



**Restaurant & Catering Victoria**

# **Employee Collective Agreement**

## **Restaurant [Nikos Tavern]**

**Version 4  
September 2007**

# EMPLOYEE COLLECTIVE AGREEMENT

## SECTION 1 – INTRODUCTION AND BASIC TERMS AND CONDITIONS

### 1.1 PARTIES TO THE AGREEMENT

This Australian Workplace Agreement is made between:

(the employer)	<u>Dakaz Pty Ltd</u>	
(ABN)	<u>44 846 927 129</u>	
trading as	Nikos Tavern	and
All employees of	Dakaz Pty Ltd	

### 1.2 CONTRACT OF EMPLOYMENT

This Agreement shall operate to encompass all terms and conditions of employment.

### 1.3 PERIOD OF OPERATION

The Agreement will take effect from the day that it is lodged with the Workplace Authority.

The nominal expiry date of this Agreement is no later than the fifth anniversary after the date on which the Agreement was lodged with the Workplace Authority. The Agreement will remain in operation after the nominal expiry date until replaced by another agreement or terminated in accordance with the *Workplace Relations Act 1996*.

### 1.4 MINIMUM CONDITIONS OF EMPLOYMENT

The terms and conditions of this Agreement will at all times meet or exceed the minimum conditions of employment as prescribed by the Australian Fair Pay and Conditions Standard.

### 1.5 PROBATION

All new full and part time employees shall be on probation for the first three (3) months of employment.

During this period the employer will monitor the employee's work performance. In the event that performance is assessed as unsatisfactory the employer may terminate employment by the giving of one (1) day's notice.

### 1.6 CATEGORIES OF EMPLOYMENT

Each employee will be engaged in one of the following ways:

Full Time Employees are defined as those whose ordinary hours of work are 38 hours per week and receive an entitlement to paid annual and paid personal leave.

Part Time Employees are defined as those who are employed on a weekly basis with ordinary hours of work less than 38 hours per week and receive a pro-rata entitlement to paid annual and paid personal leave.

Casual Employees are defined as those employed on a casual basis who receive the default casual loading of 20% in addition to their basic periodic rate of pay and have no entitlement to paid annual and personal leave.

## **1.7 CLASSIFICATIONS LEVEL**

Classifications and Levels 1-6 are derived from the *Liquor and Accommodation Industry – Restaurants – Victoria – Award 1998*. Introductory Level means an employee who enters the industry and is unable to meet the competency requirements of Level 1. An employee can remain at this level for a maximum of three months. Nothing in this Agreement precludes the movement of staff between levels and classifications.

## **1.8 CONFIDENTIAL INFORMATION**

The employee will treat all confidential information as strictly confidential and will not disclose any confidential information to any person, firm, company or other body unless previously and expressly authorised in writing by the employer.

The employee shall hold all transactions, records and information pertaining to the business of the employer in strict confidence, both during the period of employment and also after termination of employment.

The employee will not use or attempt to use any confidential information in any manner and for any purpose other than the purpose of the business of the employer.

Nothing in this Agreement prevents an employee from discussing any of the terms and conditions of this Agreement with any other person.

## **1.9 ANTI-DISCRIMINATION**

The employer and employee agree to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at the workplace on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction social origin and alike.

## SECTION 2 - HOURS OF WORK

### 2.1 Ordinary Hours

The ordinary hours may be worked over any day of the week, Monday to Sunday inclusive, and shall be arranged by the employer to meet business requirements.

Such ordinary hours of work shall not exceed an average of 38 hours per week, averaged over a given roster cycle (up to but no longer than 12 months). The actual hours worked may vary from week-to-week (with some weeks greater than 38 hours and other weeks less).

The roster cycle shall be made available to employees in advance. A seven day rotating roster (Monday through to Sunday) may be implemented at the discretion of the employer.

### 2.2 Additional Hours

Additional hours are those hours worked outside the employee's ordinary hours

An employee may volunteer to work additional hours on an ad hoc basis. Where the employee volunteers to work additional hours it will be paid at the hourly rate of pay specified on Page 3.2 of this Agreement.

An employee may refuse to work additional hours where the working of such additional hours would result in the employee working hours which are unreasonable or unacceptable having regard to:

- any risk to the employee's health and safety
- family responsibilities
- other personal circumstances
- operational requirements of the workplace or business
- the amount of notice given in regard to available additional hours
- whether the hours are on a public holiday
- any other matter that is considered relevant.

### 2.3 PUBLIC HOLIDAYS

All employees may be required to work Public Holidays - the following days are recognized as public holidays in the State of Victoria

- New Years Day
- Australia Day
- Labor Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Queen's Birthday
- Melbourne Cup (for Metropolitan areas - or regional equivalent day if applicable)
- Christmas Day
- Boxing Day

If a full time or part time employee is required to work a public holiday they will be paid at the agreed hourly wage rate in on Page 3.2 of this Agreement.

If the business is closed on a public holiday, which is a normal rostered day of work for a full time or part time employee, that employee will receive payment at the agreed hourly wage rate for the ordinary hours normally worked on that day.

If a casual employee is required to work on a public holiday they will be paid at the agreed wage rate in Clause 3.2 of this Agreement. A casual employee has no entitlement to any payment if they do not work on a public holiday.

## **2.4 ROSTER ARRANGEMENTS**

The employer will make every effort to roster employees in a manner that is both fair and equitable and takes into account the preferences of individual employees. If employees have family and or study commitments the employer will attempt to accommodate employees as best as possible, considering the operational requirements of the business.

### **Span of Hours**

Roster arrangements will be established in accordance with business demands. The employee's ordinary of work can be worked at any time Monday through Sunday inclusive, comprising any combination of day, afternoon and night shifts between the hours of 11:00 am and 1.00 am

### **Preferred Working Hours**

The employer will make every effort to ensure that the employee is able to work their preferred hours.

To assist the employer roster the employee according to their availability and preferred hours of work, the employee is required to complete the Preferred Hours Declaration in Attachment Three.

If the employees working hours vary (unless by agreement with the employer) from the standard hours listed in the declaration form the employee may at any time revert back to the standard hours included in the declaration.

## **2.5 REST BREAKS OR MEAL BREAKS**

An employee is entitled to an unpaid rest or meal break of 30 minutes after 5 hours of work which is to be taken at a time convenient to the business and the service to customers. The employee must observe the designated breaks allocated by the employer

## **2.6 ABSENCES**

Where practicable, notification of absence should be made to the employer well in advance of shift commencement time in order that alternative staffing arrangements can be made.

Employees are encouraged to make arrangements to secure a replacement with other employees where possible. Any such arrangements must be approved by management.

## SECTION 3 – REMUNERATION & LEAVE PROVISIONS

### 3.1 PAYMENT OF WAGES

Wages will be paid by electronic funds transfer after the end of the pay period into a bank account nominated by the employee. The employee must ensure that they provide the correct bank details to the employer and advise the employer promptly if there are any changes to those details.

If the employer does not have facility to make payment using electronic transfer then an alternative method of payment will be agreed. Pay slips giving details of earnings and deductions will be issued with each pay.

### 3.2 WAGE RATE

The hourly basic periodic rates of pay for all hours worked appear in the table below:

Basic Periodic Rate of Pay		
	Full & Part Time	Casual
<b>Intro</b>	13.74	18.26
<b>1</b>	14.17	18.75
<b>2</b>	14.84	19.53
<b>3</b>	15.32	20.09
<b>4</b>	16.20	21.11
<b>5</b>	17.30	22.40
<b>6</b>	17.80	22.97

#### Junior Rates

Junior employees will be entitled to a percentage rate of the basic periodic rate of pay appropriate to their age and classification. The percentage rates applicable to junior employees are listed in the table below.

AGE	Percentage Rate of Basic Periodic Rate of Pay
17 years and under	60%
18 years of age	70%
19 years of age	85%
20 years of age	100%

#### Apprentice Rates – Cooking

Apprentices will be entitled to a percentage rate of the basic periodic rate of pay for a Cook Grade 3 Tradesperson.

	Percentage Rate of Level 4 (Cook Grade 3 Tradesperson)
Year 1	55%
Year 2	65%
Year 3	80%
Year 4	95%

Trainee Rates

See Attachment One for details on Traineeships Skill Level B – Certificates I, II and III Pay Rates.

Wage Reviews

The employer may review and increase rates, as deemed appropriate, during the course of this Agreement.

The employer will ensure that the hourly rate of pay under this Agreement is no less than the relevant classification minimum wage rate as set from time to time by the Australian Fair Pay Commission.

Nothing in this Agreement prevents an employer and employee/s from agreeing to higher rates of pay or additional benefits for any hours worked.

**3.3 PROTECTED AWARD CONDITIONS**

The Protected Allowable Award Matters as specified by Section 354 (4) – *Workplace Relations Act 1996* have no effect in relation to the employee covered by this Agreement. These include, but are not necessarily limited to the Protected Award Conditions from the *Liquor and Accommodation Industry – Restaurants – Victoria – Award 1998*:

The Protected Award Conditions have been expressly excluded from this Agreement and are **not** to be taken as being included in this Agreement and **do not** apply to the employee covered by this Agreement.

In lieu of the Protected Award Conditions, employees will receive a higher basic periodic rate of pay, as listed in clause 3.2 of this Agreement

**3.4 ANNUAL LEAVE**

Full time employees are entitled to 152 hours (which is equivalent to 4 weeks or 20 days) paid annual leave per annum. Part time employees will accrue annual leave on a pro-rata basis. Annual leave shall be credited to the employee on a monthly basis.

Annual leave must be taken at a time mutually agreed with the employer. An employee will give a minimum notice period of 4 weeks. The employer may request the employee to take annual leave, by giving 2 weeks notice, if mutual agreement cannot be reached. Annual leave is cumulative and should be taken within 12 months of entitlement.

An employee who leaves or is dismissed for any reason shall receive on termination, pro-rata payment in lieu of any accrued annual leave entitlement.

Annual leave will be paid at the ordinary rate of pay the employee receives immediately before the period of annual leave begins.

Casual employees have no entitlement to paid annual Leave.

**Cashing Out Annual Leave**

The employee may, with the agreement of the employer, request to cash out up to 76 hours (which is equivalent to 2 weeks or 10 days) of their annual leave during each 12 month period. Annual leave cannot be cashed out in advance of it being credited to the employee.

Employees who wish to cash out annual leave must complete the election in Attachment Two. Cashed out annual leave will be paid at the rate of pay that the employee receives at the time when the election is made.

In electing to cash out a portion of accrued annual leave, the employee will no longer be entitled to take that amount of leave.

### **Shut Down Periods**

Where the employer has an annual shut-down period, the employee may be directed to take accrued annual leave during the period of the close down. The employer will provide the employee with 14 days notice regarding the annual shut-down dates.

## **3.5 PERSONAL LEAVE**

Personal leave is available to full time and part time employees, when absent due to:

- personal illness or injury (sick leave); or
- providing care or support for an immediate family or household member due to illness, injury or unexpected emergency (carers leave)

Full time employees are entitled to 76 hours (which is the equivalent to 2 weeks or 10 days) paid personal leave per annum. Part time employees accrue personal leave on a pro-rata basis. Personal leave shall be credited to the employee on a monthly basis.

Employees taking personal leave may be required to provide proof relating to the reason for their absence on each occasion. In the event of absence due to sickness or injury a certificate from a registered health practitioner may be required for any single day or longer absence. In the event of other absences, the employer may require substantiation of such absence.

The employee, where practicable, shall notify the employer at least half an hour before his or her rostered starting time on the first day of absence, of his or her inability to attend for duty, and where practicable state the nature of the illness or injury and the estimated duration of the absence.

An employee will only be entitled to take a maximum of 10 days paid carer's leave (from total accrued personal leave) during any twelve month period unless otherwise agreed.

A full time or part time employee shall also be entitled to a period of up to 2 days unpaid carer's leave on each permissible occasion if all paid personal carer's leave has been exhausted.

Casual employees have no entitlement to paid personal leave. Casual employees shall however be entitled to a period of up to 2 days unpaid carer's leave on each permissible occasion for the purpose of providing care or support for an immediate family or household member due to illness, injury or unexpected emergency.

In the event of such absence, the employer may require substantiation of such absence.



### 3.6 COMPASSIONATE LEAVE

Compassionate leave is available to full and part time employees when:

- a member of the employee's immediate family or household contracts or develops a personal illness or sustains a serious injury that poses a serious threat to his or her life; or
- dies

Up to two days paid compassionate leave may be taken on each permissible occasion.

Employees requiring to take compassionate leave may be required to provide proof relating to the reason for the leave on each occasion.

### 3.7 PARENTAL LEAVE

The employee, including an eligible casual, is entitled to take unpaid Parental Leave - including maternity, paternity and adoption leave, of up to 12 months in accordance with Part 7, Division 6 – Parental Leave of the *Workplace Relations Act 1996*. This period of unpaid parental leave will be reduced by any period of authorised leave taken by the employee (such as paid maternity leave, annual leave or long service leave) before or after the unpaid maternity leave, and any other parental leave taken by the employee's spouse (other than a period of one week from the time of birth or three weeks in the case of adoption).

Periods of unpaid parental leave will not count as service for the purpose of accruing leave entitlements but will not break the employee's continuity of service.

#### Return to Work Guarantee

When returning to work from parental leave, the employee is entitled to return to:

- the position they held before taking leave; or
- a position that is reasonably comparable to the position they held immediately prior to commencing parental leave. The employee's ordinary rate of pay will not be reduced as a result of accepting a comparable position.

### 3.8 LONG SERVICE LEAVE

Employees will be entitled to long service leave. The relevant legislation is the *Victorian Long Service Leave Act 1992*.

### 3.9 SUPERANNUATION

Superannuation contributions will be paid as required under the *Superannuation Guarantee (Administration) Act 1992*, as amended from time to time, to a complying Fund.

### **3.10 STAFF BENEFITS**

All employees will be entitled to the following staff benefits at the discretion of the employer:

#### Staff Uniforms

Employees will be provided with a staff uniform by the employer as per clause 4.1 of this agreement.

#### Staff Benefit 1

Employees will be given 50% off food and drinks when they patronize outside their working hours.

## **SECTION 4 – OTHER ENTITLEMENTS**

### **4.1 PERSONAL PRESENTATION AND APPEARANCE**

Employees will be expected to present themselves professionally in line with the employer's standards.

Employees must maintain a high standard of presentation in both issued uniforms and personal clothing items in line with the employer's policies.

#### **STAFF UNIFORM**

Employees will be provided with a staff uniform by the employer. This uniform is required to be maintained at a high standard to ensure employees present themselves professionally. To assist the employee in doing this, the employer has provided the employee with a higher rate of pay to assist the employee in covering any laundering costs associated with the maintenance of the uniform.

### **4.2 PROPERTY OF THE EMPLOYER**

Employees are required to take all reasonable care in the use of the employer's property and to protect any employer's property in the care of the employee.

On termination of employment, or upon request to do so, employees must return in good condition (subject to fair wear and tear) any property in their possession belonging to the employer.

### **4.3 DISPUTE RESOLUTION PROCEDURE**

Any dispute between the employee and the employer will be first met with a genuine attempt to resolve it at the workplace level. This should first involve the employee discussing the matter with his or her supervisor, then with more senior management. If the matter in dispute cannot be resolved at the workplace level, either the employer or the employee may elect to use an alternative dispute resolution process in an attempt to resolve the dispute in accordance with Part 13 – Dispute Resolution Process of the *Workplace Relations Act 1996*.

#### **Conduct During Dispute**

An employee who is a party to a dispute must, while the dispute is being resolved:

- continue to work in accordance with his or her contract of employment, unless the employee has a reasonable concern about an imminent risk to his or her health or safety; and
- comply with any reasonable direction given by his or her employer to perform other available work, either at the same workplace or at another workplace.

#### **4.4 TERMINATION & RESIGNATION**

Both the employer and the employee may terminate employment at any time by giving the other party the required period of notice as specified below.

Instead of providing the above notice the employer may choose to make payment in lieu of notice. If the employee fails to give the required notice, the employee forfeits the entitlement to any monies owing equal to the amount of notice not given.

**Full and Part Time Employees:**

The notice period shall be:

By the Employer:

<b>Years Of Service</b>	Less than 1 Year	More than 1 but not more than 3 Years	More than 3 but not more than 5 years	More than 5 Years
<b>Required Notice (at least)</b>	1 Week	2 weeks	3 weeks	4 weeks

Employees 45 years and over who have completed at least two (2) years continuous service with the employer will receive one (1) additional weeks notice.

By the Employee:

Two weeks (2) notice in writing or such other period as agreed by the employer and employee.

During Probation Period:

All Full and Part Time employees shall be entitled to one (1) day's notice of termination.

**4.5 SERIOUS MISCONDUCT**

Nothing in this Agreement affects the employer's right to dismiss an employee without notice for serious misconduct and an employee so dismissed shall only be entitled to be paid for the time worked up to the time of dismissal.

As per clause 12.10 or the *Workplace Relations Regulations 1996*, serious misconduct includes:

- a) willful, or deliberate, behavior by an employee that is inconsistent with the continuation of the contract of employment; and
- b) conduct that causes imminent, and serious, risk to:
  - i) the health or safety, of a person; or
  - ii) the reputation, viability or profitability of the employer's business.

Conduct that is serious misconduct includes:

- c) the employee, in the course of the employee's employment, engaging in:
  - i) theft; or
  - ii) fraud; or
  - iii) assault; or
  - iv) the employee being intoxicated at work; or
  - v) the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.

#### **4.6 ABANDONMENT OF EMPLOYMENT**

Employees who do not notify the employer of their absence after a period of three consecutive work days will be deemed to have abandoned their employment. This is contingent on the employer attempting to contact the employee, unless the employee is able to show evidence to the contrary.

#### **4.7 OCCUPATIONAL HEALTH AND SAFETY**

The employer is committed to providing a safe and healthy work environment. The employer will comply with relevant State occupational health and safety laws and any relevant industry codes of practice.

The employee must take all practical steps to ensure their own safety while at work, and to ensure that no action or inaction by an employee while at work causes harm to any other person.

The employee will report to the employer as soon as possible any accidents, incidents or hazards arising during the course of employment. Any concerns in relation to the employee's safety or the safety or other in the workplace should be reported to the employer, who will take all practicable steps to provide and maintain a safe work environment.

Failure to comply with the occupation health and safety rules and procedures may result in disciplinary action.

#### **4.8 WORKPLACE ARRANGEMENTS & PROCEDURES**

##### **Induction, Training and Development**

As part of the employers' commitment to professional development, employees may be required to attend and complete training programs from time to time. The employer will meet the cost of training programs that they require the employee to undertake as part of their employment. The employer will endeavor to arrange the training at a time convenient to the employee.

##### **Staff Meetings**

An employee may be expected to attend and partake in staff meetings from time to time as part of their work. Should an employer require an employee to attend a staff meeting outside of their normal rostered hours of work the employee shall be paid at their agreed wage rate for the hours of attendance.

##### **Information**

All memos and notices will be considered to be within the scope of knowledge of the employee once posted on the staff notice board or included in an employee handbook or similar.

##### **Food Preparation and Handling**

An employee shall strictly adhere to food handling and hygiene practices according to their training and the policy guidelines as defined from time-to-time in food safety plans, procedure manuals or similar.

**Safe Working Practices**

An employee shall observe safe working practices at all times, with particular regard to lifting and stacking, in accordance with training and occupational health and safety guidelines.

**Policies**

Employees will conform to all the employer's policies and procedures as outlined in their induction and ongoing training, as posted on staff notice board or included in an employee handbook or similar.

## SIGNATURES OF THE PARTIES

### Employer

Company Name: .....

Address: .....

.....

and

### Employee Representative

Name: .....

Address: .....

.....

### FOR THE EMPLOYER:

Name in full (printed): .....

Signature: .....

Position: .....

Date: .....

#### Witnessed By:

Name in full (printed): .....

Signature: .....

Date: .....

### FOR THE EMPLOYEE REPRESENTATIVE:

Name in full (printed): .....

Signature: .....

Date: .....

#### Witnessed By:

Name in full (printed): .....

Signature: .....

Date: .....

Date: .....

## ATTACHMENT ONE

## Traineeship Skill Level B Certificates I and II

Please note: These rates of pay are only applicable to new employees beginning their employment as a Trainee. Any current employee who undertakes a traineeship will not receive any deduction in pay as a result of beginning a traineeship.

Applies to  
Full Time Trainees; and  
Part Time Trainees (training provided On-The-Job)

WAGE LEVEL B – Basic Periodic Rate of Pay			
Highest year of schooling completed	Year 10	Year 11	Year 12
School Leaver			
Plus 1 year out of school			
Plus 2 years			
Plus 3 years			
Plus 4 years			
Plus 5 years or more			

Applies to  
Part Time Trainees (training provided Off-The Job)

WAGE LEVEL B – Basic Periodic Rate of Pay			
Highest year of schooling completed	Year 10	Year 11	Year 12
School Leaver			
Plus 1 year out of school			
Plus 2 years			
Plus 3 years			
Plus 4 years			
Plus 5 years or more			



## **Traineeship Skill Level B Certificate III**

Please note: These rates of pay are only applicable to new employees, beginning their employment as a Trainee. Any current employee who undertakes a traineeship will not receive any deduction in pay as a result of beginning a traineeship.

Applies to  
Full Time Trainees; and  
Part Time Trainees (training provided On-The-Job)

<b>WAGE LEVEL A – Basic Periodic Rate of Pay</b>			
Highest year of schooling completed	Year 10	Year 11	Year 12
School Leaver			
Plus 1 year out of school			
Plus 2 years			
Plus 3 years			
Plus 4 years			
Plus 5 years or more			

Applies to  
Part Time Trainees (training provided Off The-Job)

<b>WAGE LEVEL A – Basic Periodic Rate of Pay</b>			
Highest year of schooling completed	Year 10	Year 11	Year 12
School Leaver			
Plus 1 year out of school			
Plus 2 years			
Plus 3 years			
Plus 4 years			
Plus 5 years or more			

ATTACHMENT TWO

**[Business Name]****ELECTION TO CASH OUT ANNUAL LEAVE**

I, ....., elect to cash out (be paid for) ..... day/s of my current annual leave entitlement.

In making this election, I acknowledge that;

- In electing to cash out a portion of my annual leave, I give up my entitlement to take that amount of annual leave;
- The rate of pay at which my cashed out annual leave will be paid to me will be at least the rate of pay I receive at the time of making this election;
- I cannot cash out more than 2 weeks annual leave within a 12 month period (or the equivalent proportionate entitlement for part-time employees);
- My employer will deduct the amount of annual leave I have cashed out from my accumulated annual leave balance;
- My employer has not required me to cash-out an amount of annual leave; and
- My employer has not placed any undue influence or undue pressure on me to make a decision about whether or not to cash-out a portion of my annual leave entitlement.

**EMPLOYER DETAILS:**

Name in full (printed): .....

Signature: .....

Position: .....

Date: .....

**EMPLOYEE DETAILS:**

Name in full (printed): .....

Signature: .....

Date: .....

Released under the  
Freedom of Information Act  
by the Fair Work Ombudsman

## ATTACHMENT THREE

**[Nikos Tavern]****EMPLOYEE DECLARATION OF PREFERRED WORKING HOURS**

I, ....., declare that the hours of work listed below are my preferred working hours for my employment with ....., and acknowledge that the employer will make every effort to ensure that the I am able to work the preferred hours below.

In making this declaration I acknowledge that my employer has not placed any undue influence or undue pressure on me in selecting the preferred working hours listed below.

Day of the Week	Starting Time	Finishing Time	Additional Notes
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

**Additional Comments:**

**EMPLOYER DETAILS:**

Name in full (printed): .....

Signature: .....

Position: .....

Date: .....

**EMPLOYEE DETAILS:**

Name in full (printed): .....

Signature: .....

Date: .....

## Employer Declaration Form – Undertaking to vary a collective agreement in response to the Fairness Test

The employer's declaration applies to the undertakings to vary an: (Please mark the relevant type of collective agreement with an 'x')

- ☒ employee collective agreement  
☐ union collective agreement  
☐ employer greenfields agreement  
☐ union greenfields agreement

The employer makes this declaration and gives the undertaking under caution that the provision of any information or document to the Workplace Authority the employer knows to be false or misleading is a serious offence under the *Criminal Code Act 1995*. The maximum penalty is 12 months imprisonment.

### Part A: Employer's declaration

The employer party to the collective agreement which is varied by the undertaking lodged declares that:

1. The information provided in the declaration and undertaking is true and correct to the best of the employer's knowledge.
2. The undertaking to vary the agreement that is made by the employer is being lodged with this declaration form.
3. The undertaking is lodged within 14 days of the notice issued by the Workplace Authority advising that the collective agreement did not pass the Fairness Test.

### Name of person making the declaration

Family name or surname Diakopanagiotis  
 Given name(s) Nick

I am: (mark appropriate box with an 'X')

- ☒ The employer, or  
☐ A bargaining agent appointed by the employer and given authority to make this declaration.

Signature

Date of declaration

11/11/08

### PRIVACY STATEMENT

The Workplace Authority Director treats the privacy of an individual's personal information seriously. Personal information is any information that would identify a natural person.

Any personal information provided by you in the declaration form will only be used or disclosed for the purposes of sending declaration receipts, providing information to the Minister and conducting research related to the Workplace Authority Director's promotional, educational, advice and assistance functions under the *Workplace Relations Act 1996* (the Act). This information may also be disclosed to workplace inspectors appointed under the Act.

Unless you say otherwise, you may also receive information sent as part of the Workplace Authority Director's education and information function. If you wish to opt out from receiving such information, please contact the Workplace Infoline on 1300 363 264.

**Part B: Agreement and employer details**

Agreement name Nikos Tavern Employee Collective Agreement  
Agreement number 073876288  
Employer legal name The Trustee for THE P DIAKOPANAGIOTIS FAMILY TRUST  
Employer ABN 44846927129

Fax this form along with your undertaking to (02) 6275 3271.

Released under the  
Freedom of Information Act  
by the Fair Work Ombudsman

## Undertaking to vary a collective agreement in response to the Fairness Test

Undertaking relating to a collective agreement and made pursuant to s 346R of the *Workplace Relations Act 1996* for an:  
(mark the relevant type of agreement with an 'x')

- ☒ employee collective agreement  
☐ union collective agreement  
☐ employer greenfields agreement  
☐ union greenfields agreement

Agreement name                Nikos Tavern Employee Collective Agreement  
 Agreement number            073876288  
 Employer legal name        The Trustee for THE P DIAKOPANAGIOTIS FAMILY TRUST  
 Employer ABN                44846927129

I am authorised to give the following undertaking on behalf of the employer and I hereby give the following undertaking with respect to the employee(s) whose employment is covered by the above agreement: (mark one box with an 'x' and complete any additional details required.)

- ☐ the agreement(s) be amended to provide for the protected conditions without modification that have been removed or changed from that contained in the following award/s:

Job classification	Award

- ☒ increase rates of pay as outlined in the table below:

Job classification	Pay rate	Per time period
<b>Full Time</b>		
Introductory	16.53	Per Hour
Level 1	17.04	Per Hour
Level 2	17.81	Per Hour
Level 3	18.37	Per Hour
Level 4	19.40	Per Hour
Level 5	20.67	Per Hour
Level 6	21.25	Per Hour
<b>Casual (including 20% casual loading )</b>		
Introductory	18.96	Per Hour
Level 1	19.55	Per Hour
Level 2	20.43	Per Hour
Level 3	21.07	Per Hour
Level 4	22.26	Per Hour

Level 5	23.71	Per Hour
Level 6	24.38	Per Hour
<b>Apprentices</b>		
1 year 55%	10.92	Per Hour
2 years 65%	12.81	Per Hour
3 years 80%	15.63	Per Hour
4 years 95%	18.46	Per Hour
<b>Junior Full time</b>		
Introductory 17 years 60%	10.14	Per Hour
Introductory 18years 70%	11.74	Per Hour
Introductory 19 years 85%	14.13	Per Hour
Level 1 17 years 60%	10.45	Per Hour
Level 1 18 years 70%	12.10	Per Hour
Level 1 19 years 85%	14.57	Per Hour
Level 2 17 years 60%	10.91	Per Hour
Level 2 18 years 70%	12.63	Per Hour
Level 2 19 years 85%	15.22	Per Hour
Level 3 17 years 60%	11.24	Per Hour
Level 3 18 years 70%	13.02	Per Hour
Level 3 19 years 85%	15.69	Per Hour
Level 4 17 years 60%	11.86	Per Hour
Level 4 18 years 70%	13.75	Per Hour
Level 4 19 years 85%	16.57	Per Hour
Level 5 17 years 60%	12.62	Per Hour
Level 5 18 years 70%	14.63	Per Hour
Level 5 19 years 85%	17.65	Per Hour
Level 6 17 years 60%	12.97	Per Hour
Level 6 18 years 70%	15.04	Per Hour
Level 6 19 years 85%	18.15	Per Hour
<b>Junior casual (including casual loading)</b>		
Introductory 17 years 60%	11.62	Per Hour
Introductory 18years 70%	13.46	Per Hour
Introductory 19 years 85%	16.21	Per Hour
Level 1 17 years 60%	11.98	Per Hour
Level 1 18 years 70%	13.87	Per Hour
Level 1 19 years 85%	16.71	Per Hour



Level 2 17 years 60%	12.50	Per Hour
Level 2 18 years 70%	14.49	Per Hour
Level 2 19 years 85%	18.35	Per Hour
Level 3 17 years 60%	12.89	Per Hour
Level 3 18 years 70%	14.93	Per Hour
Level 3 19 years 85%	18.00	Per Hour
Level 4 17 years 60%	13.60	Per Hour
Level 4 18 years 70%	15.77	Per Hour
Level 4 19 years 85%	19.01	Per Hour
Level 5 17 years 60%	14.47	Per Hour
Level 5 18 years 70%	16.78	Per Hour
Level 5 19 years 85%	20.25	Per Hour
Level 6 17 years 60%	14.88	Per Hour
Level 6 18 years 70%	17.25	Per Hour
Level 6 19 years 85%	20.82	Per Hour

### Trainee

Level A On the Job Full Time	Year 10	Year 11	Year 12
School Leaver	7.79	8.50	10.01
Plus 1 year out of school	8.50	10.01	11.65
plus 2 years	10.01	11.65	13.47
plus 3 years	11.65	13.47	15.34
plus 4 years	13.47	15.34	
plus 5 years and more	15.34		

Level A Off the Job part Time	Year 10	Year 11	Year 12
School Leaver	9.60	10.49	12.41
Plus 1 year out of school	10.49	12.41	14.43
plus 2 years	12.41	14.43	16.70
plus 3 years	14.43	16.70	19.04
plus 4 years	16.70	19.04	
plus 5 years and more	19.04		

Level B On the Job Full Time	Year 10	Year 11	Year 12
School Leaver	7.79	8.50	9.81
Plus 1 year out of school	8.50	9.81	11.18
plus 2 years	9.81	11.18	13.05
plus 3 years	11.18	13.05	14.70
plus 4 years	13.05	14.70	
plus 5 years and more	14.70		

Level B Off the Job Part Time	Year 10	Year 11	Year 12
School Leaver	9.60	10.49	12.12
Plus 1 year out of school	10.49	12.12	13.84
plus 2 years	12.12	13.84	16.18
plus 3 years	13.84	16.18	18.25
plus 4 years	16.18	18.25	
plus 5 years and more	18.25		

☐ other equivalent compensation (provide details below)

[Provide details here of equivalent compensation]

Signed by or on behalf of the employer by

Family name or surname Diakopanagiotis  
 Given name(s) Nick  
 Position [Position]

Signature

Date

Fax this undertaking along with a completed *Employer Declaration Form - Undertaking to vary a collective agreement in response to the Fairness Test* to (02) 6275 3271.