

ENTERPRISE AGREEMENT

NO: E.A. 425 /1995

DATE REGISTERED: 15-12-95

PRICE: \$ 26-00

**INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES**

**Industrial Relations Act 1991**

**S. 126 - Application for Registration of an Agreement**

**(Application No.        of 1995)**

**Between**

**Hills Before & After School Care Pty Ltd**

**and**

**The Employees as Scheduled**

**HILLS BEFORE & AFTER SCHOOL CARE PTY LTD  
ENTERPRISE AGREEMENT 1995**

**Child Care Workers**

**Pre-School Child Care Industry**

**MEMORANDUM OF AGREEMENT**

**PREAMBLE**

The following terms have been agreed between the parties for terms and conditions of employment for employees of engaged in or in connection with the carrying on of a before and after school and vacation child care.

**1. TITLE**

This Agreement shall be referred to as the **Hills Before & After School Care Pty Ltd Enterprise Agreement 1995**.

**2. APPLICATION**

This Agreement shall be binding on the employees as set out in Schedule A hereof (hereinafter referred to as "the Employees"), and on Hills Before & After School Care Pty Ltd (hereinafter referred to as the "Employer") at the sites as listed in Schedule B hereof.

**3. GENERAL CONDITIONS**

The provisions of the Miscellaneous Workers Kindergartens and Child Care Centres (State) Award (New South Wales) (hereinafter called "the Award") shall apply to the Employer and the employees of the Employer except where such provisions are varied by the provisions of this Agreement.

**4. INTENT OF PARTIES**

This Agreement has been developed through a process of consultation and negotiation between the Employees and the Employer reflecting a recognition by the Employees of the needs of the Employer and a commitment by both parties to establish an efficient, productive

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and effective operation. It is the intention of the parties to provide and maintain a framework which will ensure that the spirit and substance of the Agreement endures to the benefit of all those affected by it.

To this end, the Employees and the Employer are dedicated to:

- 4.1 Establishing terms and conditions of employment based on the specific needs of the business;
- 4.2 Ensuring that the Employer's facilities operate in a manner which will enhance and optimise cost-effective excellence and performance, with changes in technology and work procedures and practices contributing to and maintaining this position;
- 4.3 Seeking continuous review and improvement in agreed measures of safety, work place and performance quality and work environment, together with employees willing to accept responsibility for outcomes in these respects;
- 4.4 Ensuring that work can be undertaken in a fully flexible manner without demarcations or limitations on performance, subject only to the restrictions imposed by individual skill and knowledge levels;
- 4.5 Establishing and maintaining open and direct communication with all employees on matters of mutual interest and/or concern;
- 4.6 Avoiding any action which disrupts or dislocates continuity of work and customer service through a commitment to a process which seeks to deal with and resolve employee concerns, of whatever type or nature, speedily and effectively through prompt, full and open communication and an agreed process of consultation and negotiation, initially less formally at the site level but, if not thereby resolved, through a formal dispute resolution procedure;
- 4.7 Establishing, supporting and maintaining standards of work performance, conduct and attendance which will maximise a safe, productive and efficient operation;
- 4.8 Further, to promoting self esteem and group morale necessary to achieving a workplace where the employees accept responsibility for their individual performance and quality of output, as well as that of the work section or enterprise as a whole. In this regard, particularly to promoting the philosophy of self-managing work teams, along guidelines established by Australian Best Practice initiatives;
- 4.9 Ensuring that employees receive a proper level of reward measured against their work performance, with opportunities for career advancement through both lateral promotional progression, together with job security and maximised quality of working life. In this regard, to establishing processes for training employees to improve skills and knowledge.
- 4.10 Establish a training program that will enhance the performance quality of all employees and provide the necessary skills for advancement through the classification structures.
- 4.11 It is the further intention of the parties that this Agreement be certified/ratified by the Industrial Registrar.

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G.Y.

5. CONTRACT OF EMPLOYMENT

5.1 Probation Period

Initial employment shall be for a fixed period of one (1) month, during which time the Employer will assess the Employees' suitability for employment. The Employer may confirm the employment provided hereunder at the end of the one (1) month probationary period, in which event service during the probationary period shall be deemed to have been service under the said employment provided hereunder.

5.2 Contract Period

The contract of employment shall expire on the closure of the Centre at the end of the period for which the Centre has contracted under a Head Contract for the provision of services (normally the end of the formal school year).

5.3 Subsequent Contracts

Employment during the second or subsequent years shall be determined by the need for staff in relation to an on-going contract for the provision of day care services, and subject to the need for staff in relation to that contract. Subject to the satisfactory performance of an employee during the previous contract period, the Employer will offer a further contract of employment for second and subsequent years, subject to requirements.

6. MINIMUM PERIOD OF ENGAGEMENT

- (i) All employees shall be engaged and paid for a minimum of two hours on any one day.
- (ii) All employees covered by this agreement shall be engaged and paid at a rate of pay provided for casual employees under the rates of pay set out in Clause 10 hereof.
- (iii) Such employees shall not be limited to an engagement period of 20 days or less with respect to work undertaken under the terms of this Agreement.
- (iv) Employees may be required to work the hours of work prescribed herein under a split shift arrangement, without payment of penalty.

(v) *PROVIDED THAT AN EMPLOYEE ENGAGED TO WORK FOR THREE HOURS OF AFTER-SCHOOL CARE SHALL BE PAID FOR A MINIMUM OF THREE HOURS IRRESPECTIVE OF WHETHER OR NOT LESS THAN THREE HOURS ARE ACTUALLY WORKED.*

*7. HOURS OF WORK.*

The span of hours provided under the Award shall not apply. Instead the hours of work shall be subject to the requirements of the Employer to provide service under the head contract. Wherever possible, the hours of work shall be provided which best suits the needs of the Employee in the context of the requirements by the Centre. This may mean that hours of work vary from week to week, subject to the demand for the Centre and subject to the particular Employee demonstrating ability to perform the work required. In the event that this means that no work is available in any one week, this will not limit the employee's entitlement to be offered further shifts under this contract for the term hereof, unless termination takes place for any proper reason. Otherwise employees shall not be required to work in excess of 40 hours per week, averaged over a 52 week period.

8. LOCATION OF WORK

Notwithstanding anything else contained herein Employees may be required to undertake work at more than one work site to meet the overall requirements under heads of contracts held by the Employer. So far as is possible, any variation to the work place of a particular employee will

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be notified in advance, and shall be arranged so far as is possible to meet the needs of the employee concerned.

**9. REQUIREMENT TO ADVISE UNAVAILABILITY**

In the event that an employee is unable to attend to work as rostered, it is a condition of employment that they give as much notice as is reasonably practicable to the person nominated for such purpose so that a replacement can be arranged.

**10. WAGE RATES**

Employees shall be classified as casual employees under the following classifications relevant to the Enterprise and shall be paid at the following rates of pay for such classification:

<u>Child Care Worker</u> Grade	Rate Per Hour
C - An unqualified employee who (without any prior experience in early childhood or child care service) is required to develop and/or maintain a developmentally or educationally based curriculum programme, and/or who may be in charge and/or responsible for the supervision of a group of children.	13.02
B - An unqualified employee who (after one year's employment in early childhood or child care service) is required to develop and/or maintain a developmentally or educationally based curriculum programme, and/or who may be in charge and/or responsible for the supervision of a group of children.	13.39
A - An unqualified employee who (after two year's employment in early childhood or child care service) is required to develop and/or maintain a developmentally or educationally based curriculum programme, and/or who may be in charge and/or responsible for the supervision of a group of children.	13.73
F - An unqualified employee who (without any prior experience in early childhood or child care service) assists in general child care duties under the direction and supervision of a Child Care Worker Grade A, B or C.	12.25
E - An unqualified employee who (after one year's employment in early childhood or child care service) assists in general child care duties under the direction and supervision of a Child Care Worker Grade A, B or C.	12.39
D - An unqualified employee who (after two year's employment in early childhood or child care service) assists in general child care duties under the direction and supervision of a Child Care Worker Grade A, B or C.	12.53
G - An unqualified employee who (after three year's employment in early childhood or child care service) assists in general child care duties under the direction and supervision of a Child Care Worker Grade A, B or C.	12.67

The rates of pay provided in this scale are provided on the basis that the employee has offered for work on the days on which work is available and provides for work to be performed on an average of 41 weeks per annum, subject to the availability of the employee.

These rates are inclusive of an annual leave component.

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## 11. TRAINING AND DEMONSTRATION OF ABILITY TO PERFORM WORK

Where an employee is deemed by the Employer to be deficient in work standard, the Employer (at its discretion) may offer the employee training in relation to the job tasks, which may be of up to two (2) days duration in all. Upon the completion of such training, the employee will be guaranteed work of at least five (5) days duration for each day of training undertaken. However, should any employee continue to display unsatisfactory performance, the Employer may take action to terminate the employee without further warning or commitment to further training.

## 12. SUPERANNUATION

The Employer will subscribe to an approved fund or funds, by way of the superannuation contribution prescribed under the Superannuation Guarantee Charges Act 1992 an amount which is consistent with the benefit paid to existing employees as at the date of execution hereof with respect to such employees, or at an amount which does not exceed the required minimum superannuation contribution prescribed under the said Act from time to time, whichever amount shall be the greater, PROVIDED THAT the Employer shall not be obliged to make superannuation contributions to more than one fund which together exceed 12%.

## 13. DISPUTE SETTLING PROCEDURES

13.1 in order to promote speedy, effective and informal resolution of problems it is agreed that the employee with a grievance will first discuss the matter with the immediate supervisor and every effort should be made to resolve it at this early stage. The immediate supervisor will respond to the employee's grievance as soon as possible, and unless there are exceptional circumstances, within 24 hours.

13.2 It is recognised that not all problems will be resolved in this manner. Therefore the following formal procedure for the resolution of problems is agreed.

**Stage 1:** If the issue is not resolved informally between the employee and the immediate supervisor, the employee may then seek advice from an their nominated representative and together they may approach the immediate supervisor.

**Stage 2:** If the issue is not resolved at Stage 1, the employee and their representative will confer with the immediate supervisor and site management.

**Stage 3:** If the matter remains unresolved the employee and their representative may request the matter be referred to an independent mediator for resolution.

The parties will request the arbitrator to determine positively in favour of either the Employer or the grievant after taking into account any common ground achieved between the parties.

**Stage 4:** The Employer and the Employees are totally committed to resolving grievances within the above stages. However, if the matter cannot be settled by the parties they will agree to maintain the status quo and refer the matter to the New South Wales Industrial Relations Commission for decision which will be binding on and accepted by all parties.

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13.3 In making the above commitments the parties recognise that in exercising the Employer's right to manage and to decide finally on the operation of the business, it must take due account of the undertaking of the Employees to continue normal work while the matter in dispute is being resolved through the agreed procedures. The Employer recognises and accepts that there will be circumstances when the implementation of a contested management decision may be delayed, pending the finalisation of the matter under the agreed procedures. The Employees recognise and accept that in some cases, dismissal for gross misconduct for example, implementation of the decision may occur prior to the commencement or finalisation of the agreed procedures. In these circumstances the dispute resolution procedure allows management's action to be reviewed promptly by the parties and, ultimately if necessary, by the New South Wales Industrial Relations Commission, whose decision will be accepted by all.

#### 14. NO EXTRA CLAIMS

It is a term of this Agreement that the Employees will not pursue during the currency of this Agreement, any extra claims, award or overaward, except where consistent with the principles determined by the New South Wales Industrial Relations Commission.

#### 15. DECLARATION

15.1 This Agreement has been negotiated through extensive consultation between the Company representatives and the Employee representatives on behalf of all employees. The content of the Agreement has been canvassed between the parties and the employees concerned, or potentially concerned. All parties entering into this Agreement, or affected by its coverage, have done so with full knowledge as to its content, the effect of implementation of its provisions and the effect of certification hereof.

15.2 The parties declare that this Agreement:

- (i) Is not contrary to public interest;
- (ii) Is not unfair, harsh or unconscionable to any relevant person, or potential relevant person;
- (iii) Was at no stage entered into under duress; and
- (iv) Reflects the interests and desires of the parties and the persons covered by or potentially covered by the Agreement.

#### 16. MONITORING COMMITTEE

A Monitoring Committee which shall include nominated employees together with representatives of the employer, shall be formed to:

- (i) Ensure the correct application of this Agreement, particularly in the light of the provisions of the Miscellaneous Workers Kindergartens and Child Care Centres (State) Award.
- (ii) Further measures to be considered for implementation consistent with the commitment of the parties to bring about further structural efficiency, or with a view to modernising this Agreement.

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*G.M.*

- (ii) Further measures to be considered for implementation consistent with the commitment of the parties to bring about further structural efficiency, or with a view to modernising this Agreement.

In the event that a difficulty or disagreement arises over any matter being considered by the Committee, it may be referred and dealt with as a dispute pursuant to the procedures set down herein. For purposes of advancing the interests of the parties, any issue of relevance to the operations of the Employer, or of the employees, may be considered by the Committee, with no reasonable limit placed on the agenda for such consideration.

**17. OPERATIVE DATE**

*C. C. C.*  
 This Agreement shall commence <sup>from the date of registration hereof</sup> on the ~~18th~~ day of ~~August~~ 1995 and shall continue in force for a period of 12 months:

The parties have signed hereto on the *18th* day of *Sept* 1995.

For and on behalf of Hills  
 Before & After School Care  
 Pty Ltd by authority of  
 the Board )

*J. Stone J.P.*  
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Witness: *[Signature]*  
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By the employees employed at the )  
 sites of Hills Before & After )  
 School Care Pty Ltd whose )  
 employment is covered by this )  
 Agreement as scheduled hereto: )

*D. Noonan*  
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 (name)

*[Signature]*  
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 (name)

*[Signature]*  
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 (name)

*H. Bennett*  
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 (name)

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*G. Y. Y. Y.*  
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*G. L. L. L.*  
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*E. Adams.*  
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*D. Anderson*  
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*L. Lord*  
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(name)

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(name)

G. Y.

b. c. k.

*[Signature]*

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*W. G. Carlson*

(name)

*Phillips*

(name)

*P. J. Mathews*

(name)

*Amanda Boon*

(name)

*E. Seisic*

(name)

*Anne Casha*

(name)

*Helen Murphy*

(name)

*D. Madden*

(name)

*G. Masto*

(name)

*J. Rose*

(name)

*C. J. Roseworth*

(name)

*A. Lewis*

(name)

*K. Latham*

(name)

*D. Hurot*

(name)

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Susan Hurst  
(name)

Witness:

[Signature]

Patricia Hawkey  
(name)

WITNESS

[Signature]

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## SCHEDULE A

### LIST OF INDIVIDUAL EMPLOYEES SIGNATORY TO THE AGREEMENT

COLLEEN MORROW	61 Munro Street Baulkham Hills NSW 2153
DANIELLE ANDERSON	25 Edward Street Northmead NSW 2152
IRENE DAVIDSON	10 Raynor Place Baulkham Hills NSW 2153
SHARON ANNE BORG	1/62 Oxford Street Epping NSW 2121
ANNE CASHA	26 Boronia Street Wentworthville NSW 2145
DENNIS HURST	4 Woolisia Avenue Baulkham Hills NSW 2153
MICHELLE PARKER	42 Valerie Street Baulkham Hills NSW 2153
SANDRA O'MARA	5 Moona Avenue Baulkham Hills NSW 2153
AMANDA BOON	5 Clarissa Place Castle Hill NSW 2154
ELIZABETH SERISIER	45 Stevens Street Pennant Hills NSW 2120
JULIE BURGE	19 Malvern Avenue Baulkham Hills NSW 2153
GLADYS LATHAM	19 Vanessa Avenue Baulkham Hills NSW 2153
PENNY GODFREY	12 Laloki Street Seven Hills NSW 2147
ROSANNE LATHAM	19 Vanessa Avenue Baulkham Hills NSW 2153
KELLIE BENNETT	38 Ursula Street Winston Hills NSW 2153
LORNA FORD	Lot 26 St James Road Vineyard NSW 2765

TRYNTJE SEHLHOFF	4 Invergowrie Close West Pennant Hills NSW 2125
CAROLE ADAMS	3 Kalimna Drive Baulkham Hills NSW 2153
GOKSAL YUSEL	7 Illoca Place Toongabbie NSW 2146
KIM FORWARD	162 Baulkham Hills Road Baulkham Hills NSW 2153
PATRICIA ANN MATHEWS	2 Cliff Avenue Winston Hills NSW 2153
DIANE PHILLIPS	37 Becky Avenue North Rocks NSW 2151
GORAL MUSTAFA	32 Farrington Street Minchinbury NSW 2770
DIANNE MADDEN	21 Winnipeg Street Seven Hills NSW 2147
HELEN MURPHY	32 Charles Street Baulkham Hills NSW 2153
JENNIFER TUCKERMAN	4 Coomalie Avenue Castle Hill NSW 2154
RITA SCALA	2 James Cook Drive Kings Langley NSW 2147
COLLEEN ROSEWARNE	1 Rausch Street Old Toongabbie NSW 2146
DOREEN NOONAN	67 Pembroke Street Cambridge Park NSW 2747
PATRICIA MARGARET HAWKING	59 Grandview Drive Mt Riverview NSW 2774
KELLIE BETH CONNOLLY	5 Acres Place Bligh Park NSW 2756
SUSAN HURST	4 Woolisia Place Baulkham Hills NSW 2153
ASHLEY LEWIS	23 Thomas Street Northmead NSW 2152

**SCHEDULE B**

**ADDRESSES AT WHICH THE ENTERPRISE IS CARRIED OUT**

Baulkham Hills North Primary School  
Girralong Avenue  
Baulkham Hills NSW 2153

Crestwood Primary School  
38 Peel Road  
Baulkham Hills NSW 2153

Excelsior Primary School  
Rondelay Drive  
Castle Hill NSW 2154

Jasper Road Primary School  
Jasper Road  
Baulkham Hills NSW 2153

Kings Langley Primary School  
68 Isaac Smith Parade  
Kings Langley NSW 2147

Oakhill Drive Primary School  
Oakhill Drive  
Castle Hill NSW 2154

Our Lady of Lourdes Primary School  
Oakland Avenue  
Baulkham Hills NSW 2153

Winston Heights Primary School  
Buckleys Road  
Winston Hills NSW 2153

Toongabbie West Primary School  
Ballandella Road  
Toongabbie NSW 2146