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ENTERPRISE AGREEMENT NO: EA98/54

TITLE: Teachers Employed by Baulkham Hills Pre-School Kindergarten Inc

I.R.C. NO: 97/6970

DATE APPROVED/COMMENCEMENT: 4 February 1998

TERM: 12 months

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA 305/94 and EA 287/95

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 8

**COVERAGE/DESCRIPTION OF
EMPLOYEES:** Teachers and Teacher Directors employed by Baulkham Hills Pre-School Kindergarten Inc.

PARTIES: Baulkham Hills Pre-School Kindergarten Inc -&- New South Wales Independent Education Union

ENTERPRISE AGREEMENT

FOR

TEACHERS EMPLOYED BY BAULKHAM HILLS PRE-SCHOOL KINDERGARTEN INC

Arrangement

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1. Parties to the Agreement

This agreement is made between the Baulkham Hills Pre-School Kindergarten Inc. (The "Pre-School") and the NSW Independent Education Union (the "IEU") a registered industrial union of employees.

2. Scope of the Agreement

This agreement shall apply to teachers and teacher directors employed by the Pre-School at or after the date of registration of the agreement.

3. Philosophy

The Pre-School aims to help children develop into adults who will care about people and the environment, be socially responsible, inventive and who can cope with change.

4. Award

Except as varied by this agreement, the conditions of employment of teachers and teacher directors by the Pre-School will be in accordance with the Teachers (Non Government Pre-Schools) (State) Award, (the "Award").



5. Objectives of the Agreement

In reaching this agreement, the parties have recognised:

- (i) the need to safeguard the quality of early childhood services provided by the Pre-School;
- (ii) a mutual responsibility to protect, develop and enhance the early childhood programs that currently exist in the Pre-School;
- (iii) the management structure that exists in the Pre-School as well as the professional standing of the staff in the Pre-School;
- (iv) the need to maintain a working environment that is provided in harmony with the philosophy of the Pre-School;
- (v) that this agreement is intended to assist and promote the delivery of early childhood services of a high quality in the Pre-School;
- (vi) in particular, that the implementation of productive and efficient measures have a continuing influence in educational policies and practices. The Pre-School is expected to do more with the same level of resources, necessitating improvements; and
- (vii) the fact that improvement in efficiency is often of a qualitative rather than a quantitative kind means that this kind of productivity can warrant salary increases.

If there are changes to the Teachers (Non Government Pre-Schools) (State) Award, the parties agree to meet immediately to consider adopting any changes in the Award.

6. Salary Scales

- (a) This clause replaces the salaries and allowances as set out in sub clauses 3.1 and 6.1 of the Award.
- (b) The minimum annual rate of salary payable to full time teachers shall be as follows:-

(i) Three Years Trained Teacher

incremental step	current salary \$ per annum	from the first full pay period on or after 1 July 1997 \$ per annum
1	28,037	29,158
2	29,463	30,642
3	31,004	32,244
4	32,426	33,723
5	33,902	35,258
6	35,541	36,963
7	36,436	37,893
8	37,320	38,813
9	38,809	40,361
10	40,360	41,974
11	41,450	43,108



(ii) Four years Trained Teachers

incremental step	current salary \$ per annum	from the first full pay period on or after 1 July 1997 \$ per annum
1	29,811	31,003
2	31,659	32,925
3	33,439	32,453
4	35,414	36,831
5	37,248	38,738
6	38,809	40,361
7	40,360	41,974
8	42,109	43,793
9	43,793	45,545

(iii) The minimum allowance payable to full time directors shall be according to the schedule set out below:-

units	current allowance \$ per annum	Allowance from the first full pay period on or after 1 July 1997 \$ per annum
1	3,004	3,124
2	3,668	3,815
3	4,577	8,575
4	5,718	5,947

7. Long Service Leave

(i) Except as varied by this agreement the provisions of the Long Service Leave Act 1955 shall apply to teachers employed under this agreement.



(ii) Quantum of Leave

Subject to subclause (iii) of this clause, the amount of long service leave to which an employee shall be entitled shall be:

- (a) in the case of an employee who has completed at least ten years service be, in respect of such service, 10.5 weeks; and
- (b) in respect of each additional five years of service with the employer since the employee last became entitled to long service leave, be 5.25 weeks; and

on termination of the employee's service, in respect of the number of years service with the employer completed since the employee last became entitled to an amount of long service leave, be a proportionate amount on the basis of 1.05 week's for each completed year of service; and

in the case of an employee who has completed five years of adult service with an employer and whose services with the employer are terminated or cease for any reason, be a proportionate amount on the basis of 10.5 week's for ten years service (such service to include service with the employer as an adult and otherwise than as an adult).

(iii) Calculation of Entitlement

In the case of an employee whose service with the employer began before 1 July 1997 and whose service would entitle the employee to long service leave under this clause, the amount of long service leave to which the employee shall be entitled shall be the sum of the following amounts:

- (a) the amount calculated on the basis of the provisions of the Long Service Leave Act 1955 in respect of the period of service before July 1997; and
- (b) an amount calculated on the basis of the provisions of this clause after 1 July 1997.

- (iv) the service of an employee with the employer is deemed continuous notwithstanding the service has been interrupted be reason of the employee taking maternity leave or approved leave without pay, but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.
- (v) Any long service leave shall not be inclusive of public holidays and other non term periods falling within the period of such leave.

8. Personal Leave

For teachers employed after the making of the agreement the provisions of clause 7 of the Teachers (Non-Government Pre-Schools) (State) Award shall apply provided that:



For teachers employed after January 1, 1994 and before date of making of this agreement personal leave shall accumulate in accordance with the provisions of EA 305/94

For teacher and teacher directors employed before 1 January 1994, in accordance with the Teachers (Non-Government Pre-Schools) (State) Award published 15 July 1987 (245 I.G. 702), as varied, will retain all full-pay sick leave accumulated under that award. All half-pay sick leave accumulated under that award will be converted to half the number of days on full-pay and shall be added to the existing full-pay sick leave accumulation.

9. Superannuation

This clause replaces clause 15 of the Award.

9.1 Definitions

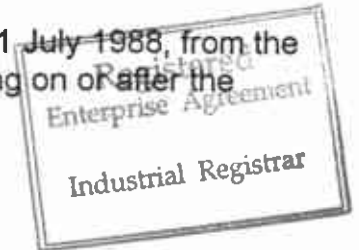
For the purpose of this clause:-

- (a) "Basic earnings" shall mean:
 - (i) the rate of salary prescribed from time to time by this award,
 - (ii) the amount of any allowance prescribed from time to time including the allowance payable to a Director and any shift loading which may be payable pursuant to this award.
- (b) "Employee" means a teacher or Director, and includes casual, part-time, or temporary employee.
- (c) "HESTA" means the Health Employees Superannuation Trust Australia, established by Trust Deed Articles on 30 July 1987.

9.2 Fund

- (a) For the purposes of this clause, contributions made by employers in accordance with the provisions of subclause 10.3 of this clause, shall be as follows:-
 - (i) the employer shall offer each employee HESTA
 - (ii) the employee may nominate the fund into which contributions shall be made.
- (b) The employer shall become a participating employer in HESTA in accordance with the choice of employees of the employer.

- (c) The employer shall become party to HESTA upon the acceptance of the Trustee of a Deed of Adoption, duly signed and executed by the employer and the Trustee.
- (d) An employee shall become eligible to join HESTA in accordance with the following:-
 - (i) in the case of an employee who is employed at 1 July 1988, from the beginning of the first pay period commencing on or after 1 July 1988, and
 - (ii) in the case of an employee employed after 1 July 1988, from the beginning of the first pay period commencing on or after the employee's date of engagement.



9.3 Benefits

- (a) Except as provided in paragraphs (c) and (d) of this subclause, each employer shall, in respect of each employee employed by it, pay contributions to the respective Trustee at the prescribed by the Superannuation Guarantee Levy.
- (b) Contributions shall be paid at intervals and in accordance with the procedures and subject to the requirements of the respective Fund.
- (c) An employer shall not be required to make contributions pursuant to this clause in respect of an employee in respect of a period when that employee is absent from his or her employment without pay.
- (d) **Part-time and Casual Employees**


An employer shall pay contributions pursuant to this clause in respect of a part-time employee employed by it if the basic earnings of the employee exceed \$200 for that calendar month.

An employer shall pay contributions pursuant to this clause in respect of a casual employee employed by it for any calendar month in which the basic earnings of the employee exceed \$200 for that calendar month.
- (e) Where a new employee commences in employment, the employer shall advise the employee in writing of the employee's entitlements under this clause and of the action to be taken by the employee to obtain the benefit of those entitlements.
- (f) Notwithstanding the date upon which an employee signs an Application Form, contributions in accordance with paragraph (a) of this subclause shall be made from the date when the employee became eligible for membership.

9.4 Records

The employer shall retain all records relating to the calculation of payments due to the Fund(s) in respect of each employee and such records shall be retained for a period of six (6) years.

10. Grievance Procedures

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- (i) The objective of these procedures is the avoidance and resolution of industrial disputation, arising under this agreement, by measures based on conciliation, co-operation and negotiation.
- (i) Without prejudice to either party, the parties to this agreement shall ensure the continuation of work in accordance with the Award, this Agreement and custom and practice in the Pre-School.
- (iii) (a) In the event of any matter arising under this agreement which is of concern or interest, the teacher shall discuss this matter with the employer or his/her nominee.
- (b) If the matter is not resolved at this level, the teacher may refer this matter to the IEU, who will discuss the matter with the Management Committee or his/her nominee.
- (c) If the matter remains unresolved, it shall be referred to the General Secretary of the IEU or his/her nominee and the Management Committee or his/her nominee for discussion and appropriate action.
- (d) If this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission of New South Wales.
- (iv) Nothing contained in this procedure shall prevent the Management Committee or his/her nominee or the General Secretary of the IEU or his/her nominee from entering into negotiations at any level either at the request of a member or on their own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

11. Duress

This agreement was not entered into by either party under duress from the other party or of any other person or persons.

EX2

12. Term

This agreement shall have a term of 12 months from the date of registration.




President
Baulkham Hills Pre-School
Kindergarten Inc

2.2.98
Date




Richard Shearman
General Secretary
NSW Independent Education
Union

2.2.98
Date