

ENTERPRISE AGREEMENT

NO: E.A. 216 /1995

DATE REGISTERED: 28-6-95

PRICE: \$ 16 - 00

NATIONAL ENTERTAINMENT SERVICES.

ENTERPRISE AGREEMENT.

18 MAY 1995.

1. TITLE.

This agreement shall be known as the National Entertainment Services Enterprise Agreement (and is hereafter referred to as "the agreement".

2. ARRANGEMENT.

This agreement is set out in the following manner.

Clause No.	Subject Matter.
1.	Title
2.	Arrangement
3.	Parties bound and enterprise covered.
4.	Operation
5.	Scope of coverage
6.	Contract of employment
7.	Minimum rates of wages for ordinary hrs
8.	Ordinary hours of employment
9.	Overtime
10.	Public holidays
11.	Meal breaks and refreshments
12.	Leave.
13.	Sick leave
14.	Disputes and grievances procedures
15.	No duress
16.	Signatures

3 PARTIES BOUND AND ENTERPRISE COVERED.

3.1 This agreement is between National Entertainment Services Pty Ltd, ACN 069042404 on the one part (the employer) and the staff of the enterprise in the following trades and occupations: Security Officer Grade 1 and 2, Bar Attendant, Bar Useful/Cleaner, Door Attendant/ Usher, Parking Attendant.

3.2 The enterprise to which this agreement relates is known as National Entertainment Services at 20 Kirkloch Close Elermore Vale N.S.W. 2287, which provides contract services to the entertainment industry by rotating employees between various client sites which are named in the attached schedule.

[Handwritten signatures and initials]
SR MA
MW
MM
[Signature]

4. OPERATION.

This agreement shall take effect from the date of registration and remain in force for a period of three years.

5. SCOPE OF COVERAGE.

5.1. This agreement regulates totally the terms and conditions of employment for the trades and occupations named in clause 3.1 which were previously regulated by the Security Industry State Award, Miscellaneous Workers Security Industry wages (State) award, Hotel Employees (State) award, Miscellaneous General service (State) award, Parking Attendants (State) award, Theatrical Employees Recreation and Leisure industry (State) award, Restaurant and employees (State) award.

6. CONTRACT OF EMPLOYMENT.

Employees shall be engaged on the following basis;

Weekly Employees.

Full time employees engaged to work a maximum of 38 ordinary hrs on average per week.

Part Time Employees.

Employees regularly engaged to work less than 38 ordinary hrs per week.

Casual Employees.

Casual employees are engaged and paid by the hour. Such engagement shall not exceed 38 ordinary hrs per week

Payment shall be made at least once a fortnight (or on such basis as may be agreed between the employer and the employee).

7. RATES OF WAGES.

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

SECURITY OFFICER.	\$13.00 p.h.
BAR ATTENDANT.	\$13.00 p.h.
BAR USEFUL / CLEANER	\$12.50 p.h.
DOOR ATTENDANT / USHER	\$12.50 p.h.
PARKING ATTENDANT.	\$12.50 p.h.

Handwritten signatures and initials at the bottom of the page, including 'PB', 'SR', 'JA', 'de', 'MM', '13', and 'JF'.

The employer may pay employees in excess of the rate prescribed in this agreement.

The wage rates in this clause include the casual employees entitlement to pro rata annual leave of 1/12th of ordinary earnings.

8. ORDINARY HOURS OF WORK.

Ordinary hours of work shall not exceed 38 hours per week averaged over 52 weeks, Monday to Sunday and not be more than 8 hours per day.

9. OVERTIME.

Employees who work in addition to ordinary hours shall do so by agreement from time to time and shall be paid at the same rate as the rate which would ordinarily apply for ordinary hours in this agreement.

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

10. PUBLIC HOLIDAYS.

The following days shall be observed as holidays. New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day, and any other gazetted as a public holiday within the area covered by the agreement, provided that any day proclaimed as a holiday for the State for a special purpose, but observed throughout the State on different days, also shall be a holiday.

All work performed on a Public Holiday by an employee, as required by the employer shall be paid at the ordinary hourly rate.

11. MEAL BREAKS AND REFRESHMENTS.

Non paid meal breaks shall be as arranged between the employer and the employee.

12. LEAVE.

Annual leave will be according to provisions of the Annual Holidays Act 1944.

Long service leave. - As per the long service leave Act 1955.

Parental Leave. - As per the Industrial Relations Act 1991.

Jury Service. Employees required to attend for jury service during ordinary hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of attendance for such jury service the amount of the wage the employee would have received in respect of the ordinary time that would have been worked had the employee not been on jury service. An employee will be required to produce proof of jury service fees received and proof of requirement to attend jury service to the employer as soon as is practicable after receiving notification to attend for jury service.

Superannuation. All employees will be entitled to Occupational Superannuation in accordance with the relevant legislation.

Workers Compensation. All employees subject to this agreement will be entitled to workers compensation in accordance with the N.S.W. Workers Compensation Act 1987

13. SICK LEAVE.

13.1 A weekly employee who is unable to attend or remain at his/her place of employment by reason of personal illness or personal incapacity 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.

13.2. Provided that the employee complies with the following conditions.

13.2.1. 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

13.2.2. If so required by the employer, the employee shall produce a medical certificate or other satisfactory evidence to prove the employees inability to attend for duty on the days in respect of which sick leave is claimed.

13.2.3. The foregoing provisions are not intended to limit the employer dealing with particular cases on a more generous basis.

13.3. Sick leave not taken shall not accumulate from year to year.

14. DISPUTES AND GRIEVANCES PROCEDURE.

14.1. All disputes and grievances arising within the enterprise shall as far as practicable be resolved through consultation among all of the parties within the enterprise. Accordingly the following procedure shall be followed.

Handwritten signatures and initials at the bottom of the page, including initials like 'B', 'JA', 'SK', 'A7B', and others.

14.1.1. Initially the staff member shall discuss any grievance, dispute or claim with the immediate supervisor.

14.1.2. 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 basis from any level or section of the enterprise.

14.1.3. Where there is no satisfactory resolution through informal discussions among nominated employees the aggrieved employee may after informing his supervisor take the matter for resolution to a proprietor of the enterprise.

14.1.4. Should the matter involve interpretation of this agreement the employee and proprietor may agree on the involvement of an impartial third party from outside the organisation who can assist them reach a mutually acceptable outcome.

14.2. If not settled the parties may request the matter to be taken up through the due process with the Industrial Relations Commission of New South Wales.

15. NO DURESS.

15.1. The National Entertainment Services Enterprise Agreement was not entered into under duress by any of the following persons who are expressed to be party to it.

MB
[Signature]

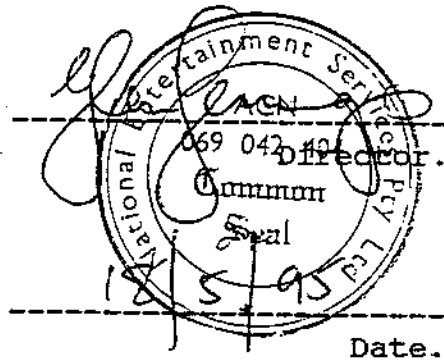
MB
[Signature] MH SR
[Signature] [Signature] JA
[Signature] [Signature]

MA

JR

16. SIGNATURES.

16.1. The common seal of National Entertainment Services Pty Ltd A.C.N. 069042404 was hereunto affixed by authority of the directors thereof and in accordance with the Companys Articles of Association in the presence of:

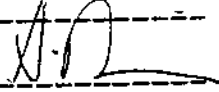
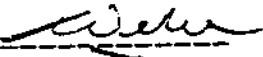
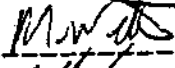
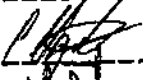





Date.

16.2. The signatures of the employees are as follows.

NAME	RESIDENTIAL ADDRESS	SIGNATURE
Brett Arrowsmith	9 Tinglewood Cl. Tingira Heights.	<i>[Signature]</i>
Helen Vilisoni	39 Grinsell St New Lambton.	<i>[Signature]</i>
Mark Huff	20 Birubi Cl Eleebana	<i>[Signature]</i>
Sally Adamson	9 Tinglewood Cl Tingira Hts	<i>[Signature]</i>
Talavini Misi	89 Lachlan Rd Cardiff	<i>[Signature]</i>
David Earl	215 St James Rd New Lambton	<i>[Signature]</i>
Darren Cook	12 Tarook St Marylands	<i>[Signature]</i>
Peter Butler	40 Crown St Belmont	<i>[Signature]</i>
Jason Aie	3/50 Wilton St Merewether	<i>[Signature]</i>
Stuart Saunders	20 Lowry St Cardiff	<i>[Signature]</i>
Patrick Kennedy	4/36 Nesca Pde Newcastle	<i>[Signature]</i>

16.2 cont.

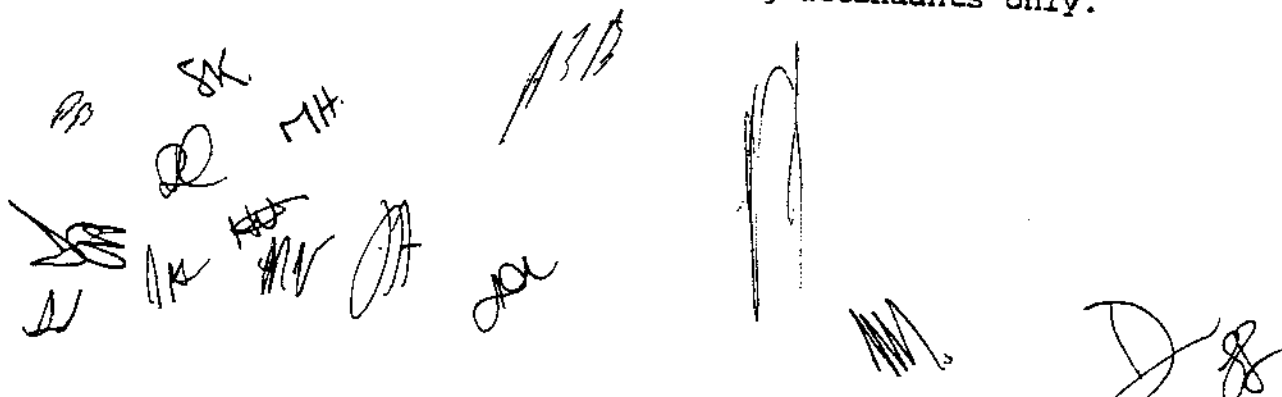
NAME	RESIDENTIAL ADDRESS	SIGNATURE.
Stuart Keir	2/3 Hall St Merwether	
Daniel Mertens	2/3 Hall St Merwether	Signature
James Welch	2/54 Railway St Merwether	
Matthew Watts	18 Timmins St Birmingham Gdns	
Colin Hindle	18 Timmins St Birmingham Gdns	
Kim Wilson	70 Church St Newcastle	
Joseph Matthews	30 Gwydir St New Lambton	
Ben Matthews	30 Gwydir St New Lambton	

3.2 SCHEDULE OF CLIENTS.

Queens Wharf Brewery. Wharf Rd Newcastle.
 Belmont 16 FT Sailing Club. The Parade Belmont.
 Western Suburbs Leagues Club. Hobart Rd New Lambton.
 Kent Hotel Beaumont St Hamilton.
 S.j,S on Beaumont. Beaumont St Hamilton.
 Studios Nite Club. Watt St Newcastle.
 Newcastle Tattersalls Club. Watt St Newcastle.
 Newcastle workers Club. King ST Newcastle.
 Newcastle Jockey Club. Chattham Rd Broadmeadow.
 Broadmeadow Race Course. Chattham Rd Broadmeadow.
 Newcastle Entertainment Centre. Brown Rd Broadmeadow.
 Newcastle Showgrounds. Brown Rd Broadmeadow.
 Kurri Workers Club.Lang st Kurri.
 Winsor castle Hotel. Lawes St East Maitland.
 Marathon Stadium. Turton Rd Waratah.
 Newcastle No.1 and No.2. Sportsgrounds. Parry St
 Newcastle.
 McDonalds Restaurants.King St Newcastle.
 Redhead Bowling Club. Burns St Redhead.
 Muree Golf Club. Walker Cres Raymond Terrace.
 Nelson Bay golf Club. Dowling st Nelson Bay.
 Empire Hotel. Hunter ST Newcastle.
 Central Charlestown Leagues Club. Bula St Charlestown.
 Newcastle Town Hall. King St Newcastle.
 Valley Brewwry. Ken Tubman Dve Maitland.
 Harker Oval Hobart Rd New Lambton.
 Tilligerry sports club. lemon tree passage rd Tilligerry.
 Grand Hotel. Church St Newcastle.
 South Newcastle Leagues Club. Llewellyn St Merewether.
 Newcastle Leagues Club. National Park St Newcastle.
 Scratchleys. wharf RD Newcastle.
 Postmasters Restaurant. Wharf Rd Newcastle.
 Newcastle University Union. Newcastle Campus.
 West Wallsend Workers Club. Main Rd West Wallsend.
 Bi.lo Kelton St Cardiff.
 Bi.lo Marketown Newcastle.
 Eastern Creek Raceway. Eastern Creek.
 Sydney Football Stadium.
 Sydney Cricket Ground.
 Parramatta Stadium.

In reference to Registered Club the provision of personell is as follows.

Casual Security Officers and Parking attendants only.


 A collection of handwritten initials and signatures, including 'SK', 'MH', 'ASB', 'JL', 'MM', and 'DS'.