

# ENTERPRISE AGREEMENT

NO: E.A. 194 /1996

DATE REGISTERED: 4-7-96

PRICE: \$ 22-00

***ENTERPRISE  
DEVELOPMENT  
AGREEMENT***

***1996***

***PLAYDAYS PRE - SCHOOL &  
LONG DAY CARE CENTRE.***

## 1./ TITLE OF THIS AGREEMENT

This agreement will be known as the Playdays Pre- School and Long Day Care Centre Enterprise Development Agreement 1996.

## 2./ PARTIES TO THIS AGREEMENT

This Enterprise Agreement, made pursuant to the provisions of sections 115 - 145 of the Industrial Relations Act 1991. The agreement was entered into in good faith and without duress by any party to it between:

- R.J.Mobbs and Associates Pty Ltd (A.C.N. 002142261)

and

- The staff of Playdays Pre- School and Long Day Care Centre at Corner Rosa St. and Welby Terrace, Quakers Hill in the State of New South Wales engaged in the occupations of childcare worker, cook, teacher and teacher/director.

## 3./ PURPOSE OF THIS AGREEMENT

The purpose of this agreement is to guide the parties in terms of obligations they have towards each other in such a way that:

- the personal growth and career aspirations of staff are met.
- fairness and flexibility are the keynotes, and
- the business grows in capability by providing quality child care services

so that the interests of stakeholders including children, parents, staff, government authorities and the wider community are best served.

## 4./ PERIOD OF OPERATION

The terms of this agreement will operate for two years from the date of registration. The parties agree to terminate this agreement effective from the date of registration of a new agreement in accordance with S. 124 of the Act.

## 5./    WORKPLACE CULTURE

The 'Playdays' culture will be a function of all staff, whether part-time, job- share or full- time, having a clear focus on:

- the care, health and well- being of children
- a responsiveness to the legitimate needs of our customers - the children and their parents
- a sharing of the work load within the team
- professionalism and continuous improvement
- flexibility and responsiveness, such that it is reasonable for any staff member to ask another for assistance and to expect it will be given
- caring for and supporting each other
- saying it as you see it but without offending others
- learning from others and helping others to learn, and
- working in such a way as to enable Playdays to sustain a reputation as a top quality childcare service provider.

Above all else, will be the care, health and well- being of the Centre's children.

## 6./    WORK ORGANISATION

### (1) General

The hours of operation of the Centre are 7:00 am to 6:00 pm and individual hours of work will be organised to suit those demands.

This agreement excludes the provision of a scheme for rostered days off.

Rosters to enable the proper coverage by staff of each age-groups room will be by agreement.

**(2) Full-Time Staff**

***(a) Ordinary Hours of Work***

The ordinary hours of work expected of any staff will not exceed 37.5 hours per week, averaged over three months.

Staff commencing at/or prior to 9:00 am will have a <sup>20 minutes</sup> ~~1/4 hour~~ paid break in the morning and a 1/2 hour unpaid break for lunch.

Staff commencing after 9:00 am will have a <sup>20 minutes</sup> ~~1/4 hour~~ paid break in the afternoon and a 1/2 hour unpaid break for lunch.

***(b) Extra Hours Of Work***

If for reasons associated with an unplanned absence by a staff member or any other emergency situation requiring extra time to be worked, then that will be at ordinary time rates or the equivalent amount of time off work may be taken at a mutually agreed time.

**(3) Job Share / Part-time Staff**

'Job Share' means a mutually agreed arrangement, by which a substantive job is shared in terms of tasks performed and the time on the job.

'Part-time' means working a reasonably regular number of hours, consistently less than 37.5 a week.

**(4) Kitchen Staff**

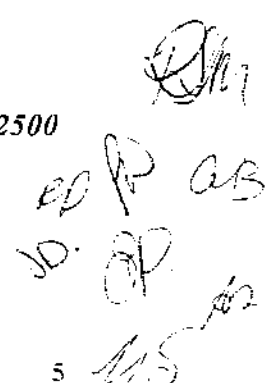
The hours of staff working in the kitchen will be <sup>5.5</sup> ~~5~~ hours per day which will include time to purchase food supplies.

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R. J. D.   
OP. 1/2 R. J. M.   
as AD

## 7./ SALARY STRUCTURE

The annual salary ranges for job categories are as follows:

<u>Job Category</u>	<u>Minimum Rate</u>		<u>Competency Increments</u>			<u>Top Of</u>
	<u>on Commence</u>					<u>Range</u>
	<u>-ment</u>					
	Level 1	Level 2	Level 3	Level 4	Level 5	
	\$	\$	\$	\$	\$	
<b>1. CHILDCARE WORKER</b> <b>(UNQUALIFIED)</b>						
(a) Junior - 18 Years or less	17000	17250	17500	17750	18500	
(b) Adult - Part-Time	21450	22000	22600	23250	24000	
(c) Adult - Full-Time	21450	22000	22600	23250	24000	
<b>2. COOK</b>	21450	22000	22600	23250	24000	
<b>3. CHILDCARE WORKER -</b> <b>(QUALIFIED)</b>						
Qualified with Certificate or associate Diploma in Childcare from TAFE or similar Institute or with Certificate in Nursing	23500	24250	25250	26750	28000	
<b>4. EARLY CHILDHOOD</b> <b>TEACHER</b>						
Qualified with 3 or 4 year Diploma or degree in Early Childhood Studies from a University.	27750	30000	32500	35500	<del>38500</del> 38000	
<b>5. TEACHER</b> <b>/ DIRECTOR</b>	32000	34250	36750	40000	42500	


  
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8./ SALARY ADMINISTRATION

(1) Pay Method and Period

Payment of salaries will be by electronic funds transfer to a staff members' bank account each fortnight. The pay week ends on a Friday and funds will be available not later than the next day.

(2) Salary Ranges

A salary range will apply to each job category meaning that a person's actual salary will fall within that range.

The salary ranges will be adjusted from time to time to reflect general community-wide movements in salaries.

(3) Salary Increments

Salary increments from Level 1 to 5 are based on a person's contribution to the Centre. That is measured by an assessment of the person's performance against specific displayed competencies. That measure will be made at not more than yearly intervals.

On commencement, a person's salary will be at the minimum of the range as Level 1 assumes competence in the job. However it may be set at a higher level depending upon the training and experience the person brings to the job.

Normally a person will not move more than 2 salary levels in the first year of employment at the Centre.

Additional performance criteria may be added at any time.

(4) Competency Units and Salary Progression

The competencies for each job category together with the salary progression mechanism are detailed in Attachment No. 1 to the application lodged with the Industrial Registry, which attachment is available to all staff members.

9./ LEARNING

Playdays will be a Centre recognised as one in which there is a focus on learning and developing. This will be achieved through a continual focus on -

- supporting each other in improving the way tasks are accomplished.
- allowing people to learn from each other

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- applying new learnings
- valuing the experience associated with working with children in different age ranges
- in-service activities
- short- term exchanges with staff from other centres operating at least to the standard of Playdays, and
- benchmarking with other centres.

To assist staff development, time off on pay will be available for attendance at examinations in respect of subjects relevant to childcare.

### 10./ SICK LEAVE

Sick leave is designed to protect the health of staff and also of the parents and children attending the Centre.

Up to 10 days leave per annum (non-accumulative) may be used on account of a person's own illness or to care for those who are dependant upon them. Not less than 5 days per annum is assigned to the personal illness of the staff members.

Additional days of sick leave will be available depending upon individual circumstances.

Part days may be taken as sick leave.

### 11./ PUBLIC HOLIDAYS

Staff are entitled to the following public holidays:

- New Years Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Monday
- ANZAC Day
- Queen's Birthday
- Labour Day
- Christmas Day
- Boxing Day

and any other day proclaimed as a general holiday throughout the State.



## 12./ ANNUAL LEAVE

As to annual leave, the provisions of the NSW Annual Holiday Act will apply.

Each member of staff, is entitled to 4 weeks annual leave each year, with part-time staff receiving a pro-rate amount.

The Centre will close down at Christmas and accordingly, it is agreed that period of two weeks will be taken as leave.

Any further leave entitlements are to be at a time to suit the individual staff members' needs, except to the extent that the absence of two qualified people at the same time would jeopardise the proper staffing of the Centre.

## 13./ LONG SERVICE LEAVE

The NSW Long Service Leave Act will apply.

## 14./ PARENTAL LEAVE

The NSW Industrial Relations Act 1991 will apply.

## 15./ JURY SERVICE

A person required to attend for jury service will be provided with "make-up" pay to ensure no loss of earnings.

## 16./ GRIEVANCE PROCEDURE

Should a staff member have a grievance or concern, they will endeavour to resolve it within their own authority or capacity.

If the matter is not settled it is to be taken up with the Director.

If again, the matter is not settled both parties are to agree on the appointment of an external mediator who will assist a resolution of the differences.

## 17./ CONSULTATION

Any operational issue will be the subject of consideration at regular staff meetings.

Those meetings will be held immediately after the Centre closes and all staff are invited to attend.

Their purpose is to address general staff concerns as well as those of parents and children and to focus on areas for continuous improvement.

It is intended that all issues agreed upon will be acted upon.

### 18./ SUPERANNUATION

A contribution of 5% of an eligible person's gross wage(or such other amount determined from time to time by the Australian Government) will be paid into the approved superannuation plan conducted by G.I.O. Australia.

The sum paid into the G.I.O. fund will be retrospective to the date of each person's commencement with Playdays.

### 19./ COVERAGE OF AGREEMENT

It is the intention of the parties that this agreement wholly replaces the following awards:

- Teachers ( Non- Government Early Childhood Service Centres Other than Pre-Schools) (State) Award,
- Miscellaneous Workers' - Kindergartens and Child Care Centres, Etc. (State) Award,

or any other award that might be deemed to apply.

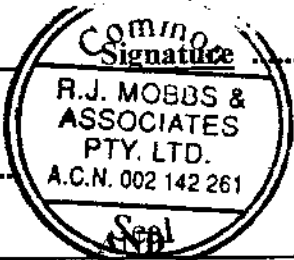
**SIGNATORIES TO AGREEMENT**

Signed for and on behalf of  
R. J. Mobbs & Associates Pty. Ltd.

Name: R.J. Mobbs Witness: T Kaplan

Signature: [Signature] T Kaplan

DATE: 9/4/96



STAFF MEMBER

WITNESS

1. Name (print) Jo-Anne Samuels

Signature [Signature] [Signature]

Date: 9.4.96

2. Name (print) Rita Desira JoAnne Samuels

Signature [Signature] [Signature]

Date: 9.4.96

3. Name (print) Johanna Duncan

Signature [Signature] [Signature]

Date: 9.4.96

4. Name (print) Judy Pentland

Signature [Signature] [Signature]

Date: 9.4.96

STAFF MEMBER AND WITNESS

5. Name (print) Rebecca Shelley  
Signature RShelley  
Date: 9/4/96

6. Name (print) ALISON BELCASTRO  
Signature Alison Belcastro  
Date: 9/4/96

7. Name (print) Anna Said  
Signature Anna Said  
Date: 9-4-96

8. Name (print) Una Samuels  
Signature U Samuels  
Date: 9-4-96

9. Name (print) .....  
Signature .....  
Date: .....

10 Name (print) .....  
Signature .....  
Date: .....