

ENTERPRISE AGREEMENT

NO: E.A. 9 /1992

DATE REGISTERED: 14-9-92

PRICE: \$ 18-00

UPPER CRUST

ENTERPRISE AGREEMENT 1992

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1. Title

This agreement shall be known as the Upper Crust Enterprise Agreement (and is hereafter referred to as 'the Agreement').

2. Arrangement

This Agreement is set out in the following manner.

Clause No.

Subject Matter

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3.	Parties Bound and Scope
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6.	Contract of Employment
7.	Minimum Wages
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3. Parties Bound and Scope

This Agreement shall be binding upon *Sylvia & Fran's, The Upper Crust Pty Ltd*, A.C.N. No. 003689334 (henceforth referred to as the 'Employer') whose place of business under this Agreement is 1003 Pittwater Rd., Collaroy, N.S.W. and in respect to all persons employed by the Employer at the said place of business at the time of making this Agreement and from time to time during the term of the Agreement.

4. **Operation**

This Agreement shall operate from the date of registration (which is noted as ¹¹⁺⁴ day of September 1992) and shall remain in force for 3 years from the said date of registration.

5. **Incidence**

The Agreement shall regulate totally the terms and conditions of employment previously regulated by the Shop Employees State Award and the Pastrycooks State Award save for apprentices where relevant clauses in the Pastrycooks State Award apply.

6. **Contract of Employment**

(a) Employees shall be engaged either as full time, part time or casual.

(b) Full-time and part-time employees shall be employed by the week and paid by the week.

(c) (i) Casual employees shall be employed by the hour and paid by the week provided that any such employee may agree for payment to be made on some other basis.

(ii) Casual employment may be terminated by either side at any time without notice

(d) The employment of full-time and part-time engaged employees may be terminated during the first month of employment (on probation) by 1 day's notice on either side and after 1 month's completed employment (following confirmation) by 1 week's notice given on either side at any time during the week, or by the payment or forfeiture as the case may be, of wages for the required period of notice.

(e) Nothing in this Agreement shall affect the right of the Employer to dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty or misconduct.

(f) An employee not attending for duty shall lose pay for the actual time of such non-attendance, except where such non-attendance is subject to clause 12 (c), Overtime; clause 13, Annual Leave; clause 14, Sick Leave; clause 15, Bereavement Support; clause 16, Public Holiday; and clause 17 Jury Service, of this Agreement.

(g) Employees are responsible for the care and safekeeping of all clothing and equipment issued to them and shall return each article to the Employer on request or on termination of employment. In default, the Employer may deduct from wages due, an amount equal to its replacement value less reasonable depreciation, having regard for the condition of the item.

7. **Minimum Wages**

(a) Full-time employees 21 years old and over, shall be paid for work during ordinary hours not less than the weekly rate for the relevant level assigned by the Employer as follows:

Level	Description	Minimum Rate for Ordinary hours per week
Level 1 Employees shall mean -	Employees having the requisite skills and experience for pastry cooking and sales duties above the standard required by level 2 employees as assessed by the employer.	\$396.00
Level 2 Employees shall mean -	Employees having the requisite basic pastry cooking skills as assessed by the employer.	\$345.00

(b) All employees have every reasonable support to acquire new and increased skills. Long term career oriented employment is preferred through retention of quality staff with a broad base of skills and experience. Staff appointed from outside the enterprise start on probation at the appropriate level 2 for pastry cooking and level 1 for sales. Otherwise progress within and promotion through levels is based on acquisition of skills and their application on the job.

(c) Full-time employees under 21 years of age, shall be paid for the work during ordinary hours not less than the relevant age related weekly rate being a percentage of the rate for level 1 or 2 as follows:

	Percentage
Under 18 years of age	66
At 18 years of age and Under 21 years of age	86

(d) Full-time employees (other than those in training) directed to perform all the duties of a job in a higher level for a continuous period of more than 5 working days shall be paid for such work not less than the rate specified for that level without regard to age.

(e) The Agreement does not cover Foreperson and Supervisor.

8. Part-time Employment

(a) The ordinary hours of work for part-time employees shall be worked, exclusive of meal breaks, according to clause 18 (b) and shall not be more than the ordinary hours of full time employees as prescribed in clause 11(a).

(b) Each part-time employee shall be paid a minimum pro rata rate per hour (according to age and/or level as the case may be) calculated by reference to clause 7 (a) or (c) and shall be paid on a pro rata basis for annual leave, public holidays and sick leave.

9. Casual Employment

(a) The ordinary hours of work for casual employees shall be worked, exclusive of meal breaks, according to clause 18 (b) and shall not be more than the ordinary hours of full time employees as prescribed in clause 11(a).

(b) A casual employee is engaged and paid as such on a minimum pro rata rate per hour (according to age and/or level as the case may be) calculated by reference to clause 7 (a) or (c) herein and in addition shall be paid in lieu on a pro rata basis for annual leave and sick leave each week.

10. Occupational Superannuation

(a) 3% of the ordinary rate of pay per week for each full time adult employee with six months continuous service will be contributed into a superannuation fund meeting the requirements set down by the Commissioner for Occupational Superannuation. The complying fund can be chosen by the employee and agreed by the Employer

(b) 3% of the ordinary rate of pay per week for each part-time adult employee with six months continuous service working more than 20 hours per week will be contributed into a superannuation fund meeting the requirements set down by the Commissioner for Occupational Superannuation. The complying fund can be chosen by the employee and agreed by the Employer

(c) Where an employee is absent, on leave without pay, whether or not such leave is approved, no contribution from the Employer shall be due in respect of that employee, in respect of the period of unpaid absence.

(d) The obligation of the Employer to contribute to the fund in respect of an employee shall cease on the last day of such employee's employment with the Employer.

11. Hours of Work

(a) the ordinary hours of work for full time employees shall be an average of 152 per four week period, exclusive of meal breaks, to be worked Monday to Sunday and shall not exceed more than 12 hours on any day.

(b) Roster of hours - The ordinary hours of work will be notified to each employee and shall specify commencing and finishing times.

(c) part-time and casual: the ordinary hours of part-time and casual employees shall not exceed 12 per day.

(d) wherever reasonably possible work shall be arranged so that an employee shall have at least 10 consecutive hours off duty between work on successive days.

12. Overtime

(a) Full-time employees shall perform such work in excess of ordinary hours as reasonably required by the Employer.

(b) Full-time employees shall be paid at the rate of time and one-half in the first six hours and double time thereafter for work in excess of 152 hours in any consecutive four week period.

(c) By mutual agreement between Employer and employee an overtime entitlement of an employee may be liquidated by an employee having time off in lieu of payment at the rate of single time for each hour of overtime worked. Such time off shall be taken within three months of falling due, failing which payment of the overtime will be made.

13. Annual Leave

(a) See *Annual Holidays Act 1944*

(b) Paid leave at the rate of four weeks per annum shall accrue annually to each full-time and part-time employee. Such leave of absence shall be in addition to all public holidays. Any employee whose services are terminated or who leaves the service of an Employer shall be entitled to proportionate leave (excluding leave loading) or pay in lieu thereof.

(c) Annual leave loading for the period accrued in 12 (twelve) months shall be calculated at 17½ % of the current rate actual rate of pay payable to the employee and paid by the week.

14. Sick Leave

(a) A full-time or part-time employee who is unable to attend or remain at his/her place of employment by reason of personal illness or personal incapacity not due to the Employee's wilful misconduct shall be entitled to absence paid at the appropriate ordinary hourly rate as follows:

- (i) one weeks pay during the first year of employment;
- (ii) six days pay during the second year of employment;
- (iii) eight days pay during the third year of employment;
- (iv) ten days pay during the fourth and subsequent year of employment.

(b) Provided that the employee complies with the conditions prescribed hereunder:

- (i) The employee shall, where practicable, advise the Employer of his or her inability to attend for work on the morning of the absence and as far as possible the nature of the illness and the estimated period of absence; and
- (ii) if so required by the Employer, the employee shall produce a medical certificate or other reasonable evidence to prove the employee's inability to attend for duty on the days in respect of which sick leave is claimed.

(c) The foregoing provisions are not intended to limit the Employer dealing with particular cases on a more generous basis.

15. Bereavement Support

(a) Bereavement Support - Full and part-time employees on weekly hiring shall be entitled to a maximum of 3 days without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the employee's husband, wife, father, mother, sister, child, stepchild, grandparents or parents-in-law. For the purpose of this clause the words "wife" and "husband" shall include de facto wife or husband and the words "father" and "mother" shall include foster father or mother and stepfather or mother.

(b) The foregoing provisions are not intended to limit the Employer dealing with particular cases on a more generous basis

16. Public Holidays

(a) The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day and Boxing Day or any other gazetted public holiday are observed as special days appointed by proclamation as public holidays shall for purposes of this Agreement not be differentiated for special rates of pay and shall be subject to provision of clause 11 of this Agreement.

(b) Where an employee is rostered to work on a public holiday that employee shall be entitled to time off in lieu equal to the hours worked on the public holiday on a day to be agreed with the Employer.

17. Jury Service

(a) An employee required to attend for jury service during ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time that would have been worked had the employee not been on jury service.

(b) An employee shall notify the Employer as soon as possible for the date required to attend for jury service. Further the employee shall give the Employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

18. Meal Breaks and Refreshments

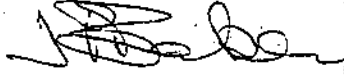

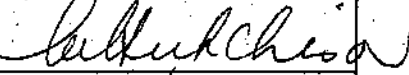
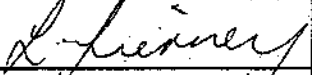
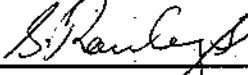
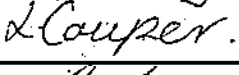
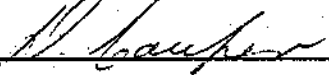
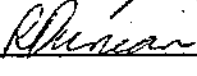
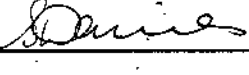
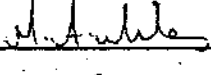
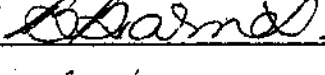
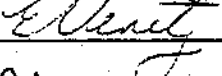
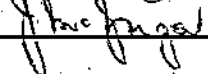
- (a) Non-paid meal breaks shall be as arranged between the Employer and the employee.
- (b) During any shift of eight hours or more, employees shall be allowed opportunities for a paid refreshment break or breaks of no more than twenty minutes duration in aggregate and not less than five minutes for any one break, in such manner as to not interfere with the continuous running of the establishment.

19. Disputes Procedure

- (a) All disputes or grievances arising within the enterprise shall as far as practical be resolved through consultation among all of the parties within the enterprise. Accordingly the following procedure shall be followed:
 - (i) initially the staff member shall discuss any grievance, dispute or claim with the immediate supervisor
 - (ii) where there is no satisfactory resolution arising from discussions between the employee and his/her supervisor they may agree to involve other employees on a confidential and informal basis from any level or section of the enterprise.
 - (iii) where there is no satisfactory resolution through informal discussions among nominated employees the aggrieved employee may after informing his supervisor take the matter for resolution to a Proprietor of the enterprise.
 - (iv) should the matter involve interpretation of this Agreement the employee and Proprietor may agree on the involvement of an impartial third party from outside the organisation who can assist them reach a mutually acceptable outcome.
- (b) If not settled the parties may request the matter to be taken up through the due processes with the Industrial Relations Commission.

20. No Duress.

The Upper Crust Enterprise Agreement 1992 was not entered into under duress by any of the following persons who are party to it:



Name	Residential Address and Telephone Number	Signature
Jacqueline Baker	13 COLLARBY ST. 2097	
Loretta Hankin	41 Westmoreland Ave Collaroy	
Margaret Heibelisa	1005 Pittwater Rd, Collaroy	
LISA TIERNEY	39 Louisa Cres. Collaroy	
STEVE RAWLINGS	2A/4 LISMORE AVE DEE WHY	
LISA COUPER	10 WAIBIAL AVE BELROSE	
Diana Couper	10 WAIBIAL AVE BELROSE	
ROSLINNE DUNCAN	11 PENRITH AVE WHEELER HTS	
SALLY DAVIES	13 OXLEY PLACE FRENCHS FOREST	
Michelle Miles	4 Woodward St Cromer	
BEVERLEY BARNES	30 IRRUBEL ROAD NEWPORT	
E. Venity	194 FISHER RD. ATH CROMER	
JOAN M. GRIGOR	26/35 RICHMOND AVE DEE WHY	

Employer Name

Sylvia & Fran's, The Upper Crust Pty. Ltd.

A.C.N. No. 003689334

Director

Signed under the Authority
of the Board.