

# ENTERPRISE AGREEMENT

NO: E.A. 50. /1996

DATE REGISTERED: 14-2-96

PRICE: \$ 10-00



## NANDO'S CRONULLA ENTERPRISE AGREEMENT

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1. This agreement shall be known as the Nando's Cronulla Enterprise Agreement (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 Scope
4.	Operation
5.	No Duress
6.	Trades and Occupations and Classifications
7.	Contract of Employment
8.	Minimum Rates of Wages for Ordinary Hours
9.	Ordinary Hours of Employment
10.	Overtime
11.	Public Holidays
12.	Meal Breaks and Refreshments
13.	Sick Leave
14.	Parental Leave
15.	Long Service Leave
16.	Annual Leave
17.	Jury Service
18.	Superannuation & Workers Compensation
19.	Disputes and Grievances Procedure

### **3. Parties Bound and Scope**

3.1 This agreement shall be binding upon Naidoo Brothers Pty Ltd, A.C.N. 066 844 666, trading as Nando's Chickenland Cronulla, on the one part (the "Employer") and the employees on the other part.

3.2 The enterprise for which this Agreement is made is the Nando's Chickenland Cronulla, takeaway food shop, shop 2, 3-7 The Kingsway, Cronulla, NSW, 2230.

### **4. Operation**

4.1 This Agreement shall operate from the date of registration ( which is noted as day of 199 ) and shall remain in force for 3 years from the said date of registration.

### **5. No Duress**

5.1 The Nando's Cronulla Enterprise Agreement was not entered into under duress by any or the persons who are party to it.

6. Grade- to Occupations and Classifications

- 6.1 This Agreement shall regulate totally the terms and conditions of employment for the occupations of kitchen-hands, grillers and cashiers of Nando's Chickenland Cronulla.
- 6.2 In the event of any inconsistency between the Shop Employees (State) Award and the Agreement, the Agreement shall prevail.

7. Contract of Employment

7.1 Employees shall be engaged on the following basis:

**Full-time:** Employees engaged by the week for a maximum of 40 hours per week.

**Part-time:** Employees engaged to work a regular number of ordinary hours each week less than the ordinary number of hours prescribed for full-time employees. (not less than 3 per day, or more than 30 per week).

**Casual:** Employees engaged and paid by the hour, such engagement shall not exceed 40 hours in any one week. Any employee working such hours as would entitle them to casual loading under relevant award, shall be paid the 15% loading.

7.1.2 payment shall be at least once each fortnight ( or on such other basis as may be agreed between the employer and the employees).

7.1.3 may be terminated during the first 6 months of employment ( on probation) by 4 hours notice and thereafter ( following confirmation) by one weeks notice on either side.

7.2 Nothing in the Agreement shall affect the right of the Employer to dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty or misconduct.

8. Minimum Rates of Wages for Ordinary Hours

8.1 Subject to Clause 8.2, the rates of pay for each adult employee shall be the appropriate minimum according to the levels in this Agreement as follows:

<u>Description</u>	<u>Minimum Rate for Ordinary Hours</u>
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Employees 21 years of age and over shall be paid a minimum rate for work during ordinary hours not less than the hourly rate as follows:

shall mean	\$10.52 per hour
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Employees under 21 years of age shall be paid for the work during ordinary hours not less than the relevant age related hourly 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	\$6.31 per hour
At 18 years of age	\$7.36 per hour
At 19 years of age	\$8.42 per hour
At 20 years of age	\$9.47 per hour

8.2 The employer, having regard to the skills, responsibilities and merit of an employee, may agree with an individual employee by separate contract to pay in excess of the rates in Clause 8.1.

## Ordinary Hours of Employment

Ordinary hours of employment shall be a maximum of 40 hours per week Monday to Sunday and not more than 9 hours per day.

Whenever reasonably possible work shall be arranged so that an employee shall have at least 10 consecutive hours off duty between work on successive days.

## 10. Overtime

10.1 Employees who work in addition to ordinary hours shall do so by agreement from time to time and at the same rate which would ordinarily apply for ordinary hours in this Agreement.

10.2 An overtime meal allowance can be paid at the discretion of the employer.

## 11. Public Holidays

The following days shall be observed as holidays: New Years Day, Australia Day, Good Friday, Easter Sunday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day, and any other day gazetted as a public holiday within the area covered by the agreement, provided that any day proclaimed as a holiday for the State for a special purpose, but observed throughout the State on different days, also shall be a holiday.

All work performed on a Public Holiday by an employee, as required by the employer, shall be paid at the ordinary hourly rate.

## 12. Meal Breaks and Refreshments

12.1 Non-paid meal breaks shall be as arranged between the Employer and the employee.

12.2 During any shift of eight hours or more, employees shall be allowed opportunities for a paid refreshment break or breaks of no more than thirty minutes duration in aggregate and not less than five minutes for any one break. Employees on shifts of less than 8 (eight) hours shall be allowed opportunities for paid refreshment breaks of no more than 15 minutes duration in aggregate. Such breaks shall be arranged in such a manner as not to interfere with the continuous running of the establishment.

12.3 Employees working a six hour shift or more shall be entitled to a meal to the retail value of \$6.00. All other staff will be required to pay for any meal.  
Meal entitlements shall not accumulate from shift to shift.

## 13. Sick Leave

13.1 An 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 week of absence, at the appropriate ordinary hourly rate for the first and subsequent year of employment.

Such days if not taken shall not accumulate from year to year under this agreement.

13.2 Provided that the employee complies with the following conditions:

13.2.1 The employee shall, where practicable, advise the employer of his/her inability to attend for work on the morning of the absence ( if on night duty ), and the evening before ( if on morning duty ) and as far as possible the nature of the illness and the estimated period of absence; and

13.2.2 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.

13.2.3 The foregoing provisions are not intended to limit the employer dealing with particular cases on a more generous basis.

#### 14. Parental Leave

in accordance with the Industrial Relations Act.

#### 15. Long Service Leave

In accordance with the Long Service Leave Act 1955.

#### 16. Annual Leave

In accordance with the Annual Holidays Act 1944, after one years service.

#### 17. Jury Service

Employees required to attend for jury service during ordinary hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage the employee would have recieved in respect of the ordinary time that would have been worked had the employee not been on jury service.

An employee shall be required to produce proof of jury service fees received and proof of requirement to attend jury service to the employer as soon as practicable after receiving notification to attend for jury service.

#### 18. Superannuation & Workers Compensation

##### 18.1 Superannuation:

All employees will be entitled to the Occupational Superannuation in accordance with the relevant legislation.

##### 18.2 Workers Compensation:

All employees shall be entitled to workers compensation in accordance with the Workers Compensation Act 1987.

#### 19. Disputes and Grievances Procedure

##### 19.1 Procedures relating to grievances of individual employees


- a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- b) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- c) Reasonable time limits must be allowed for discussion at each level of authority.
- d) At the conclusion of the discussion, the employer must provide a response to the employees grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- e) While a procedure is being followed, normal work must continue.
- f) The employee may be represented by an industrial organisation of employees.

##### 19.2 Procedures relating to disputes etc. between employers and their employees.

- a) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- b) Reasonable time limits must be allowed for discussion at each level of authority.
- c) While a procedure is being followed, normal work must continue.
- d) The employer may be represented by an industrial organisation of employers and the employee may be represented by an industrial organisation of employees for the purposes of each procedure.
- e) If not settled parties may request the matter to be referred to the Industrial Relations Commission of New South Wales.

Name	Residential Address and Telephone Number	Signature
Leenie Taylor	177-9 Nulakurra Rd Carrington 2229	L. Taylor
Alison Smith	7 Dindima Place Bangor 2234	Alison Smith

Employer Name  
Naidoo Brothers Pty Ltd  
trading as Nando's Chickenland Cronulla  
A.C.N. No. 066 844 666

  
On behalf of the employer

