

ENTERPRISE AGREEMENT

NO: E.A. 341 /1993

DATE REGISTERED: 12-11-93

PRICE: \$ 16.00

FOUNTAIN RESTAURANTS

ENTERPRISE AGREEMENT

PREAMBLE

This Enterprise Agreement is designed to create greater flexibility in employment practices within the enterprise conducted by Sleiman Trading Pty Limited trading as The Fountain Cafe and the Fountain Bistro and Bar 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. SLEIMAN TRADING PTY LTD in so far as that company operates the Fountain Cafe at 18-20 Darlinghurst Road, Kings Cross, NSW and the Fountain Bistro and Bar at 1-7 Elizabeth Bay Road, Elizabeth Bay, NSW ("The employer"); and
- 1.2. The Works Committee ("the Fountain Restaurants Works Committee") formed by 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.

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 and shall operate for a period of one year thereafter.

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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 engaged as either permanent or casual.
- 4.3. Each permanent 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.

5. TERMINATION OF EMPLOYMENT

- 5.1. Employment of permanent employees may be terminated during the first month of employment at a moments notice and after one month of employment one weeks notice by the party terminating to the other party. The employment of a casual may be terminated at any time without notice. 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. DEFINITIONS

- Chef Shall mean an employee engaged in the general supervision of the kitchen and staff employed therein, who orders or causes to be ordered all kitchen stocks and stores and who may carry out the duties of cook.
- Cook Shall mean an employee who is engaged to do the work of a cook.
- Supervisor Shall mean an employee appointed by the employer to supervise customer support employees.
- Customer Support Employee Shall mean an employee engaged in serving customers.
- Restaurant Assistant Shall mean an employee engaged in general cleaning duties and/or in the work of maintaining the kitchen, cooking equipment and utensils in clean order and condition, in assisting the cook in preparation and/or serving.

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Trainee Customer Support Employee Shall mean a trainee in the calling of Food and Beverage Service. An employee may be employed in this classification for a period not exceeding 6 months.

7. WAGE RATES

7.1. No employee who on average during the term of the agreement works for ordinary hours under this agreement shall be disadvantaged from the situation, if award provisions referred to by Section 122 of the Industrial Relations Act (NSW) 1991 apply.

7.2. Permanent employees - Any permanent employee 21 years of age or over shall be paid not less than the hourly rates of pay set out opposite the classification which the employee is allocated by the employer.

Chef	\$9.73
Cook	\$9.29
Supervisor	\$8.48
Customer Support Employee	\$8.32
Restaurant Assistant	\$8.27
Trainee Customer Support Employee - second 3 months	\$6.98
Trainee Customer Support Employee - first 3 months	\$6.54

7.3. Casual employees - Any casual employee 21 years of age or over shall not be paid less than the hourly rates of pay inclusive of annual leave entitlements set out opposite the classification which the employee is allocated by the employer.

Chef	\$13.85
Cook	\$13.22
Supervisor	\$12.10
Customer Support Employee	\$11.87
Restaurant Assistant	\$11.80

7.4. Employees engaged in any of the occupations set out below who regularly work on both Saturday and Sunday shall not over a 52 week period work in excess of 40 weekends;

Supervisor
Customer Support Employee
Restaurant Assistant

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7.5. Employees engaged as either a Chef or Cook who regularly work on both Saturday and Sunday shall not over a 52 week period work in excess of 48 weekends;

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

7.6.1. 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.

Junior Employees

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

	<u>Percentage of rate for Customer Support Employee</u>
17 years and under	62%
18 years	68%
19 years	78%
20 years	88%

8. OVERTIME

8.1. 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. Such hours shall be worked on a voluntary basis by the employee.

8.2. By mutual agreement between the employer and the employee overtime may be converted to time off in lieu of payment at the rate of single time for each hour of overtime worked.

9. LEAVE

9.1. Annual Leave

Annual leave shall be in accordance with the Annual Holidays Act 1944.

9.2 Sick Leave

- 9.2.1. All permanent employees with not less than 3 months continuous service shall be entitled to 7 days sick leave on full pay during each year of employment. For the purposes 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.
- 9.2.2. 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.
- 9.2.3. The employee shall furnish a doctors certificate or proof as required by the employer of an inability on account of such illness or injury, to attend for duty on the day or days for which sick leave payment is claimed.

9.3 Bereavement Leave

- 9.3.1. On the occasion of the death within Australia of a permanent 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 employer, the employee will receive a maximum of 3 days leave on full pay.

9.4 Jury Service

- 9.4.1. When required to attend for jury service, a permanent employee shall receive leave of absence and shall be paid for up to two weeks by the employer on 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.

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9.5 Parental Leave

9.5.1. Parental leave shall be granted in accordance with the provisions of Chapter 2, Part 2, Division 3 of the Industrial Relations Act 1991.

9.6 Long Service Leave

9.6.1. Long Service Leave shall be in accordance with the Long Service Leave Act 1955.

9.7 Workers Compensation and Rehabilitation

9.7.1. See Workers Compensation Act 1987.

10. MEALS

10.1. Employees will be allowed an unpaid meal break of not less than 30 minutes after a maximum of six hours work.

11. PAYMENT OF WAGES

11.1. Employees shall be paid weekly and may be paid by cheque or via electronic funds transfer into a financial institution account nominated by the employee at the expense of the employer.

12. MULTI-SKILLING AND TRAINING

12.1. With the approval of the employer, employees may from time to time train in a higher or lower classification. This multiskilling shall be for the purposes of broadening the skills of the employee concerned, who shall receive no extra remuneration during periods of multiskilling.

12.2. Employer initiated training - Employees shall undertake training and retraining as required by the employer. The employer will pay all costs associated with training whether it is formal, internal, external or on the job. Time off without loss of pay will be provided. However, if external training extends beyond the ordinary hours of work the employee shall make the time available without payment.

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- 12.3. Employee initiated training - After 12 months continuous service employees planning to undertake further training should discuss the matter with the employer. The employer will consider reimbursing part or all of the costs associated with the training up to a value of \$500.00, provided that the training has relevance to the employer's future or current needs.

The employer may approve any reasonable time off work without pay for attendance at such training including examinations and study leave.

13. SUPERANNUATION

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

14. DISPUTES PROCEDURE

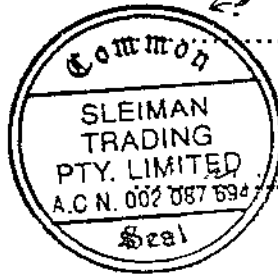
- 14.1. If one or more employees has a grievance with the employer concerning any matter capable of being included in an award or concerning the interpretation, application, or operation of this agreement or concerning discrimination in employment within the meaning of the Anti-discrimination Act 1977,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

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The Common Seal of
SLEIMAN PTY LIMITED
was affixed here to on
the *fifth* day of
October 1993.



[Signature]
.....
Director



[Signature]
.....
Director

Executed on the *fifth* day
of October 1993 for and
on behalf of THE FOUNTAIN
RESTAURANTS WORKS COMMITTEE
in the presence of

[Signature]
.....
B. Hea

[Signature]
.....
Witness

W. Hough 5/10/93
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