

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/228

TITLE: Teachers Port Macquarie Community Pre School Enterprise Agreement

I.R.C. NO: IRC02/2631

DATE APPROVED/COMMENCEMENT: 28 May 2002

TERM: 28 May 2003

NEW AGREEMENT OR VARIATION: New

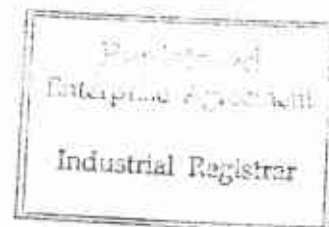
GAZETTAL REFERENCE: 19 July 2002

DATE TERMINATED:

NUMBER OF PAGES: 2

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to teachers employed at Port Macquarie Community Pre School.

PARTIES: Port Macquarie Community Pre School -&- New South Wales Independent Education Union



TEACHERS PORT MACQUARIE COMMUNITY PRE SCHOOL ENTERPRISE AGREEMENT.

Clause 1 Parties to the Agreement and Title

This agreement is made between Port Macquarie Community Pre School (the employer) and the NSW Independent Education Union (IEU) a registered union of employees and will be known as Teachers Port Macquarie Community Pre School Enterprise Agreement.

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



Clause 3 Application and Operation

- 3.1 This agreement shall apply to teachers employed at Port Macquarie Community Pre School.
- 3.2 This agreement will operate for a period of twelve months from the date of registration.

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

Clause 5 Payment of Salary

- (a) The salary payable to teachers pursuant to the Award shall be paid fortnightly.
- (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 an on behalf of

PORT MACQUARIE COMMUNITY
PRE SCHOOL

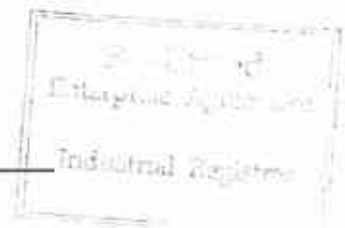
in the presence of

dated



 Laura Begbie

 10th April 2002

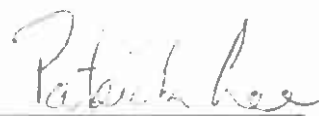


Signed for and on behalf of

NSW INDEPENDENT
EDUCATION UNION

In the presence of

dated



 Patricia Lee

 7 May 2002
