

ENTERPRISE AGREEMENT

NO: E.A. 64 /1993

DATE REGISTERED: 6 May 1993

PRICE: \$ 22.00

ENTERPRISE INDUSTRIAL RELATIONS SERVICES

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Enterprise Bargaining · Workplace Reform · Labour Law & Advocacy

An ENTERPRISE AGREEMENT made the 20th December, 1992
in accordance with the Industrial Relations Act 1991 (N.S.W.)
between Lassen Investments P/L ("the employer")
and the Works Committee elected by employees of the employer
("the committee") to regulate the following
terms and conditions of employment. It is agreed
by the parties as follows:

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Schedule 1 ("Cut-Price-Deli Bible") attached.

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TITLE & DISPLAY OF AGREEMENT

- 2.1 This agreement shall be known as the Lassen Investments and Staff Enterprise Agreement.
- 2.2 It shall be fixed and maintained in a conspicuous place in the premise to which the agreement applies so as to be easily read by all employees.

3

DEFINITIONS

For the purpose of this agreement the following definitions shall be adopted:

1. "Agreement" shall mean the enterprise agreement to which this document refers.
2. "Employee" shall mean any person who works under the direction of the employer and receives consideration (payment) in terms of this agreement.
3. "Employer" shall mean the body directing the employees in this agreement being the firm known as: Lassen Investments P/L trading as "Cut-Price-Deli" - Corrimal, and it's appointed delegates.
4. "Enterprise" shall mean the business of the above mentioned company.
5. "The Act" shall mean the Industrial Relations Act 1991.
6. "The Award" shall mean the Shop Employees (State) Award.

4

INTENTION

- 4.1 The purpose of this agreement is to:
 - (a) regulate the terms and conditions of employment of all non-managerial employees;
 - (b) enhance the common interests of the employer and employees by increasing productivity and performance.
- 4.2 Benefits to Staff:

Under the agreement all staff will be given the opportunity to transfer from casual employment contracts to permanent part-time employment contracts. This means staff shall enjoy the following benefits of permanent

employment:

- * job security
- * annual leave
- * long service leave
- * parental leave
- * sick leave
- * and superannuation contributions by the employer.

Employees will also be entitled to annual pay increases on top of any award increases depending upon the performance of the business over the year. Weekly, monthly and yearly awards will also be given to individual employees based upon performance.

5

DURESS

This agreement was developed through a voluntary process of consultation and was not entered into under duress by any party to it.

6

DATE AND PERIOD OF OPERATION

This agreement shall operate from the date of registration and shall remain in force for a period of 3 years.

7

SCOPE OF THE AGREEMENT

This agreement will apply to the employer, of the one part, and the Works Committee, of the other part, in place of the Award. It covers all employees (excluding working directors and managers) working at the following location of business: Shop 4A Corrimal Court, Corrimal, employed in the occupation of Shop Assistant.

8

ENGAGEMENT, PAYMENT AND TERMINATION

- 8.1 Employees under this agreement shall be engaged either as full-time, part-time, or casual employees.
- 8.2 Probation: employment for the first 12 weeks of service shall be on a probationary basis from day to day and may be terminated on a day's notice on either side or by payment or forfeiture of one day's wages in lieu of

notice.

- 8.3 Except if employed as a casual employee as provided for in the agreement, after the first 12 weeks continuous service all employees shall be engaged by the week.
- 8.4 In the case of weekly employees one weeks notice shall be given by the employer or employee to terminate employment or in lieu of such notice, a week's wages shall be paid or forfeited.
- 8.5 Employment may be terminated instantly on the grounds of serious misconduct. (See Clause 20.3).
- 8.6 Employment may be terminated by the employer if an employee is unable to work for a period of 6 weeks due to illness or incapacity arising outside or not in the course of employment; that is, illness or incapacity which is outside the scope of the Workers Compensation Act 1987 (NSW).
- 8.7 A Reference or Certificate of Service will only be given to employees who have been employed for a period of 3 months or more.
- 8.8 A part-time employee shall be engaged to work a constant minimum number of hours each week which shall not be less than 3 hours. They shall be paid the ordinary hourly rate of pay. All other entitlements that are available under this agreement to full-time workers shall be available to part-time workers on a pro-rata basis.
- 8.9 Casual employees are employed by the hour and no period of notice of termination of employment is required by either party.
- 8.10 Wages shall be paid by cash, cheque or electronic funds transfer and shall be paid on Thursday each week.

9

CLASSIFICATION AND DESCRIPTION OF DUTIES

- 9.1 Each employee will be classified as a "Cut-Price-Deli" Customer Assistant.
- 9.2 Primary Responsibility (Job Summary)
Through prompt, friendly and enthusiastic customer service, assist toward the attainment of sales targets and gain customer loyalty.
- 9.3 Specific Duties
Selling, including usage of selling techniques to attain extra sales.

Practising correct cash handling procedures during the sale.

Participating in display presentation, or setting up, when assigned, to ensure full merchandise layout.

Maintaining display presentation and fixtures to ensure a high standard.

Cleaning fixtures to ensure a high standard of hygiene.

Slicing product for use in merchandise layout and sales.

Wearing and maintaining full uniform at all times to promote a professional image to the customers.

Practising the correct procedures for recording of waste, over-rings, refunds and left-behinds.

Performing other duties as assigned.

- 9.4 All staff will follow the rules of the "Cut-Price-Deli Bible", a copy is attached.
- 9.5 All staff from time to time will have their work appraised to ensure that the enterprise's objectives and methods are being achieved.

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RATES OF PAY

- 10.1 Each employee will be paid a minimum rate of pay for ordinary hours of employment appropriate to their age, which shall not be less than the rate which is otherwise applicable from time to time under the award.
- 10.2 On each anniversary of this agreement, all employees will be entitled to a pay increase of up to 1.5% of their current rate of pay dependent upon the rate of increase in gross profits over the previous years performance.
- 10.3 A casual employee shall be paid by the hour at a minimum rate of pay for ordinary hours of employment at a rate appropriate to their age plus a loading of 15%.
- 10.4 Junior rates will be equivalent to those prescribed under the award.
- 10.5 No Extra Claims Commitment

The parties to this agreement undertake that for the period of the agreement they will not pursue any extra claims.

11 HOURS OF WORK

11.1 Ordinary hours shall not exceed 40 hours per week, averaged out over 12 weeks.

11.2 The ordinary hours of work for all weekly and casual employees can be worked on any day of the week Monday to Sunday inclusive, and shall be paid for in accordance with the provision of Clause 10.1.

11.3 Ordinary hours can be worked on any hour of the day.

12 MEAL BREAKS

12.1 Employees will be allowed a meal break of 30 minutes for every 5 hours worked which shall be taken at such time as will not interfere with continuity of work where continuity is necessary and as determined by management in consultation with employees.

12.2 The meal break shall be unpaid.

13

ROSTERS

The roster shall be scheduled in advance by management in consultation with employees.

14

OVERTIME

All overtime worked shall be done on a voluntary basis. It shall be paid at the normal hourly rate of pay that applies to ordinary hours worked Monday to Sunday inclusive.

15 PUBLIC HOLIDAYS

All ordinary hours worked on public holidays, (as defined in the Award), shall be paid for at the rate of double time and one-half. All overtime worked on public holidays shall be paid as in clause 14, overtime.

16

LEAVE - GENERAL

16.1 Annual Leave shall be available in accordance with the Annual Holidays Act, 1944 (NSW). Leave shall be taken at a mutually agreed time that is convenient to the employer and may be accumulated for up to two years, or with the consent of the employer, three years.

16.2 Payment for Annual Leave is calculated on the employee's average weekly ordinary time earnings only, and does not include any other loadings.

16.3 Long Service Leave shall be available in accordance with the Long Service Leave Act, 1955 (NSW).

16.4 Parental Leave shall be available in accordance with the Industrial Relations Act, 1991 (NSW).

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SICK LEAVE

All full-time employees are entitled to 5 days sick leave on full pay for each year of service (pro-rata for part-time employees) which shall accumulate for up to 2 years. To qualify for payment of sick leave, an employee must give a minimum of 1 hours notice and supply a doctor's certificate on request of the employer.

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RECRUITMENT & INDUCTION

Before the employer engages the services of a person as an employee (who will be bound by conditions of employment fixed by this agreement) the employer will give the person notice of the existence of the agreement and a copy (or access to a copy) of the agreement, for perusal by the person, in a language the person understands.

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REWARD FOR PERFORMANCE

On a weekly basis, the employee who has the greatest increase in their percentage of sales turnover from the previous week will receive an award for "Best Weekly Performance". These awards will be presented at regular monthly "Performance Improvement Meetings" throughout the year. An award for "Most Improved Performance" over the month will also be presented at these meetings. The individual who receives the most "Best Weekly Performance" awards over the year shall receive a special award of "Employee of the Year" to be presented at the final meeting of the year in December.

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COUNSELLING AND DISCIPLINARY PROCEDURE

20.1 The employer requires all employees' to maintain a fair and reasonable output of work, to perform all required duties competently, to protect company property, to cooperate willingly with and act in a fair and reasonable manner towards fellow employees and customers and to comply with all reasonable requests from management.

20.2 When an employee's performance in any area is of a standard unacceptable to the employer, the formal warning system set out below will be implemented. The formal warning system includes the use of a written formal warning notice.

Formal Warning System.

(a) The first warning will be issued and the employee will be counselled by management. The employee will be advised that failure to show the required improvement in the area for which the warning as been issued will result in proceeding to the next step of the formal warning system. The warning will be recorded and will remain on file for a period of review for up to 6 months.

(b) The final warning is issued to the employee by management and the employee is counselled for the final time. The warning will be recorded as above. A copy of the final warning will be provided to the employee concerned. The final warning remains effective for a review period of up to 6 months. The employee is advised that failure to show the required improvement in the area for which the warning has been issued may result in termination of employment.

(c) If no improvement is forthcoming and management believes there is no alternative other than termination of employment, the employee will be advised accordingly that his/her services are to be terminated for a further breach of his/her duties and obligations for which he/she has received previous warnings.

20.3 Summary Dismissal.

The formal warning system shall not apply to an employee who performs an act of serious misconduct. Such an act justifies instant dismissal and the offending employee will be advised by management of the termination of their employment for reasons of serious misconduct.

"Serious misconduct" means any of the following: insubordination and abuse; neglect of duty; inefficiency and incompetence; dishonesty and stealing; malingering; drunkenness; misbehaviour (eg, practical jokes, skylarking) a and wilful disobedience.

21
COMPANY PROPERTY

All employees shall take all reasonable care in the use of

21

COMPANY PROPERTY

All employees shall take all reasonable care in the use of and for the protection of any Company property in their possession. On termination of employment or upon request to do so, the employee shall return in good condition (subject to normal wear and tear) any property in their possession and belonging to the employer.

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SECURITY

The employer reserves the right to inspect bags and parcels being taken out of the shop and other personal articles of the employee that could contravene the security of the business.

A third party must be present at all times during such a search and sign any statement made as a result of this search.

Signatories to the agreement:

THE EMPLOYER

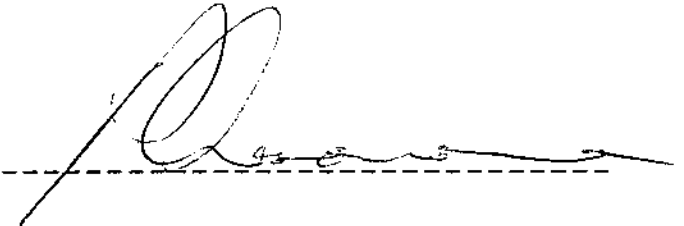
SIGNED for and on behalf of:)

LASSEN INVESTMENTS P/L)

----- by:)

PAOLO CASANOVA)

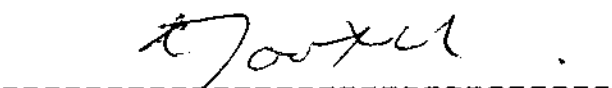
Name (Print)



in the presence of:)

A. Tootell)

Name of Witness (Print)



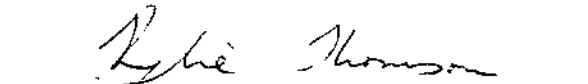
At Wollongong ----- Dated 20/12/92 at 8.00pm -----

THE WORKS COMMITTEE

SIGNED by:)

KYLIE THOMSON)

Name (Print)



SIGNED by:)

MICHELLE CLIFFORD)

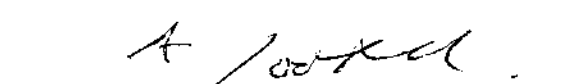
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At Wollongong ----- Dated 20/12/92 at 8.00pm -----