

ENTERPRISE AGREEMENT

NO: E.A. 422 /1994

DATE REGISTERED: 26-10-94

PRICE: \$ 16-00

HOG'S BREATH CAFE NELSON BAY

ENTERPRISE AGREEMENT

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 on the 9th day of APRIL, 1994 between Bluecaz Pty Limited trading as HOG'S BREATH CAFE (NELSON BAY) of Shop 16 d'Albora Marina, Teramby Road, Nelson Bay in the State of New South Wales (ACN No. 056 679 362) (HOG'S BREATH) of the one part and:

the EMPLOYEES of Bluecaz Pty Limited trading as HOG'S BREATH CAFE (NELSON BAY) in the Enterprise with the following occupations/trades:

Supervisors	Waiter	Waitress
Qualified Cook	Cook Alone/Chef	Second Cook
Kitchen Hand	Bar Attendant	Cashier

of the other part.

It is agreed by the parties as follows:

1. TITLE

This Agreement shall be known as the HOG'S BREATH CAFE (NELSON BAY) Enterprise Agreement 1994.

2. ARRANGEMENT

This Agreement is arranged as follows:

Clause No.	Subject
1	Title
2	Arrangement
3	Area, Incidence and Parties Bound
4	Period of Operation
5	Relationship to Parent Award
6	Objectives of the Parties
7	Normal Hours of Work
8	Contract of Employment
9	Remuneration/Wage Rates
10	Excessive Hours/Overtime
11	Annual Leave and Public Holidays
12	Sick Leave
13	Meal Breaks
14	Uniforms
15	Grievance Procedure
16	Matters for Further Discussion
17	Statement Regarding Duress

3. AREA, INCIDENCE AND PARTIES BOUND

This Agreement shall be binding on HOG'S BREATH and upon its employees named in the Schedule to this Agreement and such employees as may be employed by HOG'S BREATH from time to time during the life of this Agreement, as extended or varied.

4. PERIOD OF OPERATION

This Agreement shall take effect from the beginning of the first pay period commencing on or after the date of this Agreement's registration under the provisions of the Industrial Relations Act, 1991 and shall remain in force for a period of three years.

5. RELATIONSHIP TO PARENT AWARD

This agreement shall operate in lieu of the Restaurant, &c, Employees (State) Award and the Restaurant, &c, Employees (State) Wages Adjustment Award ("the parent Award").

6. OBJECTIVES OF THE PARTIES

- i) It is the objective of the parties to create an environment which will encourage and support a highly motivated and skilled workforce where the participation, freedom of choice and development of employees will increase the productivity of HOG'S BREATH and, therefore, the long term job security of its employees.
- ii) The employees of HOG'S BREATH will be encouraged to work as a team and to become fully aware that any reduction in their own level of performance would result in reduced productivity by the team.
- iii) The employees of HOG'S BREATH have agreed to perform work which is incidental or peripheral to their main tasks or functions and is within the scope of their skills and competence. Work will be organised to maximise the flexibility of the workforce and, as far as it is possible, to enable employees to work to the limits of their skills and capabilities.

7. NORMAL HOURS OF WORK

- i) The ordinary hours of work shall not exceed forty per week and shall be worked Monday to Sunday inclusive, over five days.
- ii) The management of HOG'S BREATH shall determine the times of each shift in accordance with the requirements of the business.
- iii) A roster will be published weekly and will be available for inspection at the workplace by all employees. The roster will detail the shifts to be worked in the following week.
- iv) It is acknowledged by the parties that there will be no arrangements for the taking of regular or accumulated rostered days off in lieu of payment of any part of normal hours worked.

8. CONTRACT OF EMPLOYMENT

- i) Employees may be engaged in a full-time, part-time or casual capacity.
- ii) Employees will work as directed by the management of HOG'S BREATH.
- iii) The employer maintains the right to dismiss an employee without notice in the event of wilful misconduct or refusing duty and nothing in this Agreement shall affect that right. A period of at least 48 hours notice of dismissal shall be given in all instances apart from circumstances involving wilful misconduct or refusal of duty.
- iv) Full-time and part-time staff shall be given at least 48 hours notice of their requirement for duty. Casual employees may be requested to commence a period of employment without notice but, if called on this basis, may decline to work.

9. REMUNERATION/WAGE RATES

- i) Wages rates shall be no less than those prescribed in the parent Award.
- ii) Wages paid to apprentices, including overtime and penalties, shall be paid at rates specified in the parent Award.
- iii) Wages paid to casual employees (ie employed for less than twenty hours per week) shall be paid at rates specified in the parent Award with a minimum payment of two and one-half hours. However, no additional payments shall be made for work performed in excess of eight hours in any day, should this occur.

- iv) Staff shall be employed pursuant to the following classifications:

Supervisors	Waiter	Waitress
Qualified Cook	Cook Alone/Chef	Second Cook
Kitchen Hand	Bar Attendant	Cashier

- v) Except for apprentices and casuals, remuneration shall be not less than (but may be greater than) the following rates of pay, as determined by HOG'S BREATH from time to time:

- . 20 years of age and under \$ 8.95 per hour
- . 21 years of age and older \$10.00 per hour
- . Persons employed as Supervisors \$11.00 per hour

- vi) In addition to the above rates of pay, contributions to the statutory superannuation levy, at rates as determined from time to time by legislation, shall be paid by HOG'S BREATH.

10. EXCESSIVE HOURS/OVERTIME

- i) All time worked in excess of forty hours in one week or eight hours in one day shall be paid at the normal hourly rates applicable to the employee. An allowance for normal overtime work has been included in the wage scales detailed in Clause 9 above.
- ii) This clause shall apply to all full-time and part-time employees but not apprentices or casual employees whose wages will be as specified in the parent Award.
- iii) If the operational demands of the business so require it, the management of HOG'S BREATH may request a particular employee or employees to continue working beyond the normal rostered shift period for whatever period may be considered necessary. However, the working of overtime is completely voluntary and employees may decline such a request.

11. ANNUAL LEAVE AND PUBLIC HOLIDAYS

- i) All full-time and part-time employees are entitled to four weeks annual leave for each completed year of service in accordance with the Annual Holidays Act 1944 (as amended).
- ii) Payment for the period of annual leave shall be at the rate applicable to the employee as detailed in Clause 9(v) of this Agreement. No additional payment in respect of annual leave loading shall be included, as an allowance in respect of annual leave loading has been incorporated into the hourly wage scales detailed in Clause 9.

- iii) Annual leave falling due to an employee during the period 15th November and 1st February shall, at the option of the management of HOG'S BREATH, be postponed until after 1st February.
- iv) Payment for any gazetted public holiday worked shall be at normal rates as detailed in Clause 9(v). An allowance for additional payments to compensate for work on public holidays has been included in the wage scales detailed in Clause 9.

12. SICK LEAVE

All full-time and part-time employees shall be entitled to one week's sick leave in each year of employment at his or her rate of pay detailed in Clause 9(v) of this Agreement. Apprentices shall be entitled to one week's sick leave at the rate of pay detailed in Clause 9(ii) of this Agreement. 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.

13. MEAL BREAKS

- i) If an employee shift requires work through an ordinary meal time, a one half hour meal break may be taken.
- ii) During the abovementioned meal break a meal shall be provided by HOG'S BREATH.
- iii) Meal breaks shall not be counted as normal working hours for the purpose of the calculation of employee's wages.

14. UNIFORMS

HOG'S BREATH may require employees to wear a special uniform whilst at work. The uniform, if it is required, shall be provided to the employees by HOG'S BREATH at cost price.

15. GRIEVANCE PROCEDURE

- i) The procedure for the resolution of industrial disputation will be in accordance with section 185 of the Industrial Relations Act, 1991. These procedural steps are as follows:

- ii) Procedure relating to a grievance of an individual employee:
 - a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - b) A grievance must initially be dealt with as close to the source as possible, usually with the employee's immediate supervisor, with graduated steps for further discussion and resolution at higher levels of authority.
 - c) Reasonable time limits must be allowed for discussion at each level of authority.
 - d) At the conclusion of this discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - e) While a procedure is being followed, normal work must continue.
 - f) The employee may be represented by an industrial organisation of employees.

- iii) Procedure for a dispute between an employer and the employees:
 - a) A question, dispute or difficulty must initially be dealt with as close to its source as possible with graduated steps for further discussion and resolution at higher levels of authority.
 - b) Reasonable time levels must be allowed for discussion at each level of authority.
 - c) While a procedure is being followed, normal work must continue.
 - d) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purposes of each procedure.

16. MATTERS FOR FURTHER DISCUSSION

The parties agree to commence negotiations on a new Agreement no later than 1st February, 1997.

Any variation to this Agreement will be made in accordance with the provisions of section 125 of the Industrial Relations Act, 1991

17. STATEMENT REGARDING DURESS

The parties declare that this Agreement:


- a) Is not contrary to public interest
- b) Is not unfair, harsh or unconscionable.
- c) Was at no stage entered into under duress and
- d) Reflects the interests and desires of the parties.

This Agreement is made at NELSON BAY on this 9TH day of APRIL 1994
1994.

SIGNED on behalf of Bluecaz Pty
Limited trading as HOG'S BREATH
CAFE (NELSON BAY)

In the Presence of:

Bruce Gosper
 DIRECTOR
 Name of Person and Title



KEITH GRIPPA
 SECRETARY
 Name of Person and Title

[Signature]
 Name of Witness JP.

Signed by employees of Bluecaz Pty Limited trading as HOG'S BREATH
CAFE (NELSON BAY) on the _____ day of _____ 1994

Nathan Arnold Qualified Cook
1 Pirralea Parade,
NELSON BAY. NSW 2315

Nathan Arnold

~~Sonia Crockett Waitress
9 Prentice Parade,
ANNA BAY. NSW 2301~~

~~Tony Deegan Kitchen Hand
Unit 1, The Anchorage,
Laman Street,
NELSON BAY. NSW 2315~~

Alexandra Gosper Waitress
23 Sandy Point Road,
CORLETTE. NSW 2315

Alex Gosper

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Kelli Herbert Kitchen Hand
2/36 Stockton Street,
NELSON BAY. NSW 2315

K. Herbert

Meredith John Kitchen Hand
4 Lenard Avenue,
SHOAL BAY. NSW 2315

M. John

Mark Jones Supervisor
9 The Bottard,
CORLETTE. NSW 2315

Mark Jones

Wendy Lee-Laidler Waitress
2/18 Shores Close,
SALAMANDER BAY. NSW 2301

Wendy Lee-Laidler

James Malsem Qualified Cook
53 Morna Point Road,
BIRUBI POINT. NSW 2301

J. Malsem

Kim McManus Waitress
29 Kent Gardens,
SOLDIERS POINT. NSW 2301

Kim McManus

Ross Omerod Bar Attendant
28 Armdale Avenue,
NELSON BAY. NSW 2315

R. Omerod

Kathy Poldmaa Waitress
28 Armdale Avenue,
NELSON BAY. NSW 2315

Kathy Poldmaa

Belinda Pylypenko Waitress
4/69 Ronald Avenue,
SHOAL BAY. NSW 2315

Belinda Pylypenko

⁷⁵
Kerry Quinton Qualified Cook
Rigney Street,
SHOAL BAY. NSW 2315

Kerry Quinton

^{S (Moss) TEVIDGE}
Warren Skinner Apprentice Chef
~~4/17 Donald Street,~~
NELSON BAY. NSW 2315

Warren Skinner

Troy Winter Apprectice Chef
107 Tanilba Avenue,
TANILBA BAY. NSW 2319

Troy Winter