

STRATHCONA BAPTIST GIRLS GRAMMAR SCHOOL LTD CERTIFIED AGREEMENT 2009

PART 1 – PRELIMINARY MATTERS

1 TITLE

1.1 This Agreement is entitled *Strathcona Baptist Girls Grammar School Ltd Certified Agreement 2009*.

2 ARRANGEMENT

Clause Number	Subject Matter
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2	Arrangement
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3 TYPE OF AGREEMENT

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).

4 COVERAGE

This Agreement covers teachers employed pursuant to the *Victorian Independent Schools - Teachers - Award 1998* (or successor award) and school assistants employed pursuant to the *Victorian Independent Schools – School Assistants – Award 1998* (or successor award).

5 APPLICATION

This Agreement is binding upon Strathcona Baptist Girls Grammar School (“the School”) (ABN 75 073 413 626) and teachers and school assistants employed by the School.

6 RELATIONSHIP TO OTHER INDUSTRIAL INSTRUMENTS

- 6.1** The terms and conditions of employment for teachers as specified in this Agreement will operate in conjunction with the *Victorian Independent Schools - Teachers - Award 1998* or its successor.
- 6.2** The 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* or its successor.
- 6.3** Where this Agreement prescribes different or inconsistent terms and conditions of employment, this Agreement will prevail to the extent of the difference or inconsistency.

7 DURATION

The Agreement will apply from the first full pay period commencing on or after the date of certification of this Agreement by the Australian Industrial Relations Commission (“the Commission”) and will remain in effect for three (3) years.

PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT

8 RATES OF PAY AND ALLOWANCES

8.1 Rates of Pay

8.1.1 In lieu of 13.1.1 of the *Victorian Independent Schools – Teachers – Award 1998*, a full-time registered teacher will be paid not less than the annual rate of pay detailed in Appendix 1.

8.1.2 Level 12 commences from 1 February 2009. A teacher must have worked 12 months at the School on Level 11 (previous Level 14) to progress to Level 12. This additional level will be paid with an understanding of ongoing support for involvement in professional development, in particular through the Professional Standards and Achievements Scheme (as referred to in clause 20) and ICT directions of the School (as referred to in sub-clause 19.2).

8.1.3 In lieu of clause 24 of the Award, the rates of pay in Appendix 1 include both the annual adjustments from January 2009, 2010 and 2011 and the total rates of pay including leave loading of 1.35 per cent.

8.1.4 In lieu of 14.1.1 and 14.2.1 of the *Victorian Independent Schools – School Assistants – Award 1998*, a full time adult school assistant will be paid not less than the annual rate of pay detailed in Appendix 2.

8.2 Responsibility Allowances

Responsibility allowances will be paid at the discretion of the Principal. Such allowances will be paid at a rate not less than the following levels and will be adjusted annually from 1 January at the same rate as the base salary increase:

Teachers Responsibility Allowances per annum	From:		Plus		Plus		Plus	
	Band	11-May-08	1-Jan-09	1-Jan-10	1-Jan-11	Leave Loading	Leave Loading	Leave Loading
8	\$ 14,481	\$ 14,676	\$ 14,944	\$ 15,146	\$ 15,422	\$ 15,630	\$ 15,916	\$ 16,131
7	\$ 10,532	\$ 10,674	\$ 10,869	\$ 11,016	\$ 11,217	\$ 11,368	\$ 11,576	\$ 11,732
6	\$ 9,029	\$ 9,151	\$ 9,318	\$ 9,444	\$ 9,617	\$ 9,746	\$ 9,924	\$ 10,058
5	\$ 6,140	\$ 6,223	\$ 6,336	\$ 6,422	\$ 6,539	\$ 6,628	\$ 6,749	\$ 6,840
4	\$ 4,036	\$ 4,091	\$ 4,165	\$ 4,221	\$ 4,298	\$ 4,356	\$ 4,436	\$ 4,496
3	\$ 2,006	\$ 2,033	\$ 2,071	\$ 2,098	\$ 2,137	\$ 2,166	\$ 2,205	\$ 2,235
2	\$ 1,254	\$ 1,271	\$ 1,295	\$ 1,312	\$ 1,336	\$ 1,354	\$ 1,379	\$ 1,397
1	\$ 509	\$ 516	\$ 525	\$ 532	\$ 542	\$ 549	\$ 559	\$ 567

Note: Responsibility allowances increase from the date specified.

8.3 Travel Allowance

8.3.1 A travel allowance will be paid to staff travelling between the main campus and the Year 9 campus at a rate in line with the Australian Taxation Office scale applying at the time.

8.3.2 In addition to the travel allowance, the travel time (deemed to be 20 minutes per trip) will be compensated for by an equivalent time reduction in yard duty, extras and/or co-curricular involvement.

8.4 Review of Rates of Pay

8.4.1 The rates of pay in Appendix 1 include the specified annual adjustment from 1 January 2009, 2010 and 2011. The rates of pay in 2009, 2010 and 2011 will not be less than the rates of pay for teachers employed by Victorian Government schools over the same period. In the event that a successor agreement is not agreed by the nominal expiry date of this Agreement, the School will increase salaries in accordance with the Victorian Government's Departmental Funding Model at that time, effective from 1 January 2012.

8.4.2 The rates of pay in Appendix 2 will be reviewed annually with increases of not less than three (3) per cent per annum notified to the school assistants concerned.

8.5 Salary progression

Progression on the salary scale in Appendix 1 will be made on 1 February annually.

8.6 Camp allowance

A teacher /school assistant required to attend a compulsory year level camp, curriculum-based camp or Duke of Edinburgh Award Scheme camp will be paid an allowance of \$50 per night from 1 January 2009.

9 FEE REMISSIONS

9.1 A full-time teacher/school assistant is entitled to a remission of 33 1/3 per cent of the tuition fee for each child enrolled at Strathcona in Years K-12 with all other charges and fees to be paid in full by the teacher/school assistant. Tuition fee remissions are available to a part-time teacher/school assistant on a pro rata basis.

9.2 A full-time teacher/school assistant is entitled to a remission of 33 1/3 per cent of the after school care tuition fee for each child enrolled in the School's after school care program provided the booking is made a minimum of 24 hours in advance. After school care tuition fees are available to a part-time teacher/school assistant on a pro rata basis.

9.3 The School reserves the right to change its policy on tuition fee arrangements with respect to a teacher/school assistant first employed after the date that the School Board amends the policy.

10 PARENTAL LEAVE

- 10.1** Upon commencement of this Agreement, a teacher/school assistant entitled to Parental Leave in accordance with one of the Awards specified in clause 4 of this Agreement and employed by the School for not less than 18 months, is further entitled to payment for fourteen (14) weeks of any period of
- (a) maternity leave taken within 6 months of the child's birth;
 - (b) paternity leave, provided that any leave taken in addition to an unbroken week at the time of his spouse's confinement, must be leave taken to be the primary caregiver of the child and must be taken within 6 months of the child's birth;
 - (c) adoption leave, provided that any leave taken in addition to an unbroken week at the time of the placement of the child, must be leave taken to be the primary caregiver of the child and must be taken within 6 months of the date that the child enters the home.
- 10.2** Where the School employs both parents of the child, only one parent will be entitled to payment under 10.1, apart from the unbroken week of leave taken by the non-primary caregiver around the time of the birth or adoption of the child.
- 10.3** The payment of an allowance during a period of leave taken under 10.1 does not change the status of parental leave nor can the allowance be paid if the teacher/school assistant is in receipt of any other paid leave entitlement.
- 10.4** Parental leave does not count for the purpose of accrual of any benefits or entitlements under this Agreement or the Awards specified in clause 4 of this Agreement.
- 10.5** Entitlement to a subsequent period of paid parental leave will be subject to completion of 12 months' continuous paid service after returning from a previous period of parental leave.
- 10.6** Should a statutory paid parental leave scheme be implemented by the Federal Government after the commencement of this Agreement, the School, in lieu of the payment in 10.1, will pay the teacher/school assistant the difference between the payment available under the statutory scheme and the teacher's/school assistant's ordinary weekly rate of pay immediately prior to commencing leave for the number of weeks available under the statutory scheme.

11 LONG SERVICE LEAVE

11.1 Entitlement for Teachers / School Assistants

A teacher/school assistant is entitled to long service leave in accordance with clause 27 of the *Victorian Independent Schools – Teachers – Award 1998* or its successor award. Pro rata long service leave may be taken after 7 years, subject to the school's operational requirements.

11.2 Applications for Leave

11.2.1 A teacher/school assistant must apply for leave in the year preceding the year during which it is proposed to take the leave.

11.2.2 Applications for leave must be for not less than six consecutive weeks.

11.2.3 Applications are granted at the discretion of the Principal after considering the operational requirements of the School.

11.3 Payment of Accrued Long Service Leave in Lieu of Taking Leave

11.3.1 The School and the teacher/school assistant may agree for the teacher/school assistant to receive payment for part of the teacher's/school assistant's accrued long service leave in lieu of taking this entitlement as leave.

11.3.2 Where the teacher/school assistant requests and the School agrees to partial payment in lieu of taking accrued long service leave:

- the quantum of accrued long service leave used (i.e., as leave taken and payment in lieu) must be not less than that which would be accrued under the Award over each ten (10) year period of continuous employment (i.e., 13 weeks); and
- long service leave of not less than one full school term must be taken as leave.

11.3.3 The payment in lieu option will have the express effect of overriding Section 74 of the *Long Service Leave Act 1992* (Vic.).

11.3.4 The partial payment in lieu of taking long service leave under this subclause is not available until the teacher/school assistant has completed 7 years of continuous employment, nor is it available to a teacher/school assistant who applies for leave of less than one full school term.

12 INTRODUCTION OF MAJOR CHANGE

Where the School has made a definite decision to introduce major changes in its programs, structures, organization or technology that are likely to have significant effects on teachers/school assistants, the School will notify the teachers/school assistants who may be affected by the proposed changes and discuss the proposed changes with these staff.

13 REDUNDANCY

13.1 Discussions before termination

13.1.1 Where the School has made a definite decision that the School no longer wishes the job the teacher/school assistant 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/school assistants directly affected and/or a person/organisation nominated by the teacher/school assistant.

13.1.2 The School will hold discussions as soon as practicable after the School has made a definite decision which will invoke the provisions of 13.1.1.

13.1.3 Pursuant to 13.1.2, 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 teachers/school assistants concerned.

13.2 Teachers/School Assistants with less than one year's continuous service

13.2.1 This clause does not apply to a teacher/school assistant with less than one year's continuous service.

13.2.2 The general obligation on the School is no more than to give a teacher/school assistant 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 teachers/school assistants of suitable alternative employment.

13.3 Teachers/School Assistants 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 teachers/school assistants engaged as replacement teachers/school assistants;
- to teachers/school assistants engaged for a specific period of employment; or
- to teachers/school assistants 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 of one year or less.

13.4 Severance pay

In lieu of the scale of payments in 10.3.1 of the *Victorian Independent Schools – Teachers – Award 1998* (or its successor) and 9.3.1 of the *Victorian Independent Schools – School Assistants – Award 1998* (or its successor), the following scale of severance pay applies:

<u>Period of Continuous Service</u>	<u>Severance pay</u>
Less than 1 year	Nil
1 year but less than 2 years	4 weeks' pay
2 years but less than 3 years	6 weeks' pay
3 years but less than 4 years	7 weeks' pay
4 years but less than 5 years	8 weeks' pay
5 years but less than 6 years	10 weeks' pay
6 years but less than 7 years	12 weeks' pay
7 Years but less than 8 years	14 weeks' pay
8 years but less than 9 years	16 weeks' pay
9 years but less than 10 years	18 weeks' pay
10 years and over	20 weeks' pay

14 LETTER OF APPOINTMENT

Upon engagement, the School will provide a teacher/school assistant (other than an emergency teacher or a casual school assistant) with a letter of appointment. At the conclusion of each year, a letter will be given to each staff member outlining responsibilities for the coming year.

15 TERMINATION OF EMPLOYMENT

15.1 Termination by the School

15.1.1 Except in the case of redundancy, the School may terminate the employment of a teacher/school assistant:

- summarily; or
- on notice, for reasons related to the teacher's/school assistant's conduct or performance.

15.1.2 If the School is considering whether to terminate a teacher's/school assistant's employment for reasons related to 15.1.1, the School must give the teacher/school assistant an opportunity to be heard in defence of the allegations unless the School could not reasonably have been expected to give the teacher/school assistant that opportunity.

15.2 Summary dismissal

A School may terminate a teacher's/school assistant's employment summarily where that teacher/school assistant 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.

15.3 Conduct or Performance

15.3.1 If the School is considering whether to terminate a teacher's/school assistant's employment for reasons related to conduct or performance, the School must apply the provisions of 15.4 (Due Process).

15.3.2 If the School terminates the employment of a teacher/school assistant, the School must give notice in accordance with the relevant award, as identified in clause 4 of this Agreement.

15.4 Due Process

15.4.1 Due process will commence with the School advising the teacher/school assistant in writing of:

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

15.4.2 Due process meetings will

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

15.4.3 If, following due process, the School's decision is to terminate the employment of a teacher/school assistant, then the School must give notice in accordance with the relevant award, as identified in clause 4 of this Agreement.

16 NOTICE OF TERMINATION OF EMPLOYMENT BY THE EMPLOYER

In lieu of 11.1.1 and 11.1.2 of the Victorian Independent Schools – Teachers – Award 1998 (or its successor Award), the employer will give 7 weeks' notice in writing, wholly within the one school term or full payment in lieu.

17 REMUNERATION PACKAGING

A school assistant is entitled to be offered the opportunity to package the school assistant's remuneration in accordance with clause 20 of the *Victorian Independent Schools – School Assistants – Award 1998*.

18 STATEMENT OF SERVICE

Upon termination of employment, a teacher/school assistant may request a statement of service. Upon receipt of a teacher's/school assistant's request, the School will provide a statement of service specifying the period of employment and the classification of, or type of, work performed by the teacher/school assistant.

19 INFORMATION TECHNOLOGY PROVISION

19.1 All teachers and school assistants, if their job requires the use of a computer, will be provided with a notebook computer, or a desktop computer, as determined by the School. Teachers and school assistants employed at a time fraction of 0.3 or less will have access to a shared notebook computer or desktop computer.

19.2 All teachers will be expected to undertake professional development in information technology skills to reach the minimum standards, as set down by the School.

20 PROFESSIONAL STANDARDS AND ACHIEVEMENTS SCHEME

All teacher/school assistants not in a position of responsibility of Year Coordinator/Head of Department or above, will participate in the "Professional Standards and Achievements Scheme" for teachers/school assistants every second year, fulfilling the requirements as set down by the School. Those in positions of responsibility of Year Coordination/Head of Department or above will participate in the Professional Standards and Achievements Scheme process, as specified for their position, annually.

21 DISPUTE RESOLUTION PROCEDURE

It is agreed that any dispute arising from the implementation of this Agreement will be resolved in accordance with the procedure outlined in clause 9 (Grievance Procedure) of the *Victorian Independent Schools – Teachers – Award 1998*.

The nominal expiry date of the agreement is three (3) years after the date of certification of this Agreement by the Australian Industrial Relations Commission.

APPENDIX 1

A.1.1 Teacher transition arrangements

A teacher will transition from the old classification and salary scale to the new classification and salary scale from 11 May 2008.

<u>Old Classification and Salary Scale</u> Operative from 1 February 2008		<u>New Classification and Salary Scale</u> Operative from 11 May 2008	
Level	Salary \$	Level	Salary \$
14	69,554	11	76,519
13	68,450	10	69,545
12	66,395	9	67,455
11	64,397	8	65,425
10	62,159	7	63,153
9	60,437	6	61,403
8	58,763	5	59,701
7	57,134	4	58,046
6	55,551	3	56,438
5	54,011	3	56,438
4	52,514	2	53,354
3	51,058	1	52,280
2	49,645	1	52,280
1	48,269	1	52,280

Note: The salaries shown above include annual leave loading

A.1.2 The classification and salary scale as at 11 May 2008, 1 January 2009, 1 January 2010 and 1 January 2011 is shown in the following table.

New Scale	Strathcona Teacher Salaries							
	From 11-May-08	Plus Leave Loading	From 1-Jan-09	Plus Leave Loading	From 1-Jan-10	Plus Leave Loading	From 1-Jan-11	Plus Leave Loading
Level	Salary \$		Salary \$		Salary \$		Salary \$	
12			78,916	79,981	81,441	82,541	84,047	85,182
11	75,500	76,519	77,916	78,968	80,409	81,495	82,982	84,103
10	68,619	69,545	70,815	71,771	73,081	74,067	75,419	76,438
9	66,556	67,455	68,686	69,613	70,884	71,841	73,152	74,140
8	64,554	65,425	66,620	67,519	68,752	69,680	70,952	71,909
7	62,312	63,153	64,306	65,174	66,364	67,260	68,487	69,412
6	60,585	61,403	62,524	63,368	64,524	65,396	66,589	67,488
5	58,906	59,701	60,791	61,612	62,736	63,583	64,744	65,618
4	57,273	58,046	59,106	59,904	60,997	61,821	62,949	63,799
3	55,686	56,438	57,468	58,244	59,307	60,108	61,205	62,031
2	52,643	53,354	54,328	55,061	56,066	56,823	57,860	58,641
1	51,584	52,280	53,235	53,953	54,938	55,680	56,696	57,462

Teachers Responsibility Allowances per annum								
	From: 11-May-08	Plus Leave Loading	1-Jan-09	Plus Leave Loading	1-Jan-10	Plus Leave Loading	1-Jan-11	Plus Leave Loading
Band								
8	\$ 14,481	\$ 14,676	\$ 14,944	\$ 15,146	\$ 15,422	\$ 15,630	\$ 15,916	\$ 16,131
7	\$ 10,532	\$ 10,674	\$ 10,869	\$ 11,016	\$ 11,217	\$ 11,368	\$ 11,576	\$ 11,732
6	\$ 9,029	\$ 9,151	\$ 9,318	\$ 9,444	\$ 9,617	\$ 9,746	\$ 9,924	\$ 10,058
5	\$ 6,140	\$ 6,223	\$ 6,336	\$ 6,422	\$ 6,539	\$ 6,628	\$ 6,749	\$ 6,840
4	\$ 4,036	\$ 4,091	\$ 4,165	\$ 4,221	\$ 4,298	\$ 4,356	\$ 4,436	\$ 4,496
3	\$ 2,006	\$ 2,033	\$ 2,071	\$ 2,098	\$ 2,137	\$ 2,166	\$ 2,205	\$ 2,235
2	\$ 1,254	\$ 1,271	\$ 1,295	\$ 1,312	\$ 1,336	\$ 1,354	\$ 1,379	\$ 1,397
1	\$ 509	\$ 516	\$ 525	\$ 532	\$ 542	\$ 549	\$ 559	\$ 567

A.1.3 The school will pay each full-time teacher employed at the time that the Agreement is accepted by a majority of employees, a bonus of \$1,000. The bonus will be paid on a pro rata basis to each part-time teacher based on average time fraction over weeks worked over the 2008 School Year.”

APPENDIX 2

A.2.1 The classification and salary scale for school assistants is provided in the following table.

	School assistant in receipt of 4 weeks' annual leave operative from the first pay period commencing on or after 1 October 2008		
	Gross Hourly \$	Weekly \$	Annual \$
Grade 1			
In first year of experience	15.45	587.15	30,637
In second year of experience	15.75	598.56	31,233
In third year of experience	16.06	610.16	31,838
In fourth year of experience	16.34	621.05	32,406
In fifth year and thereafter	16.65	632.76	33,017
Grade 1A			
In first year of experience	17.04	647.37	33,780
In second year and thereafter	17.30	657.56	34,311
Grade 2			
In first year of experience	17.30	657.56	34,311
In second year of experience	17.60	668.97	34,907
In third year of experience	17.95	680.37	35,502
In fourth year of experience	18.15	689.78	35,993
In fifth year of experience	18.45	701.18	36,558
In sixth year and thereafter	18.75	712.58	37,182
Grade 3			
In first year of experience	18.75	712.58	37,182
In second year of experience	19.11	726.27	37,897
In third year of experience	19.35	735.13	38,359
In fourth year of experience	19.71	748.92	39,079
In fifth year of experience	19.93	757.28	39,515
In sixth year and thereafter	20.29	770.98	40,230
Grade 4			
In first year of experience	19.71	748.92	39,079
In second year of experience	19.93	757.28	39,515
In third year of experience	20.29	770.98	40,230
In fourth year of experience	20.65	784.78	40,950
In fifth year of experience	21.02	798.48	41,665
In sixth year and thereafter	21.37	812.19	42,380

School assistant in receipt of paid school holidays operative from the first pay period commencing on or after 1 October 2008			
	Gross Hourly \$	Weekly \$	Annual \$
Grade 1			
In first year of experience	14.26	541.98	28,280
In second year of experience	14.54	552.52	28,830
In third year of experience	14.82	563.22	29,389
In fourth year of experience	15.09	573.28	29,913
In fifth year and thereafter	15.37	584.07	30,478
Grade 1A			
In first year of experience	15.73	597.57	31,181
In second year and thereafter	15.97	606.98	31,672
Grade 2			
In first year of experience	15.97	606.98	31,672
In second year of experience	16.25	617.51	32,222
In third year of experience	16.53	628.03	32,771
In fourth year of experience	16.76	636.72	33,224
In fifth year of experience	17.03	647.24	33,773
In sixth year and thereafter	17.31	657.77	34,322
Grade 3			
In first year of experience	17.31	657.77	34,322
In second year of experience	17.64	670.40	34,982
In third year of experience	17.90	678.58	35,408
In fourth year of experience	18.19	691.31	36,073
In fifth year of experience	18.40	699.03	36,475
In sixth year and thereafter	18.73	711.67	37,135
Grade 4			
In first year of experience	18.19	691.31	36,073
In second year of experience	18.40	699.03	36,475
In third year of experience	18.73	711.67	37,135
In fourth year of experience	19.06	724.41	37,800
In fifth year of experience	19.40	737.06	38,460
In sixth year and thereafter	19.73	749.71	39,120

A.2.2 In the above tables, the weekly rate of pay has been calculated by dividing the annual rate of pay by 52.18.

A.2.3 The rates of pay in the above tables do not include annual leave loading of 1.35 per cent per annum.

DECLARATION

This Agreement is made at _____, VICTORIA on _____.

Signed for and on behalf of:

Strathcona Baptist Girls Grammar School _____
Ltd (ABN 75 073 413 626)

Teachers and school assistants employed
by Strathcona Baptist Girls Grammar _____
School Ltd