

**VENUESLIVE MANAGEMENT SERVICES  
(NSW) CASUAL EMPLOYEES ENTERPRISE  
AGREEMENT 2021**

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## **Part 1 – Introduction**

## 1. Parties

This Agreement applies to:

- (a) VenuesLive Management Services (NSW) Pty Ltd ACN 612 305 898 (referred to in this Agreement as **VenuesLive**);
- (b) any casual employee employed or that will be employed by VenuesLive at:
  - (i) the venue known at the Start Date as ‘Stadium Australia’ located at 15 Edwin Flack Avenue, Sydney Olympic Park, NSW, 2127; and
  - (ii) the venue known as ‘CommBank Stadium’ located at 11-13 O’Connell Street, Parramatta, NSW, 2150; and
  - (iii) any other location within New South Wales where VenuesLive is contracted to provide services,

who principally performs work in one of the job classifications described in the Classification Structure; and
- (c) The Australian Workers’ Union (the **Union**), subject to the FWC noting that this Agreement applies to the Union in the FWC’s approval decision.

## 2. Application of the Agreement

This Agreement:

- (a) totally regulates and replaces the terms and conditions of employment for an employee of VenuesLive that would otherwise be regulated by any applicable Award;
- (b) replaces any earlier agreements or understandings between VenuesLive and any employee which are inconsistent with the terms of this Agreement;
- (c) will start to operate on the first day of the first full pay period which starts on or after the day that is seven days after this Agreement is approved by the FWC (**Start Date**);
- (d) applies for a nominal term expiring on 30 June 2023; and
- (e) applies to the employment of an employee until the cessation of their employment with VenuesLive or until this Agreement is varied, replaced or terminated in accordance with the Act.

## 3. Disputes procedure

- (a) In the event of a dispute in relation to a matter arising under this Agreement or the National Employment Standards, the following procedure will apply:
  - (i) In the first instance, the dispute should be raised by the employee(s) with the appropriate supervisor. The supervisor will respond within a reasonable time.
  - (ii) If the dispute is not settled at the previous step, the employee(s) will then raise the dispute with the manager to whom the employee(s) supervisor reports to. The area manager (or whoever the employee(s) supervisor reports to) will respond within a reasonable time.

- (iii) If the dispute is not settled at the previous step, the employee(s) will raise the dispute with either VenuesLive Staffing or the VenuesLive Human Resources Department. VenuesLive Staffing or the VenuesLive Human Resources Department will respond within a reasonable time.
- (iv) If the dispute is still not settled at the previous step, the dispute may be referred by either party to the FWC. If the dispute is referred to the FWC, the parties agree that while the FWC will attempt to resolve the dispute, the FWC will initially act in a conciliation capacity only. If the FWC is satisfied that the dispute cannot be resolved by conciliation, and that all reasonable attempts at conciliation have been exhausted, the FWC may then exercise any powers available to the FWC under the Act to resolve the dispute, including arbitration. Subject to any appeal to the Full Bench of the FWC, the parties agree to abide by any decision of the FWC handed down in resolution of the dispute. Any dispute referred to the FWC under this clause will be dealt with by a member agreed to by the parties at the time or, in default of agreement, a member nominated by either the head of the relevant panel or the President.
- (b) No industrial action will take place while this procedure is being followed.
- (c) Subject to relevant provisions of any work health and safety law, an employee must comply with any reasonable direction given by VenuesLive to perform other available work, whether at the same workplace or at another workplace, that is safe and appropriate for the employee to perform.
- (d) This procedure does not apply to any dispute in relation to the termination of an employee's employment.
- (e) An employee may appoint another person or organisation, including but not limited to a Union official or Union delegate, to accompany or represent them in relation to the dispute. VenuesLive may appoint another person or organisation to accompany or represent it in relation to the dispute.
- (f) Nothing in this clause prevents an employee or VenuesLive seeking a legal remedy available in relation to the Agreement under the Act, including commencing proceedings in a relevant court.

#### **4. Consultation about major changes and roster changes**

- (a) This clause applies if VenuesLive:
  - (i) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- (b) For a major change referred to in paragraph 4(a)(i):
  - (i) VenuesLive must notify the relevant employees of the decision to introduce the major change; and
  - (ii) paragraphs (c) to (i) apply.

- (c) The relevant employees may appoint a representative for the purposes of the procedure in this clause.
- (d) If:
- (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (ii) the employee or employees advise VenuesLive of the identity of the representative,
- VenuesLive must recognise the representative.
- (e) As soon as practicable after making its decision, VenuesLive must:
- (i) discuss with the relevant employees:
    - (A) the introduction of the change;
    - (B) the effect the change is likely to have on the employees; and
    - (C) measures VenuesLive is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (ii) for the purposes of discussions, provide in writing to the relevant employees:
    - (A) all information about the change, including the nature of the change proposed;
    - (B) information about the expected effects of the change on employees; and
    - (C) any other matters likely to affect the employees.
- (f) VenuesLive is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (g) VenuesLive must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (h) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of VenuesLive, the requirements set out in paragraphs (b)(i), (c) and (e) above are taken not to apply.
- (i) In this clause, a major change is **likely to have a significant effect on employees** if it results in:
- (i) the termination of the employment of employees;
  - (ii) major change to the composition, operation or size of VenuesLive's workforce or the skills required of employees;
  - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
  - (iv) the alternation of hours of work;

- (v) the need to retrain employees;
  - (vi) the need to relocate employees to another workplace; or
  - (vii) the restructuring of jobs.
- (j) For a change referred to in paragraph 4(a)(ii):
- (i) VenuesLive must notify the relevant employees of the proposed change; and
  - (ii) paragraphs (k) to (o) apply.
- (k) The relevant employees may appoint a representative for the purposes of the procedure in this clause.
- (l) If:
- (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (ii) the employee or employees advise VenuesLive of the identity of the representative,
- VenuesLive must recognise the representative.
- (m) As soon as practicable after making its decision, VenuesLive must:
- (i) discuss with the relevant employees the introduction of the change;
  - (ii) for the purposes of the discussions, provide to the relevant employees:
    - (A) all information about the change, including the nature of the change;
    - (B) information about what VenuesLive reasonably believes will be the effects of the change on employees; and
    - (C) information about any other matters that VenuesLive reasonably believes are likely to affect the employees; and
  - (iii) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (n) VenuesLive is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (o) VenuesLive must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (p) In this clause, **relevant employees** means the employees who may be affected by the change referred to in paragraph (a) above.

## 5. Definitions

In this Agreement, unless the contrary intention appears:

**Act** means the *Fair Work Act 2009* (Cth) as amended or replaced from time to time;

**Agreement** means the *VenuesLive Management Services (NSW) Casual Employees Enterprise Agreement 2021*;

**Award** means *the Amusement, Events and Recreation Award 2020* and any other applicable award;

**Carer's leave** means unpaid leave taken to provide care or support to a member of an employee's Immediate Family or member of an employee's household who requires care or support because of:

- (a) a personal illness or injury of the member; or
- (b) an unexpected emergency affecting the member;

**Classification Structure** means the classification structure as set out in Schedule 4 to this Agreement;

**Close relative** means a person who:

- (a) is a member of the employee's Immediate Family; or
- (b) is related to the employee according to Aboriginal or Torres Strait Islander kinship rules;

**Compassionate leave** means leave taken by an employee:

- (a) for the purposes of spending time with a person who:
  - (i) is a member of the their Immediate Family or a member of their household; and
  - (ii) has a personal illness, or injury, that poses a serious threat to his or her life; or
- (b) after the death of a member of their Immediate Family or a member of their household;

**de facto partner** of an employee means:

- (a) a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
- (b) includes a former de facto partner of the employee;

**employee** means a casual employee as defined by section 15A of the Act;

**Family and domestic violence** means violent, threatening or other abusive behaviour by a Close relative of an employee that:

- (a) seeks to coerce or control the employee; and
- (b) causes the employee harm or to be fearful;

**FWC** means the Fair Work Commission;

**Immediate Family** means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee;

**Junior employee** means an employee who is under 20 years of age;

**National Employment Standards** means the National Employment Standards set out in Part 2-2 of Chapter 2 of the Act;

*"spouse"* includes a former spouse;

**Start Date** means the date this Agreement starts to operate in accordance with clause 2(c);

**Union** means The Australian Workers' Union; and

**VenuesLive** means VenuesLive Management Services (NSW) Pty Ltd ACN 612 305 898.

## **Part 2 – Working Arrangements and Hours of Work**

## 6. Ordinary hours of work

- (a) The ordinary hours of work for an employee may be worked at any time on any day of the year as required by VenuesLive.
- (b) Unless agreed otherwise with Venueslive, an employee will not work a shift of more than 10 hours duration (excluding meal breaks).
- (c) An employee will not work more than 38 ordinary hours in any week (Monday to Sunday).
- (d) Unless otherwise agreed by VenuesLive and the employee, an employee will not be rostered to work a shift of:
  - (i) less than four hours' duration if the shift starts on a Sunday or public holiday; or
  - (ii) less than three hours' duration in any other circumstances.
- (e) An employee will have a break of at least ten hours between shifts or eight hours by agreement.
- (f) An employee may be required to work a broken shift, but the break in the shift must not be for more than two hours, unless a longer period is agreed between VenuesLive and the employee.

## 7. Rosters

- (a) An employee will have no right to be provided with shifts by VenuesLive.
- (b) An employee must notify VenuesLive of their availability to work a shift (**Available Time**). VenuesLive will notify an employee if the employee has been rostered for a shift at an Available Time.
- (c) If an employee who has notified VenuesLive of an Available Time subsequently is not able to work a shift during an Available Time before VenuesLive has notified the employee that they have been rostered for a shift, the employee must immediately notify VenuesLive that they are no longer available at the Available Time.
- (d) VenuesLive can cancel a rostered shift notified to an employee:
  - (i) with 24 hours' notice;
  - (ii) with six hours' notice or more:
    - (A) if an event is postponed or cancelled for reasons outside of the control of VenuesLive; or
    - (B) due to a material change in the number of patrons expected to attend an event; or
  - (iii) with less than six hours' notice, provided that VenuesLive will provide the employee with:
    - (A) four hours' pay calculated at the applicable hourly rate of pay for the employee's job classification as set out in column 1 of Schedule 1 to this

Agreement if the shift was rostered to start on a Sunday or public holiday; or

(B) three hours' pay calculated at the applicable hourly rate of pay for the employee's job classification as set out in column 1 of Schedule 1 to this Agreement in any other circumstances.

- (e) VenuesLive can alter the duration of a rostered shift notified to an employee:
- (i) with 24 hours' notice; or
  - (ii) with six hours' notice or more:
    - (A) if an event is postponed or cancelled for reasons outside of the control of VenuesLive; or
    - (B) due to a material change in the number of patrons expected to attend an event.

Despite the above, if VenuesLive alters the duration of a rostered shift notified to an employee with less than six hours' notice, VenuesLive will ensure the employee works no less than the minimum shift length required under clause 6(d).

- (f) If an employee wants to cancel a rostered shift notified to an employee, including because the employee is experiencing Domestic Violence, the employee must:
- (i) if it is 72 hours or more before the start of the rostered shift, notify VenuesLive Staffing by telephone, email or SMS that the employee is cancelling the rostered shift; or
  - (ii) if it is less than 72 hours before the start of the rostered shift, notify VenuesLive Staffing by telephone that the employee is cancelling the rostered shift, and where practicable, do so at least 24 hours before the start of the rostered shift.

## **8. Breaks**

If an employee is rostered to work a shift of:

- (a) four hours duration, but less than five hours duration, then subject to the operational requirements of VenuesLive, the employee will be entitled to a short paid rest break of up to 10 minutes for the employee to have a drink and/or comfort break;
- (b) five hours duration, but less than 10 hours duration, the employee will be entitled to a 30 minute rest break of which 20 minutes will be paid and 10 minutes will be unpaid; or
- (c) 10 hours duration or more, the employee will be entitled to two 30 minute rest breaks of which 20 minutes will be paid and 10 minutes will be unpaid.

The time that an employee takes their break(s) will be determined by VenuesLive but will not be at the beginning or end of the employee's shift, unless agreed between VenuesLive and the employee.

## 9. Overtime

- (a) An employee will be entitled to be paid at overtime rates for work performed:
  - (i) in excess of 10 hours in any one shift; or
  - (ii) in excess of 38 hours in any week (Monday to Sunday).
- (b) If after working overtime, an employee does not receive a ten hour break, or an eight hour break by agreement, before resuming work, the employee will continue to be paid at overtime rates until the employee receives an eight hour break from work.
- (c) If an employee works two hours of overtime or more immediately after the completion of their ordinary hours of work on any ordinary working day, the employee will be entitled, at the election of VenuesLive, to either:
  - (i) a meal, as determined by VenuesLive; or
  - (ii) a meal allowance as set out in Schedule 3 to this Agreement.

## 10. Flexibility clause

- (a) VenuesLive and an employee may agree to make an individual flexibility agreement to vary the effect of the terms of this Agreement if:
  - (i) the agreement deals with one or more matters arising under this Agreement;
  - (ii) the arrangement meets the genuine needs of VenuesLive and the employee in relation to one or more matters arising under this Agreement; and
  - (iii) the arrangement is genuinely agreed to by VenuesLive and the employee.
- (b) VenuesLive must ensure that the terms of the individual flexibility arrangement:
  - (i) are about permitted matters under the Act;
  - (ii) are not unlawful terms under the Act; and
  - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) VenuesLive must ensure that the individual flexibility arrangement:
  - (i) is in writing;
  - (ii) includes the name of VenuesLive and the employee;
  - (iii) is signed by VenuesLive and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
  - (iv) includes details of:
    - (A) the terms of this Agreement that will be varied by the arrangement;
    - (B) how the arrangement will vary the effect of the terms; and

- (C) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (iii) states the day on which the arrangement commences.
- (d) VenuesLive must give the employee a copy of the individual flexibility agreement within 14 days after it is made.
- (e) VenuesLive or the employee may terminate the individual flexibility arrangement:
  - (i) by giving 28 days' written notice to the other party to the arrangement; or
  - (ii) if VenuesLive and the employee agree in writing, at any time.

**11. Offers and requests for casual conversion**

Offers and requests for conversion from casual employment to full-time or part-time employment will be dealt with in accordance with the National Employment Standards.

## **Part 3 – Job Classification and Remuneration**

**12. Job classification structures**

- (a) On or before an employee commences their first shift, VenuesLive will notify the employee of the job classification (described in the Classification Structure) which will apply to them.
- (b) An employee may be required to perform work that is incidental or peripheral to the main tasks or functions of their classification.
- (c) VenuesLive may change an employee’s job classification from time to time to meet the requirements of the business.

**13. Remuneration**

**(a) Ordinary hours**

An employee will be paid the applicable hourly rate of pay for their job classification as set out in the identified column of the applicable rates in Schedule 1 to this Agreement for ordinary hours worked as set out in the table below. The applicable hourly rate of pay includes a 25% casual loading.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Public Holidays
00:00 – 01:00								
01:00 – 02:00								
02:00 – 03:00								
03:00 – 04:00								
04:00 – 05:00								
05:00 – 06:00								
06:00 – 07:00								
07:00 – 08:00								
08:00 – 09:00								
09:00 – 10:00								
10:00 – 11:00								
11:00 – 12:00								
12:00 – 13:00			<b>Column 1</b>			<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
13:00 – 14:00								
14:00 – 15:00								
15:00 – 16:00								
16:00 – 17:00								
17:00 – 18:00								
18:00 – 19:00								
19:00 – 20:00								
20:00 – 21:00								
21:00 – 22:00								
22:00 – 23:00								
23:00 – 24:00								

The rates in Schedule 1 to this Agreement include an increase of:

- (i) 3,00%% from the first full pay period to commence on or after the Start Date; and
- (ii) 3.00% from the first full pay period to commence on or after 1 July 2022.

**Note:**

VenuesLive agrees to back pay the increase set out in clause 13(a)(i) above to any employee who performs shifts on or after 1 July 2021 for those shifts worked provided that the employee continues to be employed by VenuesLive as at the Start Date.

**(b) Casual loading**

The 25% casual loading paid to you by VenuesLive will be paid to you to compensate you for not having the benefit of the following entitlements under the National Employment Standards or the Award during your employment:

- (i) paid annual leave;
- (ii) paid personal/carer's leave;
- (iii) paid compassionate leave;
- (iv) payment for absence on a public holiday;
- (v) payment in lieu of notice of termination; and
- (vi) redundancy pay.

**(c) Overtime**

If an employee works overtime, the employee will be entitled to be paid the applicable hourly rate of pay for their job classification as set out in:

- (i) column 1 of the applicable rates in Schedule 2 to this Agreement for the first three hours of overtime worked in any single shift; and
- (ii) column 2 of the applicable rates in Schedule 2 to this Agreement for the remaining overtime worked in any single shift.

Despite the above, if an employee works overtime on a Saturday, Sunday or public holiday, the employee will be paid for the overtime at the greater of the rate set out in this clause, and the rate set out for ordinary hours of work on a Saturday, Sunday or public holiday as set out in paragraph (a) above.

**(d) Junior employees**

If an employee is a Junior employee, the employee will be paid the following percentage of the appropriate rate of pay as prescribed by this Agreement:

Age	Percentage of applicable hourly rate of pay
under 17 years	60%
17 years and under 18 years	70%
18 years and under 19 years	80%
19 years and under 20 years	90%
20 years and older	100%

**(e) Higher duties**

An employee who is required to perform work at a higher job classification to the job classification in which the employee is engaged for the shift, if such work exceeds a total of four hours on any day, will be paid at the rate for the higher job classification for all work done on such day. In all other cases the employee must be paid the rate for the higher job classification for the actual time worked.

**(f) Miscellaneous**

The rates of pay set out in Schedule 1 and Schedule 2 to this Agreement are inclusive of all loadings, penalty rates, casual loadings and allowances, other than those allowances set out in Schedule 3 to this Agreement.

**14. Payment of wages**

An employee will be paid fortnightly in arrears by electronic funds transfer. The employee must nominate the account into which their wages will be paid.

**15. Superannuation**

If VenuesLive is required to make superannuation contributions on behalf of an employee under relevant superannuation legislation, VenuesLive will make superannuation contributions for the employee into a fund that complies with relevant superannuation legislation at the minimum rate prescribed by that legislation. If an employee does not nominate a fund the contribution will be paid into Hostplus or any other fund that VenuesLive notifies the employee will be its default superannuation fund.

**16. Uniforms and equipment**

- (a) If VenuesLive provides an employee with a uniform, the employee must provide VenuesLive with a uniform deposit as required by VenuesLive. VenuesLive will confirm the amount of the uniform deposit with an employee upon commencement of employment.

- (b) If VenuesLive provides an employee with a uniform and requires that employee to launder that uniform, VenuesLive will pay the employee a uniform allowance as set out in Schedule 3 to this Agreement.
- (c) On cessation of employment, an employee must immediately return any items of uniform provided to them by VenuesLive, and VenuesLive will refund the uniform deposit provided the employee returns those items in a reasonable condition, making an allowance for fair wear and tear. VenuesLive may retain, in whole or in part, the uniform deposit if an employee does not return the items of uniform on cessation of employment, or does not return them in a reasonable condition, making an allowance for fair wear and tear.

## **17. Transport**

- (a) If an employee is requested to use the employee's own motor vehicle for the purpose of travelling on the VenuesLive business, they will be entitled to the motor vehicle allowance as set out in Schedule 3 to this Agreement.
- (b) VenuesLive may request evidence of kilometres travelled before paying the motor vehicle allowance.

## **Part 4 – Leave Arrangements**

**18. Public holidays**

- (a) Subject to paragraph (b) below, the following days are recognised as public holidays for the purposes of this Agreement:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day gazetted as a public holiday for New South Wales or the region in which an employee works.

- (b) If a day is declared, proclaimed or gazetted as a public holiday as a substitute for one of the days identified in paragraph (a) above (**Substitute Day**), the Substitute Day will be recognised as a public holiday for the purposes of this Agreement, and the relevant public holiday identified in paragraph (a) above will not be recognised as a public holiday for the purposes of this Agreement.
- (c) VenuesLive may request that an employee work on a day recognised as a public holiday for the purposes of this Agreement.

**19. Carer's leave**

- (a) An employee is entitled to take up to two days of unpaid Carer's leave for each occasion for which the Act provides that the employee may take Carer's leave.
- (b) If an employee wishes to take Carer's leave, the employee must:
- (i) inform VenuesLive as soon as possible that they wish to take Carer's leave; and
  - (ii) provide VenuesLive with satisfactory evidence, such as a medical certificate or statutory declaration, confirming that a member of their Immediate Family or household has a personal illness or injury and they are required to provide care or support to that member because of that member's personal illness or injury or because of an unexpected emergency affecting the member.

**20. Compassionate leave**

- (a) An employee is entitled to two days of unpaid Compassionate leave for each occasion a member of their Immediate Family or household:
- (i) dies; or
  - (ii) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life for the purposes of spending time with the person.
- (b) The employee must notify VenuesLive as soon as reasonably practicable of their intention to take Compassionate leave. If requested by VenuesLive, the employee must provide evidence of the illness, injury or death.

**21. Parental leave**

An employee will be entitled to parental leave in accordance with the Act. Unless required by law, parental leave will not be taken into account in calculating any employment benefit.

**22. Long service leave**

An employee will be entitled to long service leave in accordance with the *Long Service Leave Act 1955* (NSW) as amended from time to time.

**23. Family and domestic violence leave**

An employee experiencing Family and domestic violence will be entitled to 5 days unpaid family and domestic leave in a 12 month period in accordance with the National Employment Standards.

## **Part 5 – Termination of Employment**

**24. Termination of employment**

- (a) Given the nature of the employment of an employee under this Agreement, VenuesLive may terminate the employment of an employee with effect from the end of their current shift.
- (b) VenuesLive may terminate an employee's employment immediately without notice or a payment in lieu of notice, including during a shift, if the employee engages in serious misconduct, including, without limitation:
  - (i) wilful or deliberate conduct that is inconsistent with the continuation of their contract of employment;
  - (ii) conduct that causes serious and imminent risk to the health or safety of a person or the reputation, viability or profitability of VenuesLive's business;
  - (iii) theft;
  - (iv) fraud;
  - (v) assault;
  - (vi) sexual harassment;
  - (vii) being intoxicated at work; or
  - (viii) refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.
- (c) An employee may be suspended during a shift for such period as VenuesLive determines reasonable while VenuesLive is undertaking an investigation relating to their conduct or is concerned that the employee has engaged in conduct which, if substantiated, would result in grounds to terminate their employment for serious misconduct. If an employee is suspended during a shift, the employee will be paid for the remainder of that shift, however the employee will not be paid for any further rostered shift(s) while suspended. This clause will not affect VenuesLive's right to cancel any of the employee's rostered shifts in accordance with this Agreement.
- (d) If the employment of an employee is terminated pursuant to this clause 24, the employee must immediately return all documents, publications, uniforms, keys and any other item(s) provided by VenuesLive and in the employee's possession as a consequence of the employee's employment with VenuesLive.

## **Part 6 – Other Matters**

**25. Renegotiation of this Agreement**

VenuesLive agrees to use reasonable endeavours to start discussions for a replacement enterprise agreement from around 31 January 2023.

**26. Union recognition**

VenuesLive recognises the right of an employee to be a member of an industrial organisation of employees which is eligible to enrol the employee as a member, including the Union.

**27. Union / staff consultation**

At least once each calendar year, the timing of which will be determined by VenuesLive, VenuesLive will hold an unpaid meeting attended by representatives of the Union which employees may attend for the purpose of discussing matters that affect employees.

**Signatories to the Agreement:**

**Signed** on behalf of **VenuesLive Management Services (NSW) Pty Ltd** by its authorised representative in the presence of:

---

Representative's signature

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Print full name

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Address

**Signed** on behalf of **the employees of VenuesLive Management Services (NSW) Pty Ltd to whom this Agreement applies** by **The Australian Workers' Union** who was a bargaining representative in relation to this Agreement in the presence of:

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Representative's signature

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Print full name

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Address

## **Schedule 1 – Rates of Pay**

**Payable from the first full pay period to commence on or after the Start Date**

<b>Classification</b>	<b>Column 1 Monday to Friday</b>	<b>Column 2 Saturday</b>	<b>Column 3 Sunday</b>	<b>Column 4 Public Holidays</b>
<b>Introductory Level</b>	\$25.54	\$30.65	\$35.76	\$56.20
<b>Level 1</b>	\$26.46	\$31.75	\$37.04	\$58.31
<b>Level 2</b>	\$27.32	\$32.78	\$38.24	\$60.10
<b>Level 3</b>	\$28.59	\$34.31	\$40.03	\$62.90
<b>Level 4</b>	\$29.74	\$35.68	\$41.63	\$65.42
<b>Level 5</b>	\$30.67	\$36.80	\$42.94	\$67.48
<b>Level 6</b>	\$31.71	\$38.05	\$44.39	\$69.76
<b>Level 7</b>	\$37.01	\$44.40	\$51.81	\$81.41

**Payable from the first full pay period to commence on or after 1 July 2022**

<b>Classification</b>	<b>Column 1 Monday to Friday</b>	<b>Column 2 Saturday</b>	<b>Column 3 Sunday</b>	<b>Column 4 Public Holidays</b>
<b>Introductory Level</b>	\$26.31	\$31.57	\$36.83	\$57.88
<b>Level 1</b>	\$27.25	\$32.71	\$38.15	\$60.06
<b>Level 2</b>	\$28.14	\$33.77	\$39.39	\$61.90
<b>Level 3</b>	\$29.45	\$35.34	\$41.23	\$64.79
<b>Level 4</b>	\$30.63	\$36.75	\$42.88	\$67.38
<b>Level 5</b>	\$31.59	\$37.91	\$44.23	\$69.50
<b>Level 6</b>	\$32.67	\$39.19	\$45.72	\$71.85
<b>Level 7</b>	\$38.12	\$45.74	\$53.36	\$83.85

## **Schedule 2 – Overtime Rates of Pay**

**Payable from the first full pay period to commence on or after the Start Date**

<b>Classification</b>	<b>Rate of pay for overtime worked on any day except public holidays</b>	
	<b>Column 1 First three hours</b>	<b>Column 2 Thereafter</b>
<b>Introductory Level</b>	\$30.65	\$40.87
<b>Level 1</b>	\$31.75	\$42.33
<b>Level 2</b>	\$32.78	\$43.71
<b>Level 3</b>	\$34.31	\$45.75
<b>Level 4</b>	\$35.69	\$47.58
<b>Level 5</b>	\$36.80	\$49.07
<b>Level 6</b>	\$38.05	\$50.74
<b>Level 7</b>	\$44.40	\$59.21

**Payable from the first full pay period to commence on or after 1 July 2022**

<b>Classification</b>	<b>Rate of pay for overtime worked on any day except public holidays</b>	
	<b>Column 1 First three hours</b>	<b>Column 2 Thereafter</b>
<b>Introductory Level</b>	\$31.57	\$42.10
<b>Level 1</b>	\$32.71	\$43.60
<b>Level 2</b>	\$33.77	\$45.02
<b>Level 3</b>	\$35.34	\$47.13
<b>Level 4</b>	\$36.76	\$49.00
<b>Level 5</b>	\$37.91	\$50.54
<b>Level 6</b>	\$39.19	\$52.26
<b>Level 7</b>	\$45.74	\$60.99

## **Schedule 3 – Allowances**

### Meal Allowance

An employee who is entitled to a meal allowance will be paid a meal allowance as set out in the table below.

Payable from the first full pay period to commence on or after the Start Date	\$13.19
Payable from the first full pay period to commence on or after 1 July 2022	\$13.59

### Uniform Allowance

An employee who is entitled to a uniform allowance will be paid a uniform allowance as set out in the table below. For clarity, if an employee works in two different job roles, this will be treated as two separate shifts.

Payable from the first full pay period to commence on or after the Start Date	\$2.84 per shift
Payable from the first full pay period to commence on or after 1 July 2022	\$2.93 per shift

### Motor Vehicle Allowance

An employee who is entitled to the motor vehicle allowance will be paid an allowance of \$0.78 per kilometre travelled.

**Note:**

VenuesLive agrees to back pay the increase in Meal and Uniform Allowances set out above to any employee who performs shifts on or after 1 July 2021 where those allowances were applicable to any shifts worked provided that the employee continues to be employed by VenuesLive as at the Start Date.

## **Schedule 4 – Classification Structure**

## **A.1 Introductory level Team Employee**

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

### **1. Team Employee Level 1**

A Team Employee Level 1 is an employee appointed as such or who is a trainee working in a job area in which the employee does not have the statutory qualifications or other equivalent experience necessary for performance in that area at Level 2, 3, 4 or 5.

An employee at this level performs the following:

- (a) routine duties essentially of a manual nature or to the level of their training;
- (b) performs simple, repetitive tasks;
- (c) exercises minimal judgement;
- (d) works under direct supervision; or
- (e) is undertaking structured training so as to enable them to work at Level 2.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to those tasks performed by a cleaner, kitchen steward, general labourer, trainee venue staff attendant and trainee food and beverage attendant.

### **2. Team Employee Level 2**

A Team Employee Level 2 is an employee appointed as such who has completed appropriate structured training or has acquired individual competency enabling the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of a trainee or an employee at Level 1 and to the level of their training:

- (a) performs tasks under direct supervision in accordance with strictly defined procedures;
- (b) is trained in and supplies basic quality requirements;
- (c) is able to exercise minimal judgement;
- (d) has knowledge of health and safety in relation to tasks performed; and
- (e) performs a limited range of tasks of a very low variety and complexity.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to those tasks performed by a venue staff attendant, food and beverage attendant, logistics assistant, grounds assistant, food and beverage runner, cashier, treasury assistant, kitchen hand and administrative assistant.

### 3. Team Employee Level 3

A Team Employee Level 3 is an employee appointed as such who has completed appropriate, accredited training or has acquired equivalent competency so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at Level 2 and to the level of their training:

- (a) can perform tasks with general supervision, exercising discretion within defined procedures;
- (b) provides supervision for problem solving and work direction;
- (c) is trained in and applies basic quality/service requirements;
- (d) has knowledge of health and safety in relation to tasks performed; and
- (e) is trained in a range of tasks within a skill stream.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to those tasks performed by a venue staff team leader, food and beverage team leader, grounds team leader, suite attendant, cellar attendant, food and beverage host, control room operator and tour guide.

### 4. Team Employee Level 4

A Team Employee Level 4 is an employee appointed as such who has completed appropriate, accredited training or has acquired equivalent competency so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at Level 3 and to the level of their training:

- (a) works from complex instructions and procedures;
- (b) assists as directed in the provision of on-the-job training to a limited degree;
- (c) coordinates work in a team environment and may provide general supervision;
- (d) is responsible for assuring the quality/service of their own work;
- (e) exercises good interpersonal and communication skills; and
- (f) performs lower level tasks incidental to their work or performs work which, while primarily involving work peripheral to the primary task and facilitates the completion of the whole task, such incidental or peripheral work would not require additional formal technical training.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to those tasks performed by a food and beverage supervisor, grounds supervisor and cook.

## 5. Team Employee Level 5

A Team Employee Level 5 is an employee appointed as such who has completed appropriate, accredited training and is capable of applying skills learnt to their work or an employee who has completed an appropriate level course in a skill stream and is able to exercise the skills and knowledge of that trade.

A Level 5 employee works above and beyond an employee at Level 4 because of one or more of the following factors:

- (a) size of the workplace and consequent level of responsibility and management; or
- (b) skill in a particular professional/technical/service field.

A Level 5 employee works to the level of their training and:

- (a) is accountable and responsible for workplace output;
- (b) is responsible for the supervision, training and coordination of employees classified at a lower level;
- (c) is capable of working without supervision;
- (d) understands VenuesLive's entire operation; and
- (e) has well developed communication and analytical skills.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to those tasks performed by a qualified chef, venue staff duty manager, food and beverage duty manager and control room duty manager.

## 6. Team Employee Level 6

A Team Employee Level 6 is an employee appointed as such who has completed an appropriate level course in a skill stream and is able to exercise the skills and knowledge of that trade.

A Level 6 employee works above and beyond an employee at Level 5 because of the following:

- (a) specialist skill in a particular professional/technical/service field; and
- (b) supervises other trade qualified employees in a particular professional/technical/service field.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to those tasks performed by a chef de partie.

## **7. Team Employee Level 7**

A Team Employee Level 7 is an employee appointed as such who qualifies as Team Employee Level 5 and 6 but whose experience and responsibilities is such that it is exceptional and warrants that this experience be recognised as such.

A Level 7 employee will perform the following supervisory tasks:

- (a) supervision, training and coordination of employees;
- (b) schedules workloads;
- (c) resolves operational problems;
- (d) monitors quality of work;
- (e) offers a broad range of management support;
- (f) responsible and accountable for their own work; and
- (g) delegates responsibility.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to those tasks performed by a venue staff stand manager and sous chef.