

ENTERPRISE AGREEMENT

NO: E.A. 369 /1995

DATE REGISTERED: 1-11-95

PRICE: \$ 12-00

# DONUT KING MERRYLANDS ENTERPRISE AGREEMENT

## **1. Title**

- 1.1 This agreement shall be known as Donut King Merrylands 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.	Incidence
6.	Contract of Employment
7.	Minimum Rates of Wages for Ordinary Hours
8.	Ordinary Hours of Employment
9.	Overtime
10.	Public Holidays
11.	Meal Breaks and Refreshments
12.	Annual Leave
13.	Sick Leave
14.	Disputes and Grievances Procedure
15.	No Duress
16.	Signatures

## **3. Parties Bound and Enterprise Covered**

- 3.1 This Agreement is between Robyn and Warren Galt (partnership), trading as Donut King, 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 Donut King, which manufactures and retails donuts, beverages and confections at Gallery Level, Stockland Mall, McFarlane Street, Merrylands, N.S.W. 2160.
- 3.3 This Agreement covers all employees otherwise covered in the trades and/or occupations of Pastrycook Group 2 & 3, Pastrycooks Assistant (Groups 1, 2, 3 & 4) of the Pastrycooks (State) Award and Pastrycooks &c (State) Wages and Meal Allowance Adjustment Award, Shop Assistants and Shop Assistants in charge of 0-4 (without duty of buying) of the Shop Employees (State) Award.

## **4. Operation**

- 4.1 This Agreement shall operate from the date of registration of Donut King Merrylands Enterprise Agreement (which is noted as \_\_\_\_\_ day of \_\_\_\_\_ 199\_\_\_\_) and shall remain in force from 3 years from the said date of registration.

## 5. Incidence

- 5.1 The Agreement regulates totally the terms and conditions of employment for employees described in Clause 3.3 instead of the Shop Employees (State) Award, the Pastrycooks (State) Award and the Pastrycooks &c (State) Wages and Meal Allowance Adjustment Award. To the extent of any inconsistency between Donut King Merrylands Enterprise Agreement and the awards, 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 Weekly employees shall have a continuing employment relationship and be engaged by the week for a maximum of 38 hours on average per week.
- 6.2 Weekly employees may be terminated during the first 6 months of employment (on probation) by 4 hours notice and thereafter (following confirmation) by 1 weeks notice on either side.
- 6.3 Casual workers are engaged and paid by the hour. There shall be a minimum engagement of 4 hours. Such engagements shall be less than 38 hours in any week, can be terminated without notice by either party and shall not include a continuing employment relationship nor regular hours.
- 6.4 Any employee working such hours as would have entitled them to casual loading under the relevant award, shall be paid that loading.
- 6.5 Nothing in the Agreement shall affect the right of the Employer to dismiss an employee without notice for refusal of duty, neglect of duty or misconduct.

## 7. Minimum Rates of Wages for Ordinary Hours

- 7.1 The minimum rates of pay for each employee shall be fixed at the following rates:

<b>Level 3</b>	<b>Multi-skilled</b>	<b>\$11.50 per hour</b>
Shall mean - Employees able to perform Level 1 and 2 tasks at a high level of proficiency and shop assistants in charge of 0-4 assistants (without buying)		
<b>Level 2</b>	<b>Fully Competent</b>	<b>\$10.60 per hour</b>
Shall mean - shop assistants and Pastrycooks Group 2 and 3,		
<b>Level 1</b>	<b>Starting Rate</b>	<b>\$9.95 per hour</b>
Shall mean - Pastrycooks Assistants Group 1, 2, 3 & 4		

Minimum rates of pay for employees principally engaged as shop assistants, under 21 years of age, for work during ordinary hours shall be fixed to the age related weekly rate as follows:

Under 16 years of age	\$4.21 per hour
At 16 years of age	\$5.26 per hour
At 17 years of age	\$6.32 per hour
At 18 years of age	\$7.37 per hour
At 19 years of age	\$8.42 per hour
At 20 years of age	\$9.47 per hour

- 7.2 Casual workers, engaged according to Clause 6.3, shall receive the hourly rate specified plus 15%.
- 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 Clause 7.1 and 7.2.

## **8. Ordinary Hours of Employment**

- 8.1 Ordinary hours of employment shall be by agreement from time to time. They shall not exceed 38 hours per week averaged over a 52 week period, not be more than 9 hours per day, Monday to Sunday.
- 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 ordinary hours shall do so by agreement from time to time and shall be paid at the same rate as 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 by proclamation 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.

## **12. Annual Leave**

12.1 Annual Leave will be according to provisions of the Annual Holidays Act, 1944.

## **13. Sick Leave**

13.1 A weekly employee who is unable to attend or remain at his/her place of employment by reason of personal illness or personal incapacity 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.

13.2 Provided that the employee complies with the following conditions:

13.2.1 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

13.2.2 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.

13.2.3 The foregoing provisions are not intended to limit the Employer dealing with particular cases on a more generous basis.

## **14. Disputes and Grievances Procedure**

14.1 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:

14.1.1 initially the staff member shall discuss any grievance, dispute or claim with the senior employee.

14.1.2 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.

14.1.3 where there is no satisfactory resolution through informal discussions among nominated employees the aggrieved employee may seek to discuss the matter with the employer.

14.1.4 should the matter involve interpretation of this Agreement the employee and the employer may agree on the involvement of an impartial third party from outside the organisation who can assist them reach a mutually acceptable outcome, (where this involves junior employees parents can also be involved in consultation).


14.2 If not settled the parties may request the matter to be taken up through the due processes with the Industrial Relations Commission.

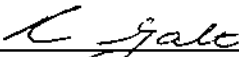
14. No Duress.

- 15.1 The Donut King Merrylands Enterprise Agreement was not entered into under duress by any of the following persons who are expressed to be party to it.

16. Signatures

- 16.1 The Donut King Merrylands Enterprise Agreement was signed by the Employer as follows:

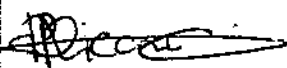
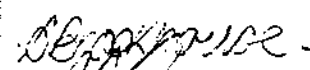



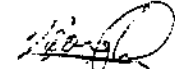
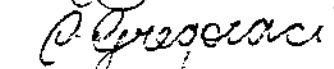

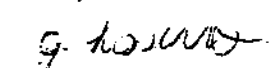
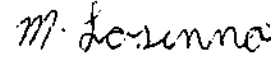

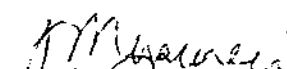
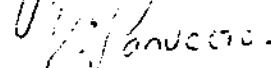
  
 Employer W.E. GALT




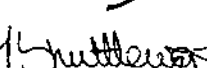

  
 Employer R.A. GALT

25 AUGUST 1995  
 Date

25 AUGUST 1995  
 Date

- 16.2 The signatures of the employees are as follows:

Name	Signature	Occupation
BICANIC: Tanya		SHOP ASSISTANT
BROOKHOUSE: Allison		SHOP ASSISTANT
CASHMAN: Michelle		SHOP ASSISTANT
CLARK: Tanzie-Ann		SHOP ASSISTANT
EDMONDS: Tracy		SHOP ASSISTANT
DU: Hong		SHOP ASSISTANT / PASTRY COOK ASSIST.
GREGORACI: Charlene		SHOP ASSISTANT
JONES: Richelle		SHOP ASSISTANT
LOSINNO: Giovanna		SHOP ASSISTANT
LOSINNO: Marisa		SHOP ASSISTANT
LOSINNO: Rosanna		SHOP ASSISTANT 1/6 0-4
MUSUMECI: Joanne		SHOP ASSISTANT
PANUCCIO: Rosanna		SHOP ASSISTANT

Name	Signature	Occupation
PHAM: Mai-Chau		PASTRYCOOK ASSIST.
PHAM: Mai-Tran		PASTRYCOOK ASSIST.
PIAGGIO: Albert Alvaro		PASTRYCOOK
SHUTTLEWORTH: Tracey		PASTRYCOOK ASSIST
VELLA: Sharon		PASTRYCOOK ASSIST.