

# ENTERPRISE AGREEMENT

NO: E.A. 315 /1995

DATE REGISTERED: 6-9-95

PRICE: \$ 10.00

24/5/95

**EARLWOOD UNITING CHURCH PRE-SCHOOL**  
**ENTERPRISE AGREEMENT - 1995**

BETWEEN

**EARLWOOD UNITING CHURCH PRE-SCHOOL**

AND

**EMPLOYEES**

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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
- 7A. Dispute procedure
- 7B. Staff poor performance/counselling procedure
8. Signatories

2. **INCIDENCE AND PARTIES BOUND**

- 2.1 **The Parties:** This Enterprise Agreement is made pursuant to Chapter 2, Part 3, Division 2 of the New South Wales Industrial Relations Act, 1991, and entered into on the 1995 between the Earlwood Uniting Church Pre-school and staff classified pursuant to sub-clause 2.3 herein of this Agreement which has been reached with the consent of the parties and without duress.
- 2.2 **The Enterprise:** The enterprise for which the Agreement is reached is the pre-school known as Earlwood Uniting Church Pre-school, operating from their premises located at 447 Homer Street Earlwood, NSW 2206.
- 2.3 **The Occupations:** This Enterprise Agreement relates to the classifications of Child Care Worker, Grades 1,2, 3 and 4.

PR

K.K

A. J.

K.A

M.V.

DB

CP.

P.A.

Jaw.

E. UNITING CHURCH PRE-SCHOOL ENTERPRISE AGREEMENT - 1995

3. SCOPE OF AGREEMENT

This Agreement shall take effect from the date of registration and operate from 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 Agreement that the Agreement shall be read and interpreted wholly in conjunction with the Miscellaneous Workers' Kindergartens and Child Care Centres [State] Award and provided that where there is any inconsistency, this Agreement shall take precedence.

5. PURPOSE OF AGREEMENT

With the object of working staff a more practicable spread of hours to suit the training requirements and financial circumstances of the school to assist those children undertaking the English Second Language and Special Needs Programs.

6. HOURS OF WORK AND MEAL BREAKS

6.1 The ordinary hours of employment for day workers shall not exceed 38 hours per week Monday to ~~Sunday, averaged over a 52 week period.~~ Friday 27.

6.2 Casual employees may be engaged for a minimum of 2 hours for each start.

6.3 The parties to this Agreement acknowledge that the day/s on which ordinary time may be worked may be changed on a week by week basis to suit the school's requirements.

6.4 Meal times will be flexible to suit the circumstances of the work requirements.

7A. DISPUTE PROCEDURE

Any grievance or dispute arising between the parties to this Agreement will be resolved in accordance with the procedure set out in Chapter 3 of the Industrial Relations Act 1991.

7B. STAFF POOR PERFORMANCE/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 criteria has been observed.

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Law  
MU  
CP  
KA  
OB  
K-ly  
PH  
P-1

Handwritten signature or initials at the bottom center: A-1

2D UNITING CHURCH PRE-SCHOOL ENTERPRISE AGREEMENT - 1995

There will be a minimum of three [3] counselling sessions, for example:

- [I] Verbal counselling with employee [file notes to be completed];
- [ii] Written letter to be prepared and given to employee;
- [iii] Written letter to be prepared and given to employee highlighting the seriousness of continued poor performance and the expectation of dismissal should the matter not be corrected.

Staff must be given specific corrective feedback that should generally include:

- A staff member must be given an opportunity to respond to any allegations;
- A record must be kept of each discussion and its subsequent employee response. It is preferable that records are signed by all parties concerned;
- A witness should always be present to verify that the counselling took place together with the subject discussed;
- The onus of proof in establishing a valid reason for termination rests with the employer. The performance problem must be advised to the staff member;
- A Separation Certificate [obtainable from the Department of Social Security] must be provided if an employee is terminated [or upon request if an employee resigns].

8. SIGNATORIES

Signed for and on behalf of the Earlwood Uniting Church Pre-school

THE COMMON SEAL OF THE UNITING CHURCH IN AUSTRALIA PROPERTY TRUST (N.S.W.) was hereunto affixed on the 29th day of May 1995 pursuant to a resolution of the Trust at a duly convened meeting in the presence of:

Vicky Johnson  
MANAGER

[Signature]  
WITNESS

[Signature]  
Member

[Signature]  
Member  
29/5/95  
DATE



Signed by the employees of the Earlwood Uniting Church Pre-school

JULIE A. WATSON  
EMPLOYEE

29/5/95  
DATE

KAREN L. STACK  
EMPLOYEE

29/5/95  
DATE

**EARLWOOD UNITING CHURCH PRE-SCHOOL ENTERPRISE AGREEMENT - 1995**

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*J. Briant*  
EMPLOYEE

*26-5-95*  
DATE

*P. Kang, inf*  
EMPLOYEE

*26.5.95*  
DATE

*P. Rogers*  
EMPLOYEE

*26.5.95*  
DATE

*K. Kranjes*  
EMPLOYEE

*26.5.95*  
DATE

*Cheryl Bedeary*  
EMPLOYEE

*26-5-95*  
DATE

*S. Nunn*  
EMPLOYEE

*29.5.95*  
DATE

*A. Kimbang*  
EMPLOYEE

*29.5.95*  
DATE

*M. Vaca*  
EMPLOYEE

*29.5.95*  
DATE

EMPLOYEE

DATE

EMPLOYEE

DATE