọi cho Đường dây Thông dịch và Dịch thuật số 13 14 50. Cơ quan Workplace Authority sẽ trả lệ phí dùng đường dây thông dịch.



Australian Government
Workplace Authority

20 August 2008

Agreement number: 084808115

Human Resources Manager
TINDSEC LABOUR HIRE PTY LTD
PO BOX 1828
NORTH SYDNEY NSW 2059

Attention: Human Resources Manager

The Fairness Test will be applied to your collective agreement

The Workplace Authority has previously notified you of the lodgement of a collective agreement named TINDSEC LABOUR HIRE PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2008 (**the Agreement**) by the employer TINDSEC LABOUR HIRE PTY LTD on 31 March 2008. As previously notified, your Agreement began operating on that day.

What is the Fairness Test?

The Fairness Test applies to collective agreements (including greenfields agreements) lodged on or after 7 May 2007 that change or remove certain protected conditions.

It only applies to agreements which cover employees who work in industries or jobs where a federal award usually applies, or where prior to 27 March 2006 a State award usually applied. It also applies if any employees were covered by a former state award or agreement.

The Fairness Test will determine whether in its overall effect on employees covered by the Agreement, fair compensation is provided for changing or removing any of the following protected conditions:

- penalty rates, including for working on public holidays and weekends;
- shift work and overtime loadings;
- monetary allowances for employment related expenses, responsibilities or skills not included in the employee's rate of pay, and disabilities for performing certain tasks or working in particular conditions or locations;
- annual leave loadings;
- public holidays including substituted days and procedures for substitution;
- rest breaks; and
- incentive based payments and bonuses.

Will the Fairness Test be applied to my Agreement?

The Workplace Authority has determined that the Fairness Test must be applied to your Agreement.

Other requirements

This notice relates to whether the Fairness Test must be applied to a workplace agreement. It does not verify that an agreement complies with the other requirements of the *Workplace Relations Act 1996*, for example that it does not contain prohibited content.

Employers must also meet the minimum entitlements of employment contained in the Australian Fair Pay and Conditions Standard. Those conditions will apply where an agreement gives less favourable entitlements.

What happens now?

The Workplace Authority may contact you again for extra information that is needed to conduct the Fairness Test. This may include details of employee responsibilities, hours worked, pay, or shift work rosters.

The Workplace Authority will inform you when the Fairness Test has been completed, whether or not your Agreement passed, and what to do if it has not passed. In the meantime, the Agreement continues to operate.

The employer must take reasonable steps to give copies of this letter to all employees whose employment is subject to the Agreement at the time the employer receives this letter. An employer may be liable for a fine of up to \$3,300 (for an individual) or up to \$16,500 (for a corporation) if the employer doesn't do this as soon as they can.

If a union(s) is party to the collective agreement, the union(s) will also receive this letter from the Workplace Authority.

If you have any questions concerning this letter, you can get more information about the Fairness Test from www.workplaceauthority.gov.au. You can also call the Workplace Infoline on 1300 363 264 quoting the above Agreement number.

Please note that changes to the Workplace Relations Act 1996 have been passed by the federal parliament. These prevent the making of new AWAs. A special transitional agreement - an Individual Transitional Employment Agreement (ITEA) - is available for limited use by users of AWAs as at 1 December 2007 during the transition to the new workplace relations system. ITEAs have a nominal expiry date of no later than 31 December 2009 and must not disadvantage an employee against an applicable collective agreement, or where there is no collective agreement, the applicable award and the Australian Fair Pay and Conditions Standard. Collective Agreements can continue to be lodged. The legislation has introduced a new no-disadvantage test which applies to all new agreements made after the amendments take effect. Agreements awaiting Fairness Test assessments will remain in operation and subject to the previous legislation. Further information regarding workplace agreements is available at www.workplaceauthority.gov.au

Workplace Authority

s.22

From: s.22
Sent: Tuesday, 21 October 2008 16:19
To: s.22
Subject: Additional Information for Tindsec Labour Hire Pty Ltd
Attachments: Additional Information Tindsec Labour Hire Pty Ltd.xls; Annexure A.xls; Annexure B.xls

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

s.22

Attached is additional information and 'Annexure A' calculator for the Tindsec Labour Hire Pty Ltd Employee Collective Agreement. This should provide sufficient information to help you assess the relevant rates of pay set down in this Agreement.

If possible could you please send written confirmation of acceptance of these materials.

Thanks s.22

Kind Regards

s.22

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ABN 12 058 618 358

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General Additional Information Templet (E.I.)**Company Business Name:**

Tindsec Labour Hire Pty Ltd

1. Paypoint classifications in CA and Award Classification confirmation**Applied Award Name**

- (a)
(b)
(c)
(d)

The Hospitality Industry- Accommodation, Hotels, Resorts and Gaming Award 1998
Liquor and Accommodation Industry- Hotels, Resorts and Gaming (Managerial Staff) Award
Security Industry (State) Award

NOTE: ONLY CLERICAL STAFF ARE PRESENTLY OPERAT NG UNDER THE AGREEMENT

CA Classification	Award Classification (a)	Award Classification (b)	Award Classification (c)
Hospitality Staff Introductory	Introductory		
Hospitality Staff Level 1	Food and Beverage Grade 1		
Hospitality Staff Level 2	Food and Beverage Grade 2		
Hospitality Staff Level 3	Food and Beverage Grade 3		
Hospitality Staff Level 4	Cook, Grade 3		
Hospitality Staff Level 5	Food and Beverage Supervisor		
Hospitality Staff Level 6	Cook, Grade 5 (Tradesperson)		
Hospitality Staff Level 7		Manager	
Hospitality Staff Apprentice	Apprentice		
Hospitality Staff Courtesy Bus Driver/Guest Service	Guest Service Grade 1		
Hospitality Staff Front Office Assistant	Front Office, Grade 2		
Hospitality Staff Front Office Team Member	Front Office Grade 3		
Hospitality Staff Front Office Supervisor	Front Office Grade 4		
Front Office Manager	Front Office Supervisor		
Clerical Staff Level 1	Clerical Grade 1		
Clerical Staff Level 2	Clerical Grade 2		
Clerical Staff Level 3	Clerical Grade 3		
Clerical Staff Supervisor	Clerical Grade 4		
Security Staff Level 1			Security Officer Grade 1
Security Staff Level 2			Security Officer Grade 2
Security Staff Level 3			Security Officer Grade 3
Security Staff Level 4			Security Officer Grade 4
Security Staff Level 5			Security Officer Grade 5

NOTE AGAIN THAT ONLY CLERICAL STAFF ARE
OPERATING UNDER THE AGREEMENT. ALL OTHER
START AND FINISH TIMES PROVIDED ARE
INDICATIVE OF HOW ROSTERING MAY OCCUR IF AT
ANY TIME IN THE FUTURE EMPLOYEES ARE
EMPLOYED BY TINDSEC PTY LTD UNDER THE

Please list relevant award classifications under suitable column.

2. Please complete the table below to indicate the typical hours worked per week.

(Note The breakdown between ordinary time and overtime should be in accordance with the Award which would have applied, but for the CA.)

	Ordinary hours		Overtime hours	
	No of hours per day	Start and finish* (eg 9am-5pm)	No of hours per day	Start and finish (eg 5pm-9pm)

Monday	Hospitality- 6 18574 Security- 6 054	Hospitality- 10am-1pm; 2 30pm-5 30pm; 5pm-11pm; 9am-2pm; 9am-12midday; 9am-2pm; 10am-2pm; 3 30pm-8pm; 4 30pm-10pm; 10 30am-3pm 10am-5pm; 4 30pm-7 30pm; 7pm-10pm Clerical- 9am-5pm Security- 8 30pm-2am; 8 30pm-12midnight	0	
Tuesday	Hospitality- 6 18574 Security- 6 054	Hospitality- 10am-1pm; 2 30pm-5 30pm; 5pm-11pm; 9am-2pm; 9am-12midday; 9am-2pm; 10am-2pm; 3 30pm-8pm; 4 30pm-10pm; 10 30am-3pm 10am-5pm; 4 30pm-7 30pm; 7pm-10pm Clerical- 9am-5pm Security- 8 30pm-2am; 8 30pm-12midnight	0	
Wednesday	Hospitality- 6 18574Security- 6 054	Hospitality- 10am-1pm; 2 30pm-5 30pm; 5pm-11pm; 9am-2pm; 9am-12midday; 9am-2pm; 10am-2pm; 3 30pm-8pm; 4 30pm-11 30pm; 10 30am-3pm 10am- 5pm; 4 30pm-7 30pm; 8pm-12midnight Clerical 9am-5pmSecurity- 7pm-10pm; 8 30pm-12midnight	0	
Thursday	Hospitality- 6 18574 Security- 6 054	Hospitality- 10am-1pm; 2 30pm-5 30pm; 5pm-11pm; 9am-2pm; 9am-12midday; 9am-2pm; 10am-2pm; 3 30pm-8pm; 4 30pm-11 30pm; 10 30am-3pm 10am- 5pm; 4 30pm-7 30pm; 8pm-12midnight Clerical 9am-5pmSecurity- 7pm-10pm; 8 30pm-12midnight	0	
Friday	Hospitality 6 18574 Security- 6 054	Hospitality- 10am-1pm; 2 30pm-5 30pm; 5pm-11pm; 9am-2pm; 9am-12midday; 9am-2pm; 10am-2pm; 3 30pm-8pm; 4 30pm-11 30pm; 10 30am-3pm 10am- 5pm; 4 30pm-7 30pm; 8pm-12midnight Clerical 9am-5pmSecurity- 7pm-10pm; 8 30pm-12midnight	0	
Saturday	Hospitality- 3 882 Security- 5 417	Hospitality- 12midday-3pm; 10am-3pm; 7pm-10pm; 6pm-10am; 10am-2pm; 5pm- 9 30pm; 11am-4pm; 6 30pm-10pm; 2pm- 8 30pm Security- 8 30pm-12midnight; 5pm-10pm; 7pm-12midnight; 8pm-1am	0	

* These 'Start and Finish Times' as stipulated are indicative shifts; not all baking or retail employees covered by the ECA work these shifts on a week to week basis. As specified in clause 8.2 the Employer is expressly required according to the terms to roster employees fairly and equitably by rotating the allocation of weekend and public holiday hours, thereby ensuring no employee will be financially disadvantaged under the Agreement as compared to the award.

Sunday	Hospitality- 3 1895 Security- 2 26	Hospitality- 11am-4pm; 7 30pm-12; 10am-5pm; 2pm-6pm; 6 30pm-9 30pm; 10am-2pm 3pm-6pm Security- 6pm- 10pm	0	
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The legal minimum pay rates under the agreement are loaded to include compensation for: applicable penalties, loadings, allowances and entitlements otherwise payable under the Relevant Award as defined in Section 346B of the prevailing legislation at the time of lodgment ("the prevailing legislation") The rates incorporated in the Agreement thus meet the condition set down in Subdivision C Section 346M of the prevailing legislation that, for an Employee Collective Agreement to pass the Fairness Test, the agreement must 'on balance...provide fair compensation, in its overall effect on the employees whose employment is subject to the collective agreement' (what herein is called the 'On balance fair compensation' application).

Attached in Annexure A is all calculations made in relation to the Agreement which ensure that the On Balance Fair Compensation requirements are satisfied by the single hourly rates included in the agreement. The calculator that was used in creating this agreement was formulated with guidance from the then Office of Employment Advocate (OEA) under the previous Part VIE- No-Disadvantage Test.

The legal minimum pay rates under the agreement are loaded to include compensation for: applicable penalties, loadings, allowances and entitlements otherwise payable under the Relevant Award as defined in Section 346B of the prevailing legislation at the time of lodgment ("the prevailing legislation") The rates incorporated in the Agreement thus meet the condition set down in Subdivision C Section 346M of the prevailing legislation that, for an Employee Collective Agreement to pass the Fairness Test, the agreement must 'on balance...provide fair compensation, in its overall effect on the employees whose employment is subject to the collective agreement' (what herein is called the 'On balance fair compensation' application).

Attached in Annexure A is all calculations made in relation to the Agreement which ensure that the On Balance Fair Compensation requirements are satisfied by the single hourly rates included in the agreement. The calculator that was used in creating this agreement was formulated with guidance from the then Office of Employment Advocate (OEA) under the previous Part VIE- No-Disadvantage Test.

The legal minimum pay rates under the agreement are loaded to include compensation for: applicable penalties, loadings, allowances and entitlements otherwise payable under the Relevant Award as defined in Section 346B of the prevailing legislation at the time of lodgment ("the prevailing legislation") The rates incorporated in the Agreement thus meet the condition set down in Subdivision C Section 346M of the prevailing legislation that, for an Employee Collective Agreement to pass the Fairness Test, the agreement must 'on balance...provide fair compensation, in its overall effect on the employees whose employment is subject to the collective agreement' (what herein is called the 'On balance fair compensation' application).

Attached in Annexure A is all calculations made in relation to the Agreement which ensure that the On Balance Fair Compensation requirements are satisfied by the single hourly rates included in the agreement. The calculator that was used in creating this agreement was formulated with guidance from the then Office of Employment Advocate (OEA) under the previous Part VIE- No-Disadvantage Test. It is contended that an On Balance Fair Compensation application is comprehensively and accurately reflected in the materials contained in Annexure A. It is clear from said materials that:

(a) The single hourly rate of pay takes account of the relevant Federal Minimum Wage rates as they stood at the lodgement date pursuant to section 346N and 346M (2)(a) of the prevailing legislation.

(b) That all relevant penalties and allowances required to be accounted for in the creation of an Employee Collective Agreement under the Fairness Test have been compensated for in calculations for this Agreement. Furthermore, it is apparent that all hours that fall under such parameters have been factored into single hourly rate calculations made regarding this agreement. It is contended that an On Balance Fair Compensation application has been made, as all hours worked by each individual employee proportionally over a 52 week period, which would otherwise be subject to a penalty or loading under the Relevant Award has been included in all single hourly rates contained in the agreement. As such, no employee subject to this agreement is unfairly compensated as a consequence of the formulated single hourly rates of pay as all losses of award entitlement applicable to all employees have been duly compensated for on an annual basis.

(c) The materials contained in Annexure A show that an additional \$200.00 annual advantage has been made in all relevant agreement calculations to additionally compensate all employees subject to the agreement in a manner outside any parameters set down by the Relevant Award. This further signifies that an On Balance Fair Compensation application has been made to this agreement; as required under Section 346M of the Workplace Relations Act.

3. What would be the typical number of hours worked per public holiday ? (Best estimate if no history available)

No. of public holiday work per year

How many hours work on Public holiday

Hospitality/Clerical

4

7.6

Security Staff

4

8

4. Business span of hours (e.g. 9.00am - 5.30 pm Mon-Sat)*

10am-10pm- Monday-Sunday

*We submit that study of operating hours of the business viewed alone will not provide sufficient indication of whether the agreement 'on balance...provide fair compensation, in its overall effect on the employees whose employment is subject to the collective agreement' (what herein is called the 'On balance fair compensation' application) pursuant to s 346M of the prevailing legislation. The Workplace Authority must in its assessment have regard to the working patterns of employees, pursuant to s 346M(2)(b) of the prevailing legislation. As has already been mentioned, Annexure A and B demonstrates that all relevant penalties under the relevant award have been compensated for in calculations for this Agreement. Furthermore, it is apparent that all hours that fall under such parameters have been factored into single hourly rate calculations made regarding this agreement. It is contended that an On Balance Fair Compensation application has been made, as all hours worked by each individual employee proportionally over a 52 week period, which would otherwise be subject to a penalty under the Relevant Award has been included in all single hourly rates contained in the agreement.

5. Are employees required wear uniform in work?

No

If YES, does employer provide uniform and laundry for employees?

No and No

6. Are there any apprentice?

No

7. Are employees required travel during work?

No

8. Are there any Trainee covered by this agreement when lodged?

No

If yes, please advice the Wage/Skill Level:

Released under the
Freedom of Information Act
by the Fair Work Ombudsman

Permanent (Unloaded) Introductory

20 years	\$	13.74	0.184962	\$	13.92
19 years	\$	12.37	0.166465	\$	12.53
18 years	\$	10.99	0.147969	\$	11.14
17 years	\$	9.62	0.129473	\$	9.75

Permanent (Loaded) Introductory

20 years	\$	13.74	1.770346	\$	15.51
19 years	\$	12.37	1.699532	\$	14.07
18 years	\$	10.99	1.469387	\$	12.46
17 years	\$	9.62	1.239242	\$	10.86

Casual Introductory

20 years	\$	16.49
19 years	\$	14.84
18 years	\$	13.19
17 years	\$	11.54

Permanent (Unloaded) Level 1

20 years	\$	14.18	0.190885	\$	14.37
19 years	\$	12.76	0.171796	\$	12.93
18 years	\$	11.34	0.152708	\$	11.50
17 years	\$	9.93	0.133619	\$	10.06

Permanent (Loaded) Level 1

20 years	\$	14.18	1.827038	\$	16.01
19 years	\$	12.76	1.644335	\$	14.41
18 years	\$	11.34	1.461631	\$	12.81
17 years	\$	9.93	1.278927	\$	11.20

Casual Level 1

20 years	\$	17.02
19 years	\$	15.31
18 years	\$	13.61
17 years	\$	11.91

Permanent (Unloaded) Level 2

20 years	\$	14.84	0.199769	\$	15.04
19 years	\$	13.36	0.179792	\$	13.54
18 years	\$	11.87	0.159815	\$	12.03
17 years	\$	10.39	0.139838	\$	10.53

Permanent (Loaded) Level 2

20 years	\$	14.84	1.912077	\$	16.75
19 years	\$	13.36	1.720869	\$	15.08
18 years	\$	11.87	1.529662	\$	13.40
17 years	\$	10.39	1.338454	\$	11.73

Casual Level 2

20 years	\$	17.81
19 years	\$	16.03
18 years	\$	14.25
17 years	\$	12.47

Permanent (Unloaded) Level 3

20 years	\$	15.32	0.206231	\$	15.53
19 years	\$	13.79	0.185608	\$	13.97
18 years	\$	12.26	0.164985	\$	12.42
17 years	\$	10.72	0.144362	\$	10.87

Permanent (Loaded) Level 3

20 years	\$	15.32	1.973923	\$	17.29
19 years	\$	13.79	1.776531	\$	15.56
18 years	\$	12.26	1.579138	\$	13.84
17 years	\$	10.72	1.381746	\$	12.11

Casual Level 3

20 years	\$	18.38
19 years	\$	16.55
18 years	\$	14.71
17 years	\$	12.87

Permanent (Unloaded) Level 4

20 years	\$	16.21	0.218212	\$	16.43
19 years	\$	14.59	0.19639	\$	14.79

Permanent (Loaded) Level 4

20 years	\$	16.21	2.088596	\$	18.30
19 years	\$	14.59	1.879737	\$	16.47

Casual Level 4

20 years	\$	19.45
19 years	\$	17.51

18 years \$ 12.97 0.174569 \$ 13.14
 17 years \$ 11.35 0.152748 \$ 11.50

18 years \$ 12.97 1.670877 \$ 14.64
 17 years \$ 11.35 1.462017 \$ 12.81

18 years \$ 15.56
 17 years \$ 13.62

Permanent (Unloaded) Level 5

20 years \$ 17.30 0.232885 \$ 17.53
 19 years \$ 15.57 0.223569 \$ 15.79
 18 years \$ 13.84 0.193294 \$ 14.03
 17 years \$ 12.11 0.163019 \$ 12.27

Permanent (Loaded) Level 5

20 years \$ 17.30 2.229038 \$ 19.53
 19 years \$ 15.57 2.006135 \$ 17.58
 18 years \$ 13.84 1.783231 \$ 15.62
 17 years \$ 12.11 1.560327 \$ 13.67

Casual Level 5

20 years \$ 20.76
 19 years \$ 18.68
 18 years \$ 16.61
 17 years \$ 14.53

Permanent (Unloaded) Level 6

20 years \$ 17.80 0.239615 \$ 18.04
 19 years \$ 16.02 0.215654 \$ 16.24
 18 years \$ 14.24 0.191692 \$ 14.43
 17 years \$ 12.46 0.167731 \$ 12.63

Permanent (Loaded) Level 6

20 years \$ 17.80 2.293462 \$ 20.09
 19 years \$ 16.02 2.064115 \$ 18.08
 18 years \$ 14.24 1.834769 \$ 16.07
 17 years \$ 12.46 1.605423 \$ 14.07

Casual Level 6

20 years \$ 21.36
 19 years \$ 19.22
 18 years \$ 17.09
 17 years \$ 14.95

Permanent (Unloaded) Apprentice

1st yr \$ 8.92 0.120016 \$ 9.04
 2nd yr \$ 10.54 0.141838 \$ 10.68
 3rd yr \$ 12.97 0.174569 \$ 13.14
 4th yr \$ 15.40 0.207301 \$ 15.61

Permanent (Loaded) Apprentice

1st yr \$ 8.92 1.148728 \$ 10.06
 2nd yr \$ 10.54 1.357588 \$ 11.89
 3rd yr \$ 12.97 1.670877 \$ 14.64
 4th yr \$ 15.40 1.984166 \$ 17.38

Permanent (Unloaded) Trainee

21 years \$ 12.72 0.171231 \$ 12.89
 20 years \$ 11.11 0.149558 \$ 11.26
 19 years \$ 9.54 0.128423 \$ 9.67
 18 years \$ 8.22 0.110654 \$ 8.33
 17 years \$ 6.83 0.091942 \$ 6.92
 16 years \$ 6.22 0.083731 \$ 6.30

Permanent (Loaded) Trainee

21 years \$ 12.72 1.638923 \$ 14.36
 20 years \$ 11.11 1.431481 \$ 12.54
 19 years \$ 9.54 1.229192 \$ 10.77
 18 years \$ 8.22 1.059115 \$ 9.28
 17 years \$ 6.83 0.880019 \$ 7.71
 16 years \$ 6.22 0.801423 \$ 7.02

Option 2 (Unloaded) Level 7

\$ 17.41 0.234365 #NAME? #NAME?

Option 2 (Loaded) Level 7

\$ 17.41 2.243212 #NAME? #NAME?

Note: All summaries expressed in terms of hourly rates rather than weekly or annual.

	Permanent Introductory		Casual Introductory		Trainee Adult 21	
	Base	NDT Calculator	Base	NDT Calculator	Base	NDT Calculator
AWA	\$17.22	\$18.90	\$18.09	\$19.83	\$14.49	\$15.90
Award	\$13.74	\$18.67	\$16.49	\$19.79	\$12.72	\$15.85
Advantage						
/Disadvantage		\$0.22		\$0.04		\$0.06
		1%		0%		0%

Permanent Levels

Lvl 1	\$17.79
Lvl 2	\$18.63
Lvl 3	\$19.20
Lvl 4	\$20.32
Lvl 5	\$21.69
Lvl 6	\$22.38

Casual Levels

Lvl 1	\$18.69
Lvl 2	\$19.57
Lvl 3	\$20.17
Lvl 4	\$21.35
Lvl 5	\$22.79
Lvl 6	\$23.52

Permanent Juniors	20 years	19 years	18 years	17 years	<17 years
Trainee	\$12.75	\$10.87	\$9.42	\$7.82	\$7.10
Introductory		\$15.50	\$13.77	\$12.05	
Lvl 1		\$16.01	\$14.23	\$12.45	
Lvl 2		\$16.77	\$14.90	\$13.04	
Lvl 3		\$17.28	\$15.36	\$13.44	
Lvl 4		\$18.28	\$16.25	\$14.22	
Lvl 5		\$19.52	\$17.36	\$15.19	
Lvl 6		\$20.14	\$17.91	\$15.67	

Casual Jun	19 years	18 years	17 years
Introductory	\$16.28	\$14.47	\$12.66
Lvl 1	\$16.82	\$14.95	\$13.08
Lvl 2	\$17.62	\$15.66	\$13.70
Lvl 3	\$18.15	\$16.14	\$14.12
Lvl 4	\$19.21	\$17.08	\$14.94
Lvl 5	\$20.52	\$18.24	\$15.96
Lvl 6	\$21.17	\$18.81	\$16.46

Apprentices

First Yr	\$ 11.17
Second Yr	\$ 13.21
Third Yr	\$ 16.25
Fourth Yr	\$ 19.30

Award-AWA Comparison Calculator ver 3.0a

Award Information

(includes award classification number and date of the variation)

Select the appropriate rates for the following:

AWARD PARAMETERS

Annual leave includes:
☒ Ordinary Hours only
☐ Ordinary hours at penalty rates
☐ Ordinary & overtime hours at penalty rates

Superannuation is based on:
☒ Ordinary hours at penalty rates
☐ Ordinary & overtime hours at penalty rates

Overtime (ie Overtime Hrs 1-82)
☒ Casual loading

Ordinary hrs with penalty (ie Ordinary Hrs 2-6)
☒ Ordinary rates ☐ Casual loading ☐ Otr

AWA PARAMETERS

Annual leave includes:
☒ Ordinary Hours only
☐ Ordinary hours at penalty rates
☐ Ordinary & overtime hours at penalty rates

Superannuation is based on:
☒ Ordinary hours at penalty rates
☐ Ordinary & overtime hours at penalty rates

Overtime (ie Overtime Hrs 1-82)
☒ Casual loading

Ordinary hrs with penalty (ie Ordinary Hrs 2-6)
☒ Ordinary rates ☐ Casual loading ☐ Otr

CLIENT NAME

AWARD \$522.12 per week

AWA \$654.26 per week

ALL PURPOSE ALLOWANCE \$0.00

ALL PURPOSE ALLOWANCE \$17.22 an hour

HRS/HOLIDAY 7.6

HRS/HOLIDAY 7.6

HOURS / WEEK 38

HOURS / WEEK 38

CASUAL LOADING 0 %

CASUAL LOADING 0 %

AWARD WEEKLY WORK PROFILE

AWA WEEKLY WORK PROFILE

24.1107	hours @	NORMAL	=	\$15.74	=	\$201.38	Monday - Friday	38	hours @	NORMAL	=	\$17.22	=	\$654.26	Ordinary Hrs 1
3.882	hours @	175 %	=	\$17.18	=	\$66.67	Saturday	0	hours @	150 %	=	\$25.83	=	\$0.00	Ordinary Hrs 2
3.18954	hours @	175 %	=	\$24.05	=	\$76.69	Sunday	0	hours @	175 %	=	\$30.13	=	\$0.00	Ordinary Hrs 3
6.5437	hours @	110.7 %	=	\$15.21	=	\$99.51	7pm-11am M-F	0	hours @	200 %	=	\$34.43	=	\$0.00	Ordinary Hrs 4
6.26852	hours @	115.28 %	=	\$15.84	=	\$4.25	12am-7am M-F	0	hours @	150 %	=	\$25.83	=	\$0.00	Ordinary Hrs 5
0	hours @	200 %	=	\$27.48	=	\$0.00		0	hours @	200 %	=	\$34.43	=	\$0.00	Ordinary Hrs 6
0	hours @	150 %	=	\$20.61	=	\$0.00		0	hours @	150 %	=	\$25.83	=	\$0.00	Overtime 1
0	hours @	200 %	=	\$27.48	=	\$0.00		0	hours @	200 %	=	\$34.43	=	\$0.00	Overtime 2
38	hours total					\$579.51		38	hours total					\$654.26	
						\$15.22								\$17.22	

Entitlements under this Award:

Annual leave	4	weeks per year	\$ 2,089.48
Leave loading	4	weeks at 75.5%	\$ 265.48
Superannuation	1	weeks at 9%	\$ 2,316.78
Public hol's worked	4	days at 250%	\$ 678.54
Late Night (1st 2)	0	units/wk	\$ -
Late night (after)	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -

Other Entitlements under this Award:

Personal Leave	10	days per year	\$1,044.30
Redundancy	0	days per year	\$0.00
Long Service	0	days per year	\$0.00
Accident Make-up	0	weeks per year	\$0.00

Entitlements under this AWA:

Annual leave	0	weeks per year	\$ -
Leave loading	0	weeks at 17.5%	\$ -
Superannuation	1	weeks at 9%	\$ 2,072.45
Public hol's worked	4	days at 150%	\$ 281.78
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -

Other Entitlements under this AWA:

Personal Leave	0	days per year	\$0.00
Redundancy	0	days per year	\$0.00
Long Service	0	days per year	\$0.00
Accident Make-up	0	weeks per year	\$0.00

Award-AWA Comparison Calculator ver 3.0a

Award Information

(includes award classification rate and date of the variation)

Select the appropriate rates for the following:

AWARD PARAMETERS

Annual leave includes:

☒ Ordinary Hours only

☐ Ordinary hours at penalty rates

☐ Ordinary & overtime hours at penalty rates

Superannuation is based on:

☒ Ordinary hours at penalty rates

☐ Ordinary & overtime hours at penalty rates

Ductime (ie Overtime Hrs 1 & 2)

☒ Casual loading

Ordinary hrs with penalties (ie Ordinary Hrs 2-6)

☐ Penalty rates ☒ Casual loading ☐ None

AWA PARAMETERS

Annual leave includes:

☒ Ordinary Hours only

☐ Ordinary hours at penalty rates

☐ Ordinary & overtime hours at penalty rates

Superannuation is based on:

☒ Ordinary hours at penalty rates

☐ Ordinary & overtime hours at penalty rates

Ductime (ie Overtime Hrs 1 & 2)

☒ Casual loading

Ordinary hrs with penalties (ie Ordinary Hrs 2-6)

☐ Penalty rates ☒ Casual loading ☐ None

CLIENT NAME

AWARD \$522.12 per week

AWA \$572.89 per week

ALL PURPOSE ALLOWANCE \$0.00

ALL PURPOSE ALLOWANCE \$15.08 an hour

HRS/HOLIDAY 7.6

HRS/HOLIDAY 7.6

HOURS / WEEK 38

HOURS / WEEK 38

CASUAL LOADING plus 20 %

CASUAL LOADING plus 20 %

AWARD WEEKLY WORK PROFILE

AWA WEEKLY WORK PROFILE

24.1107	hours @	NORMAL	=	\$16.48	=	\$297.63	Monday - Friday	38	hours @	NORMAL	=	\$18.09	=	\$687.46	Ordinary Hrs 1
3.882	hours @	175 %	=	\$20.61	=	\$80.01	Saturday	0	hours @	150 %	=	\$27.14	=	\$0.00	Ordinary Hrs 2
3.18954	hours @	175 %	=	\$24.05	=	\$76.69	Sunday	0	hours @	175 %	=	\$31.66	=	\$0.00	Ordinary Hrs 3
6.5437	hours @	108.92 %	=	\$17.96	=	\$117.50	7pm-11pm M-F	0	hours @	200 %	=	\$36.18	=	\$0.00	Ordinary Hrs 4
6.26852	hours @	112.74 %	=	\$18.59	=	\$4.99	12am-7am M-F	0	hours @	150 %	=	\$27.14	=	\$0.00	Ordinary Hrs 5
0	hours @	100 %	=	\$20.61	=	\$0.00		0	hours @	200 %	=	\$36.18	=	\$0.00	Ordinary Hrs 6
0	hours @	150 %	=	\$20.61	=	\$0.00		0	hours @	150 %	=	\$27.61	=	\$0.00	Overtime 1
0	hours @	200 %	=	\$27.48	=	\$0.00		0	hours @	200 %	=	\$36.15	=	\$0.00	Overtime 2
38	hours total					\$676.83		38	hours total					\$687.46	
						\$17.81								\$18.09	

Entitlements under this Award:

Annual leave	0	weeks per year	\$ -
Leave loading	0	weeks at 75.5%	\$ -
Superannuation	1	weeks at 9%	\$ 3,378.45
Public hol's worked	4	days at 250%	\$ 701.85
Late Night (1st 7)	0	units/wk	\$ -
Late night (after)	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -

Other Entitlements under this Award:

Personal Leave	0	days per year	\$0.00
Redundancy	0	days per year	\$0.00
Long Service	0	days per year	\$0.00
Accident Make-up	0	weeks per year	\$0.00

Entitlements under this AWA:

Annual leave	0	weeks per year	\$ -
Leave loading	0	weeks at 17.1%	\$ -
Superannuation	1	weeks at 9%	\$ 3,228.39
Public hol's worked	4	days at 150%	\$ 729.15
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -

Other Entitlements under this AWA:

Personal Leave	0	days per year	\$0.00
Redundancy	0	days per year	\$0.00
Long Service	0	days per year	\$0.00
Accident Make-up	0	weeks per year	\$0.00

Award-AWA Comparison Calculator ver 3.0a

Award Information

(includes award classification rate and date of the variation)

Select the appropriate rates for the following:

AWARD PARAMETERS

Annual leave includes:
☒ Ordinary Hours only
☐ Ordinary hours at penalty rates
☐ Ordinary & overtime hours at penalty rates

Superannuation is based on:
☒ Ordinary hours at penalty rates
☐ Ordinary & overtime hours at penalty rates

Penalty (ie Overtime Hrs 1 & 2)
☒ No loading
☐ Loading

Penalty hrs with penalty (ie Ordinary Hrs 2-6)
☒ No loading
☐ Loading

CLIENT NAME

AWARD \$483.36 per week

ALL PURPOSE ALLOWANCE \$0.00

HRS/HOLIDAY 7.6

HOURS / WEEK 38

CASUAL LOADING 0 %

AWARD WEEKLY WORK PROFILE

24.1107	hours @	NORMAL	=	\$12.72	=	\$266.78	Monday - Friday
3.882	hours @	175 %	=	\$15.90	=	\$61.72	Saturday
3.18954	hours @	175 %	=	\$22.26	=	\$71.00	Sunday
6.5437	hours @	111.56 %	=	\$14.19	=	\$92.85	7pm-11pm M-F
6.26852	hours @	116.51 %	=	\$14.82	=	\$93.96	12am-7am M-F
0	hours @	200 %	=	\$25.44	=	\$0.00	
0	hours @	150 %	=	\$19.08	=	\$0.00	
0	hours @	200 %	=	\$25.44	=	\$0.00	
38	hours total					\$526.32	
						\$14.11	

Entitlements under this Award:

Annual leave	0	weeks per year	\$ -
Leave loading	4	weeks at 75.5%	\$ 338.33
Superannuation	1	weeks at 9%	\$ 2,018.58
Public hol's worked	4	days at 250%	\$ 590.04
Late Night (1st 2)	0	units/wk	\$ -
Late night (after)	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -

Other Entitlements under this Award:

Personal Leave	0	days per year	\$0.00
Redundancy	0	days per year	\$0.00
Long Service	0	days per year	\$0.00
Accident Make-up	0	weeks per year	\$0.00

AWA PARAMETERS

Annual leave includes:
☒ Ordinary Hours only
☐ Ordinary hours at penalty rates
☐ Ordinary & overtime hours at penalty rates

Superannuation is based on:
☒ Ordinary hours at penalty rates
☐ Ordinary & overtime hours at penalty rates

Penalty (ie Overtime Hrs 1 & 2)
☒ No loading
☐ Loading

Penalty hrs with penalty (ie Ordinary Hrs 2-6)
☒ No loading
☐ Loading

AWA \$550.60 per week

ALL PURPOSE ALLOWANCE \$0.00

HRS/HOLIDAY 7.6

HOURS / WEEK 38

CASUAL LOADING 0 %

AWA WEEKLY WORK PROFILE

38	hours @	NORMAL	=	\$14.49	=	\$550.60	Ordinary Hrs 1
0	hours @	150 %	=	\$21.73	=	\$0.00	Ordinary Hrs 2
0	hours @	175 %	=	\$25.36	=	\$0.00	Ordinary Hrs 3
0	hours @	200 %	=	\$28.98	=	\$0.00	Ordinary Hrs 4
0	hours @	150 %	=	\$21.73	=	\$0.00	Ordinary Hrs 5
0	hours @	200 %	=	\$28.98	=	\$0.00	Ordinary Hrs 6
0	hours @	150 %	=	\$21.73	=	\$0.00	Overtime 1
0	hours @	200 %	=	\$28.98	=	\$0.00	Overtime 2
38	hours total					\$550.60	
						\$14.49	

Entitlements under this AWA:

Annual leave	0	weeks per year	\$ -
Leave loading	0	weeks at 17.1%	\$ -
Superannuation	1	weeks at 9%	\$ 2,585.69
Public hol's worked	4	days at 150%	\$ 220.24
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -
Allowance/Other	0	units/wk	\$ -

Other Entitlements under this AWA:

Personal Leave	0	days per year	\$0.00
Redundancy	0	days per year	\$0.00
Long Service	0	days per year	\$0.00
Accident Make-up	0	weeks per year	\$0.00

Permanent Level 1		Casual Level 1		Trainee 21 yrs		
Base	NDT Calculator	Base	NDT Calculator	Base	NDT Calculator	
AWA	\$19.54	\$23.39	\$23.38	\$25.48	\$15.49	\$18.54
Award	\$15.82	\$23.28	\$15.82	\$25.37	\$12.50	\$18.45
Advantage /Disadvantage		\$0.11		\$0.11		\$0.09
		0%		0%		0%

Perm Level 2 20.1312432
 Lvl 3 20.5024881
 Lvl 4 \$20.86
 Lvl 5 \$21.59

Casual Level 2 24.0845012
 Lvl 3 24.5286491
 Lvl 4 24.9564336
 Lvl 5 25.8283659

Trainees

20 yrs \$13.66
 19 yrs \$11.67
 18 yrs \$10.15
 17 yrs \$8.47
 16 yrs \$7.71

Perm load Level 2 22.29569
 Level 3 22.70685
 Level 4 23.102864
 Level 5 23.910036

Award-AWA Comparison Calculator ver 3.0a

Award Information

(includes award classification, award name and date of the variation)

Select the appropriate rates for the following:

AWARD PARAMETERS

Annual leave includes:
☒ Ordinary Hours only
☐ Ordinary hours at penalty rates
☐ Ordinary & overtime hours at penalty rates

Superannuation is based on:
☒ Ordinary hours at penalty rates
☐ Ordinary & overtime hours at penalty rates

Penalty (ie Overtime Hrs 1 & 2)
☒ None loading

Penalty hrs with penalty (ie Ordinary Hrs 2-6)
☒ Ordinary rates ☐ None loading ☐ One

AWA PARAMETERS

Annual leave includes:
☒ Ordinary Hours only
☐ Ordinary hours at penalty rates
☐ Ordinary & overtime hours at penalty rates

Superannuation is based on:
☒ Ordinary hours at penalty rates
☐ Ordinary & overtime hours at penalty rates

Penalty (ie Overtime Hrs 1 & 2)
☒ None loading

Penalty hrs with penalty (ie Ordinary Hrs 2-6)
☒ Ordinary rates ☐ None loading ☐ One

CLIENT NAME

AWARD \$570.00 per week

AWA \$742.49 per week

ALL PURPOSE ALLOWANCE \$0.00

ALL PURPOSE ALLOWANCE \$19.54 an hour

HRS/HOLIDAY 8.0

HRS/HOLIDAY 6.0

HOURS / WEEK 38

HOURS / WEEK 38

CASUAL LOADING 0 %

CASUAL LOADING 0 %

AWARD WEEKLY WORK PROFILE

AWA WEEKLY WORK PROFILE

18.895	hours @	NORMAL	=	\$15.82	=	\$295.15	Mon - Fri
5.417	hours @	150 %	=	\$23.73	=	\$128.55	Saturday
2.26	hours @	200 %	=	\$31.64	=	\$71.51	Sunday
11.575	hours @	121.7 %	=	\$19.25	=	\$222.85	Night/Spn
0	hours @	150 %	=	\$23.73	=	\$0.00	Ordinary Hrs 5
0	hours @	200 %	=	\$31.64	=	\$0.00	Ordinary Hrs 6
0	hours @	150 %	=	\$23.73	=	\$0.00	Overtime 1
0	hours @	200 %	=	\$31.64	=	\$0.00	Overtime 2
37.947	hours total					\$719.66	
						\$18.94	

38	hours @	NORMAL	=	\$19.54	=	\$742.49	Mon - Sun
0	hours @	150 %	=	\$29.31	=	\$0.00	Ordinary Hrs 2
0	hours @	175 %	=	\$34.19	=	\$0.00	Ordinary Hrs 3
0	hours @	200 %	=	\$39.08	=	\$0.00	Ordinary Hrs 4
0	hours @	150 %	=	\$29.31	=	\$0.00	Ordinary Hrs 5
0	hours @	200 %	=	\$39.08	=	\$0.00	Ordinary Hrs 6
0	hours @	150 %	=	\$29.31	=	\$0.00	Overtime 1
0	hours @	200 %	=	\$39.08	=	\$0.00	Overtime 2
38	hours total					\$742.49	
						\$19.54	

Entitlements under this Award:

Annual leave	4	weeks per year	\$ 3,491.19
Leave loading	4	weeks at 75%	\$ 478.22
Superannuation	1	weeks at 9%	\$ 3,974.88
Public hol's worked	4	days at 250%	\$ 758.36
Gun Allowance	1	units/yrk	\$ 9.57
Allowance/Other	0	units/yrk	\$ -
Allowance/Other	0	units/yrk	\$ -
Allowance/Other	0	units/yrk	\$ -
Allowance/Other	0	units/yrk	\$ -
Allowance/Other	0	units/yrk	\$ -
Allowance/Other	0	units/yrk	\$ -
Allowance/Other	0	units/yrk	\$ -
Allowance/Other	0	units/yrk	\$ -

Other Entitlements under this Award:

Personal Leave	10	days per year	\$1,149.80
Redundancy	0	days per year	\$0.00
Long Service	0	days per year	\$0.00
Accident Make-up	0	weeks per year	\$0.00

Entitlements under this AWA:

Annual leave	4	weeks per year	\$ 3,969.96
Leave loading	0	weeks at 17.5%	\$ -
Superannuation	1	weeks at 9%	\$ 3,486.79
Public hol's worked	0	days at 150%	\$ -
Allowance/Other	0	units/yrk	\$ -
Allowance/Other	0	units/yrk	\$ -
Allowance/Other	0	units/yrk	\$ -
Allowance/Other	0	units/yrk	\$ -
Allowance/Other	0	units/yrk	\$ -
Allowance/Other	0	units/yrk	\$ -
Allowance/Other	0	units/yrk	\$ -
Allowance/Other	0	units/yrk	\$ -

Other Entitlements under this AWA:

Personal Leave	10	days per year	\$1,167.98
Redundancy	0	days per year	\$0.00
Long Service	0	days per year	\$0.00
Accident Make-up	0	weeks per year	\$0.00

Award-AWA Comparison Calculator ver 3.0a

Award Information

(includes award classification, award name and date of the variation)

Select the appropriate rates for the following:

AWARD PARAMETERS

Annual leave includes:
☒ Ordinary Hours only
☐ Ordinary hours at penalty rates
☐ Ordinary & overtime hours at penalty rates

Superannuation is based on:
☒ Ordinary hours at penalty rates
☐ Ordinary & overtime hours at penalty rates

Overtime (ie Overtime Hrs 1 & 2)
☒ Casual loading

Ordinary hrs with penalty (ie Ordinary Hrs 2-6)
☒ Ordinary rates ☐ Casual loading ☐ Otr

AWA PARAMETERS

Annual leave includes:
☒ Ordinary Hours only
☐ Ordinary hours at penalty rates
☐ Ordinary & overtime hours at penalty rates

Superannuation is based on:
☒ Ordinary hours at penalty rates
☐ Ordinary & overtime hours at penalty rates

Overtime (ie Overtime Hrs 1 & 2)
☒ Casual loading

Ordinary hrs with penalty (ie Ordinary Hrs 2-6)
☒ Ordinary rates ☐ Casual loading ☐ Otr

CLIENT NAME

AWARD \$670.00 per week

AWA \$740.25 per week

ALL PURPOSE ALLOWANCE \$0.00

ALL PURPOSE ALLOWANCE

HRS/HOLIDAY 6.0

6.0 HRS/HOLIDAY

HOURS / WEEK 38

38 HOURS / WEEK

CASUAL LOADING plus 20 %

CASUAL LOADING plus 20 %

AWARD WEEKLY WORK PROFILE

AWA WEEKLY WORK PROFILE

18.895	hours @	NORMAL	=	\$18.89	=	\$354.93	Mon - Fri
5.417	hours @	150 %	=	\$28.48	=	\$154.25	
2.26	hours @	200 %	=	\$37.97	=	\$85.81	Sunday
11.575	hours @	121.7 %	=	\$33.18	=	\$387.41	Night/Spa
0	hours @	150 %	=	\$28.48	=	\$0.00	Ordinary Hrs 5
0	hours @	200 %	=	\$37.97	=	\$0.00	Ordinary Hrs 6
0	hours @	150 %	=	\$28.48	=	\$0.00	Overtime 1
0	hours @	200 %	=	\$37.97	=	\$0.00	Overtime 2
37.947	hours total					\$862.39	
						\$22.73	

38	hours @	NORMAL	=	\$38.38	=	\$888.30	Mon - Sun
0	hours @	150 %	=	\$57.57	=	\$0.00	Ordinary Hrs 2
0	hours @	175 %	=	\$67.17	=	\$0.00	Ordinary Hrs 3
0	hours @	200 %	=	\$76.76	=	\$0.00	Ordinary Hrs 4
0	hours @	150 %	=	\$57.57	=	\$0.00	Ordinary Hrs 5
0	hours @	200 %	=	\$76.76	=	\$0.00	Ordinary Hrs 6
0	hours @	150 %	=	\$57.57	=	\$0.00	Overtime 1
0	hours @	200 %	=	\$76.76	=	\$0.00	Overtime 2
38	hours total					\$888.30	
						\$23.38	

Entitlements under this Award:

Annual leave	0	weeks per year	\$ -
Leave loading	0	weeks at 17.5%	\$ -
Superannuation	1	weeks at 9%	\$ 4,049.85
Public hol's worked	4	days at 250%	\$ 682.42
Guns Allowance	3	units/week	\$ 1.91
Saturday Loading	0	units/week	\$ 5.90
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -

Other Entitlements under this Award:

Personal Leave	0	days per year	\$0.00
Redundancy	0	days per year	\$0.00
Long Service	0	days per year	\$0.00
Accident Make-up	0	weeks per year	\$0.00

Entitlements under this AWA:

Annual leave	0	weeks per year	\$ -
Leave loading	0	weeks at 17.5%	\$ -
Superannuation	1	weeks at 9%	\$ 4,173.59
Public hol's worked	0	days at 250%	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -

Other Entitlements under this AWA:

Personal Leave	0	days per year	\$0.00
Redundancy	0	days per year	\$0.00
Long Service	0	days per year	\$0.00
Accident Make-up	0	weeks per year	\$0.00

Award-AWA Comparison Calculator ver 3.0a

Award Information

(includes award classification rate at
end date of the year(s))

Select the appropriate rates for the following:

AWARD PARAMETERS

Annual leave includes:

☒ Ordinary Hours only

☐ Ordinary hours at penalty rates

☐ Ordinary & overtime hours at penalty rates

Supernumeration is based on:

☒ Ordinary hours at penalty rates

☐ Ordinary & overtime hours at penalty rates

Ductime (ie Overtime Hrs 1 & 2)

☒ Casual loading

Ordinary hrs with penalties (ie Ordinary Hrs 2-6)

☐ Penalty rates ☒ Casual loading ☐ None

AWA PARAMETERS

Annual leave includes:

☒ Ordinary Hours only

☐ Ordinary hours at penalty rates

☐ Ordinary & overtime hours at penalty rates

Supernumeration is based on:

☒ Ordinary hours at penalty rates

☐ Ordinary & overtime hours at penalty rates

Ductime (ie Overtime Hrs 1 & 2)

☒ Casual loading

Ordinary hrs with penalties (ie Ordinary Hrs 2-6)

☐ Penalty rates ☒ Casual loading ☐ None

CLIENT NAME

AWARD \$475.00 per week

AWA \$588.45 per week

ALL PURPOSE ALLOWANCE \$0.00

ALL PURPOSE ALLOWANCE

HRS/HOLIDAY 8.0

6.0 HRS/HOLIDAY

HOURS / WEEK 38

38 HOURS / WEEK

CASUAL LOADING 0 plus %

CASUAL LOADING 0 plus %

AWARD WEEKLY WORK PROFILE

AWA WEEKLY WORK PROFILE

18.895	hours @	NORMAL	=	\$15.58	=	\$294.89	Mon - Fri
5.417	hours @	150 %	=	\$18.75	=	\$101.57	Saturday
2.26	hours @	200 %	=	\$25.00	=	\$56.50	Sunday
11.575	hours @	121.7 %	=	\$15.21	=	\$176.04	Nights/pen
0	hours @	150 %	=	\$18.75	=	\$0.00	Ordinary Hrs 5
0	hours @	200 %	=	\$25.00	=	\$0.00	Ordinary Hrs 6
0	hours @	150 %	=	\$18.75	=	\$0.00	Overtime 1
0	hours @	200 %	=	\$25.00	=	\$0.00	Overtime 2
37.947	hours total					\$567.84	
						\$14.96	

38	hours @	NORMAL	=	\$15.49	=	\$588.45	Mon - Sun
0	hours @	150 %	=	\$23.23	=	\$0.00	Ordinary Hrs 2
0	hours @	175 %	=	\$27.10	=	\$0.00	Ordinary Hrs 3
0	hours @	200 %	=	\$30.97	=	\$0.00	Ordinary Hrs 4
0	hours @	150 %	=	\$23.23	=	\$0.00	Ordinary Hrs 5
0	hours @	200 %	=	\$30.97	=	\$0.00	Ordinary Hrs 6
0	hours @	150 %	=	\$23.23	=	\$0.00	Overtime 1
0	hours @	200 %	=	\$30.97	=	\$0.00	Overtime 2
38	hours total					\$588.45	
						\$15.49	

Entitlements under this Award:

Annual leave	4	weeks per year	\$ 1,897.35
Leave loading	4	weeks at 75%	\$ 322.04
Supernumeration	1	weeks at 9%	\$ 7,066.62
Public hol's worked	4	days at 250%	\$ 800.00
Gum Allowance	1	units/week	\$ 9.57
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -

Other Entitlements under this Award:

Personal Leave	10	days per year	\$988.30
Redundancy	0	days per year	\$0.00
Long Service	0	days per year	\$0.00
Accident Make-up	0	weeks per year	\$0.00

Entitlements under this AWA:

Annual leave	4	weeks per year	\$ 7,353.81
Leave loading	0	weeks at 17.5%	\$ -
Supernumeration	1	weeks at 9%	\$ 1,763.42
Public hol's worked	0	days at 250%	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -

Other Entitlements under this AWA:

Personal Leave	10	days per year	\$941.33
Redundancy	0	days per year	\$0.00
Long Service	0	days per year	\$0.00
Accident Make-up	0	weeks per year	\$0.00

Award-AWA Comparison Calculator ver 3.0a

Award Information

(includes award classification number and date of the variation)

Select the appropriate rates for the following:

AWARD PARAMETERS

Annual leave includes:

☒ Ordinary Hours only

☐ Ordinary hours at penalty rates

☐ Ordinary & overtime hours at penalty rates

Superannuation is based on:

☒ Ordinary hours at penalty rates

☐ Ordinary & overtime hours at penalty rates

Ductime (ie Overtime Hrs 1 & 2)

☒ Casual loading

Ordinary hrs with penalties (ie Ordinary Hrs 2-6)

☐ Penalty rates ☒ Casual loading ☐ None

AWA PARAMETERS

Annual leave includes:

☒ Ordinary Hours only

☐ Ordinary hours at penalty rates

☐ Ordinary & overtime hours at penalty rates

Superannuation is based on:

☒ Ordinary hours at penalty rates

☐ Ordinary & overtime hours at penalty rates

Ductime (ie Overtime Hrs 1 & 2)

☒ Casual loading

Ordinary hrs with penalties (ie Ordinary Hrs 2-6)

☐ Penalty rates ☒ Casual loading ☐ None

CLIENT NAME

AWARD \$570.00 per week

AWA \$822.18 per week

ALL PURPOSE ALLOWANCE \$0.00

ALL PURPOSE ALLOWANCE \$21.64 per hour

HRS/HOLIDAY 8.0

6.0 HRS/HOLIDAY

HOURS / WEEK 38

38 HOURS / WEEK

CASUAL LOADING 0 %

CASUAL LOADING 0 %

AWARD WEEKLY WORK PROFILE

AWA WEEKLY WORK PROFILE

18.695	hours @	NORMAL	=	\$15.82	=	\$295.15	Mon - Fri
5.417	hours @	150 %	=	\$23.73	=	\$128.55	Saturday
2.26	hours @	200 %	=	\$31.64	=	\$71.51	Sunday
11.575	hours @	121.7 %	=	\$19.25	=	\$222.85	Nightspan
0	hours @	150 %	=	\$23.73	=	\$0.00	Ordinary Hrs 5
0	hours @	200 %	=	\$31.64	=	\$0.00	Ordinary Hrs 6
0	hours @	150 %	=	\$23.73	=	\$0.00	Overtime 1
0	hours @	200 %	=	\$31.64	=	\$0.00	Overtime 2
37.947	hours total					\$719.66	
						\$18.94	

38	hours @	NORMAL	=	\$21.64	=	\$822.18	Mon - Sun
0	hours @	150 %	=	\$32.45	=	\$0.00	Ordinary Hrs 2
0	hours @	175 %	=	\$37.86	=	\$0.00	Ordinary Hrs 3
0	hours @	200 %	=	\$43.27	=	\$0.00	Ordinary Hrs 4
0	hours @	150 %	=	\$32.45	=	\$0.00	Ordinary Hrs 5
0	hours @	200 %	=	\$43.27	=	\$0.00	Ordinary Hrs 6
0	hours @	150 %	=	\$32.45	=	\$0.00	Overtime 1
0	hours @	200 %	=	\$43.27	=	\$0.00	Overtime 2
38	hours total					\$822.18	
						\$21.64	

Entitlements under this Award:

Annual leave	4	weeks per year	\$ 2,491.29
Leave loading	4	weeks at 75%	\$ 478.22
Superannuation	1	weeks at 9%	\$ 2,974.88
Public hol's worked	4	days at 250%	\$ 758.36
Gun Allowance	1	units/week	\$ 9.57
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -

Other Entitlements under this Award:

Personal Leave	10	days per year	\$ 1,149.80
Redundancy	0	days per year	\$ 0.00
Long Service	0	days per year	\$ 0.00
Accident Make-up	0	weeks per year	\$ 0.00

Entitlements under this AWA:

Annual leave	0	weeks per year	\$ -
Leave loading	0	weeks at 17.5%	\$ -
Superannuation	1	weeks at 9%	\$ 2,974.88
Public hol's worked	0	days at 150%	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -
Allowance/Other	0	units/week	\$ -

Other Entitlements under this AWA:

Personal Leave	0	days per year	\$ 0.00
Redundancy	0	days per year	\$ 0.00
Long Service	0	days per year	\$ 0.00
Accident Make-up	0	weeks per year	\$ 0.00



Australian Government
Workplace Authority

11 December 2008

Agreement number: 084808115

Tindsec Labour Hire Pty Ltd
PO Box 1828
North Sydney, NSW, 2059

Attention: s.22

Your collective agreement has not passed the Fairness Test

The Workplace Authority has applied the Fairness Test to the collective agreement named Tindsec Labour Hire Pty Ltd Employee Collective Agreement (**Agreement**) lodged by the employer Tindsec Labour Hire Pty Ltd on 31/03/2008.

The Workplace Authority is not satisfied that, on balance, your Agreement provides fair compensation for the removal or modification of protected conditions. This decision has been made on the basis of the information available to the Workplace Authority.

The following award/s were used to assess this Agreement in relation to the Fairness Test:

- The Hospitality Industry- Accommodation, Hotels, Resorts and Gaming Award 1998
- Liquor and Accommodation Industry- Hotels, Resorts and Gaming (Managerial Staff) Award
- Security Industry (State) Award

The following protected conditions have been changed or removed by this Agreement:

- Rest Breaks
- Penalty Rates
- Monetary Allowances
- Annual Leave Loading
- Public Holidays

The agreement has scope to cover:

- ☒ Trainees
- ☐ Juniors
- ☐ Outworkers
- ☐ Supported Wage System employees



Australian Government
Workplace Authority

Phone: 1300 363 264 Website: www.workplaceauthority.gov.au EDF-CAU-0707 (1 of 2)

Your agreement must be varied within 14 days to continue to operate

Your Agreement must be amended within 14 days from the date of this letter to provide fair compensation for changing or removing the protected conditions, otherwise it will cease to operate.

Note: the Agreement can not be varied if it is no longer in operation (for example if it has been terminated or replaced). If this is the case, you may owe employees back pay for the period they were covered by the Agreement.

How should my Agreement be varied to ensure it passes the Fairness Test?

You have three options:

- restore the protected conditions that you have changed or removed; or
- remove all traineeship provisions; or
- provide other additional compensation (monetary or non-monetary) of an equivalent value.

To help you meet the requirements of the Fairness Test, a draft undertaking proposing three ways this Agreement can be varied to pass the test is enclosed. To allow the Agreement to continue to operate, one of the three options should be selected and an undertaking sent back to the Workplace Authority within 14 days of the date of this letter.

What happens then?

The variation to your Agreement comes into effect on the day we receive your undertaking detailing which of the three options you have chosen. Employees should be given any additional entitlements outlined in the undertaking from that date.

The Fairness Test will then be applied to the agreement as varied

If the varied Agreement passes the Fairness Test, you may owe your employees back pay from the date that the Agreement was received by the Workplace Authority and the date when we received your undertaking to vary it so that it now passes the test.

If the varied Agreement does not pass, it will cease to operate and you must pay employees any owed back pay. The Workplace Authority will advise you if this happens.

If the Agreement is no longer in operation when you receive this notice (for example if it has been terminated or replaced), you must pay any owed back pay within 14 days of the date of this notice. Agreements which have ceased to operate can not be varied, therefore the enclosed undertaking form should not be lodged in these circumstances.

The obligation to pay back pay extends to employees who are no longer employed by you but who were covered by the Agreement in the past.

If the Workplace Authority does not receive an undertaking from you within 14 days of the date of this letter, the Agreement will cease to operate and you must pay any back pay owed to employees within 14 days of the Agreement ceasing to operate.

There are penalties of up to \$33,000 for failing to pay back pay.



More information on calculating back pay can be found at www.workplaceauthority.gov.au.

Other requirements

This notice relates only to whether or not a workplace agreement passes the Fairness Test. It does not verify that an agreement complies with the other requirements of the *Workplace Relations Act 1996*, for example that it does not contain prohibited content.

Please be aware that the Workplace Authority conducts the Fairness Test on the basis that the minimum entitlements of the Australian Fair Pay and Conditions Standard (**the Standard**) are included in the Agreement. This is because these entitlements apply by law.

You must give a copy of this letter to each employee covered by the Agreement on the date you receive this letter.

Where a union(s) is a party to the collective agreement, the union(s) will receive a copy of this letter from the Workplace Authority.

It is against the law for you to dismiss anyone because their Agreement fails the Fairness Test.

If you have any questions concerning this letter, you can get more information about the Fairness Test from www.workplaceauthority.gov.au. You can also call the Workplace Infoline on 1300 363 264 quoting the Agreement number.

Please retain a copy of this letter for your records.

Please note that changes to the Workplace Relations Act 1996 have been passed by the federal parliament. These prevent the making of new AWAs. A special transitional agreement - an Individual Transitional Employment Agreement (ITEA) - is available for limited use by users of AWAs as at 1 December 2007 during the transition to the new workplace relations system. ITEAs have a nominal expiry date of no later than 31 December 2009 and must not disadvantage an employee against an applicable collective agreement, or where there is no collective agreement, the applicable award and the Australian Fair Pay and Conditions Standard. Collective Agreements can continue to be lodged. The legislation has introduced a new no-disadvantage test which applies to all new agreements made after the amendments take effect. Agreements awaiting Fairness Test assessments will remain in operation and subject to the previous legislation. Further information regarding workplace agreements is available at www.workplaceauthority.gov.au.

Workplace Authority Director

FTCA-DNP-080807



Employer Declaration Form – Undertaking to vary a collective agreement in response to the Fairness Test

The employer's declaration applies to the undertakings to vary an: *(Please mark the relevant type of collective agreement with an 'x')*

- ☒ employee collective agreement
☐ union collective agreement
☐ employer greenfields agreement
☐ union greenfields agreement

The employer makes this declaration and gives the undertaking under caution that the provision of any information or document to the Workplace Authority the employer knows to be false or misleading is a serious offence under the *Criminal Code Act 1995*. The maximum penalty is 12 months imprisonment.

Part A: Employer's declaration

The employer party to the collective agreement which is varied by the undertaking lodged declares that:

1. The information provided in the declaration and undertaking is true and correct to the best of the employer's knowledge.
2. The undertaking to vary the agreement that is made by the employer is being lodged with this declaration form.
3. The undertaking is lodged within 14 days of the notice issued by the Workplace Authority advising that the collective agreement did not pass the Fairness Test.

Name of person making the declaration

Family name or surname Daff
 Given name(s) Amanda

I am: *(mark appropriate box with an 'X')*

- ☐ The employer, or
☒ A bargaining agent appointed by the employer and given authority to make this declaration.

Signature

Date of declaration

PRIVACY STATEMENT

The Workplace Authority Director treats the privacy of an individual's personal information seriously. Personal information is any information that would identify a natural person.



Any personal information provided by you in the declaration form will only be used or disclosed for the purposes of sending declaration receipts, providing information to the Minister and conducting research related to the Workplace Authority Director's promotional, educational, advice and assistance functions under the *Workplace Relations Act 1996* (the Act). This information may also be disclosed to workplace inspectors appointed under the Act.

Unless you say otherwise, you may also receive information sent as part of the Workplace Authority Director's education and information function. If you wish to opt out from receiving such information, please contact the Workplace Infoline on 1300 363 264.

Released under the
Freedom of Information Act
by the Fair Work Ombudsman



Part B: Agreement and employer details

Agreement name TINDSEC LABOUR HIRE PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2008

Agreement number CAEN084808115

Employer legal name TINDSEC LABOUR HIRE PTY LTD

Employer ABN 63129226697

Fax this form along with your undertaking to (02) 6275 3271.

Undertaking to vary a collective agreement in response to the Fairness Test

Undertaking relating to a collective agreement and made pursuant to s 346R of the *Workplace Relations Act 1996* for an:
(mark the relevant type of agreement with an 'x')

- ☒ employee collective agreement
☐ union collective agreement
☐ employer greenfields agreement
☐ union greenfields agreement

Agreement name TINDSEC LABOUR HIRE PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2008

Agreement number CAEN084808115

Employer legal name TINDSEC LABOUR HIRE PTY LTD

Employer ABN 63129226697

I am authorised to give the following undertaking on behalf of the employer and I hereby give the following undertaking with respect to the employee(s) whose employment is covered by the above agreement: (mark one box with an 'x' and attach any additional documents intended to form part of the varied agreement):

TINDSEC LABOUR HIRE PTY LTD undertakes to:

- ☐ amend the agreement to provide for the protected conditions and any other applicable provisions without modification that have been removed or changed from that contained in the following award/s:

Job classification

Award

- ☐ amend the agreement to remove Traineeship provisions,



☐ provide other equivalent compensation in accordance with the attached document/s (*specify below*):

Attachment Number	Document Name (e.g. XYZ vehicle allowance agreement)
1	
2	
3	
4	

Note: Only documents providing monetary or non-monetary compensation can be considered as an undertaking to vary this agreement.

Signed by or on behalf of the employer by

Family name or surname

s.2

Given name(s)

s.22

Position

[Position]

Signature

Date

Fax this undertaking along with a completed *Employer Declaration Form - Undertaking to vary an Australian workplace agreement in response to the Fairness Test* and any attachments to (02) 6275 3271.

Note: The effect of lodging this undertaking is to vary the specified workplace agreement(s) as outlined above. For further information about making undertakings to vary an agreement please refer to the 'Fairness Test Undertakings' fact sheet available on the Workplace Authority website at www.workplaceauthority.gov.au.





Australian Government

Workplace Authority

6 January 2009

Agreement number: 084808115

s.22

TINDSEC LABOUR HIRE PTY LTD
PO BOX 1828
NORTH SYDNEY, NSW, 2059

Attention: s.22

Your collective agreement has now passed the Fairness Test

The Workplace Authority has previously notified you that the collective agreement named TINDSEC LABOUR HIRE PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2008 (**the Agreement**) lodged by the employer TINDSEC LABOUR HIRE PTY LTD on 31 March 2008 did not pass the Fairness Test.

On 24 December 2008 the Workplace Authority received an undertaking from you to vary the Agreement. This undertaking was lodged within 14 days of the Workplace Authority's previous letter and came into effect on the date it was lodged.

Has my Agreement now passed the Fairness Test?

Yes. With the changes you have made to your collective agreement by your undertaking, the Workplace Authority is satisfied that the Agreement now provides fair compensation for any removal or modification of protected conditions. This decision was made on the basis of the information available to the Workplace Authority. The was used for this assessment.

What happens now?

Your Agreement as changed by your undertaking continues to operate from the date the undertaking was received by the Workplace Authority.

However, your employees may be entitled to back pay for the period between when you first lodged the Agreement and the date the Workplace Authority received your undertaking.

What back pay is owed to the employees?

If an employee received less under the Agreement than they would have received if the Agreement had not been made, you will owe that employee back pay. Where no agreement, award or other arrangement would have applied to the employee if the Agreement had not been made, the protected conditions of the award mentioned above are to be used to calculate back pay.

If you owe back pay to the employee, it will be payable for the period that the Agreement applied to them. This will usually be the period between the date you lodged the Agreement and the date the Workplace Authority received your undertaking or variation.

The obligation to pay back pay extends to anyone you employed during that period, even if they're no longer working for you.

More information on calculating back pay can be found at www.workplaceauthority.gov.au.

When must this payment be made?

The back pay must be paid to employees within 14 days of the date of this notice.

There are penalties of up to \$33,000 for failing to pay back pay.

Other requirements

This notice relates only to whether or not a workplace agreement passes the Fairness Test. It does not verify that an agreement complies with the other requirements of the *Workplace Relations Act 1996*, for example that it does not contain prohibited content.

Please be aware that the Workplace Authority conducted the Fairness Test on the basis that the minimum entitlements of the Australian Fair Pay and Conditions Standard (**the Standard**) were included in the Agreement. This is because these entitlements apply by law.

You must give a copy of this letter to each employee covered by the Agreement on the date you receive this letter.

Where a union(s) is a party to the collective agreement, the union(s) will receive a copy of this letter from the Workplace Authority.

If you have any questions concerning this letter, you can get more information about the Fairness Test from www.workplaceauthority.gov.au. You can also call the Workplace Infoline on 1300 363 264 quoting the Agreement number.

Please retain a copy of this letter for your records.

Please note that changes to the Workplace Relations Act 1996 have been passed by the federal parliament. These prevent the making of new AWAs. A special transitional agreement - an Individual Transitional Employment Agreement (ITEA) - is available for limited use by users of AWAs as at 1 December 2007 during the transition to the new workplace relations system. ITEAs have a nominal expiry date of no later than 31 December 2009 and must not disadvantage an employee against an applicable collective agreement, or where there is no collective agreement, the applicable award and the Australian Fair Pay and Conditions Standard. Collective Agreements can continue to be lodged. The legislation has introduced a new no-disadvantage test which applies to all new agreements made after the amendments take effect. Agreements awaiting Fairness Test assessments will remain in operation and subject to the previous legislation. Further information regarding workplace agreements is available at www.workplaceauthority.gov.au.

Workplace Authority Director

Agreement History

Lodgement:

Lodgement Details	
Lodgement Number	CAEN084808115
Organisation Details	
ABN	63129226697
Trading Name	TINDSEC LABOUR HIRE PTY LTD
Legal Name	TINDSEC LABOUR HIRE PTY LTD
Agreement Details	
Agreement Number	CAEN084808115
Name	
Address	PO BOX 1828 NORTH SYDNEY 2059

History:

Item	Title	Officer	Date
User Actioned	Fairness Test Created	not yet assigned	14/04/2008 4:03:34 PM
User Actioned	Fairness Test Deferred : Unspecified	not yet assigned	14/04/2008 4:03:34 PM
User Opened	Fairness Test Actioned by not yet assigned,	not yet assigned	14/04/2008 4:03:34 PM
Task	Agreement Assessment Description	not yet assigned	14/04/2008 4:03:34 PM
Closed	Task No 663117 [Task Closed] [Task Closed Immediately]	not yet assigned	14/04/2008 4:03:35 PM
Admin Action	Task No 663118 [One or more Task Conditions were met] Rule Group Alloc Set Conditions Applied on Task No. 663119	not yet assigned	14/04/2008 4:03:35 PM

Agreement History

Closed	Task No 663118 [Task Closed] [Task Closed Immediately]	not yet assigned	14/04/2008 4:03:35 PM
Admin Action	Task No 663119 Action Value : Set Group Alloc applied to Task	not yet assigned	14/04/2008 4:03:35 PM
Closed	Task No 663119 [Task Closed] [Task Closed Immediately]	not yet assigned	14/04/2008 4:03:35 PM
Authorized	Fairness Test Authorized by not yet assigned	not yet assigned	14/04/2008 4:03:36 PM
User Opened	Agreement Assessment Actioned by Wang, Christine	s.22	16/08/2008 9:40:23 AM
User Actioned	Agreement Assessment Updated [Threshold Test] - Outcome: FT Required - Date: 16/8/2008 Comments:	s.22	16/08/2008 9:40:41 AM
User Actioned	Agreement Assessment Bulk Forward Internally to Group (Team7_NSW)	s.22	16/08/2008 9:43:44 AM
Letter	Automatic Letter Generation - Letter Type: FT Required - Letter Date: 20/08/2008	TT	18/08/2008 7:25:34 PM
User Opened	Agreement Assessment Actioned by Chen, Catherine	s.22	19/11/2008 1:30:31 PM
Object	Object "Additional Information for Tindsec Labour Hire Pty Ltd.msg" (Additional Information for Tindsec Labour Hire Pty Ltd.msg) Uploaded	s.22	19/11/2008 1:30:45 PM

Agreement History

	Object Name : "Additional Information for Tindsec Labour Hire Pty Ltd.msg" File Name : Additional Information for Tindsec Labour Hire Pty Ltd.msg Version : 1.00 Abstract : Additional Information for Tindsec Labour Hire Pty Ltd.msg		
User Actioned	Agreement Assessment Updated	s.22	19/11/2008 1:31:13 PM
User Actioned	Agreement Assessment Forward Internally to Moutevelis, Michael (Team6_NSW)	s.22	19/11/2008 1:31:21 PM
User Actioned	Agreement Assessment Bulk Forward Internally to Chen, Catherine (Team9_NSW)	s.22	10/12/2008 10:51:44 AM
User Opened	Agreement Assessment Actioned by Chen, Catherine	s.22	11/12/2008 10:12:16 AM
User Actioned	Agreement Assessment Forward Internally to Mohandas, Clifford (Team9_NSW)	s.22	11/12/2008 10:12:35 AM
User Opened	Agreement Assessment Actioned by Mohandas, Clifford	s.22	11/12/2008 10:34:00 AM
Object	Object AP783479 - Tindsec Labour Hire - FT-PT.xls Uploaded Object Name : File Name : AP783479 - Tindsec Labour Hire - FT-PT.xls Version : 1.00 Abstract :	s.22	11/12/2008 2:51:35 PM

Agreement History

Object	Object AN120497 - Tindsec Labour Hire - Security.xls Uploaded Object Name : File Name : AN120497 - Tindsec Labour Hire - Security.xls Version : 1.00 Abstract :	s.22	11/12/2008 2:51:36 PM
Object	Object AP783479 - Tindsec Labour Hire - CASUAL.xls Uploaded Object Name : File Name : AP783479 - Tindsec Labour Hire - CASUAL.xls Version : 1.00 Abstract :	s.22	11/12/2008 2:51:37 PM
Object	Object AP783479 - Tindsec Labour Hire - Clerical.xls Uploaded Object Name : File Name : AP783479 - Tindsec Labour Hire - Clerical.xls Version : 1.00 Abstract :	s.22	11/12/2008 2:51:38 PM
User Actioned	Agreement Assessment Forward Internally to Chehab, Khalil (Team9_NSW) SENT TO TL FOR CHECKING	s.22	11/12/2008 2:53:14 PM
User Opened	Agreement Assessment Actioned by Chehab, Khalil	s.22	11/12/2008 3:49:17 PM
Object	Object AP783479 - Tindsec Labour Hire - FT-PT.xls Checked Out	s.22	11/12/2008 3:50:34 PM
User Actioned	Agreement Assessment Updated Khalil APS 6 Delegate 11/12/2008: Approved - passes on balance - Have signed off on sheet in attachments "AP783479 Tindsec Labour Hire - FT-PT" and this approval covers all attachments	s.22	11/12/2008 4:00:39 PM

Agreement History

Object	Object AP783479 - Tindsec Labour Hire - FT-PT.xls Checked In	s.22	11/12/2008 4:03:14 PM
User Actioned	Agreement Assessment Bulk Forward Internally to Mohandas, Clifford (Team9_NSW)	s.22	11/12/2008 4:08:14 PM
User Opened	Agreement Assessment Actioned by Mohandas, Clifford	s.22	11/12/2008 5:17:36 PM
Object	Object "CA Does Not Pass Specific Circumstance - Remove Provisions.doc" (CA Does Not Pass Specific Circumstance - Remove Provisions.doc) Uploaded Object Name : "CA Does Not Pass Specific Circumstance - Remove Provisions.doc" File Name : CA Does Not Pass Specific Circumstance - Remove Provisions.doc Version : 1.00 Abstract : CA Does Not Pass Specific Circumstance - Remove Provisions.doc	s.22	11/12/2008 5:23:34 PM
User Actioned	Agreement Assessment Forward Internally to Group (Finalisation) [Fairness Test] - Outcome: Does Not Pass - Date: 11/12/2008 [Undertaking] - Outcome: Request Sent - Date: 11/12/2008 - UT Amount (\$): 1.00 Per Hour - Bypass Standard UT Letter: selected Comments: MANUAL UT LETTER SENT ON 12 DECEMBER 2008.	s.22	11/12/2008 5:24:32 PM
User Opened	Agreement Assessment	s.22	5/01/2009

Agreement History

	Actioned by Mathison, Rachel		2:17:06 PM
Letter	Letter Uploaded (FTCA_UPASS_ER_CAEN084 808115.doc)	s.22	5/01/2009 2:19:30 PM
Closed	Agreement Assessment Closed [Undertaking] - Outcome: Undertaking Received - Date: 24/12/2008 Comments: Option 2 UT received. Manual UPASS generated Implementation Comment: Final Status: Passed with UT Comments:	s.22	5/01/2009 2:19:39 PM

Released under the
Freedom of Information Act
by the Fair Work Ombudsman