



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Independent Purchasing Company (Australasia) Ltd
(AG2012/4220)

IPCA (WA) ENTERPRISE AGREEMENT 2012

Fast food industry

SENIOR DEPUTY PRESIDENT KAUFMAN

MELBOURNE, 23 APRIL 2012

Application for approval of the IPCA (WA) Enterprise Agreement 2012.

[1] An application has been made for approval of a single-enterprise agreement known as the *IPCA (WA) Enterprise Agreement 2012* (the Agreement) under section 185 of the *Fair Work Act 2009* (the Act).

[2] The application was made by Independent Purchasing Company (Australasia) Ltd and employers named in the single interest employer authorisation I issued on 3 February 2012 (PR519856).

[3] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as is relevant to this application for approval has been met.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 30 April 2012. The nominal expiry date of the Agreement is 23 April 2016.



SENIOR DEPUTY PRESIDENT

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**IPCA (WA) ENTERPRISE
AGREEMENT 2012**

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PART A - INTRODUCTION AND APPLICATION
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1. TITLE

This Agreement shall be known as the IPCA (WA) Enterprise Agreement 2012.

2. PARTIES

The parties to this Agreement are:

- 2.1. The employers referred to in **Schedule 1** of the Agreement (referred to individually or collectively as appropriate throughout this Agreement as "the Employer"); and
- 2.2. All employees employed by the Employer in the Job Classifications set out in this Agreement ("**the Employees**").

3. DEFINITIONS

- 3.1. "**Agreement**" means this IPCA (WA) Enterprise Agreement 2012.
- 3.2. "**Capacity**" means full time, part time or casual.
- 3.3. "**Casual Employee**" means an Employee employed to work on an hourly basis, when available and as required by the Employer.
- 3.4. "**Commencement Date**" means the seventh day following the date this Agreement is approved by Fair Work Australia.
- 3.5. "**Immediate Family**" means:
 - (a) An Employee's spouse (including former spouse, de-facto spouse or former de-facto spouse or same sex partner), child (including stepchild, adopted child, ex-nuptial child or adult child), parent, grandparent, grandchild or sibling;
 - (b) A child, parent, grandparent, grandchild or sibling of an Employee's spouse.
- 3.6. "**Job Classification**" means the Job Classification in which an Employee is employed by the Employer as set out in **Clause 10.1**.
- 3.7. "**Letter of Engagement**" means a letter provided to an Employee which sets out:
 - (a) Whether an Employee is full time, part time or casual;
 - (b) The Employee's Job Classification;
 - (c) The Employee's Rostered Hours of Work (where known);
 - (d) The Minimum Wage Rate Schedule applicable to the Employee;

(e) The Employee's Wage Rate where this is higher than the minimum Wage Rate outlined in the applicable Minimum Wage Rate Schedule;

(f) The Employee's entitlement to allowances (if any); and

any other terms and conditions of employment not provided for in this Agreement.

3.8. **"Minimum Wage Rate Schedule"** means a Wage Rate Schedule outlined in this Agreement setting out the minimum Wage Rates applicable to an Employee in accordance with **Clause 23**.

3.9. **"Non-salaried Employee"** means an Employee who receives an hourly rate of pay for each hour worked and who receives payment for overtime worked in accordance with **Clause 18**.

3.10. **"Off-the-job training"** means structured training delivered by a registered training organisation separate from normal work duties or general supervised practice undertaken on the job.

3.11. **"Permanent Employee"** means a full time or part time Employee.

3.12. **"Rostered Hours of Work"** means the hours required to be worked by an Employee.

3.13. **"Salaried Employee"** means an Employee who receives a weekly salary in satisfaction of all hours worked and who does not receive additional payment for overtime worked in accordance with **Clause 20**.

3.14. **"Schedule"** means a Schedule to this Agreement.

3.15. **"Shift"** means the continuous period of time from when an Employee starts work to when the Employee finishes work for any rostered shift (excluding unpaid meal breaks).

3.16. **"Wage Rate"** means:

(a) In the case of full time Salaried Employees, the relevant salary set out in the nominated Minimum Wage Rates Schedule (expressed either as an annual amount or as a notional hourly amount); or

(b) In the case of Non-salaried Employees, one of the following rates of pay set out in the nominated Minimum Wage Rates Schedule:

(i) Ordinary Wage Rate;

(ii) Casual Wage Rate; or

(iii) Loaded Wage Rate.

(c) **"Ordinary Wage Rate"** means the minimum hourly Wage Rate payable to full time and part time employees for all Rostered Hours of Work.

- (d) "**Casual Wage Rate**" means the minimum hourly Wage Rate paid to Casual Employees for all Rostered Hours of Work, including a casual loading.
- (e) "**Loaded Wage Rate**" means the Ordinary Wage Rate, plus a component for pre-payment of annual leave and personal leave entitlements.
- (f) For the avoidance of doubt, "**Wage Rate**" excludes Overtime (**Clause 18**).

4. APPLICATION

This Agreement:

- 4.1. Will operate from the Commencement Date and shall remain in operation for a period of 4 years from the date the Agreement is approved by Fair Work Australia (the "**Nominal Expiry Date**");
- 4.2. Shall be binding on the Employer and all Employees as defined in **Clause 2**;
- 4.3. Constitutes the entire agreement between each Employee and their Employer and overrides all letters of offer and employment contracts, whether written or oral, in existence prior to the Commencement Date, save for any agreement or deed relating to confidential information, intellectual property or post employment obligations;
- 4.4. Is not to be read in conjunction with any award; and
- 4.5. Provides minimum entitlements only and shall not restrict an Employer and its Employees from agreeing to a higher Wage Rate or any other additional benefits.

5. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 5.1. An Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement ("**IFA**") to vary the effect of terms of this Agreement if:
 - (a) The IFA deals with 1 or more of the following matters:
 - (i) **Clause 15** (Hours of Work and Rosters);
 - (ii) **Clause 17** (Meal and Rest Breaks);
 - (iii) **Clause 18** (Overtime); and
 - (iv) **Clause 40.3** (Payment for public holidays worked).
 - (b) The IFA meets the genuine needs of the Employer and the Employee in relation to 1 or more of the matters mentioned in **Clause 5.1(a)**;
 - (c) The IFA is genuinely agreed to by the Employer and the Employee; and
 - (d) Includes details of:

- (i) The terms of this Agreement that will be varied by the individual flexibility arrangement; and
- (ii) How the individual flexibility arrangement will vary the effect of the terms; and
- (iii) How the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the individual flexibility arrangement; and
- (iv) States the day on which the individual flexibility arrangement commences.

5.2. The Employer must ensure that the terms of the IFA:

- (a) Are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) Are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) Result in the Employee being better off overall than the Employee would be if no IFA was made.

5.3. The Employer must ensure that the IFA:

- (a) Is in writing; and
- (b) Includes the name of the Employer and the Employee; and
- (c) Is signed by the Employer and the Employee and, if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and

5.4. The Employer must give the Employee a copy of the IFA within 14 days after it is agreed to.

5.5. The Employer or the Employee may terminate the IFA:

- (a) By giving no more than 28 days written notice to the other party to the IFA; or
- (b) If the Employer and the Employee agree in writing — at any time.

6. DISPUTE SETTLEMENT PROCEDURE

Where a dispute arises out of the terms of this Agreement or in relation to the National Employment Standards, the following procedure should be followed:

- 6.1. The matter shall, where possible, first be discussed by the Employee with their immediate manager. The immediate manager will respond to the Employee's dispute as soon as possible.
- 6.2. If the issue is not resolved in accordance with **Clause 6.1**, the matter must be discussed by the Employee with the Employer's management.

- 6.3. If the matter cannot be resolved in discussion between the parties as part of the steps set out in **Clause 6.1** and **6.2**, the matter may be referred to an agreed private independent mediator for mediation. The agreed private independent mediator shall have only those powers to mediate or such further powers as expressly agreed by the parties to the dispute.
- 6.4. If reasonable attempts to agree as to an agreed private mediator have been made and no agreement can be reached, either party may refer the matter to Fair Work Australia who will provide information on alternative dispute resolution services. If no agreement can be reached, the dispute may be referred to Fair Work Australia for mediation or where parties agree, arbitration.
- 6.5. During any discussions or action taken under this Clause, all work shall continue in accordance with the practices existing prior to the matter in dispute arising, or other agreed arrangements. No party shall be prejudiced as to the final settlement by the continuance of the work in accordance with this Clause.
- 6.6. The Employee is entitled to have a representative of their choosing present at any meeting held as part of the above dispute settlement procedure.

PART B – EMPLOYMENT CONDITIONS

7. CONTRACT OF EMPLOYMENT

7.1. Full time Employees**(a) Full time Non-salaried Employees:**

- (i) Are required to work an average of 38 hours per week, averaged over a 4 week period, plus reasonable additional hours as relevant to the position of the Employee;**
- (ii) Will be paid the relevant Wage Rate for each hour worked up to 38 hours per week; and**
- (iii) Will receive Overtime in accordance with **Clause 18**.**

(b) Full time Salaried Employees:

- (i) Are required to work an average of 38 hours per week, averaged over a 4 week period, plus reasonable additional hours as relevant to the position of the Employee; and**
- (ii) Shall be paid a salary in full satisfaction of all hours worked and shall not be entitled to payment for Overtime under **Clause 18**.**

7.2. Part time Employees:

- (a) Are required to work up to 38 hours per week, averaged over a 4 week period, plus reasonable additional hours as relevant to the position of the Employee;**
- (b) Will be paid the relevant Wage Rate for each hour worked up to 38 hours per week; and**
- (c) Will receive Overtime in accordance with **Clause 18**.**

7.3. Casual Employees

- (a) Casual Employees shall be paid a Casual Wage Rate for all hours worked.**
- (b) The following Clauses do not apply to Casual Employees:**
 - (i) **Clause 8** (Probation period);**
 - (ii) **Clause 30** (Annual leave);**
 - (iii) **Clause 31** (Personal leave);**
 - (iv) **Clause 40.4** (Payment for public holidays not worked);**

- (v) **Clause 44.2** (Notice of termination - permanent employment); and
- (vi) Such other Clauses of this Agreement which are clearly expressed to apply only to Permanent Employees.

7.4. Any change to an Employee's Capacity must be in writing.

8. PROBATION PERIOD

- 8.1. Permanent Employees employed after the Commencement Date, shall be employed subject to a 3 month probation period of employment which shall be confirmed to the Employee in their Letter of Engagement.
- 8.2. During the probation period, the Employee or their Employer may terminate the Employee's employment with the giving of 1 week's notice.
- 8.3. Nothing in this Clause shall affect the operation of the minimum qualifying period of employment prescribed in the *Fair Work Act 2009* with respect to protection from unfair dismissal.

9. FAIR WORK INFORMATION STATEMENT

An Employer must give to each new Employee the Fair Work Information Statement before, or as soon as practicable after, the Employee starts employment.

10. JOB CLASSIFICATIONS

- 10.1. The Employers employ Employees to work in the following Job Classifications:
 - (a) Sandwich Artist™;
 - (b) Senior Sandwich Artist™; and
 - (c) Restaurant Supervisor/Manager.
- 10.2. The indicative duties for each Job Classification are set out in **Schedule 2**.
- 10.3. Any change to an Employee's Job Classification shall be made in consultation with the Employee and will be confirmed in writing.

11. FLEXIBILITY OF DUTIES

- 11.1. Employees are expected to willingly accept flexibility of jobs and duties throughout their employment and to take all reasonable steps to achieve quality, accuracy, efficiency and completion of any reasonable job or task assigned by their Employer.
- 11.2. A reasonable change in duties to accommodate an Employer's business needs will not attract any extra payment and will not be deemed to constitute termination of employment, except where such a change results in the Employee performing the duties of a higher Job Classification on an ongoing basis.

11.3. **Mixed Functions**

An Employee engaged for more than two hours during one day or Shift on duties carrying a higher Wage Rate than their ordinary Job Classification must be paid the higher Wage Rate for such day or Shift. If an Employee performs the additional duties for two hours or less during one day or Shift, the Employee must be paid the higher Wage Rate only for the time so worked.

12. **COMPANY POLICIES**

- 12.1. Employees are required to be aware of all policies and procedures which are made readily available by their Employer and advise if any part is not understood.
- 12.2. An Employer may amend its policies from time to time and will advise Employees of any amendments made.
- 12.3. For the avoidance of doubt, the policies and procedures of the Employers are not incorporated into this Agreement

13. **LOCATION AND TRANSFER OF EMPLOYMENT**

- 13.1. The Employers employ Employees at their business premises or such other locations as directed by the Employer from time to time.
- 13.2. An Employer may relocate their Employees from one location to another, on a permanent or temporary basis but will first consult with the Employee to ensure that such relocation takes into account the Employee's personal circumstances.

14. **CONSULTATION**

- 14.1. This term applies if:
 - (a) An Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (b) The change is likely to have a significant effect on Employees of the enterprise.
- 14.2. In this term, "**relevant Employees**" means the Employees who may be affected by the major change.
- 14.3. The Employer must notify and consult with the relevant Employees of the decision to introduce the major change.
- 14.4. The relevant Employees may appoint a representative for the purposes of the procedures in this term.

PART C – HOURS OF WORK AND BREAKS
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15. HOURS OF WORK AND ROSTERS

- 15.1. Employees may be required to work their Rostered Hours of Work on any day of the week within the operating hours of the restaurant at which the Employee is located.
- 15.2. Employees will be notified of start and finish times of each Shift in accordance with the following:
- (a) An Employee may be rostered to work up to a maximum of 11 hours on any day;
 - (b) No Employee will be rostered to work for more than 7 consecutive days.
- 15.3. Subject to **Clause 15.4**, the Employer must roster Employees for a minimum of 3 consecutive hours on any Shift.
- 15.4. By agreement between an Employer and their Employee, the Employee may work less than 3 consecutive hours per Shift, but no less than 1 hour per Shift.
- 15.5. In the case of Trainees, hours worked by the Employee shall be deemed to include hours attending Off-the-job training.
- 15.6. For the avoidance of doubt, the hours that an Employee works in a week are taken to include any hours of leave, whether paid or unpaid, that the Employee takes in the week and are authorised by their Employer or under this Agreement.

16. SHIFT SWAPS

In the event that an Employee is unable to work the Shift rostered to them, they may only swap their Shift with another Employee upon the following conditions:

- 16.1. The Shift may only be swapped with the authorisation of the Employer;
- 16.2. The Shift may only be swapped with an Employee engaged of the same Capacity, Job Classification and experience level; and
- 16.3. The details of the Shift swapped must be notified to the Employer prior to the commencement of the Shift.

17. MEAL AND REST BREAKS

- 17.1. Employees shall be entitled to meal and rest breaks as applicable to the length of their Shift:

Length of Shift	Break
Over 4 hours and up to 5 hours	1 x 10 minute paid rest break

Length of Shift	Break
Over 5 hours but less than 7.5 hours	1 x 10 minute paid rest break and 1 x 30 minute unpaid meal break
7.5 hours and over	2 x 10 minute paid rest breaks and 1 x 30 minute unpaid meal break

17.2. An Employee who works a Shift of between 5 and 6 hours' duration, may, in lieu of the unpaid meal break set out in **Clause 17.1**, instead take a paid rest break of 15 minutes' duration provided:-

- (a) The Shift is no longer than 6 hours; and
- (b) It is at the request of the Employee.

17.3. Time that is taken as an unpaid meal break shall not be counted as time worked within the meaning of Rostered Hours of Work.

17.4. Meal and rest breaks are, in all cases, to be taken at times which are convenient to the Employer's business and the service of customers.

18. OVERTIME

18.1. This Clause only applies to Non-salaried Employees.

18.2. Overtime is hours worked by an Employee:

- (a) In excess of 38 hours per week; or
- (b) Outside the rostering provisions prescribed under **Clause 15**;

provided the Employee has been authorised to work such hours by the Employer ("**Overtime**").

18.3. Overtime shall, at the option of the Employer, be paid in accordance with either column (a) or column (b), but not both, as outlined below:

	(a)	(b)
For the first 2 hours per week hours of Overtime in a Shift	150% of the Ordinary Wage Rate outlined in the applicable Minimum Wage Rate Schedule	1.5 hours paid time off in lieu for each hour of Overtime worked
For Overtime in excess of 2 hours per week hours in a Shift, or Overtime on a Sunday	200% of the Ordinary Wage Rate outlined in the applicable Minimum Wage Rate Schedule	2 hours paid time off in lieu for each hour of Overtime worked

19. PAID TIME OFF IN LIEU

- 19.1. Paid time off in lieu should be taken within 4 weeks of the Overtime hours being worked where the operational requirements of the business allow.
- 19.2. Unless the Employee and their Employer have made arrangements for accrued time off to be taken by the Employee, accrued time off in lieu not taken within 4 weeks from the date it has accrued will be paid to the Employee at the applicable Wage Rate.

20. REASONABLE ADDITIONAL HOURS - SALARIED EMPLOYEES

- 20.1. The salary for full time Salaried Employees includes a component for all reasonable additional hours in excess of 38 hours per week and is in full satisfaction of all hours worked.
- 20.2. Salaried Employees are not entitled to additional payment for Overtime or paid time off in lieu.
- 20.3. In determining whether additional hours are reasonable, the following factors shall be taken into account:
- (a) Any risk to health and safety;
 - (b) The Employee's family responsibilities;
 - (c) The operational requirements of the business and the expectations of the role held by the Employee;
 - (d) The notice given by the Employer to the Employee to work additional hours;
 - (e) The notice given by an Employee of any intention to refuse to work additional hours; and
 - (f) The Employee's hours of work over the preceding 4 Weeks.

21. TEAM MEETINGS AND TRAINING

- 21.1. Employers shall endeavour to schedule team meetings and training to take place during Employee Rostered Hours of Work.
- 21.2. **Optional team meetings and training**
- (a) Employers may, from time to time, request Employees to attend team meetings outside Rostered Hours of Work.
 - (b) Subject to **Clause 21.3**, Employees shall not be entitled to any additional payment for time spent in attendance at team meetings, training or other employee gatherings.

21.3. Mandatory team meetings and training

- (a) Employers may require an Employee to attend a team meeting or training outside the Employee's Rostered Hours of Work where this is reasonable, having regard to the Employee's family, schooling or other responsibilities.
- (b) In the event that an Employer requires an Employee to attend a team meeting or training outside their Rostered Hours of Work, the Employee shall be paid the Wage Rate for the period for which the Employee was required to be present.

21.4. For the avoidance of doubt:

- (a) Part time trainees undertaking accredited workplace training shall not be paid for time spent at off-the-job training;
- (b) Full time trainees and apprentices undertaking accredited workplace training shall be paid for time spent at off-the-job training.

22. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

22.1. This Clause shall only apply to:

- (a) Permanent Employees; or
- (b) Long term Casual Employees who have a reasonable expectation of continuing employment with their Employer on a regular and systematic basis;

with at least 12 months continuous service with their Employer.

22.2. Subject to Clause 22.3, an Employee who is a parent, or has responsibility for the care, of a child may request their Employer for a change in working arrangements to assist the Employee to care for the child if the child:

- (a) Is under school age; or
- (b) Is under 18 and has a disability.

22.3. A request for flexible working arrangements pursuant to Clause 22.2 must:

- (a) Be in writing; and
- (b) Set out the details of the change sought and the reasons for the change.

22.4. Employers must give the Employee a written response within 21 days stating whether the Employee's request has been granted. Employers may only refuse the request on reasonable business grounds. If the Employer refuses the request, the Employer must provide the Employee with details of the reasons for the refusal.

PART D – WAGES, SUPERANNUATION AND BENEFITS
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23. MINIMUM WAGE RATE SCHEDULES

- 23.1. Employers shall designate the Minimum Wage Rate Schedule applicable to an Employee in the Employee's Letter of Engagement.
- 23.2. The nominated Minimum Wage Rate Schedule applicable to an Employee may only be changed with the agreement of the Employee and shall be confirmed in writing.
- 23.3. Only one Minimum Wage Rate Schedule may apply to an Employee at any particular point in time. The Employer and an Employee may not agree to the payment of Wage Rates contained within different Minimum Wage Rate Schedules.

24. PAYMENT OF WAGES

- 24.1. Non-salaried Employees shall be paid their wages at least fortnightly in arrears.
- 24.2. Salaried Employees shall be paid their salary at least monthly in arrears.
- 24.3. It is the obligation of each Employee to provide correct bank details to their Employer and advise the Employer promptly if there are any changes to those details.
- 24.4. Pay-slips giving details of earnings and deductions will be issued after each payment of wages.

25. JUNIOR WAGE RATES

Junior Employees may be paid a junior rate by applying the following percentages to the wage rates set out in the applicable Minimum Wage Rate Schedule:

Age	Junior Percentage (from 1 July 2011)	Junior Percentage (from 1 July 2012)	Junior Percentage (from 1 July 2013)	Junior Percentage (from 1 July 2014)
Under 16 years	46%	44%	42%	40%
16 years	56%	54%	52%	50%
17 years	66%	64%	62%	60%
18 years	76%	74%	72%	70%
19 years	86%	84%	82%	80%
20 years	96%	94%	92%	90%
21 years and over	100%	100%	100%	100%

26. GUARANTEE OF EARNINGS

- 26.1. The Employers guarantee that:
- (a) they will, at all times, pay Employees no less than the nominated Minimum Wage Rate Schedule in this Agreement, as adjusted by any minimum wage decision of Fair Work Australia, to ensure that the Wage Rates specified therein meet or exceed the minimum hourly rate of pay prescribed under the *Fast Food Industry Award 2010* or its successor; and
 - (b) the Wage Rates shall be adjusted on 31 July each year during the transitional period of the modern award until the nominal expiry date of the Agreement to ensure that all Employees receive no less take home pay than what they would have received had the *Fast Food Industry Award 2010* applied to them with reference to Schedule A - Transitional Provisions of the *Fast Food Industry Award 2010*, averaged over a 26 week period (or where the Employee is not employed for 26 weeks, such shorter period). This clause in no way allows for an Employee to receive an overall reduction in take home pay.

27. SUPERANNUATION

- 27.1. The Wage Rates outlined in this Agreement are exclusive of superannuation.
- 27.2. Subject to **Clause 27.3**, superannuation for Employees employed under this Agreement shall be governed by the provisions of the *Superannuation Guarantee (Administration) Act 1992* (as amended from time to time), currently 9% of ordinary time earnings.
- 27.3. The Employer will pay superannuation contributions into a complying superannuation fund nominated by the Employee. In the event that any Employee fails to nominate a complying superannuation fund within 60 days of commencement of employment, the Employer shall pay superannuation contributions into its nominated default superannuation fund.

28. EXPENSES

- 28.1. Employees shall be reimbursed for all reasonable travel, accommodation and like expenses incurred in the carrying out of the Employee's duties, provided the Employer has previously authorised such expenses and:
- (c) For reimbursement for reasonable travel expenses—the Employee has provided the Employer with a written record indicating the number of kilometres travelled and the reason for the travel; and
 - (d) For reimbursement of all other expenses—a tax invoice relating to the expense has been provided.
- 28.2. Reimbursement for reasonable travel expenses does not include travel which is undertaken as part of the daily tasks required to complete an Employee's duties.

PART E – LEAVE ENTITLEMENTS

29. GENERAL LEAVE PROVISIONS

- 29.1. All paid leave provided for in this Agreement shall be paid at the Wage Rate.
- 29.2. The rules set out in the *Fair Work Act 2009* in relation to the taking of leave will apply in conjunction with this Agreement.
- 29.3. Part time Employee shall accrue leave entitlements on a pro-rata basis.
- 29.4. Casual Employees shall not be entitled to leave unless specified otherwise under this Agreement or under the *Fair Work Act 2009*.

30. ANNUAL LEAVE

- 30.1. Permanent Employees shall accrue 4 weeks' paid annual leave for each year of employment, to be taken at times agreed between the Employee and the Employer.
- 30.2. Shiftworkers shall accrue 5 weeks' paid annual leave for each year of employment, to be taken at times agreed between the Shiftworker and the Employer.
- 30.3. For the purposes of **Clause 30.2**, a "Shiftworker" means an Employee who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.
- 30.4. Annual leave accrues on a pro-rata basis throughout the year, is cumulative and is paid out upon termination of employment.
- 30.5. If possible, a request for the taking of annual leave should be made at least 4 weeks in advance. The Employer may reasonably refuse a request for annual leave where the operational requirements of the business necessitate such a refusal.
- 30.6. Employees are encouraged to take annual leave within 12 months of accruing that annual leave.
- 30.7. **Cashing in of Annual Leave**
 - (a) An Employee may elect, and their Employer may agree, to cash in a particular amount of the Employee's accrued annual leave.
 - (b) Any agreement to cash in an amount of an Employee's annual leave must be in writing.
 - (c) The Employer and the Employee must not agree to the Employee cashing in an amount of accrued annual leave if the agreement would result in the Employee's remaining leave balance being less than 4 weeks.

- (d) Any agreement to cash in an amount of an Employee's annual leave must be in accordance with the *Fair Work Act 2009*.

30.8. Requirement to Take Annual Leave

An Employer may require an Employee to take a period of annual leave in particular circumstances, but only where such a request is reasonable, including, but not limited to, where the Employee has excessive accrued annual leave.

31. PERSONAL LEAVE

- 31.1. Permanent Employees shall accrue 10 days' paid personal leave for each year of employment.
- 31.2. Paid personal leave accrues on a pro-rata basis, is cumulative and is not paid out upon termination of employment.
- 31.3. Personal leave may be used as follows:
- (a) As "**sick leave**" - in the event of personal illness or injury; or
 - (b) As "**carer's leave**" - to provide care or support to a member of the Employee's Immediate Family or household, who requires care and support because of:
 - (i) A personal illness or injury of a member; or
 - (ii) An unexpected emergency affecting the member.
- 31.4. In order to qualify for the payment of personal leave the Employee must take all reasonable steps to inform the Employer of any expected period of absence from work due to personal leave prior to the start of the Shift on which the Employee is rostered to work or, in exceptional circumstances, as soon as is reasonably practical, in order that alternative staffing arrangements may be made.
- 31.5. To substantiate all absences for personal leave the Employee must give the Employer evidence to satisfy a reasonable person as to the Employee's inability to work or, in the case of carer's leave, confirming the illness or injury of the person being cared for by the Employee.
- 31.6. The documentary evidence required in accordance with this Clause must be given to the Employer as soon as is reasonably practicable (which may be before or after personal leave has started).
- 31.7. **Cashing in of Personal Leave**
- (a) An Employee may elect, and the Employer may agree, to cash in a particular amount of the Employee's accrued personal leave.

- (b) Any agreement to cash in an amount of an Employee's personal leave must be in writing.
- (c) The Employer and the Employee must not agree to the Employee cashing in an amount of accrued personal leave if the agreement would result in the Employee's remaining leave balance being less than 15 days.
- (d) Any agreement to cash in an amount of an Employee's personal leave must be in accordance with the *Fair Work Act 2009*.

31.8. Sick Leave and Workers' Compensation

Employees are not entitled to paid sick leave for any period in respect of which they are entitled to workers' compensation.

32. PAYMENT OF ANNUAL LEAVE AND PERSONAL LEAVE AS LOADED WAGE RATE

By agreement between an Employee and the Employer, all paid annual leave and paid personal leave provided for in this Agreement may be paid as a Loaded Wage Rate, in accordance with the following conditions:

- 32.1. The Employee's Loaded Wage Rate is inclusive of an additional loading representing a pro-rata payment of the entitlement to annual leave and personal leave;
- 32.2. The Employee will still accrue a pro-rata entitlement to take annual leave and personal leave, however, when such annual leave or personal leave is taken it will be unpaid; and
- 32.3. If the Employee's Loaded Wage Rate increases after the Employee has received payment of unused accrued annual leave and personal leave, but before the Employee takes such annual leave or personal leave, the Employer will, at the time such unpaid annual leave or personal leave is taken, pay to the Employee an amount equal to the difference between:
 - (a) the former pro-rata payment of the Employee's entitlement to annual leave or personal leave; and
 - (b) the new pro-rata payment of the Employee's entitlement to annual leave or personal leave;
- 32.4. Any Overtime loadings payable pursuant to **Clause 18**, pro rata long service leave on termination pursuant to **Clause 36**, payment in lieu of notice of termination payable pursuant to **Clause 44.2** or severance pay payable pursuant to **Clause 47**, shall be calculated with reference to the respective Ordinary Wage Rate exclusive of any loading for annual leave and personal leave.

33. UNPAID CARER'S LEAVE

- 33.1. Employees, including Casual Employees, shall be entitled to up to 2 days' unpaid carer's leave for each occasion where a member of the Employee's Immediate Family, or a

member of the Employee's household, requires care or support during such a period because of:

- (a) A personal illness, or injury, of the member; or
- (b) An unexpected emergency affecting the member.

33.2. To be entitled to take unpaid carer's leave in accordance with this Clause:

- (a) The Employee's entitlement to paid personal leave in accordance with **Clause 31** must be exhausted; and
- (b) If required by the Employer, the Employee must give the Employer evidence to satisfy as reasonable person as to the illness or injury of the person being cared for by the Employee.

34. COMPASSIONATE LEAVE

34.1. Employees are entitled to up to 2 days' paid compassionate leave on each occasion of the following:

- (a) For the purposes of spending time with a person who is a member of the Employee's Immediate Family or household who has a personal illness, or injury, that poses a serious threat to his or her life; or
- (b) After the death of a member of the Employee's Immediate Family or household.

34.2. If the Employer requests reasonable evidence of the illness, injury or death, the Employee must provide such evidence in order to receive payment for compassionate leave.

34.3. Casual Employees shall be entitled to compassionate leave in accordance with this clause, save that such leave shall be unpaid.

35. PARENTAL LEAVE

Full time, part time and eligible Casual Employees shall be entitled to 12 months' unpaid maternity, paternity and adoption leave on the terms and conditions set out in the *Fair Work Act 2009*.

36. LONG SERVICE LEAVE

Employees are entitled to long service leave in accordance with the provisions of the relevant legislation in the state or territory at which the employment is based.

37. COMMUNITY SERVICE LEAVE

37.1. Subject to **Clause 37.2**, an Employee who engages in a voluntary emergency management activity shall be entitled to be absent from the workplace for a period equal to:

- (a) The time during which the Employee engages in the activity;

- (b) Reasonable travelling time associated with the activity; and
- (c) Reasonable rest time immediately following the activity;

provided that the Employee's absence is reasonable in all the circumstances.

37.2. The Employee must provide the Employer with:

- (a) Notice of their absence, advising of the expected period of the absence, either before the commencement of the activity or as soon as practicable following commencement of the activity; and
- (b) Reasonable evidence that the Employee is absent from work because the Employee has been or will be engaging in a voluntary emergency management activity.

37.3. Any absence from work on a period of community service leave shall be unpaid, unless agreed by the Employer otherwise.

38. JURY SERVICE LEAVE

- 38.1. Subject to **Clause 38.2**, a Permanent Employee required to attend jury service during their ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid to them under juries legislation, and the wages the Employee would have received had they worked during that time.
- 38.2. In order to receive payment for jury service, the Employee must provide proof of attendance at jury service and of any payment received.
- 38.3. This Clause is not intended to apply to the exclusion of any relevant laws that provide employee entitlements in relation to jury service to the extent that those entitlements are more beneficial than the entitlements under this Clause.

39. STUDY LEAVE

- 39.1. The Employer regards the study commitments of its Employees as critical in the ongoing personal development of Employees and their consequential contribution to the business.
- 39.2. If an Employee undertakes any further education or training in courses that are relevant to the business of the Employer, the Employer may grant the Employee a period of study leave, either paid or unpaid, for the purposes of exams or exam preparation. This will be determined on a case by case basis at the Employer's discretion, with reference to performance, time commitments and the continuing ability to perform duties and responsibilities.
- 39.3. The amount of leave granted will be at the Employer's discretion.
- 39.4. Alternatively, annual leave may be taken for the purposes of exams or exam preparation.

40. PUBLIC HOLIDAYS

40.1. As the Employer generally trades on public holidays, Employees may be requested to work on public holidays.

40.2. Public holidays are those days (including substituted public holidays) declared or prescribed as public holidays under the *Fair Work Act 2009* and any additional public holidays as gazetted by the relevant state or territory government.

40.3. Public Holidays Worked

An Employee who works on a public holiday shall be paid for each hour of work performed in accordance with the applicable nominated Minimum Wage Rate Schedule.

40.4. Public Holidays Not Worked

A Permanent Employee who is rostered, but not required, to work on a public holiday shall be paid their Wage Rate for their Rostered Hours of Work.

41. STAND DOWN

41.1. The Employer shall have the right to stand down an Employee without pay where an Employee cannot be usefully employed because of a natural disaster, power failure or any stoppage of work by a cause for which the Employer cannot reasonably be held responsible.

41.2. This Clause does not operate to affect continuity of employment for the purposes of accrual of leave entitlements.

42. CONTINUOUS SERVICE

42.1. Any period of paid leave under **Clauses 30, 31, 36, 38**, or time off on a public holiday under **Clause 40** will be counted as continuous service for the purposes of future leave accrual.

42.2. Any period of unpaid leave under **Clauses 33, 35, 37 or 39** will not break continuous service, but will not be counted as continuous service, for the purposes of future leave accrual.

42.3. Any period of unpaid leave taken in accordance with **Clause 32** will be counted as continuous service for the purposes of future leave accrual.

43. SUSPENSION

An Employee may be stood down on full pay, pending an investigation, if the Employer receives a complaint from another Employee or customer, or it is otherwise suspected that the Employee has, or may have, committed a serious breach of this Agreement or one of the matters listed in **Clause 45**.

PART F – ENDING EMPLOYMENT

44. NOTICE OF TERMINATION

44.1. Casual Employment

The Employer shall notify a Casual Employee in the event that the Employee is to be offered no further engagements.

44.2. Permanent Employment

- (a) Subject to **Clauses 8 and 45**, Permanent employment may be terminated by either party on the giving of the following periods of notice (or, at the discretion of the Employer, payment in lieu of notice):

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
1 year and up to 3 years	2 weeks
3 years and up to 5 years	3 weeks
5 years and over	4 weeks

- (b) An Employee over 45 years of age with at least 2 years' continuous service with the Employer shall be given an additional week's notice (or payment in lieu of notice) by the Employer.
- (c) During any period of notice, the Employer is not obliged to provide an Employee with any work or work of a particular kind. The Employer may direct that the Employee not attend the Employer's premises and may further direct that the Employee only carry out duties as directed by the Employer.
- (d) Any payment in lieu of notice shall be equal to the relevant Wage Rate the Employee would have received in respect of the hours (excluding Overtime, if applicable) that would have been worked by the Employee during the period of notice had the Employee not been terminated.

45. TERMINATION WITHOUT NOTICE

45.1. The Employer may immediately, without notice or payment in lieu of notice, terminate the employment of an Employee found to have engaged in serious misconduct. Serious misconduct includes, but is not limited to:

- (a) Wilful or deliberate behaviour by the Employee that is inconsistent with the continuation of employment;
- (b) Conduct that causes serious risk to the health or safety of a person, or the reputation, viability or profitability of the Employer's business;

- (c) Engaging in theft, fraud or assault;
- (d) Harassing, sexually or otherwise, or discriminating against other employees, contractors or customers of the Employer;
- (e) Being intoxicated or under the influence of drugs at work;
- (f) Refusing to carry out a lawful, reasonable instruction by a supervisor or manager;
or
- (g) Neglect of duty;

and, in such case, the Employee will be paid all entitlements due to the date of the termination of employment, upon the return of all of the Employer's property as required by **Clause 48**.

- 45.2. "**Neglect of duty**" in this Clause includes the repeated failure by an Employee to attend for work without lawful excuse or prior notification to the Employer on 3 occasions or more.

46. INCAPACITY TO WORK

- 46.1. In the event that an Employee is absent from performing duties due to illness or other incapacity for a period of not less than 90 days in any 12 month period (excluding paid personal leave), and is unable to demonstrate to the Employer that they will be able to return to work and perform the inherent requirements of their position within a reasonable period of time, the Employer shall be entitled to terminate that Employee's employment by giving notice of termination of employment or by a payment in lieu of notice.
- 46.2. This Clause does not affect the Employee's rights and entitlements under any applicable law relating to workers' compensation.

47. REDUNDANCY

- 47.1. This Clause shall only apply if the Employer, at the time the job an Employee is doing is made redundant, employs 15 or more Employees.
- 47.2. This Clause shall not apply to:
- (a) An Employee offered suitable alternative employment;
 - (b) A Permanent Employee with less than 1 year's continuous service;
 - (c) An Employee terminated as a consequence of serious misconduct that justifies termination without notice;
 - (d) An Employee on a probation period in accordance with **Clause 8**;
 - (e) A trainee;

- (f) An Employee engaged for a specific period of time or for a specified task or tasks;
or
- (g) A Casual Employee.

47.3. Discussions before Termination

- (a) Where the Employer has made a definite decision that it no longer wishes the job an Employee or group of Employees have been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour, the decision may lead to termination of employment. In such circumstances, the Employer shall hold discussions with the Employees directly affected.
- (b) The discussions shall take place as soon as is practicable and shall cover, amongst other matters, the reasons for the proposed terminations, measures to avoid or minimise the terminations and measures (if any) to mitigate any adverse effects of the terminations on the Employees concerned.
- (c) During such discussions, the Employer shall not be required to disclose Confidential Information, the disclosure of which would be detrimental to its interests.

47.4. Severance Pay

- (a) In addition to the period of notice provided in **Clause 44.2**, a Permanent Employee whose employment is terminated for reasons of redundancy, shall be entitled to the following amount of severance pay in respect of continuous period of service with the Employer:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

- (b) "**Weeks' pay**" means the Wage Rate which an Employee would have received for a week's work, averaged over the previous 4 week period.

47.5. Time Off During Notice Period

- (a) An Employee terminated for reasons of redundancy, shall during the period of notice of termination given by the Employer be allowed up to 1 day's time off without loss of pay for the purpose of seeking other employment.
- (b) An Employee allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment will, at the request of the Employer, be required to produce proof of attendance at an interview in order to receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

47.6. Transfer of Business

- (a) "Transfer" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transferred" has a corresponding meaning.
- (b) The provisions of **Clauses 44.2** and **47.4** are not applicable where the Employer's business is transferred to another employer (in this Subclause called the "**New Employer**"), in any of the following circumstances:
 - (i) Where the Employee accepts employment with the New Employer which recognises the period of continuous service which the Employee had with the Employer (or any prior transferring employer) to be continuous service with the New Employer; or
 - (ii) Where the Employee rejects an offer of employment with the New Employer that:
 - A. Is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the Employee's terms and conditions of employer with the Employer immediately before the termination; and
 - B. Recognises the Employee's period of continuous service which the Employee had with the Employer (or any prior transferring employer) to be continuous service with the New Employer; and

had the Employee accepted the offer, there would have been a transfer of employment in relation to the Employee.

48. PROPERTY OF THE EMPLOYER

- 48.1. In the event of termination, an Employee must return to the Employer all property of the Employer which is in the possession, custody or control of the Employee. This includes, without limitation, tools, uniforms, keys, equipment, mobile telephones, documents, policies, manuals, or other information whether in electronic, written or other form. Employees undertake not to retain any copies of any such property.

- 48.2. The Employer has the right to withhold any final pay until all property is returned as required by this Clause.
- 48.3. Employees are responsible for all loss and damage suffered by the Employer due to wilful acts or negligence on their part caused during their employment, including loss and damage to property belonging to the Employer.

49. DEDUCTIONS

The Employer reserves the right to deduct from an Employee's wages or, upon the termination of employment, to deduct from final pay, including from any accrued leave entitlements, any sums owed to the Employer by the Employee relating to their employment, in respect to the following:

- 49.1. Any overpayments of wages or over-reimbursement of expenses;
- 49.2. Where the Employee fails to work out the required period of notice of termination as set out in **Clause 44.2**, an amount equal to the relevant Wage Rate the Employee would have received had the Employee worked out the required notice period;
- 49.3. The replacement value of any property belonging to the Employer provided to the Employee or under the Employee's control for the purposes of completing employment duties that the Employee has not returned upon termination, as required by **Clause 48**; or
- 49.4. The value of any unaccrued leave taken in advance.

SIGNATURES OF THE PARTIES

EXECUTED as an Agreement by the Employer and its Employees.

SIGNED FOR AND ON BEHALF of THE EMPLOYER:

Julie Holmes
Name of the Employer representative

[Signature]
Signature

4 Nouveau Turn
AVELEY WA 6069

23.3.2012
Date

Address

Manager / Owner
Position

IN THE PRESENCE OF:

Natalie Booth.
Name of witness

[Signature]
Signature

60 Walter Road
EDEN HILL WA 6054

23-03-2012.
Date

Address

SIGNED FOR AND ON BEHALF of THE EMPLOYEES

Natalie Booth.
Name of Employee representative

[Signature]
Signature

Natalie Booth.
60 Walter Road
EDEN HILL WA 6054

23-03-2012.
Date

Address

Sandwich Artist.
Position

IN THE PRESENCE OF:

Julie Holmes
Name of witness

[Signature]
Signature

4 Nouveaux Turn
AVELEY WA 6069

23.3.2012
Date

Address

SCHEDULE 1 – EMPLOYER PARTIES TO THIS AGREEMENT

Employer	ABN
Driftwood Enterprises Pty Ltd	154 845 717
Gray Sub Pty Ltd as trustee for Grayling Family Trust	91 915 649 911
Julrie Pty Ltd	32 141 194 238
Submonk Pty Ltd as trustee for Walton Trust	63 715 034 379

SCHEDULE 2 – JOB CLASSIFICATIONS

Sandwich Artist™

A Sandwich Artist™ means an Employee who is engaged to perform the following duties:

- preparation, assembly, cooking or packing of product for sale;
- the maintenance of the work area at a standard of cleanliness required by the Employer;
- the cleaning of cooking utensils, cutlery and glassware;
- the performance of customer service functions, including the taking of orders by any means and the entering of information onto a computer;
- the receipt of monies or other duties involving customer contact, except the delivery of product to the customer outside the restaurant;
- opening and/or closing the restaurant, under supervision and according to the established procedures; and
- accepting deliveries with due care and attention.

Senior Sandwich Artist™

A Senior Sandwich Artist is an Employee who, in addition to performing the duties of a Sandwich Artist, has the major responsibility on a day to day basis for supervising Sandwich Artists and/or training new employees or an employee required to exercise trade skills.

Restaurant Supervisor/Manager

A Restaurant Supervisor/Manager means an Employee who is in charge of a restaurant and who, as well as performing the duties comprehended by a Senior Sandwich Artist™, is responsible for:-

- placing orders for supplies;
- banking daily takings;
- supervision of Employees performing lower level work; and
- providing reports as required.

MINIMUM WAGE RATE SCHEDULE – OPTION A
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Employee Hours of Work

Employees paid in accordance with this Minimum Wage Rates Option A may perform work as follows:

	Applicable Wage Rate for Non-salaried Permanent Employees	Applicable Wage Rate for Casual Employees
All Hours of Work	100%	120%

Salaried Employees may perform work within the abovementioned spread of hours. In accordance with **Clause 7.1(b)**, a Salaried Employee's salary is paid for all hours of work.

Minimum Wage Rates

	Ordinary Wage Rate	Loaded Wage Rate	Casual Wage Rate	Minimum Weekly Salary
Restaurant Supervisor / Manager	\$22.21	\$24.77	\$26.65	\$915.00
Senior Sandwich Artist™	\$20.98	\$23.40	\$25.18	\$865.00
Sandwich Artist™	\$20.14	\$22.46	\$24.17	\$830.00

Part Time Trainee Wage Rates

Minimum trainee wage rates for part time trainees undertaking all *accredited* training *solely off the job*:

Ordinary Trainee Wage Rates				Loaded Trainee Wage Rates			
Highest year of schooling completed	Year 10	Year 11	Year 12	Highest year of schooling completed	Year 10	Year 11	Year 12
School Leaver	\$10.54	\$11.60	\$13.83	School Leaver	\$11.76	\$12.95	\$15.43
Plus 1 year out of school	\$11.60	\$13.83	\$16.09	Plus 1 year out of school	\$12.95	\$15.43	\$17.95
Plus 2 years	\$13.83	\$16.09	\$18.73	Plus 2 years	\$15.43	\$17.95	\$20.89
Plus 3 years	\$16.09	\$18.73	\$21.44	Plus 3 years	\$17.95	\$20.89	\$23.92
Plus 4 years	\$18.73	\$21.44		Plus 4 years	\$20.89	\$23.92	
Plus 5 or more years	\$21.44			Plus 5 or more years	\$23.92		

Part time trainees undertaking all *accredited* training *solely on the job*, or *partly on the job and partly off the job*, may be paid the above trainee wage rates, less 20%.

MINIMUM WAGE RATE SCHEDULE – OPTION B
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Employee Hours of Work

Employees paid in accordance with this Minimum Wage Rates Option B may perform work as follows:

	Applicable Wage Rate for Non-salaried Permanent Employees	Applicable Wage Rate for Casual Employees
Monday to Friday	100%	120%
Saturday, Sunday and Public Holiday	125%	145%

Salaried Employees may perform work within the abovementioned spread of hours. In accordance with **Clause 7.1(b)**, a Salaried Employee's salary is paid for all hours of work. Salaried Employees shall accordingly not be entitled to the penalty rates outlined above.

Minimum Ordinary Wage Rates

	Ordinary Wage Rate	Saturday, Sunday and Public Holiday	Minimum Weekly Salary
Restaurant Supervisor / Manager	\$20.33	\$25.41	\$915.00
Senior Sandwich Artist™	\$19.20	\$24.00	\$865.00
Sandwich Artist™	\$18.43	\$23.04	\$830.00

Minimum Casual Wage Rates

	Casual Wage Rate	Saturday, Sunday and Public Holiday
Restaurant Supervisor / Manager	\$24.40	\$29.48
Senior Sandwich Artist™	\$23.04	\$27.84
Sandwich Artist™	\$22.12	\$26.72

Minimum Loaded Wage Rates

	Loaded Wage Rate	Saturday, Sunday and Public Holiday
Restaurant Supervisor / Manager	\$22.68	\$27.76
Senior Sandwich Artist™	\$21.42	\$26.22
Sandwich Artist™	\$20.56	\$25.17

Part Time Trainee Wage Rates

Note: The penalty rates outlined above shall apply in conjunction with the following part time trainee Wage Rates.

Minimum trainee wage rates for part time trainees undertaking all *accredited* training *solely off the job*:

Ordinary Trainee Wage Rates				Loaded Trainee Wage Rates			
Highest year of schooling completed	Year 10	Year 11	Year 12	Highest year of schooling completed	Year 10	Year 11	Year 12
School Leaver	\$9.65	\$10.61	\$12.66	School Leaver	\$10.76	\$11.84	\$14.12
Plus 1 year out of school	\$10.61	\$12.66	\$14.73	Plus 1 year out of school	\$11.84	\$14.12	\$16.43
Plus 2 years	\$12.66	\$14.73	\$17.14	Plus 2 years	\$14.12	\$16.43	\$19.12
Plus 3 years	\$14.73	\$17.14	\$19.62	Plus 3 years	\$16.43	\$19.12	\$21.89
Plus 4 years	\$17.14	\$19.62		Plus 4 years	\$19.12	\$21.89	
Plus 5 or more years	\$19.62			Plus 5 or more years	\$21.89		

Part time trainees undertaking all *accredited* training *solely on the job*, or *partly on the job and partly off the job*, may be paid the above trainee wage rates, less 20%.

MINIMUM WAGE RATE SCHEDULE – OPTION C
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Employee Hours of Work

Employees paid in accordance with this Minimum Wage Rates Option C may perform work as follows:

	Applicable Wage Rate for Non-salaried Permanent Employees	Applicable Wage Rate for Casual Employees
Monday to Friday	100%	120%
Saturday, Sunday and Public Holiday	150%	170%

Salaried Employees may perform work within the abovementioned spread of hours. In accordance with **Clause 7.1(b)**, a Salaried Employee's salary is paid for all hours of work. Salaried Employees shall accordingly not be entitled to the penalty rates outlined above.

Minimum Ordinary Wage Rates

	Ordinary Wage Rate	Saturday, Sunday and Public Holiday	Minimum Weekly Salary
Restaurant Supervisor / Manager	\$19.08	\$28.62	\$915.00
Senior Sandwich Artist™	\$18.02	\$27.03	\$865.00
Sandwich Artist™	\$17.30	\$25.95	\$830.00

Minimum Casual Wage Rates

	Casual Wage Rate	Saturday, Sunday and Public Holiday
Restaurant Supervisor / Manager	\$22.90	\$32.44
Senior Sandwich Artist™	\$21.62	\$30.63
Sandwich Artist™	\$20.76	\$29.41

Minimum Loaded Wage Rates

	Loaded Wage Rate	Saturday, Sunday and Public Holiday
Restaurant Supervisor / Manager	\$21.28	\$30.82
Senior Sandwich Artist™	\$20.10	\$29.11
Sandwich Artist™	\$19.30	\$27.95

Part Time Trainee Wage Rates

Note: The penalty rates outlined above shall apply in conjunction with the following part time trainee Wage Rates.

Minimum trainee wage rates for part time trainees undertaking all *accredited* training *solely off the job*:

Ordinary Trainee Wage Rates				Loaded Trainee Wage Rates			
Highest year of schooling completed	Year 10	Year 11	Year 12	Highest year of schooling completed	Year 10	Year 11	Year 12
School Leaver	\$9.05	\$9.96	\$11.88	School Leaver	\$10.10	\$11.11	\$13.25
Plus 1 year out of school	\$9.96	\$11.88	\$13.83	Plus 1 year out of school	\$11.11	\$13.25	\$15.42
Plus 2 years	\$11.88	\$13.83	\$16.09	Plus 2 years	\$13.25	\$15.42	\$17.95
Plus 3 years	\$13.83	\$16.09	\$18.42	Plus 3 years	\$15.42	\$17.95	\$20.55
Plus 4 years	\$16.09	\$18.42		Plus 4 years	\$17.95	\$20.55	
Plus 5 or more years	\$18.42			Plus 5 or more years	\$20.55		

Part time trainees undertaking all *accredited* training *solely on the job*, or *partly on the job and partly off the job*, may be paid the above trainee wage rates, less 20%.

MINIMUM WAGE RATE SCHEDULE – OPTION D
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Employee Hours of Work

Employees paid in accordance with this Minimum Wage Rates Option D may perform work as follows:

	Applicable Wage Rate for Non-salaried Permanent Employees	Applicable Wage Rate for Casual Employees
Monday to Friday	100%	120%
Saturday and Sunday	125%	145%
Public Holiday	200%	220%

Salaried Employees may perform work within the abovementioned spread of hours. In accordance with **Clause 7.1(b)**, a Salaried Employee's salary is paid for all hours of work. Salaried Employees shall accordingly not be entitled to the penalty rates outlined above.

Minimum Ordinary Wage Rates

	Ordinary Wage Rate	Saturday and Sunday	Public Holiday	Minimum Weekly Salary
Restaurant Supervisor / Manager	\$20.03	\$25.04	\$40.06	\$915.00
Senior Sandwich Artist™	\$18.92	\$23.65	\$37.84	\$865.00
Sandwich Artist™	\$18.16	\$22.70	\$36.32	\$830.00

Minimum Casual Wage Rates

	Casual Wage Rate	Saturday and Sunday	Public Holiday
Restaurant Supervisor / Manager	\$24.04	\$29.04	\$44.07
Senior Sandwich Artist™	\$22.70	\$27.43	\$41.62
Sandwich Artist™	\$21.79	\$26.33	\$39.95

Minimum Loaded Wage Rates

	Loaded Wage Rate	Saturday and Sunday	Public Holiday
Restaurant Supervisor / Manager	\$22.34	\$27.35	\$42.37
Senior Sandwich Artist™	\$21.10	\$25.83	\$40.02
Sandwich Artist™	\$20.26	\$24.80	\$38.42

Part Time Trainee Wage Rates

Note: The penalty rates outlined above shall apply in conjunction with the following part time trainee Wage Rates.

Minimum trainee wage rates for part time trainees undertaking all *accredited* training *solely off the job*:

Ordinary Trainee Wage Rates				Loaded Trainee Wage Rates			
Highest year of schooling completed	Year 10	Year 11	Year 12	Highest year of schooling completed	Year 10	Year 11	Year 12
School Leaver	\$9.51	\$10.46	\$12.47	School Leaver	\$10.60	\$11.66	\$13.91
Plus 1 year out of school	\$10.46	\$12.47	\$14.52	Plus 1 year out of school	\$11.66	\$13.91	\$16.19
Plus 2 years	\$12.47	\$14.52	\$16.89	Plus 2 years	\$13.91	\$16.19	\$18.84
Plus 3 years	\$14.52	\$16.89	\$19.34	Plus 3 years	\$16.19	\$18.84	\$21.57
Plus 4 years	\$16.89	\$19.34		Plus 4 years	\$18.84	\$21.57	
Plus 5 or more years	\$19.34			Plus 5 or more years	\$21.57		

Part time trainees undertaking all *accredited* training *solely on the job*, or *partly on the job and partly off the job*, may be paid the above trainee wage rates, less 20%.

MINIMUM WAGE RATE SCHEDULE – OPTION E
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Employee Hours of Work

Employees paid in accordance with this Minimum Wage Rates Option E may perform work as follows:

	Applicable Wage Rate for Non-salaried Permanent Employees	Applicable Wage Rate for Casual Employees
Monday to Saturday	100%	120%
Sunday and Public Holiday	150%	170%

Salaried Employees may perform work within the abovementioned spread of hours. In accordance with **Clause 7.1(b)**, a Salaried Employee's salary is paid for all hours of work. Salaried Employees shall accordingly not be entitled to the penalty rates outlined above.

Minimum Ordinary Wage Rates

	Ordinary Wage Rate	Sundays and Public Holiday	Minimum Weekly Salary
Restaurant Supervisor / Manager	\$20.23	\$30.35	\$915.00
Senior Sandwich Artist™	\$19.10	\$28.65	\$865.00
Sandwich Artist™	\$18.34	\$27.51	\$830.00

Minimum Casual Wage Rates

	Casual Wage Rate	Sundays and Public Holiday
Restaurant Supervisor / Manager	\$24.28	\$34.39
Senior Sandwich Artist™	\$22.92	\$32.47
Sandwich Artist™	\$22.01	\$31.18

Minimum Loaded Wage Rates

	Loaded Wage Rate	Sundays and Public Holiday
Restaurant Supervisor / Manager	\$22.56	\$32.68
Senior Sandwich Artist™	\$21.30	\$30.85
Sandwich Artist™	\$20.46	\$29.63

Part Time Trainee Wage Rates

Note: The penalty rates outlined above shall apply in conjunction with the following part time trainee Wage Rates.

Minimum trainee wage rates for part time trainees undertaking all *accredited* training *solely off the job*:

Ordinary Trainee Wage Rates				Loaded Trainee Wage Rates			
Highest year of schooling completed	Year 10	Year 11	Year 12	Highest year of schooling completed	Year 10	Year 11	Year 12
School Leaver	\$9.60	\$10.56	\$12.60	School Leaver	\$10.71	\$11.78	\$14.05
Plus 1 year out of school	\$10.56	\$12.60	\$14.66	Plus 1 year out of school	\$11.78	\$14.05	\$16.35
Plus 2 years	\$12.60	\$14.66	\$17.06	Plus 2 years	\$14.05	\$16.35	\$19.03
Plus 3 years	\$14.66	\$17.06	\$19.53	Plus 3 years	\$16.35	\$19.03	\$21.78
Plus 4 years	\$17.06	\$19.53		Plus 4 years	\$19.03	\$21.78	
Plus 5 or more years	\$19.53			Plus 5 or more years	\$21.78		

Part time trainees undertaking all *accredited* training *solely on the job*, or *partly on the job and partly off the job*, may be paid the above trainee wage rates, less 20%.

MINIMUM WAGE RATE SCHEDULE – OPTION F
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Employee Hours of Work

Employees paid in accordance with this Minimum Wage Rates Option F may perform work as follows:

	Applicable Wage Rate for Non-salaried Permanent Employees	Applicable Wage Rate for Casual Employees
Monday to Friday to 7.00pm	100%	120%
Monday to Friday 7.00pm to midnight	100% plus \$1.44 per hour	120% plus \$1.44 per hour
Saturday & Sunday	150%	170%
Public Holiday	250%	270%

Salaried Employees may perform work within the abovementioned spread of hours. In accordance with **Clause 7.1(b)**, a Salaried Employee's salary is paid for all hours of work. Salaried Employees shall accordingly not be entitled to the penalty rates outlined above.

Minimum Ordinary Wage Rates

	Ordinary Wage Rate	Weekday Evenings	Saturday & Sunday	Public Holiday	Minimum Weekly Salary
Restaurant Supervisor / Manager	\$18.74	\$20.18	\$28.11	\$46.85	\$915.00
Senior Sandwich Artist™	\$17.70	\$19.14	\$26.55	\$44.25	\$865.00
Sandwich Artist™	\$16.99	\$18.43	\$25.49	\$42.48	\$830.00

Minimum Casual Wage Rates

	Casual Wage Rate	Weekday Evening	Saturday & Sunday	Public Holiday
Restaurant Supervisor / Manager	\$23.49	\$23.93	\$31.86	\$50.60
Senior Sandwich Artist™	\$21.24	\$22.68	\$30.09	\$47.79
Sandwich Artist™	\$20.39	\$21.83	\$28.88	\$45.87

Minimum Loaded Wage Rates

	Loaded Wage Rate	Weekday Evening	Saturday & Sunday	Public Holiday
Restaurant Supervisor / Manager	\$20.90	\$22.34	\$30.27	\$49.01
Senior Sandwich Artist™	\$19.74	\$21.18	\$28.59	\$46.29
Sandwich Artist™	\$18.95	\$20.39	\$27.45	\$44.44

Part Time Trainee Wage Rates

Note: The penalty rates outlined above shall apply in conjunction with the following part time trainee Wage Rates.

Minimum trainee wage rates for part time trainees undertaking all *accredited* training *solely off the job*:

Ordinary Trainee Wage Rates				Loaded Trainee Wage Rates			
Highest year of schooling completed	Year 10	Year 11	Year 12	Highest year of schooling completed	Year 10	Year 11	Year 12
School Leaver	\$8.89	\$9.78	\$11.67	School Leaver	\$9.92	\$10.91	\$13.01
Plus 1 year out of school	\$9.78	\$11.67	\$13.58	Plus 1 year out of school	\$10.91	\$13.01	\$15.14
Plus 2 years	\$11.67	\$13.58	\$15.80	Plus 2 years	\$13.01	\$15.14	\$17.62
Plus 3 years	\$13.58	\$15.80	\$18.09	Plus 3 years	\$15.14	\$17.62	\$20.17
Plus 4 years	\$15.80	\$18.09		Plus 4 years	\$17.62	\$20.17	
Plus 5 or more years	\$18.09			Plus 5 or more years	\$20.17		

Part time trainees undertaking all *accredited* training *solely on the job*, or *partly on the job and partly off the job*, may be paid the above trainee wage rates, less 20%.

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