

# ENTERPRISE AGREEMENT

NO: E.A. 56 /1996

DATE REGISTERED: 21-2-96

PRICE: \$ 24-00

***JEWELLS TAVERN (TRADING) PTY LTD  
AS TRUSTEE FOR THE WHARF UNIT  
TRUST***

***ENTERPRISE AGREEMENT***

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## **1. - PREAMBLE**

This Enterprise Agreement is designed to create greater flexibility in employment practices within the enterprise conducted by Jewells Tavern (Trading) Pty Limited as Trustee for the Wharf Unit Trust trading as Harbourview Function Centre, Blue Water Pizza and Starfish Cafe and to accord to employees of that enterprise more stable employment and greater access to training and career enhancement.

## **2. - PARTIES BOUND**

The parties to this agreement are:-

- i) Jewells Tavern (Trading) Pty Limited as trustee for the Wharf Unit Trust in so far that Company ("The Employer") operates the following restaurants and catering operations at and from Building A, Queens Wharf, Wharf Road Newcastle NSW:
  - Harbourview Function Centre
  - Blue Water Pizza
  - Starfish Cafe
- ii) The Works Committee ("The Employees Works Committee") formed by employees of the employer engaged in any of the occupations set out in Clause 6 of this agreement ("The Employees").

## **3. - STATUS AND AIM OF AGREEMENT**

This agreement shall determine all of the terms and conditions of employment of the employees which are capable of inclusion in an Award and operates to the full and total exclusion of the provisions of the following awards:

The Restaurant Employees (State) Award  
The Restaurant Employees (State) Wages Adjustment Award  
The Caterers Employees (State) Award  
The Caterers Employees (State) Wages Adjustment Award

To the extent of any inconsistency between the above awards and this agreement, this agreement shall prevail.

## **4. - DATE AND PERIOD OF OPERATION**

This agreement shall commence on the day of its registration by the Industrial Registrar, which is noted to be..... and shall operate for a period of three years thereafter.

## **5. - TERMS OF EMPLOYMENT**

- i) Employees shall be engaged on a weekly or casual basis.
- ii) Upon appointment an employee shall be informed by the employer of the basis of the appointment ie: full time, part-time or casual.

- iii) During their first four (4) weeks of employment, weekly employees shall be on probation and their employment may be terminated without notice. Following this probationary period the employment of weekly employees may be terminated by the provision of one (1) weeks notice given by either side at any time during the week, or by the payment or forfeiture, as the case may be, of wages for the required period of notice. The employment of a casual employee may be terminated at any time without notice.
- iv) The employer may dismiss any employee without notice for refusal of duty, absence without satisfactory explanation, neglect of duty or wilful misconduct and in such cases the wages shall be paid on the next succeeding pay day. In such circumstances the employer where reasonably practicable shall conduct an investigation of all relevant facts and allow the employee the opportunity to explain themselves before making any decision to terminate their employment.
- v) An employer may deduct from the wages due to an employee who fails to attend for work for a reason other than that they are on any form of paid leave provided for by this agreement or any other Act the amount that would have ordinarily been due for the actual time of non-attendance.
- vi) Where an employee is absent from work for a continuous period exceeding two working days without notification to the employer, then that employee shall be deemed to have terminated their employment without notice.
- vii) Employees shall perform such work as the employer shall, from time to time, reasonably require including working reasonable overtime.
- viii) No employee is permitted to smoke on the premises unless they are utilising the facilities of Harbourview Function Centre, Blue Water Pizza or Starfish Cafe as paying customers.

## 6. - DEFINITIONS

- a) "Apprentice" shall mean an employee who is apprenticed to the trade of commercial cookery being a declared trade for the purposes of the Industrial and Commercial Training Act by the Industrial and Commercial Training Orders 1989.
- b) "Broken Shift" shall mean a rostered shift in which non-working time exceeds one hour.
- c) "Casual Employee" shall mean an employee engaged otherwise than as a full-time or part-time employee.
- d) "Classifications"
  - i) HOSPITALITY SERVICES ENTRANT shall mean an employee who is employed in the work of Hospitality Services Grade 1 of Hospitality Services Grade 2 and who has less than six months experience in the restaurant or catering industries or any other industry where work similar to that undertaken by the employee under this agreement is performed.

An employee may be employed in this classification for a period of up to six months.

The employer may require an employee to provide proof of any previous service at the time of engagement. Where it is established that the employee failed to disclose that proof when required to do so, such service shall not be taken into account for the purposes of this definition.

- ii) HOSPITALITY SERVICES GRADE 1 shall mean an employee who is primarily engaged in one or more of the following:-
- \* cleaning and tidying of kitchen, food preparation and customer service areas, including the cleaning of equipment, crockery and general utensils.
  - \* assembly and preparation of ingredients for cooking.
  - \* handling, storing and distributing goods, including pantry items and linen.
  - \* setting and/or wiping down tables, removing food plates, emptying ashtrays and picking up glasses.
  - \* providing general assistance to employees of a higher grade, not including cooking or direct service to customers.
- iii) HOSPITALITY SERVICES GRADE 2 shall mean an employee who is primarily engaged in one or more of the following:-
- \* heating pre-prepared meals and/or preparing simple food items, such as sandwiches, salads and toasted foodstuffs.
  - \* undertaking general waiting duties of both food and/or beverages, including cleaning of restaurant equipment, preparing tables and sideboards, taking customer orders, serving food and/or beverages and clearing tables, greeting and seating guests.
  - \* supplying, dispensing or mixing of liquor, including cleaning of bar areas and equipment, preparing the bar for service, taking orders and serving drinks.
  - \* receipt of monies.
  - \* serving from a snack bar, buffet or meal counter.
  - \* taking orders by telephone or while stationed at a fixed ordering point.
  - \* preparing and cooking a limited range of basic food items such as breakfasts, grills and snacks.
- iv) HOSPITALITY SERVICES GRADE 3 shall mean an employee who is primarily engaged in one or more of the following:-
- \* undertaking general cooking duties, including a la carte cookery, baking pastry cooking or butchery.
  - \* supervision and training of employees or of a group of employees of a lower grade.
- v) HOSPITALITY SERVICES GRADE 4 shall mean an employee who has completed an apprenticeship or who has passed the appropriate test and who is engaged in any of the following:-
- \* undertaking cooking, baking, pastry cooking or butchering duties whilst supervising lower grades and carrying a greater responsibility than those of a lower grade.
  - \* undertaking general and specialised waiting duties in a restaurant whilst supervising lower grades and carrying a greater responsibility than those of a lower grade.

The employer may require the employee to provide proof of any previous service or a trade certificate at the time of engagement. Where it is established that the employee failed to disclose that information when required to do so such service or qualification shall not be taken into account when assessing any later claim on the employer.

- vi) HOSPITALITY SERVICES GRADE 5 shall mean an employee who has completed an apprenticeship or has passed the appropriate trade test in cookery, butchery, baking or pastry cooking and has completed appropriate additional supervisory training and who is engaged in supervising other trade qualified cooks.
- e) "Full-time Employee" shall mean a weekly employee to work an average of forty (40) hours per week.
- f) "Part-time Employee" shall mean a weekly employee employed by the employer for more than six (6) ordinary hours in any week, but less than the number of hours worked by a full-time employee. No part-time employee working such hours that would attract casual loadings under the Restaurant Employees (State) Award shall be paid less than the casual rates prescribed by the Award for ordinary hours.
- g) "Uniform" shall mean any special wearing apparel the employer requires the employee to wear whilst on duty.
- h) "Weekly Employee" shall mean an employee employed by the week and paid by the week (full-time or part-time).

## 7. - HOURS

- a) The maximum ordinary hours of employment exclusive of meal breaks shall not exceed forty (40) per week averaged over a four week period.
- b) Daily Limitation of Hours -
  - i) Full time - the number of ordinary hours may not be less than four (4) hours on any day or more than twelve (12) hours on any day.
  - ii) Part time - the number of ordinary hours may not be less than two and one half (2.5) hours on any day and not more than twelve (12) hours on any day.
  - iii) Casual - the number of ordinary hours may not be less than two and one half (2.5) hours on any day and not more than twelve (12) hours on any day.
- c) The hours of work may be worked continuously or in broken shifts.

## 8. - WORKING ROSTER AND ROSTERED TIME OFF

- a) A roster showing weekly employees regular starting times and ceasing times for each day shall be posted in a place accessible to all employees and shall only be changed with the employee(s) consent or with:
  - i) not less than twenty four (24) hours notice.
  - ii) not less than twelve (12) hours notice where such change is rendered necessary by the absence of other employees from duty or shortage of staff, or other exceptional or emergency circumstances.

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*R.I.D.*

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- b) Where a postponement/cancellation is made prior to the day of a catering function, employees shall not be entitled to remuneration for that day
- (c) When a postponement takes place on the day of a catering function, prior to its starting time, half rates shall be paid

## 9. - WAGE RATES

- a) No employee who during the term of this agreement works for ordinary hours under this agreement shall be disadvantaged from the situation, if award provisions referred to by Section 122 of the Industrial Relations Act (NSW) 1991 apply.
- b)
  - i) The employer having regard to the skills, responsibilities and merit of an employee may agree with an individual employee by separate contract to pay a rate in excess of the rates prescribed in this clause.
  - ii) Employees will undergo a performance review every six (6) months. This review will assess the performance and progress of individual employees taking into consideration qualifications, training, experience, skills and length of service. The review will be used as the basis for consideration of determining separate contract pay rates in excess of the prescribed rates.
  - iii) Upon appointment evidence of qualifications, training, experience and skills will be considered when determining the classification of an employee.
- c) Full time employees - Any full time employee 21 years of age or over shall be paid not less than the hourly rates of pay set out opposite the classification which the employee is allocated by the employer.

Hospitality Services Level 5	11.00
Hospitality Services Level 4	10.50
Hospitality Services Level 3	10.00
Hospitality Services Level 2	9.50
Hospitality Services Level 1	8.50
Hospitality Services Entrant	8.00

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- d) Part time employees - any part time employee 21 years of age or over shall not be paid less than the hourly rates of pay set out opposite the classification which the employee is allocated by the employer.

Hospitality Services Level 5	11.00
Hospitality Services Level 4	10.50
Hospitality Services Level 3	10.00
Hospitality Services Level 2	9.50
Hospitality Services Level 1	8.60
Hospitality Services Entrant	8.55

- e) Casual employees - any casual employee 21 years of age or over shall not be paid less than the hourly rates of pay inclusive of annual leave entitlement set out opposite the classification which the employee is allocated by the employer.

Hospitality Services Level 5	12.20
Hospitality Services Level 4	11.58
Hospitality Services Level 3	11.50
Hospitality Services Level 2	10.90
Hospitality Services Level 1	10.80
Hospitality Services Entrant	10.75

- f) Junior Employees - The minimum hourly rate of pay for a junior shall be ascertained by applying the hourly rate of pay set out opposite the appropriate age of the employee.

Full-time and Part-time Employees

17 Years and under	5.89
18 Years	6.46
19 Years	7.41
20 Years	8.36

Casual Employees (inclusive of Annual Leave entitlements)

17 Years and under	6.60
18 Years	7.25
19 Years	8.30
20 Years	9.40

- g) Apprentices - the minimum hourly rate of pay for an apprentice shall be ascertained by applying the hourly rate of pay set out opposite the year of an apprentices service.

First Year	3.90
Second Year	4.60
Third Year	5.75
Fourth Year	6.80



h) Uniforms —

- i) Employees may be required to wear a shirt and apron displaying the employer's trade emblem while working. Every employee shall receive on commencing work one shirt and apron so marked. Employees shall be required to meet the expense of lost uniforms.
- ii) Notwithstanding paragraph (i) of this subclause, employees may be required to wear a special uniform while working. Except as provided in paragraph (i) of this subclause, employees shall meet the expense of all such uniforms.
- iii) All uniforms shall be laundered at the employees expense.

**10. - OVERTIME**

All hours worked in excess of ordinary hours shall be remunerated at the same rate per hour as those ordinary hours.

**11. - TIME ALLOWED OFF**

- a) Employees shall be allowed two full days off each week. Where an employee is required to work on such days they shall be paid in accordance with the rates prescribed in clause 9 of this agreement.
- b) In addition to the rates prescribed in clause 9 of this agreement, full-time employees required to work on their day off shall be entitled to receive a penalty payment of \$40.00 to act as compensation and to provide an incentive to work in such circumstances.

**12. - LEAVE**a) Annual Leave

Annual leave shall be in accordance with the Annual Holidays Act 1944. An employee shall be required to give no less than four (4) weeks notice of proceeding on annual leave. The employees agree that the wage rates prescribed in clause 9 of this agreement include compensation for annual leave loading.

b) Public Holidays

Any days appointed by proclamation as public holidays throughout the State shall be observed for the purposes of this agreement as a public holiday. The employees agree that the wage rates prescribed in clause 9 of this agreement include compensation for all such work on a public holiday.

c) Sick Leave

- i) Employees shall be entitled, subject to the following limitations, to five (5) days sick leave on full pay during the first year of service and eight (8) days each year thereafter. Unused sick leave shall accumulate from year to year up to a maximum of twenty (20) days.
- ii) The employee shall where reasonably practicable notify the employer prior to the commencement of the shift of an inability on account of such illness or injury to attend for duty.
- iii) The employee shall furnish a doctors certificate or proof as required by the employer of an inability on account of such illness or injury, to attend for duty on the day or days for which sick leave payments is claimed. The employee shall also complete a sick leave declaration in accordance with clause 14 of this agreement.
- iv) For the purposes of this clause, "day" shall mean one fifth of the ordinary hours worked in a week by an employee claiming payment under this clause.

d) Bereavement Leave

On the occasion of the death of a weekly employee's father, mother, husband, wife (including de facto husband or wife), brother, sister, son, daughter, stepchild or parent-in-law, and on the production of evidence satisfactory to the employer, the employee will receive a maximum of two (2) days leave on full pay. Special consideration will also be given to bereavement on the occasion of the death of a special friend.

e) Parental Leave

Parental leave shall be granted in accordance with the provisions of Chapter 2, Part 2, Division 3 of the Industrial Relations Act 1991.

f) Long Service Leave

Long Service Leave shall be in accordance with the Long Service Leave Act, 1955.

g) Workers Compensation and Rehabilitation

See Workers Compensation Act 1987.

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### 13. - MEALS

Employees required to work more than six (6) hours will be allowed an unpaid meal break of not less than thirty (30) minutes to be taken at a time agreed between the employer and the employee.

### 14. - ABSENTEEISM MINIMISATION PROGRAM

1. It is recognised by all parties to this agreement that daily attendance at work must be a basic part of the employment relationship at Harbourview Function Centre, Blue Water Pizza and Starfish Cafe. In this regard, the only absences from work should be for genuine sick leave and/or for other approved reasons.
2. The parties note that the introduction of additional flexible working hours arrangements as part of this agreement, will increase the opportunities for the employer to enter into arrangements with employees to accommodate any special circumstances requiring an authorised absence.
3. It is recognised that abuse of sick leave by any employee adds to the cost structure of the employer's operations and therefore is a contributing factor to overall capacity to provide employment.

The parties to this agreement therefore agree to the following:

- a) a formal Absenteeism Minimisation Program (AMP) containing a counselling procedure will be developed and introduced through consultation with the Employees Works Committee;
- b) the program is to include the formal monitoring by the employer of sick leave taking and where any employee is taking regular sick leave, the employer is to exercise its right of further inquiries including use of the Employee Counselling Procedures;
- c) in making any enquires and activating the counselling procedures, the employer will take a sympathetic approach to genuine cases;
- d) in the case of ungenune sick leave taking, the counselling procedure will include warnings which may lead to employment being placed at risk;
- e) the employer is prepared to approve paid compassionate leave on a case-by-case basis, with such leave being debited against sick leave, provided that an employee must not in any one year have less than five (5) days sick leave set aside solely for the purposes of sick leave;
- f) the introduction from the date of operation of this agreement of the following:
  - i) all sick leave absences of employees to require the completion of a declaration that the employee was genuinely sick;

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- ii) the employer will provide a new sick leave claim form to be filled out by the employee and to be signed by a Manager which will contain the required declaration;
- iii) a false declaration made by an employee may lead to termination of employment.

## 15. - PAYMENT OF WAGES

Employees shall be paid weekly by Electronic Funds Transfer. Changes to this form of payment may be made to accommodate unusual situations or circumstances whereby payment shall be made by cheque.

## 16. - MULTI-SKILLING AND TRAINING

- a) With the approval of the employer, employees may from time to time train in a higher or lower classification. This multiskilling shall be for the purpose of broadening the skills of the employee concerned, and provided the employee is not substantially performing the duties of a higher grade, they shall not receive extra remuneration during periods of multiskilling.
- b) Employer initiated training - Employees shall undertake training and retraining as required by the employer. The employer will pay all costs associated with training whether it is formal, internal, external or on the job. Time off without loss of pay will be provided. If external training extends beyond the ordinary hours of work the employee shall remunerated at the same rate per hour as those ordinary hours.
- c) Employee initiated training - After twelve (12) months continuous service employees planning to undertake further training should discuss this matter with the employer. The employer will consider reimbursing part or all of the costs associated with the training provided that the training has relevance to the employer's future or current needs.

The employer may approve any reasonable time off work without pay for attendance at such training including examinations and study leave.

## 17. - SUPERANNUATION

Contributions shall be in accordance with the Superannuation Guarantee (Administration) Act 1992.

## 18. - DISPUTES PROCEDURE

### 1. Procedures relating to grievances of individual employees

- a) The employee is required to notify in writing 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 employee must provide a response to the employee's 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.

2. Procedures relating to disputes etc between the employer and employees

- a) A question, dispute or difficulty 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 employees may be represented by an industrial organisation of employees for the purposes of each procedure.

In the event that the parties cannot resolve the grievance by negotiation, it shall, at the expense of the employer be referred to an arbitrator mutually agreeable to the parties. In the absence of an agreement as to the identity of the arbitrator, the matter shall be taken up through the due processes of the Industrial Relations Commission of New South Wales.

**19. - NO DURESS**

The following parties to this agreement declare that it has been fully discussed between them and that no party has entered into it under duress.

**20. - SIGNATURES**

Employer's Name  
 Jewells Tavern (Trading) Pty Ltd  
 as Trustee for the Wharf Unit Trust  
 trading as:  
 Harbourview Function Centre  
 Blue Water Pizza  
 Starfish Cafe



.....  
 Director  
 .....  
 Director  
 5/2/96  
 Date

Employees  
 For and on behalf of the Employees Works Committee  
 .....  
 Date 5/2/96

.....  
 Chairperson  
 .....  
 R. Charlton  
 Witness