

ENTERPRISE AGREEMENT

NO: E.A. 76 /1996

DATE REGISTERED: 8-3-96

PRICE: \$ 12-00

As at 21/2/96.

THE YAMBA ENTERPRISE AGREEMENT

1 Title

1.1 This agreement shall be known as The Yamba 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 Enterprise Covered
4.	Operation
5.	Scope Of Coverage
6.	Contract of Employment
7.	Casual Workers
8.	Minimum Rates of Wages for Ordinary Hours
9.	Ordinary Hours of Employment
10.	Overtime
11.	Public Holidays
12.	Meal Breaks and Refreshments
13.	Annual Leave
14.	Sick Leave
15.	Disputes and Grievances Procedure
16.	No Duress
17.	Signatures

3. Parties Bound Enterprise Covered


3.1 This Agreement is between Yamba Building Management Trust, A.C.N. 063 360 994 on the one part (the 'Employer') and the staff of the enterprise described in Clause 3.3 (the 'Employees').

3.2 The enterprise to which this agreement relates is known as the Blue Dolphin Restaurant, Yamba Rd, Yamba, N.S.W., 2464, restaurant.

3.3 This Agreement covers all employees otherwise covered in the trades and/or occupations of Waiter/Waitress, Kitchen Hand, Chef and Qualified Cook of the Restaurant Employees (State) Award.

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.

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5. Scope of Coverage

- 5.1 This Agreement regulates totally the terms and conditions of employment for all adult and/or junior employees as applicable described in Clause 3.3 instead of the Restaurant Employees (State) Award. To the extent of any inconsistency between the awards and the Agreement, the Agreement shall prevail.
- 5.2 Nothing in this Agreement limits the application to an employee bound of any conditions that apply under any Act irrespective of its conditions such as parental leave, annual leave, long service leave, jury service, superannuation, workers compensation.

6. Contract of Employment

- 6.1 Weekly employees shall have a continuing employment relationship and be employed by the week for a maximum of 38 hours on average per week.
- 6.2 Weekly part-time employees can be employed to work regular days and hours not less than 4 hours or more than 6 hours per day, not more than 5 days per week and not less than 20 hours per week and not in excess of 30 hours per week.
- 6.3 Weekly employees may be terminated during the first six (6) months of employment (on probation) by four (4) hours notice and thereafter (following confirmation) by one (1) weeks notice on either side.
- 6.4 Nothing in the Agreement shall affect the right of the Employer to dismiss an employee without notice for refusal of duty, neglect of duty or misconduct.

7. Casual Workers

- 7.1 Casual workers are engaged and paid by the hour with a minimum engagement of 2 1/2 hours. Such engagements shall be less than 38 hours in any week, can be terminated without notice by either party and shall not include a continuing employment relationship nor regular hours each week.
- 7.2 Any employee working such hours as would have entitled them to casual loading under the relevant award, shall be paid that loading.

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8. Minimum Rates of Wages for Ordinary Hours

8.1 The minimum rates of pay for each employee shall be fixed at the appropriate rate as follows:

<u>Description</u>	<u>Rate per Ordinary Hour</u>
Level 1 Employees engaged as chef and/or cook.	\$8.15 per hour
Level 2 Employees engaged as waiter/waitress and/or kitchen hand.	\$7.80 per hour

Employees, under 21 years of age, will receive the following age related hourly rate for work during ordinary hours:

Under 18	\$4.85 per hour
At 18	\$5.30 per hour
At 19	\$6.05 per hour
At 20	\$6.85 per hour

Part-time workers will receive the hourly rate specified plus 15%.
Casual workers engaged according to Clause 7, will receive the hourly rate specified plus 33 1/3%.

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 a rate in excess of the rates in Clause 8.1.

9. Ordinary Hours of Employment

9.1 Ordinary hours of work shall be by mutual agreement from time to time. They shall not exceed 38 hours per week averaged over a 52 week period, not be more than 10 hours per day, Monday to Friday.

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

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10. Overtime

- 10.1 Employees who work in addition to ordinary hours shall do so by agreement from time to time and shall be paid at the same rate as the 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

- 11.1 Employees can, by agreement, work ordinary hours on any days appointed as Public Holidays throughout the State.
- 11.2 Where an employee would have been entitled to payment for not working ordinary hours on a Public Holiday, had an award applied, payment will be according to Clauses 8 and 9 of this Agreement.

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, in such manner as to not interfere with the continuous running of the establishment.

13. Annual Leave

- 13.1 Annual Leave will be according to provisions of the Annual Holidays Act 1944.

14. Sick Leave

- 14.1 A weekly 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 (1) week of absence paid at the appropriate ordinary hourly rate for the first and each subsequent year of employment. Such days if not taken shall not accumulate from year to year under this agreement.
- 14.2 Provided that the employee complies with the following conditions:
- 14.2.1 The employee shall, where practicable, advise the employer of his/her inability to attend for work on the morning of the absence and as far as possible the nature of the illness and the estimated period of absence; and
- 14.2.2 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.
- 14.2.3 The foregoing provisions are not intended to limit the Employer dealing with particular cases on a more generous basis.

15. Disputes and Grievances Procedure

- 15.1 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:
- 15.1.1 initially the staff member shall discuss any grievance, dispute or claim with the immediate supervisor
- 15.1.2 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.
- 15.1.3 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.
- 15.1.4 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.
- 15.1.5 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 out come.
- 15.2 If not settled the parties may request the matter to be taken up through the due processes with the Industrial Relations Commission.

