

ENTERPRISE AGREEMENT

NO: E.A. 247 /1994

DATE REGISTERED: 21-7-94

PRICE: \$ 20.00

Enterprise Agreement

This agreement dated the day of 19 is an enterprise agreement, made in pursuance of the NSW Industrial Relations Act 1991 in accordance with the provisions of sections 115 - 142 of the said Act, entered into between *Diab Pty Limited acn 003 168 812* (hereinafter referred to as "the Employer") of *159 Great North Road, Five Dock* in the State of New South Wales, of the one part and:

(I) The employees of *Diab Pty Limited* in Pizza Hut retail outlet, *Minto* with the following occupations: Kitchen Staff and Counter Assistants.

Recitals.

- A. The Employer is involved in the provision of fast food services to the public.
- B. The representatives of the parties have met in conference and have mutually agreed and determined that the remunerations and conditions of employment as set out herein shall apply to persons engaged by the Employer at Pizza Hut retail outlet, *Shop one (1), 22 Swettenham Road Minto*

NOW THIS AGREEMENT WITNESSETH:

1. Title of Agreement

This agreement shall be known as the "Pizza Hut *Minto* Enterprise Agreement".

2. Duress

This agreement was not entered into under duress by any party to it.

3. Term

The agreement shall be operative from the date of registration and shall remain in force for a period of twelve (12) months.

4. Incidence and Parties Bound

(a) The agreement will be binding on the Employer and the persons employed by the Employer.

(i) In the occupations of Kitchen Staff and Counter Assistants.

(ii) At retail outlet Pizza Hut , *Minto*

(b) The agreement shall regulate partially the terms and conditions previously regulated by the Shop Employees State Award. Apart from clauses 11 Hours, 17 Overtime, 18 Meal Times, 20 Holidays, 28 Uniform Protective Clothing, 27 Travelling Time Expenses, allowances etc., 35 Dispute Settlement Procedure, 39 Wages, and 40 Wage Base Rates; all other clauses of the Shop Employees (State) Award shall apply.

(c) Unless inconsistent with the context, words expressed in the masculine gender will include the female gender in the application of the provisions of the agreement.

5. Aims of the Agreement

(a) The Employer and the Employees recognise that this agreement represents a unique opportunity to maintain and build upon the Employer's market share and profitability by providing high quality products, excellent customer service and well trained and motivated employees.

(b) The objectives of the agreement are to:

(i) Ensure the efficiency and prosperity of the business for the benefit of the employees, customers, shareholders and the community.

(ii) Develop and maintain the most productive and harmonious working relationships possible.

6. Conditions of Employment

(a) All employees will be engaged in full-time, part-time or casual basis.

(b) The making of this agreement does not preclude the variation and making of this and further agreements during the terms of this agreement or any other conditions of employment which will comply with Sec.125 of the Industrial Relations Act.

C.L., M.W., 04, WB, SS.

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(i) The ordinary working hours for employees shall not exceed 38 hours per week.

(ii) The spread of ordinary hours of employees shall be 8.00am to 12.00 midnight, Monday through to Sunday.

(iii) A maximum of 4 hours (per night) shall be worked on Sunday and Saturday as Ordinary hours . All hours worked over 4 hours shall be paid at the overtime rate.

8. Meal Breaks

A meal break of not less than 30 minutes and not more than 1 hour shall be taken at the discretion of the employee between the fourth and sixth hour from the time of commencement of work.

9. Wages

(a) Full Time Employees.

The minimum weekly wage for all employees shall be as set out in appendix (a).

(b) Part-Time Employees.

(i) The ordinary working hours for part-time employees shall not be less than three or more than five days of the week. The ordinary daily working hours shall be worked continuously, excluding meal breaks, and shall not be less than three hours or more than eight hours per day. No Part-time employee shall be engaged for more than 38 hours per week.

(ii) Part-time employees shall be entitled to all holiday/leave benefits on a pro-rata basis .

(iii) The hourly rates for part-time employees shall be set out in appendix (b).

(c) Casual Employees.

(i) Casual employees shall be entitled to a minimum of two (2) hours per engagement.

(ii) The hourly rates for casual employees shall be set out in appendix (c).

(iii) The hourly rates specified in appendix (c) shall include all leave and holiday benefits together with 1/12 hourly loading .

(d) Notwithstanding the above no employee shall receive less than the rate applicable under the Shop Employees (State) Award.

10. Overtime

Overtime shall be paid at the rate of one and a half times the ordinary hourly rate for:

(i) All hours worked outside the ordinary hours as specified in sec. 7;

(ii) All hours worked as outside the rostered hours of work for which notice of change of roster was not given;

(iii) Outside the spread of twelve (12) hours per day. The spread of hours will increase by the duration of the meal break where 12 hours ordinary duty is being worked.

11. Public Holidays

All hours worked on a Public Holiday, as prescribed by the award shall be paid at double the ordinary hourly rate applicable to the relevant employee; and all other conditions of the award shall apply.

12. Rosters

All employees shall be notified of their starting and ceasing times by rosters posted in the outlet. Rosters as far as practicable shall be made up and posted seven days in advance. Except in cases of sickness or absenteeism of where the Employer and the employee mutually agree 24 hours of change of roster shall be given by either party.

13. Engagement

All employees shall be advised at the time of engagement whether they are a "Full-Time, Part-Time, Casual Employee".

14. Uniform Allowance

All Part-time and Casual employees shall receive a weekly uniform allowance of \$2.50.

15. Annual Leave

The amount of annual leave taken will be in accordance with the NSW Annual Holidays Act.

16. Transport

Where an employee is detained at work beyond their rostered ceasing time until it is too late to travel by public transport or other regular means of conveyance to the employee's usual place of residence, the Employer will provide suitable transport at no cost to the employee.

17. Superannuation

Superannuation will be paid at the rate of 3 per cent of total hours worked in a complying superannuation fund prescribed by the Occupational Superannuation Standard Act 1987 of the Commonwealth for:

- (i) Employees over the age of eighteen (18); or
- (ii) Employees working in excess of twenty (20) hours a week; or
- (iii) Employees earning in excess of \$450.00 in any calendar month.

18. Sick Leave

Sick leave is payable in accordance to the provisions of the Shop Employees State award.

19. Grievance and Dispute Resolution

(a) Intention

(i) The Works Committee and the Employer both recognise the importance of providing uninterrupted service to customers and agree that their appropriate representatives will confer to resolve any industrial matter in dispute between them without resort to industrial actions of any kind by the employees, or stand downs by the employer. In the event that the matter is not resolved by agreement it will be referred to the Australian Industrial Relations Commission. No party will be prejudiced as to the final settlement by the continuance of work in accordance with this provision.

(ii) It is also recognised that issues affecting employees should be resolved speedily and effectively without recourse to industrial action of any sort and it is intended that most issues will be resolved informally between the employee and the immediate supervisor.

(iii) In order to promote speedy, effective and informal resolution of problems it is agreed that the employees with the grievance will first discuss the matter with the immediate supervisor and every effort will be made to resolve it at this early stage. The immediate supervisor will respond to the employees' grievance as soon as possible, and unless there are exceptional circumstances within twenty-four (24) hours.

(b) The Procedure

(i) The employee should notify their immediate supervisor as to the substance of the grievance and state the remedies sought. The supervisor shall attempt to resolve the matter without delay.

(ii) If no agreement is reached, discussions will be held between the employee and the senior manager.

(iii) If the matter in dispute remains unresolved, a joint meeting shall be organised with the employee, the senior manager and a Director of the Company (or his nominee).

(iv) If the foregoing steps fail to resolve the issue in a reasonable time, the matter in dispute shall be referred by either party to the Industrial Relations Commission for determination.

(c) Right to refer to the Commission

The above steps shall not preclude reference to a dispute to the Industrial Relations Commission at any stage of this procedure if a party believes it necessary. In these circumstances, the Industrial Relations Commission shall retain its discretion to refer the parties back to a continuation of this procedure where the Industrial Relations Commission considers that course appropriate.

(d) Continuity of work

Pending the completion of the procedures set out in this clause, work shall continue without interruption and all parties agree to use their best endeavours to ensure that continuation.

(e) Procedures and obligations

The procedures and obligations contained herein shall be equally binding on the parties to this Agreement. The decision of the Industrial Relations Commission shall be accepted and adhered to by all parties subject to their rights under the Industrial Relations Act 1991.

20. No Precedent

It is agreed that no part of this Agreement shall be used as a precedent by either party in any other negotiations or proceedings.

21. Severability

If any term, covenant or condition or any part of any term covenant or condition of this Agreement or the application thereof shall be or become illegal invalid or unenforceable then the same shall be severed from this Agreement and the remaining terms covenants and conditions or any part of any remaining term covenant or condition shall be affected hereby.

Signed for and on behalf of *Diab Pty Limited* operating Pizza Hut Outlet, *Minto* in the presence of:

R. Parandea RALPH PARANDEEA
Witness (name)

6-5-94
Date:

Signed by the employees of Pizza Hut, *Minto* in the presence of:

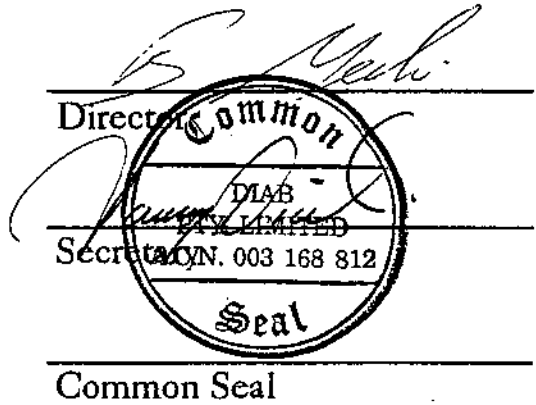
R. Parandea RALPH PARANDEEA
Witness (name)

6-5-94
Date:

LEORIE LADD [Signature]
Name of employee Signature:

WAYNE BROWNING [Signature]
Name of employee Signature:

"YOUSSEF YAGHI" [Signature]
Name of employee Signature: -7-



GARISTA SINGH [Signature]
Name of employee Signature:

Matthew Gossall [Signature]
Name of employee Signature:

Michelle [Signature]
Name of employee Signature:

Name of employee Signature:

Name of employee Signature:

Name of employee Signature:

APPENDIX A

Full Time Employees - minimum weekly wage

Under 16	\$170.05
At 16	\$212.55
At 17	\$255.08
At 18	\$297.56
At 19	\$340.09
At 20	\$382.57
At 21	\$425.10

APPENDIX B

Part Time Employees Hourly Rates :

Under 16	\$4.47
At 16	\$5.59
At 17	\$6.71
At 18	\$7.83
At 19	\$8.95
At 20	\$10.68
At 21	\$11.19

APPENDIX C

Casual Employee Hourly Rates :

Under 16	4.74	+	.40
At 16	\$5.93	+	.50
At 17	\$7.115	+	.60
At 18	\$8.30	+	.70
At 19	\$9.485	+	.79
At 20	\$10.67	+	.89
At 21	\$11.855	+	.99

*Loading for Saturday: adults \$4.00
Juniors \$2.70

*Loading for Sunday: Time and a half.

G.L, M.W, Y.Y, W.B, S.S,

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