

ENTERPRISE AGREEMENT

NO: E.A. 413 /1994

DATE REGISTERED: 20-10-94

PRICE: \$ 10.00

KELOID ENTERPRISES PTY LTD

ENTERPRISE AGREEMENT

The purpose of this enterprise's agreement is to attract, retain, reward and motivate the most consistently outstanding performers within the profession.

1. PARTIES TO THE AGREEMENT

This Enterprise Agreement is made in accordance with the Industrial Relations Act 1991. It is entered into on between employer, Keloid Enterprises Pty Ltd, whose enterprise is a Dental Surgery located at 134 Glebe Point Road, GLEBE, on the one part, and 100% of its employees on the other part.

2. TITLE OF THE AGREEMENT

This Agreement shall be known as:

"Dr A. Adey & Employees Dental Surgery Agreement 1994".

3. INTENTION

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

"Dental Assistants and Secretaries (State) Award".

To the extent of any inconsistency between the award and this Agreement, this Agreement shall prevail.

4. PERIOD OF OPERATION

This Agreement shall operate from the date it is registered (see Clause 1) and shall remain in force for a period of three years.

5. HOURS OF WORK

- a) The maximum ordinary hours of permanent employment shall not exceed 38 per week averaged over a 52-week period, and shall be worked Monday to Friday between the hours of 7:30 a.m. and 6:00 p.m. and on Saturday morning. Normal work times shall be within the span of 7:45 a.m. - 4:00 p.m. on full days, and 7:45 a.m. - 12 noon on half days. In the event of a public holiday falling on a Monday, the practice will be closed on the preceding Saturday.
- b) Employees shall be advised upon engagement the status of their employment, i.e. permanent or casual.
- c) Any hours worked in excess of ordinary hours shall be remunerated at the same rate per hour as those of ordinary hours.

6. WAGE RATE & CLASSIFICATIONS

- a) The wage rate paid to Dental Assistants and Dental Receptionists covered by this Agreement shall include full compensation for all additional payments provided under the relevant award which this Agreement has replaced and shall be inclusive on a salary sacrifice basis, of the employee's contribution to statutory award superannuation.
- b) All employees shall be paid as an adult with more than one year's experience and as recipients of the Certificate of Proficiency.
- c) The minimum hourly rate shall be \$13.00 per hour for all employees.
- d) The minimum hourly rate for a casual employee engaged on a Saturday only shall be \$15.00 per hour.
- e) Casual rates shall be inclusive of 1/12th Annual Leave.
- f) Hourly rates above agreed minimum will be by arrangement.
- g) The hourly rate shall be reviewed annually and shall remain highly competitive within the profession.

7. BONUS

A discretionary bonus based on monthly gross receipts exceeding target and on individual performances shall be paid at six-monthly intervals..

8. ANNUAL LEAVE

Annual leave shall be in accordance with the Annual Holiday Act 1944, provided that the leave periods taken by the Principal will also be taken by the employees, subject to a locum not being contracted for the same period.

9. SICK LEAVE

All permanent employees shall be entitled to one week sick pay. Any entitlement balance not taken will be utilised in the event of the Principal's own illness. Any balance not utilised in this way will be paid out as a bonus.

10. COMPASSIONATE LEAVE

Two days compassionate leave shall be granted to permanent employees upon the death of a parent, a child, a sibling or a spouse.

11. PARENTAL LEAVE

Maternity, Paternity and Adoption leave shall be granted in accordance with the Industrial Relations Act 1991.

12. PAYMENT OF WAGES

Wages shall be paid fortnightly into the employee's nominated financial institution, by electronic fund transfer.

13. TERMINATION OF EMPLOYMENT

- a) The employment of all employees may be terminated by one week's notice being given to either party.
- b) Nothing in this Agreement shall affect the right of the employer to dismiss an employee without notice for refusal of duty, inefficiency, neglect of duty or misconduct.

14. DURESS

This Agreement was not entered into under duress by any party to it.



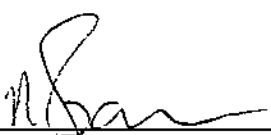
A. ADEY
DIRECTOR, KELOID ENTERPRISES PTY LTD



WITNESS SIGNATURE

11/120 Beach Street
Geelong 2034

PRINT NAME AND ADDRESS



EMPLOYEE SIGNATURE

15/5 Western Crescent
Gladesville 2111

PRINT NAME AND ADDRESS

K. White

EMPLOYEE SIGNATURE

71 RAWSON AVENUE
BEXLEY. 2207

PRINT NAME AND ADDRESS