

ENTERPRISE AGREEMENT

NO: E.A. 130 /1995

DATE REGISTERED: 19-4-95

PRICE: \$ 20-00

DATED this day of 1995

ELIZABETH IRIS ANDREWS

AND

THE EMPLOYEES OGGI HAIRDRESSING SALON

ENTERPRISE AGREEMENT

Teitzel & Partners
Solicitors
Level 12
1 Castlereagh St
SYDNEY NSW 2000

Tel: 221 5969
Fax: 235 1530
Ref: PJT

ENTERPRISE AGREEMENT

THIS AGREEMENT is made the day of 1995

BETWEEN ELIZABETH IRIS ANDREWS of
Oggi Hairdressing Salon
14 Oxford Street
PADDINGTON NSW 2021

AND THE EMPLOYEES OGGI HAIRDRESSING SALON
all care of Oggi Hairdressing Salon
14 Oxford Street
PADDINGTON NSW 2021

1. (a) This Agreement is made in respect of the Employees specified in Annexure "B" of this agreement employed at "Oggi Hairdressing Salon" located at 14 Oxford Street, Paddington and their successors as nominated from time to time.
- (b) The employees of Oggie Hairdressing Salon are employed in the following Industry trades:
 - (i) Senior Hairdresser
- (c) The parties hereto acknowledge that the Employees specified hereafter at Annexure "B" are not represented by any Union.
2. This Agreement is made subject to Section 30 of the Hairdressers &C State Award and Section 126 of the Industrial Relations Act, 1991.
3. This Agreement contains the entire terms of agreement for employment (including Annexure "A" and "B" hereof) of all of the categories of employees employed pursuant to the Hairdressers &C State Award and replaces all of the provisions of the Hairdressers &C State Award, 1993.
4. This Agreement shall commence from the date of registration and shall remain in force for a period of two (2) years.
5. This Agreement has been entered into by all parties on a voluntary basis and without any party being subject to duress.
6. All conditions of employment specified in the Conditions of Employment being Annexure "A" hereto are in lieu of the provisions of the Hairdressers &C State Award.

Handwritten signature:
J.P.W. ^{Shel}
A.

ANNEXURE "A"CONDITIONS OF EMPLOYMENT1. HOURS

Ordinary hours shall not exceed thirty-eight (38) hours over five and one-half (5-1/2) days. The span of hours for ordinary hours will be as follows:

Monday - Friday 8.00am to 9.00pm

Saturday, Sunday,
Public holidays 8.00am to 6.00pm

2. RATES OF WAGES

(a) The Employees shall be paid a weekly wage as specified for the appropriate classification referred to in Table 1 - Wages of the Hairdressers & C State Award.

(b) in addition to the wage specified in clause (a) hereof the Employees shall also be paid an additional weekly sum, which sum shall be in lieu of all other payments to which the Employees may have been entitled pursuant to the abovementioned Award. The Employees shall receive on a weekly basis the additional sum calculated in accordance with the formula specified hereunder:

(i) Fifteen per cent (15%) of the gross proceeds received from the provision of each individual employees hairdressing and salon services; and

(ii) Ten per cent (10%) of the gross proceeds of all retail sales personally made by each Employee.

3. REST PAUSE

When it conveniently can be arranged by the Employer the Employees shall be allowed a rest pause of ten (10) minutes either in the morning or in the afternoon, Monday to Sunday inclusive, at a time to be indicated by the Employer. This time shall be counted as ordinary time worked.

4. TOOLS AND EQUIPMENT

(a) The Employer shall provide all electrical equipment used by the Employees.

(b) Each Employee shall be responsible for the proper care and protection of provided tools whilst in his possession. The Employee shall replace or pay for any tools if lost or damaged through his negligence.

T4/10
" TOOLS " →

St. W. Green
[Signature]

5. ANNUAL LEAVE

The Employee shall be entitled to leave in accordance with the Annual Holidays Act, 1944.

6. ANNUAL LEAVE LOADING

- (a) In this clause the Annual Holidays Act, 1944 is referred to as "the Act".
- (b) Before the Employee is given and takes his annual holiday, or where by agreement between the Employer and Employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the Employer shall pay the Employee a loading determined in accordance with this clause. (Note: The obligation to pay in advance does not apply where the Employee takes an annual holiday wholly or partly in advance).
- (c) The loading is payable in addition to the pay for the period of holiday given and taken and due to the Employee under the Act.
- (d) The loading is to be calculated in relation to any period of annual holiday to which the Employee becomes or has become entitled under the Act, (but excluding days added to compensate for public or special holidays worked or public or special holidays falling on an employee's rostered day off not worked).
- (e) The loading is the amount payable for the period or the separate period, as the case may be stated in subclause (d) at the rate per week of 17.5 per cent (17.5%) of the appropriate ordinary weekly time rate of pay prescribed in subclause 2(a) of this Annexure.
- (f) No loading is payable to the Employee if he takes annual holidays wholly or partly in advance; provided that if the employment of such an Employee continues until the day when he or she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (e) of this clause, applying the award rates of wages payable on that day.
- (g) Where, in accordance with the Act the Employers' establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the Employee:

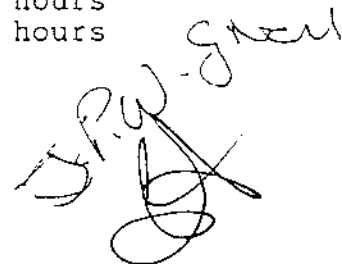
J.W. Jones
[Signature]

- (i) If an Employee is entitled under the Act to an annual holiday and is given and takes such a holiday he shall be paid the loading calculated in accordance with subclause (e) of this clause;
 - (ii) If an Employee is not entitled under the Act to an annual holiday and is given and takes leave without pay shall be paid in addition to the amount payable to him under the Act, such proportion of the loading that would have been payable to him or her under this clause if he had become entitled to an annual holiday prior to the close-down as his qualifying period of employment in completed weeks bears to 52.
- (h) (i) When employment of any Employee is terminated by his Employer for a cause other than misconduct and at the time of the termination the Employee has not been given and has not taken the whole of an annual holiday to which he or she became entitled, he shall be paid a loading calculated in accordance with subclause (e) for the period not taken;
- (ii) Except as provided by paragraph (a) of this subclause no loading is payable on the termination of the Employee's employment.

7. SICK LEAVE

- (a) If the Employee after three (3) month's service with the Employer becomes disabled by sickness or injury by accident, proof of which is given to the Employer by medical certificate or other satisfactory evidence. an Employee will notify the Employer of his absence with one (1) hour of normal commencing time where practicable. In any event, an Employee must produce a Doctor's Certificate for absences in excess of one (1) day. Such sick leave will only be paid after 3 months continuous service, provided that an employee who has taken such leave during that period will be reimbursed at the expiration of that period.
- (b) An Employee shall be entitled, without deduction of pay to absent himself from work for an aggregate of 60.8 hours of ordinary working time during the first year of employment on the following bases:

After 3 months completed service - 22.8 hours
 After 4 months completed service - 30.4 hours
 After 5 months completed service - 38 hours
 After 6 months completed service - 60.8 hours

J.P.W. - General


In the second, and subsequent years of service, the Employee will be entitled to 60.8 hours sick leave per year.

The rights under this clause shall accumulate for a period of 3 years.

- (c) The Employer shall not terminate the employment of an Employee during any period when the Employee is absent from work and entitled to leave of absence in accordance with this clause and any purported termination shall not take effect so long as the employee is entitled to leave of absence in accordance with this clause.

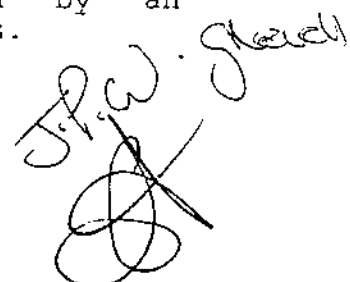
8. PARENTAL LEAVE

In addition to any entitlement under the Relations Act 1991 the Employee shall be entitled to a maximum of seven (7) day's leave, up to and including the date of the birth of a child without loss of pay on each occasion, and on production of satisfactory evidence to the Employer of the birth of a child in Australia.

9. DISPUTE PROCEDURE

- (a) The procedure for the resolution of industrial disputation will be in accordance with Section 185 of the Industrial Relations Act, 1991 of New South Wales. These procedural steps are:
- (i) An Employee is required to notify (in writing or otherwise) as to the substance of the grievance, request a meeting with the Employer for bilateral discussions and state the remedy sought;
 - (ii) A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority;
 - (iii) Reasonable time limits must be allowed for discussion at each level of authority;
 - (iv) At the conclusion of the discussion, the Employer must provide a response to an Employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy;
 - (v) While a procedure is being followed, normal work must continue;
 - (vi) An Employee may be represented by an industrial organisation of employees.

J.P.W. Gledhill



- (b) Procedure for a dispute between an Employer and the employees:
- (i) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority;
 - (ii) Reasonable time levels must be allowed for discussion at each level of authority;
 - (iii) While a procedure is being followed, normal work must continue;
 - (iv) The Employer may be represented by an industrial organisation of Employers and the Employees may be represented by an industrial organisation of Employees for the purposes of each procedure.

10. LONG SERVICE LEAVE

See Long Service Leave Act, 1955.

11. TERMINATION OF EMPLOYMENT

- (a) The provisions of this clause shall only apply to the Employees.
- (b) Employment shall be on a weekly basis and shall continue from week to week until terminated in accordance with this clause.
- (c) Employment shall be terminated by one week's notice at any time during the week by either the Employer or by an Employee or by the payment or forfeiture as the case may be of one week's wages in lieu of such notice; provided that during the first week of employment with an Employer employment may be terminated by one day's notice by either the Employer or by an Employee or by the payment or forfeiture, as the case may be, of one day's wages in lieu of such notice.
- (d) Where an Employee's period of service is less than one (1) year (calculated from the commencement of the employment) and the employment is terminated, the Employee is entitled to a pro-rata payment calculated in the following way:

Total number of weeks employed multiplied by the current gross wage and divided by 12.
- (e) This clause shall not affect the right of the Employer to dismiss any employee without notice for malingering, neglect of duty or misconduct and

J. Paul Green

in such cases the wages shall be paid up to the time of dismissal only.

- (f) Employment of part-time Employees shall be terminated by one (1) working day's notice given at any time during the week by either the Employer or by an Employee or by the payment or forfeiture as the case may be of one working day's wages in lieu of such notice.
- (g) Employment of apprentices and trainees on probation may be terminated without notice by either the Employer or Employee without any payment in lieu of notice.

J.P.W. Green

ANNEXURE "B"NAME OF EMPLOYEES:

1. Angela Maureen WILSON.
2. Justin Paul WILLIAMS.
3. Gerard Franklin NEVELL.

SIGNED this 18th day of November 1994

SIGNED by the Employer)
ELIZABETH IRIS ANDREWS)
in the presence of:)

[Handwritten signature]
.....

[Handwritten signature]
Elizabeth Iris Andrews

SIGNED by the Employees)
specified in Schedule)
"B" hereof being)
ANGELA MAUREEN WILSON)
JUSTIN PAUL WILLIAMS)
GERARD FRANKLIN NEVELL)
in the presence of:)

A.M. Wilson
Angela Maureen Wilson
J.P. Williams
Justin Paul Williams
G.F. Nevell
Gerard Franklin Nevell

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Elizabeth Iris Andrews .