

ENTERPRISE AGREEMENT

NO: E.A. 137 /1994

DATE REGISTERED: 22-4-94

PRICE: \$ 20-00.

CAFE DE BEAUMONT

ENTERPRISE AGREEMENT

PREAMBLE

This Enterprise Agreement is designed to create greater flexibility in employment practices within the enterprise conducted by C and L Mangovski and Beaukent Pty Limited trading as Cafe de Beaumont 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. C and L Mangovski and Beaukent Pty Ltd trading as CAFE DE BEAUMONT at 68-70 Beaumont Street, Hamilton, NSW (The Employer); and
- 1.2. The Works Committee ("the Cafe de Beaumont 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 with a maximum of 12 ordinary hours per shift.
- 4.2. All employees shall be engaged as either full-time, part-time or casual.
- 4.3. Each full-time or part-time 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 full-time or part-time employees may be terminated by the provision of 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 and is required to work under the direction of a Chef.
- Supervisor Shall mean an employee other than a Chef appointed by the employer to supervise other employees.

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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.
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.
Apprentice	Shall mean an employee indentured as an apprentice cook for a period of four years.
Public Holiday	Shall mean any days proclaimed or gazetted as a public holiday throughout New South Wales by the New South Wales Government.

7. WAGE RATES

7.1. The wage for ordinary hours over the period of employment shall not in aggregate be less than that due under the Award for ordinary hours referred to by Section 122 of the Industrial Relations Act (NSW) 1991.

7.2. Full-time employees - Any full-time 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	\$9.70
Cook	\$9.30
Supervisor	\$8.50
Customer Support Employee	\$8.40
Restaurant Assistant	\$8.30
Trainee Customer Support Employee - second 13 weeks	\$7.00
Trainee Customer Support Employee - first 13 weeks	\$6.60

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- 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	\$13.90
Cook	\$13.30
Supervisor	\$12.10
Customer Support Employee	\$11.90
Restaurant Assistant	\$11.80
Trainee Customer	
Support Employee - second 13 weeks	\$9.92
Trainee Customer	
Support Employee - first 13 weeks	\$9.31

- 7.4. Part-time employees

Any part-time 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	\$10.25
Cook	\$9.78
Supervisor	\$9.22
Customer Support Employee	\$9.04
Restaurant Assistant	\$8.99
Trainee Customer	
Support Employee - Second 13 weeks	\$7.48
Trainee Customer	
Support Employer - First 13 weeks	\$7.01

- 7.5. Employees engaged in any of the occupations set out in clause 6 who regularly work on both Saturday and Sunday shall not over a 52 week period work in excess of 40 weekends.

- 7.6. Personal Merit Payments

- 7.6.1. Nothing in this agreement shall prevent the employer from paying employees above the rates prescribed in this clause. Such payments shall be known as "Personal Merit Payments" and any such payments shall be negotiated between the employer and individual employees.

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7.6.2. Personal Merit Payments are subject to review by the employer and may subject to 7.1 above be increased or decreased at the discretion of the employer at any time.

7.7. Uniforms

7.7.1. Employees may be required to wear a t-shirt with the employers trade emblem while working. Every employee shall receive on commencing work a t-shirt so marked. Employees shall be required to meet the expense of additional t-shirts.

7.7.2. Kitchen staff may be required to wear a white apron while working. Every employee engaged to work in the kitchen shall receive on commencing work one white apron. Kitchen staff shall be required to meet the expense of additional white aprons.

7.7.3. Customer support employees and trainee customer support employees may be required to wear a black apron while working. Every customer support employee and trainee customer support employee shall receive on commencing work one black apron. Customer support employees and trainee customer support employees shall be required to meet the expense of additional black aprons.

7.7.4. After 12 months continuous service an employee engaged as either a chef or a cook shall be supplied with a cook's jacket.

7.7.5. Employees may choose to launder uniforms at their own expense or alternatively the employer shall launder their uniforms at no charge to the employee.

7.8. Apprentices

The minimum hourly rate of pay for an apprentice shall be ascertained by applying the hourly rate of pay set out opposite the year of an apprentices service.

First year	\$4.15
Second year	\$4.89
Third year	\$6.12
Fourth year	\$7.25

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7.9. Junior Employees

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%

7.10. Employees making use of the facilities of Cafe de Beaumont as paying customers shall receive a 10% discount on all food purchased and will pay "staff prices" (being a price determined by the employer as 'cost') for all drinks.

7.11. Subject to the approval of the supervisor on duty, employees designated as eligible by the employer shall receive a subsidy to be determined by the employer for the purpose of transport to their home by taxi. This subsidy shall be available only at night and where there is no reasonable means of public transport available to the employee.

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, provided that any such leave which falls due between 30 November of any year and 15 January of the following year shall be postponed until after the said 15 January. An employee shall be required to give no less than four weeks notice of proceeding on annual leave.

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9.2 Sick Leave

- 9.2.1. All full-time or part-time employees 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 where payment is claimed for two or more consecutive days.

9.3 Bereavement Leave

- 9.3.1. On the occasion of the death within Australia of a full-time or part-time 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.
- 9.3.2. At the discretion of the employer, employees shall be eligible after twelve months continuous employment, for paid leave for compassionate purposes.

9.4 Jury Service

- 9.4.1. When required to attend for jury service, a full-time or part-time employee shall receive leave of absence and shall be paid by the employer 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.

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. PUBLIC HOLIDAYS

10.1 Any employee who works for more than 6 hours on a public holiday shall be entitled when making use of the facilities of Cafe de Beaumont at anytime except on a Friday or Saturday night after 5.00pm, to a meal without charge to the employee from the menu up to the value of \$30.00.

11. MEALS

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

11.2. A light meal shall be provided by the employer to employees. This meal shall be provided during the employees shift at a time determined by mutual consent between the employee and employer.

12. PAYMENT OF WAGES

12.1. Employees shall be paid weekly and shall be paid at the discretion of the employer either by cheque or alternatively by electronic funds transfer into a financial institution account nominated by the employee.

13. MULTI-SKILLING AND TRAINING

13.1. 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.

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- 13.2. 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. If external training extends beyond the ordinary hours of work the employee shall be remunerated at the same rate per hour as those ordinary hours.
- 13.3. Employee initiated training - Employees planning to undertake further training should discuss the matter with the employer. With the approval of the employer, employees may enrol in relevant courses conducted by the Department of Technical and Further Education. Upon completion of such course/s the employee shall furnish the employer with relevant receipts, upon which the employer shall reimburse the employee with half of the cost of the course/s to the employee.

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

The provisions of this clause shall not apply to apprentices.

14. SUPERANNUATION

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

15. DISPUTES PROCEDURE

- 15.1. 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, the matter may be referred by either party to the Industrial Relations Commission of New South Wales.

C and L Mangovski and
Beaukent Pty Limited trading
as CAFE DE BEAUMONT

C Mangovski
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C Mangovski

L Mangovski
.....
L Mangovski

Simon Crochon
.....
For Beaukent Pty Limited
001 710 756
Seal
.....
Michelle Hughes
.....
CROCHON
DIRECTOR

Executed on the _____ day
of _____ 1993 for and
on behalf of CAFE DE
BEAUMONT WORKS COMMITTEE
in the presence of

C Mangovski
.....
Witness

L. Crochon
.....

M. Hughes
.....
Michelle Hughes
.....