

ENTERPRISE AGREEMENT

NO: E.A. 440 /1995

DATE REGISTERED: 27-12-95

PRICE: \$ 26-00

Penrith R.S.L. Club Limited
Chefs Enterprise Agreement

1. ARRANGEMENT

Subject Matter	Clause
Annual Leave	10
Application	2
Arrangement	1
Attendance Bonus	14
Bereavement Leave	15
Blood Donors	16
Declarations	25
Definitions	4
Disputes and Grievances Settling Procedures	23
Duration	24
Duties and Responsibilities	6
Hours of Work	7
Jury Service	17
Long Service Leave	11
Overtime	8
Parties	3
Payment of Salaries	19
Public Holidays	12
Rostered Days Off	9
Salaries	18
Sick Leave	13
Special Clothing	21
Superannuation	22
Terms of Engagement	5
Time and Salaries Records	20

2.0 APPLICATION

- 2.1 This Agreement replaces, to the extent of its application pursuant to sub-clause 2.2 below, all provisions of the *Club Employees (State) Award* as currently in force and as amended in the future, and all its successors.
- 2.2 This Agreement shall apply to chefs employed on a weekly full time basis by the Penrith RSL Club Limited, excluding all staff in managerial positions.

3. PARTIES

The parties to this Agreement are, on the one hand, the Board of the Directors of the Club and its management, and, on the other, all individual employees who would, if this Agreement had not come into force, be subject to the conditions prescribed by the Award.

4. DEFINITIONS

- 4.1 "Award" means the *Club Employees (State) Award* as in force on the date of this agreement and as varied from time to time thereafter, and all successors to that award.
- 4.2 "Employer" means the Penrith RSL Club Limited.
- 4.3 "Employee" means any employee party to or bound by this agreement.
- 4.4 "Employee on weekly hire" means a full time employee.
- 4.5 "Commission" means the Industrial Relations Commission of New South Wales.
- 4.6 "Club" means the Penrith RSL Club Limited, ACN 000 995 568, as represented by its Board of Directors or by management authorised to so represent the Club.
- 4.7 "Day" means the 24 hour period commencing at the time of an employee's starting time of ordinary rostered hours.
- 4.8 "RCA" means the Registered Clubs Association of New South Wales.

Two handwritten signatures are present at the bottom right of the page. The signature on the left is written in dark ink and appears to be 'JL'. The signature on the right is written in a lighter ink and appears to be 'LK'.

- 4.9 Words importing the masculine gender shall include the feminine gender as the case may require.

5. TERMS OF ENGAGEMENT

- 5.1 Employees shall be engaged as employees on weekly hire.
- 5.2 The employment may be terminated by either party by giving one week's notice or by the payment or forfeiture, as the case may be, of one week's pay in lieu thereof.
- 5.3 No employee shall be dismissed without notice for sickness or accident or any other reasonable cause of absence from duty: provided that he informs the Club of his inability to commence work, within twenty-four hours of his usual starting time.
- 5.4 Where notice of termination of service has been given to an employee, he shall be paid all money due upon expiry of such notice.
- 5.5 This clause shall not affect the right of the Club to dismiss an employee without notice for refusal of duty, wilful misconduct or accepting less than the scheduled prices for any goods or services provided by the Club, and in such cases, the wages shall be made up to the time of dismissal only and shall be paid within twenty-four hours after the time of dismissal. Where dismissal occurs later than 5 p.m. on Friday, or at any time on a Saturday, payment may be made at the Club's office on the Monday morning following.
- 5.6 Further to sub-clause 5.5 hereof and without in any way limiting its generality, the parties agree that the employer may terminate without notice the services of any employee who:
- 5.6.1 commits a serious or persistent breach of this agreement;
 - 5.6.2 is guilty of serious misconduct in the discharge of his duties;
 - 5.6.3 is negligent or incompetent in the discharge of his duties;
 - 5.6.4 is guilty of any offence prescribed by the Club's rules of employment entitled "Terms of Employment".

6. DUTIES AND RESPONSIBILITIES

- 6.1 Notwithstanding the provisions of clause 2 hereof, the duties of each employee shall be those prescribed by the Award for a "Level 5" employee. In addition, the employees, in the absence of the Head Chef, are responsible for the overall efficient operation of the Catering Department, as directed and delegated by the Catering Manager.
- 6.2 The employees shall report to the Head Chef and, in his absence, to the Catering Manager.

Handwritten signatures and initials in the bottom right corner of the page. There are two distinct signatures, one appearing to be 'JK' and another 'HO', with some scribbles and overlapping lines.

- 6.3 Notwithstanding the provisions of sub-clause 6.1 hereof, each employee shall be required to perform all such duties as are reasonably and lawfully directed by the employer, and the employer, at his sole discretion, may change the duties of each employee at any time to respond to the operational needs of the Club.

7. HOURS OF WORK

- 7.1 The ordinary hours shall be thirty-eight hours per week, exclusive of meal breaks, averaged over a period of 52 weeks, to be worked from Mondays to Sundays at such times and in shifts of such duration as may be agreed upon between the employer and the employee: Provided that, failing such agreement, the employer shall determine the hours and shifts to be worked.
- 7.2 Notwithstanding any provisions of this Agreement, the employee shall work such hours in addition to the ordinary hours as are required for the diligent and responsible performance of his duties, and as are necessary for the proper management of the Club's business, and as may be lawfully and reasonably directed by the employer. It shall be the responsibility of each employee to attend at the Club's premises at such times as his duties and responsibilities require. This may include the need to work on any day of the week, including Saturdays, Sundays and Public Holidays.
- 7.3 The Club and the employees shall agree upon the method by which to work the ordinary hours, the days each employee is rostered on and off duty, and the number of hours of each shift as per the roster provided for in sub-clause 7.6 of this clause: Provided that failing such agreement, the employer shall have the right to determine all such matters not agreed upon.
- 7.4 All employees shall be entitled to take a meal break of 30 minutes' duration; to be taken at a time mutually agreed upon by the employer and the employee: Provided that, in the absence of such agreement, the employer may direct when the meal break is to be taken.
- 7.5 In addition to the meal break as per sub-clause 7.4 above, each employee, when working a shift of five or more hours, shall be entitled to a paid tea break of 10 minutes duration, to be taken at the discretion of the employer in the first or second half of the shift.
- 7.6 The employer shall post a roster in a place accessible to all employees at least one week prior to the roster coming into effect, such roster to cover a period of not less than one week, or such other period as the employer may decide, and clearly showing for each employee:
- ◆ the days on which the employee is rostered on and rostered off;
 - ◆ the starting and ceasing times for each day;
 - ◆ in the case of broken shifts, the times off duty on any one day.



Unless otherwise agreed between the employer and the employees, the roster shall not be changed without at least three days' notice: Provided that in the case of absenteeism or other staff shortages, the employer may change any roster by giving twelve hours' notice.

- 7.7 Where an employee is required to work on a Sunday, he shall be entitled, in addition to his ordinary salary, to an additional payment of \$79.00 gross for any such Sunday worked.

8. OVERTIME

Each employee is required to work a reasonable amount of hours in addition to his ordinary hours to be able to fulfil his duties and in response to the requirements of the operational and other needs of the Club's business, and/or as reasonably directed by the employer from time to time. The remuneration prescribed by this Agreement comprehends the payment for all such time worked, and no additional remuneration shall be payable for any time worked in accordance with the terms of this Agreement. Provided that no employee shall receive less than he would otherwise be entitled to for the total hours worked at the ordinary time rate of pay under the Award.

9. ROSTERED DAYS OFF

Wherever practicable, each employee shall be allowed two days off duty in each of the first three weeks of any four week cycle, and three days in the fourth week of such cycle: Provided that, where the employer, due to an emergency, directs an employee to work on any such rostered day off, the employee shall be entitled to an alternative day off duty without loss of pay. Such alternative day off duty shall be taken within one month from the rostered day off on which the employee was required to work, or at such other time that the employer and the employee agree.

10. ANNUAL LEAVE

- 10.1 All employees shall be entitled to annual leave as prescribed by the *Annual Holidays Act 1944* (NSW).
- 10.2 In addition to the provisions of the *Annual Holidays Act 1944*, where an employee works at least thirty Sundays and/or Public Holidays during a period of twelve months, he shall be entitled to one additional week's annual leave: Provided that where the services of such an employee are terminated prior to the employee qualifying for annual leave, and the employee has, at that point in time, worked at least thirty Sundays and/or Public Holidays, he shall be paid for an additional week's leave upon termination.
- 10.3 Service prior to the commencement of this Agreement shall count as service for the purposes of this clause.

- 10.4 If a Public Holiday falls within a period of annual leave, the duration of such period of leave is to be extended by one day for each such Public Holiday occurring during that period of annual leave.
- 10.5 Before an employee is given and takes his annual leave or, where by agreement between the employer and the employee, the annual leave is given and taken in more than one separate period, before each of such separate periods, the employer shall pay a loading of 17½ per centum determined in accordance with this clause.
- 10.6 The loading is payable in addition to the salary for the period of leave given and taken and due to the employee in accordance with this clause, calculated on the salary payable to the employee immediately before commencing any period of annual leave.
- 10.7 The loading is payable on any payment for leave accrued but not taken, including any pro rata leave entitlements, upon the termination of employment by either party for whatever reason, except where the employee has been dismissed summarily as provided for by sub-clause 5.6 of clause 5 hereof.

11. LONG SERVICE LEAVE

All employees shall be entitled to long service benefits as prescribed by the *Long Service Leave Act 1955* (NSW).

12. PUBLIC HOLIDAYS

- 12.1 The day or days upon which the following holidays fall, or the days on which such holidays are observed, shall be Public Holidays for the purpose of this Agreement:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day,

and any other day or days proclaimed or gazetted as public holidays for the State.

- 12.2 If an employee is required to work on a Public Holiday pursuant to his obligations under this Agreement, no additional remuneration shall be payable by the employer.
- 12.3 If an employee does not work on a Public Holiday by agreement with the employer, or if a Public Holiday falls on a day on which the employee is rostered off duty, no addition to or reduction from his ordinary pay for that week shall be due.

Handwritten signatures and initials in black ink, including a large stylized signature and the initials 'MK'.

13. SICK LEAVE

- 13.1 If an employee is absent from duty on account of personal illness or accident, he shall be paid for the period of such absence for up to seventy-six hours per annum, at the rate of his full salary: Provided that the employee shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers' compensation.
- 13.2 To be entitled to sick leave under this clause, the employee shall be required to prove to the satisfaction of the employer that he was unable, on account of such illness or accident, to attend for duty on the day or days for which such leave is claimed. For the purposes of this sub-clause, the following shall be deemed to be sufficient proof:
- 13.2.1 for the first single day of absence in each sick leave year, a statutory declaration by the employee that he was unable to attend for duty on account of illness;
- 13.2.2 a certificate from a duly qualified medical practitioner stating that the employee was unable to attend work due to illness where the employee is absent from work:
- ◆ on the second and subsequent single day in any one sick leave year;
 - ◆ on one or more days immediately preceding or following an employee's rostered day off or any Public Holiday;
 - ◆ on any two or more consecutive days;
 - ◆ on any one day following the employee having been counselled for claiming an excessive amount of sick leave which affects the proper management and rostering in the Catering Department.
- 13.3 For the purpose of this clause, continuous service shall be deemed not to have been broken by any absence from work on leave granted by the employer; or any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall in each case be upon the employee).
- 13.4 For the purpose of this clause, service before the date of the coming into force of this Agreement shall be counted as service.
- 13.5 The rights under this clause shall accumulate from year to year until used or until redeemed as prescribed by clause 14 hereof.

14. ATTENDANCE BONUS

- 14.1 At each anniversary or upon the termination of the employee's employment, the employer shall review the employee's attendance record and shall reward the employee's attendance in accordance with this clause.

Handwritten signature and initials, possibly 'JK' and '10', in the bottom right corner of the page.

- 14.2 Upon each anniversary of the employee's employment, the employee shall be entitled to an amount of money equal to the value of any hours untaken sick leave in excess of 152 hours, at his then current rate of pay, provided that the amount of accrued and untaken sick leave up to the anniversary is 152 or more hours.
- 14.3 Upon the termination of the employee's employment by the employer for any reason other than serious and wilful misconduct, or upon the employee's resignation or death, the employee shall be entitled, at his then current rate of pay, to an amount of money equal to the value of his accumulated and untaken sick leave provided that the amount of accrued and untaken sick leave, at the time of termination, is 152 or more hours. No amount is payable in respect to accumulations less than 152 hours nor in respect of any excess over 152 hours.

15. BEREAVEMENT LEAVE

- 15.1 Subject to this clause, on the death of spouse, father, mother, father-in-law, mother-in-law, brother-in-law, sister-in-law, child (including stepchild), brother or sister, an employee shall, on proper notice to the employer and for the purpose of making arrangement for and/or attending the funeral, be entitled to bereavement leave, without deduction of pay, up to and including the day of the funeral, for a period not exceeding the number of ordinary hours rostered for the employee in the three ordinary working days.
- 15.2 The term spouse shall include a person with whom the employee is living in a de facto relationship at the time of bereavement: Provided that the entitlement to leave under this clause shall not be exercisable on the subsequent death of a legal spouse.
- 15.3 In all cases, proof of death shall be furnished by the employee to the satisfaction of the employer.
- 15.4 This clause shall have no operation during any time when the period of leave referred to herein coincides with any other period of leave of the employee or his rostered day off.

16. BLOOD DONORS

An employee who wishes to donate blood shall be entitled to do so during working hours without loss of pay, provided that:

- 16.1 the employee agree with the employer upon the day and time which least inconveniences the Club's operations, failing such agreement, the employer shall have the right to nominate the date and time or to refuse to grant leave to the employee;
- 16.2 the employee is able to donate blood at a mobile service of the Red Cross Blood Bank which is situated in or immediately adjacent to the Club's premises, or at a hospital within five or less walking minutes from the Club's premises;

Handwritten signatures and initials, including a large stylized signature and the initials 'LK' and 'RD'.

- 16.3 having donated blood, the employee provides satisfactory proof thereof and returns to work thereafter; and
- 16.4 the entitlement is limited to a maximum of two hours on no more than three occasions in any one year of employment.

17. JURY SERVICE

- 17.1 An employee required to attend for jury service during his ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his attendance for such jury service and the amount of wages he would have received in respect of the ordinary time he would have worked had he not been on jury service.
- 17.2 An employee shall notify his employer as soon as possible of the date upon which is required to attend for jury service. Further, the employee shall give the employer proof of his attendance, the duration of such attendance and the amount received in respect of such jury service.

18. SALARIES

18.1 Classifications

Notwithstanding the provisions of clause 2 of this Agreement, the employees' classification is based upon and governed by the classification structure contained in the Award.

18.2 Employees' Classification and Salary

At the commencement of this Agreement, and for the duration of its term or until and unless reviewed in accordance with sub-clause 18.3 hereof, the employees' position shall be at the classification "Level 5", with a gross salary of \$34,372.00 per annum, payable weekly at the rate of \$661.00.

18.3 Salary Review

Each employee's salary shall be reviewed at the end of each twelve monthly period from the commencement of this Agreement: Provided that the employees' salary shall at no time be less than prescribed by this agreement or the rate prescribed by the Award for a "Level 5" employee.

Handwritten signatures and initials, including a large signature on the left and initials 'UK' and 'RD' on the right.

18.4 Performance Criteria

During the first twelve months of this Agreement, the employer and the employees shall negotiate a set of performance criteria which may serve as the basis upon which this Agreement and the salaries may be reviewed in the future.

19. PAYMENT OF SALARIES

- 19.1 All salaries shall be paid weekly by transfer into a bank account nominated by the employee, to be available to the employee not later than each Thursday.
- 19.2 It is the responsibility of each employee to complete a time sheet for each week and to submit such weekly time sheet to the payroll officer by Tuesday of each week, failing which the employee's salary may be withheld and paid in the subsequent week, following the satisfactory receipt of the relevant time sheet.

20. TIME AND SALARIES RECORDS

In accordance with section 183 of the *Industrial Relations Act 1991* (NSW), time-sheets and pay sheets must contain the following particulars:

- ◆ the full name of the employer;
- ◆ the full names of the employee;
- ◆ the occupation and classification of the employee;
- ◆ the number of hours worked by the employee during the week;
- ◆ the rate of pay for the employee;
- ◆ the amount of salary paid to the employee and deductions made from that salary.

21. SPECIAL CLOTHING

- 21.1 The employer shall supply to the employees, at no cost to the employees, the following clothing which shall at all times remain the property of the employer: three tunics, three pairs of pants, three aprons and three ties.
- 21.2 The clothing shall be supplied as follows:
- 21.2.1 at the completion of three months' service;
- 21.2.2 annually at the end of the second and subsequent years after the initial issue pursuant to sub-clause 20.2 hereof.

Handwritten signatures and initials in black ink, including a large stylized signature and the initials 'LK' and 'PD'.

- 21.3 The employee shall at all times be responsible for and bear the costs of laundering and maintaining clothing provided by the Club.

22. SUPERANNUATION

Immediately upon this Agreement coming into effect, the Club shall make superannuation contributions on behalf of the each employee not less favourable than the prescriptions of clause 43, "Superannuation", of the Award, and the requirements of the *Superannuation Guarantee (Administration) Act 1992* (Cth).

23. DISPUTES AND GRIEVANCE SETTLING PROCEDURES

- 23.1 In the event of a difference between two or more employees, the parties directly involved shall attempt to settle the difference amicably among themselves.
- 23.2 If the parties are unable to do so, they must discuss the difference with their supervisor/s forthwith who shall attempt to settle the difference. If not settled at this stage, the issue shall be dealt with in accordance with sub-clauses 23.3 to 23.8 below as applicable.
- 23.3 In the event of a grievance by any employee, the employee shall forthwith discuss the matter with his immediate supervisor in an attempt to settle the matter. If the supervisor is unable to resolve the problem within one working day, he shall refer the matter to the Human Resources Manager who shall attempt to settle the matter.
- 23.4 Any difference between an employee and his supervisor shall be referred to the Human Resources Manager for settlement.
- 23.5 If the Human Resources Manager is unable to settle the difference or grievance within three working days, he shall refer the matter to the General Manager.
- 23.6 Where the difference or grievance concerns an industrial problem which may cause an industrial dispute, and the employee/s concerned is/are member/s of a trade union, the General Manager shall attempt to settle the matter with the local union organiser, also asking the RCA's Industrial Relations Department for advice.
- 23.7 If unresolved after a further three working days, the General Manager shall refer the matter to the Commission for conciliation and/or arbitration. The decision of the Commission shall be final and shall be accepted by all parties, to the exclusion of all industrial action.
- 23.8 While these procedures are being followed, no party shall engage in any form of industrial action, any *status quo* that may have existed (e.g. in a demarcation issue, manning levels, rostering arrangements, etc.) prior to the difference arising, but excluding dismissals which have actually been effected, shall continue to be observed, and all work must continue normally and without bans or limitations.

Handwritten signatures and initials in black ink, including a large stylized signature, the initials 'UK', and another signature.



[Handwritten signature]

24. DURATION

This Agreement shall come into operation on, the date of its registration, and shall remain in force for a period of twelve months thereafter.

25. DECLARATIONS

25.1 I, Darren Stapley, hereby declare that I have read and fully understand and agree with the provisions of this Agreement, and that I enter into this Agreement under no duress.

Signed: *[Signature: Darren Stapley]*
Date: 17/11/95

25.2 I, KEITH STEVENSON, hereby declare that I have read and fully understand and agree with the provisions of this Agreement, and that I enter into this Agreement under no duress.

Signed: *[Signature: Keith Stevenson]*
Date: 17/11/95

25.3 I, Frank Macrae, hereby declare that I have read and fully understand and agree with the provisions of this Agreement, and that I enter into this Agreement under no duress.

Signed: *[Signature: Frank Macrae]*
Date: 17/11/95

25.4 I, LYN KOEVOETS, on behalf of the Penrith RSL Club Limited ("the Club"), hereby declare that I have read and fully understand and agree with the provisions of this Agreement, that the Club enters into this Agreement under no duress, and that I am authorised to sign this Agreement on behalf of the Club.

HUMAN RESOURCES MANAGER
[Title, Position]

Signed: *[Signature: Lyn Koevoets]*
Date: 17/11/95