

ENTERPRISE AGREEMENT

NO: E.A. 341 /1995

DATE REGISTERED: 29-9-95

PRICE: \$ 12-00

CASH CONVERTERS HURSTVILLE ENTERPRISE AGREEMENT

This Enterprise Agreement is designed to create greater flexibility in employment practices within the enterprise conducted by **AL & IM Knapman Pty Ltd** and to accord to employees of that enterprise more stable employment.

1. PARTIES BOUND

The parties to this Agreement are **Al & IM Knapman Pty Ltd** Shop 1/2 Crofts Avenue, Hurstville NSW 2220 of the one part, and the employees located at Shop 1/2 Crofts Avenue, Hurstville NSW 2220 of the other part.

It is agreed by the parties as follows:

2. TITLE OF AGREEMENT

This agreement shall be known as the Cash Converters Hurstville Enterprise Agreement.

3. INTENTION

This agreement shall only apply to employees in the occupations employed at the Hurstville Cash Converters shop.

4. DURESS

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

5. INCIDENCE

The agreement shall regulate partially the terms and conditions of employment previously regulated by the Shop Employees (State) Award.

6. 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.

7. DEFINITIONS

- a) Full-time Employee means an employee engaged on a weekly basis to work 40 hours or an average of 40 hours (per week on no more 5 days (6 days one week & 4 days the following week) over a maximum of 8 weeks.
- b) Part-time Employee means an employee engaged on a weekly basis to work less than 40 hours per week.
- c) Casual Employee means an employee engaged by the hour.

8. ENGAGEMENT, PAYMENT AND TERMINATION

- a) Engagement: An employee may be engaged as a full-time, part-time or casual employee.
- b) Time and Payment of Wages: Wages will be paid on a weekly basis by electronic funds transfer, cash, or cheque. Payment of wages will be in arrears, and will include overtime and any earned during the particular payment period.
- c) Termination of Employment:
 - i) In the case of misconduct justifying instant dismissal an employee may be instantly dismissed.
 - ii) In all other cases employment may be terminated by either party during the first month of employment, by a moment's notice; thereafter, by one week's notice or by the payment or forfeiture of one week's pay.
 - iii) Wages and other moneys due on termination shall be paid within seven days of the date of the termination of employment.

9. HOURS

- a) The commencing time of the ordinary hours of work is 7.00 a.m. Monday to Sunday.
- b) The ceasing time of the ordinary hours of work is 12.00 midnight Monday to Sunday.
- c) Employees shall be rostered their ordinary hours between the commencing and ceasing times listed above.
- d) Each full-time employee shall be given a regular roster. The roster may be altered by mutual agreement between the employer and employee or by the employer giving the employee 24 hours notice.

10. OVERTIME

An employee may be worked beyond the ordinary hours of work on overtime at the rate of time and one-quarter.

11. MEAL BREAKS AND REST PAUSES

An employee will be allowed an unpaid meal break after working more than 5 ordinary hours of not less than 30 minutes. A paid rest pause of 10 minutes will be given to an employee if the employee works more than 4 ordinary hours. The rest pause will apply during the longest unbroken period of the day or at a different time by agreement between the employer and the employee.

12. HOLIDAYS

- a) The days observed as New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight-Hour Day, Christmas Day, Boxing Day and all days proclaimed as public holidays for the State shall be holidays.
- b) If a full-time or part-time employee works on any of the days listed in (a) above, they shall receive another day off with pay on a day mutually agreed between the employer and the employee.
- c) Every full-time or part-time employee allowed a holiday specified herein shall be deemed to have worked in the week in which the holiday falls the number of ordinary working hours that he would have worked had the day not been a holiday.
- e) Where a full-time or part-time employee is absent without leave on the day before and/or after a public holiday and they have not provided a certificate in accordance with Clause 11(b)(ii) they shall forfeit payment for the public holiday as well as the day(s) of absence.

13. SICK LEAVE

- a) A full-time or part-time employee who is unable to attend for duty during his/her ordinary working hours by reason of personal illness or personal incapacity not due to his/her own serious and wilful misconduct, shall be entitled to be paid at ordinary time rates of pay for the time of such non-attendance subject to the following:
 - i) payment for sick leave during the first three (3) months of employment may be withheld by the employer until the employee completes three (3) months employment at which time payments shall be made;

- ii) an employee shall not be entitled to paid leave of absence for any period in respect of which he is entitled to worker's compensation;
 - iii) a full-time employee shall be entitled during each year of employment to 5 days sick leave , a part-time employee shall be entitled to a pro-rata amount;
 - iv) any amount of sick leave not taken in one year shall accrue to the following year's entitlement, provided that, in any one year an employee shall not be entitled to take more than 400 hours accrued sick leave.
- b) Sick leave shall be granted subject to the following conditions and limitations:
- i) the employee shall notify the employer, prior to the commencement of his/her shift of their inability to attend for duty;
 - ii) an employee shall provide such evidence as the employer may reasonably require that he/she was unable by reason of illness or injury to attend for duty on the day or days for which sick leave is claimed.
- c) For the purposes of this clause, "day" shall mean the number of hours the employee would have worked on the day on which he was absent, had he not been sick.

14. CLEANING DUTIES

An employee may be required to undertake cleaning duties as directed within their ordinary hours of work.

15. WAGES

a) **Adults (21 years and over)**

Shop Assistant	Per Week \$420.80
	Per Hour
Shop Assistant - casual (includes 1/12 Annual Holiday Loading)	\$13.105
Shop Assistant - part-time	\$10.52

The hourly rate for ordinary hours of employment shall not be less than the Shop Employees (State) Award for the age of the employees as prescribed.

b) Junior Employees

Junior employees shall receive the following percentages of the appropriate adult rate prescribed in (a) above:

	Percentage
Under 16 years of age	40
At 16 years of age	50
At 17 years of age	60
At 18 years of age	70
At 19 years of age	80
At 20 years of age	90

16. RELATIONSHIP TO SHOP EMPLOYEES (STATE) AWARD

This Enterprise Agreement shall apply in lieu of the Shop Employees (State) Award except for Clause 22 Blood Donor Leave, Clause 23 Compassionate Leave and Clause 25 Jury Service of the Award which shall apply.

The Retail Industry (State) Training Wage Award, the Retail Industry (State) Superannuation Award and the Retail Industry (State) Redundancy Award shall also apply.

17. DISPUTES PROCEDURE

Subject to the Industrial Relations Act 1991 grievances or disputes shall be dealt with in the following manner:

- a) The employee(s) is required to notify (in writing or otherwise) the employer as to the substances of the grievance, requesting a meeting with the employer for bilateral discussions and state the remedy sought. This meeting shall take place within two working days of the issue arising (weekends and holidays excepted).
- b) If agreement is not reached, the matter shall then be referred by the employer to a higher authority (where this exists) no later than three working days after a) above (weekends and Holidays excepted). At the conclusion of the discussion, the employer must provide a response to the employees grievance if the matter has not been resolved, including reasons (in writing or otherwise) for not implementing any proposed remedy.
- c) If the matter is still not settled within a reasonable period of time, it may be referred/notified to the Industrial Relations Commission for settlement by either party.
- d) While a procedure is being followed, normal work must continue.

- e) The employer may be represented by an industrial organisation of employer and the employee(s) may be represented by an organisation of employees for the purpose of each step of the procedure.

18. NOTATIONS

Annual Leave - see Annual Holidays Act, 1944

Long Service Leave - see Long Service Leave Act, 1955

Parental Leave - see Industrial Relations Act, 1991

The Common Seal of AL & IM Knapman Pty Ltd.

was affixed hereto on the SEVENTH day of SEPTEMBER 1995.

J. Knapman

Director

P. Knapman

Secretary

W. Hobson

[Signature]

Witness

in the presence of:



in the presence of:

[Signature]

Witness

in the presence of:

[Signature]

Witness

in the presence of:

[Signature] WITNESS.
J. Haswell J.S.H.

Witness x J.H.

in the presence of:

[Signature]

Witness