

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

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

**Camberwell Anglican Girls' Grammar School**

and

**Independent Education Union of Australia**  
(AG2004 8200)

**CAMBERWELL ANGLICAN GIRLS' GRAMMAR SCHOOL CERTIFIED  
AGREEMENT (TEACHERS) 2005**

Educational services

SENIOR DEPUTY PRESIDENT LLOYD

MELBOURNE, 14 DECEMBER 2004

**CERTIFICATION OF AGREEMENT**

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

Pursuant to s.170M(3) and correspondence received from the Independent Education Union of Australia (IEU) dated 18 November 2004, I order that the IEU be bound to this agreement.

This agreement shall come into force from 1 February 2005 and shall remain in force until 31 January 2008.

BY THE COMMISSION:



SENIOR DEPUTY PRESIDENT

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**Camberwell Anglican Girls' Grammar School  
Certified Agreement (Teachers) 2005**

## **Part 1 – Preliminary Matters**

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### **1 Title**

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This Agreement will be known as the Camberwell Anglican Girls' Grammar School Certified Agreement (Teachers) 2005 ("the Agreement").

### **2 Arrangement**

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### **3 Type of Agreement**

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This Agreement is a Certified Agreement between the employer and employees made pursuant to Section 170LK under Division 2 of Part VIB of the Workplace Relations Act 1996 (Cth).

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## **4 Coverage**

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This Agreement covers teachers employed pursuant to the Victorian Independent Schools Teachers Award 1998 ("the Award").

## **5 Application**

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This Agreement is binding upon Camberwell Anglican Girls' Grammar School ("the School") and teachers employed by the School.

## **6 Relationship to Other Industrial Instruments**

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- 6.1 The terms and conditions of employment for teachers as specified in this Agreement will operate in conjunction with the Award.
- 6.2 Where this Agreement prescribes different or inconsistent terms and conditions from the Award, this Agreement will prevail to the extent of the difference or inconsistency.

## **7 Duration**

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The 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 January 2008.

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## Part 2 – Terms and Conditions of Employment for Teachers

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### 1 Letter of Appointment

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Upon engagement, the School will provide a teacher (other than an emergency teacher) with a letter of appointment.

### 2 Statement of Service

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Upon termination of a teacher's employment, the School will provide the teacher with a statement of service specifying:

- the period of employment;
- the classification of or type of work performed by the teacher; and
- any additional responsibilities or duties.

### 3 Introduction of Major Change

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#### The School's duty to notify

3.1 Where the School is planning to introduce major changes in:

- production;
- program;
- organisation;
- structure; or
- technology.

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

3.2 Significant effects include:

- termination of employment;
- major changes in the composition, operation or size of the School's workforce or in the skills required;
- the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- the alteration of hours of work;
- the need for retraining or transfer of teachers to other work or locations; and
- the restructuring of jobs.

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

### **The School's duty to discuss change**

- 3.4 The School will discuss with the teachers affected:
- the introduction of the changes referred to in clause 3.1;
  - the effects the changes are likely to have on teachers;
  - measures to avert or mitigate the adverse effects of such changes on teachers.
- 3.5 The School will give prompt consideration to matters raised by the teachers in relation to the changes.
- 3.6 The School will commence discussions as early as practicable after the School has made a definite decision to make the changes referred to in clause 3.4.
- 3.7 For the purposes of such discussion and subject to clause 3.8, the School will provide in writing to the teachers concerned, all relevant information about the changes including:
- the nature of the changes proposed;
  - the expected effects of the changes on teachers; and
  - any other matters likely to affect teachers.
- 3.8 For the purposes of such discussion under clause 3.7, the School will not be required to disclose confidential information the disclosure of which would be inimical to the School's interests.

## **4 Salaries**

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- 4.1 In lieu of the rates of pay specified under the Award, the salary payable to a full-time registered teacher for the periods:
- (a) 1 February 2005 to 31 January 2006;
  - (b) 1 February 2006 to 31 January 2007; and
  - (c) 1 February 2007 to 31 January 2008.
- is attached to this Agreement.
- 4.2 Teachers receiving a responsibility allowance will have the allowance included in their pay for superannuation purposes during the period the allowance is payable.
- 4.3 Payments for responsibility allowances will be increased by the following percentages on and from the nominated dates:
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|-----------------|----|
| 1 February 2005 | 3% |
| 1 February 2006 | 3% |
| 1 February 2007 | 3% |

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## 5 Staff Fee Discount

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- 5.1 Permanent teachers are eligible to a thirty three and one third percent discount on tuition fees for each dependent child; except for new enrolments in the Early Learning Centre.
- 5.2 The discount will be applied on a proportionate basis for teachers working less than full time.
- 5.3 Teachers are entitled to only one fee discount per student (i.e. only one of staff fee discount or scholarship discount or sibling discount).

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## 6 Parental Leave

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- 6.1 Permanent female members of teaching staff who have served more than one year in the School will be eligible for 12 weeks paid maternity leave or adoption leave, to be paid in two parts, six weeks at the beginning of the maternity leave or adoption leave period and six weeks on completion of the one full school term's work after return to school duties. Payment for the second six weeks is at the same rate as the first six weeks.
- 6.2 Permanent male members of teaching staff who have served more than one year in the School are eligible for five days paid paternity or adoption leave, to be taken within six weeks after the birth of the child or placement of a child for adoption.
- 6.3 The leave payable under clause 6.1 and clause 6.2 is reduced to the extent that any payment or allowance is payable under any legislation during the term of this Agreement.
- 6.4 Paid leave under clause 6.1 or clause 6.2 cannot be taken concurrently with any other paid leave entitlement.
- 6.5 Periods of paid and unpaid leave under clause 6.1 or clause 6.2 are not counted for the purpose of accrual of any benefits or entitlements under this Agreement or the Award.

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## 7 Long Service Leave

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- 7.1 The School acknowledges that long service leave is for the purpose of refreshment.
- 7.2 The amount of long service leave entitlement shall be:
  - (a) on the completion of seven years continuous employment with the School – such long service leave as equals one fortieth of the period of the teacher's continuous employment subject to clause 7.4. It is a requirement that this leave is to be taken within five years after the date of accrual of entitlement to such leave falling due and within two years after the date of the accrual of each subsequent entitlement;

- (b) calculated on the basis of a full school year, with pro rata entitlement for part year employment, each anniversary being on 1 February; and
- (c) the accumulation of annual entitlements less entitlements taken.

7.3 The following principles apply to long service leave:

- (a) applications for long service leave must be in writing not less than 12 months before the proposed commencing date of the leave, and must specify the period of leave sought;
- (b) the time for taking long service leave shall be negotiated with the Principal (one year in advance) so that leave can be co-ordinated and appropriate allotment set;
- (c) the leave shall be taken for a minimum period of, and to coincide with, a school term;
- (d) teachers eligible for long service leave of less than, but a substantial part of, one term may, at the same time as the application for long service leave, apply for leave without pay for the period less than a full school term so that the total period of leave equates to one full school term;
- (e) teachers eligible for long service leave in excess of one term may:
  - (i) in conjunction with actual long service leave of not less than one term, direct the school to pay up to 50% of the teacher's remaining long service leave entitlement; and
  - (ii) at the same time as the application for long service leave, apply for leave without pay for the period less than a full school term so that the total period of leave equates to full consecutive school terms.

7.4 If due to extenuating circumstances a teacher is unable to give the period of notice required under clause 7.3(a) or (b), the teacher may apply in writing for long service leave, stating the extenuating circumstances. Approval of the application is at the discretion of the Principal.

7.5 In the case of a teacher who has completed more than seven years continuous employment with the School and whose employment is terminated otherwise than by the death of the teacher, the balance of any entitlement to long service leave is calculated pursuant to clause 7.2.

7.6 Where a teacher who has completed more than seven years continuous employment with the School dies while still in continuous employment of the School, the School shall thereupon pay to the teacher's legal personal representative the balance of any entitlement to long service leave as calculated pursuant to clause 7.2.

- 7.7 Part-time teachers will be entitled to long service leave on the same basis as full-time teachers subject to the following:
- (a) where the teacher's time fraction has been constant, payment shall be made at that time fraction; and
  - (b) where the teacher's time fraction has varied, payment shall be based on the weighted mean of the teacher's time fraction calculated over the total period of part-time service.
- 7.8 Long service leave will not accrue for any period of leave without pay unless otherwise agreed by the School in writing.

## **8 Overnight Inconvenience Allowance**

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- 8.1 Teachers attending overnight whole year level camps for years 3, 4, 5, 6, 7, 8, 9 and 10 are entitled to payment of an inconvenience allowance of \$40 per night on the following basis:
- (a) minimum of two nights away from School;
  - (b) all teachers are expected to be available for duty at overnight camps and other after School hours school activities; and
  - (c) teachers proposing to attend a camp for which the allowance is payable must first be approved by the Principal.
- 8.2 No allowance is payable for any other out of School hours school activity, whether day, overnight or overseas.

## **9 Allowance for Approved Study**

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- 9.1 An allowance of \$2,000 per annum is payable to teachers with a pre-existing post-graduate study qualification (being masters equivalent and above) approved by the Principal.
- 9.2 An allowance of \$1,000 per annum is payable to teachers who successfully complete the first 50% of a post-graduate course (masters equivalent and above) approved by the Principal.
- 9.3 In the year following successful completion of the post graduate course in clause 9.2 the teacher is entitled to a total allowance of \$2,000 per annum.

## **10 Staff Review System**

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- 10.1 The School will conduct an annual review of teaching staff. The review will be goal based and include current knowledge and skills in the following areas:

- Curriculum;
- Teaching and learning processes;
- Teaching methodology;
- Classroom management;
- Assessment and reporting; and
- The co-curricular program.

10.2 In addition to the areas listed in clause 10.1, criteria for responsibility will include:

- Planning, organisation and budgeting; and
- Management of students, staff and resources.

## **11 Termination of Employment**

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### **Termination of employment by the school**

11.1 The School may terminate the employment of a teacher:

- (a) summarily, where the teacher is guilty of serious misconduct of a kind where it would be unreasonable to require the School to continue the employment during the notice period;
- (b) for reasons of redundancy; or
- (c) on notice, for reasons related to the teacher's conduct or performance.

11.2 Where the School is considering whether to terminate the employment of a teacher for reasons related to conduct or performance, the School will apply the provisions of clause 11.3 (due process).

### **Due process**

11.3 If clause 11.2 applies the School must inform the teacher in writing of:

- (a) the School's concerns with the teacher's conduct or performance;
- (b) the time, date and place of the first due process meeting;
- (c) the teacher's right to be accompanied by a nominee of the teacher's choice at all due process meetings; and
- (d) the School's right to terminate the employment should due process not resolve the School's concerns.

11.4 Due process meetings will:

- (a) include discussion of the School's concerns with the teacher's conduct or performance;
- (b) give the teacher an opportunity to respond to the School's concerns;

- (c) include discussion of any counselling or assistance, where appropriate, available to the teacher;
- (d) include documentation, where appropriate; and
- (e) set periods of review, as appropriate.

11.5 If, following due process, the School's decision is to terminate the employment of the teacher, then the School will give notice in accordance with clause 11 of the Award.

## **12 Redundancy - Severance Pay**

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### **Discussions before termination**

- 12.1 Where the School has made a definite decision that the School no longer wishes the job the teacher 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 School will hold discussions with the teachers directly affected.
- 12.2 The School will hold discussions as soon as practicable after the School has made a definite decision which will invoke the provisions of clause 12.1.
- 12.3 Pursuant to clause 12.2, the School will discuss, inter alia:
- the reason(s) for the proposed termination;
  - measures to avoid or minimise the termination;
  - measures to mitigate any adverse effects of any terminations on the teachers concerned.
- 12.4 For the purposes of the discussion pursuant to clause 12.2, the School will, as soon as practicable, provide in writing to the teachers concerned, all relevant information about the proposed terminations including:
- the reason(s) for the proposed terminations;
  - the number and categories of teachers likely to be affected;
  - the number of workers normally employed;
  - the period over which the terminations are likely to be carried out.
- 12.5 For the purposes of clause 12.2 to clause 12.4, the School is not required to disclose confidential information the disclosure of which would be inimical to the School's interest.

### **Transfer to lower paid duties**

- 12.6 Where the School transfers a teacher to lower paid duties for reasons set out in clause 12.1, the teacher will be entitled to the same period of notice of transfer as the teacher would have been entitled to if the teacher's employment had been terminated.

- 12.7 The School may at the School's option, make payment in lieu of notice of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate for the number of weeks of notice still owing.

### Severance pay

- 12.8 In addition to the period of notice prescribed for ordinary termination in the Award, a teacher whose employment is terminated for reasons set out in clause 12.1 will be entitled to the following amount of severance pay, at ordinary pay levels, in respect of a period of continuous service:

Years Of Service	Entitlement (less than 45 years)	Entitlement (45 years or over)
0-1	Nil	Nil
1-2	4 weeks	8.75 weeks
2-3	7 weeks	12.5 weeks
3-4	10 weeks	15 weeks
4-5	12 weeks	17.5 weeks
5-6	14 weeks	17.5 weeks
6 years and over	16 weeks	20 weeks

- 12.9 For the purposes of this clause:

- (a) **Continuity of service** includes all service for which paid leave was applicable.
- (b) Paid leave may include: personal sick leave, carer's leave, bereavement leave, school holidays, long service leave, infectious diseases leave, examination leave, qualification conferral leave and leave during which accident make-up payments are being received by the teacher.
- (c) Periods of unpaid leave are not included except at the discretion of the School.
- (d) **Week's pay** means the ordinary time rate of pay for the teacher concerned.

- 12.10 The teacher is not entitled to receive a severance payment greater than the amount which the teacher would have earned if employment with the School had proceeded to the teacher's normal retirement date.

### Teacher leaving during notice

- 12.11 A teacher whose employment is terminated for reasons set out in clause 12.1 may terminate the contract of employment during the period of notice.
- 12.12 A teacher who terminates the contract of employment under clause 12.11 is entitled to the same benefits and payments under this clause had the teacher remained with the School until the expiry of such notice. In such circumstances the teacher is not entitled to payment in lieu of notice.

**Alternative employment**

- 12.13 The School, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the School obtains acceptable alternative employment for a teacher.

**Time off during notice period**

- 12.14 During the period of notice of termination given by the School a teacher will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 12.15 If the teacher has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the School may request the teacher to produce proof of attendance at an interview.
- 12.16 A teacher is not entitled to receive payment for the time absent where the teacher does not produce proof of attendance at an interview in accordance with the School's request.
- 12.17 A statutory declaration will be sufficient evidence of attendance at an interview.

**Transmission of business**

- 12.18 Where a business is after the date of this Agreement, transmitted from an employer (in this subclause called **the transmitter**) to another employer (in this subclause called **the transmittee**) and a teacher who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmittee:
- (a) the continuity of the employment of the teacher will be deemed not to have been broken by reason of such transmission; and
  - (b) the period of employment which the teacher has had with the transmitter or any prior transmitter will be deemed to be service of the teacher with the transmittee.
- 12.19 In clause 12.18 **business** includes trade, process, business or occupation and includes part of any such business and **transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.

**Teachers with less than one year's continuous service**

- 12.20 This clause 12 does not apply to teachers with less than one year's continuous service.
- 12.21 The general obligation on the School is to give teachers with less than one year's continuous service:
- an indication of the impending redundancy at the first reasonable opportunity; and
  - to take reasonable steps to facilitate the obtaining by the teachers of suitable alternative employment.

**Teachers exempted**

- 12.22 This clause 12 does not apply:

- where employment is terminated as a consequence of conduct that justifies summary dismissal;
- where employment is terminated by due process;
- to teachers engaged as replacement teachers; or
- to teachers who prior to employment were advised in writing that the position sought would become redundant on completion of a specified task of a fixed duration or one year or less.

**Exemption**

- 12.23 Subject to an award of the Commission, in a particular redundancy case, this clause 12 does not apply if the School employs less than fifteen employees.

**Incapacity to pay**

- 12.24 The School, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the School's incapacity to pay.

## **13 Dispute Resolution Procedure**

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- 13.1 It is agreed between the parties that wherever possible informal means will be used to resolve any industrial disputes, including any dispute regarding the terms of this Agreement or its implementation.
- 13.2 In cases where informal means are not successful in resolving a dispute, the parties shall meet and seek to resolve the dispute.
- 13.3 In the event that the parties are unable to resolve the dispute, a mutually acceptable mediator shall be appointed to resolve the matter. The parties shall be entitled to representation if they desire.
- 13.4 If the matter cannot be resolved, then either party may refer the matter to the Commission for determination.
- 13.5 Nothing in this clause 13 shall limit a Union member from seeking advice from and representation by the Union, if the teacher chooses to do so.

## **14 Personal Leave**

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- 14.1 A teacher, other than an emergency teacher, is entitled to use up to 10 days' of their unused personal leave during each year of service to care for members of the teacher's immediate family or household who are sick and require the teacher's care and support. Unused carer's leave does not carry forward to the following year.
- 14.2 The teacher must, if required by the School, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and establish that the illness is such as to require care by another person.

### Part 3 – Declaration

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This Agreement is made at Canterbury, Victoria on 9 Dec 2004

Signed for and on behalf of Camberwell Anglican Girls' Grammar School

Gwt Lole

Signed for and on behalf of the teachers of Camberwell Anglican Girls' Grammar School

Pamela Chaikin-Badoen

**Teacher Salary Schedule: 1 February 2005 to 31 January 2006**

T12	\$63,663
T11	\$61,072
T10	\$58,810
T9	\$56,661
T8	\$54,851
T7	\$53,381
T6	\$51,910
T5	\$50,441
T4	\$48,970

**Teacher Salary Schedule: 1 February 2006 to 31 January 2007**

T12	\$65,573
T11	\$62,904
T10	\$60,574
T9	\$58,360
T8	\$56,496
T7	\$54,982
T6	\$53,467
T5	\$51,954
T4	\$50,439

**Teacher Salary Schedule: 1 February 2007 to 31 January 2008**

T12	\$67,540
T11	\$64,791
T10	\$62,391
T9	\$60,110
T8	\$58,190
T7	\$56,631
T6	\$55,071
T5	\$53,512
T4	\$51,952