

ENTERPRISE AGREEMENT

NO: E.A. 351 /1996

DATE REGISTERED: 27-12-96

PRICE: \$ 10-00

NEUTRAL BAY FOOD HALL

ENTERPRISE AGREEMENT

1. PARTIES TO THE AGREEMENT

The enterprise agreement is made in accordance with the provisions of sections 115 - 145 of the NSW Industrial Relations Act 1991. The parties to this agreement are Raltana Enterprises Pty Limited trading as the Neutral Bay Foodhall at Shop 12, 202 Military Road Neutral Bay NSW 2089 of the one part and the employees of that enterprise of the other part.

It is agreed by the parties as follows:

2. TITLE OF AGREEMENT

This agreement shall be known as the Neutral Bay Foodhall Enterprise Agreement.

3 THE ENTERPRISE

The enterprise for which the agreement is made is the Neutral Bay Foodhall at Shop 12, 202 Military Road Neutral Bay NSW 2089 which incorporates a take away food shop and delicatessen.

4 TRADES /OCCUPATIONS

The trades/occupations covered by this agreement are:- full time and casual shop assistants, juniors and shop assistants in charge with the duty of buying.

5. DURESS

This agreement was not entered into under duress by any party to it.

6. INCIDENCE

The agreement shall regulate partially the terms and conditions of employment previously regulated by the Shop Employees (State) Award.

Except as provided by this Agreement, the conditions of employment of employees to whom this Agreement applies shall be those contained in the award. Where there is inconsistency between this Agreement and the Award, this Agreement prevails.

7. OVERTIME

Overtime hours as defined by the Award shall be paid at the ordinary hourly rate.

8. MEAL TIMES AND REST PAUSES

- (i) When and where it can be conveniently arranged by the employer, an employee who works more than four ordinary hours on any day shall be allowed a rest pause of ten minutes. A rest pause shall be counted and paid for as time worked. No rest pause shall be given or taken within one hour of the employee commencing or ceasing time or within one hour before or after any meal break..

An employee who works more than nine hours or more on any day shall be allowed two rest pauses and one meal break. One rest pause shall be taken before the meal break and the other after the meal break.

- (ii) An employee who works more than five hours or more on any day shall be

allowed a rest pause and a meal break. Meal breaks are not counted and not paid for as time worked. No employee shall work more than five consecutive hours without a meal break.. No employee shall have a meal break before three ordinary hours have been worked.

The meal break may be at the employee's choosing:-
either of 30 minutes duration
or 15 minutes which would include a meal to the value of \$7.50.

9. WEEKEND AND LATE NIGHT PENALTY RATES

- (i) No additional penalty rates or loadings to ordinary hours for working until 12.00 midnight during the week or on a Saturday before 6.00 pm shall apply to this agreement.
- (ii) For work on a Saturday after 6.00 pm. and on a Sunday there will be a loading of \$2.00 per hour in addition to the ordinary hourly rate.
- (iii) For work on Public Holidays.
Employees working less than an eight hour shift shall be paid at the rate of time and a one-half.

Employees working eight hours or more shall be paid the ordinary hourly rate and will in addition accrue equal time in lieu which shall be taken as two afternoons by mutual agreement.

10. ALLOWANCES

No additional allowances of any kind shall apply to this agreement.

8. TERM

This agreement shall operate from the date of registration and shall remain in force for a period of three years unless varied or terminated earlier by the provisions provided by the Act.

Signed for and on behalf of Raltana Enterprises Pty Limited

Signature *Joseph Hevetic*

Printed Name and Occupation *JOSEPH HEVETIK DIRECTOR*

Common Seal of Company









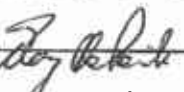
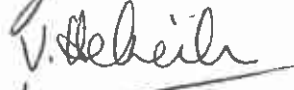

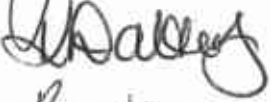

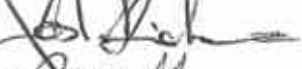
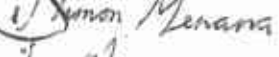
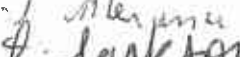

Witness

Date

Signed by employees

Signature

Printed Name and Occupation

- 1.  Jessica Alvarez. shop. Assistant.
- 2.  Lynn Spruce Shop. Assistant
- 3. Kim Mervis Kim Mervis Shop Assistant.
- 4.  DANIEL VALENTE M. SALES ASSISTANT.
- 5.  ANTHONY BERTY CHEF
- 6.  SARA IANNI COOK
- 7.  BIANCA TALIANO shop. Assistant.
- 8. A. Le Marchand Alan Le Marchand shop assistant
- 9. ~~ Ray Hekeik Clerk.~~
- 10.  VERONICA HEKEIK Cashier.
- 11.  JAMES EDWARDS SALES ASSISTANT.
- 12.  Kathryn Walters night supervisor
- 13.  RAWLI GRAINGER Sales assistant
- 14.  JOSH LIEBERMAN Sales Assistant
- 15.  SIMON MENASSA Sales Assistant / Storeman.
- 16.  Therese MENASSA Cashier / Sales Assistant
- 17.  Tanya JACKSON sales Assistant
- 18.
- 19.

Witness



Date