

ENTERPRISE AGREEMENT

NO: E.A. 115 /1995

DATE REGISTERED: 5-4-95

PRICE: \$ 10.00

19/12/94

WAHROONGA LONG DAY CARE CENTRE ENTERPRISE AGREEMENT

BETWEEN

THE CENTRE MANAGEMENT

AND

THE CENTRE EMPLOYEES

1. ARRANGEMENT

1. Arrangement
2. Incidence and parties bound
3. Term of agreement
4. Relationship to parent award
5. Purpose of agreement
6. Hours of work and meal breaks
7. Rostered days off
8. Staff meetings
9. Payment of wages
10. Staff counselling procedure
11. Date of registration
12. Signatories

2. INCIDENCE AND PARTIES BOUND

This Agreement shall apply to all staff engaged to work with, supervise and care for children at the Centre's premises located at 37 Hewitt Avenue, Wahroonga, NSW. The Agreement will be titled the Wahroonga LDCC Enterprise Agreement-1994 and has been reached with the consent of the parties and without duress.

3. TERM OF AGREEMENT

This Agreement shall take effect from the beginning of the first full pay period to commence on or after the date of registration and shall remain in force for a period of 36 months.

4. RELATIONSHIP TO PARENT AWARD

It has been determined by the parties to this Enterprise Agreement that the agreement shall be read and interpreted wholly in conjunction with the Miscellaneous Workers - Kindergartens and Child Care Centres, &c [State] Award, provided that where there is any inconsistency, this Agreement shall take precedence.

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5. PURPOSE OF AGREEMENT

The purpose of this Agreement is to develop and maintain more secure and effective staffing procedures in the Centre in order to provide a more effective and efficient service for the mutual benefit of both staff and the children at the Centre.

6. HOURS OF WORK AND MEAL BREAKS

6.1 The actual ordinary hours of work shall be 8 hours per day, Monday to Friday between 7.30am and 6.00pm. Of this time worked, 0.4 hours per day is set aside to provide for a paid rostered day off in each 4 week work cycle.

6.2 The starting time for each staff member will be determined by the Centre Management to suit the operational needs of the Centre.

6.3 Meal and rest pause breaks will be taken to suit the circumstances of the Centre on a daily needs basis. As a guide, such meal and rest pause breaks will be:

Morning tea - Paid break of 15 minutes,
Lunch - Normally a break of 1 hour for which
30 minutes will be paid time,
Afternoon tea - Paid break of 15 minutes.

7. ROSTERED DAYS OFF

Providing suitable work is available, an employee may elect to work on their rostered day off and in this regard, all time worked will be paid for at ordinary time rates of pay. Payment for such time worked will be in addition to wages "banked" for the purpose of RDO's by the Centre on the employees behalf.

8. STAFF MEETINGS

Members of staff acknowledge the need to attend all staff meetings for the benefit of all concerned. Such meeting/s are usually held outside normal hours and should not exceed the equivalent of 3 hours per month. Staff will be permitted to take equal time off at a mutually agreed time during the week/s following the meeting/s.

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9. PAYMENT OF WAGES

It is agreed that the Centre reserves the right to pay wages to all employees by electronic funds transfer [EFT]. Banking and government charges associated with EFT are the responsibility of each staff member.

10. STAFF COUNSELLING PROCEDURE

With the object of retaining good employer/employees relations, no employee will be dismissed [except for misconduct which would justify instant dismissal] unless the following procedures have been followed:

10.1 Counselling: If Management considers a member of staff to be unsatisfactory for any reason, the employer shall inform the employee of the unsatisfactory nature of the employee's service and allow the employee the right to respond. If the employee so requests, a witness of his choosing may be present. The nature of the unsatisfactory service will be committed to writing.

10.2 First Warning: If the employee in the opinion of the employer continues to be unsatisfactory, the company shall again discuss with the employee, in the presence of a witness if requested, the unsatisfactory nature of the employee's service and advise the employee that continuation of such unsatisfactory service will lead to dismissal. Again, the nature of the unsatisfactory service will be committed to writing.

10.3 Second Warning: If after one written warning the employer considers the employee to still be unsatisfactory, then the employee may render him/herself liable for dismissal in the presence of an appropriate witness.

11. DATE OF REGISTRATION

This **Enterprise Agreement** shall take effect from the first complete pay period to commence on or after 1994.

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12. SIGNATORIES

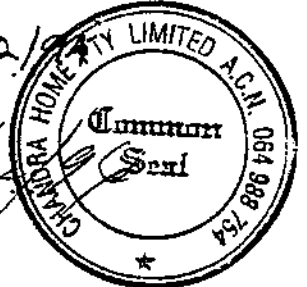
Signed for and on behalf of Wahroonga Long Day Care Centre

..... *M. Chandler*
MANAGER

23/12/94
DATE

..... *A. Ward*
WITNESS

23/12/94
DATE



Signed by the Staff of the Wahroonga Long Day Care Centre

..... *Pam Lowe*
EMPLOYEE

23/12/94
DATE

..... *[Signature]*
EMPLOYEE

23/12/94
DATE

..... *Nure Nigam*
EMPLOYEE

23/12/94
DATE

..... *Kathleen M. Sumner*
EMPLOYEE

23/12/94
DATE

..... *W.C. McCoy*
EMPLOYEE

23/12/94
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EMPLOYEE

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