



BALLARAT AND QUEEN'S ANGLICAN GRAMMAR SCHOOL

ABN: 93 005 091 805

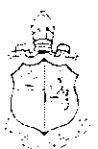
CERTIFIED AGREEMENT

2005 - 2006

12 September, 2005



Ballarat and Queen's Anglican Grammar School
ABN: 93 005 091 805. A member of the international Round Square



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**BALLARAT AND QUEEN'S ANGLICAN GRAMMAR SCHOOL
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Part I - Preliminary Matters

1. Title

1.1 This Agreement will be known as the Ballarat and Queen's Anglican Grammar School Certified Agreement 2005 ("the Agreement").

2. Arrangement

Clause Number	Subject Matter
1	Title
2	Arrangement
3	Type Of Agreement
4	Coverage
5	Application
6	Relationship To Other Industrial Agreements
7	Duration
8	Issue Resolution
9	Salary & Allowances (Teachers)
10	Long Service Leave (Teachers)
11	Orientation Clause
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13	Notice Provisions
14	Rates of Pay (School Assistants)
15	Long Service Leave (School Assistants)
16	Introduction of Change
17	Redundancy
18	Termination of Employment
19	Employee Rebates
20	Parental Leave
21	Variations To The Award

3. Type of Agreement

3.1 This Agreement is a Certified Agreement with employees (Section 170LK) made pursuant to Division 2 of Part VI B of the *Workplace Relations Act 1996* (Cth).

4. Coverage

4.1 This Agreement covers Teachers employed pursuant to the *Victorian Independent Schools - Teachers - Award 1998*, and the *Victorian Independent School - Early Childhood Teachers - Award 2004*, and School Assistants employed pursuant to the *Victorian Independent Schools - School Assistants - Award 1998*.

5. Application

5.1 This Agreement is binding upon Ballarat and Queen's Anglican Grammar School ("the School") (ABN: 93 005 091 805), and Teachers and School Assistants employed by the School.

6. Relationship To Other Industrial Instruments

6.1 Terms and conditions of employment for Primary and Secondary Teachers as specified in this Agreement will operate in conjunction with the *Victorian Independent Schools - Teachers - Award 1998*.

6.2 Terms and conditions of employment for Early Learning Centre Teachers as specified in this Agreement will operate in conjunction with the *Victorian Independent Schools - Early Childhood Teachers - Award 2004*.

6.3 Terms and conditions of employment for School Assistants as specified in this Agreement will operate in conjunction with the *Victorian Independent Schools - School Assistants - Award 1998*.

6.4 Where this Agreement prescribes different or inconsistent terms and conditions, this Agreement will prevail to the extent of the difference or inconsistency.

6.5 This Agreement replaces in full and has the effect of terminating the *Ballarat and Queen's Anglican Grammar School Certified Agreement 2003*.

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6.6 The terms and conditions of the *Victorian Independent Schools - Teachers - Award 1998*, the *Victorian Independent Schools - Early Childhood Teachers - Award 2004* and the *Victorian Independent Schools - Schools Assistants - Award 1998*, that regulated the employment of the persons whose terms and conditions are regulated by this Agreement shall be terms of this Agreement. Those Award terms shall be incorporated as they stood on the date of certification of this Agreement. Where a specific term of this Agreement prescribes a different entitlement to the Award term incorporated by reason of this paragraph, the express Agreement term shall prevail.

7. Duration

The Agreement will apply from the first full pay period commencing on or after the date of certification by the Australian Industrial Relations Commission and will remain in effect until 31st December 2006.

8. Issue Resolution

Where a dispute arises concerning matters arising under the Agreement, the School and the employee(s) will follow the grievance procedure outlined in Clause 9 of the *Victorian Independent Schools - Teachers - Award 1998*.

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Part II - Terms and Conditions of Employment for Teachers

9. Salary and Allowances

- 9.1 In lieu of the rates of pay prescribed in paragraph 14.1.3 of the *Victorian Independent Schools Teachers Award 1998* and the *Victorian Independent Schools Early Childhood Teachers Award 2004*, from the first full pay period commencing on or after the dates specified below, the School will pay not less than the following rates of pay.

Level	01.02.2005	01.07.2005	01.02.2006	01.07.2006
1	\$45,048	\$45,732	\$46,656	\$47,364
2	\$46,320	\$47,016	\$47,964	\$48,684
3	\$47,652	\$48,372	\$49,344	\$50,088
4	\$49,008	\$49,752	\$50,748	\$51,516
5	\$50,388	\$51,156	\$52,188	\$52,980
6	\$51,840	\$52,620	\$53,676	\$54,492
7	\$53,304	\$54,108	\$55,200	\$56,040
8	\$54,828	\$55,656	\$56,772	\$57,636
9	\$56,388	\$57,240	\$58,392	\$59,280
10	\$58,008	\$58,884	\$60,072	\$60,984
11	\$59,640	\$60,540	\$61,752	\$62,688
12	\$61,368	\$62,292	\$63,540	\$64,500
Senior Teacher	\$63,096	\$64,044	\$65,328	\$66,312
Exemplary Teacher	\$64,884	\$65,868	\$67,188	\$68,208

- 9.2 A registered teacher in the first year of teaching experience will commence on Level 1 of the scale.
- 9.3 Annual incrementation will be at the discretion of the School.
- 9.4 Progression to Senior Teacher will be automatic after one year on Level 12 at Ballarat Grammar, except that a teacher at 0.4FTE or less shall be required to complete two years on Level 12 before progressing to Senior Teacher.
- 9.5 Exemplary Teacher classification is open to entry after one year as a Senior Teacher, has a renewable three year tenure and is subject to the selection criteria published in School Policy documents, except that a teacher at 0.4FTE or less shall be required to complete two years as a Senior Teacher before being eligible to apply for Exemplary Teacher classification.
- 9.6 The salary rates stated above for Teachers are not inclusive of Annual Leave Loading.
- 9.7 Any increase in Award rates of pay will be absorbed into the rates stated in 9.1. The School will adjust salaries, if necessary, to ensure that the total salary paid to any Employee, during the period of the Agreement is equal to, or greater than, that payable over this same period under the Award.
- 9.8 **Allowances**
In lieu of the rates of pay prescribed in Clause 18 of the *Victorian Independent Schools Teachers Award 1998*, from the first full pay period commencing on or after the date of certification of this Agreement, the School will pay not less than the following annual allowances to holders of tenured positions of responsibility:

Allowances	2005 Monthly	2005 Annual	2006 Monthly	2006 Annual
Small Department	\$112.50	\$1,350	\$116.67	\$1,400
Medium Department	\$225.00	\$2,700	\$233.33	\$2,800
Large Department	\$337.50	\$4,050	\$350.00	\$4,200
Very Large Department	\$450.00	\$5,400	\$466.67	\$5,600
Head of House	\$337.50	\$4,050	\$350.00	\$4,200
Non-Resident Boarding	\$337.50	\$4,050	\$466.67	\$5,600
Head of Boarding House	\$675.00	\$8,100	\$700.00	\$8,400
Level Co-ordinator	\$337.50	\$4,050	\$350.00	\$4,200

- 9.9 **Pay Period**
The pay period will be monthly (12 payments per year), with electronic transfers occurring on the bank business day on or about the 15th of the month, which will be for half a month in arrears and half a month in advance of this date.
- 9.10 **Superannuation**
Contributions paid by the School, will be at a rate of 9%. For staff wishing to avail themselves of Income Protection, this will be offered by way of salary sacrifice.

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10. Long Service Leave

10.1 Entitlement

Unless otherwise agreed by the School and the Teacher, Long Service Leave entitlement for Teachers shall be in accordance with the relevant award provisions and the provisions of the *Long Service Leave Act 1992* (Vic.).

10.2 Payment in Lieu of Leave

10.2.1 In lieu of Section 74 of the *Long Service Leave Act 1992* (Vic.), the School and the Teacher may agree to an arrangement where the Teacher will choose to be paid part of their accrued Long Service Leave in lieu of taking the leave provided:

- (i) that the quantum of leave taken is not less than that which would be accrued under the Act over each ten (10) year period of continuous employment, and
- (ii) that leave is taken for a least ten (10) weeks or one full School term.

10.2.2 For existing leave entitlements, and all future accruals, Long Service Leave will be regarded as consisting of two components:

- (i) two thirds being the Statutory Entitlement as per Long Service Leave Act 1992 (Vic.), which must be taken as leave, and
- (ii) one third being the Award Entitlement which may be taken as leave or payment pursuant to 10.2.1.

Leave taken will be deducted first from the *Statutory Entitlement*

10.3 Taking Leave Early

A teacher may take pro-rata accrued Long Service Leave after seven (7) years of continuous employment.

10.4 Taking of Leave

The taking of leave will be at a time mutually agreed between the School and the Teacher. Should a Teacher not have taken Long Service Leave within three (3) years of accruing an entitlement to 13 weeks' Long Service Leave, the School reserves the right to give a year's notice as to when accrued leave, or part thereof, must be taken.

11. Orientation Period

11.1 Appointments to Staff are made for an initial Probation Period of three (3) months, although this condition may be waived, or the period of probation extended to six (6) months, at the discretion of the Headmaster.

11.2 Prior to appointment, new Teachers will be given in writing, details of the expectations attached to the role which they assume. Upon appointment, staff will begin a formalised Orientation Process outlined in the Staff Handbook, as varied from time to time.

11.3 A first year-out Teacher will be teaching a load of not more than 0.85 FTE for the first year of employment, except by mutual agreement.

12. Specified Term Appointment

12.1 An employee may be engaged for a specified period of time for special purposes other than those specified in Clause 17.1 of the Award. (The majority of the appointments to the School will continue to be unlimited term appointments).

12.2 Specified Term Appointments, outside the provision of the Award, will be appointed for a contract period of at least twelve (12) months.

12.3 An employee engaged in a continuing position, as at the date of certification of this Agreement, will not have their tenure varied by this clause without mutual consent.

12.4 Upon engagement, the School will provide the Teacher employed for a specified period of time with a letter of appointment stating:

- (i) the date of commencement of employment; and
- (ii) the date of cessation of employment.

13. Notice Provisions

13.1 Notice of termination by the School

In lieu of Clause 11.1.1 and 11.1.2 of *Victorian Independent Schools - Teachers - Award 1998*, the following provision shall apply:

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13.1.1 The School will give a full term's notice in writing or full payment in lieu.

13.2 Notice of termination by the Employee

In lieu of Clause 11.2.1 of *Victorian Independent Schools - Teachers - Award 1998*, the following provision shall apply:

13.2.1 An employee must give the School a minimum of a full term's notice in writing.

13.2.2 The notice period required by 13.2.1 may be waived at the discretion of the Headmaster, and would normally be waived where the employee has, within the notice period, given informal indications of possible resignation.

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Part III – Terms and Conditions of Employment for School Assistants

14. Rates of Pay

- 14.1 In lieu of the rates of pay prescribed in paragraph 14.1.3 of the *Victorian Independent Schools – School Assistants Award 1998*, from the first full pay period commencing on or after the dates specified below, the School will pay not less than the following rates of pay and allowances for School Assistants *with four (4) weeks' Annual Leave*:

Classification	01 02 2005	01 07 2005	01 02 2006	01 07 2006
Grade 1				
In first year of experience	\$28,344	\$28,776	\$29,364	\$29,808
In second year of experience	\$29,148	\$29,592	\$30,192	\$30,648
In third year of experience	\$29,964	\$30,420	\$31,032	\$31,500
In fourth year of experience	\$30,732	\$31,200	\$31,836	\$32,316
In fifth year and thereafter	\$31,548	\$32,028	\$32,676	\$33,168
Grade 1A				
In first year of experience	\$32,436	\$32,928	\$33,588	\$34,104
In second year and thereafter	\$33,156	\$33,660	\$34,344	\$34,860
Grade 2				
In first year of experience	\$33,156	\$33,660	\$34,344	\$34,860
In second year of experience	\$33,960	\$34,476	\$35,172	\$35,712
In third year of experience	\$34,752	\$35,280	\$35,988	\$36,540
In fourth year of experience	\$35,556	\$36,096	\$36,828	\$37,392
In fifth year of experience	\$36,360	\$36,912	\$37,656	\$38,232
In sixth year and thereafter	\$37,164	\$37,728	\$38,484	\$39,072
Grade 3				
In first year of experience	\$37,164	\$37,728	\$38,484	\$39,072
In second year of experience	\$38,124	\$38,700	\$39,480	\$40,080
In third year of experience	\$39,096	\$39,684	\$40,488	\$41,100
In fourth year of experience	\$40,068	\$40,680	\$41,496	\$42,120
In fifth year of experience	\$41,028	\$41,652	\$42,492	\$43,140
In sixth year and thereafter	\$42,000	\$42,636	\$43,500	\$44,160
Grade 4				
In first year of experience	\$40,068	\$40,680	\$41,496	\$42,120
In second year of experience	\$41,028	\$41,652	\$42,492	\$43,140
In third year of experience	\$42,000	\$42,636	\$43,500	\$44,160
In fourth year of experience	\$42,960	\$43,608	\$44,484	\$45,156
In fifth year of experience	\$43,932	\$44,592	\$45,492	\$46,176
In sixth year and thereafter	\$44,892	\$45,576	\$46,500	\$47,208

- 14.2 In lieu of the rates of pay prescribed in paragraph 14.2.3 of the *Victorian Independent Schools – School Assistants Award 1998*, from the first full pay period commencing on or after the dates specified below, the School will pay not less than the following rates of pay and allowances for School Assistants *entitled to school holidays without deduction of pay*:

Classification	01 02 2005	01 07 2005	01 02 2006	01 07 2006
Grade 1				
In first year of experience	\$26,160	\$26,556	\$27,096	\$27,504
In second year of experience	\$26,904	\$27,312	\$27,864	\$28,284
In third year of experience	\$27,660	\$28,080	\$28,644	\$29,076
In fourth year of experience	\$28,368	\$28,800	\$29,388	\$29,832
In fifth year and thereafter	\$29,124	\$29,568	\$30,168	\$30,624
Grade 1A				
In first year of experience	\$29,940	\$30,396	\$31,008	\$31,476
In second year and thereafter	\$30,600	\$31,068	\$31,692	\$32,172
Grade 2				
In first year of experience	\$30,600	\$31,068	\$31,692	\$32,172
In second year of experience	\$31,344	\$31,824	\$32,472	\$32,964
In third year of experience	\$32,088	\$32,580	\$33,240	\$33,744
In fourth year of experience	\$32,820	\$33,324	\$33,996	\$34,512
In fifth year of experience	\$33,564	\$34,068	\$34,752	\$35,280
In sixth year and thereafter	\$34,308	\$34,824	\$35,532	\$36,072
Grade 3				
In first year of experience	\$34,308	\$34,824	\$35,532	\$36,072
In second year of experience	\$35,196	\$35,736	\$36,456	\$37,008
In third year of experience	\$36,096	\$36,648	\$37,392	\$37,956

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In fourth year of experience	\$36,984	\$37,548	\$38,304	\$38,880
In fifth year of experience	\$37,872	\$38,448	\$39,228	\$39,828
In sixth year and thereafter	\$38,760	\$39,348	\$40,140	\$40,752
Grade 4				
In first year of experience	\$36,972	\$37,536	\$38,292	\$38,868
In second year of experience	\$37,872	\$38,448	\$39,228	\$39,828
In third year of experience	\$38,760	\$39,348	\$40,140	\$40,752
In fourth year of experience	\$39,660	\$40,260	\$41,076	\$41,700
In fifth year of experience	\$40,548	\$41,160	\$41,988	\$42,624
In sixth year and thereafter	\$41,436	\$42,060	\$42,912	\$43,560

14.3 The salary rates in Clauses 14.1 and 14.2 for School Assistants are not inclusive of Annual Leave Loading.

14.4 Any increase in Award rates of pay will be absorbed into the rates stated in Clauses 14.1 and 14.2 of the School Assistants Award. The School will adjust salaries, if necessary, to ensure that the total salary paid to any Employee, during the period of the Agreement is equal to, or greater than, that payable over this same period under the Award.

14.5 Pay Period

The pay period will be monthly (12 payments per year), with electronic transfers occurring on the bank business day on or about the 15th of the month, which will be for half a month in arrears and half a month in advance of this date.

14.6 Superannuation

In accordance with Clause 19 of the Award, contributions paid by the School will be at a rate of 9%. For staff wishing to avail themselves of Income Protection, this is offered by way of salary sacrifice.

15. Long Service Leave

15.1 Entitlement

Long Service Leave entitlement for School Assistants shall be in accordance with Clause 26 of the *Victorian Independent Schools – School Assistants – Award 1998*.

15.2 Taking Leave Early

School Assistants may take pro-rata Long Service Leave after ten (10) years of continuous employment.

15.3 Taking of Leave

The taking of leave will be at a time mutually agreed between the School and the School Assistant. Should a School Assistant not have taken Long Service Leave within three (3) years of accruing an entitlement to 13 weeks' Long Service Leave, the School reserves the right to give a year's notice as to when accrued leave, or part thereof, must be taken.

Part IV - Terms & Conditions of Employment for Teachers & School Assistants

16. Introduction of Change

16.1 The School's Duty To Notify Staff

16.1.1 Where the School has made a definite decision to introduce major changes in:

- program;
- organisation; or
- resources

that are likely to have significant effects on staff, the School will notify the staff who may be affected by the proposed changes.

16.1.2 "Significant effects" include:

- termination of employment;
- major changes in composition or size of School's workforce;
- reduction in promotion opportunities and job tenure;
- the need for retraining;
- the restructuring of jobs;
- substantial change to the time fraction of part-time staff.

16.2 The School's Duty to Discuss

16.2.1 The School will discuss with the staff affected and their representative, if they request representation:

- the introduction of changes referred to in 16.1;
- the effects the changes are likely to have on staff;
- measures to avert or mitigate any adverse effects of such changes on staff.

16.2.2 The School will give prompt consideration to matters raised by staff in relation to the changes.

16.2.3 The School will commence discussions as early as possible, and will provide information in writing as soon as practicable.

16.2.4 For the purpose of such discussions, the School will not be required to disclose confidential information, the disclosure of which would be contrary to the School's interest.

17. Redundancy

17.1 Discussions before Termination

17.1.1 Where the School has made a definite decision that it no longer wishes the job an employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour, the School will hold discussions with the employee directly affected and with the employee's representative, if the employee requests representation.

17.1.2 The School will hold these discussions as early as practicable.

17.1.3 Pursuant to 17.1.2, the School will discuss, inter alia:

- the reason(s) for the proposed terminations;
- measures to avoid or minimise the terminations;
- measures to mitigate any adverse effects of any terminations on the staff concerned.

17.1.4 For the purpose of the discussion, the School will, as soon as practicable, provide in writing to the staff concerned all relevant information about the proposed terminations.

17.1.5 For the purpose of the discussions, the School is not required to disclose confidential information, the disclosure of which would be contrary to the School's interest.

17.2 Severance Payments

17.2.1 The following scale of severance payments will apply in lieu of the severance scales prescribed in subclause 10.3 of the *Victorian Independent Schools - Teachers - Award 1998*, the subclause 10.3 of the *Victorian Independent School - Early Childhood Teachers - Award 2004* and subclause 9.3 of the *Victorian Independent Schools - School Assistants - Award 1998*.

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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	9 weeks' pay
6 years but less than 7 years	10 weeks' pay
7 years but less than 8 years	11 weeks' pay
8 years but less than 9 years	12 weeks' pay
9 years but less than 10 years	13 weeks' pay
10 years but less than 11 years	14 weeks' pay
11 years but less than 12 years	15 weeks' pay
12 years but less than 13 years	16 weeks' pay
13 years but less than 14 years	17 weeks' pay
14 years but less than 15 years	18 weeks' pay
15 years but less than 16 years	19 weeks' pay
16 years but less than 17 years	20 weeks' pay
17 years but less than 18 years	21 weeks' pay
18 years but less than 19 years	22 weeks' pay
19 years but less than 20 years	23 weeks' pay
20 years and over	26 weeks' pay

18. Termination of Employment

18.1 Termination by School

18.1.1 Except in the case of redundancy, the School may terminate the employment of an employee:

- summarily; or
- on notice, for reasons related to the employee's conduct or performance.

18.1.2 If the School is considering whether to terminate an employee's employment for reasons related to 18.1.1, the School must give the employee an opportunity to be heard in defence of the allegations, unless the School could not reasonably have been expected to give the employee that opportunity.

18.2 Summary Dismissal

18.2.1 The School may terminate an employee's employment summarily where that employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the School to continue the employment during the notice period.

18.3 Conduct or Performance

18.3.1 If the School is considering whether to terminate an employee for reasons related to conduct or performance, the School must apply the provisions of 18.4 (Performance Management).

18.3.2 If the School terminates the employment of an employee, the School must give notice in accordance with 13.1.

18.4 Performance Management (formerly known as "Due Process")

18.4.1 Performance Management will commence with the School advising the employee in writing of:

- the School's concerns with the employee's conduct or performance;
- the time, date, and place of the first Performance Management meeting;
- the employee's right to be accompanied by a nominee of their choice at all Performance Management meetings;
- the School's right to terminate the employment should Performance Management not resolve the School's concerns.

18.4.2 Performance Management meetings will:

- include discussions of the School's concerns with the employee's conduct or performance;
- give the employee an opportunity to respond to the School's concerns;
- include discussion of any counselling or assistance, where appropriate, available to the employee;
- include documentation, where appropriate;
- set periods of review, as appropriate.

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18.4.3 If, following Performance Management, the School's decision is to terminate the employment of an employee, then the School must give notice in accordance with 13.1

19. Employee Rebates

19.1 Employees who are, or are to be, employed for twelve months or longer will become entitled to the following Rebates on the Tuition Fees for their children at the School, with any child accessing only one such rebate:

	SENIOR SCHOOL	JUNIOR SCHOOL & ELC
19.1.1 Full-time employees employed prior to 1984	55% ^a	55% ^a
19.1.2 Other employees at 0.5 FTE or greater	40% ^a	50% ^a
19.1.3 Employees at least 0.2 FTE but less than 0.5 FTE	20% ^a	25% ^a

19.2 To the employee rebates outlined in clause 19.1 are added standard Sibling Rebates as published in the Business Notice of the School.

19.3 Subject to 19.4 the above Rebates will not be reduced for the period the employee remains employed by the School.

19.4 Rebates may be suspended if payments of School Fees are not kept in line with terms of the Business Notice of the School.

20. Parental Leave

20.1 Maternity Leave is available to Employees in accordance with their Award provisions. The following additional benefits are available to employees eligible for maternity leave as principal care-givers.

20.2 Special Leave for Male Parents

The School may, at the discretion of the Headmaster, grant up to one week's paid leave to a male teacher or school assistant following the birth of his child. The timing of the birth, the needs of the family and the needs of the School will be taken into account in making a decision about such leave. The granting of such leave shall not be unreasonably withheld.

20.3 Maternity Allowance

20.3.1 Where an Employee is granted Maternity Leave in accordance with this clause, the Employee will be paid a Maternity Allowance equivalent to the normal weekly rate of pay for the first six (6) weeks of Maternity Leave taken during Term time.

20.3.2 If the Employee's Maternity Leave includes a period with less than six (6) weeks during Term time, the Employee's entitlement to a Maternity Allowance will be equal to the number of weeks of leave taken during Term time.

20.3.3 All Maternity Leave granted in accordance with this clause and the relevant Award will be unpaid.

21. Variations To The Agreement

21.1 Any term of this Agreement may be varied by agreement between the parties and shall be in accordance with the provisions of the Workplace Relations Act (1996).


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Part V - Declaration

This Agreement is made at Ballarat, VICTORIA on this 20th of the month of September 2005

Signed for and on behalf of:

Ballarat and Queen's Anglican Grammar School



Mr Stephen Higgs Headmaster

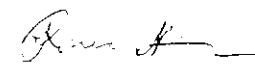
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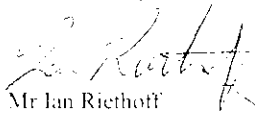

Mr Peter Hmt Business Manager

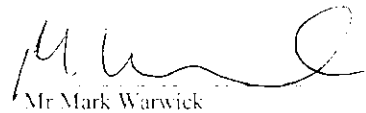
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Ballarat and Queen's Anglican Grammar School

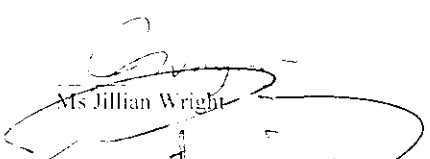

Mr Richard Carroll


Mr Don MacInnes


Mrs Karen Nijam


Mr Ian Riethoff


Mr Mark Warwick


Ms Jillian Wright

In the presence of


Witness