

ENTERPRISE AGREEMENT

NO: E.A. 76 /1993

DATE REGISTERED: 27-5-93

PRICE: \$ 12-00

ENTERPRISE AGREEMENT 1993

1 Title

This agreement shall be known as the N.D. THOMSON HOLDINGS PTY LTD Enterprise Agreement 1993 (and is hereafter referred to as 'the Agreement').

2. Arrangement

This Agreement is set out in the following manner.

Clause No.

Subject Matter

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3. Parties Bound and Scope

This Agreement shall be binding upon N. D. THOMSON HOLDINGS PTY LTD, A.C.N. No.001521679 (Trading as Corn Exchange Designs/Newsagency), (henceforth referred to as the 'Employer') whose place of business under this Agreement is Shops 10 & 11, Nikko Hotel, DARLING HARBOUR, SYDNEY N.S.W. and in respect to all persons employed by the Employer at the said place of business at the time of making this Agreement and from time to time during the term of the Agreement.

4. Operation

This Agreement shall operate from the date of registration (which is noted as day of 199) and shall remain in force for 3 years from the said date of registration.

5. Incidence

The Agreement shall regulate totally the terms and conditions of employment previously regulated by the Shop Employees (State) Award.

To the extent of any inconsistency between the award and the Agreement, the Agreement shall prevail.

6. Contract of Employment

(a) Employees shall be engaged on a weekly basis as follows:

(i) employed by the week.

(ii) payment shall be at least once each fortnight (or on such other basis as may be agreed between the employer and the employees).

(iii) entitled to provisions, of Clause 11 Annual Leave and Clause 12 Sick Leave paid in full for maximum ordinary hours or as a fraction if fewer ordinary hours are worked as defined in Clause 8A.

(iv) may be terminated during the first 3 months of employment (on probation) by one days notice and after one month of employment (following confirmation) by one weeks notice on either side.

(b) Nothing in the Agreement shall affect the right of the Employer to dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty or misconduct.

(c) Upon engagement the employer shall provide each employee with a contract which will include a statement of the employee's level, minimum rate of wages and ordinary hours of work under this Agreement.

Enterprise Initiatives,

301 Kent Street, SYDNEY, NSW 2000

(BH) (02) 299 8326 (FX) (02) 290 1881 (AH) (02) 949 3975 (Mobile) 018 97 3758

7. Minimum Wages

(a) Employees shall be paid according to age and/or level as the case may be as follows:

(i) Employees 21 years old and over, shall be paid a minimum pro rata rate for work during ordinary hours not less than the hourly rate as follows:

Description	Minimum Rate for Ordinary hours per hour
Starting Rate	\$10.20 per hour
shall mean - Employees having the requisite basic selling and support skills as assessed by the employer.	

(ii) Employees under 21 years of age, shall be paid for the work during ordinary hours not less than the relevant age related weekly rate as follows:

\$'s	
Under 18 years of age	7.00 per hour
At 18 years of age	8.00 per hour
19 years of age	9.00 per hour
20 years of age	10.00 per hour

(b) All employees have every reasonable support to acquire new and increased skills. Staff appointed from outside the enterprise commence on not less than the Agreements minimum starting rate for sales and support. Otherwise progress and promotion is based on acquisition of skills and their application on the job as assessed by the employer. Actual rates are increased and agreed by the individual employee contract

(c) Notwithstanding the above, the employer will pay to the employee the rate which applies from time to time under the relevant award, should the hourly rate under this agreement be less than the rate for those ordinary hours of employment applicable under the award.

8. Hours of Work

(a) The ordinary hours of work shall be, by mutual agreement from time to time, a maximum of 38 per week averaged over a 52 week period.

(b) Wherever reasonably possible work shall be arranged so that an employee shall have at least 10 consecutive hours off duty between work on successive days.

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9. Public Holidays

The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day and Boxing Day or any other gazetted public holiday are observed as special days appointed by proclamation as public holidays shall be subject to provision of Clauses 7, 8 and 10 of this Agreement.

10. Meal Breaks and Refreshments

(a) Non-paid meal breaks shall be as arranged between the Employer and the employee.

(b) During any shift of eight hours or more, employees shall be allowed opportunities for a paid refreshment break or breaks of no more than thirty minutes duration in aggregate and not less than five minutes for any one break, in such manner as to not interfere with the continuous running of the establishment. An overtime meal allowance for other than ordinary hours can be paid at the discretion of the employer if agreed on engagement.

11. Annual Leave

Annual Leave will be according to provisions of the Annual Holidays Act 1944.

12. Sick Leave

(a) A weekly employee who is unable to attend or remain at his/her place of employment by reason of personal illness or personal incapacity not due to the Employee's wilful misconduct, shall be entitled to one (1) week of absence paid at the appropriate ordinary hourly rate during the first and each subsequent year of employment.

(b) Provided that the employee complies with the following conditions:

(i) The employee shall, where practicable, advise the employer of his/her inability to attend for work on the morning of the absence and as far as possible the nature of the illness and the estimated period of absence; and

(ii) If so required by the employer, the employee shall produce a medical certificate or other satisfactory evidence to prove the employee's inability to attend for duty on the days in respect of which sick leave is claimed.

(iii) The foregoing provisions are not intended to limit the Employer dealing with particular cases on a more generous basis.

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13. Disputes Procedure

(a) All disputes or grievances arising within the enterprise shall as far as practical be resolved through consultation among all of the parties within the enterprise. Accordingly the following procedure shall be followed:

(i) initially the staff member shall discuss any grievance, dispute or claim with the immediate supervisor

(ii) where there is no satisfactory resolution arising from discussions between the employee and his/her supervisor they may agree to involve other employees on a confidential and informal basis from any level or section of the enterprise.

(iii) where there is no satisfactory resolution through informal discussions among nominated employees the aggrieved employee may after informing his supervisor take the matter for resolution to a Proprietor of the enterprise.

(iv) should the matter involve interpretation of this Agreement the employee and Proprietor may agree on the involvement of an impartial third party from outside the organisation who can assist them reach a mutually acceptable outcome.

(b) If not settled the parties may request the matter to be taken up through the due processes with the Industrial Relations Commission.

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14. No Duress.

The N.D. THOMSON HOLDINGS PTY LTD Enterprise Agreement 1993 was not entered into under duress by any of the following persons who are party to it:

Name	Residential Address and Telephone Number	Signature
KAYOKO YAMAKAMI	1/56 CAMPBELL PDE BONDI NSW 2026	02 365 4898
RIKAKO TSUKAHARA	22/48 UPPER PITT ST KIRRIBILLI NSW 2061	02 964 0615
NAOKI OSHIMOTO	35/8 WYLDER STREET POTTS POINT NSW 2011	02 357 4926
TOMOMI SATAKE	6E 153 BAYSWATER RD RUSHCUTTERS BAY NSW 2011	02 361 5036

Kayoko Yamaka
Rikako Tsukaha
Naoki Oshim
Tomomi Sata

Employer Name
 N.D. THOMSON HOLDINGS PTY LTD
 A.C.N. No. 001521679

M Thomson
 Director



M Thomson

Signed under the Authority of the Board.