REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/47

Serve Tech Enterprise Agreement TITLE:

I.R.C. NO: 97/5871

DATE APPROVED/COMMENCEMENT: 6 February 1998

TERM: 36 months

NEW AGREEMENT OR

VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES:

COVERAGE/DESCRIPTION OF

EMPLOYEES: Service Technicians covered by the Electrical Contracting Industry (State)

Registered

Enterprise Agreement

Industrial Registrar

Award at 12 Cathrine Street, Kotara 2289

Serve Tech Pty Ltd -&- Darrin Coates and Garry Newton PARTIES:

SERVE TECH PTY LTD

ENTERPRISE AGREEMENT



1. PARTIES TO THE AGREEMENT

The enterprise agreement is made in accordance with the provisions of the NSW Industrial Relations Act 1996. The parties to this agreement are Serve Tech Pty Ltd. of 12 Catherine Street, KOTARA NSW 2289 of the one part and their employees of the other part with the occupation of Service Technician. Registered

Enterprise Agreement

It is agreed by the parties as follows:

2. TITLE OF AGREEMENT

Industrial Registrar This agreement shall be known as the Serve Tech Enterprise Agreement.

3 THE ENTERPRISE

The enterprise for which the agreement is made is Serve Tech Pty Ltd located at 12 Cathrine Street, KOTARA NSW 2289 from which the enterprise is conducted. Serve Tech Pty Ltd is a company that services catering equipment at the client's location.

4 TRADES /OCCUPATIONS

The trade/occupation covered by this agreement is Service Technician, the work involves servicing catering equipment including refrigerated equipment.

5. DURESS

This agreement was not entered into under duress by any party to it.

6. INCIDENCE

The agreement shall regulate partially the terms and conditions of employment previously regulated by the Electrical Contracting Industry, &c. (State) Award.

Except as provided by this Agreement, the conditions of employment of employees to whom this Agreement applies shall be those contained in the award. Where there is inconsistency between this Agreement and the Award, this Agreement prevails.

The ordinary hours of work shall be 40 per week, 8 hours per day between the hours of 6 am and 6 pm, Monday to Friday. No rostered day off system will operate.

Any work performed in excess of eight hours per day will be regarded as overtime. Overtime will be paid at time and one half for the first three hours and double time thereafter.

Any work commenced before 6 am or after 6 pm, excluding weekends and public holidays shall be paid at double time, hour for hour.

After hours work will be followed by a minimum rest break of nine hours. The time between an employee's normal starting time and re-commencement of work will not be payable. An employee may choose to re-commence work prior to the expiry of the nine hour period

9. TRAVEL AND EXPENSES

Travel to and from any job within 30 minutes of an employee's place of residence shall not be counted as time worked.

10. CALL OUT (STANDBY)

Employees will be on after hours call approximately one weekend in three including long weekends. A standby payment of \$25.00 per 24 hour period shall be paid regardless of whether employees are called out. Any time spent in labour or travel while on call will be paid at double time, hour for hour.

Registered

Enterprise Agreement

11, COMPANY VEHICLE

A vehicle will be provided to employees for work purposes, which may be used for incidental private use. This use has an estimated average benefit to each employee of approximately \$6630 per year. For private use, any travel exceeding a 100 kilometre radius of the employee's place of residence must be approved in advance.

12. MEAL ALLOWANCE

No meal allowances shall be paid for any purpose unless otherwise agreed by Serve Tech.

13. ANNUAL LEAVE LOADING

No loading shall be paid.

14. SICK LEAVE

Employees shall be entitled to 10 days paid sick leave per year. Sick leave accumulates from year to year for at least three years, that is sick leave not taken in each year of service will be available to the employee for a period of at least three years. Conditions for entitlement to sick leave shall be as the award.

15. UNIFORMS

Two sets of clothing and one pair of boots shall be provided per year. Uniforms must be worn at all times and kept in a clean condition.

16. LICENCES

Employees, while employed, shall allow Serve Tech to make full use of any licences they hold to enable the company to carry out its authorised business.

17. TERM

This agreement shall operate from the date of registration and shall remain in force for a period of three years unless varied or terminated earlier by the provisions provided by the Act.

18. WAGES

Employees wages shall be paid above award rates, with a minimum rate of at least 50 cents per hour above the award. Increases shall be negotiated in the month of October each year and shall be subject to the financial capacity of the business.

Signed for and on behalf of Serve Tech Pty Ltd

Signature

Printed Name and Occupation

Common Seal of Company

Witness K Gauld

Date 29.1.98

Printed Name and Occupation

AREN GATES — TECHNICIAN

Date 29.1.98