

ENTERPRISE AGREEMENT

NO: E.A. 94 /1994

DATE REGISTERED: 28-3-94

PRICE: \$ 20-00

HOG'S BREATH CAFE TAMWORTH

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 5th day of December 1993 between Desertrose Pty Limited trading as HOG'S BREATH CAFE (TAMWORTH) of 265-267 Peel Street, Tamworth in the State of New South Wales (ACN No. 062 192 018) (HOG'S BREATH) of the one part and:

the EMPLOYEES of Desertrose Pty Limited trading as HOG'S BREATH CAFE TAMWORTH in the Enterprise with the following occupations/trades:

Supervisors
Qualified Cook
Kitchen Hand

Waiter
Cook Alone/Chef
Bar Attendant

Waitress
Second Cook
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 (TAMWORTH) ENTERPRISE AGREEMENT 1993.

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

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 ("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.
- 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 National Australia Bank at 400 Peel Street, Tamworth on Monday of each week. Funds will be available the same afternoon at the NAB 400 Peel Street, Tamworth and at other financial institutions on the following Wednesday.

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 employer by HOG'S BREATH at cost price.

16. GRIEVANCE PROCEDURE

- i) The procedure for the resolution of industrial dispute 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 September, 1996.

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

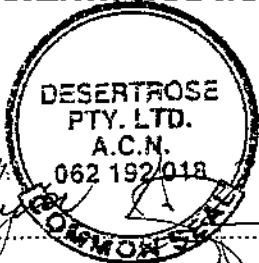
The parties declare that this Agreement:

- 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 TAMWORTH on this 5th day of December 1993.

SIGNED on behalf of Desertrose Pty Limited trading as HOG'S BREATH CAFE TAMWORTH

In the Presence of:



J. TAYLOR G.D. TAYLOR
DIRECTOR DIRECTOR
Name of Person and Title

[Signature]
Name of Witness JP.

Signed by 33 employees of Desertrose Pty Limited trading as HOG'S BREATH CAFE TAMWORTH on the 5th day of DECEMBER, 1993

Belinda BAYLISS
24 Graham Street,
CALALA. NSW 2340

Kitchen Hand
B.J.B.

B.J. Bayliss

Annette Margaret BOOTH
47 Kurrawan Street,
TAMWORTH. NSW 2340

Waitress

A.B. Booth

Joely BRENNAN,
19 Baxter Place,
TAMWORTH. NSW 2340

Waitress

J. Brennan

Sarah BRIGGS,
"Kakea", RMB 850A,
TAMWORTH. NSW 2340

Waitress

Sarah Briggs

Leanne BRODBECK,
1/360 Goonoo Goonoo Road,
TAMWORTH. NSW 2340

Waitress

Leanne Brodbeck

Cathryn Renee BYRNE
13 Thomas Street,
TAMWORTH. NSW 2340

Waitress

Cathryn Byrne

Fiona Gay CLAY
"Tyona", Garthowen Road,
TAMWORTH. NSW 2340

Waitress

F. G. Clay

Kellie DICKSON
1/100A Carthage Street,
TAMWORTH. NSW 2340

Bar Attendant

Kellie Dickson

Michelle DWYER
84 Oak Street,
SOUTH TAMWORTH. NSW. 2340

Waitress

M. Dwyer

Kathryn FERGUSON
72 Rawson Avenue,
TAMWORTH. NSW 2340

Waitress

K. Ferguson

Lloyd David GRIS
Charles Street,
BENDEMEER. NSW 2355

Qualified Cook

L. Gris

Kay GREEN,
14 King Street,
TAMWORTH. NSW 2340

Waitress

K. Green

Angela HALL
6/41 Piper Street,
TAMWORTH. NSW 2340

Kitchen Hand

A. Hall

Nerida Elaine HAMBRECHT
Unit 5, 8 Gunn Place,
TAMWORTH. NSW 2340

Waitress

N. Hambrecht

John HARRISON
c/o 9 Ruthning Avenue,
TAMWORTH. NSW 2340

Bar Attendant

J. Harrison

Andrew HAYES
26 Kent Street,
TAMWORTH. NSW 2444

Bar Attendant

Andrew Hayes

Sarah Elizabeth Mary HORN
"Biwondah",
Neminga Heights Road
NEMINGHA. NSW 2340

Waitress

S. Horn

Roy JONES
11 Church Street,
TAMWORTH. NSW 2340

Kitchen Hand

R. Jones

~~Peter James KELLY~~
~~3/86 Denison Street,~~
~~TAMWORTH. NSW 2340~~

~~Qualified Cook~~

Steve LALIBERTE
c/o 9 Ruthning Avenue,
TAMWORTH. NSW 2340

Waiter

.....
Steve Laliberte
.....

Kara LEVINGSTON
13 Waree Drive,
TAMWORTH. NSW 2340

Kitchen Hand

.....
Kara Levingston
.....

Kellie Maree McANDREW
15 Wilkie Street,
WERRIS CREEK. NSW 2341

Kitchen Hand

.....
KM Andrew
.....

Scott Alexander McKENZIE
79 Phillip Street,
TAMWORTH. NSW 2340

Kitchen Hand

.....
Scott McKenzie
.....

Deborah NEAL
"Springhill",
RMB 124D Nundle Road,
TAMWORTH. NSW 2340

Waitress

.....
Dneal
.....

^{Jane Pitkin}
~~Elizabeth-Jane PITKIN~~ *EP*
38 Peel Street,
TAMWORTH. NSW 2340

Waitress

.....
J Pitkin
.....

Rosemary Kay PRICE
2/272 Goonoo Goonoo Road,
TAMWORTH. NSW 2340

Kitchen Hand

.....
R Price
.....

Mark RODDA
27 Heugh Street,
TAMWORTH. NSW 2340

Kitchen Hand

.....
Mark Rodda
.....

Alison SHEARMAN
15 Harrier Parade,
CALALA. NSW 2340

Qualified Cook

.....
Al Shearman
.....

Eli WEST
Abbey Road,
Sedgefield,
SINGLETON. NSW 2330

Qualified Cook

.....
Eli West
.....

Melissa WINDSOR
2/67 Mathew Street,
TAMWORTH. NSW 2340

Kitchen Hand

Melissa Windsor

Carole Ann WRIGHT
131 Upper Street,
TAMWORTH. NSW 2340

Kitchen Hand

Carole Ann Wright

KENNETH ALEXANDER ANDERSON

46 GRIFFIN AVE

TAMWORTH NSW 2340

QUALIFIED COOK

K. Anderson

TAMARA LEE PONTT

KOTI, KINCUMBRA ESTATE

GOONDS. GOONDS ROAD

TAMWORTH NSW 2340

KITCHEN HAND

Tamara Lee Pontt

ROSEANNE GALWAY

WILLANGRA ROAD

TINTINHUL NSW 2340

QUALIFIED COOK

Roseanne Galway