

ENTERPRISE AGREEMENT

NO: E.A. 190 /1994

DATE REGISTERED: 10-6-94

PRICE: \$ 16-00

RICHMOND BAKERY

(CASINO PTY LTD)

ENTERPRISE AGREEMENT

1. Title

This agreement shall be known as the Richmond Bakery (Casino Pty Ltd) Enterprise Agreement (and is hereafter referred to as "the Agreement").

2. Arrangement

This Agreement is set out in the following manner:

| <u>Clause No.</u> | <u>Subject Matter</u> |
|-------------------|-----------------------------|
| 1. | Title |
| 2. | Arrangement |
| 3. | Parties Bound |
| 4. | Operation |
| 5. | Incidence |
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| 7. | Minimum Wages |
| 8. | Part-time Employment |
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| 10. | Hours of Work |
| 11. | Overtime |
| 12. | Occupational Superannuation |
| 13. | Annual Leave |
| 14. | Sick Leave |
| 15. | Bereavement Leave |
| 16. | Jury Service |
| 17. | Meal Breaks |
| 18. | Long Service Leave |
| 19. | Dispute Procedure |
| 20. | No Duress |

3. Parties Bound

This Agreement shall be binding upon The Directors of Richmond Bakery (Casino Pty Ltd) A.C.N. No. (henceforth referred to as the "Employer") whose place of business under this Agreement is 77-79 Walker Street, Casino, 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 the day of) and shall remain in force for a period of 3 years from the said date of registration.

5. Incidence

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

6. Contract of Employment

- (a) An employee may be employed as a weekly, part-time or casual employee.
- (b) Full-time and part-time employees shall be employed by the week and paid by the week.
- (c) Casual employees shall be employed and paid by the hour.
- (d) The employment of full-time and part-time employees may be terminated during the first month of employment (on probation) by 1 day's notice on either side and after 1 month's completed employment (following confirmation) by 1 week's notice given on either side at any time during the week, or by the payment or forfeiture as the case may be, of wages for the required period of notice.
- (e) Nothing in this 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.
- (f) An employee not attending for duty shall lose pay for the actual time of such non-attendance, except where such non-attendance is subject to clause 13, Annual Leave; clause 14, Sick Leave; clause 15, Bereavement Support; and clause 16 Jury Service, of this Agreement.
- (g) Employees are responsible for the care and safekeeping of all clothing and equipment issued to them and shall return each article to the employer on request or on termination of employment.

7. Minimum Wages

- (i) Full-time and part-time employees shall be paid the following minimum hourly rates:-

| | <u>Aggregate Hourly Rate</u> |
|---------------------------------------|----------------------------------|
| Under 16 years of age | 4.31 |
| At 16 years of age and under 17 years | 5.39 |
| At 17 years of age and under 18 years | 6.46 |
| At 18 years of age and under 19 years | 7.40 |
| At 19 years of age and under 20 years | 8.62 |
| At 20 years of age and under 21 years | 9.69 |
| At 21 years of age and over | 10.78 |

- (ii) The minimum aggregate hourly rate is calculated as per the hours worked in clause 10 - Hours of Work over a four (4) week work cycle which includes one Saturday and one Sunday per month.

8. Part-time Employment

- (a) The ordinary hours of work for part-time employees shall be worked, exclusive of meal breaks, according to clause 10 and shall not be more than the ordinary hours

of full-time employees as prescribed by clause 10(a).

- (b) Each part-time employees shall be paid at the hourly rates as prescribed in clause 7 and shall be paid on a pro rata basis for annual leave and sick leave.

9. Casual Employment

- (a) The ordinary hours of work for casual employees shall be worked, exclusive of meal breaks, according to clause 10 and shall not be more than the ordinary hours for full-time employees as prescribed by clause 10(a).
- (b) Casual employees shall be paid the appropriate hourly rate plus 15 per cent for all hours worked.

10. Hours of Work

- (a) The ordinary hours of work for full-time employees shall be an average of 152 hours per four week period, exclusive of meal breaks, to be worked Monday to Sunday and shall not exceed 12 hours on any one day.
- (b) Roster of Hours. The hours may be worked on a rotating 7 day roster or a fixed weekly or daily shift.
- (c) Weekly employees working on a 7 day rotating roster shall be employed as follows:-

Week 1. Monday 7.00 am - 6.00 pm
Tuesday 7.00 am - 6.00 pm
Wednesday 7.00 am - 6.00 pm
Thursday 8.30 am - 3.30 pm
Friday, Saturday & Sunday off.

Week 2. Monday 8.30 am - 6.00 pm
Tuesday 8.30 am - 6.00 pm
Wednesday 8.30 am - 6.00 pm
Thursday 7.00 am - 6.00 pm
Friday, Saturday & Sunday off.

Week 3. Monday, Tuesday and Wednesday off
Thursday 10.00 am - 6.00 pm
Friday 7.00 am - 6.00 pm
Saturday 6.30 am - 4.15 pm
Sunday 6.30 am - 4.15 pm

Week 4. Roster cycle recommences with hours and days as per week one.

- (d) Fixed rosters - non rotating

- (i) The commencement and cessation times for the hours of work for weekly, part-time or casual employees will be as agreed between the employer and the employee.
- (ii) Employment on non rotating roster will be to supplement weekly employees on rotating rosters as required.
- (e) All days worked Monday to Sunday shall be ordinary hours of work. The business will be open every day of the year with the exception of Good Friday and Xmas day and on these days the business will be closed.

11. Overtime

- (a) All hours worked in excess of 152 hours per four week period shall be overtime and shall be paid at the ordinary hourly rate for all hours worked.
- (b) By mutual agreement between the Employer and the Employee an overtime entitlement of an employee may be liquidated by an employee having time off in lieu of payment.
- (c) Such time off may be accumulated and taken as agreed.
- (d) All overtime worked shall be carried out by employees who volunteer.

12. Occupational Superannuation

The employer will contribute into a recognised funds as required by the Superannuation Guarantee Legislation.

13. Annual Leave

- (a) See Annual Holidays Act.
- (b) Part-time employees will receive a pro rata entitlement to leave based on four weeks leave for one year's service.

14. Sick Leave

- (a) A weekly employee who is unable to attend for work during his / her ordinary working hours by reason of personal illness or personal incapacity not due to his / her own serious and wilful misconduct shall be entitled to be paid at the ordinary time rate of pay within the following limitations:-

1 week in the first year of employment.

8 day or 61 hours in the second and subsequent years.

- (b) A part-time employee shall be entitled on a pro rata basis to sick leave as prescribed in (a).
- (c) Provided that the employee complies with the conditions prescribed hereunder:
 - (i) The employee shall, where practicable, advise the Employer of his or 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 reasonable evidence to prove the employee's inability to attend for duty on the days in respect of which sick leave is claimed.

15. Bereavement Support

- (a) Bereavement Support - Full and part-time employees on weekly hiring shall be entitled to a maximum of 3 days without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the employee's husband, wife, father, mother, sister, child, stepchild, grandparents or parents-in-law. For the purpose of this clause the words "wife" and "husband" shall include de facto wife or husband and the words "father" and "mother" shall include foster father or mother and stepfather or mother.
- (b) The foregoing provisions are not intended to limit the Employer dealing with particular cases on a more generous basis.

16. Jury Service

- (a) An employee required to attend for jury service during ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time that would have been worked had the employee not been on jury service.
- (b) An employee shall notify the Employer as soon as possible for the date required to attend for jury service. Further the employee shall give the Employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

17. Meal Breaks

- (a) Non-paid meal breaks shall be as arranged between the Employer and the employee.
- (b) Provided that the meal break referred to in paragraph (a) of this subclause shall be given so that no employee shall work more than five consecutive hours without a meal break.

- (c) A meal break shall be a minimum of twenty minutes and a maximum of one hour and shall be as agreed between the Employer and the Employee.

18. Long Service Leave

Conditions apply as per the Long Service Leave Act of 1955.

19. Disputes Procedure

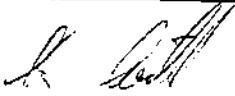
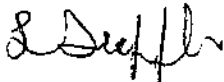

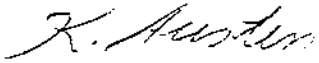
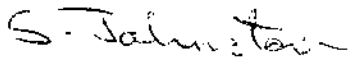
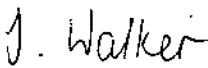
- (a) All disputes or grievances arising within the enterprise shall as far as practical be resolved through consultation among all of the parties within the enterprise.

Accordingly the following procedure shall be followed:-

- (i) initially the staff member 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 out come.
- (b) If not settled the parties may request the matter to be taken up through the due processes with the Industrial Relations Commission.

20. No Duress

The Richmond Bakery (Casino Pty Ltd) Enterprise Agreement, 1993 was not entered into under duress by any party who is a party to the Agreement.

| Name | Address | Signature |
|-----------------|----------------------------------|---|
| Karen Leitch | 41 Ocean St. Casino |  |
| Lynette Supple | 1 Farley St Casino |  |
| Debbie Armfield | Flat 2 29 Stipetts Ave CASINO |  |
| Kim Auster | 115 Centre St Casino 2470 |  |
| Sharon Johnston | 20 Reid St CASINO |  |
| Tracy Walker | 13 Laurel Ave Casino |  |



Employers Name:

Richmond Bakery (Casino) Pty Ltd.

Signature:



R.W. WORKING.