

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/240

TITLE: Tooheys Pty Limited Enterprise Agreement 2001

I.R.C. NO: IRC01/4586

DATE APPROVED/COMMENCEMENT: 13 July 2001/9 July 2001

TERM: 14 Months

**NEW AGREEMENT OR
VARIATION: New. Replaces EA92/2**

GAZETTAL REFERENCE: 31 August 2001

DATE TERMINATED:

NUMBER OF PAGES: 2

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all permanent employees employed by Tooheys Pty Ltd at the Auburn Brewery Site

PARTIES: Tooheys Pty Limited -&- Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch



SCHEDULE 'A'

ALHMWU and Tooheys Pty Limited Enterprise Agreement 2001

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

IRC No. EA of 2001

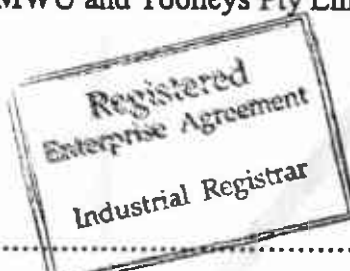
Application by the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, an Industrial Organisation of Employees

1. TITLE

This Award shall be known as ALHMWU and Tooheys Pty Limited Enterprise Agreement 2001.

2. ARRANGEMENT

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3. DEFINITIONS

- 3.1 "Employer" shall mean Tooheys Pty Limited;
- 3.2 "Union" shall mean the Liquor and Hospitality Division of the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch ("the Union");
- 3.3 "Employee" shall mean an employee who carries out any work in accordance with the provisions of the *Tooheys Limited (Auburn Brewery) Enterprise Award 2000*.

4. SICK LEAVE PAYOUT

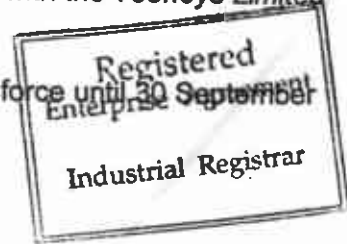
- 4.1 Unused sick leave may be accumulated without limit, but if you have accrued 18 days sick leave you may on your next anniversary of employment elect to be paid the value of sick leave credit in excess of 18 days, up to a maximum of nine days, which will be deducted from your accumulated sick leave. (A day means 7.78 hours.)
- 4.2 Any credit payment for unused sick leave will be paid at base award rates outlined in Schedule B of the *Tooheys Limited (Auburn Brewery) Enterprise Award 2000*.

5. AREA, INCIDENCE AND DURATION


5.1 This Enterprise Agreement shall be read in conjunction with the *Tooheys Limited (Auburn Brewery) Enterprise Award 2000*.

5.2 It shall take effect from 9 July 2001 and shall remain in force until 30 September 2002.

5.3 This Enterprise Agreement was signed on 9 July 2001.




TOOHEYS LIMITED



RUSSELL FARKKA

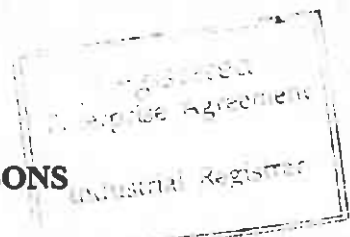
AUSTRALIAN LIQUOR HOSPITALITY,
AND MISCELLANEOUS WORKERS UNION
LIQUOR AND HOSPITALITY DIVISION
NEW SOUTH WALES BRANCH



John Boney

SCHEDULE 'B'

GROUNDS AND REASONS



1. The parties seek to make an enterprise agreement negotiated between the parties which will replace some terms and conditions of its employees where their terms would be governed by the *Tooheys Limited (Auburn Brewery) Enterprise Award 2000*.
2. This enterprise agreement will cover employees of the respondent engaged as permanent employees engaged at either the Auburn Brewery site.
3. The enterprise agreement introduces a sick leave pay out system which has been part of the employees terms and conditions for many years.
4. At the time of the making of this enterprise agreement no member of staff proposed to be covered by the agreement will suffer a reduction of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this agreement.
5. The proposed enterprise agreement conforms with the State Wage Case Principles and complies with the objects and provisions of the *Industrial Relations Act 1996*, including s19 Review of Awards every three years and s23 Equal Remuneration and other conditions.
6. The parties consent to the proposed enterprise agreement application.
7. The proposed enterprise agreement is not contrary to the public interest.
8. Such other grounds and reasons as the Industrial Relations Commission of New South Wales considers just and appropriate.