

ENTERPRISE AGREEMENT

NO: E.A. 143 /1995

DATE REGISTERED: 26-4-95

PRICE: \$ 16 - 00

MILDSONG ENTERPRISE AGREEMENT

1 Title

1.1 This agreement shall be known as the Mildsong Enterprise Agreement ('the Agreement').

2. Arrangement

2.1 This Agreement is set out in the following manner.

<u>Clause No.</u>	<u>Subject Matter</u>
1.	Title
2.	Arrangement
3.	Parties Bound and Enterprise Covered
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6.	Contract of Employment
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8.	Hours of Employment
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10.	Public Holidays
11.	Meal Breaks and Refreshments
12.	Sick Leave
13.	Disputes and Grievances Procedure
14.	No Duress
15.	Signatures

3. Parties Bound and Enterprise Covered

3.1 This Agreement is between Mildsong Pty. Ltd., ACN No. 065 909391, on the one part (the 'Employer') and the employees of the enterprise described in Clause 3.3 (the 'Employees').

3.2 The enterprise to which this Agreement relates is Mildsong, 38 Church St, Newcastle, N.S.W. 2300, which provides hotel and liquor store employment services at the following sites, 150 Wharf Rd, Newcastle, N.S.W. 2300 and 301 Mann St, Gosford, N.S.W. 2250.

3.3 This Agreement covers all employees otherwise covered in the trades and/or occupations of Shop Assistant of the Shop Employees (State) Award, Clerk, Grade 5 of the Clerks (State) Award, Cleaner of the Miscellaneous Workers - General Services (State) Award, Security Officer of the Security Industry (State) Award, Qualified Cook, Cellarman, Bar Attendant and Waiter/Waitress of the Hotel Employees (State) Award.

T. Swift
M. Manuana
Ray White
W. Williams
W. Williams
W. Williams
W. Williams

4. Operation

- 4.1 This Agreement shall operate from the date of registration (which is noted as day of 199) and shall remain in force for 3 years from the said date of registration.

5. Scope of Coverage

- 5.1 The Agreement regulates totally the terms and conditions of employment for adult and/or junior employees as applicable for the trades and occupations described in Clause 3.3 instead of the Shop Employees (State) Award, the Clerks (State) Award, the Miscellaneous Workers - General Services (State) Award, Security Industry (State) Award and the Hotel Employees (State) Award. To the extent of any inconsistency between the award and the Agreement, the Agreement shall prevail.
- 5.2 Nothing in this Agreement limits the application to an employee bound of any conditions that apply under any Act irrespective of its conditions, such as parental leave, annual leave, long service leave, jury service, superannuation, worker's compensation.

6. Contract of Employment

Employees shall be engaged on the following basis:

6.1 Employed by the week.

6.1.1 Full-time - employees engaged to work 38 or more ordinary hours in a week.

6.1.2 Part-time - employees regularly engaged to work less than 38 ordinary hours in a week.

6.1.3 Employment may be terminated during the first 6 months of employment (on probation) by one days notice, and thereafter (following confirmation) by one weeks notice on either side or where applicable, by payment or forfeiture of ordinary hours pay of one week in lieu of notice.

6.2 Employed by the hour.

6.2.1 Casual employees - an employee engaged as such to work less then 38 ordinary hours in a week on the class of employment for which the casual is employed.

6.3 Payment shall be at least once each fortnight (or on such other basis as may be agreed between the Employer and the Employee.

6.4 Nothing in the Agreement shall affect the right of the Employer to dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty or misconduct.

7. Minimum Rates of Wages for Ordinary Hours

7.1 The minimum rates of pay for each weekly employee shall be fixed at the appropriate rate as follows:

Level 1 Starting Rate

Employees 21 years of age and over can be paid a rate for work during ordinary hours not less than the hourly rate of **\$9.00 p.h.**
Starting Rate shall mean employees principally engaged as Qualified Cooks, Cellarmen, Bar Attendants and Waiters/Waitresses.

Employees under 21 years of age shall be paid a rate for work during ordinary hours as follows:

At 18 and under	\$6.30 p.h.
19	\$7.70 p.h.
20	\$8.60 p.h.

Level 2 Fully Competent

Employees 21 years of age and over shall be paid a rate for work during ordinary hours not less than the hourly rate of **\$10.60 p.h.**
Fully Competent shall mean employees principally engaged as Cleaners, Clerks, Shop Assistants and Security Officers, as well as Level 1 employees who can perform all their tasks at a high level of proficiency.

Employees under 21 years of age, principally employed as Clerks or Shop Assistants shall be paid a rate for work during ordinary hours as follows:

Under 16	\$4.20 p.h.
At 16	\$5.20 p.h.
17	\$6.20 p.h.
18	\$7.30 p.h.
19	\$8.30 p.h.
20	\$9.30 p.h.

Level 3 Senior

Employees 21 years of age and over shall be paid a rate for work during ordinary hours not less than the hourly rate of **\$12.00 p.h.**
Senior shall mean employees with all the skills of Levels 1 and 2 and who can fulfill the tasks of a senior employee.

7.2 The minimum rates of pay for ordinary hours for each casual employee shall be as follows:

Employees principally engaged as Qualified Cooks,
Cellarmen, Bar Attendants and Waiters/Waitresses \$12.50 p.h.

Employees principally engaged as Cleaners
and Security Officers \$12.00 p.h.

Employees principally engaged as Shop Assistants and/or Clerks

At 21 years of age and above	\$12.00 p.h.
At 20 years of age	\$10.70 p.h.
At 19	\$9.50 p.h.
At 18	\$8.40 p.h.
At 17	\$7.20 p.h.
At 16	\$6.00 p.h.
Under 16 years of age	\$4.80 p.h.

7.3 The employer, having regard to the skills, responsibilities and merit of an employee, may agree with an individual employee by separate contract to pay a rate in excess of the rates in Clauses 7.1 and 7.2.

8. Ordinary Hours of Employment

8.1 Ordinary hours of employment shall be by agreement from time to time a maximum average of 38 hours per week, not more than 8 hours per day, Monday to Friday.

8.1.1. Rosters for ordinary hours will be advised at least 14 days in advance.

8.2 Wherever reasonably possible work shall be arranged so that an employee shall have at least 10 consecutive hours off duty between work on successive days.

9. Overtime

9.1 Employees who work in addition to ordinary hours shall do so by agreement, from time to time and at the same rate or at an agreed rate higher than the rate which would ordinarily apply for ordinary hours in this Agreement.

9.2 An overtime meal allowance can be paid at the discretion of the employer.

9.3 To ensure that weekly employees are not deprived of the opportunity to work reasonable overtime, the employer shall so far as is practicable offer such employees the opportunity to work any overtime that may be required to meet fluctuations in trade or special circumstances, in preference to engaging casuals to supplement the normal labour force.

10. Public Holidays

- 10.1 Employees can, by agreement, work ordinary hours on any days appointed as Public Holidays throughout the State.
- 10.2 Where an employee would have been entitled to payment for not working ordinary hours on a Public Holiday, had an award applied, payment will be according to Clauses 7 and 8 of this Agreement.

11. Meal Breaks and Refreshments

- 11.1 Non-paid meal breaks shall be as arranged between the Employer and the employee.
- 11.2 During any shift of eight hours or more, employees shall be allowed opportunities for a paid refreshment break or breaks of no more than thirty minutes duration in aggregate and not less than five minutes for any one break. Employees on shifts of less than 8 (eight) and more than 5 hours shall be allowed opportunities for paid refreshment breaks of no more than 15 minutes duration in aggregate. Such breaks shall be arranged in such a manner as not to interfere with the continuous running of the establishment.

12. Sick Leave

- 12.1 An employee who is unable to attend or remain at his/her place of employment by reason of personal illness or personal incapacity not due to the Employee's wilful misconduct, shall be entitled to one (1) week of absence paid at the appropriate ordinary hourly rate for the first and each subsequent year of employment. Such days if not taken shall not accumulate from year to year under this agreement.
- 12.2 Provided that the employee complies with the following conditions:
- 12.2.1 The employee shall, where practicable, advise the employer of his/her inability to attend for work on the morning of the absence and as far as possible the nature of the illness and the estimated period of absence; and
- 12.2.2 If so required by the employer, the employee shall produce a medical certificate or other satisfactory evidence to prove the employee's inability to attend for duty on the days in respect of which sick leave is claimed.
- 12.2.3 The foregoing provisions are not intended to limit the Employer dealing with particular cases on a more generous basis.

13. Disputes and Grievances Procedure

13.1 All disputes or grievances arising within the enterprise shall as far as practical be resolved through consultation among all of the parties within the enterprise. Accordingly the following procedure shall be followed:

13.1.1 initially the staff member shall discuss any grievance, dispute or claim with a senior employee.

13.1.2 where there is no satisfactory resolution arising from discussions between the employee and his/her supervisor they may agree to involve other employees on a confidential and informal basis.

13.1.3 where there is no satisfactory resolution through informal discussions among nominated employees the aggrieved employee may seek to discuss the matter with the employer.

13.1.4 should the matter involve interpretation of this Agreement the employee and the employer may agree on the involvement of an impartial third party from outside the organisation who can assist them reach a mutually acceptable outcome.

13.2 If not settled the parties may request the matter to be taken up through the due processes with the Industrial Relations Commission.

14. No Duress.

14.1 The Mildsong Enterprise Agreement was not entered into under duress by any of the following persons who are expressed to be party to it.

15. Signatures

- 15.1 The common seal of Mildsong Pty Ltd, A.C.N. No. 065 909 391, was hereunto affixed by authority of the Directors thereof and in accordance with the Company's Articles of Association in the presence of:



- 15.2 The signatures of the employees are as follows:

Name	Residential Address and Telephone Number	Signature
Robert Wright	49 Mounter st Mayfield 2304	<i>Robert Wright</i>
Ian Burn	15 Zoara St Newcastle 2300	<i>I. Burn</i>
Tyron Burford	2 Highland close Charlstown, 2290	<i>T. Burford</i>
Michelle Webber	35 Gow st Broadmeadow 2292	<i>M. Webber</i>
Luisa Parmenter	11 Enterprise dr Warners Bay 2282	<i>L. Parmenter</i>
Craig Duncan	3/26 William st North Richmond 2754	<i>C. Duncan</i>
Soanne McNamara	1/18 Arnold St Charlstown 2290	<i>S. McNamara</i>
Kerny Nichleson	26 Memorial dr Bar Beach, 2300	<i>Kerny Nichleson</i>
Nicola Smith	19 Dalton st Wyoming 2250	<i>N. Smith</i>