

ENTERPRISE AGREEMENT

NO: E.A. 426 /1994

DATE REGISTERED: 28-10-94

PRICE: \$ 18-00

HOG'S BREATH CAFE TERRIGAL

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 Chanan No.52 Pty Limited trading as HOG'S BREATH CAFE (TERRIGAL) of 1st Floor, 90 Terrigal Esplanade, Terrigal in the State of New South Wales (ACN No. 060 551 582) (HOG'S BREATH) of the one part and:

the EMPLOYEES of Chanan No. 52 Pty Limited trading as HOG'S BREATH CAFE (TERRIGAL) 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 (TERRIGAL) 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	Payment of Salary
12	Annual Leave and Public Holidays
13	Sick Leave
14	Meal Breaks
15	Uniforms
16	Grievance Procedure
17	Matters for Further Discussion
18	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.

Handwritten notes and signatures:
W. M. G.
H.
A.S.
B.D.
IK
J. C.
M.R.
S.

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. PAYMENT OF SALARY

All wages and salaries will be paid weekly by electronic funds transfer to an account nominated by the employee, through the Westpac Banking Corporation at Terrigal on Tuesday of each week. Funds will be available the same afternoon at the Westpac Banking Corporation, Terrigal and at other financial institutions on the following Wednesday.

kw
MR
SS
J.D
MR
SS
Id

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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

18. 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 TERRIGAL on this 9th day of APRIL 1994.

SIGNED on behalf of Chanan No. 52 Pty Limited trading as HOG'S BREATH CAFE TERRIGAL In the Presence of:

M Flynn
 Name of Person and Position
 MARGOT FLYNN
 DIRECTOR



T. Flynn
 TERENCE JONAS FLYNN
 Director

[Signature]
 Name of Witness *SP*

Signed by 10 employees of Chanan No. 52 Pty Limited trading
as HOG'S BREATH CAFE TERRIGAL on the 9th day of APRIL
1994

Adam Angelo Second Cook
31 Ashley Avenue,
TERRIGAL. NSW 2260
..... Adam Angelo

Cassie Angelo Waitress
31 Ashley Avenue,
TERRIGAL. NSW 2260
..... Cassie Angelo

Catherine Axisa Waitress
165 Serpentine Road,
TERRIGAL. NSW 2260
..... Cathy Axisa

Emma Barr Waitress
"Nglanga"
13 Stinsons Lane
TUMBI UMBI. NSW 2261
..... Emma Barr

Nicholas Benson Kitchen Hand
22 Angus Avenue,
WYOMING. NSW 2250
..... Nicholas Benson

Meredith Boswell Waitress
18 Sophia Jane Street,
CHITTAWAY BAY. NSW 2261
..... Meredith Boswell

~~Carlie Broomham Kitchen Hand
10 Easter Parade,
NORTH AVOCA NSW 2260
.....~~

Brett Daly Qualified Cook
6/112 Terrigal Esplanade,
TERRIGAL. NSW 2260
..... B Daly

Travis Dick Kitchen Hand
169 Oceanview Drive,
WAMBERAL. NSW 2260
..... Travis B. Dick

Steven Fogerty Qualified Cook
121 Spurway Road,
ERMINGTON. NSW 2115
..... St Fogarty

~~Tracey Lee Gillis Waitress
48 Griffith Street,
MANNERING PARK. NSW 2250
.....~~

~~Catherine Harpley Waitress
40 Painters Lane
TERRIGAL. NSW 2260
.....~~

Megan Hearn Waitress
11 Mitchell Street,
NORAH HEAD. NSW 2263

Megan Hearn

Gretchen Hood Qualified Cook
Lot 2,
Fall Timbers Road,
WAMBERAL. NSW 2260

Gretchen Hood

Darren Jackson Qualified Cook
10 Hillside Road,
AVOCA BEACH. NSW 2260

Darren Jackson

~~Kirk Newport Kitchen Hand
42A Beaufort Road,
FERRIGAL. NSW 2260~~

Edwina Scotts Waitress
~~9 Cowper Road, 53 KALLAROO RD,~~
UMINA. NSW 2257

Edwina Scotts

Stephen Strang Kitchen Hand
30 Crawford Crescent,
WYOMING. NSW 2250

Stephen Strang

Jennifer Vistnes Waitress
5 Morrison Street,
SARATOGA. NSW 2251

Jennifer Vistnes

~~Karen Watkins Waitress
72 Pramway Road,
NORTH AVOGA. NSW 2250~~

Dannielle Wilkinson Waitress
Unit 5,
32 Davies Street,
KINCUMBER. NSW 2251

Dannielle Wilkinson

Brenden Young Bar Attendant
34 Campbell Crescent,
TERRIGAL. NSW 2260

Brenden Young

SIMONE BOYS
18 DILLON RD
WAMBERAL NSW 2260 WAITRESS

Simone Boys

ANDREW STOKES
18 B PARRY AVE
TERRIGAL NSW 2260 BAR ATTENDANT

Andrew Stokes

KYM DALLMAN
1150 RIVIERA DRIVE
TERRIGAL NSW 2260 QUALIFIED COOK

Kym Dallman