

ENTERPRISE AGREEMENT

NO: E.A. 423 /1995

DATE REGISTERED: 13-12-95

PRICE: \$ 22-00

# APPLICATION FOR AN **ENTERPRISE AGREEMENT**

**EMPLOYER:** North Cronulla Investments Pty Ltd trading as  
Hog's Breath Cafe, Cronulla

**ADDRESS:** Lot 1 COTE D'AZUR  
8-18 THE KINGSWAY  
~~R1-1 McDonald Street~~  
CRONULLA NSW 2230

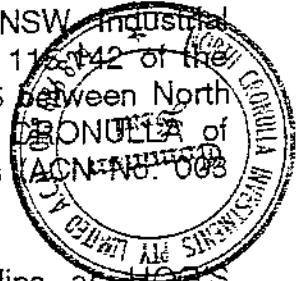
*MM* *AW* *J.J.*  
*[Signature]* *[Signature]* *[Signature]*  
*B.M.*  
*[Signature]* *[Signature]*

**LODGED BY:** Mr Phil Richards  
Manager  
C/O R1-1 McDonald Street  
CRONULLA NSW 2230  
Phone: (02) 544 0644  
Fax: (02) 527 4033

# HOG'S BREATH CAFE, CRONULLA

## ENTERPRISE AGREEMENT

An ENTERPRISE AGREEMENT made in pursuance of the NSW Industrial Relations Act 1991 in accordance with the provisions of sections 117 & 142 of the said Act, entered into on the 2ND day of NOVEMBER 1995 between North Cronulla Investments Pty Ltd trading as HOG'S BREATH CAFE, CRONULLA of NSW ACN: 111 111 111 003 ~~111 McDonald Street, Cronulla in the State of New South Wales~~ 086 824 (HOG'S BREATH) of the one part and:



of 1  
12 D'AZUR  
3 THE KINGSWAY  
*[Signature]*

the EMPLOYEES of North Cronulla Investments Pty Ltd trading as HOG'S BREATH CAFE, CRONULLA in the Enterprise with the following occupations/trades:

Supervisor	Waiter	Waitress
Cook Alone/Chef	Second Cook	Cashier
Kitchen Hand	Bar Attendant	

of the other part.

It is agreed by the parties as follows:

### 1. TITLE

This Agreement shall be known as the HOG'S BREATH CAFE CRONULLA Enterprise Agreement 1995.

### 2. ARRANGEMENT

This Agreement is arranged as follows:

Clause No.	Subject
1	Title
2	Arrangement
3	Area, Incidence and Duration
4	Period of Operation
5	Relationship to Parent Award
6	Objectives of the Parties
7	Normal Hours of Work
8	Contract of Employment
9	Remuneration/Wage Rates

Clause No.	Subject
10	Excessive Hours/Overtime
11	Payment of Salary
12	Annual Leave and Public Holidays
13	Sick Leave
14	Meal Breaks
15	Uniforms
16	Grievance Procedure
17	Matters for Further Discussion
18	Statement Regarding Duress

3. AREA, INCIDENCE AND PARTIES BOUND

This Agreement shall be binding on HOG'S BREATH and upon the classifications of employees named in the Preamble to this Agreement and such employees as may be employed by HOG'S BREATH from time to time during the life of this Agreement, as extended or varied.

4. PERIOD OF OPERATION

This Agreement shall take effect from the date of registration and operate from the beginning of the first pay period commencing on or after the date of this Agreement's registration under the provisions of the Industrial Relations Act, 1991 and shall remain in force for a period of three (3) years.

5. RELATIONSHIP TO PARENT AWARD

This Agreement shall operate in lieu of the Restaurant, &c. Employees (State) Award ("the parent Award").

6. OBJECTIVES OF THE PARTIES

- i) It is the objective of the parties to create an environment which will encourage and support a highly motivated and skilled workforce where the participation, freedom of choice and development of employees will increase the productivity of HOG'S BREATH and, therefore, the long-term job security of its employees.
- ii) The employees of HOG'S BREATH will be encouraged to work as a team and to become fully aware that any reduction in their own level of performance would result in reduced productivity by the team.

6. OBJECTIVES OF THE PARTIES (cont.)

- iii) The employees of HOG'S BREATH have agreed to perform work which is incidental or peripheral to their main tasks or functions and is within the scope of their skills and competence. Work will be organised to maximise the flexibility of the workforce and, as far as it is possible, to enable employees to work to the limits of their skills and capabilities.

7. NORMAL HOURS OF WORK

- i) The ordinary hours of work shall not exceed forty (40) per week and shall be worked Monday to Sunday inclusive, over five days.
- ii) The management of HOG'S BREATH shall determine the times of each shift in accordance with the requirements of the business.
- iii) A roster will be published weekly and will be available for inspection at the workplace by all employees. The roster will detail the days to be worked in the following week.
- iv) It is acknowledged by the parties that there will be no arrangements for the taking of regular or accumulated rostered days off in lieu of payment of any part of normal hours worked.

8. CONTRACT OF EMPLOYMENT

- i) Employees may be engaged in a full-time, part-time or casual capacity.
  - a) Full-time employees shall have a continuing employment relationship, be employed by the week for forty (40) hours per week averaged over fifty-two (52) weeks per year.
  - b) Part-time employees can be employed to work regularly a minimum of fifteen (15) ordinary hours per week.
  - c) Casual employees are engaged and paid by the hour. Such engagement shall be less than forty (40) hours in any week, can be terminated without notice by either party and shall not include a continuing employment relationship nor regular hours.
- ii) Employees will work as directed by the management of HOG'S BREATH.

8. CONTRACT OF EMPLOYMENT (cont.)

- iii) The employer maintains the right to dismiss an employee without notice in the event of wilful misconduct or refusing duty and nothing in this Agreement shall affect that right.
- iv) Full-time and part-time staff shall be given at least forty-eight (48) hours notice of their requirement for duty. Casual employees may be requested to commence a period of employment without notice, but, if called on this basis, may decline to work.

9. RENUMERATION/WAGE RATES

- i) Wage rates shall be no less than the ordinary hourly rate of the weekly rate of pay as prescribed in the parent Award.
- ii(a) Wages paid to apprentices, including overtime and penalties, shall be governed by the parent Award.
- ii(b) Persons engaged as casuals under this Agreement shall be paid the casual rate prescribed by the parent Award for ordinary hours. No person working such hours that would attract casual loadings under the parent Award shall be paid less than the casual rates prescribed by the award for ordinary hours.
- iii) Casual employees shall be entitled to a minimum payment of two and one half (2½) hours.
- iv) Staff shall be employed pursuant to the following classifications:

Supervisor	Waiter	Waitress
Qualified Cook	Cook Alone/Chef	Second Cook
Kitchen Hand	Bar Attendant	Cashier

- v) Except for apprentices and casuals, remuneration shall be not less than (but may be greater than) the following rates of pay, as determined by HOG'S BREATH from time to time:

18 to 20 years of age .....	\$8.95 per hour
21 years of age and older .....	\$10.00 per hour
Persons employed as Supervisors .....	\$11.00 per hour

- vi) In addition to the above rates of pay, contributions to the statutory superannuation levy, at rates as determined from time to time by legislation, shall be paid by HOG'S BREATH.

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## 10. EXCESSIVE HOURS/OVERTIME

- i) All time worked in excess of forty (40) hours in one week or eight (8) hours in one day shall be paid at the normal hourly rates applicable to the employee.
- ii) This clause shall apply to all full-time, part-time and casual employees except apprentices whose wages will be governed by the parent Award.
- iii) If the operational demands of the business so require it, the management of HOG'S BREATH may request a particular employee or employees to continue working beyond the normal rostered shift period for whatever period may be considered necessary. However, the working of overtime is completely voluntary and employees may decline such a request.

## 11. PAYMENT OF SALARY

All wages and salaries will be paid weekly by electronic funds transfer. Wages and salaries shall be paid on Thursday of each week.

## 12. ANNUAL LEAVE AND PUBLIC HOLIDAYS

- i) All full-time and part-time employees are entitled to four (4) weeks annual leave for each completed year of service in accordance with the Annual Holidays Act 1944 (as amended). Casual employees shall be entitled to 1/12th of the ordinary hourly rate.
- ii) Payment for the period of annual leave shall be at the rate applicable to the employee as detailed in Clause 9(v) of this Agreement.
- iii) Annual leave falling due to an employee during the period 1st November and 15th January shall, at the option of the management of HOG'S BREATH, be postponed until after 15th January.
- iv) All public holidays as gazetted in NSW shall be observed. Payment for any gazetted public holiday worked shall be at normal rates as detailed in Clause 9(v).

## 13. SICK LEAVE

All employees shall be entitled to one week's sick leave in each year of employment at his or her rate of pay detailed in Clause 9(v) of this Agreement. Each year of employment shall conclude on the anniversary of the commencement of the employee's employment. Unused sick leave shall not accumulate from year to year under this Agreement.

13. SICK LEAVE (cont.)

Provided that the employee complies with the following conditions:

- i) 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
- ii) 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 day in respect of which sick leave is claimed.
- iii) The foregoing provisions are not intended to limit the employer dealing with particular cases on a more generous basis.

14. MEAL BREAKS

- i) If an employee's shift requires work through an ordinary meal time, a one half hour meal break may be taken.
- ii) During the abovementioned meal break a meal shall be provided by HOG'S BREATH.
- iii) Meal breaks shall not be counted as normal working hours for the purpose of the calculation of employee's wages.

15. UNIFORMS

HOG'S BREATH may require employees to wear a special uniform whilst at work. The uniform, if it is required, shall be provided to the employee by HOG'S BREATH at cost price.

16. GRIEVANCE PROCEDURE

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:

- i) Initially the staff member shall discuss any grievance, dispute or claim with the immediate supervisor.
- ii) 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 from any level or section of the enterprise.



16. GRIEVANCE PROCEDURE (cont.)

- iii) Where there is no satisfactory resolution through informal discussions among nominated employees, the aggrieved employee may after informing his supervisor, take the matter for resolution to the manager/manageress.
- iv) Where there is no satisfactory resolution through informal discussions among nominated employees the aggrieved employee may, after informing his supervisor, take the matter for resolution to a director of the enterprise.
- v) Should the matter involve interpretation of this Agreement, the employee and director and/or manager/manageress may agree on the involvement of an impartial third party from outside the organisation who can assist them to reach a mutually acceptable outcome.
- vi) While these procedures are being undertaken normal work is to continue.
- vii) If not settled, the parties may request the matter be taken up through the due processes with the Industrial Relations Commission.

17. MATTERS FOR FURTHER DISCUSSION

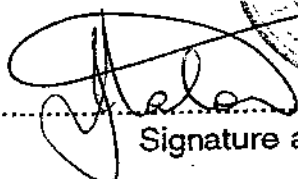
Any variation to this Agreement will be made in accordance with the provisions of Section 125 of the Industrial Relations Act, 1991.

18. STATEMENT REGARDING DURESS

The parties declare that this Agreement:


- a) Is not contrary to public interest.
- b) Is not unfair, harsh or unconscionable.
- c) Was at no stage entered into under duress and
- d) Reflects the interests and desires of the parties.

SIGNED on behalf of North Cronulla  
Investments Pty Ltd trading as  
HOG'S BREATH CAFE, CRONULLA



Signature and Title

In the presence of:



Witness

EMPLOYEE: Kellie Withers OCCUPATION: Floor waitress  
ADDRESS: 2/123 Elouera Road SIGNATURE: K. Withers  
Cronulla NSW. 2230.  
TELEPHONE NO.: 544 3520

EMPLOYEE: Kylie Perrie OCCUPATION: Floor waitress  
ADDRESS: 36 La Boheme Avenue SIGNATURE: [Signature]  
CARINUBAH NSW 2229  
TELEPHONE NO.: 5251938

EMPLOYEE: KATHI PROCTOR OCCUPATION: Floor Staff  
ADDRESS: 19 NYINYA AVE SIGNATURE: [Signature]  
CUMBA  
TELEPHONE NO.: 597-5085

EMPLOYEE: Carmen Tucker OCCUPATION: Waitress  
ADDRESS: 9/216 Willarong Rd SIGNATURE: [Signature]  
Carlingbah  
TELEPHONE NO.: 524555

EMPLOYEE: SAMANTHA ROGAN OCCUPATION: Bar/Waitress  
ADDRESS: 31 TURRIEL PT SIGNATURE: Rogan  
RD LILLI PILLI  
TELEPHONE NO.: 540 2126

EMPLOYEE: Julianne Cascardi OCCUPATION: Head Waitress  
ADDRESS: 737-39 Parramatta St SIGNATURE: [Signature]  
Cronulla  
TELEPHONE NO.: 5443305

EMPLOYEE: Jenelle Smith  
ADDRESS: 40 Frobisher Ave  
Peringbah  
TELEPHONE NO.: 525-3148

OCCUPATION: Kitchen hand  
SIGNATURE: Jenelle Smith

EMPLOYEE: Amanda Vorley  
ADDRESS: 2/12 McDonnell St  
Cronulla  
TELEPHONE NO.: 5235881

OCCUPATION: Kitchen hand  
SIGNATURE: AM

EMPLOYEE: Dawn FORWARD  
ADDRESS: 138 HOLT RD  
TAREN POINT  
TELEPHONE NO.: 544 6036

OCCUPATION: Kitchen hand  
SIGNATURE: Dawn FORWARD

EMPLOYEE: Sally Croaker  
ADDRESS: 15 Franklin RD  
Cronulla  
TELEPHONE NO.: 523-3357

OCCUPATION: Kitchen hand  
SIGNATURE: Sally Croaker

EMPLOYEE: Peter Horner  
ADDRESS: 16 Nabiac Ave  
Gymea  
TELEPHONE NO.: 524 6556

OCCUPATION: Kitchen hand  
SIGNATURE: ~~Peter~~ Peter Horner

EMPLOYEE: Juanita Orloff  
ADDRESS: 52 Seaview St  
Cronulla  
TELEPHONE NO.: 523 3523

OCCUPATION: Kitchen hand  
SIGNATURE: Juanita Orloff

EMPLOYEE: Lisa Debrah . OCCUPATION: Waitress  
ADDRESS: 8 Illawong Ave . SIGNATURE: [Signature]  
Carungbah .  
TELEPHONE NO.: 524 8185

EMPLOYEE: Rory Mills . OCCUPATION: chef  
ADDRESS: 4-12 ELIZABETH PLACE . SIGNATURE: [Signature]  
CRAWULLS  
TELEPHONE NO.: NA

EMPLOYEE: Kim Mortensen . OCCUPATION: Waitress  
ADDRESS: 8 Mount Carmel Pl . SIGNATURE: K. Mortensen  
Engadine  
TELEPHONE NO.: 520 7583

EMPLOYEE: BRETT MORTENSEN . OCCUPATION: WAITOR  
ADDRESS: 8 MT. CARMEL PL . SIGNATURE: B. Mortensen  
ENGADINE  
TELEPHONE NO.: 520 - 7583

(16)

EMPLOYEE: . OCCUPATION: .  
ADDRESS: . SIGNATURE: .  
TELEPHONE NO.: .

EMPLOYEE: . OCCUPATION: .  
ADDRESS: . SIGNATURE: .  
TELEPHONE NO.: .