

ENTERPRISE AGREEMENT

NO: E.A. 219 /1995

DATE REGISTERED: 29-6-95

PRICE: \$ 26-00

NEW YORK ON VICTORIA ENTERPRISE AGREEMENT

ARRANGEMENT

Clause No.	Subject Matter
1.	Preamble
2.	Parties Bound
3.	Status and Aim of Agreement
4.	Date and Period of Operation
5.	Terms of Employment
6.	Definitions
7.	Hours
8.	Working Roster and Rostered Time Off
9.	Wage Rates
10.	Overtime
11.	Time Allowed Off
12.	Leave
13.	Meals
14.	Absenteeism Minimisation Program
15.	Payment of Wages
16.	Multiskilling and Training
17.	Superannuation
18.	Disputes Procedure
19.	No Duress
20.	Signatures

1. PREAMBLE

This Enterprise Agreement is designed to create greater flexibility in employment practices within the enterprise conducted by Abbas Mojarrad trading as New York on Victoria and to accord to employees of that enterprise more stable employment and greater access to training and career enhancement.

2. PARTIES BOUND

- (a) The parties to this agreement are:-
- (i) Abbas Mojarrad trading as New York on Victoria located at 316 Victoria Avenue, Chatswood, New South Wales; and
 - (ii) The Works Committee ("The New York on Victoria Works Committee") formed by the employees of the employer engaged in any of the occupations set out in clause 6 of this agreement during the currency of this agreement ("The Employees").

3. STATUS AND AIM OF AGREEMENT

- (a) This agreement shall determine all of the terms and conditions of employment of the employees which are capable of inclusion in an Award and operates to the full and total exclusion of the provisions of the following awards:

The Restaurant Employees (State) Award
The Restaurant Employees (State) Wages Adjustment Award

To the extent of any inconsistency between the above awards and this agreement, this agreement shall prevail.

4. DATE AND PERIOD OF OPERATION

This agreement shall commence on the day of its registration by the Industrial Registrar, which is noted to be and shall operate for a period of three years thereafter.

5. TERMS OF EMPLOYMENT

- (i) Employees shall be engaged on a weekly or casual basis.
- (ii) Upon engagement an employee shall be informed by the employer of the basis of the engagement ie. full-time, part-time or casual.

- (iii) Upon engagement all employees shall be given a job description which they will be required to read and sign an acknowledgment to that effect.
- (iv) The employment of weekly employees may be terminated by 1 weeks notice given by either side at any time during the week, or by the payment or forfeiture, as the case may be, of wages for the required period of notice.
- (v) The employer may dismiss any employee without notice for refusal of duty, absence without satisfactory explanation, neglect of duty or wilful misconduct and in such cases the wages shall be paid on the next succeeding pay day.
- (vi) An employer may deduct from the wages due to an employee who fails to attend for work for a reason other than that they are on any form of paid leave provided for by this agreement or any Act the amount that would have ordinarily been due for the actual time of non attendance.
- (vii) Where an employee is absent from work for a continuous period exceeding two working days without notification to the employer, then that employee shall be deemed to have terminated their employment without notice.
- (viii) Employees shall perform such work as the employer shall, from time to time, reasonably require including working reasonable overtime.

6. DEFINITIONS

- (a) "Apprentice" shall mean an employee who is apprenticed to the trade of commercial cookery being a declared trade for the purposes of the Industrial and Commercial Training Act by the Industrial and Commercial Training Orders 1989.
- (b) "Broken Shift" shall mean a rostered shift in which non-working time exceeds one hour.
- (c) "Casual Employee" shall mean an employee engaged otherwise than as a full-time or part-time employee.

(d)

"Classifications"

(i) HOSPITALITY SERVICES LEVEL 1 shall mean an employee who is primarily engaged in one or more of the following:

- cleaning and tidying of toilet, kitchen, food preparation and customer service areas, including the cleaning of equipment, crockery and general utensils.
- assembly and preparation of ingredients for cooking.
- handling, storing and distributing goods, including pantry items and linen.
- setting and/or wiping down tables, removing food plates, emptying ashtrays and picking up glasses.
- serving prepared hot or cold dishes.
- preparing and serving hot or cold beverages.
- providing general assistance to employees of a higher grade.

(ii) HOSPITALITY SERVICES LEVEL 2 shall mean an employee whose duties include but are not limited to:

- cleaning and tidying of toilet, kitchen, food preparation and customer service areas, including the cleaning of equipment, crockery and general utensils.
- undertaking general waiting duties of both food and/or beverages, including cleaning of restaurant equipment, preparing tables and sideboards, taking customer orders, serving food and/or beverages and clearing tables, greeting and seating guests.
- supplying, dispensing or mixing of liquor, including cleaning of bar areas and equipment, preparing the bar for service, taking orders and serving drinks.
- receipt of monies.
- serving from a snack bar, buffet or meal counter.

- receiving storing and distributing goods.
 - taking orders by telephone or while stationed at a fixed ordering point.
 - providing assistance to employees of a higher grade.
- (iii) HOSPITALITY SERVICES LEVEL 3 shall mean an employee who is primarily engaged in general cooking duties.
- (iv) HOSPITALITY SERVICES LEVEL 4 shall mean an employee who has been assessed by the employer as being able to work at this level.
Duties may include;
- any work of a lower grade when required.
 - supervision of employees of a lower grade.
 - training and co-ordinating staff.
 - responsibility for the maintenance of service and operational standards.
 - development of stock control and security procedures menu planning, staff rostering and staff recruitment and induction.
- (v) TRAINEE shall mean a trainee in the calling of Food and Beverage Service. An employee may be employed in this classification for a period not exceeding 6 months.
- (e) "Full-time Employee" shall a weekly employee engaged by the employer to work an average of 40 hours per week.
- (f) "Part-time Employee" shall mean a weekly employee employed by the employer for more than six ordinary hours in any week, but less than the number of hours worked by a full-time employee.
- (g) "Uniform" shall mean any special wearing apparel the employer requires the employer to wear whilst on duty.
- (h) "Weekly Employee" shall mean an employee employed by the week and paid by the fortnight (full-time or part-time).

G.P. [Signature]
S.C. B.J.

7. HOURS

- (a) The maximum ordinary hours of employment shall not exceed forty (40) per week averaged over a fifty-two week period.
- (b) Daily Limitation of Hours -
 - (i) Full time: The number of ordinary hours may not be less than four (4) hours on any day or more than twelve (12) hours on any day.
 - (ii) Part time: The number of ordinary hours may not be less than two and one half (2½) hours on any day and not more than twelve (12) hours on any day.
 - (iii) Casual: The number of ordinary hours may not be less than two (2) hours on any day and not more than twelve (12) hours on any day.
- (c) The hours of work may be worked continuously or in broken shifts.

8. WORKING ROSTER AND ROSTERED TIME OFF

- (a) A roster showing weekly employees regular starting times and ceasing times for each day shall be posted in place accessible to all employees and may only be changed with the employee's consent or with;
 - (i) not less than twenty four (24) hours notice.
 - (ii) not less than twelve (12) hours notice where such change is rendered necessary by the absence of other employees from duty or shortage of staff, or other exceptional or emergency circumstances.

9. WAGE RATES

- (a) No employee who during the term of the agreement works for ordinary hours under this agreement shall be disadvantaged from the situation, if award provisions referred to by Section 122 of the Industrial Relations Act (NSW) 1991 apply.

- (b) Full-time employees - Any full-time employee 21 years of age or over shall be paid not less than the hourly rates of pay set out opposite the classification which the employee is allocated by the employer.

Hospitality Services Level 4	9.20
Hospitality Services Level 3	8.50
Hospitality Services Level 2	8.35
Hospitality Services Level 1	8.20
Trainee	7.00

- (c) Part-time employees - Any part-time employee 21 years of age or over shall not be paid less than the hourly rates of pay set out opposite the classification which the employee is allocated by the employer.

Hospitality Services Level 4	10.00
Hospitality Services Level 3	9.35
Hospitality Services Level 2	9.20
Hospitality Services Level 1	9.00
Trainee	7.50

- (d) Casual employees - Any casual employee 21 years of age or over shall not be paid less than the hourly rates of pay inclusive of annual leave entitlements set out opposite the classification which the employee is allocated by the employer.

Hospitality Services Level 4	12.50
Hospitality Services Level 3	12.15
Hospitality Services Level 2	11.74
Hospitality Services Level 1	11.67
Trainee	10.00

- (e) Junior Employees - The minimum rates of wages to be paid to junior employees shall be as follows:-

	<u>Percentage of rate for Hospitality Services Level 2</u>
17 years and under	62%
18 years	68%
19 years	78%
20 years	88%

- (f) Apprentices - The minimum hourly rate of pay for an apprentice shall be ascertained by applying the hourly rate of pay set out opposite the year of an apprentices service.

First Year	4.22
Second Year	4.98
Third Year	6.24
Fourth Year	7.39

- (g) Uniforms - Employees may be required to wear a special uniform while working. The employee shall purchase from the employer a T-Shirt bearing the employers trade logo at a cost of \$12.50 each. In addition, the employee shall meet the expense of all other items of their uniform.

Such uniforms shall be laundered at the employees expense.

10. OVERTIME

- (a) All hours worked in excess of ordinary hours shall be remunerated at the same rate per hour as those ordinary hours.
- (b) By mutual agreement between the employer and the employee overtime may be converted to time off in lieu of payment at the rate of single time for each hour of overtime worked.

11. TIME ALLOWED OFF

Employees shall be allowed two (2) full days off per week, provided that an employee can work on such days by mutual agreement.

12. LEAVE

- (a) Annual Leave

Annual leave shall be in accordance with the Annual Holidays Act 1944. An employee shall be required to give no less than three (3) weeks notice of proceeding on annual leave.

(b) Public Holidays

Any days appointed by proclamation as public holidays throughout the State shall be observed for the purposes of this agreement as a public holiday. Work done by weekly employees on a public holiday shall be paid at the ordinary time rate plus a twenty-five (25) per cent loading.

(c) Sick Leave

- (i) All weekly employees shall be entitled to five (5) days sick leave on full pay during each year of employment. For the purpose of this clause each year of employment shall conclude on the anniversary of the commencement of this agreement. Unused sick leave shall not accumulate from year to year.
- (ii) The employee shall where reasonably practicable notify the employer prior to the commencement of the shift of an inability on account of such illness or injury to attend for duty.
- (iii) For the purposes of this clause, "day" shall mean one fifth of the ordinary hours worked in a week by an employee claiming payment under this clause.
- (iv) The employee shall furnish a doctors certificate or proof as required by the employer of an inability on account of such illness or injury, to attend for duty on the day or days for which sick leave payment is claimed.

(d) Bereavement Leave

On the occasion of the death of a full-time or part-time employee's father, mother, husband, wife (including de facto husband or wife), brother, sister, son, daughter, stepchild or parent-in-law, and on the production of evidence satisfactory to the employer, the employee will receive a maximum of two (2) days leave on full pay.

(e) Parental Leave

Parental leave shall be granted in accordance with the provisions of Chapter 2, Part 2, Division 3 of the NSW Industrial Relations Act 1991.

G.d. ~~BJ~~ SC. BJ =

(f) Long Service Leave

Long Service Leave shall be in accordance with the Long Service Leave Act 1955.

(g) Workers Compensation and Rehabilitation

See Workers Compensation Act 1987.

13. MEALS

(a) Employees required to work more than five (5) hours will be entitled to an unpaid meal break of not less than thirty (30) minutes, after a maximum of six hours work.

(b) A light meal shall be provided by the employer during an employees meal break.

14. ABSENTEEISM MINIMISATION PROGRAM

(1) It is recognised by all parties to this agreement that daily attendance at work must be a basic part of the employment relationship. In this regard, the only absences from work should be for genuine sick leave and/or for other approved reasons.

(2) The parties note that the introduction of additional flexible working hours arrangements as part of this agreement, will increase the opportunities for the employee to enter into arrangements with employees to accommodate any special circumstances requiring an authorised absence.

(3) It is recognised that abuse of sick leave by any employee adds to the cost structure of the employer's operations and therefore is a contributing factor to overall capacity to provide employment.

The parties to this agreement therefore agree to the following:

(a) a formal Absenteeism Minimisation Program (AMP) containing a counselling procedure will be developed and introduced through consultation with the Works Committee.

(b) the Program is to include the formal monitoring by the employer of sick leave taking and where any employee is taking regular sick leave, the employer is to exercise its right of further inquiries including use of the employer's counselling procedures;

- (c) in making any enquiries and activating the counselling procedures, the employer will take a sympathetic approach to genuine cases;
- (d) in the case of ungenune sick leave taking, the counselling procedure will include warnings which may lead to employment being placed at risk;
- (e) the employer is prepared to approve paid compassionate leave on a case-by-case basis, with such leave being debited against sick leave;
- (f) the introduction from the date of operation of this agreement of the following:
 - (i) all sick leave absences of employees to require the completion of a declaration that the employee was genuinely sick;
 - (ii) the employer will provide a new sick leave claim form to be filled out by the employee and to be signed by a Manager which will contain the required declaration;
 - (iii) a false declaration made by an employee may lead to termination of employment;
 - (iv) all new employees will have the contents of this clause specifically drawn to their attention on their engagement;

15. PAYMENT OF WAGES

- (a) Employees shall be paid fortnightly and are to be paid by one of the following:
 - (i) Cash
 - (ii) Cheque
 - (iii) Electronic Funds Transfer

16. MULTI-SKILLING AND TRAINING

- (a) With the approval of the employer, employees may from time to time train in a higher or lower classification. This multiskilling shall be for the purpose of broadening the skills of the employee concerned, who shall receive no extra remuneration during periods of multiskilling.

- (b) Employer initiated training - Employees shall undertake training and retraining as required by the employer. The employer will pay all costs associated with training whether it is formal, internal, external or on the job. Time off without loss of pay will be provided. If external training extends beyond the ordinary hours of work the employee shall remunerated at the same rate per hour as those ordinary hours.
- (c) Employee initiated training - After twelve (12) months continuous service employees planning to undertake further training should discuss the matter with the employer. The employer will consider reimbursing part or all of the costs associated with the training provided that the training has relevance to the employer's future or current needs.

The employer may approve any reasonable time off work without pay for attendance at such training including examinations and study leave.

17. SUPERANNUATION

Contributions shall be in accordance with the Superannuation Guarantee (Administration) Act 1992.

18. DISPUTES PROCEDURE

- (a) If one or more employees has a grievance with the employer concerning any matter capable of being included in an award or concerning the interpretation, application, or operation of this agreement or concerning discrimination in employment within the meaning of the Anti-discrimination Act 1977, it shall be resolved as follows:
- (i) Work shall continue normally.
 - (ii) In the first instance it shall be discussed between the employees and management.
 - (iii) In the event that the parties cannot resolve the grievance by negotiation, it shall at the expense of the employer be referred to an arbitrator mutually agreeable to the parties. In the absence of an agreement as to the identity of the arbitrator, the matter shall be taken up through the due processes of the Industrial Relations Commission of New South Wales.

19. NO DURESS

The following parties to this agreement declare that it has been fully discussed between them and that no party has entered into it under duress.

20. SIGNATURES

Employers Name

Abbas Mojarrad trading as
New York on Victoria

.....
 Abbas Mojarrad
 W Hough
 Witness
 21/3/95.
 Date

Executed for and on behalf
of the NEW YORK ON VICTORIA
WORKS COMMITTEE on the 21st Day of March
1995 in the presence of:

.....
 Chairperson
 [Signature]

S. Chin
 Gul'noori

.....
 [Signature]

[Signature]
 Witness
 21/3/95.
 Date