

The Australian Workers Union Workforce International Pty Ltd (Events) Enterprise Agreement 1998.



1) TITLE

This Agreement shall be known as the Australian Workers Union "Workforce International Pty Ltd (Events)" Enterprise Agreement 1998.

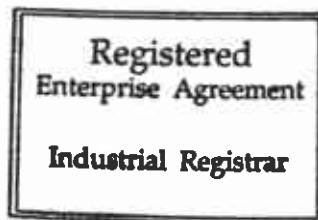
2) PARTIES

The parties to this Enterprise Agreement shall be:

- a) Workforce International Pty Ltd (ACN001 775 435) (*the company*) and its employees falling within the scope of Clause 5, Application and Scope of this Agreement, and
- b) The Australian Workers Union, New South Wales, its officers and members employed by the Company.

3) ARRANGEMENT

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PART B

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4) INTENTION

- a) The Union agrees to work with the company to achieve the following values that the company has identified as being essential in meeting its obligations to its clients and other stakeholders:
 - Integrity and dedication.
 - Teamwork and effective communication.
 - Accountability and rewards linked to performance.

- Health and safety in the work place.
- A productive attitude towards industrial relations.
- The development and cross-training of the workforce.

b) For its part the company acknowledges that good industrial relations are central to an efficient and effective workforce and recognises the role of the Union in representing the legitimate interests of the workforce in regard to all employment related matters.

5) APPLICATION AND SCOPE

This Enterprise Agreement shall be binding upon:

Workforce International Pty Ltd (ACN 007 775 435) and the Australian Workers' Union, representing their members, employees of the company, in respect to employment conditions and rates of pay for the company's Employees, employed in regard to clients' of the company engaged in the following:

Venue operation and or maintenance.

Exhibition Construction or Staging.

Sporting Fixtures (excepting employees engaged at Leichhardt oval and Parramatta Stadium in relation to rugby league fixtures, in which case the terms and conditions of the Theatrical Employees Recreation and Leisure Industry (State) Award 1997 shall apply).

Entertainment (Live or Recorded).

<p>Registered Enterprise Agreement</p> <p>Industrial Registrar</p>
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6) DEFINITIONS

- "The company" shall mean Workforce International Pty Ltd
- "The Union" shall be the Australian Workers Union, New South Wales.
- "Ticketing Operations" shall mean all aspects of the operation of the Company relating to the sale of tickets at venues or events where this agreement operates, however, shall not include cash security functions relating to the transfer of money, nor in regard to the operation of paid parking facilities.
- "Weekly Employees" means an employee engaged as either:
 - a full-time employee for an average week of ordinary 38 hours.
 - a part-time employee engaged as such in writing at the point of engagement for a week of no less than 12 ordinary hours.
 - a "fixed-term employee" engaged in writing for an agreed minimum number of hours worked over an agreed period of time.
- "Casual" shall be an employee engaged and paid as such.
- "Admissions Officer" shall mean an employee who is not required to be licensed under the Security Industry Protection Act 1985 or its successor legislation and shall mean an employee who grants admission / entry into an event or venue through either the purchasing / collection of a ticket or through the presentation of a pre-purchased ticket.
- "Usher" shall mean an employee who is not required to be licensed under the Security Industry Protection Act 1985 or its successor legislation and is employed to advise and direct members of the general public on their seat allocation.

7) PERIOD OF OPERATION

This enterprise agreement shall come into operation from the first pay period beginning on or after 1st July 1998, and remain in force until 30th June, 2001.

8) RATES OF PAY AND SKILL LEVEL DEFINITIONS

- The rates of pay in this agreement take into account structural efficiency changes and safety net wage increases resulting from the various State Wage Case decisions as well as productivity based working conditions and work practices.

- b) The casual hourly rates contained in Table 1 of this award include a special loading which stands in place of an is intended to compensate for, any entitlement to annual leave, sick leave, public holidays and long service leave.
- c) The hourly Rates contained in Column 1 of Table 1 shall be those applying from the date of operation of the Agreement; Column 2 of Table 1 shall apply from 1st July, 1999.
- d) An employee shall be engaged under one of the following skill levels and paid as such, provided that promotion through the structure will be dependent on the individual having the appropriate levels of skill and experience, and further, that a vacant position exists at the higher level to be filled:

Skill level definitions:

Level 1

Employees at this level work under direct supervision and perform only routine duties covering simple manual or mechanical tasks. Such employees must demonstrate effective skills in interpersonal communication, basic literacy and numeracy and follow Company procedures as directed, eg. Usher. admission officer.

Level 2

Able to perform tasks at Operational Skill Level 1 if and when required. Employees at this level work under regular supervision. Such employees must demonstrate skill and competence in interpersonal communication and customer relations, occupational health and safety, control of emergency situations and follow Company policy and procedures as directed.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those performed by:

- information assistant
- ring official
- scoreboard attendant
- stores assistant
- loader
- exhibitors assistant
- houseman
- ride assistant
- first-aid attendant.



Level 3

Able to perform tasks at Operational Skill Levels 1 or 2 if and when required. Works under routine supervision with intermittent checking, although may exercise some autonomy when working in a team. Employees at this skill level must demonstrate skill and competency in problem solving, interpersonal and customer relations, routine administrative procedures, security procedures and, where appropriate, cash handling or works as part of a mixed trades group up to the level of trades assistant.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those performed by:

- ticket sellers
- guest relations officer
- wardrobe assistant
- make-up assistant
- retailing assistant
- kiosk attendant (excluding food, beverage or catering services)
- scoreboard operator
- receptionist
- customer attendant/Promotions character
- grounds men's assistant

- exhibitions technician
- ride operator.

Level 4

Able to perform tasks at Operational Skill Levels 1, 2, 3, or 4 if and when required. Works under limited supervision. Additional competencies and skills include an applied knowledge of the operation and technical systems up to the level of tradesman for safe, effective and efficient operation of the person's area of expertise in accordance with statutory requirements and Company policies and procedures. A trade or other appropriate formal qualification may be required.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those performed by:

- booking clerk
- sound/lighting operator
- projectionist
- audio-visual technician
- senior exhibitions technician
- store person
- camera person
- stage hand
- experienced office assistant
- guide



Level 5

Able to perform appropriate skills at Operational Skill Levels 1, 2, 3, 4, train and supervise employees under their control and perform the appropriate administrative and operational functions in accordance with Company policy and procedures and statutory requirements. Employees at this level work under limited supervision.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those performed by:

- assistance theatre manger
- area supervisor (other than security)
- mechanist
- office supervisor
- personal assistant

Level 6

Within specific areas of technical expertise, provides training, supervision and technical expertise, and technical direction to employees under their control. Exercises discretion and judgement under general direction within parameters established by management.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those performed by:

- wardrobe supervisor
- head mechanist
- muti trade qualified Supervisor
- post trade qualified operative
- green keeper
- special effects technician

Level 7

Within specific areas of technical expertise. Provides training supervision and technical direction to employees under their control. Exercises discretion and judgement under general direction within parameters established by management.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those performed by:

- lighting and sound supervisors
- box office / ticket selling supervisor
- stage manager
- special effects supervisor
- interpreter / guest host

Level 8

Works under broad guidance consistent with company objectives. Responsible for the planning and management of the work of other individuals and teams. Requires application of advanced management skills to ensure objectives are formulated and achieved.

A typical function at this level would include:

- theatre manager
- production designed / manager
- exhibitions supervisor
- events co-ordinator



9) TERMS OF ENGAGEMENT

- During the currency of this agreement the parties, should the Company's needs require, develop a set of conditions relating to the use and entitlements for weekly employees.
- Casual employees shall be engaged for the following minimum number of hours (to be worked consecutively):

Live entertainment	3 hours
Corporate Launches, Social Functions	2 hours
Sporting Fixtures all other occasions	4 hours
- Should, as a change in arrangements beyond the Company's control, an employee not be given more than 4 hours advice of a shortening or cancellation of a roster, the employee shall be paid for half of the appropriate minimum engagement, specified in (b) above.
- Shifts / engagements once commenced shall not be shortened so as to disadvantage employees financially,
- Where practicable, employees should be advised of the intention to engage them and the number of hours involved in the engagement, five clear days in advance.
- The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, provided that such duties are not designed to promote de-skilling.
- Despite any other provision of this agreement, the Company is not required to pay wages to any employee for any day on which that employee cannot be usefully employed because of:
 - Any strike;
 - Any breakdown of machinery; or
 - Any stoppage of work for which the Company is not responsible.

10) MEAL BREAKS AND ALLOWANCES

- All casual employees who work for more than five consecutive hours will be entitled to an unpaid meal break of 30 minutes duration, a maximum of 15 minutes of which has been allowed for movement to and from the lunch room, to be taken according to the needs of the operation before six hours have elapsed. However, an employee who works a shift of less than eight hours may elect not to take the meal break.

After each subsequent four-hour period from the time of the first entitlement the employee will be given a further meal break under similar conditions.
- Employees who are required to work through a meal break will be paid at the rate of double time for the period when the meal break would have been taken.

11) PAYMENTS OF WAGES

- a) All moneys payable to employees will be paid on Thursday of each week by electronic funds transfer, into an account of the employees' nomination.
- b) For each pay period the employee will be supplied with a written statement showing how the pay has been made up and including details of any deductions.

12) FIRST-AID ALLOWANCE AND LAUNDRY ALLOWANCE

- a) An employee who holds an appropriate first-aid certificate and who is appointed by the Company to perform first-aid duties, in addition to ordinary work, will be paid an allowance per day as set out in Item of Table 2 - Other Rates and Allowances, of Part b, Monetary Rates, in addition to the wage rate as set out in Table 1 - Rates of Pay, of the said Part B
- b) Where an employee is provided by the Company with a full Company uniform (including as a minimum, trousers and a shirt) and is required by the Company to maintain that uniform, the Company shall pay to the employee an allowance per day as set out in Item 2 of Table 2 - Other Rates and Allowances, of Part b, Monetary Rates, in addition to the wage rates as set out in Table 1 - Rates of Pay, of said Part B.

13) AMENITIES

The Company where practicable will provide or arrange to provide facilities for employees to change clothing and a suitable facility for meals, equipped with food heating and tea making facilities.



14) DISCIPLINARY PROCEDURE

- a) Warnings may be issued by the supervisor of the employee concerned when, in the supervisor's opinion, the employee's behaviour is deemed unacceptable. A written warning should only be issued after the employee has been warned verbally on previous occasions, unless the offence is of a particularly serious nature.
- b) The establishment of a warning system will not preclude the right of the Company to dismiss an employee without the issue of a written warning.
- c) The basis of the three-warning system is as follows:
 - i) An employee whose conduct is deemed unsatisfactory by the supervisor may be given a first written warning.
 - ii) Should no improvement be forthcoming, then a second warning may be issued.
 - iii) A third, or final, warning can be issued if there has been no improvement. If no improvement occurs after the issuing of a final warning then the employee is liable to dismissal.
 - iv) Each warning will remain in force, individually, for two years. An employee issued with a second or final warning will revert back to a first or second warning respectively after the expiration of two years. This allows an employee to improve behaviour.
 - v) All written warnings are to be given in the presence of the employee's nominated representative, if the employee so desires.

15) INCOME PROTECTION PLAN

Employees who are members of the union to whom this award applies shall be covered by the Sickness and Accident Income Protection Plan approved and endorsed by the Australian Workers' Union (provided by Kanosei Solutions Pty Ltd ACN068 028 336). It is a term of this award that the employer will bear the costs of a daily premium of 21 cents per employee per day worked to cover employees, who are members of the union, up to an income of \$150 per week, for each week worked, or such additional amount that maybe needed to provide for this level of coverage, required by the insurer.

This clause relates only to regular casuals, being persons engaged for an average of two or more shifts per month over a twelve month period January 1st to December 31st.

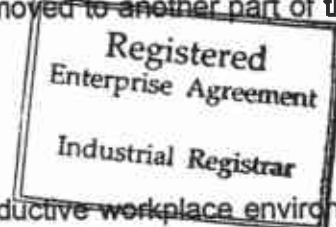
16) MULTI - HIRING

Employees may be separately engaged as casual employee (whether they hold weekly positions or not) for duties in a separate section of the Companies' operations covered by this agreement from that in which the employee engages in their employment. For the purpose of this clause a "section" shall mean a discrete work location other than the employees' usual work location, or alternatively, may mean a discrete set of duties other than the employees usual duties, provided such duties are not wholly or substantially performed in the employees usual work location, and shall not apply to work where overtime would normally be performed.

The arrangements enter into under this clause shall be mutually agreed and recorded in writing at the time.

17) DISPUTES PROCEDURE

- a) The following procedure will be followed in dealing with any dispute arising out of the operation of this agreement or any matter relating to the employment of personnel covered by this agreement:
 - i) The employee or employees concerned will discuss the matter with the immediate supervisor or appropriate manager in the presence of the union delegate if the employee(s) so wish(es).
 - ii) If the matter is not resolved, it will be brought to the attention of the Project Manager who will attempt to settle the matter by consultation.
 - iii) If the matter remains unresolved, and the employee so wishes, the Secretary of the Australian Workers Union, New South Wales Branch (or the Secretary's representative) will be advised, and further discussions will be held in an attempt to settle the matter.
 - iv) If the above steps are unsuccessful, the matter will be referred to the Industrial Relations Commission of New South Wales for resolution.
 - v) While the above procedures are being followed, all work will continue normally. If there is a bona fide risk to the safety of employees they will be moved to another part of the work place where there is no risk.



18) ROLE OF THE UNION

a) Union Commitment

The union commits itself to promote a harmonious and productive workplace 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 procedure will be implemented:

- i) Attendance at the work site.
Properly accredited officials of the union shall have the right, subject to security arrangements, to enter the work site to observe the performance of work and to talk to employees.
- ii) Union / Company co-operation.
To facilitate union membership, the Company will:
 - (1) Provide payroll deduction services for union fees. Such fees shall be remitted to the union on a monthly/fortnightly basis with enough information supplied to enable the union to carry out a reconciliation;
 - (2) Supply all employees with an application form to join the union at the same time as employees are provided with their taxation declaration form. The Company will encourage each employee to return the form before the employee's first pay;
 - (3) Provide the union with access to talk to all new employees at all induction or appropriate training courses. In this regard the Company 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;

- (4) Ensure that all supervisors are trained in the provisions of enterprise agreement and the employer's policy on union membership;
 - (5) Notwithstanding the above, where an employee indicates they have an objection to joining the union, the Company 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.
- iii) Role of the union delegate
- (1) For the purpose of the union conducting their business on a day to day basis, the Company will recognise duly elected/appointed union delegates.
 - (2) Union delegates will be allowed reasonable time during working hours to interview the Company of the Company's representatives on matters affecting employees.
 - (3) Union delegates will be allowed reasonable time during working hours to discuss with individual union members any matters pertaining to their work.
 - (4) Union delegates will be allowed to meet with their union official(s) to discuss issues which may need to be progressed either in a consultative committee or via the dispute settling procedure. Such meetings whilst in paid time will be determined following consultation with the employer.
- iv) Payment of union dues.
- At the written request of the employee, the Company will deduct union membership fees from the pay of an employee to be forwarded to the union on a monthly basis.
- v) For the purpose of interviewing employees on legitimate Union business, a duly accredited representative of the Union shall have the right to enter employers' premises during the mid shift meal break on the following conditions:
- (1) That he or she produces his / her authority to the Company's nominee(s);
 - (2) That he or she interviews employees at places where they are taking their meal or at such other place as is mutually agreed;
 - (3) That if any of the Company's nominees alleges that a representative is unduly interfering with his work or is creating dissatisfaction amongst his employees or is offensive in his methods or is committing a breach of any of the previous conditions, such employer may refuse the right of entry but the representative shall have the right to bring such refusal before the Commission.

Provided that where certain employees are working under a system of shift work which precludes a representative from interviewing them during the mid day meal break, the representative shall have the right to enter the employer's premises for the purpose of interviewing such employees at such time and under such conditions as to notice as may be mutually arranged by the representative and the trust or failing agreement at such times and under such conditions as the Commission may decide.

vi) Investigating Complains

For the purpose of investigating complains concerning the application of this Agreement a duly accredited union representative shall be afforded reasonable facilities for entering an employer's workshop or plant during working hours, subject to the following conditions:

- (1) That he or she discloses to the Company's nominees the complaint which he desires to investigate;



- (2) That he makes his investigations in the presence to the Company's Nominees;
- (3) That he or she does not interfere with work proceeding in the workshop or plant;
- (4) That he or she conducts himself properly.

19) SIGNATURES

For and on behalf of the Australian Workers Union New South Wales

R. K. Bellon

This *3rd* day of *August* 1998.

For and on behalf of the company

[Signature]

This day of 1998.



PART B

MONETARY RATES

Table 1 - Rates of Pay

SKILL LEVEL	COLUMN A RATE PER HOUR \$	COLUMN B RATE PER HOUR \$
1	13.25	13.90
2	13.85	14.55
3	14.65	15.40
4	15.50	16.30
5	16.55	17.40
6	18.85	19.80
7	23.50	24.70
8	28.00	29.40

Table 2 - Other Rates and Allowances

Item No	Clause No:	Brief Description	Amount \$
1	12	First-aid Allowance	2.20 per day
2	12	Laundry Allowance	2.30 per day

