ENTERPRISE AGREEMENT NO: EA02/269

TITLE: Teachers (Hastings Early Intervention Service) Enterprise Agreement

I.R.C. NO: IRC02/3649

DATE APPROVED/COMMENCEMENT: 22 July 2002

TERM: 22 July 2003

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE: 13 September 2002

DATE TERMINATED:

NUMBER OF PAGES: 3

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to teachers employed at Hastings Early Intervention Service.

PARTIES: Hastings Early Intervention Service -&- New South Wales Independent Education Union

TEACHERS (HASTINGS EARLY INTERVENTION SERVICE) ENTERPRISE AGREEMENT

Clause 1 Parties to the Agreement and Title

This agreement is made between Hastings Early Intervention Service (the employer) and the NSW Independent Education Union (IEU) a registered union of employees and will be known as Teachers (Hastings Early Intervention Service) 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 Hastings Early Intervention Service.

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
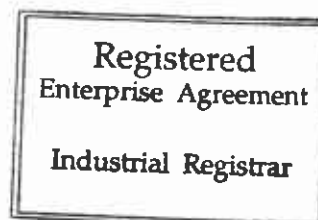
Clause 5 Payment of Salary

(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.

> **Registered**
> Enterprise Agreement
>
> Industrial Registrar

Signed for an on behalf of

HASTINGS EARLY
INTERVENTION SERVICE

RMatthews Rebecca Matthews
(President).

in the presence of

Simone Baker Simone Baker

Dated

18.6.02

Signed for an on behalf of

NSW INDEPENDENT
EDUCATION UNIONT

PATRICK Lee   Deputy
General
Secretary

in the presence of

JP 9800799

Dated

21/6/02

Registered
Enterprise Agreement

Industrial Registrar