

ENTERPRISE AGREEMENT

NO: E.A. 6 /1995

DATE REGISTERED: 5-1-95

PRICE: \$ 14-00

WARRINGAH N.Z.N. ENTERPRISE AGREEMENT

1 Title

- 1.1 This agreement shall be known as the Warringah N.Z.N. Enterprise Agreement ('the Agreement').

2. Arrangement

- 2.1 This Agreement is set out in the following manner.

<u>Clause No.</u>	<u>Subject Matter</u>
1.	Title
2.	Arrangement
3.	Parties Bound and Enterprise Covered
4.	Operation
5.	Scope of Coverage
6.	Contract of Employment
7.	Minimum Rates of Wages for Ordinary Hours
8.	Hours of Work
9.	Overtime
10.	Public Holidays
11.	Meal Breaks and Refreshments
12.	Sick Leave
13.	Disputes and Grievances Procedure
14.	No Duress

3. Parties Bound and Enterprise Covered

- 3.1 This Agreement is between Neiga Holdings Pty Ltd, A.C.N. No. 003 535 993, trading as New Zealand Natural Warringah Mall, on the one part (the "Employer") and the staff of the enterprise described in Clause 3.3 (the "Employees").
- 3.2 The enterprise to which this agreement relates is known as New Zealand Natural Warringah Mall, confection shop at Shop 163, Ground Floor, Warringah Mall Shopping Centre, Brookvale, N.S.W. 2100.
- 3.3 This Agreement covers all employees otherwise covered in the trades and occupations of Shop Assistant without duty of buying and in charge of 0-4 assistants, Shop Assistant, Improver Waiter/Waitress of the Shop Employees (State) Award.

4. Operation

- 4.1 This Agreement shall operate from the date of registration (which is noted as day of 199) and shall remain in force for 3 years from the said date of registration.

5. **Scope of Coverage**

- 5.1 The Agreement regulates totally the terms and conditions of employment for all employees described in Clause 3.3 instead of the Shop Employees (State) Award. To the extent of any inconsistency between the award and the Agreement, the Agreement shall prevail.
- 5.2 Nothing in this Agreement limits the application to an employee bound of any conditions that apply under any Act irrespective of its conditions such as parental leave, annual leave, long service leave, jury service, superannuation, workers' compensation.

6. **Contract of Employment**

- 6.1 Employees shall be engaged on the following basis:
- 6.1.1 employed by the week.
- 6.1.2 payment shall be at least once each fortnight (or on such other basis as may be agreed between the employer and the employees).
- 6.1.3 may be terminated during the first 3 months of employment (on probation) by 4 hours notice and after one month of employment (following confirmation) by one weeks notice on either side.
- 6.2 Nothing in the Agreement shall affect the right of the Employer to dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty or misconduct.

7. **Minimum Rates of Wages for Ordinary Hours**

7.1 Subject to Clause 7.3, the rates of pay for each adult employee shall be the appropriate minimum according to the levels in this Agreement as follows:

Description	Minimum Rate for Ordinary Hours
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7.1.1 **Level 1**

Employees 21 years of age and over shall be paid a minimum rate for work during ordinary hours not less than the hourly rate as follows:

shall mean - Starting Rate	\$11.50 per hour
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Employees, other than improver waiters/waitresses, under 21 years of age, shall be paid for the work during ordinary hours not less than the relevant age related weekly rate as follows:

Under 16 years of age	\$ 4.60 per hour
At 16 years of age	\$ 5.80 per hour
At 17 years of age	\$ 6.90 per hour
At 18 years of age	\$ 8.10 per hour
At 19 years of age	\$ 9.20 per hour
At 20 years of age	\$ 10.40 per hour

7.1.2 **Level 2**

Employees 21 years of age and over shall be paid a minimum rate for work during ordinary hours not less than the hourly rate as follows:

shall mean - Customer support	\$11.75 per hour
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Employees having successfully completed training tapes and booklets and demonstrated first shift support, skills on the job.

Employees, other than improver waiters/waitresses, under 21 years of age, shall be paid for the work during ordinary hours not less than the relevant age related weekly rate as follows:

Under 16 years of age	\$ 4.70 per hour
At 16 years of age	\$ 5.90 per hour
At 17 years of age	\$ 7.05 per hour
At 18 years of age	\$ 8.25 per hour
At 19 years of age	\$ 9.40 per hour
At 20 years of age	\$ 10.60 per hour

7.1.3 Level 3

Employees 21 years of age and over shall be paid a minimum rate for work during ordinary hours not less than the hourly rate as follows:

shall mean - Fully Competent \$12.00 per hour
 Employees having the skills of Levels 1 and/or 2
 and having demonstrated personal image, hygiene,
 customer service, staff supervision, sales building
 on the job as assessed by the franchisee.

Employees, other than improver waiters/waitresses, under 21 years of age, shall be paid for the work during ordinary hours not less than the relevant age related weekly rate as follows:

Under 16 years of age	\$ 4.80 per hour
At 16 years of age	\$ 6.00 per hour
At 17 years of age	\$ 7.20 per hour
At 18 years of age	\$ 8.40 per hour
At 19 years of age	\$ 9.60 per hour
At 20 years of age	\$10.80 per hour

7.2 Juniors employed as improver waiters/waitresses shall receive not less than the percentage of the adult award rate as follows:

1st three (3) months	78.5%
2nd three (3) months	82.5%
thereafter	100%

7.3 The employer, having regard to the skills, responsibilities and merit of an employee, may agree with an individual employee by separate contract to pay a rate in excess of the rates in Clauses 7.1.

8. Hours of Work

8.1 The ordinary hours of work shall be, by mutual agreement from time to time, a maximum average of 38 hours per week not more than 9 per day, Monday to Friday.

8.2 Wherever reasonably possible work shall be arranged so that an employee shall have at least 10 consecutive hours off duty between work on successive days.

9. Overtime

- 9.1 Employees who work in addition to agreed ordinary hours shall do so by agreement from time to time and at the same rate or at an agreed rate higher than the rate which would ordinarily apply for ordinary hours in this Agreement.
- 9.2 An overtime meal allowance can be paid at the discretion of the employer.

10. Public Holidays

- 10.1 Employees can, by agreement, work ordinary hours on any days appointed as Public Holidays throughout the State.
- 10.2 Where an employee would have been entitled to payment for not working ordinary hours on a Public Holiday, had an award applied, payment will be according to Clauses 7 and 8 of this Agreement.

11. Meal Breaks and Refreshments

- 11.1 Non-paid meal breaks shall be as arranged between the Employer and the employee.
- 11.2 During any shift of eight hours or more, employees shall be allowed opportunities for a paid refreshment break or breaks of no more than thirty minutes duration in aggregate and not less than five minutes for any one break. Employees on shifts of less than 8 (eight) hours shall be allowed opportunities for paid refreshment breaks of no more than 15 minutes duration in aggregate. Such breaks shall be arranged in such a manner as not to interfere with the continuous running of the establishment.

12. Sick Leave

- 12.1 An employee who is unable to attend or remain at his/her place of employment by reason of personal illness or personal incapacity not due to the Employee's wilful misconduct, shall be entitled to one (1) week of absence paid at the appropriate ordinary hourly rate for the first and each subsequent year of employment. Such days if not taken shall not accumulate from year to year under this agreement.
- 12.2 Provided that the employee complies with the following conditions:
- 12.2.1 The employee shall, where practicable, advise the employer of his/her inability to attend for work on the morning of the absence and as far as possible the nature of the illness and the estimated period of absence; and

- 12.2.2 If so required by the employer, the employee shall produce a medical certificate or other satisfactory evidence to prove the employee's inability to attend for duty on the days in respect of which sick leave is claimed.
- 12.2.3 The foregoing provisions are not intended to limit the Employer dealing with particular cases on a more generous basis.

13. Disputes and Grievances Procedure

- 13.1 All disputes or grievances arising within the enterprise shall as far as practical be resolved through consultation among all of the parties within the enterprise. Accordingly the following procedure shall be followed:
- 13.1.1 initially the staff member shall discuss any grievance, dispute or claim with the senior employee and/or franchisee.
- 13.1.2 where there is no satisfactory resolution arising from discussions between the employee and his/her supervisor they may agree to involve other employees on a confidential and informal basis.
- 13.1.3 where there is no satisfactory resolution through informal discussions among nominated employees the aggrieved employee may seek the franchisee's agreement to discuss the matter with the franchisor.
- 13.1.4 should the matter involve interpretation of this Agreement the employee and the franchisee may agree on the involvement of an impartial third party from outside the organisation who can assist them reach a mutually acceptable out come, (where this involves junior employees parents can also be involved in consultation).
- 13.2 If not settled the parties may request the matter to be taken up through the due processes with the Industrial Relations Commission.

14. No Duress.

14.1 The Warringah N. Z. N. Enterprise Agreement was not entered into under duress by any of the following persons who are party to it:

Name	Residential Address and Telephone Number	Signature
Kunda Harris	35 Beacon Avenue Beacon Hill 2100 938 3186	<i>Kunda Harris</i>
Mare Desmarais	17 Shalford Place St Ives 2075 449 4317	<i>M Desmarais</i>
Toni Lewis	4 Veterans Parade Collaroy Plateau 2097 971 5462	<i>Toni Lewis</i>
Denise Jugmans	3 Gowlburn St. St Ives 2075 488 8901	<i>D. Jugmans</i>
Kiona Connel	5/25 Shurlee Parade Dee Why 2099 977 4422 982 5987	<i>K Connel</i>
Jida Hancock	2 Mariposa Road Balgela Plateau 2107 918 3355	<i>Jida Hancock</i>
Helen Madigan	92 Beacon Hill Rd, Beacon Hill 2100 905 4408	<i>H Madigan</i>
Milena Valerio	76 King St Manly Vale 2093 948 3678	<i>M. Valerio</i>
Kwisa Browett	5 Ocean Grove, Collaroy 2097 971 7034	<i>Kwisa Browett</i>
G. A. Faalafu	60 Kirkstone Road Wheeler Heights 2097 971 4552	<i>G. A. Faalafu</i>
Eliza Cooper	152 Woodland Rd, Balgeloh 2093 949 5250	<i>Eliza Cooper</i>

Employer Name
NEIGA HOLDINGS PTY. LTD
trading as New Zealand Natural Warringah Mail
A.C.N. No. 003 535 993



Stojanek
On behalf of the Employer
(DIRECTOR)