

ENTERPRISE AGREEMENT

NO: E.A. 138 /1994

DATE REGISTERED: 26-4-94

PRICE: \$ 22-00

MONTEZUMAS

ENTERPRISE AGREEMENT

PREAMBLE

This Enterprise Agreement is designed to create greater flexibility in employment practices within the enterprise conducted by Dongba Holdings Pty Limited trading as Montezumas, 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. Dongba Holdings Pty Ltd in so far as that company operates one or more restaurants at 51 Alexander Street, Crows Nest, NSW.
- 1.2. All of 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.

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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.

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.
- 4.2. All employees shall be engaged as either permanent or casual.
- 4.3. On occasions where the employer is absent from the workplace, an employee will be designated to supervise all other employees who are required to abide with instruction's from that employee.
- 4.4. All employees 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 permanent employees may be terminated by the provision of two weeks notice by the party terminating to the other party, or by the payment or forfeiture, as the case may be, of wages for the required period of notice excepting situations where the employer has followed the grievance procedure set out in clause 15 of this agreement. In such cases, employment may be terminated by the provision of one weeks notice by the party terminating to the other party, or by the payment or forfeiture as the case may, of wages for the required period of notice.
- 5.2. The employment of a casual employee may be terminated by the provision of one hours notice by the party terminating to the other party.

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- 5.3. The employer may dismiss an employee without notice for refusal of duty, neglect of duty, wilful and/or serious misconduct.

6. CLASSIFICATIONS

General Restaurant Assistant shall mean an employee whose duties include but are not limited

- undertaking general cooking duties.
- cleaning and tidying of kitchen, food preparation and customer service areas, including the cleaning of equipment, crockery and general utensils.
- undertaking general waiting duties of both food and/or beverages, including cleaning of restaurant equipment, preparing tables and sideboards, taking customer orders, serving food and/or beverages and clearing tables.
- supplying, dispensing or mixing of liquor, including cleaning of the bar area and equipment, preparing the bar for service, taking orders and serving drinks.
- responsibility for the contents of the cellar and/or store.

Intermediate Restaurant Assistant shall mean an employee who is employed in this classification for a period not exceeding six months and whose duties include but are not limited to:

- undertaking general waiting duties of both food and/or beverages, including cleaning of restaurant equipment, preparing tables and sideboards, taking customer orders, serving food and or beverages and clearing tables. In addition, during the first three months of employment as an intermediate restaurant assistant, an employee with the approval from the employer may from time to time train in the duties set out below for the purposes of multi-skilling;
- assisting with food preparation.

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- cleaning and tidying of kitchen, food preparation and customer service areas, including the cleaning of equipment, crockery and general utensils.
- supplying, dispensing or mixing of liquor, including cleaning of the bar area and equipment, preparing the bar for service, taking orders and serving drinks.
- responsibility for contents of the cellar and/or store.

After three months employment as an intermediate restaurant assistant an employee may undertake any of the above duties without restriction.

Intermediate Restaurant Assistants shall have had less than six months experience in duties of a similar nature in the Restaurant Industry. Time served as a Trainee Restaurant Assistant shall not be used for the purposes of calculating an employees previous experience. All times served with previous employers performing duties of a similar nature shall count as a portion of the six months experience.

Trainee Restaurant Assistant shall mean an employee who is employed in this classification for a period not exceeding three months and whose duties include but are not limited to one or more of the following:

- undertaking of general waiting duties of both food and/or beverages, including cleaning of restaurant equipment, preparing tables and sideboards, taking customer orders, serving food and/or beverages and clearing tables.

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.

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- 7.2. Permanent employees - Any permanent 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.

General Restaurant	\$8.40
Intermediate Restaurant Assistant	\$7.67
Trainee Restaurant Assistant	\$6.55

- 7.3. Casual employees - Any casual employee 21 years of age or over shall not be paid less than the hourly inclusive rates of pay of annual leave entitlements set out opposite the classification which the employee is allocated by the employer.

General Restaurant Assistant	\$12.00
Intermediate Restaurant Assistant	\$11.00
Trainee Restaurant Assistant	\$9.50

- 7.4. Nothing in this agreement shall prevent the employer from paying above the rates prescribed in this clause to those employees who have been assessed by the employer as having excelled in their work.

- 7.5. Employees engaged as General Restaurant Assistants who regularly work on both Saturday and Sunday shall not over a 52 week period work in excess of 30 weekends.

- 7.6. Employees engaged as Intermediate Restaurant Assistants who regularly work on both Saturday and Sunday shall not over the 26 week period of employment as Intermediate Restaurant Assistants work in excess 20 weekends.

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Junior Employees

- 7.7. 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%

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 only be worked with the agreement of 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. Public Holidays

Any days proclaimed or gazetted as a public holiday throughout New South Wales shall be observed as Public Holidays for the purposes of this agreement.

The employees agree that the wage rates provided in clause 7 include compensation for work on any public holiday provided that an additional payment to be determined by the employer shall be received by an employee required to work on Christmas Day and/or New Years Day.

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9.3. Sick Leave

- 9.3.1. All permanent employees with not less than 3 months continuous service shall be entitled to 7 days sick leave on full pay during each year of employment. For the purpose of this clause each year of employment shall conclude on the anniversary of the commencement of the employee's employment of the employees. Unused sick leave shall not accumulate from year to year.
- 9.3.2. 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.
- 9.3.3. 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 on the day or days for which sick leave payments is claimed.

9.4. Bereavement Leave

- 9.4.1. On the occasion of the death within Australia of a permanent 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.

9.5. Jury Service

9.5.1. When required to attend for jury service, a permanent employee shall receive leave of absence and shall be paid for up to two weeks by the employer on 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.

9.6. Parental Leave

9.6.1. Parental leave shall be granted in accordance with the provisions of Chapter 2, Part 2, Division 3 of the Industrial Relations Act 1991.

9.7. Long Service Leave

9.7.1. Long Service Leave shall be in accordance with the Long Service Leave Act 1955.

9.8. Workers Compensation and Rehabilitation

9.8.1. See Workers Compensation Act 1987.

10. MEALS

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

11. PAYMENT OF WAGES

11.1. Employees shall be paid weekly and may be paid by cheque or via electronic funds transfer into a financial institution account nominated by the employer.

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12. MULTI-SKILLING AND TRAINING

- 12.1. With the approval of the employer, employees may from time to time work in a higher or lower classification. This multiskilling shall be for the purpose of broadening the skills of the employee concerned, who shall receive no extra remuneration during periods of multiskilling.
- 12.2. 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.
- 12.3. Employee initiated training - After 12 months continuous service employees planning to undertake further training should discuss the matter with the employer. The employer will consider reimbursing part or all of the costs associated with the training up to a value of \$500.00, provided that the training has relevance to the employer's future or current needs.

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

13. SUPERANNUATION

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

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14. DISPUTES PROCEDURE

14.1. 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.

15. DISCIPLINARY PROCEDURE

15.1. It is agreed that employees shall be afforded except in cases where the employee is reasonably believed by the employer to be guilty of refusal of duty, neglect of duty, wilful and/or serious misconduct, the benefits of the following disciplinary procedure by the employer.

Stage 1: In cases of substandard performance and/or misconduct by an employee, the employer shall discuss the matter with that employee.

Stage 2: In cases of persistent substandard performance and/or repeated misconduct and where the employee has been counselled in accordance with stage one of this clause, the employer shall again discuss the matter with the employee.

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Stage 3: In cases where the employee has been counselled in accordance with stage one and stage two of this clause and has failed to take corrective action, the employer shall have the right to dismiss permanent employees by the provision of one weeks notice and casual employees by the provision of one hours notice.

16. NO DURESS

This enterprise agreement was not entered into under any duress by any of the following persons who are a party to it.

NAME	RESIDENTIAL ADDRESS	SIGNATURE
Lynett Yu	2/699 Pacific Highway, Chatswood 2067	<i>Lynett Yu</i>
Amanda Reni Campbell	6/191 Falcon Street, North Sydney 2060	<i>A. Campbell</i>
Andrew Kattunhorn	3/26 Morden Street, Cammeray 2062	<i>A. Kattunhorn</i>
Daniel Gibson	5 Byrnes Road, Neutral Bay 2089	<i>D. Gibson</i>
Darren Morgan	166 Chandos Street, Crows Nest 2065	<i>D. Morgan</i>
Margaret Ann Rudland	3/59 Shirley Road, Crows Nest 2065	<i>M. Rudland</i>
Nikki Leanne Davies	3/26 Morden Street, Cammeray 2062	<i>N. Davies</i>
Mark Straney	1/42 Union Street, North Sydney 2060	<i>Mark Straney</i>
Rebecca Jean Kennedy	110 Belmont Road, Mosman 2088	<i>Rebecca Kennedy</i>
Rebecca Moffatt	288 Spit Road, Mosman 2088	<i>R. Moffatt</i>
Ronald Wright	^{BelRLINGTON} 67 Falcon Street, Crows Nest 2065	<i>R. Wright</i>
Stephanie Gowing	12/2 Gerald Street, Cremorne 2090	<i>S. Gowing</i>
Trent Micheal Brook	3/323A Glebe Point Road, Glebe 2037	<i>T. Brook</i>

Employers Name

Dongba Holdings Pty Ltd
Trading as: Montezumas

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 Director
 Director

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