

ENTERPRISE AGREEMENT

NO: E.A. 371 /1995

DATE REGISTERED: 2-21-95

PRICE: \$ 14-00

UPPER CRUST ENTERPRISE AGREEMENT 1995

1 Title

- 1.1 This agreement shall be known as the Upper Crust Enterprise Agreement 1995 ('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.	Sick Leave
13.	Disputes and Grievances Procedure
14.	No Duress
15.	Signatures

3. Parties Bound and Enterprise Covered

- 3.1 This Agreement is between Sylvia and Fran's, The Upper Crust Pty Ltd, A.C.N. No. 003 689 334, 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 The Upper Crust, which manufactures and retails pastries, pies and cakes at 1003 Pittwater Rd, Collaroy, N.S.W., 2097.
- 3.3 This Agreement covers all employees otherwise covered in the trades and/or occupations of Level 1 and 2 of the Upper Crust Enterprise Agreement 1992, Pastrycooks (Groups 1, 2 & 3), Pastrycooks Assistants and Apprentice Pastrycooks of the Pastrycooks (State) Award and Shop Assistants and Shop Assistants in charge of 0-4 assistants of the Shop Employees (State) Award.
- 3.4 This Agreement replaces the Upper Crust Enterprise Agreement of 1992, the Shop Employees (State) Award and the Pastrycooks (State) Award for the Enterprise described in Clause 3.2. The Employer and Employees agree the former Enterprise Agreement shall terminate upon registration of this Agreement.

4. Operation

- 4.1 This Agreement shall operate from the date of registration of the Upper Crust Enterprise Agreement 1995 (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 Upper Crust Enterprise Agreement 1992, the Pastrycooks (State) Award and the Shop Employees (State) Award. To the extent of any inconsistency between the Upper Crust Enterprise Agreement 1992, the awards and the 'Agreement', 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.
- 5.3 For apprentice cooks, this Enterprise Agreement shall not exclude the operation of any other Act or instrument other than the provisions of the Pastrycooks (State) Award.

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 3 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:

Level 2 Multi-skilled \$12.00 per hour

Shall mean - Employees able to perform Level 1 tasks at a high level of proficiency as well as those with responsibility to oversee store operations (in charge of 0-4 employees) or supervise effectiveness of the kitchen team.

Level 1 Fully Competent \$11.50 per hour

Shall mean - Pastrycooks, Pastrycooks Assistants, Pie Makers and Shop Assistants

Apprentice Pastrycooks

4th year \$8.80 per hour

3rd year \$7.20 per hour

2nd year \$6.30 per hour

1st year \$5.50 per hour

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, principally engaged as shop assistants and 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. Sick Leave

- 12.1 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.
- 12.2 Provided that the employee complies with the following conditions:
- 12.2.1 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
- 12.2.2 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.
- 12.2.3 The foregoing provisions are not intended to limit the Employer dealing with particular cases on a more generous basis.

13. Disputes and Grievances Procedure

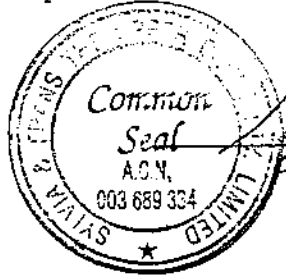
- 13.1 All disputes or grievances arising within the enterprise shall as far as practical be resolved through consultation among all of the parties within the enterprise. Accordingly the following procedure shall be followed:
- 13.1.1 initially the staff member shall discuss any grievance, dispute or claim with the senior employee.
 - 13.1.2 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.
 - 13.1.3 where there is no satisfactory resolution through informal discussions among nominated employees the aggrieved employee may seek to discuss the matter with the employer.
 - 13.1.4 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).
- 13.2 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.

- 14.1 The Upper Crust Enterprise Agreement 1995 was not entered into under duress by any of the following persons who are expressed to be party to it.

15. Signatures

- 15.1 The common seal of Fran and Sylvia's, The Upper Crust Pty Ltd, A.C.N. No. 003 689 334, was hereunto affixed by authority of the Directors thereof and in accordance with the Company's Articles of Association in the presence of:



[Signature]
Director

4th August 1995
Date

- 15.2 The signatures of the employees are as follows:

Name	Signature	Occupation
BRAD FORREST	<i>[Signature]</i>	PASTRY COOK
STEVE RAWLINGS	<i>[Signature]</i>	PASTRY COOK
TROY EDMONDS	<i>[Signature]</i>	APPRENTICE P/COOK
MICHAEL FRITH	<i>[Signature]</i>	APPRENTICE P/C
URSULA BROSE	<i>[Signature]</i>	PASTRY COOK/CHEF
JACQUELINE BAKER	<i>[Signature]</i>	SALES ASSIST.
ROSALYN DUNCAN	<i>[Signature]</i>	SALES ASSIST
ELAINE VERITY	<i>[Signature]</i>	SALES ASSIST
LISA KENNEDY	<i>[Signature]</i>	PIE MAKER
LAUREN AYRES	<i>[Signature]</i>	SALES ASSIST
TANYA BENFIELD	<i>[Signature]</i>	PIE MAKER
JENNIFER PIERCE BRASIER	<i>[Signature]</i>	SALE ASSIST.
MELISSA LAST	<i>[Signature]</i>	PIE MAKER
GLENYS NEWMAN	<i>[Signature]</i>	SALES ASSIST
SKYE CONNORS	<i>[Signature]</i>	PIE MAKER

