

**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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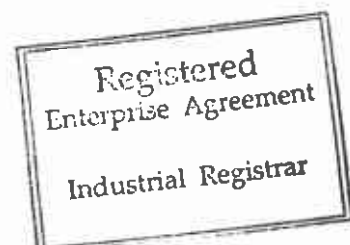
3. SCOPE & PERSONS BOUND

- 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.

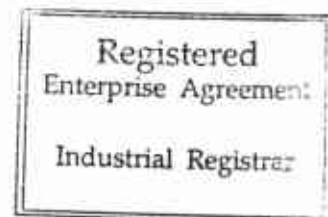
5. DEFINITIONS



- 5.1 The "Employer" means Eurest (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;



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

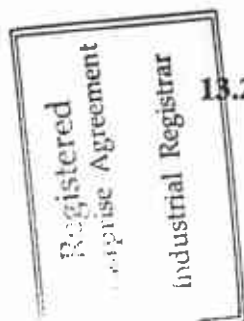
Employees will be classified in relation to the competencies and skills currently possessed which have been gained through training both on the job and off the job, through experience gained on the job and through the recognition of the employer of prior learning. In determining competencies and skills 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.

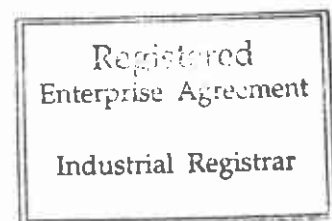
16. PAYMENT OF WAGES

- 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.

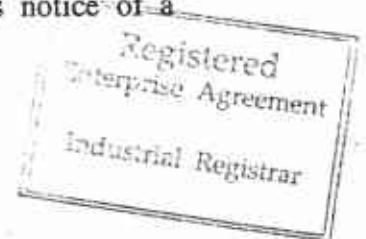
23.3.5 Casuals will be given 7 days notice of hours to be worked wherever possible but in any event, not less than 72 hours. However, in extraordinary circumstances such as the cancellation of an event half way through it, the employer may provide less than 48 hours notice of a change in roster.

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 Euresst 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:

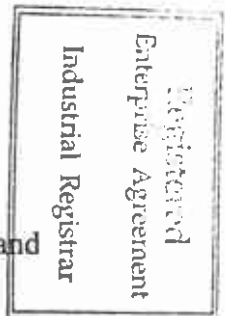
25.2.1 Agencies will be expected to pay their staff the minimum wages and conditions as per this agreement.

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.

