

AG844803 PR965775

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1996*  
s.170LK - Agreement with employees (Division 2)

**Alphington Grammar School**  
(AG2005/6738)

**ALPHINGTON GRAMMAR CLERICAL/ADMINISTRATIVE EMPLOYEES AND  
FIRST AID OFFICERS CERTIFIED AGREEMENT 2005**

Educational services

SENIOR DEPUTY PRESIDENT KAUFMAN                      MELBOURNE, 25 NOVEMBER 2005

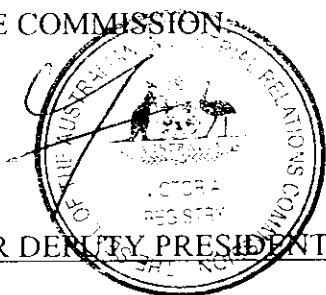
**CERTIFICATION OF AGREEMENT**

In accordance with section 170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached written agreement.

The Commission by order determines that the agreement binds the Independent Education Union of Australia.

This agreement shall come into operation on 25 November 2005.

BY THE COMMISSION



SENIOR DEPUTY PRESIDENT

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## **THE ALPHINGTON GRAMMAR CLERICAL ADMINISTRATIVE CERTIFIED AGREEMENT 2005**

### **1. Title**

This Agreement will be known as the Alphington Grammar Clerical Administrative Employees and First Aid Officers Certified Agreement 2005 ("the Agreement").

### **2. Arrangement**

The Agreement is arranged as follows:

| Clause No |  |
|-----------|--|
| 1         | Title  |
| 2         | Arrangement  |
| 3         | Parties bound  |
| 4         | Relationship to Awards                                     |
| 5         | Duration   |
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| 18        | Notice of termination                                      |
| 19        | Personal leave   |
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| 21        | Grievance and Dispute Resolution Procedure                 |
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### **3. Parties Bound**

This Agreement binds Alphington Grammar and all persons employed by Alphington Grammar as Clerical Administrative Employees and First Aid Officers.

#### **4. Relationship to Awards**

- 4.1 The terms and conditions of employment for Clerical Administrative Employees and First Aid Officer as specified in this Agreement will operate in conjunction with the Victorian Independent Schools – Victorian Independent Schools-Clerical Administrative Employees Award 2004
- 4.2 All of the terms of the Award at 4.1 prescribing entitlements for employees, shall be as they stood on 30 June 2005 (with the exception of clause 18 of the Victorian Independent Schools – Clerical Administrative Employees Award 2004) and subject only to 4.3 below be terms of the agreement.
- 4.3 Where the express terms of this agreement as opposed to the terms incorporated by reason of paragraph 4.2 differ, the express terms shall prevail to the extent of the difference or inconsistency.

#### **5. Duration**

This Agreement will apply from the date of certification of this Agreement by the Australian Industrial Relations Commission ("the Commission") and will remain in effect until 31 December 2007

#### **6. Wage Increases**

- 6.1 The parties are agreed that the School is committed to providing salary increases equal to teachers and school assistants.
- 6.2 The School is committed to paying the following increases and as outlined in attachment 1:

3% October 2004  
3% January 2005  
3% December 2005  
3% October 2006

#### **7. Introduction of Major Change**

- 7.1 Definition of major change
- 7.1.1 *Major change refers specifically to major change in the following areas:*  
*production*  
*program*  
*organisation*  
*structure; or*  
*technology*

7.1.2 Significant effects include:

- termination of employment
- major changes in the composition, operation or size of the employer's workforce or in the skills required
- the alteration of hours of work
- the need for retraining or transfer of employees to other work or locations
- the restructuring of jobs

7.1.3 With the exception that where the award makes provision for alterations of any of the matters referred to in this clause an alteration will be deemed not to have significant effect.

## **7.2 Employer's duty to notify change**

7.2.1 Where the school has made a definite decision to introduce major change as defined in 7.1 the school will discuss with the employees affected and the Union

- the effects the changes are likely to have on employees
- measures to avert or mitigate the adverse effects of such changes on employees

7.2.2 The employer will give prompt consideration to matters raised by the employees and or the Union in relation to the changes.

7.2.3 The employer will commence further discussions as early as practicable after the employer has made a definite decision to make the changes referred to in 7.2.1

7.2.4 For the purposes of such discussion and subject to 7.2.5, the employer will provide in writing to the employees concerned and their Union, all known relevant information about the changes including :

- the nature of the changes proposed
- the expected effects of the changes on employees; and
- any other matters likely to affect employees.

7.2.5 For the purposes of such discussions under 7.2.4, the employer will not be required to disclose confidential information which would be inimical to the employer's interest.

## **8. Redundancy**

8.1 Discussions before termination

8.1.1 Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to

termination of employment, the employer will hold discussions with the employee directly affected and their union.

- 8.1.2 The employer will hold discussions as soon as practicable after the employer has made a definite decision which will invoke the provisions of 8.1.1
- 8.1.3 Pursuant to 8.1.2, the employer will discuss, inter alia :
- the reasons for the proposed terminations
  - measures to avoid or minimise the terminations
  - measures to mitigate any adverse effects of any termination on the employees concerned.
- 8.1.4 For the purposes of the discussion pursuant to 8.1.2, the employer will, as soon as practicable, provide in writing to the employees concerned and their union, all known relevant information about the proposed terminations including :
- the reasons for the proposed terminations
  - the number and categories of employees likely to be affected
  - the number of workers normally employed
  - the period over which the terminations are likely to be carried out.
- 8.1.5 For the purposes of 8.1.2 - 8.1.5, an employer is not required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

## **9. Severance Pay**

The following table replaces the entitlements to severance pay described by Clause 9.3 of the Victorian Independent Schools - Clerical Administrative Award 2004

| Period of Continuous Service   | Severance Pay |
|--------------------------------|---------------|
| Less than 1 year               | Nil           |
| 1 year but less than 2 years   | 4 weeks pay   |
| 2 years but less than 3 years  | 6 weeks pay   |
| 3 years but less than 4 years  | 7 weeks pay   |
| 4 years but less than 5 years  | 8 weeks pay   |
| 5 years but less than 6 years  | 10 weeks pay  |
| 6 years and less than 7 years  | 11 weeks pay  |
| 7 years and less than 8 years  | 13 weeks pay  |
| 8 years and less than 9 years  | 14 weeks pay  |
| 9 years and less than 10 years | 16 weeks pay  |
| 10 years and over              | 16 weeks pay  |

## **10. Due Process**

- 10.1 Where the school has concerns with the conduct or performance of an employee it may instigate Due Process as outlined in this clause.
- 10.2 Due process will commence with the employer advising the employee in writing of :
- the employer's concerns with the employee's conduct or performance
  - the time, date and place of the first due process meeting
  - the teacher's right to be accompanied by a nominee of the employee's choice at all due process meetings
  - the employer's right to terminate the employment should due process not resolve the employer's concerns.
- 10.3 Due Process meetings will :
- include discussion of the employer's concerns with the employee's conduct or performance
  - give the employee an opportunity to respond to the employer's concerns
  - include discussions of any counselling or assistance, where appropriate, available to the employee
  - include documentation, where appropriate
  - set periods of review, as appropriate.
- 10.4 If, following due process, the employer's decision is to terminate the employment of an employee, then the employer must give a minimum of 4 weeks notice in writing. Where the employee is entitled to school holidays, such notice will be given wholly within the one school term.

## **11. Terms of Appointment**

- 11.1 Letter of Appointment  
Upon engagement, the employer will provide an employee with a letter of appointment.

## **12. Part-time Employees**

### **12.1 Reduction in hours of work**

Where a bona fide reduction of 50 % or more of a part-time employees hours of work is proposed, the employee may choose to accept the new position or be declared redundant and receive the appropriate payment.

### **12.2 Days and Times of Attendance**

12.2.1 An employer cannot vary the days and times of attendants of a part-time employee during year unless:

The employee consents

Or

It can be demonstrated that such a variation is required as a result of a change in funding, curriculum, enrolment needs.

In reaching this decision the school will consider:

- The needs of the school; and
- The family needs of the employee

### **12.3 Notice period**

12.3.1 The school will endeavour to give the employee 5 weeks' notice of such changes (in the case of employees with paid school holidays wholly within term time). Minimum notice period is 2 weeks (in the case of employees with paid school holidays wholly within term time). Notice shall be in given in writing.

12.4 Should the matter subsequently be the subject of the Grievance Procedure, and should the AIRC make the recommendations, then the recommendations shall be implemented by the parties.

### **13. Parental Leave**

13.1 After twelve months of continuous service, parents are entitled to a combined total of 52 weeks parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

#### **13.2 Paid Parental Leave**

13.2.1 The school will, at the time of confinement of an employee who is eligible for maternity leave, make a payment equal to 9 weeks pay at the employee's ordinary rate of pay. Half pay over a period of 18 weeks is an available option.

13.2.2 The school will, at the time of placement of the child of an employee who is eligible for adoption leave, make a payment equal to 9 weeks pay at the employee's ordinary rate of pay. Half pay over a period of 18 weeks is an available option.

13.2.3 This payment shall be additional to any other entitlement prescribed by the relevant award or this Agreement.

#### **13.3 Further period of parental leave resulting from a subsequent pregnancy**

13.3.1 For the purpose of this clause a further period of parental leave shall mean a period of parental leave resulting from a subsequent pregnancy taken without a return to work from an initial period of parental leave and shall be deemed to

be a new and separate period of parental leave

13.3.2 When an employee who is already on parental leave under this clause applies for a further period of leave because of a subsequent pregnancy the new and separate leave will commence from the date of confinement.

#### **13.4 Paternity Leave**

13.4.1 Male employees are entitled to 5 days of paid paternity leave and may be taken in 2 separate periods

#### **13.5 Part-time work**

13.5.1 A female employee may work part-time in one or more periods while pregnant where part-time employment is, on medical advice recommended

13.5.2 Subject to the agreement of the employer

- A female employee may work part-time upon returning from parental leave
- A male employee may work part-time upon returning from parental leave
- In relation to adoption, on return from adoption leave, the employee may work part-time

13.5.3 The period of part-time employment is subject to the agreement of the employer.

13.5.4 At the expiration of the period of part-time employment in sub-clause 13.5.1,13.5.2,13.5.3, the employee has the right to return to his her former full-time position.

13.5.5 Under this agreement, commencement of part-time employment under this sub-clause and return from part-time employment to full time employment under this sub-clause does not break continuity of employment.

#### **14. Long Service Leave**

14.1 In addition to the Long Service entitlements in the Award, the ordinary pay of an Employee on Long Service Leave will be paid in one of the following ways to be nominated in advance by the Employee:

- Full pay in advance on commencing the leave
- At the same pay intervals as the Employee would have been paid if not on leave
- Payment only, without taking leave
- Double time on half pay

- 14.2 Employees are entitled to pro rata Long Service Leave after 10 years of service
- 14.3 An employee who has an entitlement to Long Service Leave is entitled to take a period of leave without pay in conjunction with that Long Service Leave subject to the following conditions :
- The employee shall return to work at the start of a school term
  - The total period of leave shall comprise the whole term or terms
  - The period of leave without pay will normally be limited to the remainder of the term in which long service leave is taken

## **15 Work outside of or in excess of the ordinary hours of work**

- 15.1 In addition to clause 11.4 of the Award, any time worked that is in excess of the weekly hours for which they are employed is granted as either time in lieu at the ordinary time, or paid as overtime with a loading of 33 1/3% on normal hourly rate. The number of such hours may only exceed 3 by mutual agreement.

## **16 Trade Union Training Leave**

- 16.1 Elected VIEU representatives for both the local sub-branch and Workplace Consultative Committee are to be released on paid leave to attend union training specific to respective roles to a combined total of 2 days per year.

## **17 Staff Fee Discount**

The fees charged for the child(ren) of any staff member enrolled at Alphington will be discounted at the rate of 30% on fees normally charged including sibling discount.

## **18 Notice of termination**

- 18.1 Period of notice given by both the employer and employee is 4 weeks irrespective of length of service

## **19 Personal Leave**

- 19.1 In addition to clause 25 of the Award, employers are entitled to 18 days of paid personal leave in each year of service.

- 19.2 In any year, unused personal leave accrues by the lesser of :

- a) 15 days less the total amount of sick leave and carer's leave taken during the year; or
- b) the balance of the year's unused personal leave

- 19.3 The employee is entitled to 15 days sick leave per full year of service
- 19.4 In the first year of service, six days during the first term worked and there after an additional three days at the commencement of each subsequent school term
- 19.5 Accumulated personal leave may be used for sick leave if the current sick leave entitlement is exhausted.

## **20. Job Security**

- 20.1 The parties recognise that job security is a fundamentally important issue for employees whose employment is covered by this Agreement and further that the approach taken by the employer to disciplinary action including termination of employment bears upon the job security of all such employees. The parties also recognise that their mutual obligations of good faith and affording each other dignity and respect are to be observed in all aspects of a disciplinary process including in respect of termination of employment. In recognition of the above, it is agreed that:
- 20.1.a the parties will act in good faith and afford each other dignity and respect in relations in any disciplinary matter;
- 20.1.b the employer will not act in an arbitrary or capricious manner in relation to disciplinary matters;
- 20.1.c the employer will not terminate the employment of an employee in circumstances that are harsh, unjust or unreasonable;
- 20.1.d any dispute or grievance in relation to any matter referred to in a, b, or c, above including the proposed termination of employment by the employer and or actual termination of employment by the employer shall be referred to the AIRC at the earliest opportunity;
- 20.1.e in such cases, the AIRC shall take all steps that it deems appropriate to resolve and or settle such dispute or grievance

## **21. Grievance and Dispute Resolution Procedure**

- 21.1 Matters in dispute arising from this Agreement shall be dealt with in accordance with the provisions of the relevant award.
- 21.2.a An exception to 21.1 above shall be that either party shall have the right, without objection by the other party, to refer any matter not resolved at the conclusion of the above cited process to the Commission for arbitration.

22. Attachment 1

Salary increases

**October 2004**

Level 1 Year 1 \$542.00 per week  
Year 2 \$604.00

Level 2 \$665.00  
Level 3 \$717.00  
Level 4 \$797.00  
Level 5 \$911.00  
Level 6 \$993.00

**January 2005**

Level 1 Year 1 \$558.00 per week  
Year 2 \$622.00

Level 2 \$685.00  
Level 3 \$738.00  
Level 4 \$821.00  
Level 5 \$938.00  
Level 6 \$1023.00

**December 2005**


Level 1 Year 1 \$575.00 per week  
Year 2 \$640.00

Level 2 \$706.00  
Level 3 \$761.00  
Level 4 \$846.00  
Level 5 \$966.00  
Level 6 \$1053.00

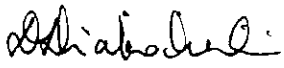
**October 2006**


Level 1 Year 1 \$592.00 per week  
Year 2 \$659.00

Level 2 \$727.00  
Level 3 \$784.00  
Level 4 \$871.00  
Level 5 \$995.00  
Level 6 \$1085.00

  
and on behalf of the School

M.M. SMITH PRINCIPAL.

 TEACHER  
.....  
For and on behalf of the Staff

 M. PAPPAS  
Witness