

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/143

TITLE: Teachers Berala Jack and Jill Kindergarten Enterprise Agreement

I.R.C. NO: 2002/1074

DATE APPROVED/COMMENCEMENT: 14 March 2002

TERM: 14 March 2003

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 26 April 2002

DATE TERMINATED:

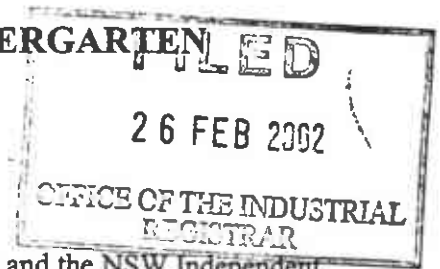
NUMBER OF PAGES: 2

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all teachers employed at Berala Jack and Jill Kindergarten, Lidcombe, NSW

PARTIES: Berala Jack and Jill Kindergarten -&- the New South Wales Independent Education Union

TEACHERS BERALA JACK AND JILL KINDERGARTEN ENTERPRISE AGREEMENT.



1. Clause 1 - Parties to the Agreement and Title

This agreement is made between Berala Jack and Jill Kindergarten (the employer) and the NSW Independent Education Union (IEU) a registered union of employees and will be known as Teachers Berala Jack and Jill Kindergarten Enterprise Agreement.

2. Clause 2 Arrangement

1. Parties to the Agreement and Title
2. Arrangement
3. Application and Operation
4. Award
5. Payment of salary
6. Disputes Settling Procedures

3. Clause 3 - Application and Operation

- 3.1 This agreement shall apply to teachers employed at Berala Jack and Jill Kindergarten.
- 3.2 This agreement will operate for a period of twelve months from the date of registration.

4. Clause 4 - Award

Except as provided by this agreement, the conditions of employment of teachers, shall be in accordance with the provisions of the Teachers (Non Government Pre Schools) (State) Award.

5. Clause 5 - Payment of Salary

- (a) The salary payable to teachers pursuant to the Award shall be paid weekly.
- (b) The salary payable to a teacher, pursuant to the Award, shall be payable at the election of the employer by either cash, cheque or Electronic Funds Transfer into an account nominated by the employee.
- (c) Notwithstanding sub clauses (a) and (b) of this clause by mutual agreement with the employer a teacher may elect to receive:
 - (i) the benefit of a superannuation scheme;
 - (ii) an amount in salary equal to the difference between salary calculated in accordance with the rates of pay prescribed by the Award and the amount specified by the employer from time to time for the benefit received by the employee under (i) and (ii) of this subclause.
- (d) A teacher who takes any paid leave shall receive the benefits and salary in accordance with paragraphs (i) and (ii) of subclause (c) of this clause.
- (e) Any superannuation benefit under paragraph (ii) of subclause (c) of this clause will be in addition to amounts payable under the Award and Federal Government legislation.



- (f) Any other Award payment calculated by reference to the teacher's salary, and payable:
- (i) during employment; or
 - (ii) on termination

Clause 6 - Disputes Settling Procedures

- 6.1 Where a dispute arises regarding the interpretation or application of any provision of this Agreement, or the actions of either party in relation to the operation of this Agreement, the procedures set out in this clause will be followed.
- 6.2 In the first instance the teacher and employer will attempt to resolve the matter.
- 6.3 If the matter is not resolved at this level, the teacher may refer the matter to the IEU who will discuss the matter with the employer or his/her nominee.
- 6.4 Where the procedures set out in 6.2 and 6.3 have failed to resolve a dispute, either party to this Agreement may refer the matter to the Industrial Relations Commission for resolution.
- 6.5 Pending the outcome of the procedures contained in this clause, normal work will continue and neither party to this Agreement will take any action to aggravate the matter in dispute.

Signed for and on behalf of
BERALA JACK AND JILL
KINDERGARTEN

Patricia LeMotte

in the presence of

Bue.

dated

7-2-02

Signed for and on behalf of
NSW INDEPENDENT
EDUCATION UNION

Patrick Lee

In the presence of

[Signature]

dated

26.2.02

