

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/146

TITLE: Teachers (Kellyville Pre School Kindergarten) Enterprise Agreement

I.R.C. NO: IRC4/1266

DATE APPROVED/COMMENCEMENT: 19 March 2004

TERM: 12 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 18 June 2004

DATE TERMINATED:

NUMBER OF PAGES: 2

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to all employees employed by Kellyville Pre School Kindergarten located at 3-5 President Road, Kellyville NSW 2155 who fall within the coverage of the Teachers (Non Government Pre Schools) (State) Award

PARTIES: Kellyville Pre School Kindergarten -&- the New South Wales Independent Education Union

TEACHERS (KELLYVILLE PRE SCHOOL KINDERGARTEN) ENTERPRISE AGREEMENT

1. Parties to the Agreement and Title

This agreement is made between Kellyville Pre School Kindergarten (the employer) of Lots 5-6 President Road, Kellyville and the NSW Independent Education Union (IEU) a registered union of employees and will be known as Teachers (Kellyville Pre School Kindergarten) Enterprise Agreement.

2. Arrangement

Clause No.	Subject Matter
1.	Parties to the Agreement and Title
2.	Arrangement
3.	Application and Operation
4.	Award
5.	Payment of salary
6.	Disputes Settling Procedures

3. Application and Operation

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

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. 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 his or her annual remuneration as a combination of:
- (i) the payment/ benefit to 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) 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 (i) of subclause (c) of this clause will be in addition to amounts payable under the Award and Federal Government legislation.
- (f) Any payment including superannuation calculated by reference to the teacher's salary, and payable:
- (i) during employment; or
 - (ii) on termination of employment or

(iii) on death

shall be at the rate prescribed by Clauses 2.14 and 5 of the Award.

(g) If during the life of the this agreement the employee becomes entitled to workers compensation payments, the employee's workers compensation payments will be paid at the rate prescribed by the Award.

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

KELLYVILLE PRE SCHOOL KINDERGARTEN

in the presence of

Dated

03 / 03 / 04

Signed for an on behalf of

NSW INDEPENDENT EDUCATION UNION

in the presence of

Dated

11 / 03 / 04
