

CHRIST CHURCH GRAMMAR SCHOOL CERTIFIED AGREEMENT 1995

1. TITLE

This Agreement shall be known as the Christ Church Grammar School Certified Agreement 1995.

2. ARRANGEMENT

This Agreement is arranged as follows

Clause Subject

1. Title
2. Arrangement
3. Parties to this Agreement
4. Application
5. Variation to this Agreement
6. Period of Agreement
7. Issue Resolution Procedure
8. Consultation Procedures
9. Jury Service
10. Leading Teacher (Classroom)
11. Long Service Leave - School Assistants
12. Salary Packaging
13. Salary Scale
14. Smoke Free Environment
15. Student-Teacher Monies
16. School Assistants - Advancement Procedure
17. Education of Employees Children.

3. PARTIES TO THIS AGREEMENT

The parties to this Agreement are Christ Church Grammar School ('the School') and the Independent Education Union of Australia ('the Union').

4. APPLICATION

- 4.1 This Agreement shall apply to the Employer and shall regulate the employment of all employees whose wages and conditions of employment are regulated by the Independent Education (Victoria) Interim Award 1994, or its successor, ('the Award').
- 4.2 This Agreement shall operate in conjunction with the Award, provided that where this Agreement prescribes additional or inconsistent terms and conditions, this Agreement shall prevail over the Award. Save that if at the end of the period of operation of this Agreement, the Award has been or is varied to prescribe terms and conditions that are more favourable than those contained in this Agreement, then the provisions of the Award relating to those conditions shall prevail.

5. VARIATION TO THIS AGREEMENT

The parties to this Agreement agree that if there are variations made to the Independent Education (Victoria) Interim Award 1994, then either party shall have the right to initiate negotiations with the other party in order to negotiate variations to this Agreement. Such variations, if agreed, may be made during the currency of this Agreement.

6. PERIOD OF AGREEMENT

This Agreement shall take effect from the beginning of the first pay period commencing on or after the date of approval by the Australian Industrial Relations Commission and will terminate on July 1st, 1996. The parties commit to the initiation of further negotiations at least 10 weeks prior to the expiry of this period, with the object of developing a succeeding agreement.

7. ISSUE RESOLUTION PROCEDURE

7.1 It is agreed that any issue arising in relation to the implementation or operation of this Agreement shall be subject to the following procedures.

7.1.1 The parties agree that wherever possible, informal means shall be used to resolve the issue including disputes regarding the implementation or interpretation of this agreement.

7.1.2 Where informal means are not successful in resolving an issue, the parties shall meet and seek to resolve the issue

7.1.3 In the event that the parties are unable to resolve the issue, a mutually acceptable mediator may be appointed to assist resolution of the issue.

7.1.4 If the issue still cannot be resolved then either or both of the parties may refer the matter to the Australian Industrial Relations Commission for determination.

7.1.5 The parties shall co-operate to ensure that these procedures are carried out expeditiously.

7.1.6 Until the matter is determined, work shall continue at the discretion of the employer. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this procedure.

7.1.7 During these procedures, the parties are entitled to be represented person or organisation of their choice.

8. CONSULTATION PROCEDURES

8.1 There shall be a Consultative Committee constituted by the following

8.1.1 Three representatives of the School (Employer)

8.1.2 Three representatives of the Teachers and the School Assistants (Employees), who may be Union members (VIEU).

8.2 The School recognises that after the Agreement has been signed there may arise some variations brought forward by either the Staff or the School. If this happens the consultation procedures shall be put in place.

8.3 The Consultative Committee will meet at least once a term to discuss variations and be ready with any alterations at the implementation of the next agreement. In addition the Consultative Committee may meet as and when required at the request of the School (Employer) or at the request jointly of the Staff Representatives.

8.4 The role of the Consultative Committee is to work efficiently and co-operatively to develop a mutually beneficial agreement in relation to terms and conditions of employment for the Staff and Management of Christ Church Grammar School.

9. JURY SERVICE

9.1 Staff members required under the Juries Act 1958 (Victoria) to appear and serve as a juror in any court shall be entitled to be granted leave with pay for the period during which attendance at court is required.

9.2 Staff members must provide :

- (a) written proof to the school of the requirement to attend for jury service
- (b) an estimate of the duration of the absence from duty. The school will be informed immediately of any change to the known period of absence.

9.3 Any payments made to the staff member by Court Authorities with respect to jury service shall be reimbursed to the employer.

10. LEADING TEACHER (CLASSROOM)

10.1 Leading Teacher (Classroom) Level 1 Application Process

10.1.1 Applications for promotion to Leading Teacher (Classroom) Level 1 will be made to the Head.

10.1.2 Not more than one application shall be made per annum.

10.1.3 Applications will provide detailed evidence relating to the achievement of the relevant criteria.

10.1.4 The applicant will provide notification of the nominated third member of the Review Panel - the Applicant's Representative.

10.1.5 Where an application for promotion is rejected by the Review Panel a statement shall be given to the applicant advising how the criteria have not been met.

10.2 Leading Teacher (Classroom) Level 2 Application Process

10.2.1 Applications for promotion to Leading Teacher (Classroom) Level 2 will be made to the Head.

10.2.2 An eligible teacher may apply for Leading Teacher (Classroom) Level 2 positions which have been identified by the Head. The duties of these positions shall be consistent with the role statement and the selection criteria specified in subclauses (d) and (e) of the award.

However, an eligible teacher may make a submission to the Head that he or she is a skilled classroom practitioner who meets the selection criteria specified in subclause (e) of the award.. Such a submission shall identify the role and the duties performed.

The Head shall determine whether the role and duties identified meet the needs of the school.

10.2.3 Not more than one application shall be made per annum.

10.2.4 Applications will provide detailed evidence relating to the achievement of the criteria in subclause (e) of the award.

10.2.5 The applicant will provide notification of the nominated third member of the Review Panel - the Applicant's Representative.

10.2.6 All applicants will have the right to an interview with the Head or to provide written references or other supporting evidence if they so desire.

10.2.7 Appointments shall be at the discretion of the Head.

10.2.8 Where an application for promotion is rejected by the Review Panel a statement shall be given to the applicant advising how the criteria have not been met.

10.3 The Review Panel

10.3.1 Evaluation for LTC - 1 and 2 is through a Review Panel which will consist of three persons :

The Chairman; The Head. A Representative of the Employer - Deputy Head or a Senior Teacher. A Representative chosen by the applicant.

10.3.2 Stages of the Review Panel

Stage 1

- The staff member makes application providing evidence on the appropriate form.
- the applicant provides notification of the nominated third member of the Review Panel - the Applicant's Representative.

Stage 2

- The Head meets with the Applicant to establish what evidence should be supplied and to assist the Applicant's preparation for the interview with the Review Panel. The time frame for gathering the requested evidence will be negotiated at this interview.

Stage 3

- Evidence assembled by the Applicant supporting the application is submitted to the Head for distribution to the Review Panel.

Stage 4

The Review Panel meets :

- first without the Applicant, and reviews the application and the evidence,
- second the Applicant is then invited to participate and,
- third then makes a decision in the absence of the Applicant.

Stage 5

- A follow-up interview with the Head in which the Applicant will be advised of the result of the evaluation. A written statement will be sent to the Applicant, giving reasons for the decisions of the Review Panel.

LONG SERVICE LEAVE - School Assistants

11.1 Long Service Leave terms and conditions shall apply to School Assistants at the School as currently apply to Teachers in Clause 19 of Appendix 1, Part 1 of the Independent Education (Victoria) Interim Award 1994.

12. SALARY PACKAGING

12.1 The School is prepared to provide salary packaging to all members of staff who wish to avail themselves of this arrangement.

12.2 All costs associated with salary packaging must be borne by the staff member. This includes the cost to the School of Fringe Benefits Taxation.

12.3 Provisions for salary packaging are as follows :

- At the request of an employee and where agreed between the employer and an employee, the employer may introduce salary packaging, in respect of components of remuneration agreed with that employee ('the salary package'), in lieu of the salaries prescribed, as set out in the Agreement and/or Award depending on the form of the final agreement.
- The terms and conditions of the salary package ('the salary package agreement') shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this Agreement and Award and shall be subject to the following provisions :

12.3.1 The salary package agreement must

- (a) be in writing and signed by both the employer and employee;
- (b) detail the components of the total salary package for the purpose of - this Agreement ('the components');
- (c) state the period of operation of the agreement ('the period').

12.3.2 A copy of the salary package agreement shall be provided to the employee and a copy shall be available for inspection by an accredited representative of the Union.

12.3.3 The employer must inform the employee in writing of the calculation of the cost of the components in money terms.

12.3.4 The cost of any component will take into account the cost of any Fringe Benefits Tax (FBT) payable.

12.3.5 The choice of salary package must not increase the total cost of employment to an amount greater than the cost to the employer of the salary payable in respect of the employee had the employee not chosen to request salary packaging in accordance with this clause.

12.3.6 The employee shall be entitled to inspect details of payments and transactions made under the terms of his or her salary packaging agreement.

12.3.7 Subject to sub-clauses 12.3.9 and 12.3.10, the components of the salary package shall

not be altered for the period.

12.3.8 Where at the end of the period, the full amount allocated to a specific component has not been utilised, by further agreement between the employer and the employee, the unused amount may be carried forward to the next salary packaging period (if any) or paid as salary which will be subject to deduction of tax as required by law.

12.3.9 During the period the employer or the employee may request a review of the salary package if its cost or components are materially affected by change in tax rulings or legislation. If either employer and the employee in question are unable to reach an agreement to resolve the issue giving rise to the request for review, that issue may be referred to the Australian Industrial Relations Commission for conciliation.

12.3.10 Despite the provisions of this clause the salary package may be terminated

- (a) by mutual agreement ; or
- (b) by either party providing one calendar month's notice, or if the package includes the provision of a motor vehicle, by either party providing three calendar months' notice, to the other party.

If the full amount allocated to a component has not been utilised as at a date of termination, the unpaid balance shall be paid as salary subject to deduction of tax as required by law.

12.3.11 For the purpose of this clause, 'total cost of employment' in relation to provision of salary and non-salary components of the salary package means the cost to the employer of provision of the salary and other components, including the cost to the employer of any fringe benefits tax payable and an imputed cost to the employer to take into account the non-deductibility for taxation purposes of fringe benefits tax and other non-deductible benefits.

13. SALARY SCALE

13.1 Salary scale and allowances for teachers are set out in Schedule 1 and the scale for school assistants is set out in Schedule 2. These scales include the seventeen and a half percent leave loading.

14. SMOKE FREE ENVIRONMENT

14.1 The School is to be a smoke-free area, except for the courtyard of the Staff House at 659 Punt Road, South Yarra.

15. STUDENT-TEACHER MONIES

15.1 In the event that the School agrees to take student-teachers, the class teacher concerned will be asked if he/she is prepared to have a student-teacher.

15.2 Class Teacher will be at liberty to refuse having a student-teacher.

15.3 Student teacher monies will be paid as follows:

- Half payment to the supervising teacher
- Half payment to the School for expenditure on staff facilities.

15.4 Consultation will take place between the School and the members of staff for the

expenditure of such monies.

16. SCHOOL ASSISTANTS - ADVANCEMENT PROCEDURE

16.1 Levels 1 - 5 : Annual increments

16.2 A School Assistant who has been on Level 5 for a period of one year is eligible to apply for School Assistant - Level 6 position. Application should be made to the Head.

Evidence must be provided to satisfy the following advancement criteria:

16.3 Advancement Criteria (S.A. - Level 6)

17.3.1 At least one year's successful participation in an approved course.

16.4 A School Assistant who has been on Level 6 for a period of one year is eligible to apply for School Assistant - Level 7 position. Application should be made to the Head on the appropriate form.

Evidence must be provided to satisfy at least three of the following advancement criteria :

16.5 Advancement Criteria (S.A. Level 7)

16.5.1 Successful completion of a relevant course approved by the Head.

16.5.2 An ongoing commitment to and participation in appropriate professional development activities which will lead to an advancement of the quality of care provided for students.

16.5.3 Successful completion of an approved First Aid course.

16.5.4 A demonstrated contribution to the School through involvement in the extra-curricular activities including Sport.

16.6. Promotion to School Assistant - Level 7 will consist of an interview with the Head and be in consultation with the Deputy Head and/or a Senior Teacher.

17. EDUCATION OF EMPLOYEES CHILDREN

17.1 Full time staff members who arrange to have their child/children educated at Christ Church Grammar School after the implementation of this Agreement shall receive 50% reduction of the tuition fee for each child.

17.2 Part time staff members shall receive a pro-rata reduction.

17.3 For the period of this Agreement other fees and charges including Fringe Benefit Tax and stationery costs will be paid in full by the employee.

17.4 This concession ceases once the Staff member leaves the employment of the School.

SCHEDULE 1

CHRIST CHURCH GRAMMAR SCHOOL - TEACHER'S SALARY SCALE

LEVEL	SALARY PER ANNUM	CLASSIFICATION
1	28,248 3	Year Trained Start
2	29,266	
3	30,126	4 Year Trained Start
4	31,671	
5	32,871	
6	34,075	
7	35,678	
8	37,279	
9	38,879	
10	40,481	3 Year Trained Biennial increments commence
11	41,777	
12	42,665	
LTC 1	43,780	
LTC2	46,559	

This scale includes holiday pay loading

SCHEDULE 1

LEADING TEACHER ADMINISTRATION

LEVEL	PER ANNUM
1	3,000
2	2,500
3	2,300
4	1,992

- (i) Where the position of responsibility is shared, then payment may also be shared.
- (ii) Teachers who hold a position of responsibility may also be classified as Grade 11 Leading Teacher (Classroom). If so classified, teachers who perform a Level 1 or Level 2 responsibility shall not be paid the Leading Teacher (Classroom) wage. Teachers in these categories shall receive the Level 12 wage as set out in subclause 3(a) and the appropriate responsibility allowance.

Where a Leading Teacher (Classroom) performs a Level 3 & 4 responsibility they shall receive the appropriate allowance in addition to the Leading Teacher (Classroom) wage.

SCHEDULE 2

SCHOOL ASSISTANTS SALARY SCALE

LEVEL	SALARY PER ANNUM
1	19,664
2	20,258
3	20,870
4	21,436
5	22,046
6	23,123
7	23,659

This scale includes holiday pay loading.