

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/289

TITLE: The Keiraville Community Preschool Kindergarten and Childcare Centre Miscellaneous Workers Enterprise Agreement

I.R.C. NO: IRC02/3976 (N02/21)

DATE APPROVED/COMMENCEMENT: 31 July 2002

TERM: 31 July 2003

NEW AGREEMENT OR VARIATION: New

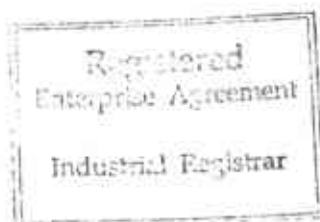
GAZETTAL REFERENCE: 20 September 2002

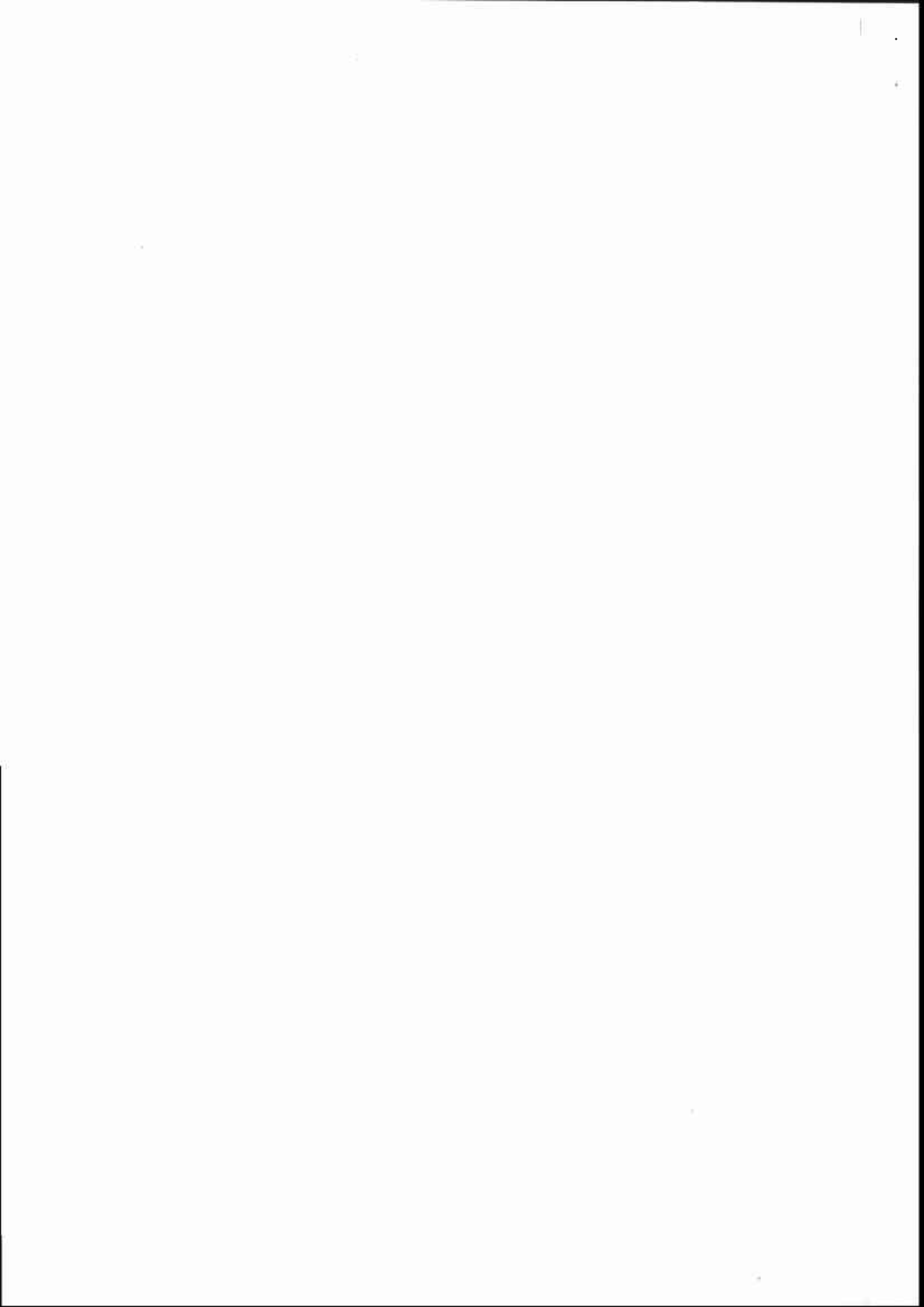
DATE TERMINATED:

NUMBER OF PAGES: 3

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies only to employees of Keiraville Community Preschool who fall within the coverage of the Miscellaneous Workers - Kindergartens and Child Care Centres, &c. (State) Award

PARTIES: Keiraville Community Preschool -&- Melanie Burrows, Kristie Field, Jennie Peters





The Keiraville Community Preschool Kindergarten and Childcare Centre Miscellaneous Workers Enterprise Agreement

1. Title of Agreement

The Keiraville Community Preschool Kindergarten and Childcare Centre
Miscellaneous Workers Enterprise Agreement

2. Parties to the Agreement

The enterprise agreement is made in accordance with:

- a) the provisions of sections 32-47 of the Industrial Relations Act 1996;
and,
- b) the Principles for approving enterprise agreements as provided by
section 33(1) of the Act.

The parties to this enterprise agreement are Keiraville Community Preschool and:

- i) Jennie Peters, Melanie Burrows and Kristie Field

3. The Enterprise

The Enterprise for which the agreement was made is Keiraville Community
Preschool, Gooyong St, Keiraville

4. Intention

This agreement shall only apply to employees under the Miscellaneous Workers
Kindergarten and Childcare Centre State Award working at Keiraville Community
Preschool

5. Duress

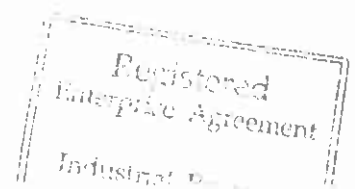
This agreement was not entered into under duress by any party to it

6. Incidence

The agreement shall regulate partially the terms and conditions of employment
previously regulated by the Miscellaneous Workers Kindergarten and Childcare
Centre State Award. Apart from the clauses specified in this agreement all other
clauses of the Miscellaneous Workers Kindergarten and Childcare Centre State
Award shall apply.

7. Term

This agreement shall operate from the date the agreement is made by the Commission
and shall remain in force for a period of one year unless varied or terminated earlier
by the provisions provided by the Industrial Relations Act 1996.



8. Anti Discrimination

The parties agree to interpret and apply the provisions of this agreement in a manner which is not in breach of the Anti-Discrimination Act 1977

9. Consultative Mechanisms

If the need should arise for consultation concerning this agreement, the Keiraville Management Committee shall be approached through the Staff Liaison Officer. If further action is required then the grievance will be forwarded, in writing, to the Management Committee and concerns dealt with through them.

The Committee will consider any grievance raised and reply to it, in writing, within 28 days.

If any employee would like to return to the Miscellaneous Workers Kindergarten and Childcare Centre State Award as it stands before this agreement, a meeting will be held immediately with all those involved to take a vote on the situation. The result will be determined via majority vote. If it is felt that this agreement is no longer suitable, return to the award can be affected immediately.

10. Enterprise Agreement – Possible Contents

This enterprise agreement only replaces Clause 12, subclause (v) of the Miscellaneous Workers Kindergarten and Childcare Centre State Award.

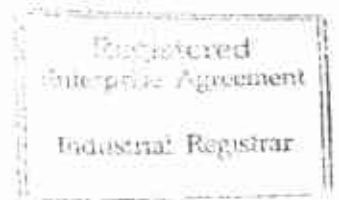
12 (v) Time off in Lieu of Overtime

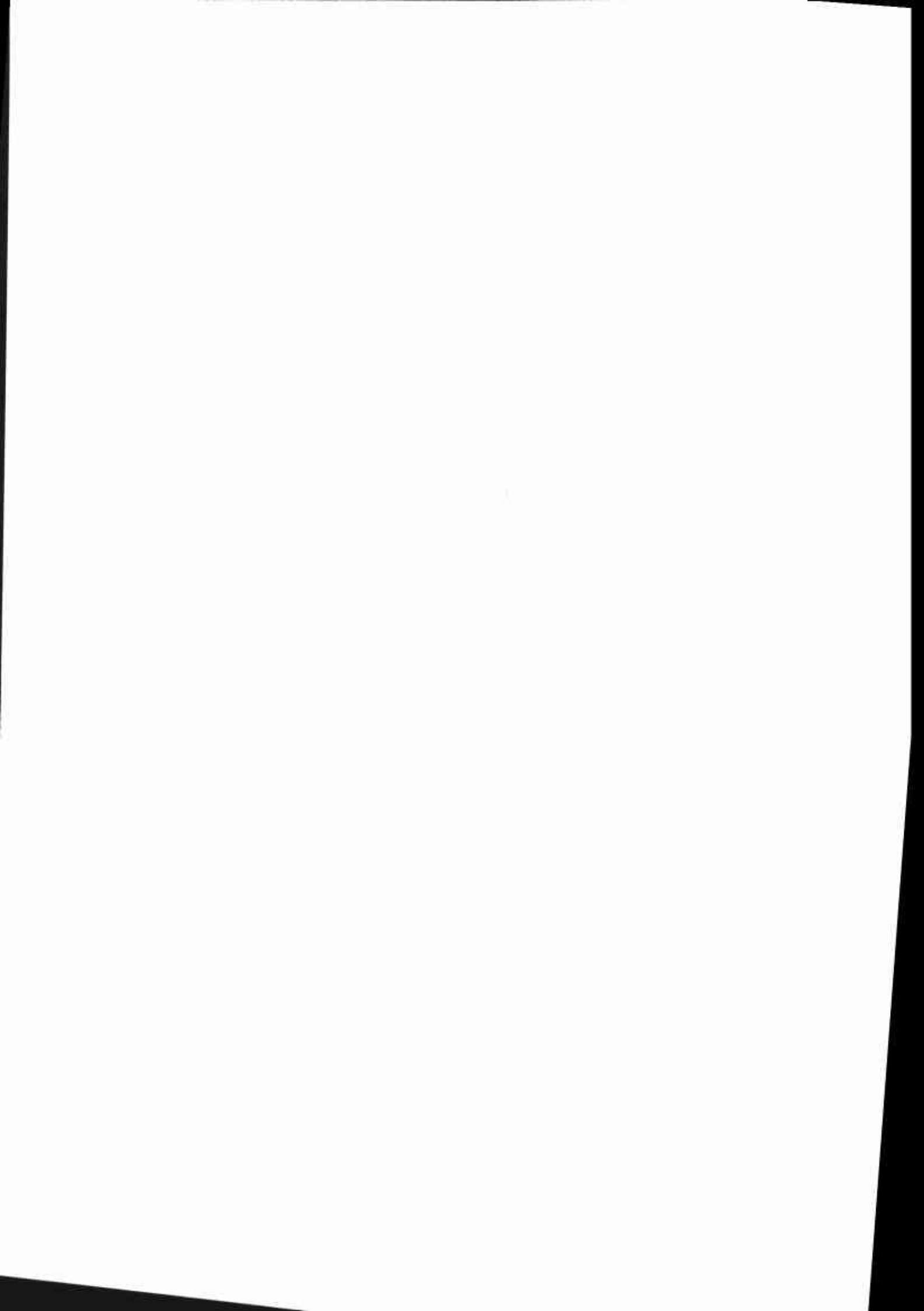
It is agreed that the employees covered by this enterprise agreement will be allowed to keep a 'bank' of hours. The purpose of this 'bank' will be to allow the employees to have access to more annual leave than the award currently allows. Employees will be permitted to 'deposit' hours during term time which they can then 'withdraw' during term breaks, hence allowing them to have this time as leave in addition to the annual leave already provided for.

One hour of time 'deposited' will be equal to 1.1 hour of time which is allowed to be 'withdrawn'. This allows for expected overtime hours throughout the term (up to a maximum of 12 hours per term)

Hours which may be 'deposited' may consist of a variety of activities which can be carried out during term periods. Examples of these activities are as follows:

- Staff Meetings
- Parent Information Meetings
- Photo Reports
- Documentation and Programming
- Inservice Training
- Ongoing Preschool Resourcing (consisting of shopping, making playdough, washing etc.)





It is acknowledged that there will be periods within the term breaks which will be compulsory attendance, hence 'deposited' hours will not be able to be used in these situations. These activities include:

- Preparation Days
- Inservicing/centre visits/sister centre visits
- Professional and Personal Development

A log will be kept of all 'deposited' and 'withdrawn' hours. This log is to be maintained by each individual covered under this agreement and should be viewed by the Director on a regular basis, that is, at least after every twenty hours 'deposited'. The Director is then able to advise on activities logged and any time issues which may arise. It is recognised that there are four term periods in which to 'deposit' hours to be 'withdrawn' in three term breaks. The fourth term break consists of annual leave currently allowed for under the award.

If the number of hours 'deposited' in the 'bank' is less than the time taken during term breaks, this is allowed for in the current award under Clause 4, Contract of Employment, Subclause (ii).

If the number of hours 'deposited' in the 'bank' is more than the time taken during term breaks, these hours will be paid out at the end of the year at the current Miscellaneous Workers Kindergarten and Childcare Centre State Award overtime rates.

It is the aim of this agreement that the hours 'deposited' will always be equal or less than the hours 'withdrawn' throughout term breaks. Hence, everything implemented by the Preschool will be working toward this end. Review of work allocation, and workload may be necessary throughout the year.

**Signed By
The Employees**

Jennie Peters



Melanie Burrows

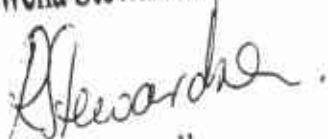


Kristie Field



The Employer (on behalf of Keiraville Community Preschool)

Rowena Stewardson



Karen Campbell

