

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/240

TITLE: Moran, Gault & Cooper Enterprise Agreement

I.R.C. NO: 99/3830

DATE APPROVED/COMMENCEMENT: 3 August 1999

TERM: 36 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 2

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged as Dental Assiatants and Secretaries located at 8 Renwick St, Wyoming and 3 King St, Ourimbah, of NSW

PARTIES: Drs A Moran, E Gault & S Cooper -&- Jenny Bates, Jennifer Bryan, Sandra Calabria, Kelly Cunningham, Danielle Green, Cherie King, Robyn Lawson, Suzanne Mumford, Alison Phillips, Tina Smith, Danielle Vilder

Registered
Enterprise Agreement
Industrial Registrar

1) TITLE OF THE AGREEMENT

The title of this agreement is the **Moran, Gault & Cooper 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 Moran, Gault & Cooper, dental surgeons and:

the employees employed by Moran, Gault & Cooper.

3) The Enterprise for which the agreement is made is Moran, Gault & Cooper, Dental Surgeons of 8 Renwick St , Wyoming and 3 King St, Ourimbah, of NSW.

4) This agreement shall apply to all employees at the above enterprise and at both locations.

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

6) INCIDENCE

Except as provided by this Agreement, the conditions of employment shall be those prescribed by the Dental Assistants and Secretaries (State) Award. Where there is any inconsistency between this Agreement and the Award, the terms of the Agreement will prevail.

7) DISPUTE RESOLUTION PROCEDURE

No dispute resolution procedure is required.

8) TERM

This agreement shall operate from the date of registration and shall remain in force for a period of three years unless varied or terminated earlier by the provisions of the Industrial Relations Act 1996.

9) CONSULTATIVE MECHANISMS

Due to the size of the enterprise, no consultative mechanisms are required.

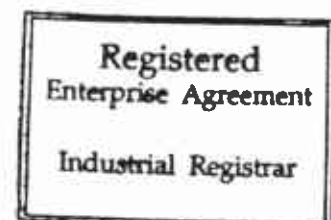
10) ANTI-DISCRIMINATION

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.

11) HOURS

i) The ordinary hours of work shall not exceed 36 per week and shall be worked between the hours of 8:00 am and 8:30 PM on Monday to Friday inclusive and between 8:00 AM and 2:00 PM Saturday. The total number of hours worked in any one week shall not exceed 36 hours without payment of overtime.

ii) One hour shall be allowed for a midday meal between 12 noon and 2:00 PM on Monday to Friday. An interval of 10 minutes shall be allowed for morning tea and ten minutes for afternoon tea and shall be counted as time worked. Morning and afternoon tea breaks to be taken as time is available rather than at a set time.



iii) Clause 4 (ii) and (iv) of the Award will not apply. (See Clause 12)

12) OVERTIME AND ALLOWANCES

i) All time worked in excess of 36 hours per week shall be paid for at the overtime rates hereinafter prescribed.

ii) Work done in excess of 36 hours per week shall be paid for at the rate of double time.

iii) Employees rostered to work or required to work for two and one half hours or more after 5:00 PM Monday to Friday inclusive or to work on Saturday shall be paid an "Unsocial Hours Allowance". This allowance shall supersede and take the place of : evening meal money, time and a quarter after 6:00 PM, Saturday allowance, double time after twelve noon on Saturday. The Unsocial Hours Allowance shall be paid in addition to the usual hourly rate and shall be paid on each occasion that the conditions are met.

iv) The Unsocial Hours Allowance will be paid at a flat rate of \$25 when applicable.

v) Clause 5 (v) of the Award will not apply.

13) SICK LEAVE

iv) Entitlement to sick pay shall be adjusted pro rata to reflect the 36 hour working week.

14) SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of Moran, Gault & Cooper

Andrew J Moran
Dental Surgeon

Ewen C Gault
Dental Surgeon

Scott C Cooper
Dental Surgeon

A. J. Moran

E. C. Gault

Scott C Cooper

Witness *[Signature]*

Witness *[Signature]*

Witness *[Signature]*

on 23rd day of June 1999.

AND,

Sandra Calabria, employee representative of the employees of Moran, Gault & Cooper.

Sandra Calabria
Dental Assistant

S. Calabria

Witness *[Signature]*

on the 23rd day of June 1999.

