

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:**        **EA02/238**

**TITLE:**    **Teachers Employed at Baulkham Hills Pre-School Kindergarten Inc. Enterprise Agreement 2002**

**I.R.C. NO:**    IRC02/2978

**DATE APPROVED/COMMENCEMENT:**        12 June 2002

**TERM:**        31 December 2004

**NEW AGREEMENT OR VARIATION:**    Variation. Replaces EA00/166

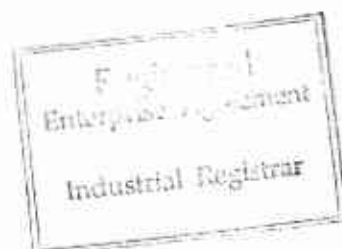
**GAZETTAL REFERENCE:**        19 July 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:**        **7**

**COVERAGE/DESCRIPTION OF EMPLOYEES:**        Applies to 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



# TEACHERS EMPLOYED AT BAULKHAM HILLS PRE-SCHOOL KINDERGARTEN INC.

## ENTERPRISE AGREEMENT 2002

### 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 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 Award**

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 Pre-Schools;
- (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 any 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 apply with effect from the beginning of the first full pay period commencing on or after the date specified in each column as follows:

Classification/ Incremental Salary Step	21 Feb 2002 5%	1 Feb 2003 4%	1 Jul 2003 4%	1 Feb 2004 3%	1 Jul 2004 3%
<b>Three Year Trained Teachers Incremental Salary Step</b>					
Step 1	33,291	34,623	36,008	37,088	38,201
Step 2	34,983	36,382	37,837	38,972	40,141
Step 3	36,813	38,286	39,817	41,012	42,242
Step 4	38,502	40,042	41,644	42,893	44,180
Step 5	40,254	41,864	43,539	44,845	46,190
Step 6	42,198	43,886	45,641	47,010	48,420
Step 7	43,264	44,995	46,795	48,199	49,645
Step 8	44,311	46,083	47,926	49,364	50,845
Step 9	46,080	47,923	49,840	51,335	52,875
Step 10	47,922	49,839	51,833	53,388	54,990
Step 11	49,216	51,185	53,232	54,829	56,474
<b>Four Year Trained Teachers Incremental Salary Step</b>					
Step 1	35,398	36,814	38,287	39,436	40,619
Step 2	37,591	39,095	40,659	41,879	43,135
Step 3	39,704	41,292	42,944	44,232	45,559
Step 4	42,048	43,730	45,479	46,843	48,248
Step 5	44,227	45,996	47,836	49,271	50,749
Step 6	46,079	47,922	49,839	51,334	52,874
Step 7	47,922	49,839	51,833	53,388	54,990
Step 8	49,999	51,999	54,079	55,701	57,372
Step 9	51,998	54,078	56,241	57,928	59,666



## Directors' Allowances

The following minimum rates shall apply with effect from the beginning of the first full pay period commencing on or after the date specified in each column.

Units	21 Feb 2002	1 Feb 2003	1 Jul 2003	1 Feb 2004	1 Jul 2004
	\$ per annum	\$ per annum	\$ per annum	\$ per annum	\$ per annum
1	4,358	4,576	4,805	5,045	5,297
2	5,145	5,402	5,672	5,956	6,254
3	6,225	6,536	6,863	7,206	7,566
4	7,578	7,957	8,355	8,773	9,212

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## 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 services 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 by reason of the employee taking maternity leave or approval 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. Superannuation**

This clause replaced clause 15 of the Award.

### **8.1 Definitions**

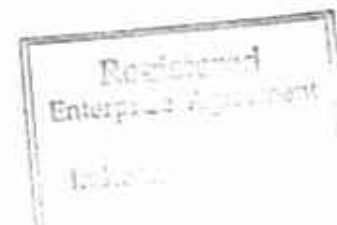
For the purpose of this clause:-

- (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.

### **8.2 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 full 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.

### **8.3 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 employee 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 employee shall pay contributions pursuant to this clause in respect of a casual employee employed by it if the basic earnings of the employee exceed \$200 for that calendar month.

- (e) When 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.

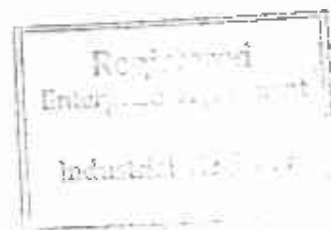
#### 8.4 Records

The employer shall retain all records relating to the calculations 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.

### 9. Annual Remuneration

- (a) Notwithstanding clause 6 of this agreement, an employer may offer and a teacher may elect to receive his or her annual remuneration as a combination of salary (payable fortnightly) and benefits payable by the employer. The sum total of such salary, benefits, Fringe Benefits Tax and any day employer administrative charge will equal the appropriate salary prescribed in the said clause 6.
- (b) The employer will determine the range of benefits available to the teacher and the teacher may determine the mix and level of benefits as provided in paragraph (a) of this subclause.
- (c) Any other payment calculated be reference to the teachers salary and payable either:
  - (i) during employment; or
  - (ii) on termination of employment; or
  - (iii) on death

shall be at the rate of pay as set out in clause 6 of this agreement.



### 10. Grievance Procedures

- (i) The objective of these procedures is the avoidance and resolution of industrial dispute, arising under this agreement, by measures based on conciliation, co-operation and negotiation.
- (ii) 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 remains unsolved at this level; the teacher may refer this matter to them IEU, who will discuss the matter with the Management Committee or his/her nominee.
  - (c) If the matter remains unsolved, 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 any other person or persons.

### 12. Term

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

*This agreement will expire in December 2004.  
RFS*

*[Signature]*

President  
Baulkham Hills Pre School  
Kindergarten Inc

*[Signature]*

Richard Shearman  
General Secretary  
NSW Independent Education Union

15/5/02.

Date

23 MAY 2002.

Date

