

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/230

**TITLE: Compass Group Australia Pty Ltd BlueScope Steel
Canteens Enterprise Agreement 2005**

I.R.C. NO: IRC6/1705

DATE APPROVED/COMMENCEMENT: 23 March 2006 / 1 April 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA04/88.

GAZETTAL REFERENCE: 30 June 2006

DATE TERMINATED:

NUMBER OF PAGES: 22

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Compass Group Australia Pty Ltd., located at 737-739 New South Head Road, Rose Bay NSW 2029, who are engaged in Food Services at the BlueScope Steel Site, Port Kembla, who fall within the coverage of the Canteen, &c., Workers (State) Award.

PARTIES: Compass Group (Aust) Pty Ltd -&- The Australian Workers' Union, New South Wales

Compass Group Australia Pty Ltd

BlueScope Steel Food Services

Enterprise Agreement

2005

1. TITLE

1.1 This Agreement will be referred to as the Compass Group Australia Pty Ltd BlueScope Steel Canteens Enterprise Agreement 2005.

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 18 Belmore Street Wollongong on behalf of the employees covered by the Agreement and Compass Group Australia (The Company).

3. ARRANGEMENT

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4. STATUS AND SCOPE

- 4.1 This Agreement shall apply to all employees of the Company engaged in Food Services at the BlueScope Steel Site, Port Kembla.
- 4.2 Where any inconsistency exists between this Agreement and the provisions of the Canteen Workers (State) Award then this Agreement shall apply.

5. DURATION

- 5.1 This Agreement shall commence operation from 1st April 2005.

6. NO EXTRA CLAIMS

- 6.1 It is a term of this Agreement that the parties bound by this Agreement will not pursue any extra claims, award or over award, for the duration of this Agreement as specified in this Agreement. This includes claims relating to changes arising from award variations. 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 BlueScope 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 businesses objectives.

8. CONSULTATIVE COMMITTEE

The Company and the employees will have a Consultative Committee to meet, discuss and attempt to resolve any local issues that may arise. The Committee will have representatives from all business sectors and will meet at least every three months or earlier if required. All employee representatives will be paid for participating in these meetings. A Union delegate may be a member.

9. DISPUTE SETTLING PROCEDURE

- 9.1 The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and the Employer in respect to any industrial matter and all other matters that the Parties agree on are specified herein. Such procedures shall apply to a single Employee or to any number of Employees.
- 9.2 In the event of an Employee having a grievance or dispute, the Employee shall, in the first instance, attempt to resolve the matter with their immediate supervisor who shall respond to such request as soon as reasonably practicable under the circumstances.

- 9.3 If the grievance or dispute is not resolved under subclause 9.2 hereof, the Employee or the Employer may refer the matter to the next higher level of management for discussion.
- 9.4 If not resolved, the employer will involve Site Management/Head Office in respect of the matter.
- 9.5 If not resolved, the matter may be referred to the appropriate Union Party to this Agreement who will discuss the matter with the employer.
- 9.6 If still not resolved, the matter may be referred to the NSW Industrial Relations Commission for conciliation.

At levels 2 to 6 inclusive of the above, the employee may have their appointed union representative or a delegate employed under the terms of this agreement in attendance.

Normal work activities shall continue at all times.

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
 - 10.2.1 Full-Time Employee is an employee engaged and paid by the week, who is rostered to work a set 38 ordinary hours per week.
 - 10.2.2 Part-Time Employee means an employee engaged by the week, who is rostered to work a set number of ordinary hours each week that shall be no less than ten and no more than 35 hours per week.
 - 10.2.3 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
 - 11.1.1 For employees on weekly hire the ordinary hours can be worked between Monday to Sunday and the ordinary hours shall not exceed 152 over a four-week cycle.
- 11.2 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 entitled to receive pro-rata entitlements of all entitlements available to full time employees in accordance with this Agreement.

A part-time employee, who has on a regular and systematic basis worked an average of 38 hours per week for six months, may make a request to management to have their employment converted to full-time. The request will be accessed by management and a decision given to the employee within 14 days. Any such request will take into account the operational needs of the business but any request should not unreasonably be refused.

Employees who were made Part-Time prior to April 1st 2001 will continue to be paid a 10% loading in addition to the full-time pay rate. These rates of pay are specified in section 37. Part time employees who receive the 10% loading may elect to forego the 10% loading for a one off payment of \$6,000. This offer remains open for a period of six months from the date of certification of the Agreement, at which time this offer will elapse.

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

Post 2001 Part Time employees can work up to 35 hours per week without overtime penalties becoming applicable.

11.3 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 that applies to the employee plus a loading of 20%.

11.4 Overtime Shift

The employer may request the employee to perform overtime that is broken from the employee's ordinary hours of work. An employee's ordinary hours of work per day cannot be broken. Where such a request is made an employee will be paid any applicable overtime rates for time worked.

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 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 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 or 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.

Employees will receive one meal per shift in accordance with the Eurest Food Entitlement criteria as contained within the Company's Food Cost and Inventory Control Policy.

13.2 Rest Pauses

For shifts less than eight hours, one paid rest pause of 10 minutes shall be taken. For shifts greater than eight hours an additional paid rest pause of 10 minutes shall be taken.

Rest pauses are to 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 20 minutes Meal Break Paid	10 minutes Rest Pause 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:
Eurest Services Operator – 1 (Introductory Level)	<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 • Basic Food Preparation

An employee will be classified at the Introductory Level 1 (one) for a maximum period of twelve 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
<p>Eurest Food Service Operator</p> <p>LEVEL 1 (Introductory Level)</p> <p>An FSO 1 shall carry out a range of functions according to the skills and competencies required for the position at the BlueScope Steel site. Employees are required to follow all reasonable directions from shift supervisor/manager</p>	<p>Food functions:</p> <ul style="list-style-type: none"> • Preparation of salads and sandwiches for sale in shop and for functions • Serving meals across the counter, including the handling of cash • Cleaning of shelves, cooking areas, stoves, cooking plates, refrigerators, freezers, and other catering equipment that may be within the canteen area; sweeping of floors and mopping of spillage within the canteen buildings. • Prepare and Merchandise Upper crust as per Brand Standards. • Prepare, operate and clean espresso machine as per Brand Standards. • Prepare, cook and serve Pizza varieties as per company guidelines. <p>Cleaning functions:</p> <ul style="list-style-type: none"> • Sweeping and mopping, polishing and sanitising of all areas. • Cleaning of glass surfaces. • Other cleaning functions as instructed by a Supervisor or Manager.

<p>Eurest Food Service Operator</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 BlueScope Steel site. Employees are required to follow all reasonable directions from shift supervisor / manager</p>	<p>Food functions:</p> <ul style="list-style-type: none"> • Those tasks listed under ‘Level 1, Food Service Operator’ will be accepted as applicable, also, to Level 2 FSO). • Preparation of salads and sandwiches • Serving meals across the counter including the handling of cash • Cleaning of shelves, cooking areas, stoves, cooking plates, refrigerators, freezers, and other catering equipment that may be within the canteen area, sweeping of floors and mopping of spillage within the canteen buildings. <p>Cleaning functions:</p> <ul style="list-style-type: none"> • Sweeping and mopping, polishing and sanitising of all areas. • Cleaning of glass surfaces. • Other cleaning functions as instructed by a Supervisor or Manager. <p>Cooking functions</p> <ul style="list-style-type: none"> • Assisting a Cook • General preparation, heating and cooking of food; and • Cooking foods such as hamburgers, chips, steak sandwiches and breakfast meals, etc. <p>Other functions embraced by FSO Level 2:</p> <ul style="list-style-type: none"> • Cashier • Store-person <p>Mobile Operator/Driving functions (Training Only)</p> <ul style="list-style-type: none"> • Pricing of food for sale. • Selling food, cashing up and associated paperwork. • Stocktaking of mobiles and extending stock sheets as necessary. • Cleaning mobiles inside and out. • Security of cash, stock and van • Refuelling mobiles • Assist with the preparation of food for the mobiles/delivery vans. • Assist in the canteen during down times or as instructed by Supervisor and / or Management. • Attend bi-annual refresher training courses if and/or as required. <p>Specialist Functions pertaining to</p> <ul style="list-style-type: none"> ▪ Upper Crust Production ▪ Espresso Operation – Ritazza ▪ Eurest Pizza Production and Cooking
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<p>Eurest Food Services Operator</p> <p>LEVEL 3</p> <p>An FSO 3 shall carry out a range of functions according to the skills and competencies required for the position at the BlueScope Steel Site.</p> <p>Employees are required to follow all reasonable directions from shift supervisor/manager.</p>	<p>Cooking functions:</p> <ul style="list-style-type: none"> • Prepare (or supervise persons and apprentices in the preparation of) meals, including cooking meats to the required standards, vegetables, sauces and other accompaniments. <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>Lindenfels</p> <p>Where an employee is required to carry out substantial functions operations to customers, either at the Lindenfels function centre or elsewhere, and if this work is to be carried out unsupervised and whilst operating alone, the staff member shall receive payment for the amount of hours whilst working alone as a Level 3 Service Operator.</p> <p>Where an employee is utilising their RSA qualification to serve alcohol to customers, at the Lindenfels function centre or elsewhere, the employee shall be remunerated at the Level 3 Service Operator pay rate.</p> <p>Leading Hand</p> <ul style="list-style-type: none"> • Monitoring and the preparation and portioning 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>Eurest Food Services Operator</p> <p>LEVEL 4</p> <p>An FSO (4) shall carry out a range of functions according to the skills and competencies required for the position at the BlueScope Steel Site.</p> <p>Employees are required to follow all reasonable directions from shift supervisor/manager</p>	<p>Supervisory functions</p> <ul style="list-style-type: none"> • Day to day supervisory responsibility for the functions of the employee during rostered hours of work. • Maintain a workflow within an allocated area of responsibility ensuring the available resources are fully utilised within the canteens. • Monitor the preparation, portioning and merchandising of food items. • Supervise staff in respect of time keeping and work procedures. • Control and monitor wastage. • Check deliveries and invoice content, reporting to Management any inaccuracies. • 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.

	<ul style="list-style-type: none"> • Carry out matters relating to cash handling with care and diligence. • Refer to Management matters relating to the disputes or grievance procedures. • Refer all matters relating to OH&S to Management. • Ensure that the work place is maintained in a clean and hygienic state. <p>Single Mobile Operator</p> <ul style="list-style-type: none"> • Work autonomously on Mobile Food Van. • Undertake all duties of Mobile Driver FSO 2.
<p>Eurest Services Operator 5.</p> <p>LEVEL 5</p> <p>A FSO 5 shall carry out a range of functions according to the skills and competencies required for the position at the BlueScope Steel Site.</p>	<p>Supervisor (TAFE qualification)</p> <ul style="list-style-type: none"> • Monitor the operation of the canteen and recommend changes in work practice to Management. • Perform extra duties as instructed by Management <p>Chef (Trade Qualified)</p> <ul style="list-style-type: none"> • Supervision of food preparation and monitor duties and performance of the Cooks and Cook's Assistant. <p>Qualifications required</p> <ul style="list-style-type: none"> • Implement Food Hygiene Procedures 9545A (TAFE Statement of Attainment) • Work Hygiene 9542H/PLSP (TAFE Statement of Attainment) • Certificate III in Hospitality (Operations) THH33002 • OH&S Risk Management for Supervisors (TAFE Statement of Attainment) <p>A Chef trade qualification is desirable but not essential.</p>

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, experience and qualifications).

14.3 Apart from those conditions as listed in 14.3.1 and 14.3.2, only employees as listed in the classifications in section 14.1 can work in the BOS Canteen, Commercial Building Kiosk, Flat Products Canteen, Northgate, Lindenfels and on Food Vehicles.

14.3.1 From time to time it is accepted that management may perform tasks in Food Service areas outlined in clause 14.3, and such consultation takes place.

14.3.2 Management may aid employees in the canteens, however, they will not replace shifts while employees are on authorised leave.

14.3.3 No management is to operate the canteens during a period of Industrial Action.

14.3.4 Where there is disagreement in the interpretation of Clause 14, both parties agree to deal with such disagreement by way of the Dispute Settling Procedure.

15. PAYMENT OF WAGES

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 HostPlus or STA 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.

16.3 Salary Sacrifice of Superannuation

This clause provides the mechanism whereby an employee can request an alternative system for the payment of a part of their wages. It is intended that this will benefit employees without imposing costs on the Company. The program is voluntary.

17. MIXED FUNCTIONS

Where any employee on any day performs two or more classes of work to which a differential rate fixed by this Agreement is applicable, such a person 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 AND WEEKEND WORK

18.1 The Company may require any employee to work reasonable overtime and such employee shall work overtime in accordance with such requirements.

18.2. Any full-time employee who works additional hours to that of the permanent roster 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 Part-Time employees, overtime shall apply each day after 10 hours have been worked and each day stands alone.

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 37 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 The Company may require an employee to work reasonable time on weekends. If agreed by the employee, these hours may form part of the employee's regular weekly roster and applicable penalty rates will apply.

18.6 An employee may refuse to work overtime, including weekend overtime, in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

18.6.1 Any risk to employee health and safety.

18.6.2 The employee's personal circumstances including any family responsibilities.

18.6.3 The needs of the workplace or establishment.

18.6.4 The notice (if any) given by the company of the weekend work and by the employee of his or her intention to refuse it; and

18.6.5 Any other relevant matter including the requirements of customers.

19. SHIFT PENALTIES

19.1 In addition to the rates set out in Section 39, 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 \$9.50 per weekday shift to all employees whose shift concludes at 7:00pm, or any time before 10:00pm, for the year commencing 1st April 2006 and \$10.00 per shift (as described above) in respect of the year commencing 1st April 2007. Any future such shift allowance reviews will utilise applicable percentage increases.

21. UNIFORMS

21.1 All employees will be provided with a total of three uniforms. They shall be issued annually, 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 2
- Name badge 1
- Uniforms suited to mobile food service operator to be provided, in consultation with mobile staff.
- Uniforms suited to evening function food service operator will be provided.

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 misconduct 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 Years 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>45 Years of 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, an employee must: -

No later than 2 hours before the commencement of the employee's 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 injuries;
- 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. The Company shall not process sick-pay accrual in such an instance without receipt of such evidence as deemed satisfactory.

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. The Company shall pay for such annual holiday in advance if so desired and indicated by the employee on the relevant Leave Application Form.

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 ordinary 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 (RDO's)

27.1.1 Where by virtue of the arrangement of their ordinary working hours an employee is entitled to a day off during their work cycle, such employee will make request to the Company, giving, where possible, 7 days' notice and in any event at least 3 days notice (or a lesser period by agreement) of their intention to take a Rostered Day Off. In the event of lesser periods of notice being given to the Company of the employee's intention to take a Rostered Day Off, approval will not be unreasonably withheld. After consultation with employees, and with regard to requirements of the business, the Company will advise employees of their nominated Rostered Day. Where Full-time employees 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.

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

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

27.1.4 Employees rostered on to work on their nominated Rostered Day will work the rostered 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.

- 27.1.5 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 although may be paid out or rostered off once such accrual has exceeded 2 weeks. By mutual agreement, the total amount, or any part thereof, of such time accrued may be paid out.
- 27.1.6 The intention of this clause of the Agreement is to provide for a maximum degree of flexibility in the implementation and the operation of the 38-hour week; also to prevent interference with production requirements.

28. PUBLIC HOLIDAYS

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 BlueScope Steel Site take their Picnic Day). The Union Picnic Day entitlement will apply to and therefore be available only to union financial members.

29. PARENTAL LEAVE

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

30. LONG SERVICE LEAVE

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

31. JURY SERVICE

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. RIGHT OF ENTRY

The Company shall provide payroll deduction services for union fees.

- 32.1.1 A duly accredited representative of the Australian Workers Union shall have the right to enter the companies' establishment to inspect records and interview on the premises an employee who is a member, or is eligible to be a member, of the union on the following conditions:
- 32.1.2 Prior arrangements have been made with a representative of the management in order to obtain admittance to the facility concerned.
- 32.1.3 Upon conclusion of business the visiting Union official shall immediately leave the premises.
- 32.1.4 That a visiting Union official shall not hinder or obstruct employees in the performance of their activities

32.2 Employee Representative

32.2.1 Delegates

The Company recognises the Union delegates who are elected by the employees as the on-site representatives of the Union.

32.2.2 Delegates on-site business

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.

Delegates will be allowed, subject to prior notification to a Manager, reasonable paid time to conduct on-site business.

32.2.3 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.

33. LEARNING & DEVELOPMENT

33.1 Compass Group 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 appropriate overtime rates. The company will advise employees when training will be conducted.

Any cost associated with standard fees for prescribed courses and prescribed textbooks incurred with the undertaking of training shall be reimbursed by the Company 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 the Company.

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, near misses 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 BlueScope Steel specific Safety Rules, Policies and Procedures that apply.
- 34.3 It is a further condition of employment that all employees wear all protective health and food safety equipment and such Personal Protective Equipment where advised.
- 34.4 Failure to comply with Company nominated standards as listed in the Compass Group Employee Handbook and the Compass Group Health, Safety and Environment Handbook as changed from time to time will lead to disciplinary action, which may include termination of employment.

35. EMERGENCY TRANSPORT

- 35.1 Should an employee be required to attend a call-out overtime 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 decide on whether 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 that provides a clear and attainable Key Performance Indicator tool for employees.

37.2

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

38. WAGES & PAY INCREASES

Employees will be entitled to a progressive increase in wage rates and allowance as defined as per this schedule throughout the term of this contract.

The first year of this agreement, employees will gain an increase of 4.5% on 1st April 2005.

The second year of the agreement employees will gain an increase of 4.5% on 1st April 2006.

The third year of the agreement employees will gain an increase of 4.5% on 1st April 2007.

39. CLASSIFICATIONS RATES & PAY INCREASES

A: FULL TIME & POST-APRIL 1ST 2001 PART-TIME EMPLOYEES

Classification	1st April 2005 4.5% increase	1st April 2006 4.5% increase	1st April 2007 4.5% increase
Food Services Operator 1			
WEEKDAYS	14.38	15.03	15.70
WEEKENDS	25.16	26.30	27.48
PUBLIC HOLIDAYS	35.95	37.57	39.26
Food Services Operator 2			
WEEKDAYS	15.04	15.71	16.42
WEEKENDS	26.31	27.50	28.73
PUBLIC HOLIDAYS	37.60	39.29	41.06
Food Services Operator 3			
WEEKDAYS	16.18	16.90	17.67
WEEKENDS	28.31	29.58	30.91

PUBLIC HOLIDAYS	40.44	42.26	44.16
Food Services Operator 4			
WEEKDAYS	17.37	18.15	18.97
WEEKENDS	30.40	31.77	33.20
PUBLIC HOLIDAYS	43.42	45.37	47.42
Food Services Operator 5			
WEEKDAYS	18.75	19.59	20.47
WEEKENDS	32.81	34.28	35.82
PUBLIC HOLIDAYS	46.87	48.98	51.18
Food Services Operator 6			
WEEKDAYS	TBA	TBA	TBA
WEEKENDS	TBA	TBA	TBA
PUBLIC HOLIDAYS	TBA	TBA	TBA

B: PRE-APRIL 1ST 2001 PART-TIME EMPLOYEES (including additional 10% loading)

Classification	1 st April 2005 4.5% increase	1 st April 2006 4.5% increase	1 st April 2007 4.5% increase
Food Services Operator 1			
WEEKDAYS	15.82	16.53	17.28
WEEKENDS	27.69	28.94	30.24
PUBLIC HOLIDAYS	39.55	41.33	43.19
Food Services Operator 2			
WEEKDAYS	16.54	17.29	18.06
WEEKENDS	28.95	30.25	31.61
PUBLIC HOLIDAYS	41.36	43.22	45.17
Food Services Operator 3			
WEEKDAYS	17.80	18.60	19.43
WEEKENDS	31.14	32.54	34.01
PUBLIC HOLIDAYS	44.50	46.50	48.59
Food Services Operator 4			
WEEKDAYS	19.10	19.96	20.86
WEEKENDS	33.43	34.93	36.51
PUBLIC HOLIDAYS	47.76	49.91	52.15
Food Services Operator 5			
WEEKDAYS	20.83	21.77	22.74
WEEKENDS	36.46	38.09	39.80
PUBLIC HOLIDAYS	52.08	54.42	56.87
Food Services Operator 6			
WEEKDAYS	TBA	TBA	TBA
WEEKENDS	TBA	TBA	TBA
PUBLIC HOLIDAYS	TBA	TBA	TBA

C: CASUAL

Classification	1 st April 2005 4.5% increase	1 st April 2006 4.5% increase	1 st April 2007 4.5% increase
Food Services Operator 1			
WEEKDAYS	17.25	18.03	18.84
WEEKENDS	30.19	31.55	32.97
PUBLIC HOLIDAYS	43.14	45.08	47.11

Food Services Operator 2			
WEEKDAYS	18.05	18.86	19.71
WEEKENDS	31.58	33.00	34.49
PUBLIC HOLIDAYS	45.12	47.15	49.28
Food Services Operator 3			
WEEKDAYS	19.42	20.29	21.20
WEEKENDS	33.98	35.51	37.11
PUBLIC HOLIDAYS	48.54	50.72	53.01
Food Services Operator 4			
WEEKDAYS	20.84	21.77	22.75
WEEKENDS	36.47	38.11	39.83
PUBLIC HOLIDAYS	52.09	54.44	56.89
Food Services Operator 5			
WEEKDAYS	21.05	21.99	22.98
WEEKENDS	36.84	38.49	40.23
PUBLIC HOLIDAYS	52.62	54.98	57.46
Food Services Operator 6			
WEEKDAYS	TBA	TBA	TBA
WEEKENDS	TBA	TBA	TBA
PUBLIC HOLIDAYS	TBA	TBA	TBA

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

**Signed for and on behalf of
Compass-Group
Australia Pty Ltd:**

(signature)

Andrew Graeme Sutherland
Name:

Designation: Area Manager, Euresst (Australia) Pty Ltd

Date:

Witnessed By:

(signature)

Oliver Vrtkovski
Name:

Employee Relations Manager
Euresst (Australia) Pty Ltd
Designation:

Date:

**Signed for and on behalf of
The Australian Workers' Union,
Port Kembla South Coast &
Southern Highland Branch:**

(signature)

Name:

Designation:

Date:

Witnessed By:

(signature)

Name:

Designation:

Date: