

ENTERPRISE AGREEMENT

NO: E.A. 342 /1995

DATE REGISTERED: 29-9-95

PRICE: \$ 16-00

THE PURE PIZZA CAFE ENTERPRISE AGREEMENT

This Enterprise Agreement is designed to create greater flexibility in employment practices within the enterprise conducted by J. P. Lambert and Associates Pty Ltd trading as the Pure Pizza Cafe and to accord to employees of that enterprise more stable employment.

1. PARTIES BOUND

The parties to this Agreement are:

J. P. Lambert and Associates Pty Ltd trading as the Pure Pizza Cafe of the one part, and the employees of Pure Pizza Cafe located at Shop 19 d'Albora Marina, Nelson Bay on the other part.

It is agreed by the parties as follows:

2. TITLE OF AGREEMENT

This agreement shall be known as the Pure Pizza Cafe Enterprise Agreement.

3. INTENTION

This agreement shall only apply to employees in the occupations identified, situated at the location as expressed in Clause No. 1.

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 (3) years thereafter.

7. DEFINITIONS

- a) Full-time Employee means an employee engaged on a weekly basis to work 38 hours or an average of 38 hours per week on no more than 5 days per week (6 days one week & 4 days the following week) over 4 week period.
- b) Part-time Employee means an employee engaged on a weekly basis to work less than 38 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. All employees are employed on a one (1) months probationary period.
- b) Time and Payment of Wages: Wages will be paid on a weekly basis by electronic funds transfer or cash. Payment of wages will be three (3) days in arrears, and will include overtime 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 of full-time or part-time employees may be terminated by either party by the provision of the following notice.

PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE (WEEKS)	
	45 YEARS OF AGE AND UNDER	OVER 45 YEARS OF AGE
Not more than 1 year	1	1
More than 1 year but not more than 2 years	2	2
More than 2 years but not more than 3 years	2	3
More than 3 years but not more than 5	3	4
More than 5 years	4	5

If the Company decides to pay an employee in lieu of giving them notice then the amount you pay must be equal or exceed the amount the employee would have received had the employee continued to work e.g. allowances, loadings, penalties and compulsory overtime you pay the employee.

- iii) Wages and other moneys due on termination shall be paid within seven days of the date of the termination of employment.

9. HOURS AND ROSTERS

- a) The commencing time of the ordinary hours of work is 7.00am Monday to Sunday.
- b) The ceasing time of the ordinary hours of work is 1.00am Monday to Sunday.
- c) Employees shall be rostered their ordinary hours between the commencing and ceasing times listed above.

- d) Each part-time and 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 one (1) weeks notice.

10. ANNUAL LEAVE LOADING

Annual leave loading is not paid under this agreement.

11. OVERTIME

An employee shall be paid overtime for all work as follows:

- a) Work in excess of 38 ordinary hours per week or an average of 38 ordinary hours per week over a four (4) week period.
- b) Work in excess of 5 days (6 days one week where only 4 days are worked the following week).
- c) Before an employee's regular commencing time on any one day where the appropriate notice of a roster change has not been given.
- d) After an employee's regular ceasing time on any one day where the appropriate notice of a roster change has not been given.
- e) Outside the ordinary hours of work.

The rate of overtime shall be as expressed in the Shop Employees (State) Award.

By mutual agreement the rate for overtime may be time off in lieu of overtime, provided that the employee is entitled to a fresh choice of payment or time off on each occasion and time off must be taken within one calendar month of the working of the overtime or it shall be paid out.

Time off in lieu of overtime is calculated at the penalty equivalent.

12. MEAL BREAKS AND REST PAUSES

- a) An employee who works more than 5 ordinary hours or longer over a meal time shall be entitled to a paid meal break of half an hour provided that work loads permit.
- b) An employee who works 4 ordinary hours or more shall be entitled to a paid rest pause of 10 minutes duration.
- c) Where an employee does not take a meal break, they shall be paid ordinary time for the duration of the break which was not taken.

13. 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 an employee works on any of the days listed in (a) above, they shall be paid at the rate of time and one half for such work.
- c) Every 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.
- d) Where an employee is engaged on a rotating roster, that is they work different days each week and the employee's day off falls on a holiday specified herein, he/she shall be allowed either, another day off or an additional days wage, such day to be mutually agreed between the employer and employee.
- e) Where an 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 14(b)(ii) they shall forfeit payment for the public holiday as well as the day(s) of absence.

14. SICK LEAVE

- a) An employee who is unable to attend for duty during his ordinary working hours by reason of personal illness or personal incapacity not due to his 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) the payment for any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the employer until the employee completes such three months of employment at which time the 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 the first year of employment to 38 hours sick leave and 61 hours sick leave in subsequent years, a part-time employee shall be entitled to a pro-rate 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 380 hours accrued sick leave
- b) Sick leave shall be granted subject to the following conditions and limitations:

1 pizza

KR

GA

De

[Handwritten signature]

MF

DD

BM

LS

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

- i) where practicable 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 a Doctor's Certificate where they have taken two or more days in a row or the sick days fell before or after a public holiday, or the employer requests one.
- 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.

15. CLEANING DUTIES

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

16. WAGES

BASE RATE

Is the current adult Shop Assistant rate as found in the Shop Employees (State) Award. Part C - Monetary Rates Table 1 - Wages - Group 1 as varied from time to time.

Junior employees will be paid the appropriate age percentage rate as expressed in the Shop Employees (State) Award for all levels of work. Casual employees will be paid the appropriate ordinary hourly rate plus a loading of 15%.

Level 1

All new employees will be paid at the Base Rate. All new employees will be subject to the successful completion of a one month probationary period.

Level 2


All employees who have successfully completed 80 hours of work at Level 1 will be elevated to Level 2. Individuals may be promoted prior to 80 hours if their performance justifies such action. If an employee has not reached the required standard they will be offered counselling and training in an effort to bridge the gap.

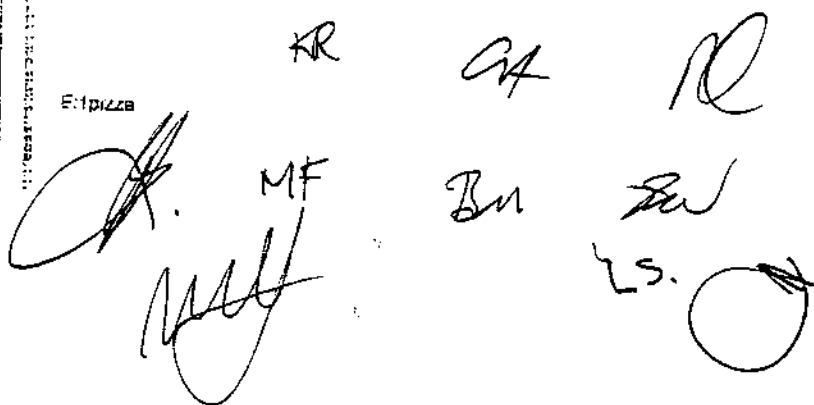
Level 2 employees are paid the Base Rate plus 4%.

Level 3

Employees appointed to the position of shift supervisors will be paid the Base Rate plus 6%.

E: pizza

KR CA RL
 MF BU BW
 LS. 



Level 4

Employees appointed to the position of Assistant Managers will be paid the Base Rate plus 8%.

17. RELATIONSHIP TO SHOP EMPLOYEES (STATE) AWARD

This Agreement sets out specific entitlements and conditions for staff employed in the named enterprise. Unless otherwise stated in this document all other conditions of employment are in accordance with the Shop Employees (State) Award.

Retail Industry (State) Superannuation Award shall apply.

18. 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 or industrial advisor for the purpose of each step of the procedure.

19. NOTATIONS

Annual Leave - see Annual Holidays Act, 1944

Long Service Leave - see Long Service Leave Act, 1955

Parental Leave - see Industrial Relations Act, 1991

20. USE OF EMPLOYEE VEHICLE

Where an employee is employed to deliver Company product to customers homes the following shall apply:

Employees used as delivery staff are to provide, maintain, insure (full comprehensive) and cover running costs of their own vehicle (evidence of current insurance is required). Drivers should advise their insurer of the proportion of private versus business use of their vehicle. Drivers will be paid at the base rate for their age, + a bonus of \$1.30 / single delivery for the cost of vehicle use. Multiple deliveries are paid @ \$1.30 for the first and \$1.00 for each subsequent delivery in each delivery run. In the case where a Level 2 or 3 employee does delivery work, they will be paid at the appropriate rate for their classification, + delivery.

Signature of Employer

Director J. Lambert
Director JERRON. P. LAMBERT
Director J Lambert
Director JILL M. LAMBERT

Signature of Employees

<u>Mark Lambert</u>	MARK	LAMBERT
<u>Todd Warren</u>	TODD	WARREN
<u>Luke Sulkowski</u>	LUKE	SULKOWSKI
<u>Anthony Everson</u>	Anthony	EVERSON
<u>Chris Hasson</u>	CHRIS	HASSON
<u>Michael Buttenshaw</u>	MICHAEL	BUTTENSHAW
<u>Ricky Carter</u>	RICKY	CARTER
<u>Brad Marth</u>	Brad	MARTH
<u>Matthew Fowler</u>	Matthew	FOWLER

SIGNATURE OF EMPLOYEES

Heanson

EMILY

PEARSON.

C. J. Cuttance

Caroline

Cuttance

C. Anderson

Greg

Anderson

Robertson

Kellie

ROBERTSON

[Signature]

MATHEN

FREEMAN

B. Stynes

BELINDA

STYNES.