

ENTERPRISE AGREEMENT

NO: E.A. 363 /1993

DATE REGISTERED: 3/12/93

PRICE: \$ 20.00

ENTERPRISE AGREEMENT date

1993

BETWEEN:

- (1) SILVIO'S DIAL-A-PIZZA PTY/LTD
- (2) THE TRANSPORT WORKERS' UNION OF AUSTRALIA, NEW SOUTH WALES BRANCH

RECITAL

The representatives of the parties have met in conference and have mutually agreed and determined that the remunerations and conditions of employment as set out herein shall apply to persons engaged by the company at retail outlets throughout NSW.

OPERATIVE PROVISIONS

1. Title

This Agreement shall be known as the "Silvio's Dial-A-Pizza Pty/Ltd - Delivery Drivers Enterprise Agreement".

2. Term

The Agreement shall be operative from the date of registration and shall remain in force for a period of twelve (12) months.

3. AREA AND INCIDENCE

- (a) This Agreement shall apply to the employer and persons employed by the employer.
 - (i) in the occupations of Delivery Drivers.
 - (ii) at retail outlets operated by Silvio's Dial-A-Pizza Pty/Ltd throughout NSW
- (b) The Enterprise for which this Agreement is made and the occupations to which it relates are those identified in Sub-Clause: (a).

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4. DURESS

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

5. CONDITIONS OF EMPLOYMENT

- (a) Except as provided by this Agreement the conditions of employment of employees to which this Agreement applies shall be those contained in the Transport Industry - Retail (State) Award.
- (b) The making of this Agreement does not preclude the making of further Agreements during the terms of this Agreement or any other conditions of employment.

6. HOURS OF WORK

The ordinary working hours for employees shall not exceed 38 hours per week.

The spread of ordinary working hours of employees shall be between 10.00am and 12 midnight.

7. MEAL BREAKS

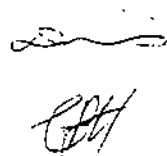
A meal break of not less than 30 minutes and not more than 1 hour shall be taken between the fourth and sixth hour from the time of commencement of work.

8. WAGES

The minimum weekly wage to an adult employee shall be as set out in appendix (a).

- (i) Junior employees shall be paid the following percentages of the minimum adult rate of pay.

- 18 years of age 75%
- 19 years of age 85%
- 20 years of age 90%



WAGES - continued

Payment shall be made for all time worked up until the actual finishing time.

9. WEEKEND PENALTY RATES.

- (i) All ordinary time worked by full-time employees (other than casuals and part-time employees) on a Saturday or Sunday shall be paid for at one and a half times the ordinary rate.

10. CASUAL EMPLOYEES.

- (i) Casual employees shall be paid at the rate of 1/38th of the appropriate weekly rate, plus an additional loading as prescribed in Sub-clause (iv) hereof.
- (ii) Casual employees shall be entitled to a minimum of two (2) hours per engagement.
- (iii) Casual employees shall be entitled to a minimum of three (3) hours per engagement for public holidays.
- (iv) These loadings are payable separately and are not to be compounded.
 - 19% for all ordinary hours worked.
 - 69% where the rate of pay is prescribed as time and a half.
 - 119% where the rate of pay is prescribed as double time and a half.

11. PART-TIME PROVISIONS

- (i) The ordinary working hours for part-time employees shall not be less than three or more than five days of the week. The ordinary daily working hours shall be worked continuously, excluding meal breaks, and shall not be less than three hours or more than eight hours per day.
- (ii) Part-time employees shall be paid at the rate of one-thirty eighth of the appropriate full-time rate prescribed in Clause: 4.

PART-TIME PROVISIONS - continued

(iii) Part-time employees shall be entitled to all leave benefits on a pro-rata basis, and all holidays as mentioned in Clause: 15 of the Retail Award.

12. LATE WORK PENALTY

For all ordinary time worked by full-time and part-time employees on Monday to Friday inclusive between 8.00pm and 12 midnight, the employees shall be paid an additional \$0.85/hour. This Sub-clause shall not apply to casual employees.

13. ROSTERS.

All employees shall be notified of their starting and ceasing times by Rosters posted in each outlet. Rosters as far as practicable shall be made up and posted seven days in advance. Except in cases of sickness or absenteeism of where the employer and the employee mutually agree 24 hours notice of change of Roster shall be given by either party.

14. ENGAGEMENT.

All employees shall be advised at the time of engagement whether they are a "Full-time, Part-time, or Casual Employee".

15. PAYROLL DEDUCTIONS.

The company agrees to deduct the Union subscriptions, each week, from the employees and undertakes to remit the said subscriptions to the Union at regular monthly periods.

16. PROCEDURES RELATING TO GRIEVANCES OF INDIVIDUAL EMPLOYEES

The following procedures should be followed when an individual employee has a grievance.

- (a) The employee must notify (in writing or otherwise) the employees immediate supervisor as to the substance of the grievance, request a meeting with the employees immediate supervisor for discussions and state the remedy sought.
- (b) If the grievance remains unresolved following the meeting requested by the employee and the employer on a graduated steps basis with a view to resolution at higher levels of authority. The steps outlined in Clause: 17 may be followed where appropriate.
- (c) Reasonable time limits must be allowed for discussion at each level of authority.
- (d) At the conclusion of the discussion, the employer must provide a response to the employees grievance if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (e) While the procedure is being followed, normal work must continue.
- (f) The employee may be represented by the Union.

17. PROCEDURES RELATING TO DISPUTES ETC. BETWEEN EMPLOYERS AND THEIR EMPLOYEES.

(a) Intention

The employees, the Union and the employer undertake to take all necessary steps to ensure that Delegates, Officers, Officials, Employees/Union members, Executives and Company staff follow the procedure as set out herein. The intention being that any or all disputes shall be promptly resolved by conciliation in good faith without work restrictions, bans or stoppages occurring. The parties shall respectively notify each other as soon as possible of any industrial matter that might give rise to a dispute.

(b) The Procedure

- (i) In the event of a dispute of difficulty arising at job level, the Union Delegate and Management shall immediately confer and shall attempt to resolve the matter without delay.
- (ii) If no agreement is reached, a Union Organiser shall discuss the matter in dispute with the Regional Manager (or his nominee).
- (iii) If the matter in dispute remains unresolved, the National Manager of Silvo's Pizza Plus (or his nominee) shall meet the State Secretary of the Union (or his nominee)
- (iv) If the foregoing steps fail to resolve the issue within a reasonable time, the matter in dispute shall be referred by either party to the Industrial Relations Commission for Determination.

PROCEDURES RELATING TO DISPUTES ETC. BETWEEN EMPLOYERS
AND THEIR EMPLOYEES - continued

(c) Right to Refer to the Commission.

The above steps shall not preclude reference of a dispute to the Industrial Relations Commission at any stage of this procedure if a party believes it necessary. In these circumstances, the Industrial Relations Commission shall retain its discretion to refer the parties back to a continuation of this procedure where the Industrial Relations Commission considers that course appropriate.

(d) Continuity of Work.

Pending the completion of the procedure set out in this Clause, work shall continue without interruption and all parties agree to use their best endeavours to ensure that continuation.

(e) Preservation of Rights.

The ultimate terms of settlement of the dispute shall not be affected in any way nor shall the rights of any person involved in or affected by the dispute be prejudiced by the fact that work has continued normally without interruption.

(f) Procedures and Obligations.

The procedures and obligations contained herein shall be equally binding on the parties to this Agreement. The decisions of the Industrial Relations Commission shall be accepted and adhered to by all parties subject to their rights under the Industrial Relations Act 1991.

18. DEFINITIONS

"Award" shall mean the Transport Industry - Retail (State) Award or any other Award replacing, succeeding or modifying that Award which binds the employer.

"Union" shall mean the Transport Workers Union of Australia, New South Wales Branch.

"Employer" shall mean Silvo's Dial-A-Pizza Pty/Ltd

19. NO PRECEDENT

It is agreed that no part of this Agreement shall be used as a precedent by either party in any other negotiations or proceedings.

20. SAVINGS CLAUSE

Nothing in this agreement will reduce the wages and conditions of employment for those employees whom are employed by the company prior to the agreement taking effect.

SIGNED for and on behalf of
Silvio's Dial-A-Pizza Pty/Ltd
in the presence of:

[Handwritten signature]

MARGARET BRADLEY

Witness:
Name (printed):

Date:

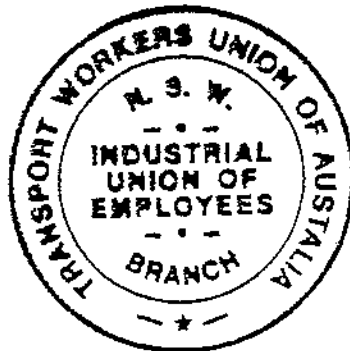
SIGNED for and on behalf of
the Transport Workers' Union
of Australia (New South Wales)
Branch:

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[Handwritten signature]

Witness:
Name (printed):

Date:



APPENDIX A - WAGE SCHEDULE.

(i) WAGES - DELIVERY DRIVERS

AGE	FULL/PART TIME	CASUAL (APPROX)
18 (75%)	\$6.8961/HOUR	\$8.2063/HOUR
19 (85%)	\$7.8155/HOUR	\$9.3005/HOUR
20 (90%)	\$8.2753/HOUR	\$9.8476/HOUR
20+	\$9.1947/HOUR	\$10.9417/HOUR

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