

ENTERPRISE AGREEMENT

NO: E.A. 60 /1993

DATE REGISTERED: 29-4-93

PRICE: \$ 16-00

PLAYERS
NORTH ENTRANCE
KIOSK
ENTERPRISE AGREEMENT
1992

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1 PARTIES BOUND

The parties bound by this agreement are A.J. & P.A. Player of 92 Hutton Rd, North Entrance 2261 (here after named the employer) and the persons employed in the classifications of shop assistants at Players' Kiosk, located in Dunleith Caravan Park Hutton Rd North Entrance. All persons so employed shall here after be referred to as the employee/s.

2 TITLE OF THIS AGREEMENT

This agreement shall be known as the: " PLAYERS' NORTH ENTRANCE KIOSK AGREEMENT."

This agreement shall regulate and replace the terms and conditions of employment previously regulated by the SHOP EMPLOYEES (STATE) AWARD, except as to the minimum hourly rates as provided in the award. This agreement applies in relation to persons employed as retail shop employees at the North Entrance Kiosk.

This agreement consisting of six pages is made in pursuance of the INDUSTRIAL RELATIONS ACT (1991) in accordance with the provisions of Part 3 Div 2 (sections 115-142 of the said ACT, entered into on the 7th day of January 1992 between the employer, on the one part, and all employees, who are engaged as defined by this agreement, on the other part.

The conditions of employment are regulated by this agreement and agreed by the parties as follows:

3 THE PURPOSE OF THIS AGREEMENT

This agreement shall become the exclusive contract of employment for all employees current and future employed within the scope of this agreement. The employers' business is a Kiosk retailing grocery items and fast food situated within the Dunleith Caravan Park Hutton Rd North Entrance.

(a) Flexible work time agreement

The purpose of this agreement is to provide a flexible working arrangement that is satisfactory to both the employer and the employees and to promote goodwill between the employer and the employees.

(b) To provide the opportunity of employment for persons to obtain work experience and teach them retail skills and food preparation skills in a small business so that having gained that experience employees may obtain full time employment with another employer.

(c) The employees have agreed to a rearrangement of flexible working hours and rationalisation of the working conditions.

4 NO DURESS

This agreement was freely entered into by the parties.

5 INCIDENCE

This agreement shall regulate and replace the terms and conditions of employment, except as provided herein, previously regulated by the SHOP EMPLOYEES (STATE) AWARD, to persons employed as retail shop employees at Players North Entrance Kiosk.

6 PERIOD OF OPERATION

Date of operation is three years from the date of registration.

7 NO FURTHER CLAIMS

All parties to this agreement agree not to seek further claims outside the terms of this agreement.

8 CONDITIONS OF EMPLOYMENT

(A) Employees may request particular times off duty by agreement so that they may attend to personal matters, conditional upon availability of other staff to cover the requested time off. Such times may be half a day or a full day provided that adequate notice has been given and permission is granted by the employer.

Due to the kiosk only trading for a period of 8 months of each year the employer is restricted in that continuous employment is not available.

Employees are engaged on the understanding that the position is a seasonal position with a maximum employment period of 8 months or less in a season. The hours of employment are as required by this agreement and a roster.

(B) Termination of employment.

Permanent part time employees are entitled to a weeks notice or payment of one weeks pay in lieu of notice only if terminated prior to the fixed date of the seasonal contract. The fixed date shall be advised to the employee upon notice of permanent hire being given or at the commencement of this agreement. If the employee wishes to terminate the employment prior to end of season the employee shall give a weeks notice of termination or forfeit a weeks pay.

Part time employees engaged during school holidays may be terminated by one hours notice or payment of one hour in lieu thereof.

9 TIME AND WAGES RECORDS

The employer shall maintain a record of times employees have worked in each week and the amounts paid.

10 DEFINITIONS

Employers: Pam and Allan Player.

Employees: Any persons employed who would normally be within the scope and classification of shop assistant to perform work in connection with the North Entrance Kiosk.

Seasonal: Means during the peak period, September to May, the kiosk is open.

Permanent (part time) employment: A person employed for 20 hours or more a week for a maximum of 8 months employment. Ordinary time shall mean Monday to Friday inclusive.

Part time employment: A person who is employed on the basis of 20 hours ordinary time per week, Monday to Friday, during the school holiday periods of the season. The roster shall be 4 hours work per day Monday to Friday.

Overtime payments: All part time employees who work overtime in excess of 20 hours Mon to Friday shall be paid the hourly rates as prescribed herein without any additional penalty rate except as provided by this agreement.

Shift: The employees' rostered times to attend for duty.

Ordinary time: Shall be any day Monday to Friday including public holidays.

The IR Act: Shall mean the NSW Industrial relations Act 1991

11 CLASSIFICATIONS

All employees shall be classified as shop employees and paid according to age and contract terms as detailed in this agreement.

12 HOURLY RATES CALCULATION

The hourly wage rate for ordinary time Monday to Friday shall not be less than the Shop Employees (State) Award for the age of the employees as nominated.

AGE

Under 16
16
17
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20

Base rates of pay as nominated in the Shop Employees (State) Award shall apply.

In addition to the hourly wage rates as prescribed by the award 25 cents per hour shall be paid for all hours worked in lieu of any award allowance of any kind. (except as provided in this agreement)

The award

The shop employees State Award shall not apply except as to determine the ordinary time fixed hourly wage rate Monday to Friday as defined by the award for a part time employee.

13 ANNUAL LEAVE

Part time employees shall be paid annual leave on termination calculated at 1/12 of the amount earned.

14 HIRE PERIOD

As no employee is employed for more than 8 months the 17.5% loading shall not apply in addition to annual leave.

15 SICK LEAVE

Sick leave entitlement shall be 1 weeks pay for each year of employment subject to the IR Act section 122 (1) min conditions and section 75 pro rata entitlements part time employees.

The payment of sick leave taken shall be payable after the employee has worked 200 hours.

16 ORDINARY TIME HOURS PERMANENT AND PART TIME EMPLOYEE
Ordinary time hours of employment are 20 hours per week
Monday to Friday.

17 TIME OFF IN LIEU and OVERTIME

If any employee works overtime in excess of the ordinary
set hours of 20 per week the employee may be granted equal
paid time off in lieu of overtime or paid their normal
ordinary time rate of pay.

Saturday and Sunday Overtime Work.

If the time is additional hours worked on a Saturday or a
Sunday to the set hours of 20 per week the employee may be
paid that overtime at their ordinary rate or take an
alternative day off in ordinary work time and be paid for
that day.

No employee shall work on a Saturday or Sunday unless that
employee has worked their set weekly ordinary time of 20
hours.

In the event any employee who is requested to work on a
Saturday or a Sunday ordinary time hours. If that employee
has not worked their 20 hours ordinary time in the previous
week the award penalty rates apply to those hours worked on
the Saturday or Sunday until the 20 hours have been worked.

18 SUPERANNUATION PAYMENTS AFTER 18 YEARS OF AGE

After the employee has worked for a period of four weeks the
employer shall make payments, equal to 3% of their average
weekly earnings over the total period of their engagement,
into the REST superannuation fund for each person over 18
years of age. The employee shall sign the application form
for superannuation within 24 hours of the employer having
provided a copy to the employee. The employer shall not be
held liable on the failure of the employee to sign the
application form.

19 WORK TIMES

Work times shall be the times regulated by the shop roster.

20 MEALS AND REST PAUSES

The employer shall provide all meals to the employees during
the 30 min meal break. The employee may select from the
menu or sandwiches according to choice. The employee may
have one can of drink or one hot beverage with the meal at
no charge to the employee.

The employees shall be granted an unpaid 30 min meal break
after 5 hours work or within a lesser time if engaged for
more than 5 hours in a shift.

The employer shall advise employees prior to the taking of
any rest pause. A rest pause shall be 5 minutes duration at
the discretion of the employer. An employee shall be
entitled to a min of one rest pause per 4 hours of work.

CLOTHING

The employer shall provide suitable clothing protection to the employees. This clothing shall remain the property of the employer. The employees shall provide and wear white uniform clothing underneath the protective clothing supplied.

22 BONUS PAYMENT

A bonus payment of 2% of earnings shall be paid on completion of the seasons engagement to the employees who achieve satisfactory performance levels in the following duties:

The employees are expected to at all times maintain a clean environment at the Kiosk.

Customer politeness at all times.

Clean the shop, sweep and mop the floors.

Stock shelves with goods.

Notify the employer (by recording on notice board) of need to restock any items that are in short supply.

Maintain in the shop refrigerator a supply of cold soft drinks and refrigerated items.

Always notify the employer the previous night of non attendance if possible.

If any employee is not satisfactory that person will be advised at the time of the incident or at the end of shift.

23 MISCONDUCT and DISMISSAL

Any employee stealing, skylarking, misusing equipment, abusing a customer, damaging property or stock, shall be instantly dismissed.

Abuse towards a customer.

It should be noted that if a customer is rude to the employee the employee should be polite in return. If the employee is unable to respond then the employee is to report the matter to the employer who shall attend to the customer.

Any person employed as a part time employee will not be re-engaged if that person does not report for duty when on roster to attend, except when granted time off or has notified as sick.

24 FACILITIES

First aid facilities shall be provided by the employer.

If practical lockers are to be provided or a change room.

Employees may use the seats and tables provided for meals.

25 STATUTORY PROVISIONS

The appropriate NSW statutory provisions apply as required in the INDUSTRIAL RELATIONS ACT 1991 for a small enterprise.

26 GRIEVANCE PROCEDURES

The employer is a small business employer in accordance with the NSW Industrial Relations Act 1991. Any grievance should be resolved between the parties to this agreement.

27 COUNSELLING EMPLOYEES

Any employee whose performance is not satisfactory shall be advised of the problem. The employer shall warn the employee, if required, prior to termination. If the employee continues in the unsatisfactory performance the employee may be terminated. This clause does not apply to misconduct terminations.

28 TRAINING

The employer or an experienced person shall provide assistance and training to all new employees. Upon termination or at the end of the season each employee upon request may be provided with a standard certificate stating their performance, service, punctuality, training, skills achieved and a reference if appropriate.

29 DISPLAY OF THIS AGREEMENT

Prior to engagement each employee is to be advised of this agreement and have its contents explained. A copy of the agreement together with a copy of the award and current wage rates are to be on display in a plastic covered binder for the use of the employees.

30 SAFETY

All employees are to work in a safe manner with respect to other persons. The employer shall supply any safety items that may be required and maintain all equipment in a safe manner.

SIGNED BY THE EMPLOYERS P. Hayes

[Signature]

WITNESS C. Davidson

SIGNED BY THE EMPLOYEES

EMPLOYEES *****WITNESS*****

J. Francis

E. J. Littlefield

Danielle Green

E. J. Littlefield

KF.
[Signature]