

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA09/13

TITLE: Teachers Employed at Baulkham Hills Pre-School Kindergarten Inc. Enterprise Agreement 2009

I.R.C. NO: IRC9/337

DATE APPROVED/COMMENCEMENT: 27 March 2009 / 27 March 2009

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA05/336.

GAZETTAL REFERENCE: 24 April 2009

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to teachers/directors employed by the Baulkham Hill Pre School Kindergarten Inc. located at Torrs Street, Baulkham Hills 2153, who fall within the coverage of the Teachers (Non-Government Pre-Schools) (State) Award 2006.

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

TEACHERS EMPLOYED AT BAULKHAM HILLS PRE-SCHOOL KINDERGARTEN INC.

ENTERPRISE AGREEMENT 2009

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 be as follows:-
- (i) Three Year Trained Teacher

Classification/ Incremental Salary Step	22 August 2008 4%	22 August 2009 4%	22 August 2010 4%
Three Year Trained Teachers			
Incremental Salary Step			
Step 1	45337	47150	49036
Step 2	47639	49545	51527
Step 3	50132	52137	54222
Step 4	52433	54530	56711
Step 5	54818	57011	59291
Step 6	57464	59763	62154
Step 7	58918	61275	63726
Step 8	60342	62756	65266
Step 9	62752	65262	67872
Step 10	65262	67872	70587
Step 11	67023	69704	72492

- (ii) Four years Trained Teachers

Classification/ Incremental Salary Step	22 August 2008 4%	22 August 2009 4%	22 August 2010 4%
Four Year Trained Teachers			
Incremental Salary Step			
Step 1	48206	50134	52139
Step 2	51192	53240	55370
Step 3	54070	56233	58482
Step 4	57260	59550	61933
Step 5	60227	62636	65142
Step 6	62750	65260	67871
Step 7	65262	67873	70587
Step 8	68089	70813	73646
Step 9	70810	73642	76589

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

Units	22 August 2008	22 August 2009	22 August 2010
1	7551	8051	8551
2	8824	9324	9824
3	10571	11071	11571
4	12761	13261	13761

- (c) The salary payable to a casual employee shall be the appropriate rate as prescribed by the this agreement in accordance with years of full time service, divided by 204 in the case of a daily rate and further divided by 7.5 to get an hourly rate. The said rates shall include a pro rata payment in respect of annual leave to which the employee is entitled in accordance with the Annual Holidays Act 1944.

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

Classification/ Incremental Salary Step	22 August 2008		22 August 2009		22 August 2010	
	Salary Per Day \$	Salary Per Hour \$	Salary Per Day \$	Salary Per Hour \$	Salary Per Day \$	Salary Per Hour \$
Three Years Trained Teachers Incremental Salary Step						
Step 1	222.24	29.42	231.13	30.41	240.37	31.63
Step 2	233.52	30.73	242.87	31.96	252.58	33.23
Step 3	245.75	32.34	255.57	33.63	265.79	34.97
Step 4	257.02	33.82	267.30	35.17	278.00	36.58
Four Years Trained Teachers Incremental Salary Step						
Step 1	236.30	31.09	245.75	32.34	255.58	33.63
Step 2	250.94	33.02	260.98	34.34	271.42	35.71
Step 3	265.05	34.88	275.65	36.27	286.68	37.72
Step 4	280.69	36.93	291.91	38.41	303.59	39.95

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 be 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. 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 1 January 1994 and before the date of the making of this agreement personal leave shall accumulate in accordance with the provisions of EA 305/94.

For teachers and teacher directors employed before 1 January 1994, in accordance with the Teachers (Non Government Pre Schools) (State) Award published 27 July 1997, (300 IG 113), 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 replaced 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 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.

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 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.

9.4 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.

10. 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.

11. Grievance Procedures

(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.

- (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.

12. Duress

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

13. Term

This agreement shall have a term of three years from the date of registration.

President
Baulkham Hills Pre School
Kindergarten Inc.

Richard Shearman
General Secretary
NSW/ACT Independent Education
Union

Date:

Date: