

TOORAK COLLEGE CERTIFIED AGREEMENT 1995

1. Title

This agreement is made between Toorak College and the Victorian Independent Education Union and shall be known as the Toorak College Certified Agreement 1995.

2. Relationship with Parent Award

This Agreement In conjunction with the Independent Education (Victoria) Interim Award 1994 ("the Award") regulates the terms and conditions of employment of the employee teachers and school assistants but shall be subject to the preservation of any minimum conditions prescribed in the Award.

In the event that a minimum condition in the Award is amended so as to improve the conditions of employment beyond those prescribed by the agreement, it is understood by the parties that the amended condition will operate in place of the condition In the agreement until such time as the agreement is varied in accordance with Clause 6 of this agreement or is superseded by another agreement or the Award is further amended.

Clauses 3A (i), 4C (bXii) and 29 of Part 1 of Appendix 1 to the Award and the rates of pay stated in clauses 3A and 3B of Part II of Appendix 1 to the Award are, for the duration of this Agreement, replaced by the provisions of this Agreement.

3. Duration

This Agreement shall remain in operation for a period of one year from the date of certification.

4. Remuneration

Each employee bound by this Agreement shall be given an employment classification consistent with the Award classification description.

- (a) Effective from the beginning of the first pay period commencing on or after the date of certification of this Agreement each employee shall be paid not less than the salary set out for the classification In Schedule 1.
- (b) The salaries as specified in Schedule 1 shall be backdated to 1st February 1995, payable within 14 days of certification of this Agreement on the pay day following the date of certification.

- 5. (a) Effective from the 1st September 1995 each employee shall be paid not less than the salary set out for the classification in Schedule 2.

- (b) The parties acknowledge that Schedule 2 salaries Incorporate an increase of 1.5% or \$8,00 per week, whichever is the greater, above the salaries payable in accordance with Clause 4 of this Agreement. The 1.5 % increase is in lieu of the third \$8.00 per week safety net adjustment to the Award.

6. Variation Of Obligations under Agreement

- (a) The parties agree to consult each other on the question of changes to the minimum wages payable under the Agreement no later than 90 days after certification of this Agreement whether or not Award variations or decisions of the Commission have affected the minimum wages payable.
- (b) The parties acknowledge that the following are among the factors which shall be considered during the parties' consultations as to whether to vary the terms of the Agreement or not, and the extent of the changes to such terms if any variation is agreed upon: the safety net adjustments and Review Principles of the Australian Industrial Relations Commission, any variations to the Award, movements in relevant economic indicators (including salaries and allowances in other state or private schools, State or Commonwealth government funding), Toorak College enrolments, other educational trends and changes in Toorak College teaching and administrative practices as deemed fit by the Board of Governors.

7. Induction

- (a) A teacher in the first year of teaching experience or in the first year of teaching at Toorak College shall participate in an induction process.
- (b) The induction process will be determined by the Principal in accordance with the Toorak College Induction Policy, as amended from time to time after consultation with the employees. Self-evaluation and appraisal of the teacher's progress and professional development will be completed at the end of each semester during the first year. For a teacher commencing employment during the school year self-evaluation and appraisal will be at the completion of each period of six months during the first year.
- (c) The Principal, or her nominee, shall provide a written statement outlining the teacher's progress and development as a teacher at Toorak College to the teacher no later than four weeks before the end of the School year or four weeks before the end of the first year of experience whichever is the later.

Where the Employer considers that a problem exists in relation to the teacher's performance, the induction process shall not be used in substitution for, or as an alternative to, in whole or in part, due process.

8. Issue Resolution Procedure

- (a) Where either party to this Agreement has a dispute regarding the terms of its Implementation or interpretation then the following procedure shall apply:
 - (i) A meeting shall be held between the parties in an attempt to resolve the dispute.
 - (ii) If the meeting(s) referred to in clause (1) above fails to resolve the dispute, then either party may refer the dispute to the Australian Industrial Relations Commission for conciliation and, if necessary, arbitration.
- (b) Where an employee or the employer has a grievance, informal means will be used to resolve issue. If a grievance develops, the following procedure shall be observed:

- (i) Step 1: The employee will ordinarily discuss the Issue with the employee's immediate supervisor, the Department Head or Supervisor.
- (ii) Step 2: If the issue is not resolved within a reasonable period, the Department Head or Supervisor shall refer the Issue to the Principal or her nominee for further discussion.
- (iii) Step 3: If the Issue remains unresolved within a reasonable period, the Principal shall refer the issue to the Board of Governors for further discussion.
- (c) The employees and employer involved in the steps of issue resolution will co-operate to ensure that the procedure is carried out expeditiously.
- (d) If the procedure fails to resolve the issue, the employee or employer may seek recourse to a tribunal or an independent arbitrator (which may include the Australian Industrial Relations Commission) for mediation, conciliation or arbitration.
- (c) At any stage of the procedure, the employer or the employee shall be entitled to have a representative present, or be represented.

9. Long Service Leave

Employees shall be entitled to Long Service Leave in accordance with Clause 19 of Part 1 of Appendix 1 of the Award, save that the following shall apply:

- (a) Entitlement shall accrue at the rate of 1.3 weeks per year of service.
- (b) Entitlement to leave is on the completion of eight years of service.
- (c) The timing of leave shall be negotiated between the Principal and the employee, having regard to the best interests of the school.
- (d) Upon the completion of eight years of service employees are encouraged by the school to take leave in term lengths.
- (e) Notwithstanding subclause (b), leave shall ordinarily be taken within twelve months of the entitlement to leave falling due following the completion of ten years of service.

10. Both parties are entering into this Agreement with full knowledge as to the content and effect of the documents. The parties declare that this Agreement:

- (a) is not unfair, harsh or unconscionable;
- (b) was at no stage entered into under duress; and
- (c) is not contrary to public interest.

SCHEDULE 1**To apply on and from 1.2.95**

Teachers	Minimum Salary \$	3 Year Trained Teachers	4 Year Trained Teachers
Grade 1			
Level 1	26,973	1	
Level 2	27,946	2	
Level 3	28,776	3	1
Level 4	30,273	4	2
Level 5	31,436	5	3
Level 6	32,603	6	4
Level 7	34,155	7	5
Level 8	35,708	8	6
Level 9	37,258	9	7
Level 10	38,811	10	8
	38,811	11	
Level 11	40,066	12	9
	40,066	13	
Level 12	40,927	14	10

Grade 11Leading Teacher (Classroom)

Level 1 42,008

Level 2 44,231

Leading Teacher AdministrationAllowances:

Level 1 1,166

Level 2 1,943

Level 3 3,304

Rates or Pay - School Assistants

- (A) A full-time School Assistant in receipt of four weeks annual leave shall be paid not less than the following rates according to the classification of the position and years of experience. School assistants in positions which are not covered by the following schedule shall be entitled to not less than the rates applicable to Grade 1.

Adult Rates Annual -\$**Grade 1**

In first year of experience 20,343

In second year of experience 20,957

In third year of experience 21,601

In fourth year of experience 22,176

In fifth year and thereafter 22,806

Grade 1A

In first year of experience 23,486
 In second year and thereafter 24,041

Grade 2

In first year of experience 24,041
 In second year of experience 24,657
 In third year of experience 25,271
 In fourth year of experience 25,885
 In fifth year of experience 26,506
 In sixth year and thereafter 27,120

Grade 3

In first year of experience 27,120
 In second year of experience 27,857
 In third year of experience 28,615
 In fourth year of experience 29,369
 In fifth year of experience 30,116
 In sixth year and thereafter 30,871

Grade 4

In first year of experience 29,369
 In second year of experience 30,116
 In third year of experience 30,871
 In fourth year of experience 31,625
 In fifth year of experience 32,380
 In sixth year and thereafter 33,129

Junior Rates Percentage of Full-Time Rate

Under 17 50
 At 17 60
 At 18 70
 At 19 80
 At 20 90

- (B) A full-time School Assistant in receipt of paid school holidays shall be paid not less than 48/52 of the rates in Part A of this Schedule according to the classification of the position and years of experience. School assistants which are in positions not covered by the following Schedule shall be entitled to not less than the rates applicable to Grade 1.

Adult Rates Annual \$**Grade 1**

In first year of experience 18,778
 In second year of experience 19,345
 In third year of experience 19,939
 In fourth year of experience 20,470
 In fifth year and thereafter 21,052

Grade 1A

In first year of experience 21,679
 In second year and thereafter 22,192

Grade 2

In first year of experience	22,192
In second year of experience	22,760
In third year of experience	23,327
In fourth year of experience	23,894
In fifth year of experience	24,467
In sixth year and thereafter	25,034

Grade 3

In first year of experience	25,034
In second year of experience	25,714
In third year of experience	26,414
In fourth year of experience	27,110
In fifth year of experience	27,799
In sixth year and thereafter	28,497

Grade 4

In first year of experience	27,110
In second year of experience	27,799
In third year of experience	28,497
In fourth year of experience	29,193
In fifth year of experience	29,889
In sixth year and thereafter	30,580

Any wage increases applicable to employees covered by the Agreement during its period of operation are specified in the Agreement.

SCHEDULE 2**To apply on and from 1.9.95**

Teachers \$	Minimum Salary	3 Year Trained Teachers	4 Year Trained Teachers
Grade 1			
Level 1	27,389	1	
Level 2	28,365	2	
Level 3	29,208	3	1
Level 4	30,727	4	2
Level 5	31,907	5	3
Level 6	33,092	6	4
Level 7	34,667	7	5
Level 8	36,243	8	6
Level 9	37,816	9	7
Level 10	39,393	10	8
	39,393	11	
Level 11	40,667	12	9
	40,667	13	
Level 12	41,541	14	1

Grade 11Leading Teacher (Classroom)

Level 1 42,638

Level 2 44,894

Leading Teacher AdministrationAllowances:

Level 1 1,183

Level 2 1,972

Level 3 3,353

- (A) A full-time School Assistant in receipt of four weeks annual leave shall be paid not less than the following rates according to the classification of the position and years of experience. School assistants in positions which are not covered by the following schedule shall be entitled to not less than the rates applicable to Grade 1.

Adult Rates Annual 5**Grade 1**

In first year of experience 20,759

In second year of experience 21,373

In third year of experience 22,017

In fourth year of experience 22,592

In fifth year and thereafter 23,222

Grade 1A

In first year of experience 23,902

In second year and thereafter 24,457

Grade 2

In first year of experience	24,457
In second year of experience	25,073
In third year of experience	25,687
In fourth year of experience	26,301
In fifth year of experience	26,922
In sixth year and thereafter	27,536

Grade 3

In first year of experience	27,536
In second year of experience	28,275
In third year of experience	29,044
In fourth year of experience	29,810
In fifth year of experience	30,568
In sixth year and thereafter	31,334

Grade 4

In first year of experience	29,810
In second year of experience	30,568
In third year of experience	31,334
In fourth year of experience	32,100
In fifth year of experience	32,865
In sixth year and thereafter	33,626

Junior Rates Percentage of-Full-Time Rate

Under 17	50
At 17	60
At 18	70
At 19	80
At 20	90

(B) A full-time School Assistant in receipt of paid school holidays shall be paid not less than 48/52, of the rates in Part A of this Schedule according to the classification of the position and years of experience. School assistants which are in positions not covered by the following Schedule shall be entitled to not less than the rates applicable to Grade 1.

Adult Rates Annual \$**Grade 1**

In first year of experience	19,162
In second year of experience	19,729
In third year of experience	20,323
In fourth year of experience	20,854
In fifth year and thereafter	21,436

Grade 1A

In first year of experience	22,063
In second year and thereafter	22,576

Grade 2

In first year of experience	22,576
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In second year of experience	23,144
In third year of experience	23,711
In fourth year of experience	24,278
In fifth year of experience	24,851
In sixth year and thereafter	25,418

Grade 3

In first year of experience	25,418
In second year of experience	26,100
In third year of experience	26,810
In fourth year of experience	27,517
In fifth year of experience	28,216
In sixth year and thereafter	28,924

Grade 4

In first year of experience	27,517
In second year of experience	28,216
In third year of experience	28,924
In fourth year of experience	29,631
In fifth year of experience	30,337
In sixth year and thereafter	31,039

Any wage increases applicable to employees covered by the Agreement during its period of operation are specified in the Agreement.