

GIPPSLAND GRAMMAR CERTIFIED AGREEMENT 1998

1. TITLE

This Agreement shall be known as the Gippsland Grammar Certified Agreement 1998.

2. PARTIES TO THIS AGREEMENT

The parties to this Agreement are the teaching staff and school assistants, and Gippsland Grammar.

3. DISPUTE RESOLUTION PROCEDURE

It is recognised that from time to time individual staff may have grievances with the School regarding conditions of employment, pertaining to the Gippsland Grammar Certified Agreement, which need to be resolved.

It is the objective of this clause to ensure that disputes or grievances regarding conditions of employment are resolved by negotiation and discussion between the parties to this Agreement.

Dispute Resolution Procedure

- 3.1 It is agreed between the parties that, wherever possible, informal means will be used to resolve any disputes.
- 3.2 In cases where informal means are not successful in resolving a dispute, the staff member shall meet with the Principal and seek to resolve the dispute. The staff member has a right to have a representative present at these discussions.
- 3.3 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.
- 3.4 If the matter cannot be resolved, then either party may refer the matter to the appropriate industrial tribunal for determination.
- 3.5 Nothing in subclauses 3.1 to 3.4 above shall limit a Union member from seeking advice from, and representation by the Union, if the staff member chooses to do so.

4. PERIOD OF AGREEMENT

The period of this Agreement will apply on and from the date of approval by the Australian Industrial Relations Commission and will be in effect until 31st December, 1999. The parties commit to the initiation of further negotiations three months prior to the expiry of this period, with the object of developing a succeeding Agreement.

5. TERMS AND CONDITIONS OF EMPLOYMENT

- 5.1 The terms and conditions of employment of Teachers shall be as set out in the Victorian Independent Schools - Teachers - Award 1998 or its successor, and the

employment of School Assistants as set out in Victorian Independent Schools -School Assistants - Award 1998 or its successor. This Agreement shall operate in conjunction with the Awards provided that where this Agreement prescribes additional or inconsistent terms and conditions, this Agreement shall prevail over the Awards to the extent of the inconsistency; save that if the Awards are varied after the certification of this agreement to prescribe terms and conditions of employment that are more favourable than those contained in this agreement, then the provisions of the Award relating to those conditions will prevail.

5.2 The terms and conditions of employment prescribed by this Agreement are set out in Appendix 1 to the Agreement.

6. CONSULTATION PROCEDURES

6.1 It is agreed between the parties to this Agreement that an Employment Relations Consultative Committee will be established by the end of Term 1 each year.

6.2 The Principal, on behalf of the Employer, shall consult with the Employment Relations Consultative Committee on the introduction of change as per Clause 7, Appendix 1 of this Agreement, and the implementation of this Agreement. The Principal may invite a member of staff, and / or of the School Council, to assist in the consultation.

6.3 The Employment Relations Consultative Committee shall be formed from the members of staff of the School and will be comprised of a Union nominee, a primary teacher nominated by teachers in the primary school, a secondary teacher nominated by teachers in the secondary school, and a school assistant nominated by the school assistants.

6.4 The Employment Relations Consultative Committee shall make recommendations to the Principal regarding the issues set out in sub-clause 6.2.

6.5 Once established, the Employment Relations Consultative Committee shall meet at least once per term with the Principal. The Employment Relations Consultative Committee shall have the right to call additional meetings with the Principal as required.

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APPENDIX 1

TERMS AND CONDITIONS OF EMPLOYMENT

1. SALARY

1.1 Salary

1.1.1 The School agrees to increase and maintain salaries of all teaching staff to 2% above agreed rates of pay in Victorian Government Schools and Catholic Schools and Victorian Independent Schools - Teachers - Award 1998, or its successor, whichever is higher, to be effective from the first full pay period of Term 11, 1998.

1.1.2 The School agrees to pay school assistants at 3% above the agreed rates of pay for School Assistants in Victorian Independent Schools - School Assistants - Award 1998, or its successor, to be effective from the first -full pay period of Term 111998.

1.2 Salary Levels 1 - 12

Levels 1 to 12 of the teachers salary scale are guaranteed on the basis of length of service.

1.3 Salary Levels 13 - 14, applying only to teaching staff

1.3.1 Advancement to Levels 13 or 14 is not automatic and Level 13 is available only to those who have been at Level 12 for at least two years.

1.3.2 Staff may increase to the next level if they have been at a level for at least two years and make application in the standard way as outlined in clause 1.4.

1.3.3 In order to achieve advancement to Levels 13 or 14 a staff member must commit themselves to a programme of work that satisfies the criteria. The programme will be reviewed by the committee (referred to 1. 4) after six months and if there has been satisfactory progress in achieving the stated aims then the staff member will be paid retrospectively to the beginning of the year or half year.

1.3.4 The criteria outlined below, apart from those relating to study, must be satisfied annually and sustained.

1.3.5 The criteria outlined below must be satisfied above and beyond the job description of any position held by the applicant in the School.

Criteria

Level 13

1. An ongoing commitment to and participation in professional development activities which generate an awareness of current trends and developments in education and enhance students' learning. Teachers showed demonstrate how the Professional Development has enriched their teaching / pastoral practice. (This could be written papers, lesson plans, reports to department etc.)

AND

2. A demonstrated contribution to the organisation and development of the curriculum.

OR

3. A demonstrated contribution to the organisation and development of the extra-curriculum.

OR

4. Accept and perform the duties of a position of responsibility from one of the following - Teacher-in-Charge of Athletics, Swimming, Social Service, Debating, Public Speaking, Drama and Duke of Edinburgh; or other such position which is not one of those in the hierarchical management structure. (Any of these positions may be held by a member of staff at a lower level. In this case a responsibility allowance in

accordance with Clause 9 will be paid.

Level 14

5. Teachers must successfully complete an approved course ~3f study for a minimum of two years. An application in writing to the Principal must be made for approval of the nominated course

AND

Four other criteria from criteria 1, 2, 3, 4, 6, 7.

6. Involvement (i.e. membership and attendance) in a professional subject body or a representative on an outside educational body. (e.g. subject association, ACE, ACEA, State curriculum body).
7. The supervision, instruction and counselling of student-teachers (this will apply provided student-teachers are available).

1.4 Application Process

Staff wishing to be granted status at Level 13 or Level 14 are advised that the following process will apply.

- 1.4.1 The member of staff will make application to the Principal in writing, demonstrating a commitment to meet the criteria as agreed.
- 1.4.2 Undergo an interview with a committee comprising the Head of the relevant school, the Director of Studies and one other nominated by the staff to assess the application.
- 1.4.3 The Committee will make a recommendation to the Principal as to the acceptability of the application.

2. LONG SERVICE LEAVE

All staff shall be entitled to Long Service Leave on the basis of the provisions of part 6, Clause 27 of the Victorian Independent Schools - Teachers - Award and part 6, Clause 26, of Victorian Independent Schools - School Assistants - Award 1998 or their successors, with the exception that staff will receive entitlement to long service leave provisions after five years of continuous service should they leave the School and Long Service Leave will be available to staff after 7 years continuous service at the rate of 1.3 weeks/years' service.

3. SALARY PACKAGING'

- 3.1 Staff may negotiate with the School a flexible remuneration package which suits their personal circumstances on the conditions that there is no net cost to the School and that the negotiated package complies with any legal requirements in force at the time.
- 3.2 The School or the staff member may terminate such a flexible remuneration arrangement after providing the other party with notice of this intention. Such notice must be given in writing at least one month before exercising the right to terminate the arrangement.
- 3.3 The agreement the terms and conditions of which shall be in writing and signed by

both the employer and the staff member, shall detail the components of the total salary package for the purpose of this Agreement.

4. PUBLIC HOLIDAYS

4.1 These are as per the Awards with the exception that Melbourne Cup Day shall be substituted by the Sale Show Day.

5. MATERNITY LEAVE

A staff member with a minimum of 12 months service to the School will be eligible for 12 weeks paid Maternity Leave.

6. EXAMINATION 1 QUALIFICATION CONFERRAL LEAVE

6.1. Examination Leave

A staff member will be granted leave with pay to attend compulsory examinations in approved relevant courses of study.

6.2 Qualification Conferral Leave

A staff member will be granted leave with pay as per Award.

7. INTRODUCTION OF CHANGE

7.1 Employer's duty to notify

7.1.1 Where an employer has made a definite decision to introduce major changes that are likely to have a significant effect on staff, the employer will notify staff who may be affected by the proposed changes.

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 elimination or diminution of job opportunities, promotion opportunities or job tenure
- the alteration of hours of work
- the restructuring of jobs.

7.1.3 With the exception that where the Certified Agreement or Award makes provision for alteration of any of the matters referred to in this clause an alteration will be deemed not to have a significant effect

7.2 Employer's duty to discuss change

7.2.1 The employer should discuss with the staff affected -

- the introduction of the changes
- the effects the changes are likely to have on staff possible
- measures to avert or mitigate the adverse effects of such changes on staff.

7.2.2 The employer will provide in writing to the staff concerned, all relevant information about the changes including -

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

7.2.3 The employer will not be required to disclose confidential information which would be detrimental to the employer's interests.

8.1 UNION ACCESS

Duly authorised representatives of the union, having contacted the Principal, will be offered a mutually convenient time and place to talk with members of staff provided that such times will not interfere with the general running of the school.

EXTRA-CURRICULAR AND ADDITIONAL DUTIES

9.1 All staff are encouraged to undertake additional duties or extra-curricular duties which involve students, with the staff in a supervisory or participatory role. The activity should enhance the life of the School and the experiences of the student. (See appendix 2.)

9.2 A list of possible duties and extra-curricular duties will be made available, together with a general position description and desired outcomes. This list of duties may be augmented by staff recommendations.

9.3 All staff involved in these duties will be granted a payment of 1.6% of Level 12 annual gross salary as per this Certified Agreement.

10. CURRICULUM DEVELOPMENT

10.1 Teaching staff are expected, but not compelled, to be involved in team-based curriculum development to a maximum of five working days / year which are generally outside term time.

10.2 Documentation must be produced to the relevant Head of Curriculum which demonstrates the nature of these curricular developments.

10.3 School Assistants may be involved in team-based curriculum development where appropriate.

10.4 This involvement will attract an above award payment for staff of \$100 /day.

11. REDUNDANCY

11.1 Discussions before termination

11.1.1 Where an employer has made a definite decision that the employer no longer wishes the job the staff member 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 staff member directly affected and with a nominated representative if requested by the staff member.

11.1.2 The employer will hold discussions as soon as practicable after the employer has made a definite decision which will invoke the provisions of 11.1.1.

11.1.3 Pursuant to 11. 1.2 the employer 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 staff concerned.

11.1.4 For the purposes of the discussion pursuant to 11.2. 2 the employer will, as soon as practicable, provide in writing to the staff concerned 0 relevant information about the proposed terminations including -

- the reason(s) for the proposed terminations;
- the period over which the terminations are likely to be carried out.

11.1.5 For the purpose of 11. 1.2 - 11.1.5 an employer is not required to disclose confidential information the disclosure of which would be detrimental to the employer's interests.

11.2 Transfer to lower paid duties

11.2.1 Where the employer transfers a staff member to lower paid duties for reasons set out in

11.1.1 The staff member will be entitled to one term's notice.

11.2.2 The employer may at the employer'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.

11.3 Severance Pay

11.3.1 In addition to the periods of notice required prescribed in, Part 4, Clause 11 of the Victoria Independent Schools - Teachers - Award 1998, and Clause 10 of the Victorian Independent Schools - School Assistants -Award 1998, School Assistants and Teachers shall be entitled to the following amount of severance pay in respect of a period of continuous service. For the purposes of this clause, continuity shall be defined in accordance with the Award.

Years of Service (up to)	Payment in Weeks of Pay
1	4
2	6
3	8
4	10
5	12
6	14
7	16
8	18
9	20
10	22
11	24
12 or greater	26

11.3.2 For the purpose 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 staff member;
- (c) periods of unpaid leave are not included except at the discretion of the employer; and
- (d) "week's pay" means the ordinary time rate of pay for the staff member concerned.

11.3.3 The staff member is not entitled to receive a severance payment greater than the amount which the staff member would have earned if employment with the employer had proceeded to the staff member's normal retirement date.

11.4 Staff leaving during notice

11.4.1 A staff member whose employment is terminated for reasons set out in 11.1.1 may terminate the contract of employment during the period of notice.

11.4.2 A staff member who terminates the contract of employment under 11.4.1 is entitled to the same benefits and payments under this clause had the staff member remained with the employer until the expiry of such notice. In such circumstances the staff member is not entitled to payment in lieu of notice.

11.5 Alternative employment

11.5.1 An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for a staff member.

11.6 Time off during notice period

11.6.1 During the period of notice of termination given by the employer a staff member 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.

11.6.2 If the staff member has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employer may request the staff member to produce proof of attendance at an interview.

11.6.3 A staff member is not entitled to receive payment for the time absent where the staff member does not produce proof of attendance at an interview in accordance with the employer's request.

11.6.4 A statutory declaration will be sufficient evidence of attendance at an interview.

11.7 Transmission of business

11.7.1 Where a business is before or after the date of this award, transmitted from an employer (in this sub-clause called "the transmitter") to another employer (in this sub-clause called "the transmittee") and a staff member who at the time of such transmission was a staff member of the transmitter in that business becomes a staff member of the transmittee:

- (a) the continuity of the employment of the staff member will be deemed not to have been broken by reason of such transmission; and
- (b) the period of employment which the staff member has had with the transmitter or any prior transmitter will be deemed to be service of the staff member with the transmittee.

11.7.2 In this sub-clause "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.

11.8 Staff with less than one year's continuous service

11.8.1 This clause does not apply to staff with less than one year's continuous service.

11.8.2 The general obligation on employers should be no more than to give staff with less than one year's continuous service:

- an indication of the impending redundancy at the first reasonable opportunity; and
- to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

11.9 Staff exempted

This clause does not apply:

- where employment is terminated as a consequence of conduct that justifies summary dismissal;
- where employment is terminated by due process;
- to staff engaged as replacement staff;

- to staff engaged for a specific period of employment; or
- to staff 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.

11.10 Employers exempted

Subject to an award of the Commission, in a particular redundancy case, this clause does not apply to employers who employ less than fifteen staff.

11.11 Incapacity to pay

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

12. TERMINATION OF EMPLOYMENT

12.1 Termination by the employer

12.1.1 Except in the case of redundancy, the employer may terminate the employment of a staff member:

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

12.1.2 If the employer is considering whether to terminate a staff member's employment for reasons related to 12.1.1, the employer must give the staff member an opportunity to be heard in defence of the allegations unless the employer could not reasonably have been expected to give the staff member that opportunity.

12.2 Summary dismissal

An employer may terminate a staff member's employment summarily where that staff member is guilty of serious misconduct of a kind such that it would be unreasonable to require the employer to continue the employment during the notice period.

12.3 Conduct or Performance

12.3.1 If an employer is considering whether to terminate a staff member's employment for reasons related to conduct or performance, the employer must apply the provisions of 12.4 (Due Process.)

12.3.2 If an employer terminates the employment of a staff member, the employer must give notice in accordance with the notice provisions of the relevant award.

12.4 Due Process

12.4.1 Due Process will commence with the employer advising the staff member in writing of:

- the employer's concerns with the staff member's conduct or performance;
- the time, date and place of the first due process meeting;
- the staff member's right to be accompanied by a nominee of the staff member's choice at all due process meetings;
- the employer's right to terminate the employment should due process not resolve the employer's concerns.

12.4.2 Due process meetings will:

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

12.4.3 In the event that the problem is not resolved, then the staff member may be terminated. No dismissals are to take place without the staff member being given the opportunity to discuss the matter prior to, the final decision being made. The staff member is entitled to representation at such a meeting.

12.4.4 If, following due process, the employer's decision is to terminate the employment of a staff member, then the employer must give notice in accordance with the notice provisions of the relevant award.

13. REDUCTIONS TO ALLOWANCES FOR POSITIONS OF RESPONSIBILITY

13.1 Where the employer reduces or removes a staff member's allowance for a position of responsibility then the staff member is entitled to eight weeks notice.

13.2 The employer may at the employer'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.

APPENDIX 2

Definitions

"Award" means the Victorian Independent Schools' - Teachers Award 1996, or its successor, and / or the Independent Education (Victoria) Interim Award 1994, or its successor.

Co-Curricular activities are all activities of the curriculum which are outside the academic program but which are conducted largely within normal classroom hours and are of a compulsory nature. They include activities such as: sport, chapel, assembly, home group and

fellowship.

Curriculum - All programs and experiences which are delivered by the School in pursuit of its educational objectives.

"Employer" means the person, committee or council with authority to act on behalf of the School.

"Employee" means teaching staff and school assistants.

Extra Curricular activities include clubs and societies, and programs which require the voluntary involvement of the students in after school and weekend activities, with staff in a supervisory and participatory role.

"Full-time Teacher", "Part-time Teacher", "Emergency Teacher", and "Replacement Teacher" shall bear the same meaning as set out in the Victorian Independent Schools' - Teachers Award 1996.

Salary is an agreed annual payment made in fortnightly instalments for carrying out the duties of the appointment as a teacher or school assistant. Time considerations may be used in setting the amount but are not part of the overall consideration for particular duties.

"School" means Gippsland Grammar.

"School Year" shall be the twelve months from the commencement of the first day of February in a year to the commencement of the first day of February of the following year.

"Staff" is all those employed full-time or part-time at the School as Teachers or School Assistants.

2nd February 1999.