

# ENTERPRISE AGREEMENT

NO: E.A. 79 /1996

DATE REGISTERED: 12-3-96

PRICE: \$ 14-00

# THE CHEESECAKE SHOP ENTERPRISE AGREEMENT

## 1 Title

- 1.1 This agreement shall be known as The Cheesecake Shop 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.	Incidence
6.	Contract of Employment
7.	Minimum Rates of Wages for Ordinary Hours
8.	Ordinary Hours of Employment
9.	Overtime
10.	Public Holidays
11.	Meal Breaks and Refreshments
12.	Annual Leave
13.	Sick Leave
14.	Disputes and Grievances Procedure
15.	No Duress
16.	Signatures

## 3. Parties Bound and Enterprise Covered

- 3.1 This Agreement is between The Cheesecake Shop Pty Ltd, A.C.N. 059 134 431, 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 Cheesecake Shop, which manufactures and retails cakes and pastries at the following sites:

25 Pike St, Rydalmere, N.S.W. 2116

666 New South Head Rd, Rose Bay, N.S.W. 2029

1 Normurra Ave, Turramurra, N.S.W. 2074

48A Albion St, Randwick, N.S.W. 2031

*[Handwritten signatures and initials]*

MB  
SPD  
E.C.  
TG  
Eck

- 3.3 This Agreement covers all employees otherwise covered in the trades and/or occupations of Supervisor, Pastrycooks (ornamenting), Pastrycooks (Groups 1, 2 & 3) and Pastrycooks Assistants (Group 2, 3 & 4) of the Pastrycooks (State) Award, Clerks Grades 2, 3 and 4 of the Clerks (State) Award, Shop Assistants and Shop Assistants in charge of 0-4 of the Shop Employees (State) Award and managers and executive assistants otherwise award free.

#### 4. Operation

- 4.1 This Agreement shall operate from the date of registration of The Cheesecake Shop Enterprise Agreement (which is noted as \_\_\_\_\_ day of \_\_\_\_\_ 199\_\_\_\_ and shall remain in force from 3 years from the said date of registration.

#### 5. Incidence

- 5.1 The Agreement regulates totally the terms and conditions of employment for employees described in Clause 3.3 instead of the Clerks (State) Award, the Shop Employees (State) Award and the Pastrycooks (State) Award and managers and executive assistants (otherwise award free). To the extent of any inconsistency between The Cheesecake Shop Enterprise Agreement and the awards, 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 engaged by the week for a maximum of 38 hours on average per week.
- 6.2 Weekly employees may be terminated during the first 6 months of employment (on probation) by 4 hours notice and thereafter (following confirmation) by 1 weeks notice on either side.
- 6.3 Casual workers are engaged and paid by the hour. There shall be a minimum engagement of 4 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.
- 6.4 Any employee working such hours as would have entitled them to casual loading under the relevant award, shall be paid that loading.
- 6.5 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.

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7. Minimum Rates of Wages for Ordinary Hours

7.1 The minimum rates of pay for each employee shall be fixed at the following rates:

**Level 4 Senior \$11.75 per hour**

Shall mean - Employees able to perform Level 1, 2 &/or 3 at a high level of proficiency as well as Supervisor, Pastrycook (Group 1), Pastrycook (ornamenting) and those managers and executive assistants otherwise award free.

**Level 3 Multi-skilled \$10.85 per hour**

Shall mean - Employees able to perform Level 1 & 2 tasks at a high level of proficiency as well as Clerk Grade 2 and those with responsibility to supervise staff (0-4 assistants) in the store and kitchen operations.

**Level 2 Fully Competent \$10.60 per hour**

Shall mean - Pastrycook Group 2 and shop assistants, clerks, grades 3 & 4

**Level 1 Starting Rate \$9.80 per hour**

Shall mean - Pastrycook Group 3 & Assistant Group 2, 3 and 4.

Minimum rates of pay for employees principally engaged as pastrycook assistants, under 21 years of age, for work during ordinary hours shall be fixed to the age related weekly rate as follows:

Under 18 years of age \$6.35 per hour  
At 18 years of age \$8.00 per hour

Minimum rates of pay for employees principally engaged as shop assistants and/or clerks, under 21 years of age, for work during ordinary hours shall be fixed to the age related weekly 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 \$6.32 per hour  
At 18 years of age \$8.00 per hour  
At 19 years of age \$8.42 per hour  
At 20 years of age \$9.47 per hour

7.2 Casual workers, according to Clause 6.3, principally engaged as shop assistants shall receive the hourly rate specified plus 15% and those principally engaged as clerks shall receive the hourly rate specified plus 20%.

7.3 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 7.1 and 7.2.

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**8. Ordinary Hours of Employment**

- 8.1 Ordinary hours of employment shall be by agreement from time to time. They shall not exceed 38 hours per week, nor more than 9 hours per day, Monday to Sunday, averaged over a 52 week period.
- 8.2 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.

**9. Overtime**

- 9.1 Employees who work in addition to ordinary hours shall do so by agreement from time to time and with prior approval. Overtime so worked can be claimed at the same rate as the rate which would ordinarily apply for ordinary hours in this Agreement or as time off in lieu.
- 9.2 An overtime meal allowance can be paid at the discretion of the employer.

**10. Public Holidays**

- 10.1 Employees can, by agreement, work ordinary hours on any of the following days New Year's Day, Australia Day, Good Friday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day and Boxing Day or any other gazetted Public Holidays.
- 10.2 Weekly employees are entitled to payment for not working on a Public Holiday according to Clauses 7 and 8 of this Agreement where their normal rostered hours fall on such Public Holidays.

**11. Meal Breaks and Refreshments**

- 11.1 Non-paid meal breaks shall be as arranged between the Employer and the Employee.

**12. Annual Leave**

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

**13. Sick Leave**

- 13.1 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.

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 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. Disputes and Grievances Procedure**

14.1 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:

- 14.1.1 initially the staff member shall discuss any grievance, dispute or claim with the senior employee.
- 14.1.2 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.
- 14.1.3 where there is no satisfactory resolution through informal discussions among nominated employees the aggrieved employee may seek to discuss the matter with the employer.
- 14.1.4 should the matter involve interpretation of this Agreement the employee and the employer may agree on the involvement of an impartial third party from outside the organisation who can assist them reach a mutually acceptable out come, (where this involves junior employees parents can also be involved in consultation).

14.2 If not settled the parties may request the matter to be taken up through the due processes with the Industrial Relations Commission.

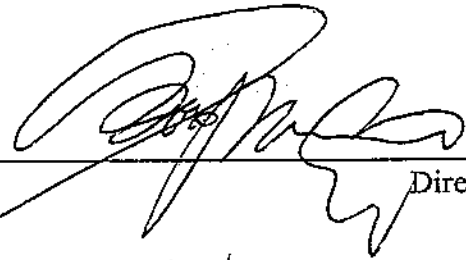
#### **15. No Duress.**

15.1 The Cheesecake Shop Enterprise Agreement was not entered into under duress by any of the following persons who are expressed to be party to it.

16. Signatures

- 16.1 The common seal of The Cheesecake Shop Pty Ltd, A.C.N. 059 134 431, was hereunto affixed by authority of the Directors thereof and in accordance with the Company's Articles of Association in the presence of:

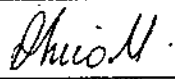
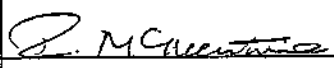



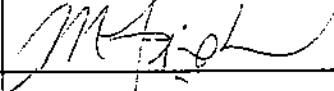
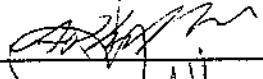

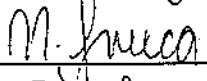
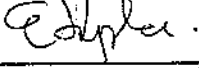
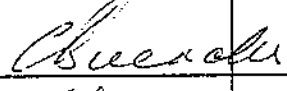
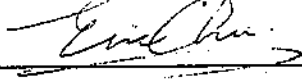
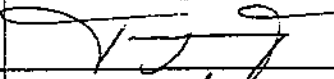
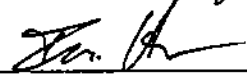


  
 \_\_\_\_\_  
 Director

9/8/95

\_\_\_\_\_  
 Date

- 16.2 The signatures of the employees are as follows:

Name	Signature	Occupation
David Nicoll		Clerk 3
Ian McMurtrie		Clerk 2
Ann Dally		Exec. Assist (AO/FR)
CARRIE FITZGERALD		Clerk 4
MEEGAN JONES		Advert. Mgr
Matthew Furel		Implement. Mgr
ADAM PHIPPS		Clerk 3
EYHA NOU		Clerk 3
Margaret Amica		Exec. Assist.
Elwina Kasporaka		Exec. Assist.
Cheryl Boeckne		Clerk 2
ERIC CHU		Clerk 2
<del>XXXXXXXXXX</del> TIM GIANG		Clerk 3
Ian Hamer		P/cook Assist 2

