

# ENTERPRISE AGREEMENT

NO: E.A. 302 /1995

DATE REGISTERED: 28-8-75

PRICE: \$ 28-00

ENTERPRISE AGREEMENT

PIGS TAKEAWAY

MENDES PARTNERS  
Solicitors  
1st floor, 149 Beardy Street Mall  
Armidale NSW 2350, DX 6017 Armidale  
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WAL01 06 14 03

THIS AGREEMENT is made on the 19<sup>th</sup> day of July  
one thousand nine hundred and ninety five.

BETWEEN CHRISTOPHER MARK WALTON & KELLEY MARGARET WALTON of Pigs  
Takeaway, Queen Elizabeth Drive, Armidale in the State of  
New South Wales

(in this Agreement called "the employer"),

AND Gregory David Torode of 2/13 Marshall Avenue, Armidale in  
the State of New South Wales

AND Leonard Sabiyon Palad of 1/184 Donnelly Street, Armidale  
in the State of New South Wales

AND Rachel Lee Hackney of 2 Barney Street, Armidale in the  
State of New South Wales

AND Richard Busby of 52 Lynches Road, Armidale in the State of  
New South Wales

AND Mitchell Anthony Graham of 41 John Street, Uralla in the  
State of New South Wales

AND Thelma June McMillan of 37A Brewery Lane, Armidale in the  
State of New South Wales

AND Matthew Ernest Graham of 41 John Street, Uralla in the  
State of New South Wales

AND Natasha Jane Hollis of Gara North, Herbert Park Road,  
Armidale in the State of New South Wal

AND Jason Andrew Kirkman of Gara North, Herbert Park Road,  
Armidale in the State of New South Wales

AND Chantelle Louise Pettit of 10 Bracken Street, Armidale in  
the State of New South Wales

(in this Agreement called "the employees")

#### TITLE OF AGREEMENT

1. This Enterprise Agreement shall be known as the Pigs'  
Takeaway Enterprise Agreement.

#### PARTIES TO THE AGREEMENT

2. The Enterprise Agreement is made in accordance with the  
provisions of sections 115-142 of the Industrial Relations  
Act 1991. The parties to this Enterprise Agreement are  
Christopher Mark Walton and Kelley Margaret Walton and the

Employees of Christopher Mark Walton and Kelley Margaret Walton.

### THE ENTERPRISE

3. The Enterprise for which the Agreement is made is Pigs Takeaway, Girraween Shopping Centre, Queen Elizabeth Drive, Armidale.

### TRADES OR OCCUPATIONS

4. The trades/occupations covered by this Agreement are Shop Assistants.

### INTENTION

5. This Agreement shall only apply to employees in the Shop Assistant's trade/occupations identified situated at the following location: Pigs Takeaway, Girraween Shopping Centre, Queen Elizabeth Drive, Armidale.

### DURESS

6. This Agreement was not entered into under any duress by any party to it.

### INCIDENCE

7. The Agreement shall regulate totally the terms and conditions of employment previously regulated by the Shop Employees (State) Award.

### DISPUTES/GRIEVOUS HANDLING PROCEDURE

8. The parties adopt the procedures required by Chapter 3 of the Act to be followed to avoid grievances or disputes and to settle them, if they should arise.

### TERM & DURATION

- 9.1 This Agreement shall operate from the date of registration and shall remain in force for a period of three years unless varied or terminated earlier by the provisions provided by the Act.
- 9.2 Pursuant to section 124(3) of the Act this Agreement may be terminated during the term by each of the parties entering into an agreement to terminate this agreement

- 9.3 Pursuant to section 124(3) of the Act this Agreement may be terminated only at or after the expiration of the term by either party giving to the other at least three months' notice of intention to terminate.
- 9.4 Pursuant to section 124(5), the termination of this Agreement is not effective unless the Industrial Registrar is given written notice of the notice of intention to terminate.
- 9.5 Pursuant to the Industrial Relations Act 1991, there is no way of termination of this Agreement, other than the methods referred to in clause 9.1 and clause 9.2.

#### RESTRICTIONS UPON EMPLOYER - MINIMUM CONDITIONS

10. In compliance with section 122(1) of the Act the employer:
- (a) must allow sick leave of one week on full pay during each year of service;
  - (b) must not require any employee to work greater than 40 hours per week averaged over a 52 week period; and
  - (c) must remunerate an employee at an hourly rate that is not less than the hourly rate for ordinary hours under the award that would apply to the employee but for this Agreement.

#### OBJECTIVES OF EMPLOYEES

- 11.1 Each employee must have the following objectives:
- (a) to be competent, prompt and efficient in carrying out duties;
  - (b) to be courteous to customers and each other;
  - (c) to be honest in all dealings with customers and the employer.
- 11.2 The objectives in clause 11.1 are not listed in any order of priority or importance, all being of equal priority and equal importance.

#### DUTIES OF EMPLOYEES

- 12.1 The duties of each employee are:
- (a) the preparation of take away food;
  - (b) short order cooking;
  - (c) the use of a cash register;

- (d) the stocking of shelves, refrigerators and freezers;
- (e) the cleaning of the employer's premises and fittings and fixtures, including: floors, windows, shelves, stock, utensils, containers, implements, work areas, stoves counters, etc; and
- (f) to carry out and perform all directions given by:
  - (i) the employer or either employer; and
  - (ii) any person employed as and designated a supervisor.

12.2 The duties of an employee who is a supervisor may include all or such of the following duties as the employer nominates:

- (a) the same duties as are set out in clause 12.1;
- (b) to supervise all aspects of the employer's business;
- (c) to supervise all employees, and the carrying out by each employee of the employee's duties;
- (d) to open and close the employer's business, as directed;
- (e) balance daily takings, as directed;
- (f) daily banking, as directed;
- (g) order stock.

12.3 Each employee, when called upon to do so, must give to the employer and any supervisor a true and correct account of all matters concerning the employee's duties and the employer's business.

#### CLASSIFICATIONS OF EMPLOYEES

13.1 The classifications of employees is:

- (a) UNDER 18 CASUAL - being a casual employee under 18 years of age, with no fixed or usual hours of employment;
- (b) JOB START FULL TIME - being a full time employee working 40 hours per week in respect to whom the employer receives a job start allowance;
- (c) ORDINARY FULL TIME - being a full time employee working 40 hours per week in respect to whom the employer does not receive any job start allowance;

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- (d) ORDINARY CASUAL - being a casual employee aged 18 years or over; and
- (e) SUPERVISOR - being a full time employee designated by the employer to be a supervisor.

13.2 The employer and an employee may agree to vary the classification of an employee from one category to another.

REMUNERATION

14.1 The remuneration of employees shall be at the following rates:

AGE/CLASSIFICATION	ORDINARY FULL TIME PER HOUR	CASUAL PER HOUR  (including 1/12th loading)
Under 16	4.21	5.25
16	5.26	6.56
17	6.32	7.87
18	7.37	9.18
19	8.42	10.49
20	9.47	11.80
21	10.52	13.11
In Charge of Shop without duty of buying with 0-4 assistants	10.81	In Charge of Shop <sup>d</sup> with duty of buying with 0-4 assistants 10.85

14.2 The employer must pay to each employee the employee's remuneration, weekly, on the Friday of every week, in relation to the one week period ending at 6.00am each Friday.

14.3 No employee may request any an advance on anticipated remuneration.

14.4 An employee may request the payment of remuneration earlier than the time referred to in clause 14.2.

14.5 The employer will consider, but is not bound by a request pursuant to clause 14.4.

14.6 Subject to clause 10 all hours worked by all employees shall be ordinary hours, regardless what time of the day, and regardless of the day of the week worked, whether a weekday, Saturday, Sunday or public holiday.

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14.7 There shall be no overtime, or penalty rates of remuneration.

14.8 Employees shall be entitled to all public holidays gazetted throughout the State.

HOURS

15.1 Subject to clause 7(b) the employer shall maintain a roster showing in relation to each employee:

- (a) the days the employee is required to work; and
- (b) the hours the employee is required to work each such day.

15.2 The roster referred to in clause 15.1 shall operate:

- (a) Sundays to Thursdays from 9.00am to 10.00pm; and
- (b) Fridays and Saturdays, from 9.00am to 1.00pm the following morning,

or such other times as the employer shall from time to time nominate.

15.3 The employer shall be entitled to prepare the roster referred to in clause 15.1 in the employer's own descretion, and without regard to:

- (a) any request by any employee;
- (b) any expectation by any employee;
- (c) any convention or usage that may arise in relation to any employee as to the hours that employee may work.

15.4 If an employee:

- (a) shall make a special request of the employer concerning the position of the employee in the roster referred to in clause 15.1; and
- (b) the special request is made at least 7 days before the date that is the subject of the request,

the employer will use the employer's best endeavours to accommodate the employee's request.

15.5 Each employee who is a:

- (a) JOB START FULL TIME;
- (b) ORDINARY FULL TIME; or

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(c) SUPERVISOR,

shall be entitled to two full days off each week.

15.6 Any employee, with the employer's agreement, may work more than the employee's rostered hours in any week.

15.7 No employee may:

(a) exchange or swap rostered hours, or

(b) arrange for another employee to work the employee's rostered hours,

without the employer's agreement.

#### MEAL BREAKS

16.1 Each employee other than an UNDER 18 CASUAL, and an ORDINARY CASUAL shall be entitled to a meal break of one hour during any shift worked.

16.2 Every employee who is an UNDER 18 CASUAL, or an ORDINARY CASUAL shall be entitled to a meal break of one hour during any shift worked that is a shift of seven hours or more.

16.3 Meal breaks referred to in clause 16.1 or 16.2 shall be taken during that part of a shift that:

(a) is indicated on a roster prepared in accordance with clause 15.2;

(b) or is otherwise agreed upon between the employer and an employee.

#### CLOTHING

17.1 Employees must be dressed neatly and tidily at all times.

17.2 The employer may from time to time provide attire to an employee.

17.3 The attire provided by the employer to an employee must be worn by the employee at all times during working hours.

17.4 Each employee must wash, launder and iron the employee's own attire provided by the employer pursuant to clause 17.2.

17.5 Upon the termination of an employee's employment for any reason whatsoever, the employee must return to the employer the attire provided by the employer pursuant to clause 17.2, in a clean washed and ironed condition.

#### ANNUAL LEAVE

- 18.1 Employees shall be entitled to annual leave in accordance with Annual Holidays Act 1944.
- 18.2 There shall be no leave loading in relation to annual leave entitlements.

#### LONG SERVICE LEAVE

19. Each employee shall be entitled to long service leave in accordance with the Long Service Leave Act 1955.

#### PARENTAL LEAVE

20. Each employee shall be entitled to parental leave in accordance with the Act.

#### BEREAVEMENT LEAVE

- 21.1 Each employee other than an UNDER 18 CASUAL, and an ORDINARY CASUAL shall be entitled to bereavement leave on the death in Australia of a close relative, up to the date of the funeral.
- 21.2 Bereavement leave shall be taken for the first two days without loss of remuneration.
- 21.3 Bereavement leave shall be taken on the third and subsequent days, if any, as leave without pay.
- 21.4 If an employee intends to take bereavement leave, the employee must give notice to the employer of that fact as soon as is practicable.
- 21.5 If the employer shall so require, an employee must provide to the employer satisfactory evidence of the death of a close relative, to confirm the employee's entitlement to remuneration pursuant to clause 21.2, and otherwise the employee's entitlement to leave.
- 21.6 Bereavement leave must not be taken concurrently with any other leave.

#### JURY SERVICE LEAVE

- 22.1 An employee called to serve on a jury will be entitled to jury service leave.

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- 22.2 During jury service leave, an employee (other than an UNDER 18 CASUAL or an ORDINARY CASUAL) shall be paid the difference between the employee's usual remuneration, and the amount of any jury service fees paid to the employee.
- 22.3 An employee called to serve on a jury must provide to the employer satisfactory evidence of:
  - (a) being called to serve on a jury; and
  - (b) actual attendance on jury service.

SICK LEAVE

- 23.1 Each employee shall be entitled to sick leave in relation to the employee's personal illness or personal incapacity which is not due to the employee's own serious and wilful misconduct.
- 23.2 Sick leave shall be a maximum of 5 days for each year during service.
- 23.3 An employee taking sick leave shall be paid the employee's ordinary remuneration on the days sick leave is taken, being that remuneration that relates to the work for which the employee was rostered on the days taken as sick leave.
- 23.4 The entitlement to sick leave shall not accumulate.
- 23.5 The entitlement to sick leave shall commence from the commencement of employment, but no sick leave payments shall be made until the employee has been employed for three continuous months.
- 23.6 Where any sick leave is taken for a period exceeding 1 day, it must be supported by a certificate from a medical practitioner, given to the employer.
- 23.7 The employer is entitled to retain any remuneration payable as paid sick leave, until the production of the certificate referred to in clause 23.6.
- 23.8 An employee shall not be entitled to any sick leave in relation to any absence covered by worker's compensation.
- 23.9 An employee taking sick leave must as soon as practicable inform the employer the nature of the employee's illness or incapacity, and its likely duration.

PROHIBITIONS

- 24. No employee may:
  - (a) compromise or forgive any debt owing to the employer;

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- (b) pledge any credit on behalf of the employer;
- (c) act as or represent that the employee is the agent or representative of the employer;
- (d) engage or dismiss any employee of the employer;
- (e) convert to the employee's own use any property of the employer.

#### TERMINATION FOR MISCONDUCT

- 25.1 The employer may without any notice or payment in lieu of notice dismiss an employee who is guilty of misconduct.
- 25.2 For the purposes of clause 25.1, an employee is guilty of misconduct if the employee:
- (a) breaches any of the prohibitions in clause 24;
  - (b) breaches any of the terms of this agreement;
  - (c) without the employer's express permission, removes from the employer's premises, or consumes on the employer's premises, any food, or any other property belonging to the employer;
  - (d) fails to attend for work when required to do so, without a satisfactory explanation;
  - (e) fails or refuses to carry out any lawful direction of the employer or of any supervisor;

#### TERMINATION BY AGREEMENT

26. An employee's employment may be terminated at any time by the employer and an employee mutually agreeing to such termination:

#### TERMINATION BY NOTICE - OTHER THAN CASUAL

- 27.1 The employment of each employee other than an UNDER 18 CASUAL, and an ORDINARY CASUAL may be terminated by the employee giving to the employer not less than 7 days notice terminating the employee's employment.
- 27.2 The employment of each employee other than an UNDER 18 CASUAL, and an ORDINARY CASUAL may be terminated by the employer giving to the employee not less than 7 days notice terminating the employee's employment.

#### TERMINATION BY PAY IN LIEU OF NOTICE - OTHER THAN CASUAL

- 28.1 The employment of each employee other than an UNDER 18 CASUAL, and an ORDINARY CASUAL may be terminated by the employer giving to the employee not less than one weeks payment of remuneration in lieu of notice.
- 28.2 The amount of remuneration for the purposes of clause 28.1 shall be the amount that is an employee's average weekly remuneration for the two month period immediately preceding the date of termination of employment.

TERMINATION BY NOTICE - CASUAL

- 29.1 The employment of each employee who is an UNDER 18 CASUAL, or an ORDINARY CASUAL may be terminated by the employee giving to the employer not less than 24 hours notice terminating the employee's employment.
- 29.2 The employment of each employee who is an UNDER 18 CASUAL, or an ORDINARY CASUAL may be terminated by the employer giving to the employee not less than 24 hours notice terminating the employee's employment.

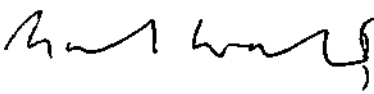
TERMINATION BY PAY IN LIEU OF NOTICE - CASUAL

30. The employment of each employee other than an UNDER 18 CASUAL, and an ORDINARY CASUAL may be terminated by the employer giving to the employee not less than 4 hours payment of remuneration in lieu of notice.

PAYMENTS ON TERMINATION OF EMPLOYMENT

31. Upon the termination of an employee's employment, the employer must pay to the employee all monies owing by the employer to the employee, by the next business day following the date of employment.

SIGNATURES OF PARTIES

SIGNED by   
in the presence of )

H. Walker

CHRISTOPHER MARK WATSON

SIGNED by Mitchell Graham )  
in the presence of )  
Richard Busby

Mitchell Anthony Graham

SIGNED by Richard Busby )  
in the presence of )  
Mitchell Graham

RICHARD BUSBY

SIGNED by Matthew Graham )  
in the presence of )  
Richard Busby

Matthew Graham

SIGNED by Chantelle Petri )  
in the presence of )  
R. Mackney

CHANTELLE LOUISE PETRI

SIGNED by R. Mackney )  
in the presence of )  
J. McKillop

Barthael Lee Mackney

SIGNED by J. McKillop )  
in the presence of )  
J. Tarelli

Tracy Jane McMillan

SIGNED by G. Torode )  
in the presence of )  
LEONARD PALAD

GREGORY DAVID TORODE

SIGNED by LEONARD PALAD )  
in the presence of )  
*[Signature]*

LEONARD SABLTON PALA

SIGNED by *[Signature]* )  
in the presence of )  
*[Signature]*

JASON ANDREW KIRKMAN

SIGNED by *[Signature]* )  
in the presence of )  
*[Signature]*

Natasha Jane Hollis

SIGNED by K. Walton )  
in the presence of )  
*[Signature]*

KELLEN MARGARET WALTON