

ENTERPRISE AGREEMENT

NO: E.A. 465 /1994

DATE REGISTERED: 25-11-94

PRICE: \$ 16-00

SPECIALTY DONUTS ENTERPRISE AGREEMENT 1994

1 Title

This Agreement shall be known as the Specialty Donuts Enterprise Agreement (and is hereafter referred to as "the Agreement")

2 Arrangement

This Agreement shall be set out in the following manner:

Clause No	Subject Matter
1	Title
2	Arrangement
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15	Bereavement Leave
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3. Parties Bound and Scope

This Agreement shall be binding upon Janice Stuart trading as Specialty Donuts (henceforth referred to as the "Employer") whose place of business is Shop 53A Marketown Mt Druitt NSW and in respect to all employees employed by the Employer as shop assistants and donut bakers in the said place of business at the time of making this Agreement and from time to time during the term of this Agreement.

4 Operation

This Agreement shall operate from the date of registration 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 for employees in the occupation of shop assistant in charge of 12 employees, shop assistant and donut maker previously regulated by the Shop Employees (State) Award, the Pastrycook's State Award and the Retail Employees Superannuation Award and as defined in clause 7, minimum conditions.

6 Contact of Employment

- a) Employees shall be employed as either full-time, part-time or casual.
- b) Full-time and part-time employees shall be employed by the week and paid by the week.
- c)
 - i) Casual employees shall be employed by the hour and paid by the week.
 - ii) Casual employees may be terminated by the Employer or the employee without notice.
- d) Full-time and part-time employees may be terminated or resign during the first month of employment by 1 day's notice and thereafter by one week's notice, 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 for neglect of duty or misconduct.
- f) An employee not attending for duty shall not be paid for the actual time of such non attendance, except where the non-attendance is due to Annual Leave, clause 13; Sick Leave, clause 14; Bereavement Leave, clause 15; Public Holidays, clause 16 and Jury Service, clause 17; of this Agreement.

7 Minimum Wages

- a) Full-time employees 21 years and over, shall be paid for work during ordinary hours not less than the weekly rate for the relevant level assigned by the Employer as follows:

Level	Description	Minimum Rate for Ordinary Time Earnings
Level 1	Employee being responsible for supervision of up to twelve assistants and with no buying responsibility	\$411.10 -
Level 2	Employees having the requisite basic skills to make donuts, serve customers as determined by the Employer	\$ 391.80 per week

b) All employees have every reasonable support to acquire new and increased skills. Long term career oriented employment is preferred through retention of quality staff with a broad base of skills and experience. New employees shall start on level 2 with progress through to level 1 being dependent on the acquisition of skills and their application on the job.

c) Full-time employees under the age of 21 years shall be paid for ordinary time work not less than the relevant age related weekly rate being a percentage of the rate for level 1 or 2 as follows:

Under 16 years	40%
16 years	50%
17 years	60%
18 years	70%
19 years	80%
20 years	90%

d) Full-time employees (other than those in training) directed to perform all the duties of a job in a higher level for a continuous period of more than 5 working days shall be paid for such work not less than the rate specified for those higher duties.

8 Part-time Employment

a) The ordinary hours of work for part-time employees shall be worked exclusive of meal breaks, according to clause 8(b) and shall not be more than the ordinary hours of full-time employees as prescribed in clause 11(a).

b) Each part-time employee shall be granted a minimum pro rata rate per hour (according to age and/or level as the case may be) calculated by reference to clause 7(a) and (c) and shall be granted annual leave and sick leave on a pro rata basis.

L. Kelly
S. Mutholund
F. Keller
C. McCoy
G. Glenon
K. Wallace
D. Plutner

9 Casual Employment

- a) The ordinary hour of work for casual employees shall be worked, exclusive of meal breaks, according to clause 11 and shall not be more than the ordinary hours for full-time employees as prescribed in clause 11(a).
- b) A casual employee is engaged and paid as such on a minimum pro rata rate per hour (according to age and/or level as the case may be) calculated by reference to clause 7(a) or (c) herein and in addition be paid in lieu on a pro rata basis for annual leave and sick leave.
- c) No employee who on average during the term of the Agreement is rostered for ordinary hours of work shall be disadvantaged by those rostering arrangements from the award provisions referred to in s122 (1) of the Industrial Relations Act (NSW).

10 Occupational Superannuation

- a) Employees shall be entitled to occupational superannuation as outlined in the Superannuation Guarantee Act 1992

11 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 Sunday to Saturday.
- b) The Employer agrees to provide the employees with a weekly roster of the day and hours to be worked in the following week. The roster shall be placed on the notice board a week in advance. Employees are required to notify the Employer one week prior to the preparation of the roster (ie two weeks prior to the week in question) if the employee is unavailable.
- c) Wherever possible work shall be arranged so that employees have a minimum of at least 12 consecutive hours off duty between work on successive days.
- d) Commencing times for ordinary hours of work shall be not before 5 am. and ceasing times shall be before 11 pm..

12 Overtime

- a) Full-time employees shall perform such work by mutual agreement in excess of ordinary hours.

- b) Full-time employees shall be paid at the rate of 105% of the ordinary rate for work in excess of 152 hours in any consecutive four week period.
- c) By mutual agreement between the Employer and an employee overtime entitlement of an employee any be liquidated by an employee having time off in lieu of payment at the rate of single time for each hour of overtime worked. Such time shall be taken within three months of falling due, failing which, payment of overtime will be made.

13 Annual Leave

Weekly employees shall be entitled to 4 weeks annual leave per year equivalent to 152 hours paid leave to be paid on a pro rata basis in the event of a weekly employee being engaged for less than 12 months. Annual leave shall be in accordance with the Annual Holidays Act 1944.

14 Sick Leave

- a) Weekly employees shall be entitled to 38 hours per year of paid sick leave provided that:
 - (i) the employee shall where practicable advise the Employer of his/her inability to attend work, the nature of the illness and the estimated period of absence.
 - (ii) the employee shall produce a medical certificate in respect of the days claimed. Sick leave entitlements shall be non cumulative.
- b) Notwithstanding the above the Employer may dispense with the above requirements of this clause where the employer is of the view that the circumstances warrant a more generous approach. Sick leave entitlements shall be strictly in accordance with the provisions of s122(1) of the Industrial Relations Act (NSW) 1991.

15 Bereavement Leave

- a) Full and part-time employees shall be entitled to bereavement leave of 3 days without loss of pay on each occasion and on the production of satisfactory evidence of the death in Australia of an member of the immediate family. Immediate family shall be understood to include: husband, wife, father, mother, sister, brother, child, stepchild, grand parents or parents-in-law. For the purposes of this clause "husband" and "wife" shall include de facto wife or husband and "father" and "mother" shall include foster father or mother and step father or mother.
- b) Nothing in the forgoing shall limit the Employer in dealing with a particular case on a more generous basis.

16 Public Holidays

- a) All gazetted public holidays shall for the purpose of the Agreement not be differentiated for special rates of pay and shall be subject to the provisions of clause 11 of this Agreement.
- b) Where a full-time employee is rostered to work on a public holiday that employee shall be entitled to time off in lieu equal to the hours worked on the public holiday on a day to be agreed with the Employer.

17 Jury Service

- a) A full-time or part-time 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 the attendance for such jury service and the amount the employee would have received in respect of ordinary time that would have been worked had the employee not been on jury service.
- b) A full time or part-time employee shall notify the Employer as soon as possible of the date required to attend jury service. The employee shall give proof of attendance, the duration of such attendance and the amount received for jury service.

18 Weekend Rates

- a) Casual employees working on Sunday shall be paid at the rate of 1.5 times the rates specified in clause 7 plus a pro rata amount for annual leave and sick leave.
- b) Ordinary hours for Full Time and Part Time employees working on Saturday shall be paid at the rate of 1.25 times the ordinary rates of pay specified in clause 7.
- e) Ordinary hours for Full Time and Part Time employees working on Sunday shall be paid at the rate of 1.5 times the ordinary rates of pay specified in clause 7.

19 Notification of Birthdays

- a) Each employee under the age of 21 years is required to notify the employer of the impending birthday 1 week prior to that employee's birthday.

20 Meal Allowance

- a) In the event of an employee being required to work more than the ordinary hours or more than 7 hours in any one day then the employee shall with the Employers concurrence be paid a meal allowance of at least \$6.90 as to cover the cost of a meal. The employee may receive higher amounts of meal allowance with the employers concurrence.

21 Meal & Tea Breaks

- a) Employees shall subject to the employers discretion be entitled to a 10 minute paid tea break after 4 hour continuous work. Employees shall be subject to the Employers discretion be entitled to a 30 minute unpaid meal break after 5 hours continuous work.

22 Leave without Pay

- a) Employees may take up to a maximum of 4 weeks leave without pay in any on year subject to the Employers agreement. Employees shall be granted leave without pay having consideration to:
 - (i) The period of notice given to the Employer being not less than 2 months;
 - (ii) no more than two employees shall take leave without pay at any one point in time.

23 Cleanliness and Uniforms

- a) Each employee is obliged to conduct him/herself in a clean and hygienic manner at all times and is required to:
 - (i) wash hands prior to handling food or food implement
 - (ii) not wear excessive nail polish or excessive jewellery;
 - (iii) have hair tied back so as it does not fall on the employees face or come into contact with any food;
 - (iv) ensure that the uniform worn to work is clean and tidy;
 - (v) respond to customers in a courteous and friendly way.

24 Disputes Procedures

- a) Disputes or grievances arising within the enterprise shall as far as practical be resolved through conciliation among the parties by employing the following procedures:
- (i) Initially the staff member with a grievance or claim shall discuss the grievances and claims with his/her immediate supervisor with the view to immediately resolving the issue;
 - (ii) Where there is no satisfactory resolution as a result of discussions between the staff member and his/her supervisor then the employee may involve other employees on an informal and confidential 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 the supervisor take the matter to the proprietor of the enterprise for resolution;
 - (iv) Should the matter in question not be resolved after discussions with the proprietor or involve the interpretation of this enterprise agreement the employee and proprietor may agree to involve an impartial third party from outside the organisation who can assist them reach a mutually acceptable outcome.

If the issue in dispute is not resolved as a result of the above steps being employed then the parties may request the matter to be taken up through the due processes of the Industrial Relations Commission.

25 No Duress

The Specialty Donuts Enterprise Agreement 1994 was not entered into under duress by any of the following employees who are party to it.

Signed Employee Name	Signature	Employee Name	Signature
Salina Samuel	<i>Salina Samuel</i>	Karen Wallace	<i>K. Wallace</i>
L. Kelly		S Glennon	<i>S Glennon</i>
Adam Howat	<i>A. Howat</i>	SANDRINE BONNE	<i>Sandrine Bonne</i>
Michelle Muscat	<i>[Signature]</i>	Philip Glennon	<i>P. Glennon</i>
Tracey Keller	<i>Tracey Keller</i>	Kim Wallace	<i>K. Wallace</i>
Sharee Mithalland	<i>Sharee Mithalland</i>		
Anne Fisher	<i>Anne Fisher</i>	JANICE STUART	<i>[Signature]</i>
NATASHA MARTIN	<i>N. Martin</i>		
Carly Mccoy	<i>Carly Mccoy</i>		
Christine Soliman	<i>Christine Soliman</i>		