

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/183

TITLE: Eurest (Australia) Pty Ltd/ALHMWU Enterprise Agreement 2001

I.R.C. NO: IRC02/100

DATE APPROVED/COMMENCEMENT: 1 February 2001/1 November 2000

TERM: 31 October 2003

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 21 June 2002

DATE TERMINATED:

NUMBER-OF PAGES: 44

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of Eurest (Australia) Pty Ltd and any subsidiary companies owned by Eurest (Australia) Pty Ltd, and the Sydney Cricket and Sportsground Trust whose contract of employment is covered by the terms and conditions of and/or those classifications contained within this agreement who work at the SCG/SFS.

PARTIES: Eurest (Australia) Pty Ltd -&- Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, Sydney Cricket and Sports Ground Trust



Ex 1

**EUREST (AUSTRALIA) PTY LTD/ALHMWU
ENTERPRISE AGREEMENT 2000** 2001 *JA*

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

IRC NO. EA ~~100 of 2001~~ 183 of 2002 *JA*

**Application by the Australian Liquor, Hospitality and Miscellaneous Workers
Union, Liquor and Hospitality Division, New South Wales Branch, an Industrial
Organisation of Employees**

Registered Enterprise Agreement Industrial Registrar
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1. TITLE

This agreement shall be known as the Eurest (Australia) Pty Ltd/ALHMWU Enterprise Agreement 2001.

2. ARRANGEMENT

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3. SCOPE & PERSONS BOUND

3.1 This agreement shall be binding on Eurest (Australia) Pty Ltd and any subsidiary companies owned by Eurest (Australia) Pty Ltd, the Sydney Cricket and Sportsground Trust, the Australian Liquor Hospitality and Miscellaneous Workers Union, Liquor and Hospitality Division, New South Wales Branch, and all employees whose contract of employment is covered by the terms and conditions of and/or those classifications contained within this agreement who work at the SCG/SFS.

3.2 It is acknowledged by the parties that the provisions of this agreement are not to be used as a precedent in relation to work in other like venues.

3.3 This agreement will be made pursuant to Division 2 of the Industrial Relations Act 1996, between Eurest (Australia) Pty Ltd, Sydney Cricket and Sportsground Trust and the Australian Liquor, Hospitality and Miscellaneous Workers Union, Liquor and Hospitality Division, New South Wales Branch.

3.4 No employees covered by the classifications in this agreement shall be offered an Australian Workplace Agreement during the life of this agreement.

4. UNION

To maintain the ongoing harmonious industrial relations at the workplace covered by this agreement, the Employer party to this agreement will encourage all employees to become members of the union as the relevant union, in line with the co-operative provisions contained in Clause 44.

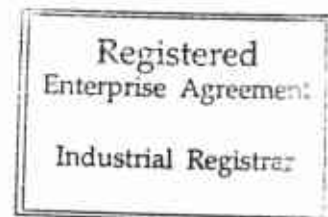
5. DEFINITIONS



- 5.1 The "Employer" means Euresst (Australia) Pty Ltd and the Sydney Cricket and Sportsground Trust.
- 5.2 The "Union" means the Australian Liquor, Hospitality & Miscellaneous Workers' Union, Liquor and Hospitality Division, New South Wales Branch.
- 5.3 "Employee" means a full-time, part-time or casual employee unless otherwise specified in a particular clause;
- 5.4 The "Fund" means the HOST-PLUS Superannuation Fund, governed by a declaration of Trust, which commenced on 1 October 1987.
- 5.5 "Agency" means providers of contract labour or any third party operator used at a venue covered by this agreement

6. COMMENCEMENT & DURATION

This agreement shall come in to force from ^{1 February 2001} <insert date of certification of agreement by IRC> and shall remain in force until 31 October 2003.
(collective administrative - 1/11/2000)



7. SINGLE BARGAINING UNIT

For the purpose of negotiating this agreement a consultative committee comprising of employer and union representatives (including both union workplace representatives and union officials) has been established.

8. OBJECTIVES OF THIS ENTERPRISE AGREEMENT

- 8.1 The aim of this agreement is to improve not only the standard of working life but also the overall performance of all employees and management with the ultimate aim of increasing productivity and efficiency of the enterprise to help improve the quality of service provided to patrons with a consequential improvement in employees wages and job security.
- 8.2 It is recognised that an important factor in achieving this is to develop a working environment in which all employees are involved in decisions that affect them, care about their jobs and each other, have the opportunity to achieve their full potential, take pride in themselves and their contribution and benefit from the success of their efforts.
- 8.3 This will require commitment and the pro active contribution of a committed, flexible and skilled workforce.
- 8.4 To this end the employer is committed to improving the skills and providing avenues for development of the individual working with employees to develop participative and consultative processes to achieve our joint objectives, and to providing a safe and congenial working environment free from any sort of discrimination.

8.5 The objective of this agreement is to seek job satisfaction and real sustainable improvements in productivity, efficiency and flexibility by way of-

- 8.5.1** Bringing about more flexible working arrangements;
- 8.5.2** Enhancing the skills and job opportunities, improving the consultative and decision making process within the enterprise in an atmosphere of mutual trust and co-operation;
- 8.5.3** Providing effective communication throughout the workplace;
- 8.5.4** Focusing on satisfying patrons, improving the quality of working life by providing employees with satisfying, secure and well paid jobs.

9. CONSULTATION ARRANGEMENTS

9.1. The employers, employee representatives and the union are committed to improved and effective consultation in the workplace. The parties agree that consultation will provide employees with an opportunity to participate fully in the decisions which impact on their working environment and conditions.

9.2 It is agreed that such consultation is dependent upon:

- 9.2.1** Information sharing;
- 9.2.2** Trust;
- 9.2.3** Recognition of each other's needs and concerns.

9.3 A Consultative Committee will be established comprising:

- 9.3.1** The employer (maximum of 3 delegates and if required, the employer's Agent);
- 9.3.2** One union delegate from each designated work area elected by the members they represent (maximum 5 delegates);
- 9.3.3** One Union Official.

9.4 The Committee will be provided with details of productivity and benchmarking criteria for discussion.

9.5 The Committee will meet as required to meet its objectives. All members of the Committee will be notified at least 7 days in advance or if a matter is urgent then a minimum of 5 days will be provided of any meetings.

9.6 The delegates attending Committee meetings when not on duty will be entitled to a payment of \$50.00 for such attendance.



- 9.7 Minutes of meetings will be taken and kept as part of the wage and time records. Copies of these minutes shall be posted in a place accessible to all employees covered by this agreement.
- 9.8 The Committee will provide advice and make recommendations to the employer's management.
- 9.9 Meetings will run up to three hours each.
- 9.10 In the event of any disagreement arising out of the Committee meetings, those disagreements shall be referred to the process outlined in Clause 45 'Disputes and Grievance Procedure' of this agreement.

10. CLASSIFICATION STRUCTURE

10.1 Classification Structure

Food For Sports (Outlets)	Sports Bar (Liquor)	Kitchen	Season Hospitality (Fine Dining & Corporate)
1. Introduction			Introductory
2. Snack Attendant Counter Hand		Kitchen Attendant Kitchen Hand	
3. Cook (Non-trade) Runner Cashier Supervisor L1	Bar Attendant	Corporate Reserve Private Boxes	Restaurant Cashier General Waiter Food Caller
4. Supervisor L2 Senior Runner	Supervisor L 1 Cellar Person	Production Supervisor	Corporate Reserve Steward Private Box Steward Function Supervisor L1 (Up to 500 guests) Specialised Waiter
5. Supervisor L 3	Supervisor L 2 Senior Cellar Person	Trade Level Chef Commi Chef	Steward Trainer Trainer/Supervisor Corporate Res. Supervisor Private Box Supervisor L1 Functions Supervisor L 2 (over 500 guests)
6. Area Manager		Demi/Chef Chef De Partie	Private Box Supervisor L 2
7.		Chef De Partie/Sous	

11. CLASSIFICATION DEFINITIONS

11.1 Level 1

- 11.1.1 To be eligible to be employed at this level, employees must have not achieved the prescribed standard of training at introductory level and have worked less than a total of 6 events or 10 weeks (whether full-time, part-time or casual employee) in the hospitality or catering industry where the employee performed work and exercised skills similar to that required by the employer.



- 11.1.2** The employer will provide introductory employees with 5 hours of on-the-job training. This will be undertaken during the employees first rostered shift. An introductory Employee will remain at this level for a maximum of 30 hours. At the completion of 30 hour's employment, the Introductory Employee will move to Level 2 at the beginning of their next shift.

11.2 Level 2

A Level 2 employee is an employee engaged in any one or more of the following:

- 11.2.1** Serving in a snack bar or meal counter, dispensing non-alcoholic drinks;
- 11.2.2** General kitchen duties and assistance to employees of a higher level including assembly and preparation of ingredients for cooking;
- 11.2.3** Performs pre-trade kitchen duties;

11.3 Level 3

A Level 3 employee is an employee engaged in any one or more of the following:

- 11.3.1** Receiving monies, giving change, operation of a cash register, balancing the register;
- 11.3.2** Non-trade level cooking duties including preparing and/or cooking basic food items such as grills and snacks;
- 11.3.3** supplying and dispensing general goods from the store;
- 11.3.3** Supplying, dispensing or mixing of liquor;
- 11.3.4** Co-ordination and distribution of alcohol to all departments;
- 11.3.5** Serving of pre-prepared food and provision of food and beverage waiting services with personalised service to private boxes where such employees have not achieved a skill level appropriate to a Level 4 Private Steward. A skill level appropriate to a Level 4 Private Steward will be deemed to be achieved after a minimum of 2 engagements in a private box if the employee has previous relevant experience or 5 engagements if no experience;
- 11.3.6** Receiving monies, giving change, operation of a cash register in a restaurant;
- 11.3.7** General waiting duties including dispensing of liquor, serving finger foods, serving of pre-prepared plates to tables, tray service, cleaning and clearing from tables, preparation of a function room and dismantling of a function room, taking orders from customers, providing information about menu items, preparing tables, greeting and seating guests, receiving monies;

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11.3.8 Co-ordination of food to be distributed to private boxes.

11.4 Supervisor Level 1

Basic supervision of 1 to 4 employees of a lower level including assisting in the instruction on a one to one level of employees of a lower grade under the direction of a Level 2 supervisor, or running a single person outlet. May also act as relief supervisor.

11.5 Level 4

A Level 4 employee is an employee engaged in any one or more of the following:

- 11.5.1** Supplying and dispensing general goods from the store including operation of a fork lift;
- 11.5.2** Provision of food and beverage waiting services with personalised service in private boxes by employees who have attained the level of skill as defined in clause 11.3.5;
- 11.5.3** Specialised waiting and ordering duties such as providing detailed information on all items listed on menus and advising customers' on the appropriate choices of wine and providing information on wine types and other items on the wine list.
- 11.5.4** Provision of food and beverage waiting services with personalised service to corporate boxes;
- 11.5.5** Distribution of bulk beer systems and the maintenance thereof.
- 11.5.6** Undertaking specialised waiting duties ie: silver service;

11.6 Supervisor Level 2/Production Supervisor/Level 1 Bar/Functions Supervisor Level 1

A Level 2 Supervisor employee is an employee engaged in any one or more of the following:

- 11.6.1** Providing basic supervision and instruction to employees of a lower level;
- 11.6.2** Responsible for the work of snack and bar staff and food production in retail snack outlets and bars with more than 4 and up to 12 employees or assisting a Level 5 Supervisor in retail snack outlets and bars;
- 11.6.3** Responsibility for food produced for service to corporate reserve and private boxes;
- 11.6.4** Responsibility for the work of waiters and stewards within a fine dining area or major function area excluding private boxes with not more than 500 guests;

11.7 Level 5

A Level 5 employee is an employee engaged in any one or more of the following:

- 11.7.1 An employee who has completed an apprenticeship or has passed the appropriate trade test,
- 11.7.2 Trades level cooking duties up to and including 'commi chef', or equivalent
- 11.7.4 Provision of food and beverage waiting services including personalised service in private boxes and in the training of Private Box Stewards of a lower level;
- 11.7.5 Other trade work appropriate to an employees trade.
- 11.7.6 Distribution of bulk beer systems and the maintenance there of for multiple areas.

11.8 Supervisor Level 3/Level 2 Bar/Functions Supervisor Level 2/Private Box Level 1 Supervisor

A Level 3/Level 2 Bar Functions/Level 1 Supervisor is an employee engaged in any one or more of the following:

- 11.8.1 Providing supervision, instruction and training to employees of a lower level;
- 11.8.2 Responsible for the work of high volume outlets with more than 12 staff;
- 11.8.3 Responsibility for Sports bar with more than 12 staff,
- 11.8.4 Responsibility for the training and supervision of private box staff in one geographical location.
- 11.8.5 Responsibility for the training and supervision of corporate box staff in one or more geographical locations.
- 11.8.6 Responsibility for the work of employees in private boxes in one geographical location;
- 11.8.7 Responsibility for the work of waiters and stewards within a fine dining area or major function area excluding private boxes with more than 500 guests;

11.9 Level 6

A Level 6 employee is an employee engaged in any one or more of the following:

- 11.9.1 Responsibility for cash, stock and supervision in multiple outlets;



- 11.9.2** Responsibility for the work of employees in a geographical area and/or across multiple levels, including functions.
- 11.9.3** Trades qualifications or equivalent competency levels, including trades level cooking duties up to and including demi chef or equivalent.

11.10 Private Box Supervisor Level 2

Responsibility for the work of employees in private boxes in more than one geographical location. The Company acknowledges that this applies to the SCG Churchill, Brewongle and the Southern in the SFS.



11.1 Level 7

A Level 7 employee is an employee engaged in any one or more of the following:

- 11.11.1** Trades qualifications or equivalent competency levels, including trades level cooking duties up to and including chef de partie or equivalent or responsible for general and specialised cooking duties including the supervision, training and co-ordination of other kitchen employees, or solely responsible for cooks and other kitchen staff.

11.12 Vendors

- 11.12.1** Employees may be engaged in the provision of services by commission. These services are limited to the provision of food and beverage services from facilities other than outlets. This includes, but is not limited to, snack foods, confectionery and beverage-
- 11.12.2** Employees will be paid a minimum engagement fee of per engagement fee of \$25.00 per engagement for three hours after which the employee may elect to cease the engagement.
- 11.12.3** In addition to the minimum engagement fee employees will be paid a commission of 6% of sales to sales of \$500.00. For sales in excess of \$500.00 a commission of 10% will be paid. This commission may be corrected for shortages in stock or cash. The employee has the right to raise any matter of concern in respect of corrections for shortages in stock or cash in accordance with clause 46 'Disputes and Grievance Procedure', of this agreement.

12. WAGES

General

- 12.1** If there is a State Wage Case increase awarded in the NSW Industrial Commission in 2001 to the Caterers', &c., Employees (State) Award, and if the wages contained within the Award are increased beyond the value of this agreement, then the base wage rates contained within this will be increased to be the same as those contained within the Award at the same time.

12.2 The following rates of pay will be paid to employees from the first pay period on or after **1 January 2002**: 4% increase.

12.3 The following rates of pay will be paid to all employees from the first pay period on or after **1 January 2003**: 4% increase.

12.4 Wage increases included in this agreement in clauses 12.2, 12.3, and 12.4 absorb any State Wage Case increases that may occur during the life of this agreement. Where State Wage Case increases during the life of this agreement are in excess of the increases included in 12.2, 12.3 and 12.4 of this agreement, the wage rates in this agreement will be increased consistent with the increases prescribed in the State Wage Case.

The Following rates of pay will be paid to employees from the first pay period on or after 1 November or the date of certification of this agreement:

Classification	Casual Employment				Permanent Employment				
	Base	Hour Rate	Sat	Sun	Pub	Hour	Sat	Sun	Pub
	Hour	With Hol			Hol	Rate			Hol
Level 1	12.87	13.94	17.42	20.91	34.85	10.72	13.40	16.08	26.80
Level 2	13.50	14.62	18.28	21.93	36.55	11.25	14.06	16.87	28.12
Level 3	14.25	15.44	19.30	23.16	38.60	11.88	14.84	17.82	29.69
Level 4	15.00	16.25	20.31	24.38	40.62	12.50	15.62	18.75	31.25
Level 5	16.00	17.33	21.66	26.00	43.32	13.33	16.66	20.00	33.32
Level 6	17.25	18.69	23.36	28.03	46.72	14.37	17.97	21.56	35.94
Level 7	18.50	20.04	25.05	30.06	50.10	15.42	19.27	23.13	38.55

13. SKILLS AND SKILLS ASSESSMENTS

13.1 General

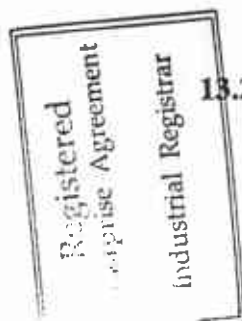
Employees will be classified in relation to the competencies and skills currently possessed which have been gained through training both on the job and off the job, through experience gained on the job and through the recognition of the employer of prior learning. In determining competencies and skills possessed by the employee, the employer may conduct a skills assessment for all employees allocated to a skill (classification) level.

13.2 Skills assessments - transitional provisions

13.2.1 Where an employee does not agree to their placement in the skill (classification) level in the classification structure as prescribed in clause 10 and the employee has not had a skills assessment, the employee may request that a skills assessment occurs. The employer will, on request provide a skill assessment within the next 4 continuous events of the request.

13.2.2

If the skills assessment deems that the employee was under-classified, the employer will immediately place the employee at the appropriate level within the classification structure.



13.3 Skills assessment - general provisions

13.3.1 An employee can ask for an assessment of competencies and skills at any time provided a minimum of 3 months has lapsed since the employee's last assessment. When an employee asks for an assessment, the employer will assess the employee's skills and knowledge in accordance with this clause within one month of the request for the assessment by the employee.

13.3.2 Skills assessments must be done by accredited assessors.

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13.4 Skills assessment - appeals

An employee or the employer can appeal against the outcome of an assessment made in accordance with clauses 13.2 or 13.3. Where an employee or the employer does appeal against an assessment, the following procedures will apply:

13.4.1 Where an employee is appealing, the appeal must be lodged in writing with the Human Resources Department within 14 days of the result of the assessment being announced.

13.4.2 Where the employer is appealing, the employee must be advised in writing by the employer of the appeal within 14 days of the result of the assessment being announced.

13.4.3 The review of the assessment will be conducted by a qualified assessor other than the assessor who conducted the first assessment who will review the outcome of the original assessment.

13.4.4 The review will include examining all of the evidence in relation to the original assessment and may include conducting a second assessment.

13.4.5 The results of the review will be final, subject to the provisions of the dispute resolution procedure in this agreement.

13.5 Employees undertaking higher duties

Otherwise that where an employee is undertaking the duties associated with a particular level, the employee is deemed to have the appropriate level of training and shall be remunerated accordingly.

14. JUNIOR EMPLOYEES

Junior Employees may work either as full-time, part-time or casual employees and will be paid the following percentages of the appropriate adult ordinary hourly rate at the employee's classification level, plus casual loadings where appropriate:

Age	Percentage
	%
Under 17 Years	65
17 Years	75
18 Years	85

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- 14.1** Junior rates will not apply to Level 4 classifications and above.
- 14.2** At the discretion of the employer and at the completion of the appropriate level of training, a junior employee may be paid the appropriate adult rate.
- 14.3** No roster for an adult employee will be altered to allow the employer to employ a junior in place of an adult in order for the employer to avoid paying adult wage rates.
- 14.4** This clause will not apply to any employee required to serve alcohol.

15. OPTION FOR ANNUALISED SALARY

- 15.1** As an alternative to being paid by the week, by agreement between the employer and the employee, an employee (limited to either a Level 5, Level 6 or Level 7 employee) can be paid at a rate equivalent to an annual salary of at least 25% or more above the rate prescribed in clauses 10, 11 or 12 times 52 for the work being performed.
- 15.2** In such cases, there is no requirement under clause 20, Penalty Rates, and clause 21 Overtime, to pay penalty rates and overtime in addition to the weekly wage, provided that the monthly rostered hours were sufficient to cover what the employee would have been entitled to if all overtime and penalty rate payment obligations had been complied with.
- 15.3** Provided further in the event of termination of employment prior to completion of a year, the salary paid during such period of employment will be sufficient to cover what the employee would have been entitled to if all overtime and penalty rate payment obligations had been complied with. If a shortfall is determined, the employer will reimburse the employee the difference.
- 15.4** An employee being paid in accordance with this clause will be entitled to a minimum of eight days off per four week cycle. If such an employee is required to work on a public holiday, the employee will be entitled to a day off in lieu or a day added to the employee's annual leave entitlement.
- 15.5** Where payment in accordance with this clause is adopted, the employer will keep a daily record of the hours worked by an employee which shall show the date and start and finish times of the employee for the day. The record shall be countersigned weekly by the employee and shall be kept at the place of employment for a period of at least six years.

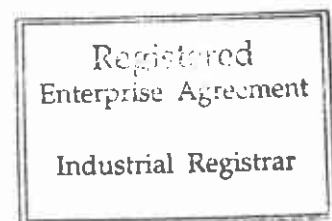
16. PAYMENT OF WAGES

- 16.1** All moneys payable to employees will be paid fortnightly no later than Friday of each week by electronic funds transfer into a bank or credit union account of the employees choice. All employees on confirmation of employment, will be provided with a written notice from Eurest outlining that wages will be paid fortnightly, and on which days the pay cycle is to begin.
- 16.2** Each employee shall be provided with a statement in writing (pay slip) showing how their pay has been calculated including details of deductions such as Union fees or Superannuation contributions made on behalf of the employee by the employer.
- 16.3** Employees who do not receive their wages in their bank account by the close of business on Friday of the week the pay is due may approach the nominated employer representative at the site, the site manager or if neither person is available, the payroll department to seek to have the late payment immediately remedied. If the situation is not immediately resolved, the employee has the right to contact the delegate and if necessary the union official to seek a remedy.
- 16.4** The employer will make every possible effort to remedy late payments immediately the problem is raised to the attention of the employer. If the discrepancy is less than \$25.00, it will be adjusted in the next pay cycle of Eurest. If the discrepancy is over \$25.00, it will be adjusted within 48 hours of the pay office being notified, or overtime rates will apply for all time waiting until the employee receives the shortfall.

17. CONTRACT OF EMPLOYMENT

- 17.1** Employees will be engaged as either full-time weekly employees, part-time weekly employees or casual employees as prescribed in clause 23.
- 17.2** All employees on the commencement of employment with the employer will be provided with a certificate of employment stating the employee's:

- 17.2.1** Date of commencement;
- 17.2.2** Employment status;
- 17.2.3** Classification level.



17.3 CATEGORIES OF EMPLOYMENT

- 17.3.1** All employees shall be employed in a full-time, part-time or casual capacity consistent with Clause 23, Hours of Work.

18. ALLOWANCES

18.1 Travel Outside of Normal Hours

- 18.1.1** Where an employee is detained at work until it is too late to travel by the last ordinary train, tram, vessel or other regular conveyance to the

employee, the employer will provide conveyance to an appropriate place where public transport is available to the employee's usual place of residence.

- 18.1.2** If an employee is required to start work before the employee's ordinary commencing time and before the first ordinary means of conveyance is available to convey the employee to the employee's usual place of employment, the employer will provide a conveyance or provide a cab charge voucher to the employee.

18.2 Meal allowance

- 18.2.1** A meal allowance will be provided in accordance with clause 26.1 of this agreement.

18.3 Laundry allowance

- 18.3.1** A laundry allowance will be provided in accordance with clause 39 of this agreement.

19. ADJUSTMENT OF ALLOWANCES

Allowances contained within this agreement will be adjusted in accordance with a decision of the NSW Industrial Relations Commission to increase allowances during a safety net review. Allowances will be adjusted in accordance with any increases in the Caterer's, &c., Employees (State) Award.

20. PENALTY RATES

20.1 Weekend and Public Holidays

- 20.1.1** Saturday - Ordinary time plus 25%.
- 20.1.2** Sunday - Ordinary time plus 50%.
- 20.1.3** Public Holidays - Ordinary time plus 150%.

20.2 Casual Employees

All weekend and public holiday penalty payments for casual employees will be compounded. That is, the rate used as the basis for calculating weekend and public holiday penalty payments will be the rate of 120 per cent of the ordinary hourly rate of pay.

21. OVERTIME

21.1 Permanent Employees

- 21.1.1** Overtime is payable at the rate of time and one half for the first two hours and double time thereafter.



21.1.2 Overtime will be paid to an employee when:

- 21.1.2(a)** An employee is required to work in excess of the employee's rostered hours unless the employee agrees to extend their hours beyond the employee's rostered shift; or
 - 21.1.2(b)** An employee is called back to work; or
 - 21.1.2(c)** An employee is required to work more than 5 hours without a meal break, or 6 hours by agreement as outlined in Clause 26, the employee will be paid at the overtime rate for all time worked from the completion of 5 or 6 hours work as the case may be, until the time the meal break is taken; or
 - 21.1.2(d)** An employee is required to work past midnight; or
 - 21.1.2(e)** For full-time employees, for any work performed beyond 10 hours in a shift or where the shift is 12 hours by agreement or beyond the specified hours up to 152 hours over the 4 week cycle; or
 - 21.1.2(f)** For part-time employees, for any work performed beyond 10 hours in a shift or where the shift is 12 hours by agreement or beyond the specified hours up to 128 hours over the 4 week cycle.
- 21.1.3** Where an employee has a break between shifts of less than 10 hours, the employee will be paid overtime at the rate of double time for all time worked until the employee has had a clear 10 hour break. Provided that where the employee has agreed on a break of 8 hours consistent with clause 21.2.3, the provisions of clause 21.2 will not apply.
- 21.1.4** All overtime worked on Sunday will be paid at the rate of double time.
- 21.1.5** In computing overtime, each day's work will stand alone.

21.2 Casual Employees

- 21.1.1** Overtime is payable at the rate of time and one half for the first two hours and double time thereafter.
- 21.2.2** Overtime will be paid to a casual employee when:
 - 21.2.2(a)** Subject to clause 24.1.3, an employee is required to work in excess of the employee's rostered hours unless the employee agrees to extend their hours beyond the employee's rostered shift; or



21.2.2(b) Subject to clause 24.1.3, for work performed beyond 10 hours in a shift or where the shift is 12 hours by agreement, or beyond the specified hours up to 152 hours over the 4 week cycle; or

21.2.2(c) An employee is required to work past midnight; or

21.2.2(d) An employee is required to work more than 5 hours without a meal break, or 6 hours by agreement in Clause 26, the employee will be paid at the overtime rate for all time worked from the completion of 5 or 6 hours work until the time the meal break is taken; or

21.2.3 An employee has a break between shifts of less than 10 hours, the employee will be paid overtime at the rate of double time for all time worked until the employee has had a clear 10 hour break. Provided that where the employee has agreed on a break of 8 hours consistent with clause 24.1.3, the provisions of clause 21 will not apply.

21.2.4 All overtime payments for-casual employees will be compounded. That is, the rate used as the basis for calculating overtime payments will be the rate of 120 per cent of the ordinary hourly rate of pay.

22. HIGHER DUTIES

Where an employee is required to work at a higher level for than more than 50 per cent of the rostered shift, then payment must be made at the higher rate for the entire shift. If the higher skill is utilised for than less than 50 percent of the time than the employee must be paid at the higher rate for the time worked.

23. HOURS OF WORK

23.1 Full-time Employees

A full-time employee is an employee employed on a permanent on-going basis. A permanent full-time employee will be paid the appropriate hourly rate prescribed for the classification in which they are employed, consistent with the following hours:

23.1.1 The ordinary hours of work of a full-time employee shall average 38 hours per week.

23.1.2 Hours of work may be spread over a 4 week cycle on the following basis:

- 152 hours spread over the cycle.

23.1.3 The minimum number of hours worked per day shall be 4 and the maximum of 10 hours or 12 hours by agreement between the employer and the employee.

23.1.4 The minimum number of hours worked per week shall be 30.



- 23.1.5** Employees shall not work more than 3 consecutive shifts of 10 hours without a break of 48 hours minimum and no more than eight 10 hour shifts in a cycle.
- 23.1.6** No employee shall work more than 10 days in succession without a break of 48 hours minimum.
- 23.1.7** Within a 4 week period 8 days must be rostered off including a minimum of 2 periods of 2 consecutive days off.

23.2 Part-time Employees

23.2 (a) A part time employee is a permanent employee who regularly works a number of hours between 12 hours and 32 hours per week. A permanent part-time employee shall be paid the appropriate hourly rate prescribed for the classification in which they are employed, consistent with the following hours:

- 23.2.1** Hours of work may be spread over a 4 week cycle on the following basis:
- Between 48 and 128 hours worked consecutively spread over the cycle.
- 23.2.2** The minimum number of hours worked per day will be 4 and the maximum of 10 hours or 12 hours by agreement between the employer and the employee.
- 23.2.3** The minimum number of hours worked per week will be 12 and the maximum 32.
- 23.2.4** No employee shall work more than 10 days in succession without a break of 48 hours
- 23.2.5** Within the cycle 8 days must be rostered off including a minimum of 2 periods of 2 consecutive rostered days off.

23.2 Exemption from the provisions of clauses 23.1 and 23.2 inclusive for specified events may be agreed from time to time between the parties to this agreement.

23.3 Casual Employees

- 23.3.1** Casual employees will be paid for each hour worked 1/38th of the weekly rate for the grade which applies to the employee plus 20%. All overtime and other penalty payments will be calculated on this rate.
- 23.3.2** Casual employees are also entitled to be paid 1/12th of the employee's ordinary pay, as defined in the Annual Holidays Act, to pay for the employee's annual holiday entitlement.

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23.3.3 The employer will offer all casual work that becomes available to existing casual employees prior to engaging new casual employees or agency staff subject to the employee meeting the employer's skill requirements and job specifications.

23.3.3(b) Existing casual employees are those employees currently listed on the company payroll. If a casual employee does not work for the company for a period of three months, (other than those casual employees on approved leave or an approved unpaid absence), then they will be removed from the company payroll.

23.3.4 Casuals minimum engagement provisions are as follows:

23.3.4(a) Three hours per day for all casual employees where the estimated crowd at an SCG or SFS event is less than 5,000 persons.

Provided that where the estimated crowd at an SCG or SFS event is greater than 5,000 persons, then the first 300 shifts rostered for that event will have a minimum engagement of 4 hours. However, after the 300th rostered shift for the event, of any additional shifts which are rostered for that event, 50% will have, a minimum engagement of 3 hours.

23.3.4(b) Three hours per day for any other event or function.

23.3.4(c) Parties will review the operation of clause 17.3.4 though the Joint Consultative Committee 3 months after the operation of this agreement.

23.3.5 Casuals will be given 7 days notice of hours to be worked wherever possible but in any event, not less than 72 hours. However, in extraordinary circumstances such as the cancellation of an event half way through it, the employer may provide less than 48 hours notice of a change in roster.

24. ROSTERING

24.1 Rostering of Employees

All employees, other than casual employees will be given 7 days notice of hours to be worked. The roster will be placed in an area accessible to employees. Casual employees will be rostered in accordance with clauses 23. Where less than 7 days notice of a roster change is provided or in the case of casual employees, less than 72 hours notice is provided (subject to clause 23.3.5), overtime shall be payable for all hours worked in addition to rostered hours, unless such rostered changes have been mutually agreed between the employer and the employee.

Eurest will attempt to get confirmation of the next available shift staff are able to work during their working hours to prepare the next roster.



24.1.2 Direct employees will be able to call the employer by 7.00pm on the Wednesday before the Weekend roster is to begin indicating their willingness to work. These employees shall be engaged on the roster before any agency staff are called in.

24.1.3 Break Between Shift

Subject to clause 24, all employees will have at least ten hours break between the end of one shift and the start of the next shift. An 8 hour break between shifts may occur by written agreement between the employee and the employer.

24.1.4 Cancellation of Hours

If a casual employee's shift is cancelled or reduced after the employee has arrived at the worksite, the employee will be paid the minimum start for the shift in accordance with clause 17.3.3. However, the company may request that an employee performs work that is within the scope of their classification, skills and training rather than send the employee home.

No minimum payment applies if the employee is contacted by Eurest at least 2 hours prior to the commencement of the shift to inform them of the cancellation of the event.

25. AGENCY STAFF

25.1.1 The employer will only employ agency staff when they have exhausted the use of both weekly employees and casual employees subject to the following:

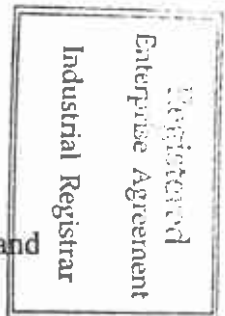
25.2.1 Agencies will be expected to pay their staff the minimum wages and conditions as per this agreement.

25.2.2 The use of agencies and staff will continually be monitored and reviewed by the consultative committee.

25.2.2 The employer will ensure that all organisations who supply labour used at the venues covered by this agreement will observe the terms and conditions of this agreement as though the agency were included in the scope clause of the agreement.

26. MEAL BREAK/REST PAUSE

26.1 An employee who is engaged to work in excess of 5 hours shall be given a meal break of between 30 minutes and 1 hour. This meal break shall be given after working not more than 5 hours. By agreement, up to six hours may be worked without a break for a meal. The first meal break taken on any shift shall be unpaid and a meal shall be provided. For full time and part time employees, the



second meal break will be paid break, and the employee will be paid a meal allowance for the second break of \$7.50 or shall be provided with a meal.

26.2 In addition to the employee's meal break(s), an employee will be paid a rest pause of ten minutes once during each 5 hour period worked.

27. ANNUAL LEAVE (SEE THE ANNUAL HOLIDAYS ACT)

27.1 After an employee, other than a casual employee has worked for the employees employer for 12 consecutive months the employer will pay the employee a loading of 17.5 on the employees annual holiday pay each time the employee take holidays or on termination of employment.

27.2 An employee may elect with the consent of the employer, subject to the Annual Holidays Act 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed between the employer and the employee.

27.3 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

28. SICK LEAVE

28.1 An employee, other than a casual employee, who has worked for the employer for more than one month shall be entitled to up to 38 hours off in the first year of employment and 60.8 hours off in each of the second and subsequent years of employment without loss of pay if the employee is unable to attend work because the employee is ill or has been injured.

28.2 An employee must give the employer as much notice as possible if the employee is to take sick leave, and give the employer any reasonable proof that the employer may ask.

28.3 Unused sick leave will accumulate from year to year.

29. PARENTAL LEAVE

An employee is entitled to unpaid maternity leave, paternity leave or adoption leave under the New South Wales Industrial Relations Act 1996.

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30. PERSONAL/CARER'S LEAVE

30.1 Use of Sick Leave:

30.1.1 An employee, other than a casual, with responsibilities in relation to a class of person set out in clause 30.1.3(b) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 28 of

the agreement, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.

30.1.2 The employee shall, if required establish by production of a medical certificate or statutory declaration the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another persons has taken leave to care for the same person.

30.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:

30.1.3(a) The employee being responsible for the care and support of the person concerned; and

30.1.3(b) The person concerned being:

30.1.3(b)(i) A spouse of the employee; or

30.1.3(b)(ii) A de facto spouse, who, in relation to a person is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person or;

30.1.3(b)(iii) A child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

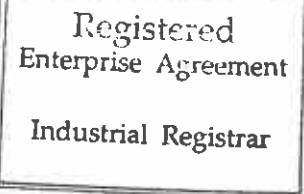
30.1.3(b)(iv) A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

30.1.3(b)(v) A relative of the employee who is a member of the same household, where for the purposes of this paragraph:

30.1.3(b)(v)(1) "Relative" means a person related by blood, marriage or affinity;

30.1.3(b)(v)(2) "Affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

30.1.3(b)(v)(3) "Household" -means a family group living in the same domestic dwelling.



- 30.1.4** An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to the leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity of the day of absence.

30.2 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 30.1.3(b) above who is ill.

31. BEREAVEMENT LEAVE

- 31.1** An employee, other than a casual employee, shall be entitled to up to three days bereavement leave in each year of employment without deduction of pay on the death of a person prescribed in Clause 30.1.3(b).
- 31.2** The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer provide to the satisfaction of the employer proof of death.
- 31.3** Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in 30.1.3, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 31.4** An employee shall not be entitled to bereavement leave under this clause during any period in respect of which employee has already been granted other leave.

32. JURY SERVICE

- 32.1** If an employee, other than a casual employee, is required to attend for jury service the employer will pay the employee the difference between what the employee would have earned while working for the employer and the amount of jury pay received by the employee.
- 32.2** The employee shall give the employer proof that the employee was on jury service and the amount received.
- 32.3** The employee must tell the employer as soon as the employee knows that the employee is required for jury service.

33. BLOOD DONORS

- 33.1** If an employee, other than a casual employee wishes to donate blood, the employee may do so during working hours without loss of pay provided that:

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- 33.1.1 The time and day selected meet with the employer's convenience and does not unduly disrupt the employers operations.
- 33.1.2 The employee is able to donate blood at a place within 5 walking minutes of their worksite.
- 33.1.3 The employee must provide the employer with proof that the employee donated blood; and
- 33.1.4 This entitlement is limited to a maximum of 2 hours on no more than 3 occasions in any one year of employment.

34 PUBLIC HOLIDAYS

34.1 Subject to clause 34.3, full-time and part-time employees are entitled to the following holidays without loss of pay:

34.1.1 In New South Wales:

- 34.1.1(a) Christmas Day;
- 34.1.1(b) Boxing Day;
- 34.1.1(c) New Year's Day;
- 34.1.1(d) Australia Day;
- 34.1.1(e) Good Friday
- 34.1.1(f) Easter Saturday;
- 34.1.1(g) Easter Monday
- 34.1.1(h) Anzac Day;
- 34.1.1(i) Queens Birthday;
- 34.1.1(j) Labour Day;



34.1.2 Union Picnic Day - 3rd Monday in February;

34.1.3 Additional days declared or prescribed in the State or locality.

34.1.7 **Substitute holidays**

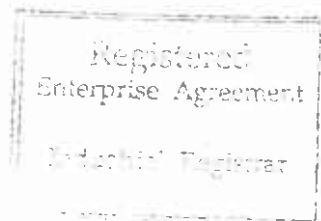
- 34.1.7(a) When New Year's Day, Australia Day, Queen's Birthday or Labour Day falls on a Saturday or Sunday, such day will also be a holiday and the appropriate public holiday prescribed in Clause 11 will rate will apply.

34.2 **A full-time employee:**

- 34.2.1 who works on a public holiday must be paid the rate prescribed in clause 11;

34.2.2 whose rostered day off falls on a public holiday must, subject to clause 11, either:

- be paid an extra day's pay; or
- be provided with an alternative day off within 28 days; or
- receive an additional day's annual leave.



34.2.3 who works on a holiday which is subject to substitution as per clause 34.2.2 will be entitled to the benefit of the substitute day.

34.2.4 who works on Christmas Day when it falls on a weekend must be paid an additional loading of 50% of their ordinary time rate for the hours worked on that day and will also be entitled to the benefit of a substitute day. For example, if Christmas Day falls on a Sunday the employee must be paid 2.25 times the ordinary rate (comprising 1.75 for the Sunday penalty rate plus the additional 50% loading) multiplied by the hours worked that day.

34.3 A Permanent Part-time Employee (as defined in clauses 17 and 23):

34.3.1 is be entitled to the public holidays listed in clause 34.1 without loss of pay.

34.3.2 who works on a public holiday must be paid at the rate prescribed in clause 11.

34.3.3 who-works on Christmas Day when it falls on a weekend must be paid an additional loading of 50% of their ordinary time rate for the hours worked on that day and will also be entitled to the benefit of a substitute day. For example, if Christmas Day falls on a Sunday the employee must be paid 2.25 times the ordinary rate (comprising 1.75 for the Sunday penalty rate plus the additional 50% loading) multiplied by the hours worked that day.

34.4 Casual employees

A casual employee who works on a day for which full-time and regular part-time employees are paid public holiday rates shall be paid at the rate prescribed by clause 11.

Majority Agreement to Substitute Other Holidays

34.5 An employer and a majority of employees in a workplace may agree to substitute another day for any of the above named holidays subject to the following conditions:

34.5.1 If an employer intends to substitute a public holiday and the Union has members at the particular workplace and the employer is aware of union membership, the employer must inform the Union of its intention and provide the Union with an opportunity to participate in negotiations to substitute a holiday if requested by member(s).

- 34.5.2 After the employer and a majority of employees have agreed to substitute a public holiday, the employer must record such agreement in the time and wages records kept pursuant to the Industrial Relations Act 1996.

35. TERMINATION OF EMPLOYMENT

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35.1 Notice of termination by employer

- 35.1.1 In order to terminate the employment of an employee (other than casual employees) the employer shall give to the employee the following notice:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 35.1.2 In addition to the notice in Clause 35.1.1 employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.

- 35.1.3 Payment in lieu of the notice prescribed in clauses 35.1.1 and/or 35.1.2 shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof

- 5.1.4 In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated shall be used.

- 35.1.5 The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specific task or tasks.

- 35.1.6 For the purposes of this clause, continuity of service shall be calculated in the manner prescribed by clause 35.7.

35.2 Notice of termination by employee

- 35.2.1 The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned.

- 35.2.2 If an employee fails to give notice the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

35.3 Time off during notice period

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

35.4 Statement of employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee's written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee. Provided that the employee has been employed for either 3 months or 12 shifts.

35.5 Summary dismissal

Notwithstanding the provisions of clause 35.1.1 employer shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal including malingering, inefficiency or neglect of duty or misconduct and in such cases the wages shall be paid up to the time of dismissal only.

35.6 Unfair dismissals

35.6.1 Termination of employment by an employer shall not be harsh, unjust or unreasonable.

35.6.2 For the purposes of this clause, termination of employment shall include termination with or without notice.

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

35.7 Continuity of Service

Continuity of Service shall not be deemed to be broken for any reason except when the employee leaves employment, is made redundant or is terminated from employment.

36. INTRODUCTION OF CHANGE

36.1 Employer's duty to notify

36.1.1 Where an employer has made a definite decision to introduce major changes in production, program, Organisation, structure or technology that are likely to have significant effects on employees, the employer shall



notify the employees who may be affected by the proposed changes and the union.

- 36.1.2** "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retailing or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

36.2 Employer's duty to discuss change

- 36.2.1** The employer shall discuss with the employees affected and the union, the introduction of the changes referred to in clause 36.1.1, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the union in relation to the change.
- 36.2.2** The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 36.1.1.
- 36.2.3** For the purposes of such discussion, the employer shall provide in writing to the employees concerned and the union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employees interest.

37. REDUNDANCY

37.1 Discussions before terminations

- 37.1.1** Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employee directly affected and with the union.
- 37.1.2** The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of clause 37.1.1 and shall cover, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

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37.1.3 For the purposes of the discussions the employer shall, as soon as practicable, provide in writing to the employees concerned and their union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

37.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in clause 37.1.1 the employee shall be entitled to the same period of notice of transfer as he or she would have been entitled to if his or her employment had been terminated and the employer may at the employers option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

37.3 Severance pay

37.3.1 In addition to the period of notice prescribed for ordinary termination in clause 35.1.1 of this award and subject to further order of the Commission, any employee whose employment is terminated for reasons set out in clause 37.1.1 shall be entitled to the following amount of severance pay in respect of a continuous period of service:

Years of service	Number of Weeks of Severance Pay Under 45 years of age entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks
	45 years of age and over entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks



37.3.2 "Week's pay" means the ordinary time rate of pay for the employee concerned.

- 37.3.3** Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

37.4 Employee leaving during notice

An employee whose employment is terminated for reasons set out in clause 37.1.1 may terminate the employee's employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

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37.5 Adequate Alternative employment

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains adequate alternative employment for an employee. Discussions will take place with the employee to ensure that the position found is adequate alternative employment.

37.6 Time off during notice period

- 37.6.1** During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 37.6.2** If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- 37.6.3** For this purpose a statutory declaration will be sufficient.

37.7 Employment Service

Where a decision has been made to terminate employees in the circumstances outlined in clause 37.1.1 of this agreement the employer shall notify an agreed Employment Service as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

37.8 Superannuation benefits

- 37.8.1** Subject to further order of the Commission where an employee who is terminated receives a benefit from a superannuation scheme, the employee shall only receive under clause 37.3.1 the difference between the severance pay specified in that subclause and the amount of the

superannuation benefit he or she receives which is attributable to employer contributions only.

37.8.2 If this superannuation benefit is greater than the amount due under clause 37.3.1 then the employee shall receive no payment under that clause.

37.8.3 Superannuation scheme shall mean HOST-PLUS Superannuation Fund.

37.9 Transmission of Business

37.9.1 Where a business is before or after the date of this agreement, transmitted from an employer (in this sub-clause called "the transmittor") to another employer (in this sub-clause called "the transmittee") and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:

37.9.1(a) The continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and

37.9.1 (b) The period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.

37.9.2 In this sub-clause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

37.10 Employees with less than one year's service

This clause shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

37.11 Employees Exempted

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

37.12 Employers Exempted

Subject to an order of the Commission, in a particular redundancy case this clause shall not apply to employers who employ less than 15 employees.

37.13 Incapacity to Pay

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An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

38. SUPPORTED WAGE SYSTEM - WORKERS WITH DISABILITIES



38.1 Workers Eligible For Supported Wage

This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award. In the context of this clause, the following definitions will apply:

- 38.1.1** "Supported Wage System" means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in "[Supported Wage System: Guidelines and Assessment Process]".
- 38.1.2** "Accredited Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
- 38.1.3** "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.
- 38.1.4** "Assessment instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

38.2 Eligibility Criteria

- 38.2.1** Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
- 38.2.2** (The clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers'-compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their current employment.
- 38.2.3** The award does not apply to employers in respect of their facility, programme, undertaking service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in

receipt of or are eligible for a disability support pension, except with respect to an Organisation which has received recognition under s. 10 or s. 12A of the Act, or if a part only has received recognition, that part.

38.3 Supported Wage Rates

38.3.1 Employees to whom this clause applies shall be paid the applicable percentage of the rate of pay prescribed by this award for the class of work -which the person is performing according to the following schedule:

Assessed capacity (clause 38.4)	% of prescribed award rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%



38.3.2 (Provided that the minimum amount payable shall be not less than \$50 per week).

38.3.3 Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

38.4 Assessment of Capacity

For the purpose of establishing the percentage of the award rate to be paid to an employee under this award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

38.4.1 The employer and a union party to the award, in consultation with the employee or, if desired by any of these;

38.4.2 The employer and an accredited Assessor from a panel agreed by the parties to the award and the employee.

38.5 Lodgement of Assessment Instrument.-

38.5.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Register of the Industrial Relations Commission.

- 38.5.2** All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the award, is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within 10 working days

38.6 Review of Assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

38.7 Other Terms and Conditions of Employment

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

38.8 Workplace adjustment

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

38.9 Trial Period

- 38.9.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- 38.9.2** During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- 38.9.3** The minimum amount payable to the employee during the trial period shall be no less than \$50 per week.
- 38.9.4** Work trials should include induction or training as appropriate to the job being trialed.
- 38.9.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under clause 38.4.



39. CLOTHING, EQUIPMENT AND TOOLS

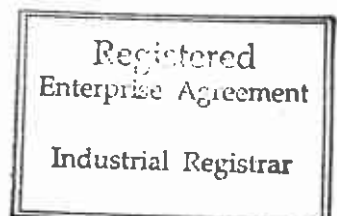
- 39.1** Where the employer requires any special clothing such as coats, dresses, caps, aprons, cuffs and any other articles of clothing to be worn by the-employee, these will be purchased and laundered at the employer's expense.
- 39.2** By agreement, the employee may be required to wash and iron the special clothing and in exchange the employee will receive an allowance of \$1.30 per shift or a maximum of \$4.00 per week. Chefs will receive \$2.30 per shift or a maximum of \$6.90 per week.
- 39.3** Where it is necessary that waterproof or other protective clothing such as boots, aprons, or gloves be worn by the employee, such clothing will be supplied without cost to the employee and will remain the property of the employer.
- 39.4** An employee on commencing employment will sign a receipt for all items of uniform and property provided by the employer. Such receipt will list the items of uniform and property and their value. Upon ceasing employment, if the employee does not return items of uniform and property in accordance with the receipt, the employer will be entitled to deduct the value as stated on the receipt from the employee's wages.
- 39.5** Records of receipt will be available for inspection by an official of the union. In the case of genuine wear and tear, damage, loss or theft that is not the employee's fault, this provision will not apply.
- 39.6** All towels, tools, ropes, brushes, knives, choppers, implements, utensils and materials will be supplied by the employer without cost to the employee.

40. AMENITIES

- 40.1** It is recognised that amenities are provided at the sites covered by this agreement by the landlords of the site. However, the employer will ensure that suitable amenities are available which will include:
- 40.1.1** Separate change rooms for male and female employees;
- 40.1.2** Facilities for the safe keeping of personal belongings;
- 40.1.3** Access to a non-public toilets and rest/meal break facilities where these facilities are available.
- 40.2** Any issues arising from this clause will be dealt with in accordance with the Disputes and Grievance Procedures of this agreement.

41. SUPERANNUATION

41.1 Employer Application



The employer will make an application to join the fund in respect to all employees employed pursuant to this agreement

41.2 Employee Application

- 41.2.1 Within seven days of an employee becoming eligible for contributions, the employer must provide the employee with a Fund membership application form.
- 41.2.2 Each employee who is not already a member of the fund must complete a membership form within 14 days of becoming an employee of the employer.
- 41.2.3 If an employee has failed to complete a Fund membership application as at the due date of the first employer contribution, the employer will provide the Fund with the details of the employee's current name, address and date of birth.

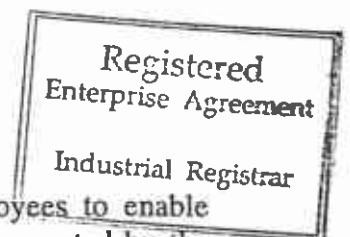
41.3 Employer Contributions

- 41.3.1 The employer will pay to the trustees of the fund a weekly contribution in accordance with the Superannuation Guarantee Charge Act 1992.
- 41.3.2 Provided in the case of a casual employee whose gross earnings do not exceed \$450 in any calendar month, the employer will not be required to make a Superannuation contribution for that month.
- 41.3.3 Notwithstanding the date upon which the employee signs a membership application form, contributions in accordance with 42.3.1 will be made from the date the employee became eligible for membership.
- 41.3.4 The weekly contributions prescribed in 42.3.1 must be remitted to the Fund on a monthly basis for each eligible employee.
- 41.3.5 An employee's eligibility for contributions will cease on the last day of employment with the employer and the employer will not make any contributions to the Fund in respect of any period beyond the last day of employment.

42. TRAINING

42.1 Access to Training

- 42.1.1 The employer will provide access to training for employees to enable them to develop their skills. Training of the employee requested by the employer, will be paid by the employer and the employee will be paid ordinary time earnings by the employer for the time the employee attends the training at the level that the employee is classified at the time the training is undertaken.



- 42.1.2 Employees may be required to perform duties within the skills structure provided that a change in duties will not be designed to erode the employee's skills. Progression to a higher level within the structure will be dependent on the employee satisfying the employer with respect to their skill level, together with a position being available at a higher level.

42.2 Pre-employment Induction Training

Pre-employment training consisting of the employer's induction course and Occupational Health and Food Safety will be provided by the employer. Prospective employees will be required to undertake the training without pay. Employees will be provided all meals for the day, and with \$20.00 reimbursement for transport costs. Such training courses will not involve on-the-job training. The Union will be advised at least 7 days in advance of proposed induction training of prospective employees and will be allocated a reasonable time to talk to all prospective employees about the benefits of Union membership at the employer's induction course.

42.3 Skills Levels & Mobility Training / Skills Development

- 42.3.1 In circumstances where employees will be acquiring new skills at their own request, the training will be without pay or in their own time. Training initiated by management or required as part of their job classification will be undertaken in the employer's time.

- 42.3.2 It is understood and accepted by the employer and employees that activities undertaken within and across the skill levels will be done so by competent and suitably qualified personnel.

- 42.3.3 Employees may be required to perform a wide range of duties and tasks. It is not intended employees regularly and consistently perform tasks at the lower level of the skill than the work they usually perform where lower skill tasks dominate their work.

- 42.3.4 It is accepted that the work of individuals will be broadly based and generic in nature, incorporating the ability for the employee to perform a wider range of duties which are incidental or peripheral to their main task or function (provided the tasks are within the range of tasks prescribed within the employee's classification).

- 42.3.5 Subject to agreement by the employer and employee's affected, employees will undertake training for the wider range and higher level duties. Employees who satisfactorily complete such training will be considered for promotion but the acquisition of the skills alone is not automatic entitlement to progress to the next level. There must be the existence of suitable vacancy.

- 42.3.6 The employer will not create barriers to advancement of employees through denying or limiting access to appropriate duties within a classification level or denying or limiting access to training, or for

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employees to demonstrate that they have the skills and are able to exercise the level of responsibility required. Neither will employees unreasonably refuse to undertake training which is provided or undertake work in any capacity. However, the employer reserves the right to refuse an employee (other than an employee on probation), access to particular training where that employee has already demonstrated an inability to measure up to the standards required.

- 42.3.7** The employer may provide education assistance to undertake courses at other institutions. This assistance may include some form-of financial support for courses which the employer considers may assist in furthering an employee's career with the employer.

43. TRADE UNION TRAINING

- 43.1** An employee elected or appointed to the position of Union Delegate will be allowed leave to attend training courses conducted and/or approved by the Union subject to the following conditions:

- 43.1.1** Upon application from the Union, up to a maximum of 50 days leave each calendar year to attend such courses will be allowed. For this purpose, this 50 day maximum will serve to cover the Union's training requirements for all delegates provided that no one employee is granted more than a maximum of 5 days each calendar year.

- 43.1.2** The Union will provide the employer 14 days notice of the enrolment of an eligible employee including details of the course and time required. On completion of the course the Union will, on request, provide to the employer proof of attendance for eligible employees.

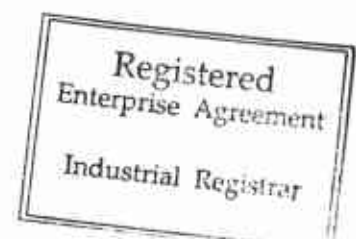
- 43.1.3** Leave of absence granted pursuant to this clause will count as service for all purposes of this agreement.

- 43.1.4** Payment by the employer to attend trade union training will be in accordance with the following schedule:

- 43.1.4(a)** Casual employees will receive \$60.00 per day for each day of training;
- 43.1.4(b)** Part-time employees will receive pay for each day of training attended equivalent to the employee's average engagement provided the amount is not less than \$60.00;
- 43.1.4(c)** Full-time employees will receive one days pay for each day of training attended.

44. ROLE OF THE UNION

44.1 Union Commitment



The Union commits itself to promote a harmonious and productive workforce environment in which employees are committed to the Organisation. Every effort will be made to ensure that the dispute settlement procedures are followed and industrial disruption is avoided. In recognition of this, the following procedures will be implemented:

44.2 Attendance at the Work Site

Properly accredited officials of the Union have the right, consistent with the provisions of the Industrial Relations Act 1996, to enter the worksite to observe the performance of work and to talk to employees, provided that 24 hours notice is given to Eurest Management.

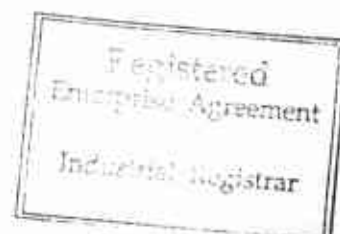
44.3 Union/employer co-operation

To facilitate union membership, the employer will:

- 44.3.1** Provide payroll deduction services for Union fees which shall be deducted weekly. Such fees shall be remitted to the Union on a monthly basis with enough information supplied to enable the Union to carry out a reconciliation.
- 44.3.2** The employer will provide two weeks written notice to the Union as to when staff inductions are being held.
- 44.3.3** Eurest will then provide the Union with access to talk to all new employees at all induction or appropriate training courses. In this regard the employer will organise such access for the Union in a way which is conducive to the Union being able to give a presentation to as small a group as practicable, with time provided for the Union being not less than 15 minutes.
- 44.3.4** Ensure that all supervisors are trained in the provisions of the enterprise agreement and the employer's policy on Union membership.
- 44.3.5** Notwithstanding the above, where an employee indicates they have an objection to joining the Union, the employer shall advise the Union of this within 2 weeks. The Union shall then be provided with appropriate access to this employee to further promote the benefits of Union membership.

44.4 The Role of the Union Delegate/s

- 44.4.1** For the purpose of the Union conducting their business on a day to day basis, the employer will recognise duly elected/appointed Union Delegate/s.
- 44.4.2** Union Delegate/s will be allowed reasonable time during working hours to interview the employer or the employer's representative on matters affecting employees.



- 44.4.3 Union Delegate/s will be allowed reasonable time during working hours to discuss with individual Union members, any matters pertaining to their work.
- 44.4.4 Union Delegate/s will be allowed to meet with their Union official(s) to discuss issues which may need to be progressed either in the consultative committee or via the dispute settling procedure. Such meetings whilst in paid time will be determined following consultation with the employer.
- 44.4.5 Union Delegate/s will be elected/appointed from each department.

44.5 Payment of Union Dues

- 44.5.1 At the written request of the employee, the employer will deduct Union membership fees from the pay of an employee to be forwarded to the Union on a monthly basis.
- 44.5.2 It is agreed that the employer will deduct an amount of 5 per cent not including GST from the Union fees deducted from the employees pay. This amount will be used by the employer towards offsetting the costs associated with delegates' attendance at enterprise bargaining negotiations and other like matters.

44.6 Workplace Meetings

Employees will be allowed to attend without the loss of ordinary earnings, one workplace meeting each year which is convened by the Union, subject to the following conditions:

- 44.6.1 The Union and the employer will consult at least 2 weeks in advance (or less by agreement) of any such meeting for the purpose of minimising any disruption to work.
- 44.6.2 The meeting will consider industrial issues of relevance to the employer and its employees, including consultation with employees about the terms of this agreement and subsequent agreements.
- 44.6.3 Each meeting will be no longer than 2 hours and will be conducted in such a manner as to minimise disruption to business.
- 44.6.4 Should bans or limitations or any other form of industrial disruption result from this meeting then it is understood that the time lost to the meeting will not be paid.

45. DISPUTES AND GRIEVANCE PROCEDURE

Any grievance, claim or dispute, or any matter which is likely to result in a dispute between an employee and the employer will be resolved in accordance with the following procedure:



- 45.1 An employee or group of employees, will firstly refer any grievance to their Supervisor, who will try to resolve the matter expeditiously.
- 45.2 If the matter is not resolved, the Supervisor will refer it to the Divisional Manager and the Divisional Manager will then discuss the matter with the employee(s) and the Union Delegate/s.
- 45.3 If the matter is unable to be resolved, it will be referred to the General Manager and an appropriate senior union official for discussion and resolution.
- 45.4 If, after a reasonable period the matter remains unresolved, the matter may be referred to the Commission for conciliation and if necessary arbitration.
- 45.5 While this procedure is being followed the status quo will be maintained and work will continue as normal.
- 45.6 It is recognised that where problems relating to health and safety arise, they will require immediate attention and decision.
- 45.7 In the case of dismissal the employer will, without prejudice to the employer's rights, ensure that the employee is subject to the accepted counselling procedure, has an opportunity to answer any allegations put to the employee and has the opportunity of being represented by a Union official in accordance with this procedure prior to dismissing the employee. The employer will comply with this requirement by advising the employee that the dismissal is being considered, that the employee has the right to be represented by a Union official and by allowing the Union sufficient time to attend; provided that, where a Union official does not attend within three days from the advice of the employer to the employee, the employer may deal with the dismissal without a Union official being present.
- 45.8 Where the employer is considering dismissal, the employer may suspend an employee from attendance at the workplace for the purpose of observing this procedure, in which case the employee will receive the total wages that would have been payable according to the employee's normal roster had the employee not been suspended.

46. DISCIPLINARY PROCEDURE

46.1 The employer has an established disciplinary procedure for dealing with performance issues which may lead to the need to counsel employees or provide warnings according to particular circumstances. This process is summarised as follows.

46.2 Counselling

46.2.1 If there is a failure to meet the required standards, an interview will be carried out by the Area Manager.



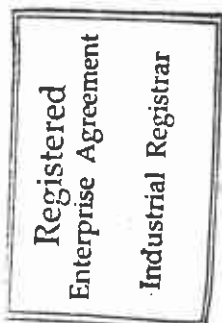
- 46.2.2 Counselling will outline the areas of concern and highlight the employer's requirements. The employee will be given a reasonable opportunity to defend against any allegations of misconduct, poor performance or work capacity. Where requested, the employee will be entitled to union representation.
- 46.2.3 A counselling record form is to be filled out indicating areas of concern, standards required to be met and what is expected from the employee towards meeting the standards required and the date of the next interview.

46.3 First Warning

- 46.3.1 If there is a failure to meet the required standards or there is a recurrence of the previous unsatisfactory behaviour, an interview will be carried out by the Area Manager.
- 46.3.2 The interview will include an outline of the area's of concern and highlights the employer's requirements. The employee will be given a reasonable opportunity to defend against any allegations of misconduct, poor performance or work capacity. Where requested, the employee will be entitled to union representation.
- 46.3.3 A written warning may be provided to the employee concerned which may make reference to the first counselling session, the lack of satisfactory improvement and indicating that a further recurrence or lack of improvement may result in dismissal.
- 46.3.4 A copy of the warning will be (where appropriate) provided to the union delegate.

46.4 Termination of Employment or Final Warning

- 46.4.1 Where an employee has failed to improve their performance or heed the counselling/warnings previously given, the employee may be dismissed or a final warning given according to the circumstances. It will normally be the case that a second warning letter will precede any action to terminate an employee.
- 46.4.2 For a final warning, the steps outlined in 47.3 above will be applied.
- 46.4.3 If a decision has been taken to terminate the employment of the employee, both the employee and the Company representative should each have a witness present.
- 46.4.4 The employee will be asked for any explanation they may have that might have a bearing on the decision to dismiss.
- 46.4.5 If the explanation is unsatisfactory, the employee will be given a Letter of Termination which makes reference to previous warnings/counselling and provides details of the employee's termination pay.



47. POSTING OF AGREEMENT

A copy of this agreement will be posted on a Union notice board situated at the work sites in an accessible location.

48. TIME BOOKS & RECORDS

48.1 Records to be kept

48.1.1 The employer will, in addition to and notwithstanding the employer's obligations under the Industrial Relations Act and/or the NSW Long Service Leave Act, keep for a period of at least 6 years from the date of termination of employment of an employee, the following records:

48.1.1(a) The name and address of each employee.

48.1.1(b) The date of commencement of service.

48.1.1(c) The employee's classification.

48.1.1(d) The date of appointment to classification.

48.1.1(e) The employee's employment Status

48.1.1(f) The employees date of birth if under 18 years age.

48.1.1(g) The employees times of commencing and ending work on every roster together with any meal breaks taken, and the wages paid. The time book shall be signed by the employee at the end of each pay period wherever practicable.

48.1.1(h) The employee's rate of pay and the Superannuation contribution rate.

48.1.2 The employee will have access to their own file and the Union shall also have access to such files when authorised to do so by the employee concerned.

48.1.3 The Union representative will have access to all time and wage records consistent with the Industrial Relations Act 1996.

48.3 Inspection of Time & Wage Records

Properly accredited officials of the Union have the right to inspect the time and wage records and to question staff responsible for the preparation of such records.

49. TRANSMISSION OF RECORDS



It is a term of this agreement that if the employer's business or part of the business changes hand by whatever method, the employer will provide to the new employer all records and books referred to in clause 48.

50. NO EXTRA CLAIMS

It is a term of this agreement that there be no further claims by either party, except those outlined in clauses 12.2, 12.5 and 19, clause 52 Leave Reserved and any change to State legislation.

51. RENEGOTIATION OF AGREEMENT

The parties to this agreement agree to commence negotiations on a replacement agreement a minimum of 3 months prior to the expiry of this agreement.

52. LEAVE RESERVED

52.1 Tool Allowance.

52.2 Parking Allowance.

52.3 Multi-hire Clause.

52.4 Vendors - The insertion of any industry standards in relation to the employment of vendors.



The *Eurest (Australia) Pty Limited/ALHMWU Enterprise Agreement 2001* is consented to and binding upon the parties named in Clause 3.

Signed for and on behalf of the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch

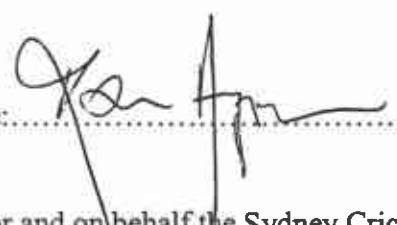
Signature:.....



JOHN BARRY
BRANCH ASSISTANT SECRETARY

Signed for and on behalf of Eurest (Australia) Pty Limited

Signature:.....



Signed for and on behalf the Sydney Cricket and Sportsground Trust

Signature:.....

