

ENTERPRISE AGREEMENT

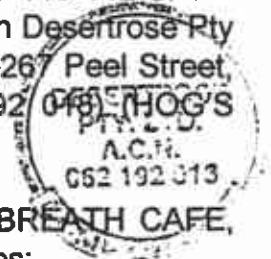
NO: E.A. 227 /1996

DATE REGISTERED: 7-8-96

PRICE: \$ 16-00

HOG'S BREATH CAFE, TAMWORTH
ENTERPRISE AGREEMENT

An ENTERPRISE AGREEMENT made in pursuance of the NSW Industrial Relations Act 1991 in accordance with the provisions of sections 115-142 of the said Act, entered into on the 18 day of June 1996 between Desertrose Pty Limited trading as HOG'S BREATH CAFE, TAMWORTH, of 265-267 Peel Street, Tamworth in the State of New South Wales (ACN No. 062 192 048) (HOG'S BREATH) of the one part and:



the EMPLOYEES of Desertrose Pty Limited trading as HOG'S BREATH CAFE, TAMWORTH in the Enterprise with the following occupations/trades:

Supervisors	Second Cook	Waiter
Qualified Cook	Cook Alone/Chef	Waitress
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 TAMWORTH Enterprise Agreement 1996.

2. ARRANGEMENT

This Agreement is arranged as follows:

Clause No.	Subject
1	Title
2	Arrangement
3	Area, Incidence and Parties Bound
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 Schedule 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 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 and the Restaurant &c. Employees (State) Wages Adjustment 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 (5) 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 shifts 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.
- ii) Employees will work as directed by the management of HOG'S BREATH.
- 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. A period of at least forty-eight (48) hours notice of dismissal shall be given in all instances apart from circumstances involving wilful misconduct or refusal of duty.
- 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.
- v) Casual workers are engaged and paid by the hour. Such engagements shall be less than 40 hours in any week, can be terminated without notice by either party and shall not include a continuing employment relationship nor regular hours.

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) Wages paid to apprentices, including overtime and penalties, shall be governed by the parent Award.
- iii) Casual employees shall be entitled to a minimum payment of two and one half (2½) hours. Part-time employees shall be those employees who work in excess of fifteen (15) hours per week. Persons engaged as casuals under this Agreement shall be paid the casual rate prescribed by the parent Award. 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.
- iv) Staff shall be employed pursuant to the following classifications:

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

- 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:

20 years and under	\$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.

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, but not apprentices, whose wages will be as specified in 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

10. EXCESSIVE HOURS/OVERTIME (cont.)

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 15 November and 1 February shall, at the option of the management of HOG'S BREATH, be postponed until after 1 February.
- iv) Payment for any gazetted public holiday worked shall be at normal rates as detailed in Clause 9(v).

13. SICK LEAVE

All full-time and part-time 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. Apprentices shall be entitled to one week's sick leave at the rate of pay detailed in Clause 9 (ii) 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.

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:

- a) Initially the staff member shall discuss any grievance, dispute or claim with the immediate supervisor.
 - (i) 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.
 - (ii) 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.
 - (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 a Proprietor of the enterprise.
 - (iv) Should the matter involve interpretation of this Agreement, the employee and Proprietor may agree on the involvement of an impartial third party from outside the organisation who can assist them reach a mutually acceptable outcome.

16 GRIEVANCE PROCEDURE (cont.)

- b) If not settled, the parties may request the matter to 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.

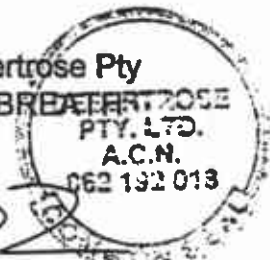
18. STATEMENT REGARDING DURESS

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.

This Agreement is made at TAMWORTH on this 18 day of JUNE 1996.

SIGNED on behalf of Desertrose Pty
Limited trading as HOG'S BREASTROSE
CAFE, TAMWORTH



Signature and Title

[Handwritten signature]

In the presence of:

Witness

[Handwritten signature]

Date

18/6/96

Date

18/6/96

SIGNED by the Works Committee representing the employees of Hog's Breath Cafe, Tamworth.

A. Hall

Ms Angela Hall
Chairperson

Date: 18-6-96

L Orchard

Ms Leanne Orchard
Committee Member

Date: 18-6-96

Jennifer Dobson

Ms Jennifer Dobson
Committee Member

Date: 18-6-96

Casual Vacancy
Committee Member

Date:

