

ENTERPRISE AGREEMENT

NO: E.A. 276 /1993

DATE REGISTERED: 7-9-93

PRICE: \$ 18-00

THE OASIS CENTRE
ENTERPRISE AGREEMENT

PREAMBLE

This Enterprise Agreement is designed to create greater flexibility in employment practices within the enterprise conducted by Ilesheen Pty Limited trading as The Oasis Centre and to accord to employees of that enterprise more stable employment and greater access to training and career enhancement.

1. PARTIES BOUND

The parties to this agreement are:-

- 1.1. ILESHEEN PTY LTD in so far as that company operates one or more restaurants at 55-57 Beaumont Street, Hamilton, NSW ("The employer").
- 1.2. All of the employees of the employer engaged in any of the occupations set out in Clause 6 of this agreement during the currency of this agreement ("the employees")

2. STATUS AND AIM OF AGREEMENT

- 2.1. This agreement shall determine all of the terms and conditions of employment of the employees which are capable of inclusion in the Restaurant Employees (State) Award and operates to the full and total exclusion of the provisions of that award.

To the extent of any inconsistency between the above award and this agreement, the agreement shall prevail.

- 2.2. The parties to this agreement declare that it has been fully discussed between them and that no party has entered into it under duress.

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3. DATE AND PERIOD OF OPERATION

- 3.1. This agreement shall commence on the day of its registration by the Industrial Registrar, which is noted to be ~~...7...9...93..~~ and shall operate for a period of one year thereafter.

4. HOURS STATUS AND ROSTERING

- 4.1. The maximum ordinary hours of employment shall not exceed 40 per week if averaged over a 52 week period.
- 4.2. All employees shall be designated by the employer at the time of engagement as either full-time, part-time or casual.
- 4.3. Each full-time or part-time employee will be given a regular roster. This roster may be altered by mutual agreement between the employer and the employee or by the employer giving to the greatest extent practicable, not less than twenty four hours notice to the employee where possible. Rosters will be clearly displayed by the employer in a prominent place.
- 4.4. Employees engaged in serving customers or engaged as salad or sandwich hands may be required to work for a minimum of five hours in any one day and for a minimum of twenty five hours in any one week, Sunday to Saturday or by such other arrangement as is mutually agreed.
- 4.5. All hours worked in excess of ordinary hours shall be worked by mutual agreement between the employer and the employee and shall be remunerated at the same rate per hour as those ordinary hours.

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5. TERMINATION OF EMPLOYMENT

- 5.1. Employment of a full-time or part-time employee may be terminated by the provision of one weeks notice by the party terminating to the other party. The employment of a casual employee may be terminated by the provision of one hours notice by the party terminating to the other party. This does not prevent the employer from terminating an employee without notice where the employer reasonably believes the employee to be guilty of serious and / or wilful misconduct, negligence or incompetence.

6. WAGE RATES

- 6.1. All employees shall receive an hourly rate for ordinary hours of employment that is, in aggregate, not less than the rate which would have otherwise been applicable from time to time under the Restaurant Employees (State) Award which would apply to them if this agreement had not been made. The rates paid to employees covered by this agreement shall, having regard to this sub-clause 6.1, be held to comprehend and include full compensation for all penalties and additional payments provided for by the Restaurant Employees (State) Award.
- 6.2. Employees engaged in any of the occupations set out in clause 6 who regularly work on both Saturday and Sunday shall not over a 52 week period work in excess of 35 weekends.
- 6.3. Wage rates for every hour worked by full-time employees engaged in serving customers or engaged as salad/sandwich hands, irrespective of the day of the week or time of the day shall be no less than \$8.39.

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- 6.4. Wage rates for every hour worked by part-time employees engaged in serving customers or engaged as salad/sandwich hands, irrespective of the day of the week or time of the day shall be no less than \$9.13.
- 6.5. Wage rates inclusive of payment of annual leave entitlements, for every hour worked by casual employees engaged in serving customers or engaged as salad/sandwich hands, irrespective of the day of the week or time of day shall be no less than \$11.96.
- 6.6. Wage rates for every hour worked by employees engaged as "trainee floor staff", irrespective of the day of the week or time of the day shall be no less than \$8.00. An employee may be employed in this classification for a period not exceeding three months.
- 6.7. Any reference to "trainee floor staff" in this agreement shall be held to be a reference to a trainee in the calling of food and beverage service.
- 6.8. Wage rates for every hour worked by a full-time employee engaged as a cook alone, irrespective of the day of the week or the time of the day shall be no less than \$8.83.
- 6.9. Wage rates for every hour worked by a part-time employee engaged as a cook alone, irrespective of the day of the week or the time of the day shall be no less than \$9.61.
- 6.10. Wage rates inclusive of payment of annual leave entitlements, for every hour worked by a casual employee engaged as a cook alone irrespective of the day of the week or time of the day shall be no less than \$12.59.

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4.

6.11. Wage rates may be varied only as follows during the currency of this agreement.

6.11.1. Each employee shall have his or her personal wage rate reviewed every six months. As a result of each review each employee may, subject to 6.1. above, have his or her wage rate increased or decreased at the discretion of the employer.

Uniforms

6.12. Employees may be required to wear a t-shirt with the employer's trade emblem while working. Every employee shall receive on commencing work one t-shirt so marked. Employees shall be required to meet the expense of additional t-shirts. Such uniform shall be laundered at the employee's expense.

Junior Employees

6.13. The minimum rates of wages to be paid to junior employees shall be as follows:-

	<u>Percentage of rate for employee serving customers</u>
17 years and under	70%
18 years and over	100%

6.14. Employees making use of the facilities of the Oasis Centre as paying customers shall receive a 10% discount on all food purchased and will pay "staff prices" (being a price determined by the employer as 'cost') for all drinks.

6.15. Subject to the approval of the supervisor on duty, employees designated as eligible by the employer shall receive a subsidy to be determined by the employer for the purpose of transport to their home by taxi. This subsidy shall be available only at night and where there is no reasonable means of public transport available to the employee.

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7. ANNUAL LEAVE AND PUBLIC HOLIDAYS

- 7.1. Annual leave shall be in accordance with the Annual Holidays Act 1944. An employee shall be required to give no less than four weeks notice of preceding on annual leave.
- 7.2. The employees agree that the wage rates provided in clause 6 above include compensation for work on any public holiday provided that an additional payment to be determined by the employer shall be received by an employee required to work Christmas Day.

8. SICK LEAVE

- 8.1. All full-time and part-time employees shall be entitled to 7 days sick leave during each year of employment. For the purpose of this clause each year of employment shall conclude on the anniversary of the commencement of the employee's employment. Unused sick leave shall not accumulate from year to year.
- 8.2. For the purposes of this clause "day" shall mean one fifth of the ordinary hours worked in a week by an employee claiming payment under this clause.

9. MEALS

- 9.1. Employees will be allowed an unpaid meal break of not less than 30 minutes after a maximum of six hours continuous work.
- 9.2. A meal shall be provided by the employer to employees. This meal shall be provided during the employees shift at a time determined by mutual consent between the employee and employer.

10. PAYMENT OF WAGES

- 10.1. Wages shall be paid weekly on Thursdays by cash except where other arrangements are made necessary due to circumstances beyond the employer's control.

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11. BEREAVEMENT LEAVE AND COMPASSIONATE LEAVE

- 11.1. On the occasion of the death within Australia of a full-time or part-time employee's father, mother, husband, wife (including de facto husband or wife), brother, sister, son, daughter, stepchild or parent-in-law, and on the production of evidence satisfactory to the company, the employee will receive a maximum of 3 days leave on full pay.
- 11.2. At the discretion of the employer, employees shall be eligible after twelve months continuous employment, for paid leave for compassionate purposes.

12. JURY SERVICE

- 12.1. When required to attend for jury service, a full-time or part-time employee shall receive leave of absence and shall be paid for up to two weeks by the employer an amount equal to the difference between the fee received from the court for jury service and the ordinary time rate the employee would have been paid, had he or she worked.

13. PARENTAL LEAVE

- 13.1. Maternity and paternity leave shall be granted in accordance with the provisions of Chapter 2, Part 2, Division 3 of the Industrial Relations Act 1991.

14. MULTI-SKILLING AND TRAINING

- 14.1. With the approval of the employer, employees engaged in serving customers may from time to time work as sandwich or salad hands and staff employed as salad or sandwich hands may from time to time work in serving customers. This multi-skilling shall be for the purpose of broadening the skills of the employees concerned, who shall receive no extra remuneration during periods of multi-skilling.

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- 14.2. With the approval of the employer, employees may at the employer's expense enrol in relevant external courses. In addition, employees may be required from time to time to undertake internal training devised by the employer.

15. SUPERANNUATION

- 15.1. Contributions shall be in accordance with the Superannuation Guarantee (Administration) Act 1992.

16. DISPUTES PROCEDURE

- 16.1. If one or more employees has a grievance with the employer concerning any matter capable of being included in an award or concerning the interpretation, application, or operation of this agreement or concerning discrimination in employment within the meaning of the Anti-discrimination Act 1977, it shall be resolved as follows:

- (a) Work shall continue normally.
- (b) In the first instance it shall be discussed between the employees and management.
- (c) In the event that the parties cannot resolve the grievance by negotiation, it shall at the expense of the employer be referred to an arbitrator mutually agreeable to the parties. In the absence of an agreement as to the identity of the arbitrator, that arbitrator shall be the longest serving Conciliation Commissioner appointed pursuant to the Industrial Relations Act 1991 or a person selected by that Conciliation Commissioner.

17. NO DURESS

This enterprise agreement was not entered into under any duress by any of the following persons who are a party to it.

<u>NAME</u>	<u>RESIDENTIAL ADDRESS & TELEPHONE NUMBER</u>	<u>SIGNATURE</u>
Cheryl Ford	57 Croft Road, Eleebana 469 952	<i>Cheryl Ford</i>
Jenny Maverick	1/102 Bridge St, Waratah 680 600	<i>J. Maverick</i>
Kabel Vafiopolous	1/102 Bridge St, Waratah 680 600	<i>K. Vafiopolous</i>
Margaret Mernagh	74 Verulan Road, Lambton 52 6316	<i>M. Mernagh</i>
Sharon McFadden	7 Flinders St, East Maitland 335 503	<i>S. McFadden</i>
Chris Anning	81 Rae St, Birmingham Gardens 501 350	<i>Chris Anning</i>
Jenny McFarland	109 Lott St, Carrington 62 3884	<i>J. McFarland</i>
Nick Cause	2/100 Beaumont St, Hamilton	<i>N. CAUSE</i>
Anna Bowdler	Ingall St, Mayfield 673 409	<i>A. Bowdler</i>

Employers Name

Ilesheen Pty Ltd
Trading as:
Hamilton Healthy Habits & Oasis Pizza

.....
L. Stahl
.....
Director

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