

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/88

TITLE: AWU-Eurest Australia Pty Ltd Steelworks Canteens Enterprise Agreement 2003

I.R.C. NO: IRC3/4375

DATE APPROVED/COMMENCEMENT: Approved 27 August 2003/Commenced 1 April 2003

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/284

GAZETTAL REFERENCE: 21 May 2004

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of Eurest Australia(Support Services) Pty Ltd who are engaged in and around the steelworks canteens at the BHO Site, Port Kembla as Introductory and Levels 1-5 Food Services Operators and who fall within the coverage of the Canteen, &c., Workers (State) Award

PARTIES: Eurest Australia (Support Services) Pty Ltd -&- The Australian Workers' Union, New South Wales

AWU AND EUREST STEEL WORKS CANTEEN ENTERPRISE AGREEMENT 2003

1. Title

1.1 This Agreement will be referred to as the 'AWU-EUREST AUSTRALIA PTY LTD Steelworks Canteens Enterprise Agreement 2003

2. Parties to the Agreement

2.1 The parties to the agreement are: The Australian Workers Union, Port Kembla South Coast and Southern Highlands Branch (The Union) of 325 Crown St. Wollongong on behalf of the employees covered by the Agreement and Eurest Australia (Support Services) Pty Ltd (The Company) of Five Island Rd Port Kembla.

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4. Status and Scope

- 4.1 This Agreement shall apply to all employees of the Company engaged in and around the Steelworks Canteens at the BHP Site, Port Kembla and whose classifications are contained in this Agreement.
- 4.2 Where any inconsistency exists between this Agreement and the provisions of the Canteen &c. Workers (State) Award then this Agreement shall apply.

5. Duration

- 5.1 This Agreement shall commence operation on 1 April 2003 and shall operate for a period of two (2) years thereafter.

6. No Extra Claims

- 6.1 No claims will be made by either party during the life of this Agreement. In particular there shall be no claim for any wage or other monetary increase during the life of this Agreement.
- 6.2 This agreement will not be used as a precedent by any party in any tribunal or Industrial Commission or in negotiations with any other division or part of the company.

7. Intention

- 7.1 The parties to this agreement acknowledge that good employee relations are central to the effective and efficient operation of the business and thereby providing the workforce with fair and equitable rates of pay, stability of income and employment, whilst providing customers with high levels of customer service.
- 7.2 It will be the objective of the parties to create a work environment at the Company's operation of the BHP Steel Port Kembla on-site canteens which will encourage and support the development of a multi-skilled work force, where team work and employee development are priorities in achieving the businesses objectives.

8. Consultative Committee

- 8.1 The Company, the union and the employees will have a Consultative Committee to meet, discuss and attempt to resolve any local issues which may arise. The Committee will have representatives all business sectors and will meet at least once a month. All employee representatives will be paid for participating in these meetings. A Union delegate will be a member.

9. Dispute Settling Procedure

- 9.1 In the event of a dispute arising in the workplace the procedure to be followed to resolve the matter will be in accordance with the following steps which will enable the parties to attempt to resolve the issue within a maximum period of 7 days.

- Step 1 The employee and their supervisor meeting and conferring on the matter; and
- Step 2 If the matter is not resolved at such a meeting, the parties shall arrange for further discussions between the employee and his or her nominated representative, if any, and more senior levels of management within 4 days.
- Step 3 If the matter is still not resolved a discussion shall be held between representatives of the employer and the Union or other employee representative.

While the parties attempt to resolve the matter, work will continue as normal unless an employee has a reasonable concern about an imminent risk to his or her health and safety.

If the matter cannot be resolved after the parties have exhausted all steps above, the matter may be referred to the Industrial Relations Commission by either party for conciliation and/or arbitration.

10. Contract of Employment

10.1 Commencing Employment

Upon commencing employment, the Company shall provide the employee with a written statement outlining the employee's employment category: full-time, part-time or casual, classification, ordinary hours of duty, remuneration and date of appointment.

10.2 Employment Category - Definitions

1. Full time Employee means an employee engaged and paid by the week, who is rostered to work a set 38 ordinary hours per week
2. Part time Employee means an employee engaged by the week, who is rostered to work a set number of ordinary hours each week which shall be no less than ten and no more than 35 hours per week.
3. Casual Employee means an employee engaged and paid by the hour, but shall not include an employee working an average thirty-eight ordinary hours or more per week and shall not include an employee who is required to work a constant number of ordinary hours each week.

11. Hours of Work

11.1 Full Time Employees

Except where an alternative pattern of working hours is agreed pursuant to 11.2 the arrangement of hours or work for weekly employees shall be implemented as follows and except as elsewhere provided in this Agreement the ordinary hours of work shall be:

For employees on weekly hire the ordinary hours per week to be worked (Monday to Friday) shall not exceed 152 over a four week cycle provided.

In each of three weeks in each such period, the ordinary hours shall not exceed 40 hours per week to be worked in five shifts of eight hours and in the other week or each such period the ordinary hours shall not exceed 32 to be worked in four shifts of eight hours.

11.2 Alternative Patterns

Where the Company and an employee agree, alternative patterns of hours within the scope of this clause may be implemented.

11.3 Part Time Employees

Part-time employees may be engaged for a minimum of four (4) and maximum of 10 (ten) hours on any day to a maximum of 35 hours in a week.

Part-time employees will be paid per hour a 10% loading in addition to the full-time rates. These rates of pay are specified in section 38. This applies to all current Casuals and Full-time employees who may become part-time after the 1 April 2001.

Employees employed by the Company post 1 April 2001, who become part-time do not receive the 10% loading.

Part-time employees will be entitled to receive pro-rata entitlements of all entitlements available to full time employees in accordance this Agreement.

11.4 Casual Employees

Casual shall mean an employee engaged on an irregular basis by the hour for a minimum of four hours per engagement.

Provided that, where shifts of more than ten hours per day (not including the time taken for meal breaks) are worked they shall be done so on the basis of mutual agreement only.

Casuals shall be paid per hour at one thirty-eighth of the weekly rate for the grade which applies to the employee plus a loading of 20%

11.5 Split shift

There will be no split shifts. Each employee can only work one shift per day.

12. Rosters

12.1 Full Time Employees

Full time employees will work on a roster on the basis of five days to be consecutive shifts per week.

Employees may nominate which five-day cycle they wish to work. Where practicable the employee's preference will be considered. The nominated cycle must be worked for the four-week period. A roster showing the core hours to be worked will be posted seven days prior to each week commencing and will cover the core hours to be worked for a four-week period.

12.2 Part Time Employees

Part-time employees will work a four-week roster which includes a minimum of two days off in each seven day period and where practicable such days off will be consecutive.

Employees may nominate a part-time category and which part-time cycle they wish to work. Where practicable the employee's preference will be considered. The nominated cycle must be worked for the four week period. A roster showing the core hours to be worked will be posted seven days prior to each week commencing and will cover the core hours to be worked for a 4 (four) week period.

13. Meal Breaks

13.1 Meal Breaks

No employee shall be required to commence a meal break earlier than three hours after normal starting time nor later than six hours after normal starting time, unless otherwise mutually agreed between the employee and the Company. Permanent employees are entitled to a paid 20 minute meal break and Casual employees are entitled to have an unpaid 30 minute meal break.

13.2 Rest Pauses

A paid rest pause of 10 minutes shall be taken separately from the meal break and shall be taken at such a time and in such a way as not to interfere with the continuity of operations.

13.3 Meal Breaks & Rest Pauses

Length of Shift	Permanent	Casual
4 hours	10 minutes Rest Pause	10 minutes Rest Pause
5 hours	10 minutes Rest Pause	10 minutes Rest Pause

	20 minutes Meal Break Paid	30 Minutes Meal Break Unpaid
6 hours	10 minutes Rest Pause 20 minutes Meal Break Paid	10 minutes Rest Pause 30 Minutes Meal Break Unpaid
7 hours	10 minutes Rest Pause 20 minutes Meal Break Paid	10 minutes Rest Pause 30 Minutes Meal Break Unpaid
8 hours	10 minutes Rest Pause 20 minutes Meal Break Paid	10 minutes Rest Pause 30 Minutes Meal Break Unpaid
9 hours	2 x 10 minutes Rest Pause 20 minutes Meal Break Paid	2 x 10 minutes Rest Pause 30 Minutes Meal Break Unpaid
10 hours	2 x 10 minutes Rest Pause 20 minutes Meal Break Paid	2 x 10 minutes Rest Pause 30 Minutes Meal Break Unpaid
11 hours	2 x 10 minutes Rest Pause 20 minutes Meal Break Paid	2 x 10 minutes Rest Pause 30 Minutes Meal Break Unpaid
12 hours	2 x 10 minutes Rest Pause 2 x 20 minutes Meal Break Paid	2 x 10 minutes Rest Pause 2 x 30 minutes Meal Break Unpaid
13 hours	2 x 10 minutes Rest Pause 2 x 20 minutes Meal Break Paid	2 x 10 minutes Rest Pause 2 x 30 Minutes Meal Break Unpaid
14 hours	2 x 10 minutes Rest Pause 2 x 20 minutes Meal Break Paid	2 x 10 minutes Rest Pause 2 x 30 minutes Meal Break Unpaid

14. Classifications

14.1 Classification Levels

Level	Area of competencies covered in this time include:
Food Services Operator -	<ul style="list-style-type: none"> Personal appearance and hygiene OH&S and Security Customer Service Cleaning Telephone Service Cash Register Operation Uppercrust Ritazza Pizza

An employee will be classified at the Introductory Level 1 (one) for a maximum period of ten weeks and a minimum period of one month unless competency assessment determines the new employee should be classified immediately to a higher level. Formal qualifications and demonstrated experience supported by references will be used in the initial assessment. All new employees will be required to complete all the training modules contained above.

All Introductory Level Employees will be paid at Level 1 rate

Classification	Indicative Tasks
Food Service Operator 1 LEVEL 1 (Introductory Level) An FSO 1 shall carry out a range of functions according to the skills and competencies required for the position at the BHP site.	Food functions: Preparation of salads and sandwiches for sale in shop and for functions Serving meals across the counter and including the handling of cash; and cleaning of shelves, cooking areas, stoves, cooking plates, refrigerators, freezers, sweeping of floors and mopping of spillage within the canteen . buildings Prepare and Merchandise Upper crust as per brand guidelines.

<p>Employees are required to follow all reasonable directions from shift supervisor / manager</p>	<p>Prepare and operate espresso machine as per brand guidelines. Prepare, cook and serve Pizza varieties as per company guidelines.</p> <p>Cleaning functions: Cleaning of change rooms, locker rooms, bathrooms, toilets and crib rooms in the canteen areas. Sweeping and mopping, polishing and scrubbing of all areas. Cleaning of all windows and glass surfaces. Other cleaning functions as instructed by a Supervisor or Manager. Cleaning of Espresso equipment as per training instructions.</p> <p>Provided an employee will not move to food functions from cleaning functions.</p>
<p>Food Service Operator 2</p> <p>LEVEL 2</p> <p>An FSO 2 shall carry out a range of functions according to the skills and competencies required for the position at the BHP site.</p> <p>Employees are required to follow all reasonable directions from shift supervisor / manager</p>	<p>Food functions: Preparation of salads and sandwiches; and Serving meals across the counter and including the handling of cash; and cleaning of shelves, cooking areas, stoves, cooking plates, refrigerators, freezers, sweeping of floors and mopping of spillage within the canteen buildings.</p> <p>Cleaning functions: Cleaning of change rooms, locker rooms, bathrooms, toilets and crib rooms in the canteen areas. Sweeping and mopping, polishing and scrubbing of all Areas, Cleaning of all windows and glass surfaces. Other cleaning functions as instructed by a Supervisor or Manager.</p> <p>Provided an employee will not move to food functions from cleaning functions.</p> <p>Cooking functions: Assisting a Cook General preparation, heating and cooking of food; and Cooking foods such as hamburgers, chips, steak sandwiches and breakfast meals</p> <p>Other functions embraced by FSO 2 level: Cashier Storeperson</p> <p>Mobile Operator/Driving functions Pricing of food for sale. Selling food, cashing up associated paperwork. Stocktaking of mobiles and extending stock sheets as necessary. Cleaning mobiles inside and out. Security of cash, stock and van Refuelling mobiles, checking air, water, tyres, refilling LPG cylinders. Assist with the preparation of food for the</p>

	<p>mobiles/delivery vans. Assist in the canteen during down times or as instructed by Management. Attend bi-annual refresher training courses as required.</p> <p>Specialist Functions pertaining to Upper Crust Production Expresso Operation - Ritazza Eurest Pizza production and Cooking</p>
<p>Food Services Operators 3</p> <p>LEVEL 3</p> <p>A FSO 3 shall carry out a range of functions according to the skills and competencies required for the position at the BHP Site. Employees are required to follow all reasonable directions from shift supervisor / manager</p>	<p>Cooking functions: Prepare (or supervise persons and apprentices in the accompaniments. preparation of) meals, including cooking meats to the required standards, vegetables, sauces and other</p> <p>Employees who possess the necessary skills and Competencies along with the necessary trade qualifications (papers) to perform the tasks required of this position.</p> <p>Also included at this level are those persons who do not Have a trade qualification but are deemed by the company and the industry to have the necessary skills and competencies to perform the tasks the position requires.</p> <p>Leading Hand Monitoring and the preparation and portion of foods. Monitor and control wastage. Direct and train staff (subject to Train the Trainer competencies) in food preparation and related areas. Develop menus and related costings. Carry out duties as directed by Supervisors and Managers.</p>
<p>Food Services Operator (4)</p> <p>LEVEL 4</p> <p>An FSO (4) shall carry out a range of at functions according to the skills and competencies required for the position the BHP Site. Employees are required to follow all reasonable directions from shift supervisor / manager</p>	<p>Supervisory functions Day to day supervisory responsibility for the functions of the employee during rostered hours of work. Maintain a work flow within an allocated area of responsibility ensuring the available resources are fully utilised within the canteens. Monitor the preparation, proportioning and merchandising of food items. Supervise staff in respect of time keeping and work procedures. Control and monitor wastage. Check deliveries and invoice. With the approval of Management, implement any change in work practices and operation that may improve efficiency and or customer service. Assist in regular stock takes. Carry out matters relating to cash handling with care and diligence. Refer to Management matters relating to the disputes or grievance procedure. Refer all matters relating to OH&S to Management. Ensure that the work place is maintained in a clean and hygienic state.</p> <p>Single Mobile Operator</p>

	Work autonomously on Mobile Food Van. Undertake all duties of Mobile Driver FSO 2.
Food Services Operator 5. LEVEL 5 A FSO 5 shall carry out a range of functions according to the skills and competencies required for the position at the BHP Site.	Supervisor (TAFE qualification) Monitor the operation of the canteen and recommend changes in work practice to Management. Perform extra duties as instructed by Management Chef (Trade Qualified) Supervision of food preparation and monitor duties and performance of the Cooks and Cooks Assistant.

14.2 Progression

Where vacancies or opportunities arise at each operator level, existing employees will be assessed and given the opportunity to progress (subject to obtaining the appropriate skills and qualifications).

- 14.3 Only employees covered by the classifications outlined in section 14.1 can work in the BOS Canteen, Commercial Building Kiosk, Engineering Cafeteria, Flat Products Canteen and on the Mobile Food Vans.

15. Payment of Wages

- 15.1 Except upon termination of employment all wages and allowances shall be paid fortnightly on Thursday of the pay week. Payment of wages shall be made by electronic funds transfers (EFT).

16. Superannuation

- 16.1 The company will make superannuation contributions to an Industry Superannuation fund in accordance with its legal obligations under the Superannuation Guarantee Levy:
- 16.2 Any employee may choose to personally contribute additional monies towards the Industry Superannuation fund.

17. Mixed Functions

- 17.1 Any employee performing duties at a higher level will be paid at the rate applicable to that higher level for the time spent. If the employee performs duties at a higher level for more than 2 hours the higher rate will apply for the whole of that shift.

18. Overtime

- 18.1 The Company may require any employee to work reasonable overtime and such employee shall work overtime in accordance with such requirements. Preference for weekend shifts will be granted to weekday overtime workers.
- 18.2 Any full-time employee who works additional hours to that of the permanent roster on weekdays shall be paid at the rate of time and a half for the first two hours and double time thereafter. On weekends, the shift penalties will apply to ordinary time rates only.
- 18.3 For pre-April 2001 employees who hold permanent part-time positions, overtime shall apply after 10 hours and each day stands alone.

For all other part-time employees, overtime rates of pay apply to all hours worked outside the rostered hours determined in 10.2.2

18.4. Rest Period after Overtime

When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that permanent employees have at least ten consecutive hours off duty between the work of successive shifts.

A permanent employee who works so much overtime between the termination of his/her last previous rostered ordinary hours of duty and the commencement of his/her next succeeding rostered period of duty that he/she would not have at least ten consecutive hours off duty between those times, shall, subject to this sub clause, be released after completion of such overtime worked until he/she has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

If on the instruction of the Company such an employee resumes or continues work without having had such ten consecutive hours off duty he/she shall be paid at the rate of double the rate specified in section 38 until he/she is released from duty for such rest period and he/she shall then be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

18.5 Should any employee believe they are being unfairly overlooked in the allocation of overtime, they're to follow the Dispute Settling Procedure.

19. Shift Penalties

19.1 In addition to the rates set out in Section 38 the following loadings will apply:

- For work on Saturday and Sunday 75%
- For work between 3.00am to 7.00 am 75%
- For work between 10.00 pm and 3.00am 50%

20. Allowances

- 20.1 The Company shall pay a laundry allowance of \$7.50 per week to all employees.
- 20.2 The Company shall pay an afternoon shift allowance of \$6.50 per weekday shift to all employees who's shift concludes at 7:00pm or any time before 10:00pm, in year 1 (one) and \$7.50 in the year 2 (Two) of this agreement

21. Uniforms

- 21.1 All employees will be provided with a total of three winter and/or summer uniforms. They shall be issued each year, currently in April, and shall remain the property of the Company. These uniforms will be Australian Made where practicable. Issue will be as follows to each employee.

Shirts / Blouses	3
Trousers / Skirts	3
Aprons	4
Cap / Hat	1
Name badge	1

Uniforms suited to mobile operation to be provided, in consultation with mobile staff.

- 21.2 Employees shall be supplied with suitable protective clothing such as waterproof boots, apron, gloves, etc, where their use is appropriate and employees shall be required to wear such protective clothing where provided.

22. Termination

22.1 The following periods of notice shall be given by either party of termination of service (or paid in lieu thereof) except in the case of casual employees and in case of mis conduct when any employee shall be subject to instant dismissal.

<u>Period of Continuous Service</u>	<u>Period of Notice</u>
Up to one year	1 week
One year to three years	2 weeks
Three years to five years	3 weeks
More than five years	4 weeks

Plus one additional week’s notice if:

- the employee is over 45 years of age and
- has completed at least two years continuous service

23. Redundancy

23.1 Discussion before Termination

Where the Company has made a definite decision that the Company no longer wishes the job the employee has been doing, done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Company shall hold discussions with the employees directly affected and with their Union at least four weeks prior to any announcement.

23.2 Transfer to Lower Paid Duties & Retention of Rate

Where an employee is transferred to lower paid duties for reasons set out in subclause 23.1 hereof, the employee shall be entitled to a retention rate for a period of 12 months, and the Company may at the Company’s option, make payment in lieu thereof an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates of the period of notice still owing.

23.3 Notice Period

Where the Company has made a decision to terminate in accordance with sub clause 23.1 hereof, notice shall be given or compensation paid in lieu in accordance with the following minimum notice scale:

<u>Employee’s Period of Continuous Service with the Employer</u>	<u>Period of Notice</u>
Less than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks.

This period of notice is increased by one week if the employee is:

- Over 45 years of age; and
- Has completed at least two years continuous service with the employer.

23.4 Severance Pay

In addition to the period of notice prescribed for ordinary termination in subclause 23.3 hereof, an employee whose employment is terminated for reasons set out in subclause 23.1 hereof shall be entitled to the following amount of severance pay in respect of a continuous period of service:

<u>Years of Service</u>	<u>Under 45 Year s Age Entitlement</u>
Less than 1 year	Nil
1 year but less than 2 years	6 weeks pay
2 years but less than 3 years	9 weeks pay
3 years but less than 4 years	12 weeks pay
4 years but less than 5 years	14 weeks pay
5 years but less than 6 years	16 weeks pay
6 years and over	18 weeks pay

Where an employee is 45 years old or over the entitlement shall be in accordance with the following scale:-

<u>Years of Service</u>	<u>Under 45 Year s Age & Over Entitlement</u>
Less than 1 year	Nil
1 year but less than 2 years	7 weeks pay
2 years but less than 3 years	10.75 weeks pay
3 years but less than 4 years	14.5 weeks pay
4 years but less than 5 years	17 weeks pay
5 years but less than 6 years	19.5 weeks pay
6 years and over	22 weeks pay

‘Weeks pay’ means the all purpose rate of pay for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances.

23.5 Employee Leaving During Notice

An employee whose employment is terminated for reasons set out in subclause 23.1 hereof may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had they remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

23.6 Time Off During Notice Period

During the period of notice of termination given by the Company an employee shall be allowed up to one day’s time off without loss of pay during each week of notice for the purpose of seeking other employment. The employee shall, at the request of the Company, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent.

24. Sick Leave

24.1 Full-time employees are entitled to 5 days sick leave in the first year of employment and 10 days for the second and subsequent years of employment. Part-time employees are entitled to sick leave on a pro-rata basis.

To be entitled to paid sick leave:

No later than 2 hours before the commencement of the employees rostered shift, or in the case of shifts commencing prior to 7am, one hour before the employee’s rostered shift, advise his/her manager of:

the inability to attend for work;

the nature of his/her injury or injury;

the estimated duration of the absence

Provided that the employee may advise his/her manager as soon as reasonably practicable in extraordinary circumstances.

24.2 Permanent employees shall be entitled to single day absences without being required to produce a medical certificate, statutory declaration or other evidence satisfactory to the Company.

24.3 Failure to produce medical certificate after two days

The provisions of this clause do not apply to an employee who fails to produce a medical certificate dated at the time of the absence for absences of 2 or more days.

24.4 Medical certificate required before or after public holiday, leave or RDO

A medical certificate, statutory declaration or other evidence satisfactory to the Company will be required for a single day absence prior to or after a public holiday, annual leave or Rostered Day Off.

24.5 Accumulation of sick leave

Unused sick leave shall be fully accumulative.

24.6 Pay out of Sick Leave

Upon the anniversary of employment occurring after the date of commencement of this agreement an employee who has an accumulated sick leave balance at the end of the immediately preceding sick leave year which was in excess of twenty days, shall be paid the money value of such excess, provided that the number of days paid will not exceed eight at any one anniversary.

Where services of an employee are terminated by the Company for any reason other than the employee's serious or wilful misconduct, or by the employee on account of resignation, or by reason of the death of the employee, the money value of the leave shall be paid to the employee's nominated bank account.

25. Bereavement Leave

25.1 An employee after one month's continuous employment with the Company and on production of evidence satisfactory to the Company shall, on the death of a near relative, be granted a maximum of three days on full pay in any one year as compassionate leave.

25.2 Provided that such leave shall be granted to an employee in respect of the death of a near relative outside of Australia if such employee attends the funeral and subsequently returns to the employee's employment, in which case the payments for such leave shall be made to the employee upon such employee's return. Provided furthermore, that where a memorial service in the year of the death is held within Australia for a death overseas, compassionate leave of one day's duration shall be provided where satisfactory evidence is produced to the Company.

25.3 For the purpose of this clause a near relative means the father, mother, wife or husband, de facto wife or husband, a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis, or brother, sister, child or stepchild, mother-in-law or father-in-law of the employee and grandparent or grandchild of the employee or the employee's spouse.

26. Annual Leave

26.1.1 Entitlement

Every permanent employee shall at the end of each year of his/her employment be entitled to an annual holiday on full pay of four weeks. Such annual holiday shall be paid for by the Company in advance.

26.2. Payment

In the case of any and every employee in receipt immediately prior to that holiday of ordinary pay at a rate in excess of the ordinary rate payable under this Agreement at the excess rate and in every other case, at the ordinary rate payable to the employee concerned immediately prior to that holiday under this Award.

- 26.3 If an employee is terminated after a full year of employment, the employer shall be deemed to have given the holiday to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due, such pay calculated in accordance with the 26.2 hereof, for four weeks.

If an employee is terminated before the expiration of a full year of employment, the employee shall be paid in addition to all other amounts due to them, their pro rata annual entitlement for the period of employment calculated in accordance 26.2 hereof.

26.4 Notice

Annual leave must be applied for at least 4 weeks in advance. This is to be approved by Management according to operational needs, except in the case of an emergency, for example reasons relating to compassionate grounds.

26.5 Additional Weeks Leave

In addition to the provisions of this clause where a full time employee works 228 hours on weekends and/or public holidays in each twelve months such employees shall be entitled to one additional week's leave.

In addition to the provisions of this clause where a part time employee works weekends and/or public holidays in each twelve months such employees shall be entitled to one additional week's leave as per the pro-rata grid below.

Additional leave entitlement grid

Ordinary Rostered Hours per week	Minimum hours to be worked
20	114
22.5	128
25	142
30	171
32.5	185
35	200

The employee may request to take this additional weeks leave by providing 4 (four) weeks notice.

26.6 Annual Leave Loading

All post-March 15, 1994 permanent employees will receive their ordinary wage rate prescribed for the period of the Annual Holiday plus 17.5% loading;

All pre-March 15, 1994 permanent employees will receive their ordinary wage rate prescribed for the period of the Annual Holiday plus 20% loading;

27. Rostered Days Off (RDOs)

- 27.1 Full-Time Employees Will Continue to Work a 40-Hour Week Average. Two Hours' Leisure Time Will Accrue Per 40 Hours' Worked Or a Percentage Thereof on a Pro Rata Basis for Part-Time Employees.

RDO's do not accrue on extra hours worked outside of the set roster.

RDO's are to accrue on rostered hours worked and entitled leave taken (other than RDO's and annual leave).

Where special arrangements between the employer and an employee to take the site common rostered day, such arrangements shall continue to apply for that employee, unless otherwise agreed by the parties at a later date.

Employees rostered on to work on the BHP site common rostered day must work their minimum rostered ordinary hours and will be paid ordinary time plus 20% for each hour worked between 7am and 10pm. The morning penalty of 175% and the night penalty of 150% shall continue to apply.

Employees rostered time off will continue to accumulate, for use by the employee when required.

The taking of rostered time off will only be allowed upon approval by the Company and a minimum of two days' notice is required, or a lesser period by agreement. However, approval will not be unreasonably withheld.

No employee will be allowed to accumulate more than 2 weeks of rostered time off. If more than 2 weeks have accumulated, any entitlement over and above this amount will be paid out or rostered off. Such payments would normally occur on the employee's anniversary date.

The intention of this clause of the award is to provide for a maximum degree of flexibility in the implementation and the operation of the average 38-hour week; also to prevent interference with production requirements.

28. Public Holidays

- 28.1 The day or days upon which the following holidays fall or the days on which such holidays are observed shall be holidays for the purposes of this Award: New Years Day, Australia Day, Good Friday, Easter Monday, ANZAC Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day and the Union Picnic Day (which shall be held on the day which the majority of employees on the BHP Site take their Picnic Day).

29. Parental Leave

- 29.1 All employees shall be entitled to parental leave pursuant to the provisions of the *NSW Industrial Relations Act 1996*.

30. Long Service Leave

- 30.1 All employees shall be entitled to long service leave as provided for in the *Long Service Leave Act 1955*

31. Jury Service

- 31.1 A permanent employee required to attend for jury service during ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage that would have been received in respect of the ordinary time that would have been worked had it not been for jury service.

An employee shall notify the Company as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee shall give the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

32. Role of the Union

- 32.1 The union commits itself to promote a harmonious and productive workplace environment. Every effort will be made to ensure that the dispute settling procedures are followed and industrial disruption is avoided.

In recognition of this, the following procedure will be implemented:

Attendance of work sites

Union Officials shall have the right to enter the work site to observe the performance of work and talk to employees. The union representative will endeavour to talk to members during their breaks.

Union/Management Co-operation

The Company shall provide pay roll deduction services for union fees. Such fees shall be remitted to the union on a monthly basis;

32.2 Role of Union Delegates

Union delegates shall have:

The right to be treated fairly and to perform their role as union delegate without any discrimination in their employment;

The right to formal recognition by the employer that endorsed union delegates speak on behalf of union members in the workplace;

The right to bargain collectively on behalf of those they represent;

The right to consultation, and access to reasonable information about the workplace and the business;

The right to reasonable paid time to represent the interests of members to the Management;

The right to reasonable paid time during normal working hours to consult with union members;

The right to address new employees about the benefits of union membership at the time that they enter employment;

The right to reasonable access to communication equipment for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union

The right to place union information on a notice board in a prominent location in the canteens.

32.2 Leave to attend Trade Union Training Courses

Leave of absence shall be granted to Union delegates to attend trade union training courses or seminars of up to 5 days per annum non-cumulative, on the following conditions:-

That Company operating requirements permit the granting of leave.
However, approval shall not be unreasonably withheld.

That the scope, content, and level of the course are such as to contribute to a better understanding of employee relations.

Leave of absence granted under this clause shall be with full pay i.e. pay shall not include shift penalty payments or overtime. In exceptional circumstances the union may petition the company to pay penalties.

Leave of absence granted under this clause shall count as service for all purposes.

Any course conducted by or with the support of the Union or the Company shall be considered as contributing to a better understanding of industrial relations.

32.3 Paid Union Meetings

Weekly and part-time employees, together with those casual employees rostered on at the time and on the day on which an authorised meeting is held, who are members of the Union shall be allowed 1 stop work meeting per quarter (2 per year to be held at the Northgate offices) in the nominal life of this Award, authorised by the President and/or Secretary of the Union, without loss of ordinary pay, for the purpose of discussing matters affecting the Award, provided that the following conditions are observed.

At least fourteen days' notice of such meeting given to Eurest Site Manager.

The period of the meeting which shall commence after 1:30 p.m. on any day shall be of not more than three hours duration including all necessary travelling time, and the employees rostered on shall return by 4.30p.m on that day.

Payment shall be made for the period that the weekly or part-time employee was rostered for duty, or, in the case of a casual employee for the time rostered on and the employee was in attendance as set out in (ii) above. The meeting shall be held at a time which cause minimum disruption to the Eurest operation at site.

At least two of these meetings must be held at the Eurest North Gate Office.

Payment of wages shall be made only upon the employer being in receipt of satisfactory evidence of the employee's attendance at the meeting.

Skeleton crewing arrangements will be agreed between the union and the Company for the duration of the meeting.

Employees who are not members of the union and who are rostered for work on the day and for the duration of the stop work meeting of union members will be required to work as rostered.

Where the canteens and associated activities are required to continue during the time of a meeting and sufficient employees who are not members of the union are not available, union members who freely volunteer to work during the time of the meeting shall be entitled to attend a separate paid stop work meeting in accordance with this clause.

33. Learning & Development

33.1 Eurest is committed to training and developing all employees to achieve and maintain a high standard of job competence and personal satisfaction. Training and development opportunities will be focused on enhancing skills, knowledge and attitudes in line with the current and future needs of the business.

Accordingly, the parties commit themselves to:

Ensuring all employees receive induction and job skills training in line with their position and legislation.

Ensuring all training programs are designed and delivered by a competent trainer.

Ensuring that all training is planned, implemented, monitored and assessed to ensure that it meets business needs and defined objectives.

Ensuring that all employees have a personal development plan when training and development needs have been identified through the appraisal process.

Ensuring that, where possible, our training programs are aligned with national standards.

Providing educational assistance to employees as part of their personal development where agreed as part of the succession planning requirements of the business.

Providing the business with a competitive advantage in the marketplace through innovative learning and development strategies.

Such training may include, but is not limited to: Induction, Food Safe, OH&S, Customer Service, First Aid, Computer, Brand Training, Merchandising, Grievance Officer, Certificate IV in Workplace Training & Assessment, Food specific (i.e. sandwich making, Asian cuisine, etc.)

Training may be undertaken either on or off the job and if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. Where training is undertaken outside ordinary hours, payment shall be at the employee's ordinary rate for all training.

Any cost associated with standard fees for prescribed courses and prescribed text books incurred with the undertaking of training shall be reimbursed by Eurest upon production of evidence of such expenditure. Travel costs incurred by an employee undertaking training in accordance with this clause, which exceed those normally incurred in travelling to and from work, shall be reimbursed by Eurest.

34. Safety & Injury Management

- 34.1 Workplace safety is a condition of employment. All employees are responsible for their own and other workers safety. Employees must report all incidents and injuries in the Incident Report book no matter how minor.
- 34.2 It is a condition of employment that all employees comply with all relevant Acts, Regulations and Company and BHP specific Safety Rules, Policies and Procedures that apply.
- 34.3 It is a further condition of employment that all employees wear all protective equipment.

35. Emergency Transport

- 35.1 Should an employee be required to attend their shift and have difficulty with transport, either through breakdown or no reasonable public transport available, journey claims to the value of \$20.00 each way may be claimed, provided that prior authorisation has been gained from a Eurest Manager.

36. Stand Down

- 36.1 If industrial action or a break down of machinery occurs that Eurest cannot be reasonably held responsible for, the following options will be available:
- 36.2 Employees may volunteer to take
 - An RDO
 - Annual Leave
 - Leave without pay;
- 36.3 The company may offer learning and development sessions; or
- 36.4 Should options 36.2 and 36.3 be exhausted and staffing levels still exceed the demands of the business, the parties are to agree on how to further reduce hours.

37. Self Audit Timelines

- 37.1 Employees will complete the Balanced Scorecard Audit Schedule as indicated in 37.2 below. This Audit is transparent in operation and quantitative in measurement which provides a clear and attainable Key Performance Indicator tool for employees.

Classification	April May	June July	August September
Customer Satisfaction			
Item 100 - 120	Flat Products -AM BOS-PM	Flat Products-PM BOS-AM	Engineering Commercial
Market Leadership			
Item 200 - 216	Flat Products-PM BOS-AM	Engineering Commercial	Flat Products-AM BOS-PM
Preferred Employer			
Item 300 - 329	Engineering Commercial	Flat Products-AM BOS-PM	Flat Products-PM BOS-AM
Operational Excellence			
Item 400 - 469	Flat Products-AM BOS-PM	Flat Products-PM BOS-AM	Engineering Commercial

38. Wages & Pay Increases

Employees will be entitled to a progressive increase as per this wage schedule throughout the term of this contract.

The first year of this agreement, employees will gain an increase of 4%.

The second year of this agreement employees will gain an increase of 4%

38.1 Classifications Rates & Pay Increases

Classification	1 April 2003 4% pay increase effective	1 April 2004 4% pay increase
Food Services Operator 1 Entry Level		
FULL-TIME	13.23	13.76
PART-TIME	14.55 including 10% loading	15.14 including 10% loading
CASUAL	15.88 (+1/12)*including 20% loading	16.51 (+1/12)*including 20% Loading
Food Services Operator 2		
FULL-TIME	13.84	14.39
PART-TIME	15.22 including 10% loading	15.83 including 10% loading
CASUAL	16.61 (+1/12) including 20% loading	17.27 (+1/12) including 20% loading
Food Services Operator 3A		
FULL-TIME	13.98	14.54
PART-TIME	15.38 including 10% loading	15.99 including 10% loading
CASUAL	16.78 (+1/12)* including 20% loading	17.45 (+1/12)* including 20%loading
Food Services Operator 3B		
FULL-TIME	14.88	15.48
PART-TIME	16.37 including 10% loading	17.03 including 10% loading
CASUAL	17.86(+1/12)*including 20% loading	18.58(+1/12)*including 20% loading
Food Services Operator 4		
FULL-TIME	15.98	16.62
PART-TIME	17.58 including 10% loading	18.28 including 10% loading
CASUAL	19.18 (+1/12)*including 20% loading	19.94 (+1/12)*including 20% loading

Food Services Operator 5		
FULL-TIME	16.13	16.78
PART-TIME	17.74 including 10% loading	18.46 including 10% loading
CASUAL	19.36(+1/12)*including 20% loading	20.14(+1/12)*including 20% Loading

38.2 WEEKEND RATES & PAY INCREASES

A: FULL TIME

Classification	April 1, 2003 4% pay increase Effective	April 1, 2004 4% pay increase
Food Services Operator 1		
WEEKDAYS	13.23	13.76
WEEKENDS	23.15	24.08
PUBLIC HOLIDAYS	33.08	34.40
Food Services Operator 2		
WEEKDAYS	13.84	14.39
WEEKENDS	24.22	25.18
PUBLIC HOLIDAYS	34.60	35.98
Food Services Operator 3A		
WEEKDAYS	13.98	14.54
WEEKENDS	24.47	25.45
PUBLIC HOLIDAYS	34.95	36.35
Food Services Operator 3B		
WEEKDAYS	14.88	15.48
WEEKENDS	26.04	27.09
PUBLIC HOLIDAYS	37.20	38.70
Food Services Operator 4		
WEEKDAYS	15.98	16.62
WEEKENDS	27.97	29.09
PUBLIC HOLIDAYS	39.95	41.55
Food Services Operator 5		
WEEKDAYS	16.13	16.78
WEEKENDS	28.23	29.37
PUBLIC HOLIDAYS	40.33	41.95

B: PART- TIME (PRE 1 APRIL 2001)

Classification	April 1, 2003 4% pay increase Effective	April 1, 2004 4% pay increase
Food Services Operator 1		
WEEKDAYS	14.55	15.14
WEEKENDS	25.46	26.50
PUBLIC HOLIDAYS	36.38	37.85
Food Services Operator 2		
WEEKDAYS	15.22	15.83
WEEKENDS	26.64	27.70
PUBLIC HOLIDAYS	38.05	39.58
Food Services Operator 3A		
WEEKDAYS	15.38	15.99
WEEKENDS	26.92	27.98
PUBLIC HOLIDAYS	38.45	39.98
Food Services Operator 3B		
WEEKDAYS	16.37	17.03
WEEKENDS	28.65	29.80
PUBLIC HOLIDAYS	40.93	42.58
Food Services Operator 4		
WEEKDAYS	17.58	18.28
WEEKENDS	30.77	31.99
PUBLIC HOLIDAYS	43.95	45.70
Food Services Operator 5		
WEEKDAYS	17.74	18.46
WEEKENDS	31.05	32.31
PUBLIC HOLIDAYS	44.35	46.15

C: PART TIME (POST 1 APRIL 2001)

Classification	April 1, 2003 4% pay increase Effective	April 1, 2004 4% pay increase
Food Services Operator 1		
WEEKDAYS	13.23	13.76
WEEKENDS	23.15	24.08
PUBLIC HOLIDAYS	33.08	34.40
Food Services Operator 2		
WEEKDAYS	13.84	14.39
WEEKENDS	24.22	25.18
PUBLIC HOLIDAYS	34.60	35.98
Food Services Operator 3A		
WEEKDAYS	13.98	14.54
WEEKENDS	24.47	25.45
PUBLIC HOLIDAYS	34.95	36.35
Food Services Operator 3B		
WEEKDAYS	14.88	15.48
WEEKENDS	26.04	27.09
PUBLIC HOLIDAYS	37.20	38.70
Food Services Operator 4		
WEEKDAYS	15.98	16.62
WEEKENDS	27.97	29.09
PUBLIC HOLIDAYS	39.95	41.55
Food Services Operator 5		

WEEKDAYS	16.13	16.78
WEEKENDS	28.23	29.37
PUBLIC HOLIDAYS	40.33	41.95

D: CASUAL

Classification	April 1, 2003 4% pay increase Effective	April 1, 2004 4% pay increase
Food Services Operator 1		
WEEKDAYS	15.88	16.51
WEEKENDS	27.79	28.89
PUBLIC HOLIDAYS	39.70	41.28
Food Services Operator 2		
WEEKDAYS	16.61	17.27
WEEKENDS	29.07	30.22
PUBLIC HOLIDAYS	41.53	43.18
Food Services Operator 3A		
WEEKDAYS	16.78	17.45
WEEKENDS	29.37	30.54
PUBLIC HOLIDAYS	41.95	43.63
Food Services Operator 3B		
WEEKDAYS	17.86	18.58
WEEKENDS	31.26	32.52
PUBLIC HOLIDAYS	44.65	46.45
Food Services Operator 4		
WEEKDAYS	19.18	19.94
WEEKENDS	33.57	34.90
PUBLIC HOLIDAYS	47.95	49.85
Food Services Operator 5		
WEEKDAYS	19.36	20.14
WEEKENDS	33.88	35.25
PUBLIC HOLIDAYS	48.40	50.35

NOTE: Rates do not include the additional payment 1/12 of the casual ordinary time earnings.

Signed for and on behalf of Eurest Australia in the presence of:

Jacqui Newman
Witness

Date: 02 / 06 / 03

Maryanne Kerin

Date: 02 / 06 / 03

Signed for and on behalf of the Australia Workers' Union Port Kembla Branch in the presence of:

Kerry Stone
Witness

Date: 28 / 05 / 03

Andrew Gorman
(Branch Organizer)

Date: 28 / 05 / 03